

**STELLENBOSCH MUNICIPALITY HEREBY INVITES YOU TO TENDER FOR  
TENDER B/SM 70/25: RENOVATIONS AND ALTERATIONS TO THE MUNICIPAL COURT BUILDING, ON ERF 528,  
35 MARK STREET, STELLENBOSCH**

**TENDER NUMBER:** B/SM: 70/25

**DESCRIPTION:** RENOVATIONS AND ALTERATIONS TO THE MUNICIPAL COURT BUILDING, ON ERF 528, 35 MARK STREET, STELLENBOSCH

**CLOSING DATE:** 17 February 2024

**CLOSING TIME:** 12h00: Bids will be opened in the **Council Chambers or Supply Chain Management Boardroom.**

**CIDB:** The following CIDB class of construction works will be applicable to the Tender, in accordance with the sum tendered or value determined in accordance with regulation 25(7A) of the Construction Industry Development Regulations, 2004 (as amended) – As of 23 May 2019 - **Class of Construction Works: 4GB or higher.** (Please submit the subcontractor CIDB certificates or CRS no with the tender document). If intended to subcontract, the electrical part of the tender, CIDB grading of **1EB** is required, the waterproofing part of the tender, CIDB grading of **1SN** is required and for the plumbing **1SO** is required from sub-contractor. If **not subcontracted**, bidder must have a 4GB or higher and **1EB, 1SN and 1SO or higher.** (Please indicate your subcontractor with the CIDB grading in tender document. Please submit the subcontractor CIDB certificates or CRS no with the tender document)

The tenderer must be an asbestos-certified/ registered contractor with the Department of Labour for Type 3 Asbestos Work. Proof of validity to be submitted along with the tender document. **Tenderer may appoint a subcontractor for asbestos work if not registered however the tenderer's subcontractor must be a registered contractor with the Department of Labour for Type 3 Asbestos Work.**

**INFORMATION:**

**Tender Specifications:** (Mrs) A Lareman at Tel: 076 090 3445; Email: [anja@lareman.co.za](mailto:anja@lareman.co.za)  
**SCM Requirements:** Gerald Kraukamp at Tel: 021 808 8519 Email: [gerald.kraukamp@stellenbosch.gov.za](mailto:gerald.kraukamp@stellenbosch.gov.za)  
**Office hours for collection:** 08h00-15h30

A **Compulsory Clarification Meeting** will be held at **10:00 AM** on **21 January 2025** at the **Municipal Court, 35 Mark Street, Stellenbosch.**

Tenders may only be submitted on the Tender documentation issued by Stellenbosch Municipality and must be valid for **180 days** after tender closing. Late, electronic format, telephonic or faxed Tenders will not be considered, and Stellenbosch Municipality does not bind itself to accept the lowest, part of or any Tender.

Sealed Tenders, with **B/SM 70/25 Renovations and Alterations to the Municipal Court Building, Erf 528, 35 Mark Street, Stellenbosch** clearly endorsed on the envelope, must be deposited in the Tender box at the offices of the Stellenbosch Municipality, Town House Complex, Plein Street, Stellenbosch. The Tender box is accessible 24 hours a day and Tenders must be accompanied by the completed Tender documents. Tenders not accompanied by a complete Tender document, will not be considered.

**NOTE:** This tender will be evaluated in terms of the General Conditions of Contract, Supply Chain Management Policy and relevant specification as depicted in the document and the Stellenbosch Preferential Procurement Policy effective from 16 January 2023 in accordance with the Preferential Procurement Regulations that was promulgated by the Minister of Finance on 04 November 2022 in Government Gazette No 47452.

The preferential points system applied is as follows:80/20 in terms of the approved policy.

<b>Price</b>	<b>80</b>
<b>B-BBEE status level of contribution</b>	<b>10</b>
<b>Locality</b>	<b>10</b>
<b>Total points for Price and B-BBEE</b>	<b>100</b>

The following conditions to Tender exist (failure to comply may result in your Tender being disqualified):

1. This Tender is subject to the Joint Building Contracts Committee – Principal Building Agreement Edition 6.2 – May 2018 (JBCC) and special conditions for Tendering;
2. Relevant terms of reference;
3. Tenderers must be registered on the Central Supplier Database (CSD) if they wish to conduct business with the municipality;
4. No award will be made to tenderers whose tax status is non-compliant;
5. Tenders submitted must be in a sealed envelope clearly marked with the Tender number, placed in the tender box before closing time. Failure will result in the tender being invalid;

**Tender documents, in English, are available only in soft copies and is obtainable from the Stellenbosch Municipality's website, [www.stellenbosch.gov.za](http://www.stellenbosch.gov.za)**

**Please note: Stellenbosch Municipality will never contact you to pay money in exchange for the award of the tender.**

G Mettler (Ms)

**MUNICIPAL MANAGER**



## TENDER KENNISGEWING

### STELLENBOSCH MUNICIPALITY NOOI U HIERMEE UIT OM TE TENDER VIR B/SM 70/25 OPKNAPPINGSWERK EN VERANDERINGE AAN DIE MUNISIPALE HOF OP ERF 528, 35 MARK STRAAT, STELLENBOSCH

- TENDER NOMMER:** B/SM 70/25
- BESKRYWING:** HERSTELWERK, VERANDERINGE EN INSTANDHOUING VAN DIE MUNISIPALE HOF – ERF 528, 35 MARK STRAAT, STELLENBOSCH
- SLUITINGSdatum:** 17 February 2025
- TYD VAN SLUITING:** 12h00. Tenders sal oopgemaak word in die Raadsaal of in die Voorsieningskanaalbestuurs Raadsaal. As gevolg van die Covid-19 beperkinge sal die opening van tenders vir die publiek nie plaasvind nie maar die openingsregister sal onmiddellik daarna op die munisipale webwerf geplaas word.
- KIOR:** Die volgende KIOR klas vir konstruksiewerk, in ooreenstemming met die totale bedrag getender of waarde bepaal in ooreenstemming met regulasie 25 (7A) van die Konstruksie-industrie Ontwikkelingsraad, Regulasies, 2004 (soos gewysig) op 23 Mei 2019, sal op die bod van toepassing wees. Tenders moet 'n **geskatte KIOR kontrakteurgradering** van ten minste **4GB. of hoër** hê.
- Indien beoog om te subkontraakteer, word die elektriese deel van die tender, CIDB-gradering van 1EB vereis, en die waterdigtingsgedeelte van die tender, CIDB-gradering van 1SO word van subkontraakteur vereis en vir Loodgieter werk 1SN. Indien nie gesubkontraakteer word nie, moet die tenderaar 'n 4GB of hoër, en 1EB, 1SN en 1SO of hoër hê. (Dien ook die KIOR sertifikate van die subkontraakteur met die tender dokument)
- Die tenderaar moet 'n asbes-gesertifiseerde/geregistreerde kontrakteur by die Departement van Arbeid vir Tipe 3 Asbeswerk wees. Bewys van geldigheid moet saam met die tenderdokument ingedien word. Tenderaar kan 'n subkontraakteur vir asbeswerk aanstel indien nie geregistreer nie, maar die tenderaar se subkontraakteur moet 'n geregistreerde kontrakteur by die Departement van Arbeid vir Tipe 3 Asbeswerk wees.

#### **NAVRAE:**

- Tender spesifikasies:** (Mev) A Lareman by Tel: 076 090 3445; Epos: [anja@lareman.co.za](mailto:anja@lareman.co.za)  
**Vkb vereistes:** Gerald Kraukamp at Tel: 021 808 8519 Epos: [gerald.kraukamp@stellenbosch.gov.za](mailto:gerald.kraukamp@stellenbosch.gov.za)  
**Kantoor Ure:** 08h00-15h30

'n **Verpligte inligtingsessie** sal gehou word op **21 Januarie 2025** om **10:00** by die Munisipale Hof, 35 Mark Straat, Stellenbosch. Tenders wat nie die verpligte inligtingsessie bywoon nie, sal nie in ag geneem word om te tender. Tenders mag slegs ingedien word op die tenderdokumentasie verskaf deur Stellenbosch Munisipaliteit en moet geldig wees vir **180.dae** na die sluitingsdatum. Laat, elektroniese formaat of gefakse tenders sal nie aanvaar word nie en Stellenbosch Munisipaliteit is nie verplig om die laagste of enige tender wat ingedien word te aanvaar nie.

Verseëde tenders duidelik gemerk: **“B/SM 70/25: HERSTELWERK, VERANDERINGE EN INSTANDHOUING VAN DIE MUNISIPALE HOF – ERF 528, 35 MARK STRAAT, STELLENBOSCH”** op die koevert, moet geplaas word in tenderbus buite die kantore van Stellenbosch Munisipaliteit, Meenthuis Kompleks, Stellenbosch. Die tenderbus is 24 uur per dag beskikbaar en tenders moet vergesel word met die voltooide stel tenderdokumente. Tendersaanbiede wat nie deur die volledige tenderdokument vergesel word nie, sal nie oorweeg word nie.

**LET WEL:** Hierdie tender sal geëvalueer word ingevolge die Algemene Kontrakvoorwaardes, Voorsieningskanaal Bestuursbeleid and relevante spesifikasies, soos vervat in die tender dokument asook die Stellenbosch **Voorkeurverkrygingsbeleid effektief vanaf 16 Januarie 2023 in samewerking met die Voorkeurverkrygingsregulasies wat op 04 November 2022 deur die Minister van Finansies in Staatskoerant No 47452 afgekondig is.**

Die voorkeerpunte stelsel is soos volg gebaseer: 80/20 in terme van die goedgekeurde beleid:

Prys	80
BBSEB status	10
Locality	10
Totale punte vir prys en B-BSEB	100

Die volgende voorwaardes vir Tender soos volg: (versuim om te voldoen, kan veroorsaak dat u Tender gediskwalifiseer word):

- Hierdie tender is onderworpe aan die Joint Building Contracts Committee – Principal Building Agreement Edition 6.2 – May 2018 (JBCC) en spesiale voorwaardes vir die tender;
- Toepaslike opdrag
- Tendersaars moet geregistreer wees op Sentrale verskaffersdatabasis (SVD) as hulle met die munisipaliteit sake wil doen
- Geen toekenning sal gemaak word aan diensverskaffers wie se Belasting status ongeldig is.
- Die tender wat ingedien moet word, moet in 'n verseëde koevert wees wat duidelik gemerk is met die Tendonummer, wat in die tenderbus voor sluitingstyd geplaas word. Versuim sal tot gevolg hê dat die tender ongeldig is.

*Tenderdokumente, in Engels, is verkrygbaar in **sagtekopie** vanaf Stellenbosch Munisipaliteit se webtuiste, [www.stellenbosch.gov.za](http://www.stellenbosch.gov.za)*

**Let wel: Die Stellenbosch municipalliteit sal nou nooit kontak om geld te betaal in ruil vir die toekenning van die tender**

**TENDER NO.: B/SM 70/25****TENDER B/SM 70/25: RENOVATIONS AND ALTERATIONS TO THE MUNICIPAL  
COURT BUILDING, ON ERF 528, 35 MARK STREET, STELLENBOSCH****PROCUREMENT DOCUMENT**

<b>NAME OF TENDERER:</b>			
<b>Total Bid Price (Inclusive of VAT)</b> <i>(refer to page 111):</i>			
<b>COMPLETION PERIOD IN WORKING DAYS:</b>			
<b>BBBEE LEVEL</b>			
<b>LOCALITY</b>		<b>YES</b>	<b>NO</b>

**DECEMBER 2024****PREPARED AND ISSUED BY:**

Anja Lareman  
61 Plein Street, Stellenbosch, 7600  
&  
Directorate: Finance  
Supply Chain Management Unit  
Stellenbosch Municipality,  
PO Box 17, Stellenbosch, 7599

**CONTACT FOR ENQUIRIES  
REGARDING SPECIFICATIONS:**

Anja Lareman  
Principal Agent  
Lareman Architects  
Tel. Number: 076 090 3445  
Email: anja@lareman.co.za

## CONTENTS

		<u>PAGE(S)</u>
<b>THE TENDER</b>		<b>3</b>
<b>PART T1:</b>	<b>TENDERING PROCEDURES</b>	4
T1.1	Tender Notice and Invitation to Tender	5 - 8
T1.2	Tender Data	9 - 19
T1.3	Standard Conditions of Tender	20 - 30
<b>PART T2:</b>	<b>RETURNABLE DOCUMENTS</b>	31
T2.1	List of Returnable Documents	32
T2.2	Returnable Schedules	33 - 75
<b>THE CONTRACT</b>		<b>76</b>
<b>PART C1:</b>	<b>AGREEMENTS AND CONTRACT DATA</b>	77
C1.1	Form of Offer and Acceptance	78 - 82
C1.2	Contract Data	83 - 92
C1.3	Form of Construction Guarantee	93 - 95
C1.4	Form of Advance Payment Guarantee	96 - 99
C1.5	Agreement in Terms of Occupational Health and Safety Act, 1993 (Act No 85 of 1993)	100 - 102
C1.6	Contract of Temporary Employment as Community Liaison Officer	103 - 104
<b>PART C2:</b>	<b>PRICING DATA</b>	105
C2.1	Pricing Instructions	106 - 107
C2.2	Pricing Schedule	108 - 111
<b>PART C3:</b>	<b>SCOPE OF WORKS</b>	112
C3.1	Description of the Works	113 - 114
C3.2	Engineering	115 - 117
C3.3	Procurement	118 - 119
C3.4	Construction	120 - 125
C3.5	Management	126 - 132
C3.6	Annexes/ Specifications	133
<b>PART C4:</b>	<b>APPENDICES</b>	134
APPENDIX A:	Health and Safety Specification	135 - 143
	<b>LIST OF ANNEXURES</b>	
<b>ANNEXURE A1</b>	Needs Analysis & Assessment (Condition Assessment)	N/A
<b>ANNEXURE A2</b>	Measured Drawing of the Existing	N/A
<b>ANNEXURE A3</b>	Architect's Drawings & Details	N/A
<b>ANNEXURE A4</b>	Door and Window Schedules	N/A
<b>ANNEXURE A5</b>	Finishing Schedules	
<b>ANNEXURE A6</b>	Photo sheets, for information	
<b>ANNEXURE B</b>	Unpriced Bill of Quantities	N/A
<b>ANNEXURE C</b>	Health & Safety Specifications	N/A
<b>ANNEXURE D</b>	Fire Protection Plan	N/A

**THE TENDER**

**PART T1 TENDERING PROCEDURES**

T1.1 TENDER NOTICE AND INVITATION TO TENDER ..... 5 - 8

T1.2 TENDER DATA..... 9 - 19

T1.3 STANDARD CONDITIONS OF TENDER ..... 20 - 30

**PART T2 RETURNABLE DOCUMENTS**

T2.1 LIST OF RETURNABLE DOCUMENTS ..... 32

T2.2 RETURNABLE SCHEDULES ..... 33 - 75

**PART T1 TENDERING PROCEDURES**

T1.1 TENDER NOTICE AND INVITATION TO TENDER..... 5 - 8  
T1.2 TENDER DATA..... 9 - 19  
T1.3 STANDARD CONDITIONS OF TENDER ..... 20 - 30

## T1.1 TENDER NOTICE & INVITATION TO TENDER

**STELLENBOSCH MUNICIPALITY HEREBY INVITES YOU TO TENDER FOR**

**TENDER B/SM 70/25: RENOVATIONS AND ALTERATIONS TO THE MUNICIPAL COURT BUILDING, ON ERF 528, 35 MARK STREET, STELLENBOSCH**

**TENDER NUMBER:** B/SM: 70/25

**DESCRIPTION:** RENOVATIONS AND ALTERATIONS TO THE MUNICIPAL COURT BUILDING, ON ERF 528, 35 MARK STREET, STELLENBOSCH

**CLOSING DATE:** 17 February 2024

**CLOSING TIME:** 12h00: Bids will be opened in the **Council Chambers or Supply Chain Management Boardroom.**

**CIDB:** The following CIDB class of construction works will be applicable to the Tender, in accordance with the sum tendered or value determined in accordance with regulation 25(7A) of the Construction Industry Development Regulations, 2004 (as amended) – As of 23 May 2019 - **Class of Construction Works: 4GB or higher.** (Please submit the subcontractor CIDB certificates or CRS no with the tender document). If intended to subcontract, the electrical part of the tender, CIDB grading of **1EB** is required, the waterproofing part of the tender, CIDB grading of **1SN** is required and for the plumbing **1SO** is required from sub-contractor. If **not subcontracted**, bidder must have a 4GB or higher and **1EB, 1SN and 1SO or higher.** (Please indicate your subcontractor with the CIDB grading in tender document. Please submit the subcontractor CIDB certificates or CRS no with the tender document)

The tenderer must be an asbestos-certified/ registered contractor with the Department of Labour for Type 3 Asbestos Work. Proof of validity to be submitted along with the tender document. **Tenderer may appoint a subcontractor for asbestos work if not registered however the tenderer's subcontractor must be a registered contractor with the Department of Labour for Type 3 Asbestos Work.**

**INFORMATION:**

**Tender Specifications:** (Mrs) A Lareman at Tel: 076 090 3445; Email: [anja@lareman.co.za](mailto:anja@lareman.co.za)  
**SCM Requirements:** Gerald Kraukamp at Tel: 021 808 8519 Email: [gerald.kraukamp@stellenbosch.gov.za](mailto:gerald.kraukamp@stellenbosch.gov.za)  
**Office hours for collection:** 08h00-15h30

A **Compulsory Clarification Meeting** will be held at **10:00 AM** on **21 January 2025** at the **Municipal Court, 35 Mark Street, Stellenbosch.**

Tenders may only be submitted on the Tender documentation issued by Stellenbosch Municipality and must be valid for **180 days** after tender closing. Late, electronic format, telephonic or faxed Tenders will not be considered, and Stellenbosch Municipality does not bind itself to accept the lowest, part of or any Tender.

Sealed Tenders, with **B/SM 70/25 Renovations and Alterations to the Municipal Court Building, Erf 528, 35 Mark Street, Stellenbosch** clearly endorsed on the envelope, must be deposited in the Tender box at the offices of the Stellenbosch Municipality, Town House Complex, Plein Street, Stellenbosch. The Tender box is accessible 24 hours a day and Tenders must be accompanied by the completed Tender documents. Tenders not accompanied by a complete Tender document, will not be considered.

**NOTE:** This tender will be evaluated in terms of the General Conditions of Contract, Supply Chain Management Policy and relevant specification as depicted in the document and the Stellenbosch Preferential Procurement Policy effective from 16 January 2023 in accordance with the Preferential Procurement Regulations that was promulgated by the Minister of Finance on 04 November 2022 in Government Gazette No 47452.

The preferential points system applied is as follows:80/20 in terms of the approved policy.

<b>Price</b>	<b>80</b>
<b>B-BBEE status level of contribution</b>	<b>10</b>
<b>Locality</b>	<b>10</b>
<b>Total points for Price and B-BBEE</b>	<b>100</b>

The following conditions to Tender exist (failure to comply may result in your Tender being disqualified):

1. This Tender is subject to the Joint Building Contracts Committee – Principal Building Agreement Edition 6.2 – May 2018 (JBCC) and special conditions for Tendering;
2. Relevant terms of reference;
3. Tenderers must be registered on the Central Supplier Database (CSD) if they wish to conduct business with the municipality;

4. No award will be made to tenderers whose tax status is non-compliant;
5. Tenders submitted must be in a sealed envelope clearly marked with the Tender number, placed in the tender box before closing time. Failure will result in the tender being invalid;

Tender documents, in English, are available only in **soft copies** and is obtainable from the Stellenbosch Municipality's website.

**Please note: Stellenbosch Municipality will never contact you to pay money in exchange for the award of the tender.**

G Mettler (Ms)  
**MUNICIPAL MANAGER**



**TENDER KENNISGEWING****STELLENBOSCH MUNICIPALITY NOOI U HIERMEE UIT OM TE TENDER VIR  
B/SM 70/25 OPKNAPPINGSWERK EN VERANDERINGE AAN DIE MUNISIPALE HOF OP ERF  
528, 35 MARK STRAAT, STELLENBOSCH**

**TENDER NOMMER:** B/SM 70/25

**BESKRYWING:** HERSTELWERK, VERANDERINGE EN INSTANDHOUING VAN DIE MUNISIPALE HOF – ERF 528, 35 MARK STRAAT, STELLENBOSCH

**SLUITINGSDATUM:** 17 February 2025

**TYD VAN SLUITING:** 12h00. Tenders sal oopgemaak word in die Raadsaal of in die Voorsieningskanaalbestuurs Raadsaal. As gevolg van die Covid-19 beperkinge sal die opening van tenders vir die publiek nie plaasvind nie maar die openingsregister sal onmiddellik daarna op die munisipale webwerf geplaas word.

**KIOR:** Die volgende KIOR klas vir konstruksiewerk, in ooreenstemming met die totale bedrag getender of waarde bepaal in ooreenstemming met regulasie 25 (7A) van die Konstruksie-industrie Ontwikkelingsraad, Regulasies, 2004 (soos gewysig) op 23 Mei 2019, sal op die bod van toepassing wees. Tendersaars moet 'n **geskatte KIOR kontrakgradering** van ten minste **4GB. of hoër** hê.

Indien beoog om te subkontraakteer, word die elektriese deel van die tender, CIDB-gradering van 1EB vereis, en die waterdigtingsgedeelte van die tender, CIDB-gradering van 1SO word van subkontraakteur vereis en vir Loodgieter werk 1SN . Indien nie gesubkontraakteer word nie, moet die tenderaar 'n 4GB of hoër, en 1EB, 1SN en 1SO of hoër hê. (Dien ook die KIOR sertifikaat van die subkontraakteur met die tender dokument)

Die tenderaar moet 'n asbes-gesertifiseerde/geregistreerde kontrakteur by die Departement van Arbeid vir Tipe 3 Asbeswerk wees. Bewys van geldigheid moet saam met die tenderdokument ingedien word. Tenderaar kan 'n subkontraakteur vir asbeswerk aanstel indien nie geregistreer nie, maar die tenderaar se subkontraakteur moet 'n geregistreerde kontrakteur by die Departement van Arbeid vir Tipe 3 Asbeswerk wees.

**NAVRAE:**

**Tender spesifikasies:** (Mev) A Lareman by Tel: 076 090 3445; Epos: [anja@lareman.co.za](mailto:anja@lareman.co.za)  
**Vkb vereistes:** Gerald Kraukamp at Tel: 021 808 8519 Epos: [gerald.kraukamp@stellenbosch.gov.za](mailto:gerald.kraukamp@stellenbosch.gov.za)  
**Kantoor Ure:** 08h00-15h30

'n **Verpligte inligtingsessie** sal gehou word op **21 Januarie 2025** om **10:00** by die Munisipale Hof, 35 Mark Straat, Stellenbosch. Tendersaars wat nie die verpligte inligtingsessie bywoon nie, sal nie in ag geneem word om te tender. Tenders mag slegs ingedien word op die tenderdokumentasie verskaf deur Stellenbosch Munisipaliteit en moet geldig wees vir **180.dae** na die sluitingsdatum. Laat, elektroniese formaat of gefakse tenders sal nie aanvaar word nie en Stellenbosch Munisipaliteit is nie verplig om die laagste of enige tender wat ingedien word te aanvaar nie.

Verseëde tenders duidelik gemerk: “**B/SM 70/25: HERSTELWERK, VERANDERINGE EN INSTANDHOUING VAN DIE MUNISIPALE HOF – ERF 528, 35 MARK STRAAT, STELLENBOSCH**” op die koevert, moet geplaas word in tenderbus buite die kantore van Stellenbosch Munisipaliteit, Meenthuis Kompleks, Stellenbosch. Die tenderbus is 24 uur per dag beskikbaar en tenders moet vergesel word met die voltooide stel tenderdokumente. Tendersaanbiedinge wat nie deur die volledige tenderdokument vergesel word nie, sal nie oorweeg word nie.

**LET WEL:** Hierdie tender sal geëvalueer word ingevolge die Algemene Kontrakvoorwaardes, Voorsieningskanaal Bestuursbeleid and relevante spesifikasies, soos vervat in die tender dokument asook die Stellenbosch Voorkeurverkrygingsbeleid effektief vanaf 16 Januarie 2023 in samewerking met die Voorkeurverkrygingsregulasies wat op 04 November 2022 deur die Minister van Finansies in Staatskoerant No 47452 afgekondig is.

Die voorkeerpunte stelsel is soos volg gebaseer: 80/20 in terme van die goedgekeurde beleid:

Prys	80
BBSEB status	10
Locality	10
Totale punte vir prys en B-BSEB	100

Die volgende voorwaardes vir Tender soos volg: (versuim om te voldoen, kan veroorsaak dat u Tender gediskwalifiseer word):

Reference No:	B/SM 70/25 Tender Notice	Page 7
---------------	-----------------------------	--------

1. Hierdie tender is onderworpe aan die Joint Building Contracts Committee – Principal Building Agreement Edition 6.2 – May 2018 (JBCC) en spesiale voorwaardes vir die tender;
2. Toepaslike opdrag
3. Tendersaars moet geregistreer wees op Sentrale verskaffersdatabasis (SVD) as hulle met die munisipaliteit sake wil doen
4. Geen toekenning sal gemaak word aan diensverskaffers wie se Belasting status ongeldig is.
5. Die tender wat ingedien moet word, moet in 'n verseëlde koevert wees wat duidelik gemerk is met die Tondernommer, wat in die tenderbus voor sluitingstyd geplaas word. Versuim sal tot gevolg hê dat die tender ongeldig is.

Tenderdokumente, in Engels, is verkrygbaar in **sagtekopie** vanaf Stellenbosch Munisipaliteit se webtuiste.

**Let wel: Die Stellenbosch municipalliteit sal nou nooit kontak om geld te betaal in ruil vir die toekenning van die tender**

G Mettler (Me)  
**MUNISIPALE BESTUURDER**

<b>PART A INVITATION TO BID</b>
---------------------------------

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)</b>				
-------------------------------------------------------------------------------------------------------	--	--	--	--

BID NUMBER:	B/SM 70/25	CLOSING DATE:	17 February 2024	CLOSING TIME:	12:00
-------------	------------	---------------	------------------	---------------	-------

DESCRIPTION	<b>RENOVATION AND ALTERATIONS TO THE MUNICIPAL COURT BUILDING, ERF 528, 35 MARK STREET, STELLENBOSCH</b>
-------------	----------------------------------------------------------------------------------------------------------

<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>
---------------------------------------------------------------------------------------------------

<b>BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT STELLENBOSCH MUNICIPALITY, TOWN HOUSE COMPLEX, PLEIN STREET, STELLENBOSCH</b>
------------------------------------------------------------------------------------------------------------------------------------------------------

<b>SUPPLIER INFORMATION</b>
-----------------------------

NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER		CODE		NUMBER			
CELLPHONE NUMBER							
FACSIMILE NUMBER		CODE		NUMBER			
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
TAX COMPLIANCE STATUS		TCS PIN:		OR	CSD No:		
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]		<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes <input type="checkbox"/> No	

<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------

1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]
3. TOTAL NUMBER OF ITEMS OFFERED		4. TOTAL BID PRICE	R
5. NAME, SURNAME AND SIGNATURE OF BIDDER	.....	6. DATE	
7. CAPACITY UNDER WHICH THIS BID IS SIGNED			

<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT	SCM Department	CONTACT PERSON	A Lareman
CONTACT PERSON	G. Kraukamp	TELEPHONE NUMBER	076 090 3445
TELEPHONE NUMBER	021 808 8519	FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	<a href="mailto:anja@lareman.co.za">anja@lareman.co.za</a>
E-MAIL ADDRESS	Gerald.Kraukamp@stellenbosch.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, 2022, THE STELLENBOSCH SUPPLY CHAIN MANAGEMENT POLICY, 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:

.....

## T1.2 TENDER DATA

The Conditions of Tender applicable to this contract are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Engineering and Construction Works Contracts – August 2019.

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

Each item below is cross-referenced to the relevant clause in the Standard Conditions of Tender to which it applies

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

### C.1 General

C.1.1.1 The Employer is: STELLENBOSCH MUNICIPALITY Represented by the Property Management and Municipal Building Maintenance.

The Employer's domicilium citandi et executandi (permanent physical business address) is:

PO Box 17  
Stellenbosch  
7599

The Employer's address for submitting the completed tender documents relating to this project is:

Town House Complex, Plein Street  
Stellenbosch  
7600

### C.1.2 Tender Documents:

The following documents form part of this tender:

**VOLUME 1 :** The Joint Building Contracts Committee-NPC, Edition 6.2 – May 2018. This publication is available and tenderers must obtain copies at their own cost from the South African Joint Building Contracts Committee (JBCC), <https://jbcc.co.za/electronic-services/>

**VOLUME 2 :** The SANS Standardised Specifications for Engineering Construction prepared by Standards South Africa. These publications are available, and tenderers must obtain copies at their own cost from Standards South Africa, Private Bag X191, PRETORIA, 0001.

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

The tender documents issued by the Employer comprise:

**VOLUME 3:** The Contract Document in which is bound:

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

### The Tender

#### Part T1: Tendering procedures

T1.1 Tender notice and invitation to tender  
T1.2 Tender data  
T1.3 Standard Conditions of Tender

#### 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 Form of Performance Guarantee
- C1.4 Form of Advance Payment Guarantee
- C1.5 Occupational Health and Safety Agreement
- C1.6 Contract of Temporary Employment as Community Liaison Officer

### **Part C2: Pricing Data**

- C2.1 Pricing Instructions
- C2.2 Pricing Schedule/ Bill of Quantities

### **Part C3: Scope of Work**

- C3.1 Description of the Works
- C3.2 Engineering
- C3.3 Procurement
- C3.4 Construction
- C3.5 Management
- C3.6 Annexes

### **Part C4: Appendices**

#### **List of Annexures**

#### **VOLUME 4:** Drawings under: **LIST OF ANNEXURES**

#### C.1.4 The Employer's Agent is:

Name: A Lareman (PA)

Address: Lareman Architects  
61 Plein Street  
Stellenbosch  
7600

Tel: 076 090 3445  
E-mail: [anja@lareman.co.za](mailto:anja@lareman.co.za)

#### C.1.4 The language for communications is: English.

- C.1.6.1 Contract will be awarded to the tenderer who submitted the highest scored responsive tender document, also subject to the client's final approval.
- C.1.6.2 A competitive negotiation procedure will not be followed.
- C.1.6.3 A two stage-system will not be followed.

## **C.2 Tenderer's obligations**

### **C.2.1 Eligibility**

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

- C.2.1.1 Only those tenderers who adhere to the minimum quality criteria stated in Annexure A: **Evaluation Process and Criteria** of this Tender Data shall be considered responsive and have their tenders evaluated further.

#### **C.2.1.2 Construction Industry Development Board (CIDB) Registration**

Only those tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, for 4GB or higher, and or their nominated sub-contractor 1 EB or higher, 1 SO or higher and 1 SN or higher.

Joint ventures are eligible to submit tenders provided that:

- (1) every member of the joint venture is registered with the CIDB;
- (2) the lead partner has a contractor grading designation in the 4GB or higher, and or their nominated sub-contractor 1 EB or higher, 1 SO or higher and 1 SN or higher class of construction work; and

- (3) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for the class of construction work in (2) or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations.

### C2.1.3 Central Supplier Database

No Bids will be awarded to a bidder who is not registered on the Central Supplier Database (CSD).

The CSD supplier number starting with (MAAA) number is automatically generated by the Central Database System after successful registration and validation of a prospective service provider. This number is now a mandatory requirement, as referred to in regulation 14(1) (b) of the Municipal Supply Chain Management Regulations, as part of the listing criteria for accrediting a prospective service provider. Prospective suppliers should self – register on the CSD website at [www.csd.gov.za](http://www.csd.gov.za). Registration on the CSD will be compulsory in order to conduct business with the STELLENBOSCH MUNICIPALITY. Registration on CSD can be done by contacting 021 808 8594 or [Nicolene.Hamilton@stellenbosch.gov.za](mailto:Nicolene.Hamilton@stellenbosch.gov.za)

Tenderers who are not registered on the Central Supplier Database at close of tender, shall submit a copy of their application of registration, with their tender submission. Tenders received from such tenderers who have not submitted proof of their registration within 21 days after the closing date for tender submissions, will not be considered.

### C2.1.4 Bank rating

Bank rating will not be required for this tender.

### C2.1.5 Outstanding amounts to the Municipality

The Employer shall have the right to summarily disqualify any Tenderer who, either at the date of submission of this tender or at the date of its award, is indebted to the Municipality in respect of any rental, levies, rates and/or service charges or alternatively that an agreement be signed whereby the Tenderer agrees that a percentage or fixed amount at the discretion of the Employer, be deducted from payments due to him for this tender, until the debt is paid in full.

The tenderer shall declare all the Municipal account numbers in the Stellenbosch Area for which the enterprise or the proprietors or directors in their personal capacity is/ are responsible or co-responsible.

- C.2.6 Failure to apply instructions contained in addenda may render a tenderer's offer non-responsive in terms of clause C.3.8.

- C.2.7 The arrangements for a compulsory clarification meeting are as specified in the Tender Notice and Invitation to Tender.

The onus rests with the tenderer to ensure that the person attending the clarification meeting on his behalf is appropriately qualified to understand all directives and clarifications given at that meeting. Tenderers shall 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.

The tenderer and any of his personnel or agents who enter upon the Site or the Employer's premises for the purpose of site visits will complete an indemnity form. Indemnity shall be given to the Employer prior to the start of any site visit.

- C.2.8 Request clarifications at least 7 working days before the closing time.

- C.2.9 The Employer will not provide any insurance.

- C.2.10 Tenderers are required to state the rates and currencies in Rand.

- C.2.11 The use of correction fluid/tape is not allowed. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.

Alterations or deletions not signed by the Tenderer may render the tender invalid.

- C.2.12 **NO** alternative offer will be accepted.

- C.2.13.1 Tenderers are allowed to submit only one tender offer, either as a single entity or as part of a joint venture.

- C.2.13.4 Parts of each tender offer communicated on paper shall be submitted as an original, plus NIL copies.

Reference No:	B/SM 70/25 Part T1: Tendering Procedures	Page 13 Tender Data
---------------	---------------------------------------------	------------------------

C.2.13.5 Submit only the signed "Original" Tender offer

C.2.13.6 A two-envelope procedure will **NOT** be followed.

C.2.13.7 Place and seal the printed and completed tender document in an envelope clearly marked "TENDER" and bearing the Employer's name, the contract number and description, the tenderer's authorised representative's name, the tenderer's postal address and contact telephone numbers.

C.2.13.9 Telephonic, facsimile or emailed tender offers will **NOT** be accepted.

C.2.15.1 The Employer's address for the delivery of tender offers and identification details to be shown on each tender offer package are:

Location of tender box:	Offices of the Stellenbosch Municipality (next to the library)
Physical address:	Town House Complex, Plein Street, Stellenbosch
Identification details:	Place the signed original tender offer in a package marked Tender number: <b>B/SM 70/25</b>
Title of tender:	<b>RENOVATIONS AND ALTERATIONS TO THE MUNICIPAL COURT BUILDING, ERF 528, 35 MARK STREET, STELLENBOSCH</b>

Tenders may be submitted any time of the day or night, Monday to Sunday at the Employer's address before the stated closing date and time.

C.2.15.2 The closing time for submission of tender offers is stated in the Tender Notice and/or Invitation to Tender

C.2.16.1 The tender offer validity period is 180 days.

C.2.16.3 Where a tenderer, at any time after the opening of his tender offer but prior to entering into a contract based on his tender offer:

- (1) withdraws his tender;
- (2) gives notice of his inability to execute the contract in terms of his tender; or
- (3) fails to comply with a request made in terms of C.2.17, C.2.18 or C.3.9,

such tenderer shall be barred from tendering on any of the Employer's future tenders for a period to be determined by the Employer, but not less than six (6) months, from the date of tender closure. The Employer may fully or partly exempt a tenderer from the provisions of this condition if he is of the opinion that the circumstances justify the exemption.

C.2.18 Any additional information requested under this clause must be provided within 5 working days of the date of request.

C.2.23 The tenderer is required to submit the following with his tender:

- (1) An original valid Tax Clearance Certificate issued by the South African Revenue Services; and
- (2) Proof of Contractor Registration drawn from the Construction Industry Development Board website should be attached to Returnable Schedule Form B2.
- (3) Evidence of registration and proof of good standing with a compensation insurer who is approved by the Department of Labour in terms of Section 80 of the Compensation for Occupational Injuries and Diseases Act (Act No 130 of 1993) (COID). The Tenderer is required to disclose all inspections, investigations and their outcomes conducted by the Department of Labour into the conduct of the Tenderer at a time during the 36 months preceding the date of this Tender (Refer Returnable Schedule Form B3);
- (4) Proof of Registration in respect of each partner, where a tenderer satisfied the CIDB contractor grading designation requirements through the formation of a joint venture;
- (5) Submit their Broad-Based Black Economic Empowerment status level certificate or certified copy thereof issued by a registered verification agency in accordance with the Preferential Procurement Policy Framework Act, 2000; Preferential Procurement Regulations, 2022. Joint ventures/consortiums will qualify for preference points, provided that the entity submits the relevant certificate/score card in terms of Preferential Procurement Regulations, 2022. Note that in the case of unincorporated entities, a verified score card must be submitted with the Tender.
- (6) Tenderers must be registered with a relevant Bargaining Council (if such be in place) and must submit, with the tender, the applicable Certificate of Compliance (letter of good standing in terms of the relevant Government Gazette). Each party to a Consortium/Joint Venture shall submit separate certificates in the above regard.

### C.3 The employers' undertakings

Reference No:	<b>B/SM 70/25 Part T1: Tendering Procedures</b>	Page 14 <b>Tender Data</b>
---------------	-----------------------------------------------------	-------------------------------



C.3.1.1 The Employer shall respond to clarifications received up to 7 working days before the tender closing time.

C.3.2 The Employer shall issue addenda until 5 working days before the tender closing time.

C.3.4.1 The time and location for the opening of tender offers are:

**Time:** Tenders will be opened immediately after the closing time for receipt of tender as stated in the Tender Notice and Invitation to Tender, or as stated in any Addendum extending the closing date.

C.3.4.2 **Location:** Bids will be opened in the Supply Chain Boardroom or the Council Chambers of Stellenbosch Municipality in public.

C.3.5.1 The two-envelope system will **NOT** be followed for this Tender.

C.3.7 In the event of disqualification, the Employer may, at his sole discretion, impose a specified period during which tender offers will not be accepted from the offending tenderer and report same to the CIDB and National Treasury.

**C.3.8 Test for responsiveness**

Add the following to C 3.8:

Tenders will be considered non-responsive if:

- a) the tender is not in compliance with the Scope of Work;
- b) the tenderer does not comply with the CIDB contractor grading designation as specified in C.2.1 above;
- c) the tenderer has failed to clarify or submit any supporting documentation within the time for submission stated in the Employer's written request.

**C.3.9 Arithmetical errors, omissions, discrepancies and imbalanced unit rates**

*Delete the text of clause C.3.9 and replace with:*

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 appearing in the summary to the pricing schedule or bill of quantities shall govern.

Check responsive tender offers for:

- (1) the gross misplacement of the decimal point in any unit rate;
- (2) omissions made in completing the pricing schedule or bill of quantities; or
- (3) arithmetic errors in:
  - (a) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
  - (b) the summation of the prices.
- (4) imbalanced unit rates.

Notify shortlisted tenderers of all errors, omissions or imbalanced rates that are identified in their tender offers.

Where the tenderer elects to confirm the errors, omissions or re-balancing of imbalanced rates the tender offer shall be corrected as follows:

- (1) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the unit rate shall govern and the line item total shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted and the unit rate shall be corrected.
- (2) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall be corrected.
- (3) Where the unit rates are imbalanced adjust such rates by increasing or decreasing them and selected others while retaining the total of the prices derived after any other corrections made under (1) and (2) above.
  - (a) Where there is an omission of a line item, no correction is possible and the offer may be declared non-responsive.
  - (b) Declare as non-responsive and reject any offer from a tenderer who elects not to accept the corrections proposed and subject the tenderer to the sanction under C.2.16.3.
  - (c) The tenderer is required to submit balanced unit rates for rate only items in the pricing schedule. The rates submitted for these items will be taken into account in the evaluation of tenders.

C.3.11 The procedure for the evaluation of responsive tenders is stated in **Annexure A: Evaluation Process and Criteria for Supply Chain Management Compliance Check.**

C.3.13 In addition to the requirements of the Condition of Tender, offers will only be accepted if:

- (1) The tenderer is registered with the Construction Industry Development Board with an appropriate contractor grading designation – as specified on pg1&2 of this document.
- (2) The tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.
- (3) The tenderer has not abused the Employer's supply chain management system.
- (4) The tenderer has not failed to perform on any previous contract and has not been given a written notice to this effect;
- (5) The tenderer is registered on the National Treasury Central Supplier Database;
- (6) To attend a compulsory briefing session and site inspection. Signing the briefing and site inspection attendance register is mandatory;
- (7) To provide a Letter of Intent for Performance Security, in the amount of 10% of the contract value issued by a Bank and/or Financial Institution;

C.3.17 The number of paper copies of the signed contract to be provided by the Employer is 1.

C.3.18 All requests shall be in writing.

#### **ADDITIONAL CONDITIONS OF TENDER CLAUSES:**

##### **C.3.19 Jurisdiction**

Unless stated otherwise in the tender data, each tenderer and the Employer undertake to accept the jurisdiction of the law courts of the Republic of South Africa.

##### **C.3.20 Successfully completed projects for Department's Technical Evaluation**

The prospective bidder must be 4GB or higher, and or their nominated sub-contractor 1 EB or higher, 1 SO or higher and 1 SN or higher CIDB Grading. In case a nominated sub-contractor is used, the bidder must indicate the nominated sub-contractor (Form A5).

**Bidders should provide full detail of at least 3 projects of similar size and nature (construction and or maintenance work and registered asbestos contractor with the Department of Labour) that were successfully completed during the past 5 years.**

**The client's company name, contact person, telephone number and email address must be provided by completing Form A2 Schedule of Work Experience of the Tenderer (T2.2 Returnable Schedules) with black ink. Reference letters must also be submitted for each project. References will be given 72 hours to confirm successfully completion of the work via email. It is the responsibility of the bidder to inform their references that reference checking will be done and that they must respond within the applicable time. Do not submit attachments without completing Form A2. Failure to provide such information and the reference letters will invalidate the bidder's offer.**

Similar size and nature mean building construction and or building maintenance projects of at least R 1 000 000.00 per project, including construction and or maintenance work for a registered asbestos contractor with the Department of Labour.

The bidder or their nominated sub-contractor must be an asbestos-certified/ registered contractor with the Department of Labour for Type 3 Asbestos Work. Proof of validity to be submitted along with the tender document. Tenderer may appoint a subcontractor for asbestos work if not registered however the tenderer's subcontractor must be a registered contractor with the Department of Labour for Type 3 Asbestos Work. Not submitting the proof of registration of the main contractor or nominated sub-contractor will invalidate the bidder's offer.

All the returnable documents (forms) must be completed in black ink; attachments must only be submitted once the forms are completed fully and in detail. Submitting attachments without completing the forms will invalidate the bidder's offer.

##### **C.3.21 Demonstrated experience of key-personnel**

In making his offer, the Tenderer is deemed to have all necessary personnel available to perform the works and comply with the prevailing Occupational Health and Safety Act. It would be extremely advantageous if the key personnel to be directly involved with this contract have relevant experience related to similar successfully completed projects and particular fields of specialization.

Reference No:	<b>B/SM 70/25 Part T1: Tendering Procedures</b>	Page 16 <b>Tender Data</b>
---------------	-----------------------------------------------------	-------------------------------

Tenderers must complete Form A3, T2.2 Returnable Schedules, for the key personnel identified for each listed position indicating similar successfully completed contracts and experience that is relevant to this contract for each of the key personnel indicated.

Demonstrated experience of the bidder's key personnel to be directly involved with this contract (if awarded) will be evaluated based on the information supplied by the bidder in Form A3 of Part T2.2: Returnable Schedules and the table below. Failure to complete Form A3 and attach the required information may result in the tender being considered non-responsive.

<b>Position</b>	<b>Qualifications</b>	<b>Minimum experience (years)</b>	<b>Experience in Alterations, General Builders work including electrical works (Number of Projects for minimum years of experience)</b>
Project Director/Contracts Manager	Not applicable	0	0
Site Agent /Construction Manager (JBCC 2018 6.2)	Not applicable	0	0
General Foreman/ Construction Supervisor	Not applicable	0	0

- A degree is qualified as a 3 or 4 year degree in a relevant discipline at a registered university.
- A diploma is qualified as a 3 or 4 year National Diploma in a relevant discipline obtained from registered University or Technicon.

All listed key personnel are to have the qualifications and minimum number of years' experience and pipeline experience requirement as listed in the above table. It is also required from the bidder to provide certified copies of qualifications for each key personnel listed and must be attached to Form A3. Bidder shall not be required to complete Form A3.

#### C.3.22 Service Level Agreement

The award of the tender is subject to the signing of a Service Level Agreement (SLA) between the successful bidder and Stellenbosch Municipality.

## ANNEXURE A

### EVALUATION PROCESS AND CRITERIA

This addendum contains all the criteria that the Employer shall use to evaluate tenders. In accordance with clause C.3.11 of the Standard conditions of tender. No other factors, methods or criteria shall be used. The tenderer shall provide all the information requested in the forms included in Part T2.2 – Returnable schedules.

Tenders shall be evaluated in five stages as follows

- Stage 1 – Evaluation of Administrative compliance
- Stage 2 – Evaluation of Tender Price
- Stage 3 – Evaluation of Preference
- Stage 4 – Combined score for Tender Price and Preference

#### 1 Stage 1: Administrative Compliance

All tenders duly lodged will be examined to determine compliance with tender requirements and conditions. Tenders with obvious deviations from the requirements/conditions, will be eliminated from further evaluation.

##### 1.1 Critical Criteria for Supply Chain Management Compliance excluding (g and h).

The following critical criteria have been identified for this tender and any non-compliance thereto will lead to the tenderer being regarded as non-responsive and disqualified from further evaluation:

- (a) The tenderer is registered with the Construction Industry Development Board with an appropriate contractor grading designation;
- (b) The tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- (c) The tenderer has not abused the Employer's supply chain management system;
- (d) The tenderer has not failed to perform on any previous contract and has not been given a written notice to this effect;
- (e) The tenderer is registered on the National Treasury Central Supplier Database;
- (f) The tenderer is registered on the Stellenbosch Municipality Suppliers Database;
- (g) Failure to list the required number of projects in Form A2, and to provide proof of similar projects shall result in the tender being non-responsive;
- (h) To attend a compulsory briefing session and site inspection. Signing the briefing and site inspection attendance register is mandatory (Form B1);
- (i) To provide a Letter of Intent for construction Guarantee, in the amount of 10% of the contract value issued by a Bank and/or Financial Institution;(Form B5)
- (j) All Pages of the Tender document must be initialled (not applicable).
- (k) Compulsory enterprise questionnaire completed (Form C1)
- (l) Signed J/V agreement must be attached (Where applicable)
- (m) Completion of the local content annexures and signing of Form C8 and relevant annexures/documentation.

#### 2 Stage 2: Financial

##### 2.1 Correction of arithmetical errors

Pursuant to clause C.3.9 of the standard conditions of tender as amended in the Tender Data, correction of arithmetical errors shall be undertaken.

<b>Reference No:</b>	<b>B/SM 70/25 Part T1: Tendering Procedures</b>	<b>Page 18 Tender Data</b>
----------------------	-----------------------------------------------------	--------------------------------

## 2.2 Calculation of score for Tender Price

The score for Tender Price shall be calculated using the following formula:

$$N_F = W_f \times \left[ 1 - \left( \frac{P_t - P_{min}}{P_{min}} \right) \right]$$

Where:

$N_F$  = the score for Tender Price awarded for the tender under consideration

$W_f$  = the weighting given to financial offer, determined as follows:

- 90 where the Tender Price, inclusive of VAT, of all responsive tender offers received has a value in excess of R50 000 000,00; or
- 80 where the Tender Price, inclusive of VAT, of one or more responsive tender offers has a value that equals or is less than R50 000 000,00.

$P_t$  = Tender Price of the tender under consideration

$P_{min}$  = Tender Price of the lowest responsive tender

In the event that the calculated value of  $N_F$  is negative, the allocated score shall be 0

## 3 Stage 3: Preference

A maximum of 20 points (80/20 preference points system) or 10 points (90/10 preference points system) will be awarded to tenderers who submit responsive tenders and who are found to be eligible for the preference claimed. Points are based on a tenderer's scorecard measured as prescribed in the Preferential Procurement Regulations, 2022 and the Stellenbosch Preferential Procurement Policy 2022/23.

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

B-BBEE Status Level of contributor	Number of Points for Contract value up to R50 000 000	Number of Points for Contract Value above R50 000 000
1	20	10
2	18	9
3	14	6
4	12	5
5	8	4
6	6	3
7	4	2
8	2	1
Non-compliant Contributor	0	0

Eligibility for preference points is subject to the following conditions:

- (1) The B-BBEE scorecard shall be submitted as a certificate attached to Returnable Schedule Form C2; and
- (2) The B-BBEE certificate shall:
  - (a) be an original or an original certified copy of the original; and
  - (b) have been issued by a verification agency accredited by the South African National Accreditation System (SANAS); or
  - (c) have been issued by a registered auditor approved by the Independent Regulatory Board of Auditors (IRBA), and
- (3) The Verification Certificate must be valid at the tender closing date; and
- (4) The date of issue of the B-BBEE certificate must be less than 12 (twelve) months prior to the advertised tender closing date (see Tender Data C2.15.2); and
- (5) Compliance with any other information requested to be attached to Form C2; and
- (6) If a tenderer claims a B-BBEE preference score without submitting an acceptable verification certificate, a period of 24 hours will be granted to submit an acceptable verification certificate which was valid at date of tender closure; and
- (7) Failure to submit a valid B-BBEE verification certificate will result in the award of 0 (zero) points for preference; and
- (8) In the event of a joint venture (JV), a consolidated B-BBEE verification certificate in the name of the JV shall be submitted.

#### **4 Stage 4: Financial and Preference**

After calculation of the scores for Tender Price and for Preference, a combined score will be calculated as follows:

$$N_T = N_F + N_P$$

Where:

$N_T$  = Total score for tender under consideration

$N_F$  = Score for Tender Price

$N_P$  = Score for Preference

Calculations of score price, preference and functionality, as relevant, to two decimal places.

The tender with the highest score should be recommended taking into consideration the following:

##### **4.1 Commercial Risk Analysis**

The tender will be subjected to risk analysis to ensure that it would, if accepted, not place the Employer or the tenderer, at undue risk.

A risk analysis will be performed to ascertain if any of the following might present an unacceptable commercial risk to the Employer:

- (a) Unduly low tendered sums
- (b) Unduly high individual rates
- (c) Unduly low rates
- (d) Imbalances in pricing

It is in the best interests of the Employer to amend an error which will cause the tender to be rejected on the basis of it presenting an unacceptable commercial risk.

##### **4.1.1 Acceptance of tenders**

Tenders shall be accepted, provided they comply with the requirements of clause C.3.13 of the standard conditions of tender.

<b>Reference No:</b>	<b>B/SM 70/25 Part T1: Tendering Procedures</b>	<b>Page 20 Tender Data</b>
----------------------	-----------------------------------------------------	--------------------------------

***The Employer reserves the right to accept all, some, or none of the tenders submitted – either wholly or in part – and it is not obliged to accept the lowest tender.***

By submitting this tender, the tenderer authorizes the Employer or its delegate(s) to carry out any investigation deemed necessary to verify the correctness of the statements and documents submitted and that such documents reasonably reflect the ability of the tenderer to provide the goods and services required by the Employer.

**PLEASE NOTE**

The Employer may cancel a contract awarded to a person if:

- (a) The person committed a corrupt or fraudulent act during the procurement process or in the execution of the contract, or
- (b) An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited that person.

The Employer may reject the tender or quote of any person if that person or any of its directors has:

- (a) Failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months;
- (b) Failed, during the last five years, to perform satisfactorily on a previous contract with the Employer or any other organ of State after written notice was given to that tenderer that performance was unsatisfactory;
- (c) Abused the supply chain management system of the Employer or have committed any improper conduct in relation to this system;
- (d) Been convicted of fraud or corruption during the past five years;
- (e) Wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
- (f) Been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004) or has been listed on National Treasury's database as a person prohibited from doing business with public sector.

## T1.3 STANDARD CONDITIONS OF TENDER (CIDB)

### Annex C (normative)

#### Standard Conditions of Tender

##### C.1 General

##### C.1.1 Actions

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

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

Note:

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

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

##### C.1.2 Tender Documents

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

##### C.1.3 Interpretation

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

**C.1.3.2** These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

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

- a) conflict of interest means any situation in which:
  - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
  - ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
  - iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.



- b) comparative offer means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) fraudulent practice means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

#### **C.1.4 Communication and employer's agent**

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

#### **C.1.5 Cancellation and Re-Invitation of Tenders**

**C.1.5.1** An employer may, prior to the award of the tender, cancel a tender if-

- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.
- d) there is a material irregularity in the tender process.

**C.1.5.2** The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised

**C.1.5.3** An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time

#### **C.1.6 Procurement procedures**

##### **C.1.6.1 General**

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

##### **C.1.6.2 Competitive negotiation procedure**

**C.1.6.2.1** Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

**C.1.6.2.2** All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

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

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

### **C.1.6.3 Proposal procedure using the two stage-system**

#### **C.1.6.3.1 Option 1**

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

#### **C.1.6.3.2 Option 2**

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

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

## **C.2 Tenderer's obligations**

### **C.2.1 Eligibility**

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

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

### **C.2.2 Cost of tendering**

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

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

### **C.2.3 Check documents**

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

### **C.2.4 Confidentiality and copyright of documents**

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

### **C.2.5 Reference documents**

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

### **C.2.6 Acknowledge addenda**

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

### **C.2.7 Clarification meeting**

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

### **C.2.8 Seek clarification**

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

### **C.2.9 Insurance**

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

### **C.2.10 Pricing the tender offer**

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

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

**C.2.10.3** Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

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

### **C.2.11 Alterations to documents**

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

### **C.2.12 Alternative tender offers**

**C.2.12.1** Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

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

**C.2.12.3** An alternative tender offer must only be considered if the main tender offer is the winning tender.

### **C.2.13 Submitting a tender offer**

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

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

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

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

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

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

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

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

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

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

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

#### **C.2.15 Closing time**

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

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

#### **C.2.16 Tender offer validity**

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

**C.2.16.2** If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

**C.2.16.3** Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

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

#### **C.2.17 Clarification of tender offer after submission**

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

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

### **C.2.18 Provide other material**

**C.2.18.1** Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.

Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

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

### **C.2.19 Inspections, tests and analysis**

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

### **C.2.20 Submit securities, bonds and policies**

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

### **C.2.21 Check final draft**

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

### **C.2.22 Return of other tender documents**

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

### **C.2.23 Certificates**

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

## **C.3 The employer's undertakings**

### **C.3.1 Respond to requests from the tenderer**

**C.3.1.1** Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

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

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

### **C.3.2 Issue Addenda**

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

**C.3.3 Return late tender offers**

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

**C.3.4 Opening of tender submissions**

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

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

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

**C.3.5 Two-envelope system**

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

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

**C.3.6 Non-disclosure**

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

**C.3.7 Grounds for rejection and disqualification**

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

**C.3.8 Test for responsiveness**

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

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

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

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

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

### **C.3.9 Arithmetical errors, omissions and discrepancies**

**C.3.9.1** Check 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.

**C.3.9.2** Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:

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

**C.3.9.3** Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

**C.3.9.4** Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

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

### **C.3.10 Clarification of a tender offer**

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

### **C.3.11 Evaluation of tender offers**

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

<b>The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:</b>	
<b>Requirement</b>	<b>Qualitative interpretation of goal</b>
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

**The activities associated with evaluating tender offers are as follows:**

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

**C.3.11.1 General**

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

**C.3.12 Insurance provided by the employer**

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

**C.3.13 Acceptance of tender offer**

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

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- c) has the legal capacity to enter into the contract;
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a



judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;

- e) complies with the legal requirements, if any, stated in the tender data; and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

### **C.3.14 Prepare contract documents**

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

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

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

### **C.3.15 Complete adjudicator's contract**

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

### **C.3.16 Registration of the award**

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the cidb Register of Projects.

### **C.3.17 Provide copies of the contracts**

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

### **C.3.18 Provide written reasons for actions taken**

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

## Annex G

(normative)

### Alpha-numeric associated with the Contractor Grading Designations

**Table G1: Contractor grading designations and associated parameters**

<b>Contractor Grading Designation</b>	<b>Tender Value Range designation</b>	<b>Maximum value of contract that a contractor is considered capable of performing (R)</b>
1 (class of construction works)	1	500 000
2 (class of construction works)	2	1000 000
3 (class of construction works)	3	3 000 000
4 (class of construction works)	4	6 000 000
5 (class of construction works)	5	10 000 000
6 (class of construction works)	6	20 000 000
7 (class of construction works)	7	60 000 000
8 (class of construction works)	8	200 000 000
9 (class of construction works)	9	No Limit

**PART T2      RETURNABLE DOCUMENTS**

T2.1      LIST OF RETURNABLE DOCUMENTS..... 34

T2.2      RETURNABLE SCHEDULES.....35 - 77

## T2.1 LIST OF RETURNABLE DOCUMENTS

The Tenderer must complete the following returnable documents:

- 1 RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES
- 2 OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES
- 3 RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT
- 4 OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT
- 5 C1.1 OFFER AND ACCEPTANCE (INCLUDED IN PART C1: AGREEMENT AND CONTRACT DATA)
- 6 C1.2 CONTRACT DATA (PART 2) DATA PROVIDED BY THE CONTRACTOR (INCLUDED IN PART C1: AGREEMENT AND CONTRACT DATA)
- 7 C2.2 BILL OF QUANTITIES (INCLUDED IN PART C2: PRICING DATA)

## T2.2 RETURNABLE SCHEDULES

The Tenderer must complete the following returnable documents.

<b>T2.2.1</b>	<b>RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES</b>	
Form A1:	Authority for Signatory	34 - 35
Form A1.1:	Certificate of Authority for Joint Ventures	36
Form A2:	Schedule of Work Experience of the Tenderer	37 - 38
Form A3:	Details of Qualifications and Experience of Staff	39 - 40
Form A4:	Schedule of Plant and Equipment	41
Form A5:	Schedule of Sub-Contractors	42
Form A6:	Estimated Monthly Expenditure	43
Form A7:	Proposed Deviations and Qualifications by Tenderer	44
Form A8:	Certificate of Insurance Cover	45
Form A9:	Preliminary Construction Programme (for information purposes only)	46
Form A10:	Returnable Document Checklist	47
<b>T2.2.2</b>	<b>OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES</b>	
Form B1:	Certificate of Tenderer's Attendance at the Site/Clarification Meeting	48
Form B2:	Certificate of Registration with Construction Industry Development Board	49
Form B3:	Form Concerning Fulfilment of the Construction Regulations, 2014	50 - 51
Form B4:	Record of Addenda to Tender Documents	52
Form B5:	Letter of Intent to provide a Performance Bond	53
<b>T2.2.3</b>	<b>RETURNABLE SCHEDULES THAT WILL BE INCORPORATED IN THE CONTRACT</b>	
Form C1:	Compulsory Enterprise Questionnaire	54 - 55
Form C2:	Preferencing Schedules: Preference Points Claim Form in Terms of Preferential Procurement Regulations 2022 (MBD 6.1)	57 - 56
Form C3:	Declaration of Interest (MBD 4)	64 - 66
Form C4:	Declaration of Bidder's Past Supply Chain Management Practices (MBD 8)	67 - 68
Form C5:	Certificate of Independent Bid Determination (MBD 9)	69 - 70
Form C6:	Declaration for Procurement above R10 Million (MBD5)	71
Form C7:	NOT USED	
Form C8:	NOT USED	
Form C9:	Certificate for Payment of Municipal Services (MBD10)	72
Form C10:	Compensation for occupational injuries and diseases act, 1993 (act 130 of 1993).	73
Form C11:	Form of Indemnity	74
Form C12:	Declaration by Tenderer	75

**IMPORTANT NOTE:** All the returnable documents (forms) must be completed in black; attachments must only be submitted once the forms are completed fully and in detail. Submitting attachments without completing the forms will invalidate the bidder's offer.

<b>Form A1 Authority to sign a Bid</b>
----------------------------------------

**1. SOLE PROPRIETOR (SINGLE OWNER BUSINESS) AND NATURAL PERSON**

1.1. I, \_\_\_\_\_, the undersigned, hereby confirm that I am the sole owner of the business trading as \_\_\_\_\_.

OR

1.2. I, \_\_\_\_\_, the undersigned, hereby confirm that I am submitting this tender in my capacity as natural person.

SIGNATURE:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

**2. COMPANIES AND CLOSE CORPORATIONS**

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

2.2. In the case of a **CLOSE CORPORATION (CC)** submitting a bid, **a resolution by its members**, authorizing a member or other official of the corporation to sign the documents on their behalf, **shall be included with the bid**.

**PARTICULARS OF RESOLUTION BY BOARD OF DIRECTORS OF THE COMPANY/MEMBERS OF THE CC**

Date Resolution was taken	
Resolution signed by (name and surname)	
Capacity	
Name and surname of delegated Authorised Signatory	
Capacity	
Specimen Signature	

Full name and surname of ALL Director(s) / Member (s)			
1.		2.	
3.		4.	
5.		6.	
7.		8.	
9.		10.	
Is a CERTIFIED COPY of the resolution attached?		YES	NO

SIGNED ON BEHALF OF COMPANY / CC:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

**3. PARTNERSHIP**

We, the undersigned partners in the business trading as \_\_\_\_\_ hereby authorize Mr/Ms \_\_\_\_\_ to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract for and on behalf of the abovementioned partnership.

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner		Signature	
SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

**4. CONSORTIUM**

We, the undersigned consortium partners, hereby authorize \_\_\_\_\_ (Name of entity) to act as lead consortium partner and further authorize Mr./Ms. \_\_\_\_\_ To sign this offer as well as any contract resulting from this tender and any other documents and correspondence in connection with this tender and / or contract for and on behalf of the consortium.

The following particulars in respect of each consortium member must be provided and signed by each member:

Full Name of Consortium Member	Role of Consortium Member	% Participation	Signature
SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

<b>Form A1.1 Certificate of Authority for Joint Ventures</b>
--------------------------------------------------------------

**This returnable schedule is to be completed by JOINT VENTURES**

We, the undersigned, are submitting this tender offer in joint venture and hereby authorize Mr./Ms. \_\_\_\_\_

authorized signatory of the Company/Close Corporation/Partnership (name) \_\_\_\_\_

\_\_\_\_\_, 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.

(i) Name of firm (Lead partner)			
Address			
		Tel. No.	
Signature		Designation	

(ii) Name of firm			
Address			
		Tel. No.	
Signature		Designation	

(iii) Name of firm			
Address:			
		Tel. No.	
Signature		Designation	

(iv) Name of firm			
Address			
		Tel. No.	
Signature		Designation	

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



<b>Form A2      Schedule of Work Experience of the Tenderer</b>
-----------------------------------------------------------------

Bidders should provide full detail of at least 3 projects of similar size and nature (construction and or maintenance work and registered asbestos contractor with the Department of Labour) that were successfully completed during the past 5 years. The client's company name, contact person, telephone number and email address must be provided by completing Form A2 Schedule of Work Experience of the Tenderer (T2.2 Returnable Schedules) with black ink. Reference letters must also be submitted for each project. References will be given 72 hours to confirm successfully completion of the work via email. It is the responsibility of the bidder to inform their references that reference checking will be done and that they must respond within the applicable time. Do not submit attachments without completing Form A2. Failure to provide such information and the reference letters will invalidate the bidder's offer.

All the returnable documents (forms) must be completed in black ink; attachments must only be submitted once the forms are completed fully and in detail. Submitting attachments without completing the forms will invalidate the bidder's offer.

COMPLETED CONTRACTS BY TENDERER						
EMPLOYER (Name, Tel, Fax, Email)		Contact Person (Name, Tel, Fax, Email)		NATURE OF WORK	VALUE OF WORK (INCL. VAT)	DATE STARTED AND COMPLETED
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				

CURRENT CONTRACTS BY TENDERER						
EMPLOYER (Name, Tel, Fax, Email)		Contact Person (Name, Tel, Fax, Email)		NATURE OF WORK	VALUE OF WORK (INCL. VAT)	DATE STARTED AND COMPLETED
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

<b>Form A3      Details of Qualifications and Experience of Staff</b>
-----------------------------------------------------------------------

Tenderers must set out in the Schedule hereunder details of the listed staff's experience in work of a similar nature to that for which their Tender is submitted. Key staff member experience will be evaluated on them having done contracts of similar scope or value in the key positions proposed. The information shall be supplied separately and attached to this schedule, in the tabulated format given as examples below, for each key person. Certified qualifications shall be attached to this form. In the case of an association / joint venture / consortium, it should be indicated how the duties and responsibilities are to be shared. Bidder shall not be disqualified if this form is not completed unless it is a joint venture, if the information is not supplied during the tender submission.

PROJECT DIRECTOR / CONTRACTS MANAGER	NAME: ..... DEGREE/DIPLOMA .....			
CONTRACT & CLIENT	NATURE OF WORK	POSITION HELD	VALUE OF WORK	YEAR COMPLETED

SITE AGENT / CONSTRUCTION MANAGER (GCC 2015 4.12.2)	NAME: ..... NQF LEVEL .....			
CONTRACT & CLIENT	NATURE OF WORK	POSITION HELD	VALUE OF WORK	YEAR COMPLETED

--	--

GENERAL FOREMAN/ CONSTRUCTION SUPERVISOR	NAME: ..... NQF LEVEL.....			
CONTRACT & CLIENT	NATURE OF WORK	POSITION HELD	VALUE OF WORK	YEAR COMPLETED

Number of sheets appended by the tenderer to this schedule ( <i>If nil, enter <b>NIL</b></i> )	
------------------------------------------------------------------------------------------------	--

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

<b>Form A4      Schedule of Plant and Equipment</b>
-----------------------------------------------------

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

<b>DETAILS OF MAJOR EQUIPMENT THAT IS OWNED BY AND IMMEDIATELY AVAILABLE FOR THIS CONTRACT.</b>			
QUANTITY	DESCRIPTION	SIZE	CAPACITY

Attach additional pages if more space is required.

<b>DETAIL OF MAJOR EQUIPMENT THAT WILL BE HIRED, ORE ACQUIRED FOR THIS CONTRACT IF MY / OUR TENDER IS ACCEPTED.</b>			
QUANTITY	DESCRIPTION,	SIZE	CAPACITY

Attach additional pages if mores space is required.

Number of sheets appended by the tenderer to this schedule ( <i>If nil, enter <b>NIL</b></i> )	
------------------------------------------------------------------------------------------------	--

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

<b>Form A5      Schedule of Sub-Contractors</b>
-------------------------------------------------

I/we the tenderer, notify the Stellenbosch Municipality that it is our intention to employ the following Subcontractors for work (excluding provisional sums and contingencies) in this contract (see clause C.3.20).

SUBCONTRACTORS				
Category / Type	Subcontractor Name; Address; Contact Person; Tel. No.		Items of work (pay items) to be undertaken by the Subcontractor	Estimated cost of Work (Rand)
1.	Name of firm			
	Contact person			
	Tel No			
	Address			
2.	Name of firm			
	Contact person			
	Tel No			
	Address			
3.	Name of firm			
	Contact person			
	Tel No			
	Address			
4.	Name of firm			
	Contact person			
	Tel No			
	Address			
5.	Name of firm			
	Contact person			
	Tel No			
	Address			

Number of sheets appended by the tenderer to this schedule ( <i>If nil, enter NIL</i> )	
-----------------------------------------------------------------------------------------	--

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

<b>Form A6      Estimated Monthly Expenditure</b>
---------------------------------------------------

The tenderer shall state below the estimated value of work to be completed every month, based on his preliminary programme and his tendered unit rates.

The amount for contingencies must not be included.

MONTH		VALUE
1	R	
2	R	
3	R	
4	R	
5	R	
6	R	
7	R	
8	R	
9	R	
<b>SUBTOTAL</b>		<b>R</b>
<b>CONTINGENCIES</b>		<b>(10%)</b>
<b>SUBTOTAL</b>		
<b>VAT (15%)</b>		
<b>TOTAL INCL. VAT</b>		

<b>SIGNATURE</b>		<b>NAME (PRINT)</b>	
<b>CAPACITY</b>		<b>DATE</b>	
<b>NAME OF FIRM</b>			

<b>Form A7      Proposed Deviations and Qualifications by Tenderer</b>
------------------------------------------------------------------------

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

**The Tenderer's attention is drawn to clause C3.8.2 of the Standard Conditions of Tender referenced in the Tender Data regarding the Employer's handling of material deviations and qualifications.**

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

PAGE	CLAUSE OR ITEM	DESCRIPTION

Number of sheets appended by the tenderer to this schedule ( <i>If nil, enter NIL</i> )	
-----------------------------------------------------------------------------------------	--

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



**Form A8 Certificate of Insurance Cover**

**Note to tenderer:**

In the event of the tenderer being a joint venture/consortium, the details of the individual members must also be provided.

The Tenderer shall provide the following details of this insurance cover:

(i) Name of tenderer: .....

(ii) Period of Validity: .....

(iii) Value of Insurance:

- Insurance for Works and Contractor's equipment

Company: .....

Value: .....

- Insurance for Contractor's personnel

Company: .....

Value: .....

- General public liability

Company: .....

Value: .....

- SASRIA

Company: .....

Value: .....

Number of sheets appended by the tenderer to this schedule ( <i>If nil, enter NIL</i> )	
-----------------------------------------------------------------------------------------	--

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

<b>Form A9      Preliminary Construction Programme (for information purposes only)</b>
----------------------------------------------------------------------------------------

The tenderer shall attach a preliminary programme, to this Form.

This programme shall:

- be in the form of a bar chart (Gantt chart) or similar acceptable time/activity form reflecting the proposed sequence and tempo of execution of the various activities and the quantities that will be carried out every week under each of the elements, comprising the work for this contract;
- also indicate the point where the Tenderer intends to commence work operations and the direction in which the work will proceed;
- be in accordance with the information provided in Form A4: Schedule of Plant and Equipment, Form A6: Estimated monthly expenditure, and with all other aspects of the Tender; and
- indicate planned working hours.

**Details of the preliminary programme shall be appended to this Form.**

Number of sheets appended by the tenderer to this schedule ( <i>If nil, enter <b>NIL</b></i> )	
------------------------------------------------------------------------------------------------	--

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

<b>Form A10    Returnable Document Checklist</b>
--------------------------------------------------

This form has been created as an aid to ensure a tenderer's compliance with the completion of the returnable schedules.

Reference No	Document Description	Tick if completed
Form A1:	Authority for Signatory	
Form A1.1:	Certificate of Authority for Joint Ventures	
Form A2:	Schedule of Work Experience of the Tenderer	
Form A3:	Details of Qualifications and Experience of Staff	
Form A4:	Schedule of Plant and Equipment	
Form A5:	Schedule of Sub-Contractors	
Form A6:	Estimated Monthly Expenditure	
Form A7:	Proposed Deviations and Qualifications by Tenderer	
Form A8:	Certificate of Insurance Cover	
Form A9:	Preliminary Construction Programme (for information purposes only)	
Form A10:	Returnable Document Checklist	
Form B1	Certificate of Tenderer's Attendance at the Site/Clarification Meeting	
Form B2	Proof of Registration with Construction Industry Development Board	
Form B3	Form Concerning Fulfilment of the Construction Regulations, 2014	
Form B4	Record of Addenda to Tender Documents	
Form B5	Letter of Intent to Provide a Performance Bond	
Form C1	Compulsory Enterprise Questionnaire	
Form C2	Preferencing Schedules (MBD6.1)	
Form C3	Declaration of Interest (MBD4)	
Form C4	Declaration of Bidder's Past Supply Chain Management Practices	
Form C5	Certificate of Independent Bid Determination	
Form C6	Declaration for Procurement above R10 Million (MBD5)	
Form C7	Guidance document for the calculation of local content attached for information purposes (MBD6.2)	
Form C8	Declaration certificate for local production and content for designated sectors	
Form C9	Certificate for Payment of Municipal Services (MBD10)	
Form C10	Compensation for occupational injuries and diseases act, 1993 (act 130 of 1993)	
Form C11	Form of Indemnity	
Form C12	Declaration by Tenderer	

<b>Form B1      Certificate of Tenderer's Attendance at the Site/Clarification Meeting</b>
--------------------------------------------------------------------------------------------

I / We, the undersigned, certify that I / we have examined the Site for the Works and its surroundings for which I / we am / are submitting this Tender and have, as far as practicable possible, familiarized myself / ourselves with all information, risks, contingencies and other circumstances which may influence or affect my / our tender.

NAME & SURNAME			
CAPACITY			
NAME OF FIRM			
ADDRESS			
TELEPHONE NO		FAX NO:	
E-MAIL		SIGNATURE	

*NB: Please note that no latecomers will be allowed.*

*For all compulsory briefing sessions/site meetings/clarification meetings, bids received from interested bidders that did not attend the meeting or arrived later than predetermined date and time, will be **disqualified***

<b>Form B2      Certificate of Registration with CIDB</b>
-----------------------------------------------------------

**CIDB Contractor Registration Certificate**

A Certificate of Contractors Registration issued by the Construction Industry Development Board (CIDB) shall be attached to this schedule.

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

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

**Form B3 Concerning Fulfilment of the Construction Regulations, 2014**

In terms of Regulation 5(1)(h) of the Construction Regulations, 2014 (hereinafter referred to as the Regulations), promulgated on 7 February 2014 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993), the Employer shall not appoint a Contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her Tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

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

<b>YES</b>	<input type="checkbox"/>
<b>NO</b>	<input type="checkbox"/>

2 Proposed approach to achieve compliance with the Regulations (Tick)

Own resources, competent in terms of the Regulations (refer to 3 below)	<input type="checkbox"/>
Own resources, still to be hired and/or trained (until competency is achieved)	<input type="checkbox"/>
Specialist subcontract resources (competent) - specify:	<input type="checkbox"/>

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

.....

.....

.....

.....

.....

.....

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

.....

.....

.....

.....

.....

.....

5 Potential key risks identified and measures for addressing risks:

.....

.....

.....

.....

.....

.....

.....

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

<b>YES</b>	
<b>NO</b>	

7 The tenderer shall attach to this Form evidence that he is registered and in good standing with a compensation insurer who is approved by Department of Labour in terms of section 80 of the Compensation for Injury and Disease Act, 1993 (Act No 130 of 1993)(COID).

The tenderer is required to disclose, by also attaching documentary evidence to this form, all inspections, investigations and their outcomes conducted by the Department of Labour into the conduct of the Tenderer at any time during the 36 months preceding the date of this Tender.

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

**Form B4      Record of Addenda to Tender Documents**

We confirm that the following communications issued by the Employer before the submission of this Tender offer, amending the Tender Documents, have been taken into account in this Tender offer:

	Date	Title or details
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



**Form B5 Letter of Intent to Provide a Construction Guarantee**

It is hereby agreed that a Performance Bond drafted exactly as set out in the attached examples (See Section C1.3: Form of Guarantee) will be provided by the Surety named below:

Name of Surety (Bank or Insurer) .....

Address: .....

.....

.....

Signed: .....

Name: .....

.....

Capacity: .....

On behalf of Tenderer  
(name of tenderer) .....

Date: .....

**CONFIRMED BY** Surety's Authorised representative

Signature(s): .....

Name (print): .....

Capacity .....

On behalf of Surety (Bank or Insurer) .....

Date: .....

<b>Form C1      Compulsory Enterprise Questionnaire</b>
---------------------------------------------------------

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

**SECTION 1: NAME OF ENTERPRISE:** .....

**SECTION 2: VAT REGISTRATION NUMBER, IF ANY:**.....

**SECTION 2A: NATIONAL TREASURY CENTRAL SUPPLIER DATABASE REGISTRATION NUMBER** .....

**SECTION 2B: SARS TAX COMPLIANCE STATUS PIN** .....

**SECTION 3: CIDB REGISTRATION NUMBER, IF ANY:**.....

**SECTION 4: PARTICULARS OF SOLE PROPRIETORS AND PARTNERS IN PARTNERSHIPS**

Name*	Identity number*	Personal income tax number*

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

**SECTION 5: PARTICULARS OF COMPANIES AND CLOSE CORPORATIONS**

Company registration number: .....

Close corporation number: .....

Tax reference number: .....

**SECTION 6: RECORD IN THE SERVICE OF THE STATE**

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

<input type="checkbox"/> a member of any municipal council <input type="checkbox"/> a member of any provincial legislature <input type="checkbox"/> a member of the National Assembly or the National Council of Province <input type="checkbox"/> a member of the board of directors of any municipal entity <input type="checkbox"/> an official of any municipality or municipal entity	<input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No 1 of 1999) <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity <input type="checkbox"/> an employee of Parliament or a provincial legislature
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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

\*

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

\*Insert separate page if necessary.

#### SECTION 7: RECORD OF SPOUSES, CHILDREN AND PARENTS IN THE SERVICE OF THE STATE

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

<input type="checkbox"/> a member of any municipal council <input type="checkbox"/> a member of any provincial legislature <input type="checkbox"/> a member of the National Assembly or the National Council of Province <input type="checkbox"/> a member of the board of directors of any municipal entity <input type="checkbox"/> an official of any municipality or municipal entity	<input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No 1 of 1999) <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity <input type="checkbox"/> an employee of Parliament or a provincial legislature
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

\*

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

\*Insert separate page if necessary.

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

- (i) authorises the Employer to obtain a tax clearance certificate from the South African Revenue Services that my/our tax matters are in order;
- (ii) confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act, 2004;

- (iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise, has within the last five years been convicted of fraud or corruption;
- (iv) confirms that I/we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the Tenderers or those responsible for compiling the Scope of Work that could cause or be interpreted as a conflict of interest; and
- (v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

**Form C2 MBD6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 – PURCHASES/SERVICES 80/20**

**NB:**

**Before completing this form, bidders must study the general conditions, definitions and directives applicable in respect of B-BBEE, as prescribed in the Preferential Procurement Regulations, 2022 and the Stellenbosch Preferential Procurement Policy 2022/23**

**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 to **not exceed R50 000 000** (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable

1.3 Points for this bid shall be awarded for:

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

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

	<b>POINTS</b>
<b>PRICE</b>	80
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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

1.6 Failure on the part of a bidder to submit proof of Locality together with the bid, will be interpreted to mean that preference points for Locality are not claimed. (N/A)

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

**2. DEFINITIONS**

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

- (g) “**Locality**” means the local suppliers and/or service providers that business offices are within the Municipal area of Stellenbosch (WC024).
- (h) “**price**” includes all applicable taxes less all unconditional discounts;
- (i) “**proof of B-BBEE status level of contributor**” means:
- 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (j) “**QSE**” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (k) “**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;
- (l) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1 POINTS AWARDED FOR PRICE

##### 3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{P_s} = \mathbf{80} \left( \mathbf{1} - \frac{\mathbf{P_t - P_{min}}}{\mathbf{P_{min}}} \right) & \mathbf{or} & \mathbf{P_s} = \mathbf{90} \left( \mathbf{1} - \frac{\mathbf{P_t - P_{min}}}{\mathbf{P_{min}}} \right)
 \end{array}$$

Where

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

### 4. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME-GENERATING PROCUREMENT

#### 4.1 POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{P_s} = \mathbf{80} \left( \mathbf{1} + \frac{\mathbf{P_t - P_{max}}}{\mathbf{P_{max}}} \right) & \mathbf{or} & \mathbf{P_s} = \mathbf{90} \left( \mathbf{1} + \frac{\mathbf{P_t - P_{max}}}{\mathbf{P_{max}}} \right)
 \end{array}$$

Where

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

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

- 5.1 In terms of Regulation 4 (2) and 5 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining a specific goal specified for the tender
- 5.2 The tendering conditions will stipulate the specific goals, as contemplated in section 2(1)(d)(ii) of the Preferential Procurement Act, be attained.
- 5.3 A maximum of 20 points (80/20 preference points system) or 10 (90/10) preference points system), must be allocated for specific goals. These goals are :
- (a) contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability;
- (b) Promotion of enterprises located in the municipal area (WCO24) (N/A)
- 5.4 Regarding par 5.3 (a) at least 50% of the 20/10 points must be allocated to promote this goal and points will be allocated in terms of the BBBEE scorecard as follows.

B-BBEE Status Level of Contributor	Number of Points for 80/20 Preference Points System	Number of Points for 90/10 Preference Points System
1	20	10
2	18	9
3	16	8
4	12	5
5	8	4
6	6	3
7	4	2
8	2	1
Non-compliant contributor	0	0

- 5.5 A tenderer must submit proof of its BBBEE status level contributor.
- 5.6 A tenderer failing to submit proof of BBBEE status level of contributor –
- 5.6.1 may only score in terms of the 80/90-point formula for price; and
- 5.6.2 scores 0 points out of 10/5 BBBEE status level of contributor, which is in line with section 2 (1) (d) (i) of the Act, where the supplier or service provider did not provide proof thereof.
- 5.7 Regarding par 5.3 (b) a maximum of 50% of the 20/10 points must be allocated to promote this goal. Maximum points will be allocated as follows.

Locality of supplier	Number of Points for 80/20 Preference Points System	Number of Points for 90/10 Preference Points System
Within the boundaries of the municipality	N/A	N/A
Outside of the boundaries of the municipality	0	0

## 6. BID DECLARATION

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

### 7. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.4

- 7.1 B-BBEE Status Level of Contributor: . =  ... ..(maximum of 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.4 and must be substantiated by relevant proof of B-BBEE status level of contributor.

- 7.2 Within the boundaries of Stellenbosch Municipality (WC024)? (N/A)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

Business Address - .....  
 .....  
 .....

(Points claimed in respect of paragraph 7.2 must be substantiated by relevant proof that the business premises is situated in the Municipal area of Stellenbosch (WC024). A valid municipal account or proof of valid lease agreement, or sworn affidavit must be attached)(N/A)

**8. SUB-CONTRACTING**

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

8.1.1 If yes, indicate:

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

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

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

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

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

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

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION



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

[TICK APPLICABLE BOX]

9.7 **MUNICIPAL INFORMATION**

**Municipality where business is situated:** .....

**Registered Account Number:** .....

**Stand Number:**.....

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

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 7.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 7.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

SIGNATURE OF BIDDER(S):			
WITNESS 1:		WITNESS 2:	
DATE:			
ADDRESS:			



**PLEASE COMPLETE IN FULL TO CLAIM POINTS**

**SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE – GENERAL  
(DRAFT EXAMPLE)**

I, the undersigned,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner (**Select one**) of the following enterprise and am duly authorised to act on its behalf:

<b>Enterprise Name:</b>	
<b>Trading Name (If Applicable):</b>	
<b>Registration Number:</b>	
<b>Vat Number (If applicable)</b>	
<b>Enterprise Physical Address:</b>	
<b>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</b>	
<b>Nature of Business:</b>	
<b>Definition of “Black People”</b>	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians –</p> <ul style="list-style-type: none"> <li>(a) who are citizens of the Republic of South Africa by birth or descent; or</li> <li>(b) who became citizens of the Republic of South Africa by naturalisation- <ul style="list-style-type: none"> <li>i. before 27 April 1994; or</li> <li>ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;”</li> </ul> </li> </ul>
<b>Definition of “Black Designated Groups”</b>	<p>“Black Designated Groups means:</p> <ul style="list-style-type: none"> <li>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</li> <li>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</li> <li>(c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</li> <li>(d) Black people living in rural and under developed areas;</li> <li>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”</li> </ul>



**STELLENBOSCH**  
 STELLENBOSCH • PNIEL • FRANSCHHOEK  
 MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

3. I hereby declare under Oath that:

- The Enterprise is \_\_\_\_\_ % Black Owned using the flow-through principle as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_ % Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_ % Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
  - Black Youth % = \_\_\_\_\_ %
  - Black Disabled % = \_\_\_\_\_ %
  - Black Unemployed % = \_\_\_\_\_ %
  - Black People living in Rural areas % = \_\_\_\_\_ %
  - Black Military Veterans % = \_\_\_\_\_ %
- Based on the Audited Financial Statements/Financial Statements and other information available on the latest financial year-end of \_\_\_\_\_ (DD/MM/YYYY), the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	<b>Level One</b> (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	<b>Level Two</b> (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	<b>Level Four</b> (100% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.

5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: \_\_\_\_\_

Date : \_\_\_\_\_

**NB! ORIGINALLY CERTIFIED/ NOT COPY**

\_\_\_\_\_  
 Commissioner of Oaths  
Signature & stamp  
Date:



**Form C3 Declaration of Interest**

**MBD4**

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
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, shareholder <sup>2</sup> etc.)												
3.4.	Company Registration Number												
3.5.	Tax Reference Number												
3.6.	VAT Registration Number												

3.7.	Are you presently in the service of the state?	YES		NO	
3.7.1.	If so, furnish particulars:				
3.8.	Have you been in the service of the state for the past twelve months?	YES		NO	
3.8.1.	If so, furnish particulars:				

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

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

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



**STELLENBOSCH**  
 STELLENBOSCH • PNIEL • FRANSCHHOEK  
 MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

<b>3.9.</b>	<b>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?</b>	<b>YES</b>		<b>NO</b>	
3.9.1.	If so, furnish particulars:				
<b>3.10.</b>	<b>Are you aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?</b>	<b>YES</b>		<b>NO</b>	
3.10.1.	If so, furnish particulars:				
<b>3.11.</b>	<b>Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?</b>	<b>YES</b>		<b>NO</b>	
3.11.1.	If so, furnish particulars:				
<b>3.12.</b>	<b>Is any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in the service of the state?</b>	<b>YES</b>		<b>NO</b>	
3.12.1.	If so, furnish particulars:				
<b>3.13.</b>	<b>Do you or any of the directors, trustees, managers, principal 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?</b>	<b>YES</b>		<b>NO</b>	
3.13.1.	If so, furnish particulars:				



**STELLENBOSCH**  
STELLENBOSCH • PNIEL • FRANSCHHOEK  
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

3.14.	Please provide the following information on ALL directors/shareholders/trustees/members below:		
Full Name and Surname	Identity Number	Personal Income Tax Number	Provide State <sup>3</sup> Employee Number

**NB:**

- a) PLEASE ATTACH CERTIFIED COPY(IES) OF ID DOCUMENT(S)  
b) PLEASE PROVIDE PERSONAL INCOME TAX NUMBERS FOR ALL DIRECTORS / SHAREHOLDERS / TRUSTEES / MEMBERS, ETC.

#### 4. DECLARATION

I, the undersigned (name) \_\_\_\_\_, certify that the information furnished in paragraph 3 above is correct.

I accept that the state may act against me should this declaration prove to be false.

SIGNATURE		DATE	
NAME OF SIGNATORY			
POSITION			
NAME OF COMPANY			

<sup>3</sup> MSCM Regulations: "in the service of the state" means to be –

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



**Form C4 MBD 8 – DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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

4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? <i>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).</i>	<b>Yes</b>	<b>No</b>
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)? <i>(To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).</i>	<b>Yes</b>	<b>No</b>
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?	<b>Yes</b>	<b>No</b>
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	<b>Yes</b>	<b>No</b>
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?	<b>Yes</b>	<b>No</b>
4.5.1	If so, furnish particulars:		

## 5. 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:		NAME (PRINT):	
CAPACITY:		DATE:	
NAME OF FIRM:			





**Form C5 MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION**

1. This Municipal Bidding Document (MBD) must form part of all bids invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>4</sup> Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - 3.1. take all reasonable steps to prevent such abuse;
  - 3.2. 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
  - 3.3. 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:

**CERTIFICATE OF INDEPENDENT BID DETERMINATION:**

In response to the invitation for the bid made by:

**STELLENBOSCH MUNICIPALITY**

I, the undersigned, in submitting the accompanying bid, hereby make the following statements that I certify to be true and complete in every respect:

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - 5.1. has been requested to submit a bid in response to this bid invitation;
  - 5.2. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or

<sup>4</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.



**STELLENBOSCH**  
 STELLENBOSCH • PNIEL • FRANSCHHOEK  
 MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

experience; and

- 5.3. provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>5</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- 7.1. prices;
  - 7.2. geographical area where product or service will be rendered (market allocation)
  - 7.3. methods, factors or formulas used to calculate prices;
  - 7.4. the intention or decision to submit or not to submit, a bid;
  - 7.5. the submission of a bid which does not meet the specifications and conditions of the bid; or
  - 7.6. bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

SIGNATURE:		NAME (PRINT):	
CAPACITY:		DATE:	
NAME OF FIRM:			

<sup>5</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.



**Form C6 MBD 5 - DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCL.)**

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

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

**CERTIFICATION**

I, the undersigned (name) \_\_\_\_\_ certify that the information furnished on this declaration form is correct.

I accept that the state may act against me should this declaration prove to be false.

SIGNATURE		DATE	
NAME (PRINT)			
CAPACITY			
NAME OF FIRM			



**Form C9      MBD 10 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES**

**DECLARATION IN TERMS OF CLAUSE 112(1) OF THE MUNICIPAL FINANCE MANAGEMENT ACT (NO.56 OF 2003)**

I, \_\_\_\_\_, \_\_\_\_\_ (full name and ID no.), hereby acknowledge that according to SCM Regulation 38(1)(d)(i), the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors/members/partners to the Stellenbosch Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.

I declare that I am duly authorised to act on behalf of \_\_\_\_\_ (name of the firm) and hereby declare, that to the best of my personal knowledge, neither the firm nor any director/member/partner of said firm is in arrears on any of its municipal accounts with any municipality in the Republic of South Africa, for a period longer than 3 (three) months.

I further hereby certify that the information set out in this schedule and/or attachment(s) hereto is true and correct. The Tenderer acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or in the event that the tenderer is successful, the cancellation of the contract.

PHYSICAL BUSINESS ADDRESS(ES) OF THE TENDERER	MUNICIPAL ACCOUNT NUMBER

**FURTHER DETAILS OF THE BIDDER'S Director / Shareholder / Partners, etc.:**

Director / Shareholder / partner	Physical address of the Business	Municipal Account number(s)	Physical residential address of the Director / shareholder / partner	Municipal Account number(s)

**NB: Please attach certified copy (ies) of ID document(s) and Municipal Accounts**  
If the entity or any of its Directors/Shareholders/Partners, etc. rents/leases premises, a copy of the rental/lease agreement must be submitted with this tender.

Signature	Position	Date



**Form C10 COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT 130 OF 1993)**

**COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT 130 OF 1993)**

**Stellenbosch Municipality** has legal duty in terms of Section 89 of the said Act to ensure that all contractors with whom agreements are entered into for the execution of work are registered as employers in accordance with the provisions of this Act and that all the necessary assessments have been paid by the contractor.

In order to enter into this agreement, the following information is needed regarding the above-mentioned:

Contractor's registration number with the office of the Compensation Commissioner:

**NOTE:**

**A copy of the latest receipt together with a copy of the relevant assessment OR a copy of a valid Letter of Good Standing must be handed in, in this regard.**

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



## Form C11 FORM OF INDEMNITY

### INDEMNITY

Given by (Name of Company) \_\_\_\_\_  
of (registered address of Company) \_\_\_\_\_  
a company incorporated with limited liability according to the Company Laws of the Republic of South Africa  
(hereinafter called the Contractor), represented herein by  
(Name of Representative) \_\_\_\_\_ in his capacity as  
(Designation) \_\_\_\_\_ of the Contractor,  
is duly authorised hereto by a resolution dated \_\_\_\_\_ /20\_\_\_, to  
sign on behalf of the Contractor.

**WHEREAS** the Contractor has entered into a Contract dated \_\_\_\_\_ / 20\_\_\_,  
with the Municipality who require this indemnity from the Contractor.

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

SIGNATURE OF CONTRACTOR:	
DATE:	
SIGNATURE OF WITNESS 1:	
DATE:	
SIGNATURE OF WITNESS 2:	
DATE:	



**Form C12 DECLARATION BY TENDERER**

I / We acknowledge that I / we am / are fully acquainted with the contents of the conditions of tender of this tender document and that I / we accept the conditions in all respects.

I / We agree that the laws of the Republic of South Africa shall be applicable to the contract resulting from the acceptance of \*my / our tender and that I / we elect *domicillium citandi et executandi* (physical address at which legal proceedings may be instituted) in the Republic at:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I / We accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving in me / us under this agreement as the principal liable for the due fulfilment of this contract.

I / We furthermore confirm I / we satisfied myself / ourselves as to the corrections and validity of my / our tender; that the price quoted cover all the work / items specified in the tender documents and that the price(s) cover all my / our obligations under a resulting contract and that I / we accept that any mistake(s) regarding price and calculations will be at my / our risk.

I / We furthermore confirm that my / our offer remains binding upon me / us and open for acceptance by the Purchases / Employer during the validity period indicated and calculated from the closing date of the bid.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			
WITNESS 1		WITNESS 2	

**THE CONTRACT**

PART C1      AGREEMENT AND CONTRACT DATA.....77 - 104

PART C2      PRICING DATA.....105 - 111

PART C3      SCOPE OF WORKS .....112 - 135

PART C4      SITE INFORMATION .....136 - 137



**PART C1      AGREEMENT AND CONTRACT DATA**

C1.1      FORM OF OFFER AND ACCEPTANCE ..... 78 - 82

C1.2      CONTRACT DATA ..... 83 – 92

C1.3      PERFORMANCE GUARANTEE..... 93 - 95

C1.4      ADVANCE PAYMENT GUARANTEE ..... 96 - 99

C1.5      AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH  
AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)..... 100 - 102

C1.6      CONTRACT OF TEMPORARY EMPLOYMENT AS COMMUNITY ..... 103 - 104  
LIAISON OFFICER

## C1.1 FORM OF OFFER AND ACCEPTANCE

### NOTE:

1. This form must be completed 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 will be in possession of originally signed contracts for their respective records.
2. NO correction fluid/tape may be used.
  - a. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
3. The Bidder MUST indicate whether he/she/the entity is a registered VAT Vendor or not.
  - a. In the case of the Bidder not being a registered VAT Vendor, both columns (amount/rate excluding AND including VAT) must reflect the same amount.

	INDICATE WITH AN 'X'			
Are you/is the firm a registered VAT Vendor	YES		NO	
If "YES", please provide VAT number				

### 1. OFFER

- 1.1. The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works: **B/SM:70/25**.
- 1.2. The tenderer, identified in the Offer signature block, has examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.
- 1.3. By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the **Employer** 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 VAT IS:	
In figures:	R
In words:	

- 1.4. This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the **Contractor** in the conditions of contract identified in the Contract Data.

Signature(s)		
Name(s)		
Capacity		
Name of tenderer:		
Name of witness:	<i>(Insert name and address of organisation)</i>	Date
Signature of witness:		

## 2. ACCEPTANCE

- 2.1. 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.
- 2.2. Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto 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 Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.
- 2.3. 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.

Signature(s):		
Name(s):		
Capacity:		
<b>For the Employer:</b>	<b>Stellenbosch Municipality, Plein Street, Stellenbosch</b>	
Name of witness:		Date:
Signature of witness:		

**SCHEDULE OF DEVIATIONS**

Notes:

1. The extent of deviations from the Tender Documents issued by the Employer prior to the Tender closing date is limited to those permitted in terms of the Conditions of Tender.
2. A Tenderer's covering letter shall not be included in the final Contract Document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the Tender Documents and which is agreed by the Parties becomes an obligation of the Contract and 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.

<b>1</b>	<b>Subject</b> .....
	Details .....
<b>2</b>	<b>Subject</b> .....
	Details .....
<b>3</b>	<b>Subject</b> .....
	Details .....
<b>4</b>	<b>Subject</b> .....
	Details .....
<b>5</b>	<b>Subject</b> .....
	Details .....
<b>6</b>	<b>Subject</b> .....
	Details .....

By the duly authorised 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 Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

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

**FOR THE TENDERER:**

Signature(s) \_\_\_\_\_

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

\_\_\_\_\_  
*[Name and address of organisation]*

Name and signature of witness \_\_\_\_\_

Date \_\_\_\_\_

**FOR THE EMPLOYER:**

Signature(s) \_\_\_\_\_

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

\_\_\_\_\_  
*[Name and address of organisation]*

Name and signature of witness \_\_\_\_\_

Date \_\_\_\_\_

**CONFIRMATION OF RECEIPT**

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

The ..... [day]

of ..... [month]

20 ..... [year]

at ..... [place]

For the Contractor:

.....  
Signature

.....  
Name

.....  
Capacity

Signature and name of witness:

.....  
Signature

.....  
Name

## C1.2 CONTRACT DATA

### **PART 1: Contract Data provided by the Employer**

#### **Part 1: Contract Data provided by the Employer**

The Conditions of Contract are clauses 1 to 30 of the **JBCC Principal Building Agreement Edition 6.2 of May 2018**, as prepared by the Joint Building Contracts Committee Inc.

Copies of these conditions of contract may be obtained from various constituent members' regional offices. Please consult the JBCC webpage on [www.jbcc.co.za](http://www.jbcc.co.za) for contact details of these members.

The pro forma "JBCC Principal Agreement: Contract Data" as defined in clause 1 of the conditions of contract prepared by the Joint Building Contracts Committee shall not apply to this Contract and shall be replaced with the documentation incorporated into this tender document.

The pro forma "Guarantee for Construction" and "Guarantee for Advanced Payment" as defined in clause 1 of the conditions of contract prepared by the Joint Building Contracts Committee shall not apply to this Contract and shall be replaced with the documentation incorporated into this tender document.

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

Each item of data given below is cross-referenced to the clause in the JBCC Principal Building Agreement to which it mainly applies.

The JBCC Principal Building Agreement shall be read in conjunction with the variations, amendments and additions set out in the Contract Specific Data below.

The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:

- a) the Form of Offer and Acceptance
- b) the Contract Data
- c) JBCC Principal Building Agreement Edition as stated herein
- d) the Drawings
- e) the Scope of Work
- f) the Pricing Data
- g) the Model Preambles for Trades.

## PRINCIPAL BUILDING AGREEMENT Contract Data

### A PROJECT INFORMATION

#### A1.0 Works [1.1]

Project name	<b>RENOVATIONS AND ALTERATIONS TO THE MUNICIPAL COURT BUILDING, ERF 528, 35 MARK STREET, STELLENBOSCH</b>
Reference number	B/SM 70/25
Works description	<p>The project is for maintenance, additions and alterations to the Municipal Courthouse Building (comprising of an existing office building, covered stoep and main courthouse building with parking area), addressing issues identified through condition assessments by Lareman Architects.</p> <p>The work includes the replacement and renovations to the roofs, rainwater goods, floors and walls, some demolition work and the construction of new public toilet facilities. The work also includes restoring windows and doors, ceilings, skirtings, dado rails and cornices. Additional tasks include compliance with electrical, mechanical and fire installations. All as per the Architect's drawings and Bill of Quantities.</p>

#### A2.0 Site [1.1]

Erf / stand number	ERF 528
Township / Suburb	Stellenbosch
Site address	35 Mark Street, Stellenbosch
Local authority	Stellenbosch Municipality

#### A 3.0 Employer [1.1]

Name	<b>Stellenbosch Municipality</b>		
Legal entity of above	Stellenbosch Municipality	Contact person	Ehrel Maletzky
Business registration number	N/A	Telephone number	021 808 8153
VAT /GST number	47001021811	Mobile number	N/A
Country	South Africa	Email	<a href="mailto:Ehrel.Maletzky@stellenbosch.gov.za">Ehrel.Maletzky@stellenbosch.gov.za</a>
Postal Address	PO Box 17		
	Stellenbosch	Postal Code	7599
Physical Address	NPK Building, c/o Ryneveld and Plein Street, Stellenbosch		
		Postal Code	

#### A 4.0 Principal Agent [1.1]

Name	<b>Lareman Architects</b>		
Legal entity of above	Sole proprietor	Contact person	Anja Lareman
Practice number		Telephone number	076 090 3445
		Mobile number	076 090 3445
Country	South Africa	Email	<a href="mailto:anja@lareman.co.za">anja@lareman.co.za</a>
Postal Address	61 Plein Street, Stellenbosch		
		Postal Code	7600
Physical Address	61 Plein Street, Stellenbosch		
		Postal Code	7600



A 5.0 **Agent** [1.1; 6.2]**Discipline** **Quantity Surveyor**

Name	VSquared Cosultancy		
Legal entity of above		Contact person	Stephan van Heerden
Practice number		Telephone number	072 315 9720
		Mobile number	072 315 9720
Country	South Africa	Email	stephan@vsquared.co.za
Postal Address	De Wageweg Office Park, Stellantia Road, Stellenbosch		
		Postal Code	7600
Physical Address	De Wageweg Office Park, Stellantia Road, Stellenbosch		
		Postal Code	7600

A 6.0 **Agent** [1.1; 6.2]**Discipline** **Structural Engineer**

Name	Fame Projects Pty Ltd		
Legal entity of above	Private company	Contact person	Marius du Plessis
Practice number		Telephone number	082 555 4720
		Mobile number	082 555 4720
Country	South Africa	Email	marius@fame.net.za
Postal Address	40 Linton Street, Stellenbosch		
		Postal Code	7600
Physical Address	40 Linton Street, Stellenbosch		
		Postal Code	7600

A 7.0 **Agent** [1.1; 6.2]**Discipline** **Fire Engineer**

Name	PR Engineering		
Legal entity of above		Contact person	Paul van Staden
Practice number		Telephone number	021 012 5393
		Mobile number	081 212 3324
Country	South Africa	Email	paul@engpr.com
Postal Address	Studio 02B, Building A4, Devonbosch, Stellenbosch		
		Postal Code	7600
Physical Address	Studio 02B, Building A4, Devonbosch, Stellenbosch		
		Postal Code	7600

A 8.0 **Agent** [1.1; 6.2]**Discipline** **Architect**

Name	PR Engineering		
Legal entity of above		Contact person	Paul van Staden
Practice number		Telephone number	021 012 5393
		Mobile number	081 212 3324
Country	South Africa	Email	paul@engpr.com
Postal Address	Studio 02B, Building A4, Devonbosch, Stellenbosch		
		Postal Code	7600
Physical Address	Studio 02B, Building A4, Devonbosch, Stellenbosch		
		Postal Code	7600

**B CONTRACT DATA****B 1.0 Definitions [1.1]**

<b>Bills of quantities:</b> System/ Method of measurement	System for Measurement of Building Work in South Africa, 1999 Sixth Edition (Revised)
-----------------------------------------------------------	---------------------------------------------------------------------------------------

**B 2.0 Law, regulations and notices [2.0]**

<b>Law</b> applicable to the <b>works</b> , state country [2.1]	South Africa
-----------------------------------------------------------------	--------------

**B 3.0 Offer and acceptance [3.0]**

Currency applicable to this <b>agreement</b> [3.2]	ZAR
----------------------------------------------------	-----

**B 4.0 Documents [5.0]**

The original signed <b>agreement</b> is to be held by the <b>principal agent</b> [5.2], if not, indicate by whom	Employer
Number of copies of <b>construction information</b> issued to the <b>contractor</b> at no cost	1

Documents comprising the <b>agreement</b>	Notes
The JBCC Principal Building Agreement, Edition 6.2 May 2018	
The JBCC Principal Building Agreement - Contract Data, Edition 6.2 May 2018	
The JBCC General Preliminaries for use with the JBCC Principal Building Agreement, Edition 6.2 May 2018	
Bills of Quantities including Preliminaries	
Tender Drawings	
Health and Safety Specification	

<b>Contract drawings</b> – description	Number	Revision	Date
<b>Architectural &amp; Engineering – refer to drawing register (C3.2.4) on Page 117-118</b>			

NOTE: Also see <b>ANNEXURES A2 - D</b>	
----------------------------------------	--

**B 5.0 Employer's agents [6.0]**

Authority is delegated to the following <b>agents</b> to issue <b>contract instructions</b> and perform duties for specific aspects of the <b>works</b> [6.2]
<b>Lareman Architects</b>
Delegations to other <b>agents</b> will be confirmed in writing during contract execution [6.2]

<b>Principal agent's</b> and <b>agents'</b> interest or involvement in the <b>works</b> other than a professional interest [6.3]
None

**B 6.0 Insurances [10.0]**

Insurances by <b>employer</b>			Amount including tax	Deductible amount including tax
Contracts work insurance:				
New works [10.1.1]			n/a	
Deductible (incl tax)			n/a	
Or works with practical completion in sections[10.2]			n/a	
Deductible (incl tax)				
Or works with alterations and additions [10.3]			Reinstatement value to be advised	
Removal of lateral support insurance [10.1.4; 10.2]				
Other insurance [10.1.5]				
Yes/ no?		If yes, description 1		
Yes/ no?		If yes, description 2		

**and/ or**

Insurances by <b>contractor</b>			Amount including tax	Deductible amount including tax
Contract works insurance:				R20'000
<input type="checkbox"/>	New <b>works</b> [10.1.1] ( <b>contract sum</b> or amount)		Contract Sum plus 20%	<del></del>
or	<b>Works</b> with <b>practical completion</b> in sections [10.2] ( <b>contract sum</b> or amount)			<del></del>
or	<b>Works</b> with alterations and additions [10.3] (reinstatement value of existing structures with or including new <b>works</b> )		<b>Contract sum plus 20%</b>	<del></del>
	<b>Direct contractors</b> [10.1.1; 10.2] where applicable, to be included in the contract works insurance			<del></del>
	<b>Free issue</b> [10.1.1; 10.2] where applicable, to be included in the contract works insurance			<del></del>
	Escalation, professional fees and reinstatement costs if not included above			<del></del>
Total of the above contract insurance amount			<b>Contract sum plus 20%</b>	<del></del>
Supplementary insurance [10.1.2]				
Public liability insurance [10.1.3]				R20'000
Removal of lateral support insurance [10.1.4]				R20'000
Other insurance [10.1.5]:				
Yes/ no?	Yes	See 10.1.5 to 10.1.8 of Contract Data	To be determined by Contractor	To be determined by Contractor
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	Site/ buildings to be vacated before contractor commences work, Contractor to ensure Health and Safety is maintained on site		
Restriction of working hours [12.1.2]		Yes/ no?	Yes
If yes, description	Monday to Friday from 08:00 (am) till 16:30 (pm), Saturdays from 08:00 (am) till 13:00 (pm), no work on public holidays.		
Natural features and known services to be preserved by the <b>contractor</b> [12.1.3]		Yes/ no?	
If yes, description	To be pointed out on site with site handover		
Restrictions to the <b>site</b> or areas that the <b>contractor</b> may not occupy [12.1.4]		Yes/ no?	
If yes, description	To be pointed out on site with site handover		
Supply of <b>free issue</b> [12.1.10]		Yes/ no?	
If yes, description	Only if applicable		
Documents to be submitted / complied with by the contractor before possession of the site can be given [12.1.14]			
<ul style="list-style-type: none"> <li>- Proof of Registration / Good Standing with Building Industries Bargaining Council (BIBC)</li> <li>- Proof of good standing / compliance with requirements of the Compensation for Occupational Injuries and Diseases Act</li> <li>- Signed Health and Safety Agreement together with Department of Labour approvals as required</li> </ul>			

**B 8.0 Nominated subcontractors [14.0]**

Specialisation 1	None
------------------	------

**B 9.0 Direct contractors [16.0]**

Extent of work [12.1.11]	None
--------------------------	------

**B 10.0 Description of sections [20.1]**

<b>Section 1</b>	N/A
<b>Section</b>	Remainder of <b>works</b>

**B 11.0 Possession of site [12.1.5], practical completion [19.0;20.0] and penalties [24.0]**

<b>Practical completion</b> for the <b>works</b> as a whole	Intended date of possession of the <b>site</b> [12.1.5]	Period for inspection by the <b>principal agent</b> [19.3]	Date for <b>practical completion</b> [12.2.7; 24.1]	<b>Penalty</b> [24.1]
	Date	<b>working days</b>	<b>Date</b>	Penalty amount per <b>calendar day</b>
	7 working days after tender has been awarded	7 days	Within 5 months from date of site handover	R 4 500.00

or where **sections** are applicable

<b>Practical completion</b> of a <b>section</b> of the <b>works</b>	Intended date of possession of the <b>section</b> [12.1.5]	Period for inspection by the <b>principal agent</b> [19.3]	Date for <b>practical completion</b> [12.2.7; 24.1]	<b>Penalty</b> [24.1]
	Date	<b>working days</b>	<b>Date</b>	Penalty amount per <b>calendar day</b>
	n/a]	n/a	n/a	n/a
<b>Section 1</b>	n/a]	n/a	n/a	n/a
Remainder of the <b>works</b>	n/a]	n/a	n/a	n/a

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

To be confirmed

**B 12.0 Payment [25.0]**

Date of month for issue of regular <b>payment certificates</b> [25.2]	As discussed between Principal Agent and Contractor		
Cost fluctuations [25.3.4; 26.9.5]	Yes/no?	No	
Method to calculate	n/a		

**B 13.0 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]	1 . Association of Arbitrators Southern Africa 2 . To be determined by Arbitrator

**B 14.0 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]		N/A		
Previous work – <b>defects</b> – details of previous contract(s) [P3.2]		N/A		
Inspection of adjoining properties – details [P3.3]		Yes, the contractor to make himself aware and record adjoining buildings to avoid future dispute		
Handover of <b>site</b> in stages – specific requirements [P4.1]		N/A		
Enclosure of the <b>works</b> – specific requirements [P4.2]		Yes		
Geotechnical and other investigations – specific requirements [P4.3]		N/A		
Existing premises occupied – details [P4.5]		No.		
Services – known – specific requirements [P4.6]				
Water [P8.1]	By <b>contractor</b>	Yes/no?	No	
	By <b>employer</b>	Yes/no?	No	
	By <b>employer</b> - metered	Yes/no?	Yes	
Electricity [P8.2]	By <b>contractor</b>	Yes/no?	No	
	By <b>employer</b>	Yes/no?	No	
	By <b>employer</b> - metered	Yes/no?	Yes	
Ablution and welfare facilities [P8.3]	By <b>contractor</b>	Yes/no?	Yes	
	By <b>employer</b>	Yes/no?	No	
Communication facilities – specific requirements [P8.4]		By Contractor		
Protection of the <b>works</b> – specific requirements [P11.1]		The contractor is to execute the works in such a way as to not damage the existing buildings. Any damages caused to the existing buildings by the contractor will be made good at his costs.		
Protection / isolation of existing <b>works</b> and <b>works</b> occupied in <b>sections</b> – specific requirements [P11.2]		By Contractor		
Disturbance – specific requirements [P11.5]		N/A		
Environmental disturbance – specific requirements [P11.6]		N/A		

**B 15.0 Changes made to JBCC documentation****See part E of this document**

Note: The amendments contained in Part D of this document constitutes the only amendments to the standard JBCC Agreement that will apply. No other amendments shall be of any force or effect.

**D TENDERER'S SELECTIONS****D 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]	Amount
Advance payment, subject to a guarantee for advance payment [11.2.2; 11.3]	Amount

**D 2.0 Contractor's annual holiday periods during the construction period**

Year 1 contractor's annual holiday period	Start date	N/A	End date	N/A
-------------------------------------------	------------	-----	----------	-----

**D 3.0 Payment of preliminaries [25.0]**

Option A	Assessed by the <b>principal agent</b> , an amount prorated to the value of the <b>works</b> executed in the same ratio as the amount of the <b>preliminaries</b> to the <b>contract sum</b> which <b>contract sum</b> shall exclude the amount of <b>preliminaries</b> . Contingency sum(s) and any provision for contract price adjustment (cost fluctuations) shall be excluded for the calculation of the aforesaid ratio
----------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

**D 4.0 Adjustment of preliminaries [26.9.4]**

The amount of **preliminaries** shall be adjusted to take account of the effect of changes in time and/ or value on **preliminaries**. Such adjustment shall be based on the particulars provided below, 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**

For the adjustment of **preliminaries** both the **contract sum** and the **contract value** shall exclude the amount of **preliminaries**, contingency sum(s) and any provision for contract price adjustment (cost fluctuations)

Option A	<p>The <b>preliminaries</b> shall be adjusted in accordance with an allocation of <b>preliminaries</b> amounts to be provided by the <b>contractor</b> in his bid submission of the tender as follows:</p> <ul style="list-style-type: none"> <li>- An amount which shall not be varied;</li> <li>- An amount varied in proportion to the <b>contract value</b> as compared to the <b>contract sum</b>;</li> <li>- An amount varied in proportion to the number of <b>calendar days</b> extension to the date of <b>practical completion</b> to which the <b>contractor</b> is entitled with an adjustment of the <b>contract value</b> as compared to the number of <b>calendar days</b> in the initial <b>construction period</b></li> </ul> <p>Where the above-mentioned information is not provided the following allocation of <b>preliminaries</b> amounts may apply:</p> <ul style="list-style-type: none"> <li>- Ten per cent (10%) shall not be varied</li> </ul>
----------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

	<ul style="list-style-type: none"> <li>- Fifteen per cent (15%) shall be varied in proportion to the <b>contract value</b> as compared to the <b>contract sum</b></li> <li>- Seventy-five per cent (75%) shall be varied in proportion to the number of <b>calendar days</b> extension to the date of <b>practical completion</b> to which the <b>contractor</b> is entitled with an adjustment of the <b>contract value</b> as compared to the number of <b>calendar days</b> in the initial <b>construction period</b></li> </ul> <p>Where completion in <b>sections</b> is required the <b>contractor</b> shall provide an appointment of <b>preliminaries</b> per <b>section</b>. Should the <b>contractor</b> fail to provide the apportionment of <b>preliminaries</b> per <b>section</b> the categorised amounts shall be prorated to the cost of each <b>section</b> within the <b>contract sum</b> as determined by the <b>principal agent</b></p>
--	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

## E CHANGES MADE TO JBCC DOCUMENTATION

The pro forma "JBCC Principal Agreement: Contract Data" as defined in clause 1 of the conditions of contract prepared by the Joint Building Contracts Committee shall not apply to this Contract and shall be replaced with the documentation incorporated into this tender document.



**C1.3 Form of Construction Guarantee**

**GUARANTEE FOR CONSTRUCTION**

For use with Conditions of Contract as described in C1.2: Contract Data Part 1: Contract Data provided by the Employer

**GUARANTOR DETAILS AND DEFINITIONS**

"Guarantor" means: .....

"Physical" address: .....

"Employer" means: .....

"Contractor" means: .....

"Principal Agent" means: .....

"Works" means: **Contract No. and Title** .....

"Site" means: The site as defined in the Contract Data.

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

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

Amount in words: .....

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

Amount in words: .....

"Expiry Date" means: The date of issue by the Principal Agent of the Certificate of Completion of the Works.

**CONTRACT DETAILS**

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

**GUARANTEE FOR CONSTRUCTION**

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Guarantee for Construction and up to and including the Expiry Date or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Principal Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.

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

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

Signed at .....

Date .....

Guarantor's signatory (1) .....

Capacity .....

Guarantor's signatory (2) .....

Capacity .....

Witness signatory (1) .....

Witness signatory (2) .....

**C1.4 Form of Advance Payment Guarantee**

**GUARANTEE FOR ADVANCE PAYMENT**

For use with the Conditions of Contract as described in C1.2: Contract Data Part 1: Contract Data provided by the Employer

**GUARANTOR DETAILS AND DEFINITIONS**

"Guarantor" means: .....

"Physical" address: .....

"Employer" means: .....

"Contractor" means: .....

"Principal Agent" means: .....

"Works" means: Contract No. and Title .....

"Site" means: The site as defined in the Contract Data. ....

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

"Plant and materials" means: The Plant and materials stored at places other than the Site, or in respect of which an advance payment prior to manufacture is required, which the Employer has agreed may be subject to advance payment, such Plant and materials being listed in the Schedule of Plant and materials.

"Schedule" means: A list of Plant and materials accompanying the Guarantee for Advance Payment and which shows the value thereof to be included in the Guaranteed Advance Payment Sum.....

"Guaranteed Advance Payment Sum" means: The maximum aggregate amount of R.....

Amount in words: .....

"Expiry Date" means: The date of the payment certificate where the Plant and materials have been certified as work done by the principal agent

**AGREEMENT DETAILS**

Principal Agent issues: Interim Payment Certificates and Recovery Statements.

**GUARANTEE FOR ADVANCE PAYMENT**

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Advance Payment Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Guarantee for Advance Payment and up to and including the Expiry Date or the date of payment in full of the Guaranteed Advanced Payment Sum, whichever occurs first.

3. The Guarantor hereby acknowledges that:
  - 3.1 any reference in this Guarantee for Advance Payment to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
  - 3.2 its obligation under this Guarantee for Advance Payment is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
  - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Principal Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
  - 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) calendar days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
  - 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Advance Payment Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Guarantee for Advance Payment, such demand stating that:
  - 5.1 the Contract has been terminated due to the Contractor's default and that this Guarantee for Advance Payment is called up in terms of 5; or
  - 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Guarantee for Advance Payment is called up in terms of 5; and
  - 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Guarantee for Advance Payment on account of any conduct alleged to be prejudicial to the Guarantor.
10. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
11. This Guarantee for Advance Payment is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee for Advance Payment shall be returned to the Guarantor after it has expired.
12. This Guarantee for Advance Payment, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.

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

Signed at .....

Date .....

Guarantor's signatory (1) .....

Capacity .....

Guarantor's signatory (2) .....

Capacity .....

Witness signatory (1) .....

Witness signatory (2) .....

## Schedule of Plant and materials

Employer                    The Stellenbosch Municipality

Contractor                .....

Works                      **B/SM 70/25: RENOVATIONS AND ALTERATIONS TO THE MUNICIPAL COURT BUILDING ON ERF 528, 35 MARK STREET, STELLENBOSCH**

Payment Certificate No. ....

Advance payment is requested in respect of the following items of Plant and materials, which have been manufactured and are stored at places other than the Site, or in respect of which a deposit with order is required from the Contractor by a manufacturer/supplier:

Bill of Quantities item no.	Description of Plant and materials	Deposit with order required (Y/N)	Place of storage (or manufacture, if deposit with order is required)	Unit	Quantity	Unit price R c	Total Price R c	
<b>Total Value of Plant and materials to be included in Guaranteed Advance Payment Sum</b>							R	

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

.....  
for the Contractor

.....  
As witness

.....  
Approved by Employer's Agent



**C1.5 Agreement in Terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993)**

THIS AGREEMENT made at .....

on this the ..... day of ..... in the year .....

between ..... [hereinafter called "the Employer"]

of the one part, herein represented by .....

in his capacity as .....

and .....

[hereinafter called "the Mandatary"] of the other part, herein represented by .....

.....

in his capacity as .....

WHEREAS the Employer is desirous that certain works be constructed, via **B/SM 70/25: RENOVATIONS AND ALTERATIONS TO THE MUNICIPAL COURT BUILDING, ON ERF 528, 35 MARK STREET, STELLENBOSCH** and has accepted a Tender by the Mandatary for the construction, completion and maintenance of such Works and whereas the Employer and the Mandatary have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatary with the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1 The Mandatary shall execute the work in accordance with the Contract Documents pertaining to this Contract.
- 2 This Agreement shall hold good from its Commencement Date, which shall be the date of a written notice from the Employer or Employer's Agent requiring him to commence the execution of the Works, to either
  - (a) the date of the Final Approval Certificate issued in terms of 19.3.3 of the JBCC Principal Building Agreement, Edition 6.2 – May 2018 [hereinafter referred to as "the JBCC"], or
  - (b) the date of termination of the Contract in terms of Clauses 29.0 of the JBCC.
- 3 The Mandatary declares himself to be conversant with the following:
  - (a) All the requirements, regulations and standards of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following sections of The Act:
    - (i) Section 8 : General duties of employers to their employees;
    - (ii) Section 9 : General duties of employers and self-employed persons to persons other than employees;
    - (iii) Section 37 : Acts or omissions by employees or mandataries, and
    - (iv) Subsection 37(2) relating to the purpose and meaning of this Agreement.
  - (b) The procedures and safety rules of the Employer as pertaining to the Mandatary and to all his subcontractors.

<b>Reference No:</b>	<b>B/SM 70/25 Part C1: Agreement and Contract Data</b>	Page 102 The Contract
----------------------	------------------------------------------------------------	--------------------------





# STELLENBOSCH

STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

- 4 In addition to the requirements of in the JBCC pertaining to and all relevant requirements of the Contract, the Mandatary agrees to execute all the Works forming part of this Contract and to operate and utilise all machinery, plant and equipment in accordance with the Act.
- 5 The Mandatary is responsible for the compliance with the Act by all his subcontractors, whether or not selected and/or approved by the Employer.
- 6 The Mandatary warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 which cover shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.
- 7 The Mandatary undertakes to ensure that he and/or subcontractors and/or their respective employers will at all times comply with the following conditions:
  - (a) The Mandatary shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Mandatary shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Mandatary obtains such approval and delegates any duty in terms of Section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
  - (b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Mandatary to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
  - (c) The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act into any incident involving the Mandatary and/or his employees and/or his subcontractors.

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

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

WITNESS 1 ..... 2 .....

NAME 1 ..... 2 .....  
(IN CAPITALS)

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

WITNESS 1 ..... 2 .....

NAME 1 ..... 2 .....  
(IN CAPITALS)



**CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)**

The signatory for the company that is the Contractor in terms of the above-mentioned Contract and the Mandatary in terms of the above-mentioned Act shall confirm his or her authority thereto by attaching to this page a duly signed and dated copy of the relevant resolution of the Board of Directors.

An example is given below:

"By resolution of the Board of Directors passed at a meeting held on ..... 20....., Mr/Ms ..... whose signature appears below, has been duly authorised to sign the AGREEMENT in terms of THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993) on behalf of .....

SIGNED ON BEHALF OF THE COMPANY : .....

IN HIS/HER CAPACITY AS : .....

DATE : .....

SIGNATURE OF SIGNATORY : .....

WITNESS 1 ..... 2 .....

NAME 1 ..... 2 .....  
(IN CAPITALS)



## C1.6 CONTRACT OF TEMPORARY EMPLOYMENT AS COMMUNITY LIAISON OFFICER

**Construction Contract No.:** .....

**PROJECT: REPAIRS, MAINTENANCE & UPGRADES AT MILLENNIUM HALL - FARM 14/16741, PNIEL**

**AGREEMENT made between the CONTRACTOR .....**

**and the Community Liaison Officer....., hereafter referred to as the CLO, for the appointment and employment of a CLO for the duration of the work in respect of the above-named construction contract.**

### 1. THE PARTIES HAVE AGREED THAT

The CLO will be employed by the CONTRACTOR on a temporary basis for the duration of the work from the date of signing this agreement to the date of practical completion as defined in the Contract, subject to all the conditions set out below.

### 2. THE DUTIES OF THE COMMUNITY LIAISON OFFICER SHALL BE:

- 2.1. to keep the community informed on the progress of the project;
- 2.2. to keep the Contractor informed on relevant Community affairs and possible grievances;
- 2.3. to manage the recruitment of workers from the Sub-Council Job-Seekers Database;
- 2.4. to assist the Contractor's supervisory staff in the management of the workers.

### 3. THE FOLLOWING CONDITIONS OF EMPLOYMENT SHALL APPLY:

The Conditions of Temporary Employment as applicable on this Contract for the workers recruited from the Community shall apply equally to the CLO, except that the rate of remuneration shall be per month. These conditions that apply are listed below as they appear in the Contract of Temporary Employment:

- 3.1. If required to work on a statutory public holiday or Sunday, the payment will be double the amount stated in the previous paragraph.
- 3.2. Maximum hours of work:
  - (i) 9¼ hours per day
  - (ii) 45 hours per week;
  - (iii) 5 days per week;
  - (iv) 5 hours without an interval, whereupon there shall be an interval of at least 30 minutes;
  - (v) A spread-over period of 12 hours.
- 3.3. The CLO shall be entitled to payment where he is prevented from working by reasons which are within the control of the Contractor.
- 3.4. On days when it is raining the Contractor may, before 9 a.m., decide not to open the site and there will be no pay.  
  
 If the Contractor closes the site between 9 a.m. and 1 p.m., the CLO will be paid half the daily wage.  
  
 If the site works later than 1 p.m., the CLO will be paid the full daily wage.
- 3.5. Workers and the CLO will not be permitted to work under conditions of:
  - (i) undisciplined or unruly behaviour;
  - (ii) insubordination to Team Leader, Supervisors or Management;
  - (iii) abuse of intoxicating substances;
  - (iv) criminal actions by the employee;
  - (v) strike action or political stayaways.
- 3.6. Workers, including the CLO, may be dismissed after two official written warnings for the following behaviour:
  - (i) undisciplined or unruly behaviour;

<b>Reference No:</b>	<b>B/SM 70/25 Part C1: Agreement and Contract Data</b>	Page 105 The Contract
----------------------	------------------------------------------------------------	--------------------------



# STELLENBOSCH

STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

- (ii) insubordination to Team Leader, Supervisors or Management;
- (iii) abuse of intoxicating substances;
- (iv) wilful or negligent damage to or loss of machines or equipment.

The Contractor shall ensure that he has statements from at least two witnesses concerning any of the above situations.

The Contractor shall inform the CLO within 24 hours of any warning issued to workers employed from the Job-Seekers Database.

3.7. The CLO will be paid on a Friday afternoon every two weeks, one week in arrears.

3.8. The CLO shall be given a statement with each payment on which is recorded:

- (i) the name of the Contractor;
- (ii) the CLO's name;
- (iii) the number of days worked by the CLO;
- (iv) the rate per day;
- (v) the details of any deductions made;
- (vi) the actual amount paid to the CLO.

3.9. No deduction shall be made from the remuneration except where the CLO consents in writing or unless the Contractor is permitted or required to do so by law or the order of any competent court.

3.10. The CLO shall be supplied free of charge with all health and safety equipment required by the Occupation Health and Safety Act. The equipment shall remain the property of the Contractor.

3.11. The Contractor must give the CLO at least one week's notice of the termination of the Contract of Temporary Employment. If this is not done, the CLO must be paid earnings for five days. This condition does not apply if the CLO is dismissed.

3.12. At the end of the period of temporary employment, the Contractor shall provide a Certificate of Service recording the Contractor's name, the CLO's name and address, the period of service, the type of work on which the CLO was engaged and the rate of remuneration on termination.

#### 4. TERMINATION OF AGREEMENT

4.1. If the CLO can no longer perform and execute his/her duties as detailed in this agreement, this agreement will be terminated without prejudice to any rights under this agreement.

#### 5. THE CONDITIONS OF THIS AGREEMENT

5.1. The parties expressly declare that this agreement contains all the conditions negotiated between them, and no condition or stipulation not contained herein shall be binding upon the parties.

#### 6. THUS AGREED AND SIGNED BY THE PARTIES:

Contractor: .....

Community Liaison officer .....

Date: .....

<b>Part C2</b>	<b>Pricing Data</b>
----------------	---------------------

C2.1 PRICING INSTRUCTIONS ..... 106 - 107

C2.2 PRICING SCHEDULE..... 108 - 111

## C2.1 Pricing Instructions

Pricing Instructions mean the criteria as set out below, read together with all Parts of this contract document, which it will be assumed in the contract that the tenderer has taken into account when developing his prices.

1. The method of measurement published by the Standard system of measurement 7 as released by the Association of South African Quantity Surveyors (ASAQS)
2. The measurement and payment clauses in a specification in which further information regarding the scheduled items is given, are referenced under "Item" (pay items) in the Bills of Quantities. The referenced clauses are not necessarily the only sources of information in respect of scheduled items. Further information and specifications may be found elsewhere in the contract documents. Standardised Specifications are identified by the digits which follow SANS in the SANS 1200 series of specifications, e.g. G for SANS 1200 G.
3. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
4. The quantities set out in the Bills of Quantities are the estimated quantities of the Contract Works, but the Contractor will be required to undertake whatever quantities may be directed by the Employer's Agent from time to time. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.
5. The prices and rates to be inserted in the Bills of Quantities are to be the full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.
6. A price or rate should be entered against each item in the Bills of Quantities, whether the quantities are stated or not. An item against which no price or a nil rate is entered will be considered to be covered by the other prices or rates in the Bills of Quantities, and that there is no charge for that particular item (even should the quantity subsequently increase).
7. Except where rates only are required, insert all amounts to be included in the total tendered price in the "Amount" column and show the corresponding total tendered price.
8. The units of measurement described in the Bills of Quantities are metric units. Abbreviations which may be used in these Bills of Quantities are as follows:

mm	=	millimetre	h	=	hour
m	=	metre	kg	=	kilogram
km	=	kilometre	t	=	ton (1000 kg)
m <sup>2</sup>	=	square metre	No.	=	number
m <sup>2</sup> .pass	=	square metre-pass	sum	=	lump sum
ha	=	hectare	MN	=	meganewton
m <sup>3</sup>	=	cubic metre	MN.m	=	meganewton-metre
m <sup>3</sup> .km	=	cubic metre-kilometre	P C sum	=	Prime Cost sum
l	=	litre	Prov sum	=	Provisional sum
kl	=	kilolitre	%	=	per cent
MPa	=	megapascal	kW	=	kilowatt
9. Where fractions of a cent occur in calculations of prices and amounts, they shall be rounded up/down to the nearest whole cent.
10. The Tenderer is referred to C2.24 in Part T1.2 Tender Data regarding the pricing of Deviations and/or Qualifications.
11. Clause C.2.13.11 c) in Part T1.2 Tender Data shall be applicable to the submission of Bills of Quantities which have been priced electronically, and which the Tenderer wishes to submit as a printed version with his/her tender in the place of handwritten priced Bills of Quantities.

If there is found to be any variance between the printed version and the original issued document, the original shall stand. However, where Addenda have been issued which amend the Bills of Quantities, then the printed Bills of Quantities shall take these into account.

The pages of the issued Bills of Quantities should not be removed from the tender document.

12. Tenderers are referred to Clause 8 Measurement and Payment in the Environmental Management (EM) Specification in Appendix A in the Scope of Work for the basic principles of measurement and pricing of the EM Specification.
13. All descriptions or clauses where trade names or proprietary products are specified, are deemed to include the phrase "or equal approved"
14. Tenderers are referred to Clause 6.8.2 in Part C1.2 Contract Data regarding contract price adjustment.
15. Provisional Sums

15.1 Testing by the Employers Agent

A provisional sum has been allowed in the Schedules of Quantities for the Contractor, when so instructed by the Employers Agent, to have approved laboratories conduct tests on the Works over and above the routine tests specified in the Standardised and Particular Specifications. Only when the results of such tests indicate that the materials or workmanship are in accordance with the Specification shall the Employer bear the costs thereof. In all other cases the costs of the tests, rectification of the defects and the re-testing of the rectified work shall be borne entirely by the Contractor.

15.2 Mechanical and Electrical Installation

A provisional sum has been allowed in the Schedule of Quantities for the appointment of a Mechanical and Electrical Sub-contractor for the installation of the landfill gas extraction equipment including flare, blowers, pumps to knockout pots. A subcontract tender will be prepared by the Employers Agent and issued for tender and bids adjudicated. The Contractor will enter into a sub-contract agreement with the successful bidder.

15.3 Advanced Payment Guarantee

A provisional sum has been allowed in the Schedule of Quantities for providing and maintaining an Advanced Payment Guarantee in accordance with Clause 6.10.10 in Part C1.2 Contract Data for the Mechanical and Electrical Equipment provided by the Sub-Contractor. The Sub-Contractor shall provide the Contractor with a back to back Advanced Payment Guarantee on the same terms.

Reference No:	B/SM 70/25 Part C2: Pricing Data	Page 109 Pricing Data
---------------	-------------------------------------	--------------------------

**C2.2 Pricing Schedule**

- NOTE:**
1. Only firm prices will be accepted. Non-firm prices will not be considered.
  2. All delivery costs MUST be included in the bid price, for delivery at the prescribed destination.
  3. Document MUST be completed in non-erasable black ink.
  4. NO correction fluid/tape may be used.
    - a. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
  5. The Bidder MUST indicate whether he/she/the entity is a registered VAT Vendor or not.
    - a.

I / We \_\_\_\_\_

(full name of Bidder) the undersigned in my capacity as \_\_\_\_\_

of the firm \_\_\_\_\_

hereby offer to Stellenbosch Municipality to render the services as described, in accordance with the specification and conditions of contract to the entire satisfaction of the Stellenbosch Municipality and subject to the conditions of tender, for the amounts indicated hereunder:

	INDICATE WITH AN 'X'									
Are you/is the firm a registered VAT Vendor	YES					NO				
If "YES", please provide VAT number										

**Please note the following:**

1. Stellenbosch Municipality reserves the right to downward adjust the scope of work/ quantity required to stay within its budget.
2. Only firm prices will be accepted and non-firm prices will not be considered.



## C2.2 Pricing Schedule

### BILL OF QUANTITIES

#### CONTENTS

<b>BILL NO. 1</b>	PRELIMINARIES
<b>BILL NO. 2</b>	ALTERATIONS
<b>BILL NO. 3</b>	EARTHWORKS
<b>BILL NO. 4</b>	CONCRETE, FORMWORK AND REINFORCEMENT
<b>BILL NO. 5</b>	MASONRY
<b>BILL NO. 6</b>	WATERPROOFING
<b>BILL NO. 7</b>	ROOF COVERINGS, ETC
<b>BILL NO. 8</b>	CARPENTRY AND JOINERY
<b>BILL NO. 9</b>	CEILINGS, PARTITIONS AND ACCESS FLOORING
<b>BILL NO. 10</b>	IRONMONGERY
<b>BILL NO. 11</b>	PLASTERING
<b>BILL NO. 12</b>	TILING
<b>BILL NO. 13</b>	PLUMBING & DRAINAGE
<b>BILL NO. 14</b>	ELECTRICAL WORK
<b>BILL NO. 15</b>	MECHANICAL WORK
<b>BILL NO. 16</b>	PAINTWORK
<b>BILL NO. 17</b>	EXTENRAL WORK
<b>BILL NO. 18</b>	PROVISIONAL AMOUNTS, ETC

#### SUMMARY

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	

**BILLS OF QUANTITIES**

**THE BILLS OF QUANTITIES IS INCLUDED AS SEPARATE TO THIS DOCUMENT – REFER TO [ANNEXURE B.](#)**



## SUMMARY

		Page No.	Amount	
			R	c
BILL No.1	Preliminaries	29		
BILL No.2	Alterations	38		
BILL No.3	Earthworks	42		
BILL No.4	Concrete, Formwork and Reinforcement	46		
BILL No.5	Masonry	50		
BILL No.6	Waterproofing	53		
BILL No.7	Roof Coverings, etc	56		
BILL No.8	Carpentry & Joinery	60		
BILL No.9	Ceilings, Partitions and Access Flooring	63		
BILL No.10	Ironmongery	66		
BILL No.11	Plastering	67		
BILL No.12	Tiling	70		
BILL No.13	Plumbing and Drainage	79		
BILL No.14	Electrical Work	80		
BILL No.15	Mechanical Work	81		
BILL No.16	Paintwork	87		
BILL No.17	External work	90		
BILL No.18	Provisional amounts, etc.	94		
	SUB-TOTAL (EX. VAT)		R	
	<b><u>CONTINGENCIES</u></b>			
	10%		R	
	TOTAL INCLUDING CONTINGENCIES		R	
	<b><u>VALUE ADDED TAX</u></b>			
	ADD: VAT at the rate of 15%		R	
	<b>TOTAL (INCLUDING VAT)</b>		R	

<b>Part C3</b>	<b>Scope of Work</b>
----------------	----------------------

	<b>Pages</b>
<b>C3.1 Description of the Works .....</b>	<b>113 - 114</b>
<b>C3.2 Engineering .....</b>	<b>115 - 117</b>
<b>C3.3 Procurement .....</b>	<b>118 – 119</b>
<b>C3.4 Construction .....</b>	<b>120 - 125</b>
<b>C3.5 Management .....</b>	<b>126 - 132</b>
<b>C3.6 Annexes/ Specifications .....</b>	<b>133</b>

**Status**

In the event of any discrepancy between the Scope of Works and a part or parts of the SANS 1200 Standardized Specifications, the Bill of Quantities or the Drawings, the Project Specifications shall take precedence and prevail in the Contract.

## C3.1 Description of the Works

### CONTENTS

- C3.1.1 EMPLOYER'S OBJECTIVES
- C3.1.2 LOCATION OF THE WORKS AND ACCESS
- C3.1.3 DESCRIPTION AND SCOPE OF THE WORKS

#### C3.1.1 EMPLOYER'S OBJECTIVES

The Stellenbosch Municipal Courts renders vital services to the operations of the Municipality and the greater Stellenbosch community by ensuring that the law enforcement in the town is carried out in terms of the applicable National, Provincial laws and Municipal regulations/ by-laws. To ensure that the administration, proper management, and care of the matters dealt by the Municipal Courts, a properly functioning and maintained building and facilities are required. The building's current state experiences occasional leaks and maintenance issues, therefore, is not conducive for effective service delivery to the community.

Stellenbosch Municipality (Departments of Properties Management & Municipal Buildings Maintenance) appointed Lareman Architects as professional architect, heritage practitioner and principal agent to facilitate the additions and alterations required to the current structures.

#### C3.1.2 LOCATION OF THE WORKS AND ACCESS

The scope of work entails maintenance, additions and alterations to the Municipal Courthouse Building on the corner of Mark Street and Heynike Street, Stellenbosch. The site comprises of an office building, covered stoep area and main courthouse structure with parking area. See below an aerial view of the site.

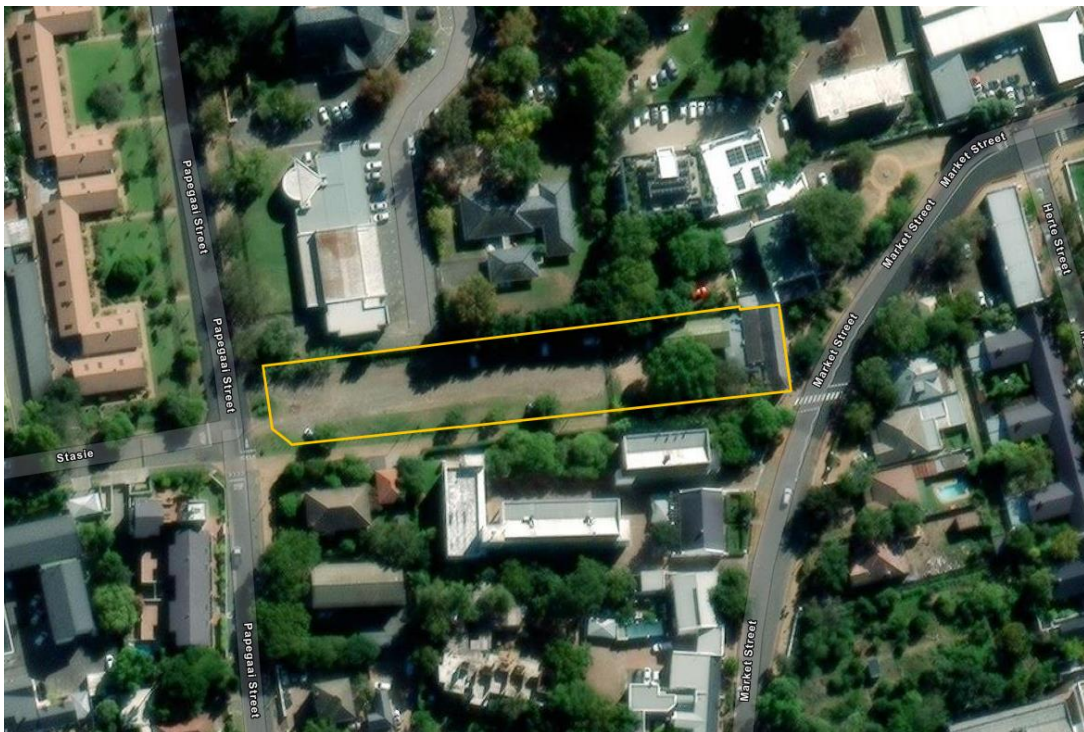


Figure 1: Aerial view of site: Erf 528

Reference No:	B/SM 70/25 Part C3: Description of the Work	Page 115 Scope of Work
---------------	------------------------------------------------	---------------------------



Figure 2: Aerial view of site showing the existing structures on site.

### C3.1.3 DESCRIPTION AND SCOPE OF THE WORKS

The work may be done in part or whole dependent on client availability of funding and the client holds the right to remove items from the scope due to availability of funds.

**Construction entails the following:**

**(To be read in conjunction with ANNEXURE A1 – A5, and ANNEXURE B)**

- Removal of the existing courthouse roof sheets, stoep roof sheets and office asbestos roof sheets, including gutters, fascia's and downpipes and install new. Downpipes and spreaders to be reused.
- New visitor seating area at covered stoep: demolish existing drywall staff toilet building.
- Demolish existing public toilets.
- An addition of approximately 23m<sup>2</sup>: New public toilets.
- Close up and remove an existing window at reception.
- Reception area unit to be refurbished.
- Remove the existing floors of the courthouse and replace with new floor planks and substructure (Oregon pine).
- Waiting room furniture and courtroom furniture units to be refurbished.
- All external doors and windows to be refurbished as per the door & window schedules.
- Re-instate the double swing door in the courtroom.
- Prep and repaint all internal skirtings, walls, dado rails and cornices.
- Repair, prep and repaint all internal ceilings.
- External repairs to façades.
- Internal repairs to joinery, staircase and plastered walls in attic.
- Design & supply of electrical work (inspecting and rewiring as per electrical engineer)
- Design & supply of fire equipment (inspecting and installation as per fire engineer)
- Design & supply of HVAC (inspecting, maintenance and servicing of existing, and installation of new work as per mechanical engineer)
- New signage to existing posts on exterior (Mark Street and Papagaai Street).
- Install new gate motor to existing sliding gate.
- Others as indicated in the Bill of Quantities.

The above will commence within the **2024/2025 Financial Year (1 July 2024 – 30 June 2025)** and will be **completed in the 2025/2026 Financial Year (1 July 2025 – 30 June 2026)**. Refer to ANNEXURE A.

Reference No:	B/SM 70/25 Part C3: Description of the Work	Page 116 Scope of Work
---------------	------------------------------------------------	---------------------------

## C3.2 Engineering

### CONTENTS

- C3.2.1 DESIGN
- C3.2.2 EMPLOYER'S DESIGN
- C3.2.3 CONTRACTORS DESIGN
- C3.2.4 DRAWINGS

#### **C3.2.1 DESIGN**

- (a) The Employer/ Principal is responsible for the design of the permanent works as reflected in the Contract Documents, unless otherwise stated.
- (b) The Contractor shall supply all details necessary to assist the Employer's Agent in the compilation of the as-built drawings.

#### **C3.2.2 EMPLOYER'S DESIGN**

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

#### **C3.2.3 CONTRACTORS DESIGN**

No design of the contractor is required unless otherwise specified.

##### **C3.2.3.1 Contractors documents and drawings**

All the documents shall be submitted to the Employer's Agent for approval.

##### **C3.2.3.2 General requirements**

The Contractor's Documents shall comply with the following general requirements:

- (a) One copy of all documents shall be submitted.
- (b) A register of all the Contractor's documents shall be provided with each submission.
- (c) Drawings shall be prepared in accordance with the latest issue of SANS 10111. An equivalent international code of engineering drawing practice will also be acceptable.
- (d) General Arrangement drawings shall be to A1 or A0 size.
- (e) Drawings shall be to scale, with both the scale and the drawing being large enough to clearly show all relevant components of the plant and equipment.
- (f) Sufficient additional sections shall be included to clearly show the arrangement of all plant and equipment.
- (g) Item lists shall be provided on the drawing or on a separate parts list.
- (h) Item descriptions shall include the material of construction, quantity and full identification information, including, as applicable, brand name, manufacturer's reference number, model number, size, rating, source, duty, quantity, etc.

##### **C3.2.3.3 Required submissions**

The Contractor shall submit the following for acceptance within 30 days from the Commencement Date:

- (a) Construction guarantees as specified in the contract data
- (b) Process flow diagram, indicating items of equipment.
- (c) Detailed Contract program for approval
- (d) Long Lead schedules
- (e) Request for Information (RFI) schedules

<b>Reference No:</b>	<b>B/SM 70/25 Part C3: Description of the Work</b>	Page 117 Scope of Work
----------------------	--------------------------------------------------------	---------------------------

- (f) Advance Payment certificate if required

The date by which possession of the Site can be handed over to the Contractor and consequently the completion date of the Works, is dependent on the date of submission and acceptance of the documents referred to above. Costs resulting from delays in submission of the Contractor's Documents or in correcting errors or making changes on documents not approved by the Employer's Agent shall be for the Contractor's account.

The item allowed for in the Schedules of Quantities to cover expenses incurred by the Contractor in the event of delays in handing over the Site, shall not apply where such delay is attributable to the late submission and acceptance of the drawings referred to above.

In addition, the Contractor shall submit the following for acceptance as soon as they are available;

- (a) Electrical and control circuit diagrams.

#### **C3.2.3.4 Required submissions before commissioning the works**

Prior to commencement of the Tests on Completion and the start of the 28 day Trial Operation Period, the Contractor shall submit two copies of the Manual.

#### **C3.2.3.5 Before taking-over certificate**

Before the Taking-Over Certificate is issued, the Contractor shall provide six copies of the final version of the Installation, Operation and Maintenance Manual and shall also provide, on electronic data storage, all drawings supplied in terms of the Required Submissions within 42 days of above, corrected where necessary to be "as built". The drawings shall be configured for Autocad, or equivalent. The Manual shall comply with the Standard Specification for Mechanical Works.

#### **C3.2.4 DRAWINGS**

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

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

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

The Drawings prepared by the Employer for the permanent Works applicable to the contract are issued with this tender document and will form part of the Contract Documents as **Annexures A – D**. The Employer reserves the right to issue and/or amended additional drawings during the Contract.

<b>Drawing No.</b>	<b>Description</b>
<b>Lareman Architect's Drawings &amp; Details (Refer to ANNEXURES A2, A3, A4 &amp; A5)</b>	
100	Measured Drawing (Floor plan & Elevations)
101	Site Plan
102	Roof Plan
103	Parking Layout & Landscape Plan
201	Ground & Loft Plans
301	Elevations

<b>Reference No:</b>	<b>B/SM 70/25</b>	Page 118
	<b>Part C3: Description of the Work</b>	



<b>Drawing No.</b>	<b>Description</b>
302	Section & Elevation
401	Eave & Louvre Details
402	Roof Details
403	Floor to Ceiling Details
501	Floor & Skirting Finishing Schedule
502	Ceiling, Cornice & Wall Finishing Schedule
503 - 531	Door Schedules
550 - 563	Window Schedules
601	Service Layout
701	Signage Details
702	Seating Area Details
<b>PR Engineering Drawing (Refer to <u>ANNEXURE D</u>)</b>	
24127-PR-X0-ZZ-FP-FR-XX-01-CS-B	Fire Protection Plan

## C3.3 Procurement

### CONTENTS

C3.3.1	PREFERENTIAL PROCUREMENT
C3.3.2	SCOPE OF MANDATORY SUBCONTRACT WORKS
C3.3.3	SUB-CONTRACTING

#### C3.3.1 PREFERENTIAL PROCUREMENT

The Works shall be executed in accordance with the conditions associated with the granting of preferences detailed in the **Preference Schedule** where preferences are granted in respect of B-BBEE contribution.

Financial penalties, as described in the **Preference Schedule**, shall be applied in the event that the Contractor is found to have breached the conditions contained in the **Preference Schedule** (unless proven to be beyond the control of the Contractor).

In addition the following requirements shall apply;

##### a) Labour

The Employer intends through this Contract to provide maximum work opportunities for the local labour. Successful bidders must make use of local labour, WC024 area of jurisdiction, from Stellenbosch Municipal's Local Economic Database (excluding key personnel listed in Form A3) on the following basis (this is not negotiable inclusive of the sub-contractors' unskilled and semi-skilled labour:

- (a) Unskilled labour: 100%
- (b) Semi-skilled labour: 20%
- (c) Skilled labour: 10%

Local labour is defined as labour that permanently resides within town which the works is executed. If the number of labour in the town which the works is executed is not sufficient the labour should be sourced from the Stellenbosch Municipal District. It is the Contractor's responsibility to obtain the Stellenbosch Municipality's unemployment data base.

Further to the above the Contractor should employ as much as possible local female labourers for any work that is suitable for them. Works that is suitable for woman will include clerical work, flag person, sweeping of roads, painting work and time keeping work. The Contractor must provide sufficient proof to the Employer if male workers are doing female type work. The Contractor must submit with his payment certificate a list of unskilled / female personal employed and duties of these personal.

##### b) Plant

All plant to be hired for construction during this contract should be obtained from local plant hire companies within the town of the specific site. Should this not be possible the plant must be obtained from companies within the Stellenbosch Municipal District. If neither of the aforesaid is possible the plant could be hired from outside of the Stellenbosch Municipal District. Sufficient proof should be submitted to the Employer (prior to site establishment) if local plant cannot be hired. Refer to Contract Data Clause 5.13.1 for penalties to be applied if this is not complied to.

##### c) Materials

The exact same conditions will apply for materials as for plant above. Refer to Contract Data Clause 5.13.1 for penalties to be applied if this is not complied to.

##### d) Asbestos Certified

The successful bidder must be an asbestos-certified/ registered contractor with the Department of Labour for Type 3 Asbestos Work. Proof of validity to be submitted along with the tender document.

#### C.3.3.2 SUB-CONTRACTING

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

<b>Reference No:</b>	<b>B/SM 70/25 Part C3: Description of the Work</b>	Page 120 Scope of Work
----------------------	--------------------------------------------------------	---------------------------

The Employer's Agent will not liaise directly with any subcontractors nor will he issue instructions concerning the subcontract works directly to any subcontractor. All matters arising out of the subcontract agreements shall be dealt with directly between the Contractor and the subcontractors and the Employer's Agent will not become involved.

### **C3.3.2.1 Procedure for the selection of sub-contractors/suppliers**

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

Where the monetary allowance is less than or equal to R200 000, the Contractor shall invite three quotations from suitably qualified sub-contractors/suppliers for the required work or items. The selection of the three sub-contractors/suppliers shall be in consultation with, and to the approval of the Employer's Agent. The evaluation of the quotations received must include a preference points system as described in C.3.11 of the Tender Data.

Where the monetary allowance is in excess of R200 000, an open competitive tender process shall be followed in respect of the selection of a sub-contractor/supplier for the required work or items. In such circumstances, tender documentation will be prepared by the Employer's Agent in consultation with and to the approval of the Contractor, invitations to tender will be advertised by the Employer's Agent on behalf of the Contractor, and a sub-contractor/supplier will be selected from the responses received, by the Contractor and Employer's Agent in consultation. The evaluation of the offers received must include a preference points system as described in C.3.11 of the Tender Data. The Contractor must satisfy him/herself that the selected sub-contractor/supplier can meet the requirements of the sub-contract /supply agreement and may, on reasonable grounds, elect not to employ a particular sub-contractor/supplier.

In both instances above (less than or equal to R200 000 or in excess of R200 000), the contractual relationship between the Contractor and sub-contractor/supplier shall be as described in General Conditions of Contract.

### **C3.3.2.1 Attendance on subcontractors**

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

Reference No:	B/SM 70/25 Part C3: Description of the Work	Page 121 Scope of Work
---------------	------------------------------------------------	---------------------------

## C3.4 Construction

### CONTENTS

- C3.4.1 STANDARDISED SPECIFICATIONS
- C3.4.2 PARTICULAR/PROJECT SPECIFICATIONS
- C3.4.3 VARIATIONS AND ADDITIONS TO THE STANDARD AND THE PARTICULAR SPECIFICATIONS
- C3.4.4 PLANT AND MATERIALS SUPPLIED BY THE EMPLOYER
- C3.4.5 KNOWN SERVICES
- C3.4.6 WATER AND POWER SUPPLY
- C3.4.7 FACILITIES PROVIDED BY THE CONTRACTOR
- C3.4.8 FACILITIES FOR THE EMPLOYER'S AGENT
- C3.4.9 LABORATORY FACILITIES
- C3.4.10 OTHER FACILITIES AND SERVICES
- C3.4.11 NOTICE BOARDS, SIGNS, BARRICADES AND ADVERTISEMENTS
- C3.4.12 DEALING WITH WATER
- C3.4.13 ALTERATIONS, ADDITIONS, EXTENSIONS AND MODIFICATIONS TO EXISTING WORKS.
- C3.4.14 SITE MAINTENANCE
- C3.4.15 WASTE DISPOSAL OPERATIONS
- C3.4.16 WAYLEAVES, PERMISSIONS AND PERMITS
- C3.4.17 LOCAL PRODUCTION AND CONTENT
- C3.4.18 EMPLOYMENT OF SECURITY PERSONNEL
- C3.4.19 SAFETY AND THE ENVIRONMENT – WORKS AT A LANDFILL SITE

#### C3.4.1 STANDARDISED SPECIFICATIONS

For the purpose of this Contract the following SANS 1200 Standardised Specifications for civil engineering construction shall apply:

SANS 1200	A	General
SANS 1200	AB	Engineer's Office
SANS 1200	C	Site Clearance
SANS 1200	D	Earthworks
SANS 1200	DB	Earthworks (Pipe trenches)
SANS 1200	DK	Gabions and Pitching
SANS 1200	G	Concrete (Structural)
SANS 1200	L	Medium pressure pipelines
SANS 1200	LB	Bedding (Pipes)
SANS 1200	LC	Cable ducts
SANS 1200	M	Roads (General)
SANS 1200	ME	Subbase
SANS 1200	MJ	Segmented Paving
SANS 1200	MK	Kerbing and channelling

These standardised specifications are not bound into this document nor issued with it. The Contractor may purchase copies for his own use from SABS, Liesbeek Parkway, Rosebank. It shall be the responsibility of the Contractor to obtain, at his own expense, the most recent copies of the relevant editions of the documents referred to above, where applicable.

<b>Reference No:</b>	<b>B/SM 70/25 Part C3: Description of the Work</b>	Page 122 Scope of Work
----------------------	--------------------------------------------------------	---------------------------

**C3.4.2 PARTICULAR/PROJECT SPECIFICATIONS**

The following particular specifications shall apply to this contract and are Annexed to this Contract

Environmental Management Specification (as and if applicable)  
Health and Safety Specification

**C3.4.3 VARIATIONS AND ADDITIONS TO THE STANDARD AND THE PARTICULAR SPECIFICATIONS**

Variations and additions to SANS 1200 Standard Specifications and the Particular Specifications are listed in the Annex to the Scope of Works.

**C3.4.4 PLANT AND MATERIALS SUPPLIED BY THE EMPLOYER**

Nil

**C3.4.5 KNOWN SERVICES**

The Contractor shall acquaint himself with all existing works. Under no circumstances shall the Contractor alter, or in any way interfere, with the existing works or underground services unless authorised by the Employer's Agent.

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

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

**C3.4.5.1 DAMAGE TO SERVICES**

The costs to make good damage that occurs to unknown services during construction, will be carried by the Employer. However, all services that have been located and exposed, but are subsequently damaged by the Contractor or his subcontractor, shall be reinstated at the cost of the Contractor.

**C3.4.5.2 REINSTATEMENT OF SERVICES AND STRUCTURES DAMAGED DURING CONSTRUCTION**

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

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

The Contractor shall be responsible for the reinstatement of the services or structures or for the full cost thereof, if reinstated by others.

**C3.4.6 WATER AND POWER SUPPLY**

A reticulated potable water supply is available in the vicinity of the Site.

Stellenbosch Municipality is the responsible water supply authority and will be responsible for the provision of a metered connection point at the Contractor's cost. Please contact the Water Services Department (Tel. 021 808 8212)

The Contractor shall make his own arrangements with the Municipality for the necessary connections and additional reticulation. The cost, if any, together with the cost of consumption, shall be for the Contractor's account.

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

Reference No:	B/SM 70/25 Part C3: Description of the Work	Page 123 Scope of Work
---------------	------------------------------------------------	---------------------------

Electricity is available on site from the existing reticulation.

The responsible electricity supply authority in the area of the Site is:

Stellenbosch Electrical Services. Please contact Infrastructure Services (Tel. 021 808 8300);  
E-mail: [engineering.services@stellenbosch.gov.za](mailto:engineering.services@stellenbosch.gov.za).

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

The Contractor shall make his own arrangements with the Municipality for the necessary connections and additional reticulation, the cost, if any, together with the cost of consumption, shall be for the Contractor's account

### **C3.4.7 FACILITIES PROVIDED BY THE CONTRACTOR**

The Contractor shall provide, maintain and remove his own facilities to the satisfaction of the Employer's Agent.

#### **C3.4.7.1 Location of Contractor's camp site**

The Contractor's camp shall be established within the boundary of the landfill. The exact location will be determined by the Employer's Agent.

#### **C3.4.7.2 Contractor's camp site**

The camp site shall be properly and neatly fenced using temporary fencing with secure access control. The Contractor shall be responsible for providing and maintaining his own security arrangements for the duration of the Contract.

The Contractor shall use this area only for the purposes of erecting his site offices, workshops, stores and other facilities required for the execution of the Contract. The Contractor shall not use the area nor allow it to be used for any purposes not directly associated with the execution of the Contract.

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

#### **C3.4.7.3 Access**

Access to the site shall be controlled and the Contractor shall maintain a register of all persons and vehicles entering and leaving the site.

#### **C3.4.7.4 Housing**

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

### **C3.4.8 FACILITIES FOR THE EMPLOYER'S AGENT**

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

#### **C3.4.8.1 Office accommodation**

Separate office space is required for the Employer's Agent or his Representative. Refer to PSAB 3.2.

Reference No:	B/SM 70/25 Part C3: Description of the Work	Page 124 Scope of Work
---------------	------------------------------------------------	---------------------------

**C3.4.8.2 Carport**

The Contractor shall provide on Site, for the duration of the Contract, one (1) carport for the sole use of the Employer's Agent and his staff. The carport shall be constructed so that the vehicle parked under it is always protected against the direct rays of the sun.

The carport area shall be at least 20 m<sup>2</sup> and the floor shall be covered with a layer of crushed stone to alleviate dusty and muddy conditions. It shall be positioned so as to provide easy and convenient access to the Employer's Agent's office. Refer to PSAB 3.3.

This clause does not apply to this contract.

**C3.4.8.3 Site meeting venue**

The Contractor shall provide within his own site establishment facilities, a suitably furnished office or other venue capable of comfortably accommodating a minimum of six (6) persons at site meetings. At all reasonable times, the Employer's Agent shall be allowed free use of such venue for conducting any other meetings relating to the Contract.

**C3.4.8.4 Contract name board**

The Contractor shall provide, erect and maintain, one (1) contract name board at such position and location directed by the Employer's Agent. These shall, unless otherwise specified elsewhere in the Contract, comply with the Employer's standard project board with regard to size, painting, decorating and detail and any other requirements described hereunder. Refer to SANS1200AB 3.1 and 5.1.

The Contractor shall keep the contract name boards in a good state of repair for the duration of the Contract and shall remove them, on completion of the Contract, before the Certificate of Completion will be issued.

**C3.4.8.5 Survey equipment and assistants**

The Employer's Agent and his Representative shall be allowed free use of all the Contractor's site facilities. In addition, he/they shall be allowed free use of survey equipment, including an assistant, to carry out control work when required. The Contractor shall provide all pegs, concrete, tools and other necessary items, as well as all necessary labour for excavation, bush clearing, mixing and placing of concrete when required.

**C3.4.8.6 Electricity supply for the Employer's Agent**

The electricity supply to the Employer's Agent's office(s) and laboratory (if applicable) whether provided by the Contractor by way of a reticulated supply from a local authority, or other authorised electricity supply, shall be regulated by the Contractor. This is to prevent damage that may occur to any electrical plant and equipment provided by the Contractor or the Employer's Agent, due to fluctuations in the supply. The Contractor shall be liable for, and pay to the Employer's Agent on demand, all costs that the Employer's Agent may incur in the repair or replacement of any electrical equipment provided by the him on the Site. Reliance by the Contractor on the regulation of the electrical supply by the supplier, shall not absolve him of his liabilities in terms of this Subclause and where appropriate, the Contractor shall provide and install at his own cost, all such electrical current-regulating equipment as is necessary to prevent damage to the said equipment.

**C3.4.8.7 Site instruction book and Site diary**

The Contractor shall keep a triplicate book for Site Instructions on the Site at all times. In addition, he shall provide and maintain a Site diary for daily completion.

**C3.4.9 LABORATORY FACILITIES**

In order to ensure compliance with the requirements of the Specifications, the Contractor shall provide and allow for either his own facilities, apparatus and procedures for the testing of materials and the process control testing of materials and workmanship or, engage the services of an approved independent laboratory to undertake all testing of materials, the results of which are specified in, or may reasonably be inferred from, the Contract.

The Employer's Agent shall only carry out control tests using the Contractor's independent laboratory.

Reference No:	B/SM 70/25 Part C3: Description of the Work	Page 125 Scope of Work
---------------	------------------------------------------------	---------------------------

**C3.4.10 OTHER FACILITIES AND SERVICES****C3.4.10.1 Waste Disposal**

The Contractor shall be responsible for the disposal of his solid and liquid waste. Disposal will take place at the landfill by arrangement with the Landfill Manager.

**C3.4.10.2 Telephone Facilities**

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

**C3.4.12.3 Ablution Facilities**

Ablution facilities are not available on site. The Contractor shall therefore make the necessary arrangements to provide these facilities. Serviced, chemical toilets shall be the minimum acceptable standard as indicated in the EMP. These must be placed in a position(s) to be approved by the Employer's Agent. The facilities must be approved by him and must be maintained in a clean and sanitary condition.

**C3.4.11 NOTICE BOARDS, SIGNS, BARRICADES AND ADVERTISEMENTS**

All notices, signs and barricades may be used only if approved by the Employer's Agent. The Contractor shall be responsible for their supply, erection, maintenance and ultimate removal and shall make provision for this in his tendered rates.

The Employer's Agent shall have the right to instruct the Contractor to move any sign or notice to another position, or to remove it from the Site of the Works if in his opinion it is unsatisfactory or dangerous.

**C3.4.12 DEALING WITH WATER**

The Contractor shall take all necessary measures to deal with water.

Leachate may be present in the low-lying areas of the landfill and care must be taken in dealing with this, and any, liquid. Suitable Personal Protective Equipment shall be used at all times and the Contractor must instruct his staff appropriately. Any leachate that has to be removed shall be disposed of in the landfill leachate pond after making arrangements with the Landfill Manager.

The Contractor shall make provision and allow for all dewatering and temporary coffer dams. All costs for this operation for the duration of the contract shall be deemed to be included in the Fixed and Value related charges in Section 1: Preliminary and General in the Pricing Data.

**C3.4.13 ALTERATIONS, ADDITIONS, EXTENSIONS AND MODIFICATIONS TO EXISTING WORKS.**

The Contractor shall within 20 days or 10% of the construction period after taking possession of the site (whichever is the lesser) satisfy himself that the dimensional accuracy, alignment, levels and setting out of existing structures or components thereof are compatible with the proposed works and shall notify the Employer's Agent of any areas of dissatisfaction.

**C3.4.14 SITE MAINTENANCE**

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

**C3.4.15 WASTE DISPOSAL OPERATIONS**

The Contractor shall note that the site is within the boundaries of an operating landfill and as such, he shall ensure that construction activities do not interfere with the day-to-day operations of the Stellenbosch Landfill site. At all points of contact with the public or the Employer's staff, the Contractor shall behave with courtesy and understanding. Problems are to be reported to the Employer's Agent.

**C3.4.16 WAYLEAVES, PERMISSIONS AND PERMITS**

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

Reference No:	B/SM 70/25 Part C3: Description of the Work	Page 126 Scope of Work
---------------	------------------------------------------------	---------------------------



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

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

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

All costs for obtaining and maintaining wayleaves for the duration of the contract shall be deemed to be included in the Fixed and Time related rates in Section 1: Preliminary and General in the Pricing Schedule.

**C3.4.17 LOCAL PRODUCTION AND CONTENT**

The Contractor will be required to comply with all requirements as stated in this document.

**C3.4.18 EMPLOYMENT OF SECURITY PERSONNEL**

All security staff employed by the contractor on behalf of the Employer or at any Employer's property, must be registered with Private Security Industry Regulatory Authority (PSiRA). Proof of such registration must be made available to the Employer's Agent upon request.

**C3.4.19 SAFETY AND THE ENVIRONMENT – WORKS AT A LANDFILL SITE**

The Contractor's attention is drawn to the requirements of the Particular Specifications Appendix A: Environmental Management Specification and Appendix B: Health and Safety Specification. This is with particular reference to the potential hazards of carrying out the Works adjacent to a working Landfill Site, including the impacts of daily operations, contaminated liquids, leachate and landfill gas. The Contractor shall honour all requirements of these specifications and shall ensure that the appropriate measures have been taken.

Reference No:	<b>B/SM 70/25</b> <b>Part C3: Description of the Work</b>	Page 127  Scope of Work
---------------	--------------------------------------------------------------	-------------------------------

## C3.5 Management

### CONTENTS

- C3.5.1 STANDARDISED MANAGEMENT SPECIFICATIONS FOR CONSTRUCTION WORKS
- C3.5.2 PARTICULAR SPECIFICATIONS
- C3.5.3 CONSTRUCTION PROGRAMME AND METHODS
- C3.5.4 SEQUENCE OF THE WORKS
- C3.5.5 METHODS AND PROCEDURES
- C3.5.6 WORKING HOURS
- C3.5.7 QUALITY PLANS AND CONTROL.
- C3.5.8 SITE USAGE
- C3.5.9 OTHER CONTRACTORS ON SITE
- C3.5.10 TESTING, COMPLETION, COMMISSIONING AND CORRECTION OF DEFECTS
- C3.5.11 RECORDING OF WEATHER
- C3.5.12 FORMAT OF COMMUNICATIONS
- C3.5.13 KEY PERSONNEL
- C3.5.14 MANAGEMENT MEETINGS
- C3.5.15 DAILY RECORDS
- C3.5.16 REPORTING
- C3.5.17 PAYMENT CERTIFICATES
- C3.5.18 AS BUILT DATA
- C3.5.19 UNBUNDLING OF MUNICIPAL INFRASTRUCTURE ASSETS
- C3.5.20 FINISHING AND TIDYING
- C3.5.21 OCCUPATIONAL HEALTH AND SAFETY ACT
- C3.5.22 ACCOMMODATION OF TRAFFIC
- C3.5.23 SAFETY AND SECURITY
- C3.5.24 ENVIRONMENTAL CARE
- C3.5.25 FINANCIAL MANAGEMENT
- C3.5.26 COMMUNITY LIAISON OFFICER

#### **C3.5.1 STANDARDISED MANAGEMENT SPECIFICATIONS FOR CONSTRUCTION WORKS**

None

#### **C3.5.2 PARTICULAR SPECIFICATIONS**

The Particular Specifications listed in Clause 3.6 of the Scope of Works apply to this Contract.

#### **C3.5.3 CONSTRUCTION PROGRAMME AND METHODS**

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

<b>Reference No:</b>	<b>B/SM 70/25 Part C3: Description of the Work</b>	Page 128 Scope of Work
----------------------	--------------------------------------------------------	---------------------------

- a) All special non-working days
- b) Known physical conditions or artificial obstructions
- c) Searching for, dealing with and carrying out alterations to existing services, and
- d) The accommodation and safeguarding of public access and traffic

The Employer's Agent can, in consultation with the Contractor, review and adjust the programme during the course of the contract to ensure that the annual budget is met.

#### **C3.5.4 SEQUENCE OF THE WORKS**

The Contractor shall include the sequence of works in the tender programme submitted with his tender offer. In determining the sequence of the works and in preparation of his Project Programme, the Contractor shall consider the following:

- a) The Employer's, indicative programme of where he intends disposing of waste, insofar as this impacts on the Contractor's access to certain areas of the site, as well as the need to sequentially complete work in specific areas.
- b) Least disruption to vehicles entering the site to dispose of waste and to the operations at the landfill workface.

#### **C3.5.5 METHODS AND PROCEDURES**

In his tender, the Contractor shall advise, via a Method Statement, the methods and procedures that he proposes in performing the works. These methods and procedures shall not be deemed as terms of the Contract. The Contractor is permitted to change his methods and procedures should he see fit, subject to the change(s) being approved by the Employer's Agent. Methods and procedures will not bring about changes to the specification and cannot be used to provide qualifications to the proposed Agreement. The intention of the Method Statement is to provide the Employer's Agent and the Employer with a clear description of how the Contractor proposes to carry out the Works.

#### **C3.5.6 WORKING HOURS**

Normal working hours shall be from 08h00 until 17h00 on weekdays from Monday to Friday and from 08h00 until 13h00 on Saturdays.

Work on other days or at other times shall only be allowed after agreement has been reached with the Employer and after written approval has been granted by the Employer's Agent.

#### **C3.5.7 QUALITY PLANS AND CONTROL.**

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

##### **C3.5.7.1 Quality System**

The Contractor shall, for the purposes and duration of the Contract, operate and maintain a Quality Management System complying with the requirements of the ISO 9000-9004 series (as applicable). The Quality Management System shall take the form of a co-ordinated and formally documented statement and shall include quality management objectives, policies, organisation, procedures and work instructions, that demonstrate the Contractor's implementation of the requirements of ISO 9001 - 2000 Code for Quality Management Systems.

##### **C3.5.7.2 Project Quality Plan**

The Contractor's Project Quality Plan shall indicate how the Contractor's Quality System shall apply to the specific requirements of the Contract. It shall clearly indicate, by way of written description, schedules, flow diagrams and procedures, compliance with ISO 9001 - 2000 and compliance by Sub-Contractors to ensure compliance with ISO 9001, 9002 or 9003 - 2000, as appropriate to the classification of the product or service.

The Project Quality Plan shall identify all documentation concerning implementation of the procedures and will form part of the demonstration of conformance to requirements for the plant, materials and equipment to be supplied under this Contract.

The Project Quality Plan shall be subject to the Employer's Agent's approval.

Reference No:	B/SM 70/25 Part C3: Description of the Work	Page 129 Scope of Work
---------------	------------------------------------------------	---------------------------

The vocabulary used shall comply with the requirements of ISO 8402 - 1994.

### **C3.5.8 SITE USAGE**

Apart from the site guard(s), the Contractor's employees are not allowed to stay on site outside of normal working hours.

Access to the site shall be controlled and the Contractor shall maintain a register of all persons and vehicles entering the site.

### **C3.5.9 OTHER CONTRACTORS ON SITE**

During the course of the contract other contractors may be employed on or near the site, on other contracts. This may include a contractor for the construction of Cell 4 and appurtenant works and a contractor for the relocation of the Eskom powerlines traversing the site.

### **C3.5.10 TESTING, COMPLETION, COMMISSIONING AND CORRECTION OF DEFECTS**

Workmanship, tolerances and frequency of testing are to be in accordance with relevant specifications.

The Employer reserves the right to appoint independent testing laboratories to monitor the results returned by the Contractor for the quality of materials and work performed.

The Contractor shall conduct his own testing as work proceeds, to ensure that the necessary requirements and specifications are being complied with.

Once the Contractor is satisfied as to the completion of any stage of his work, he shall proceed in accordance with the following:

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

### **C3.5.11 RECORDING OF WEATHER**

The Contractor shall be responsible for keeping accurate records of weather conditions in the Daily Site Diary, to use as substantiation of any claim for extension of time in accordance with GCC, Clause 10.1

The Contractor will inform the Employer's Agent when he is unable to proceed with the works in accordance with the approved contract program. Subject to the approval of the Employer's Agent, the rainfall and other relevant information will be noted in the Daily Site Diary for the applicable day(s). After the event, the Contractor shall provide a revised contract program clearly showing whether the delay affects his schedule to the extent that he will need to motivate for an extension of time. This motivation shall be in accordance with the relevant GCC Clause(s).

The Employer's Agent, together with the Employer, shall be responsible for granting the extension of time.

Reference No:	B/SM 70/25 Part C3: Description of the Work	Page 130 Scope of Work
---------------	------------------------------------------------	---------------------------

**C3.5.12 FORMAT OF COMMUNICATIONS**

All instructions to the Contractor will be in writing and shall be deemed to have been received if left with the Contractor or his agent at the site of the works or at the business premises of the Contractor.

The format of the letters, invoices etc, will be determined and agreed at the first site meeting

**C3.5.13 KEY PERSONNEL**

In making his offer, the Contractor is deemed to have all necessary personnel available to perform the works in the contracted time and cost. In addition, he shall comply with the prevailing Occupational Health and Safety Act.

The Contractor shall state, in the form of a schedule, the posts for which he shall consider key personnel for the Works. The Contractor, once formally requested by the Employer's Agent, shall make available the contact details of all the key personnel on site.

The Employer's Agent and his duly appointed representative will be the key contacts on site.

**C3.5.14 MANAGEMENT MEETINGS**

Monthly Progress Meetings shall be held, commencing with the first meeting, called the Site Handover meeting. The Contractor will be supplied with an appropriate agenda for the Progress Meetings and they shall be chaired by the Employer's Agent or his duly appointed representative.

The Contractor shall arrange for the Contractor's Project Manager and the Contractor's Technical Supervisor, to attend these meetings when called for by the Employer's Agent.

The Employer's Agent or his duly appointed representative shall be responsible for issuing of the minutes.

**C3.5.15 DAILY RECORDS**

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

**C3.5.16 REPORTING**

At least three days before each monthly site meeting, the Contractor shall submit a monthly progress report to the Employer's Agent. It shall contain the following details:

- i) A summary of progress on site over the month preceding the site meeting, as a detailed narrative to the contract programme.
- ii) Those activities which are running late in terms of the accepted programme and the Contractor's proposed actions to redress the situation.
- iii) All plant, labour and materials utilised.

**C3.5.17 PAYMENT CERTIFICATES**

The monthly Statement to be submitted by the Contractor in terms of the General Conditions, shall be prepared by him, strictly in accordance with the format prescribed by the Employer's Agent and shall be in digital electronic computer format. In addition, the Contractor shall submit two (2) A4 size paper copies.

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

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

Reference No:	B/SM 70/25 Part C3: Description of the Work	Page 131 Scope of Work
---------------	------------------------------------------------	---------------------------

Any delay by the Contractor in making the said adjustments and submitting the requisite copies, will be additional to the time within which the Employer's Agent is required to submit the signed Payment Certificate to the Employer, as well as the time within which the Employer is required to make payment to the Contractor.

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

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

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

The amended Value-Added Tax Act requires that a Tax Invoice for supplies in excess of R3 000 should, in addition to the other required information, also disclose the VAT registration number of the recipient, with effect from 1 March 2005. The VAT registration number of the Stellenbosch Municipality is **4700102181**.

### **C3.5.18 AS- BUILT DATA**

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

### **C3.5.19 UNBUNDLING OF MUNICIPAL INFRASTRUCTURE ASSETS**

As part of the project closeout, the Contractor shall assist the Employer's Agent in unbundling the assets. On practical completion date, a report or certificate should be issued indicating the total costs of the project attributable to each significant component as identified within the lowest asset hierarchy level (4) as specified within the infrastructure catalogue or Annexure A of the Stellenbosch Municipality's asset management policy as approved in 2014, if not contained in the catalogue.

### **C3.5.20 FINISHING AND TIDYING**

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

The contractor shall recover all excess materials used in the works and dispose at the landfill workface or elsewhere on the landfill as directed by the Employer's Agent.

### **C3.5.21 OCCUPATIONAL HEALTH AND SAFETY ACT**

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

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

Reference No:	B/SM 70/25 Part C3: Description of the Work	Page 132 Scope of Work
---------------	------------------------------------------------	---------------------------

Contractor until the Employer has received the completed Agreement and the letter of good standing,

- e) The Contractor shall refer to Particular Specification Appendix B: Health and Safety Specification.

### **C3.5.22 ACCOMMODATION OF TRAFFIC**

The Contractor shall maintain close liaison with the Landfill Manager regarding the effect of the proposed works on access to the Landfill Site, access to the working face of the landfill, as well as access for the Municipal Law Enforcement personnel to undertake their perimeter patrols.

### **C3.5.23 SAFETY AND SECURITY**

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

The Contractor shall ensure that the general public and the Employer's staff, are at all times protected from the works, and that all works areas are properly fenced off. Where the normal use by the public or Employer's staff of access to roadways is restricted due to the construction works, adequate notices and signage of such temporary closures and alternative routes shall be provided.

In addition to the statutory requirements of the Occupational Health and Safety Act, the Contractor shall take adequate Health and Safety precautions when working in, and adjacent to, waste. The wastes disposed of at the landfill are classified as general wastes (domestic, commercial, industrial and inert) as well as hazardous. Accordingly, the Contractor shall take adequate precautions to limit any unnecessary contact with these wastes. In addition, in order to instruct and alert the Contractor's and Sub-contractors' staff, appropriate measures must be taken.

The following shall be taken cognisance of;

- The Contractor's attention is drawn to the flammable, explosive and asphyxiant nature of landfill gas. This is likely to be present in all waste bodies as well as to accumulate in enclosed spaces (manholes etc.). The Contractor shall take all necessary precautions to ensure the safety of his/her personnel and all third parties from the dangers of landfill gas.
- The flammable constituent of the gas is methane.
- Due to the fact that this is an active landfill site, vehicles and plant will be operating in many areas, Special care and precautions must be taken where staff have restricted sight as a result of working with their heads below the general surface and in excavations.
- The Contractor's personnel shall not enter the operational areas and contact with waste and leachate must be kept to a minimum.
- No scavenging on waste bodies is allowed.
- Workmen are to be provided with the appropriate Personal Protective Clothing and equipment.
- The lighting of fires, the use of naked flames and smoking on site, is strictly prohibited.
- The Contractor shall make all Sub-Contractors, visitors, third parties and agents aware of the hazards associated with the landfill and shall ensure that they take the necessary precautions.

Reference No:	B/SM 70/25 Part C3: Description of the Work	Page 133 Scope of Work
---------------	------------------------------------------------	---------------------------

**C3.5.24 ENVIRONMENTAL CARE**

The Contractor shall refer to the Particular Specification Appendix A: Environmental Management Specification and its Annexures.

The Municipality shall nominate an Environmental Officer for the whole or part of the contract period to monitor the Contractor's compliance with his specified obligations with regard to the Environmental Management Plan.

**C3.5.25 FINANCIAL MANAGEMENT**

This contract has a budget limit and shall be completed within this budget.

The measurements in the Bill of Quantities shall be taken as provisional and Clause 6.11 of the General Conditions of Contract shall not apply to this Contract and the Employer reserves the right to amend, limit or omit certain portions / parts of the works without thereby invalidating the contract

The financial year for the Employer closes on 30 June each year.

The maximum total expenditure, excluding contract price adjustment and extra work, for any financial year or part thereof during which this contract is being executed, shall be limited to the estimated expenditure (as submitted in Form A8: Schedule of Estimated Monthly Expenditure of T2.2: Returnable Schedules completed by the tenderer) approved by the Employer's Agent plus ten (10) percent for that specific financial year.

During the course of the contract the Employer's Agent shall determine the extent of work required to remain within budget and shall vary the quantities or areas or items of work accordingly. Any claims or variations that the Contractor requires to submit shall be done timeously and without delay.

**C3.5.26 COMMUNITY LIAISON OFFICER**

A Community Liaison Officer must be appointed for the specific area where the projects will be performed. The Contractor is to liaise with the Portfolio holders and Ward counsellors who will appoint the person who will then act as the Community Liaison Officer.

Should the Contractor experience problems with the Community Liaison Officer he will resolve all problems through the Portfolio holders and Ward counsellors. Refer to C1.5 Contract of Temporary Employment as Community Liaison Officer for additional information.

The period of appointment of the CLO shall be as stated in the Contract for Temporary Employment as a Community Liaison Officer referred to below. The date of commencement of temporary employment of the CLO shall be as agreed with the Employer's Agent.

It is required, therefore, that the Contractor enter into a contract of temporary employment with the selected CLO, the contracting parties being the Contractor and the CLO. To this end, a specimen Form of Contract of Temporary Employment as Community Liaison Officer is included in this document (Part C1.6: Agreement and Contract Data). This Form of Contract sets out, inter alia, the agreement between the parties, the duties and conditions of employment of the CLO (including the rate of remuneration to be paid). As said contract will be between the Contractor and the CLO, all costs involved shall be borne by the Contractor and the tender shall be deemed to include for this.

Reference No:	B/SM 70/25 Part C3: Description of the Work	Page 134 Scope of Work
---------------	------------------------------------------------	---------------------------





## C3.6 Annexes/ Specifications

### CONTENTS

#### 3.6.1 PARTICULAR SPECIFICATIONS

### C3.6.1 Particular Specifications

Hereto attached as **ANNEXURE B** a Bill of Quantities that needs to be populated by prospective bidders. The electronic BOQ (Excel spreadsheet) this must be attached to the Tender Document that is submitted. The electronic copy will only be used for evaluation purposes, bidders must still complete the hardcopy in their own handwriting and submit it with the tender document. If there are any discrepancies between the handwritten hardcopy and the electronic copy, only the handwritten hardcopy will be considered.

- Annexure A1: Needs Analysis & Assessment
- Annexure A2: Measured Drawing of Existing
- Annexure A3: Architect's Drawings & Details
- Annexure A4: Door and Window Schedule
- Annexure A5: Finishing Schedule
- Annexure A6: Photo sheets, for information
- Annexure B: Unpriced Bill of Quantities
- Annexure C: Health & Safety Specification
- Annexure D: Fire Protection Plan

Additional information will be provided if and when required and or requested.

Reference No:	B/SM 70/25 Part C4: Site Information	Page 135 <b>Site Information</b>
---------------	-----------------------------------------	-------------------------------------



# STELLENBOSCH

STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

<b>PART C4</b>	<b>APPENDICES</b>
----------------	-------------------

	<b>Pages</b>
Appendix A : Health and Safety Specification	140 - 148

## **APPENDIX A: HEALTH AND SAFETY SPECIFICATION**

### **CONTENTS**

- 1. DEFINITIONS**
- 2. SCOPE**
- 3. INTERPRETATION**
- 4. GENERAL REQUIREMENTS**
- 5. ADMINISTRATION**
  - 5.1. Application for construction work permit
  - 5.2. Notification of intention to commence construction work
  - 5.3. Occupational Health and Safety Agreement
  - 5.4. Good standing with the Compensation Fund or a licensed compensation insurer
  - 5.5. Emergency procedures
  - 5.6. Health and safety file
  - 5.7. Health and safety committee
  - 5.8. Inspections, formal enquires and incidents
  - 5.9. Personal protective equipment and clothing
- 6. APPOINTMENTS**
  - 6.1. Appointment of construction manager
  - 6.2. Appointment of construction supervisor, and health and safety officers
  - 6.3. Other competent persons
  - 6.4. Health and safety representative(s)
- 7. EMPLOYER'S HEALTH AND SAFETY AGENT**
- 8. CREATING AND MAINTAINING A SAFE AND HEALTHY WORK ENVIRONMENT**
  - 8.1. General
  - 8.2. Risk assessment
  - 8.3. Health and safety plans
  - 8.4. Responsibilities towards employees and visitors
  - 8.5. Subcontractors
  - 8.6. Work permits and wayleaves
  - 8.7. Access to the Site
  - 8.8. First aid and emergency procedures
  - 8.9. Housekeeping
  - 8.10. Fire precautions
  - 8.11. Facilities for workers
- 9. GENERAL HAZARDS AND RISKS APPLICABLE TO WORK REQUIRED IN TERMS OF THIS TENDER**
  - 9.1. Existing Site conditions
  - 9.2. Environmental hazards
  - 9.3. Confined spaces
  - 9.4. Other hazards
- 10. MEASUREMENT AND PAYMENT**
  - 10.1. Basic Principles

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

## 1. DEFINITIONS

For the purposes of this Specification, the definitions given in the Occupational Health and Safety Act, 85 of 1993 and the Construction Regulations, 2014, and the following definitions, shall apply:

- 1.1.1 “Construction Regulations, 2014” means the Construction Regulations (GNR. 84 of 7 February 2014) published in terms of the OHS Act.
- 1.1.2 “Contractor” means the Principal Contractor as defined in the Construction Regulations, 2014.
- 1.1.3 “Employer” means the Client or his agent as defined in the Construction Regulations, 2014.
- 1.1.4 “**Employer’s Agent**” means the person/firm so named in the Contract Data whose function is to administer the Contract as agent of the Employer, acting through, if appointed, a Health and Safety Agent.
- 1.1.5 “OHS Act” means the Occupational Health and Safety Act, 85 of 1993.
- 1.1.6 “subcontractor” means any contractor employed by the Contractor to perform construction work.

## 2. SCOPE

In terms of the OHS Act and the Construction Regulations, 2014 the Employer must provide the Contractor with a Health and Safety Specification, to which the Contractor must respond with a Health and Safety Plan for approval by the Employer.

The purpose of this Specification is to ensure that a contractor entering into a contract with the Employer maintains an acceptable level of compliance with regard to health and safety issues during the performance of the Contract. In this regard the Health and Safety Specification forms an integral part of the Contract and the Contractor shall ensure that his subcontractors and/or suppliers comply with the requirements of this Specification.

## 3. INTERPRETATION

The OHS Act and its associated regulations shall have precedence in the interpretation of any ambiguity or inconsistency between it and this Specification.

Responsibility for health and safety relating to the Works lies with the Contractor as described in this Specification. Nothing stated in or omitted from this Specification shall in any way limit the Contractor’s obligations and liabilities in terms of the OHS Act.

## 4. GENERAL REQUIREMENTS

The Contractor shall:

- 4.1.1 create and maintain a safe and healthy work environment;
- 4.1.2 execute the Works in a manner that complies with all the requirements of the OHS Act and all its associated regulations, and in so doing, minimize the risk of incidents occurring; and
- 4.1.3 respond to the instructions issued by the Employer’s Agent through the Employer’s Agent’s Representative, except in the case of a health and safety issue which requires the Contractor’s immediate attention, in which case the Employer’s Health and Safety Agent can issue an instruction directly to the Contractor.

## 5. ADMINISTRATION

### 5.1 Application for construction work permit

In terms of Regulation 3 of the Construction Regulations, 2014, read together with the exemptions published by the Department of Labour in Government Notice dated 17 August 2018, a client who intends to have construction work carried out, must at least thirty days before that work is to be carried out apply to the Provincial Director in writing for a construction work permit to perform construction work if the works contract will exceed 365 days and will involve more than 3600 person days of construction work or the tender value limit is grade 7, 8 or 9 of the Construction Industry Development Board (CIDB) grading. In such cases, the Employer’s Agent will not issue an instruction to commence executing the Works, and the Contractor will not be permitted to commence with Works execution, until such time as the required construction work permit has been issued by the Provincial Director.

The employer will apply for the construction work permit as soon as possible after its Bid Adjudication Committee has awarded the contract based on the draft Health and Safety Plan submitted. Should the issuing of a construction work permit be delayed by the submission of a draft Health and Safety Plan which, in the opinion of either the Employer’s Health and Safety Agent, or the Provincial Director of the Department of Labour, is unacceptable, no claim for an extension of time will be entertained.

The issuing of a construction work permit by the Department of Labour shall in no way nullify the requirement to submit a Health and Safety Plan to the Employer's Health and Safety Agent for discussion and approval (in terms of Clause H8.3 of this specification) before commencement with Works execution.

## 5.2 Notification of intention to commence construction work

The Contractor shall notify the Provincial Director of the Department of Labour in writing using the pro forma contained in Annexure 2 of the Construction Regulations, 2014 before construction work commences, and retain a copy of such notification in the health and safety file, if such work will:

- 5.2.1 include excavation work;
- 5.2.2 include working at a height where there is a risk of falling;
- 5.2.3 Include the demolition of a structure; or
- 5.2.4 include the use of explosives to perform construction work.

The Contractor shall ensure that no work commences on an electrical installation which requires a new supply or an increase in electricity supply before the person who supplies or contracts or agrees to supply electricity to that electrical installation has been notified of such work.

The Contractor shall ensure that no asbestos work is carried out before the Provincial Director of the Department of Labour has been notified in writing.

## 5.3 Occupational Health and Safety Agreement

The Contractor shall enter into an Agreement with the Employer before the commencement of the Works on Site.

## 5.4 Good standing with the Compensation Fund or a licensed compensation insurer

The Contractor shall provide the **Employer's Agent** with a letter of good standing from the Compensation Commissioner or a licensed compensation insurer before the commencement of the Works on Site.

## 5.5 Emergency procedures

The Contractor shall submit for acceptance to the **Employer's Agent**, a health and safety emergency procedure, which includes but is not limited to fire, spills, accidents and exposure to hazardous substances, which:

- 5.5.1 identifies the key personnel who are to be notified of any emergency;
- 5.5.2 sets out details of available emergency services, including contact particulars; and
- 5.5.3 the actions or steps which are to be taken during an emergency.

The Contractor shall within 24 hours of an emergency taking place notify the **Employer's Agent** in writing of the emergency and briefly outline what happened and how it was dealt with.

## 5.6 Health and safety file

The Contractor shall ensure that a Health and Safety file, which shall include all documentation required in terms of the provisions of the OHS Act, the Construction Regulations, 2014 and this Health and Safety Specification, is open and kept on Site at all times.

The Health and Safety file shall be made available for inspection by any inspector, subcontractor, the Employer, the Employer's Agent, the Employer's Health and Safety Agent, or employee of the Contractor, upon the request of such persons.

The Contractor shall hand over the Health and Safety file to the **Employer's Agent** upon Works completion of the Contract and, if applicable, a certificate of compliance accompanied by a test report for the electrical installation in accordance with the provisions of the Electrical Installation Regulations, 2009.

## 5.7 Health and safety committee

Where applicable, the Contractor shall establish a health and safety committee, and shall convene health and safety meetings as provided for in the OHS Act.

The **Employer's Agent** or the Employer's Health and Safety Agent shall be invited to attend such meetings as an observer.

The Contractor shall ensure that minutes of the health and safety committee meetings are kept.

## 5.8 Inspections, formal enquires and incidents

The Contractor shall inform the **Employer's Agent**:

- 5.8.1 beforehand of inspections, investigations or formal inquiries of which he has been notified by an inspector; and
- 5.8.2 as soon as reasonably practicable of the occurrence of an incident (as defined in the OHS Act) on the Site.

The Contractor shall record all incidents and notify the **Employer's Agent** of any incident, except in the case of a traffic accident on a public road, as soon as possible after it has occurred and report such incident to an inspector as designated in terms of the OHS Act.

The Contractor shall investigate all incidents and issue the **Employer's Agent** with copies of such investigations.

## 5.9 Personal protective equipment and clothing

The Contractor shall ensure that all workers are issued with the necessary personal protective clothing.

## 6. APPOINTMENTS

### 6.1 Appointment of construction manager

The Contractor shall, prior to commencing the Works on Site, appoint a full-time, competent person as the construction manager, with the duty of managing all construction work on a single site, including the duty of ensuring occupational health and safety compliance. In the absence of the construction manager an alternative must be appointed by the Contractor.

The Contractor may, having considered the size of the project, appoint, in writing, one or more assistant construction managers for different sections thereof.

No construction manager may manage any construction work on or in any construction site other than the Site in respect of which he or she has been appointed.

### 6.2 Appointment of construction supervisor, and health and safety officers

The construction manager shall appoint a competent employee(s) in writing as the construction supervisor(s) for the Site, who will be responsible for construction activities and ensuring occupational health and safety compliance on the construction site. The Contractor may, having considered the size of the project, appoint, in writing, one or more competent employees to assist the appointed construction supervisor(s).

The Contractor may, having considered the size of the project, the degree of danger likely to be encountered or the accumulation of hazards or risks on the Site, appoint a full-time or part-time construction health and safety officer in writing, who has in the Contractor's opinion the necessary competencies and resources, to assist the Contractor in the control of all health and safety related aspects on the Site.

The Contractor shall compile and maintain an organogram which outlines the roles and responsibilities of the construction supervisor's assistants, and health and safety officers.

### 6.3 Other competent persons

The Contractor shall appoint in writing, competent persons to supervise or inspect, as relevant, any of the following:

- a) temporary works operations;
- b) excavation work;
- c) demolition work;
- d) scaffolding work operations;
- e) suspended platform work operations;
- f) rope access work;
- g) material hoists;
- h) operation of bulk mixing plant;
- i) explosive activated fastening device;
- j) cranes;
- k) construction vehicles and mobile plant (equipment);
- l) the stacking and storage of articles on the Site; and

- m) fire equipment.

The Contractor shall appoint in writing competent persons to:

- n) induct employees in health and safety; and
- o) prepare a fall protection plan.

#### 6.4 Health and safety representative(s)

The Contractor shall appoint in writing, if necessary in terms of the OHS Act, a health and safety employee representative(s), whose duties shall be as described in the OHS Act.

### 7. EMPLOYER'S HEALTH AND SAFETY AGENT

The Employer's Health and Safety Agent shall:

- a) audit the Contractor's compliance with the requirements of this Specification prior to the commencement of any physical construction activities on the Site;
- b) accept or reject all safety plans, giving reasons for rejecting such plans;
- c) monitor the effective implementation of all safety plans;
- d) conduct periodic and random audits on the health and safety file to establish compliance with the requirements of this Specification and the Contractor's health and safety plan; and
- e) visit the site at regular intervals to conduct site inspections, and based upon such visits issue, wherever necessary, any notices and/or instructions to the Contractor or any of the Contractor's subcontractors with a copy to the **Employer's Agent** and, where relevant, to the Contractor.

The Contractor shall invite the Employer's Health and Safety Agent to audit compliance with the requirements of this Specification before commencing with any new construction activity on the Site.

The Contractor shall permit the Employer's Health and Safety Agent to audit the Contractor's compliance with the approved Health and Safety Plan and shall provide any assistance and/or documentation as may be required in this regard.

### 8. CREATING AND MAINTAINING A SAFE AND HEALTHY WORK ENVIRONMENT

#### 8.1 General

The Contractor shall with respect to the Site and the construction works that are contemplated:

- (a) cause a preliminary hazard identification to be performed by a competent person before commencing any physical construction activity;
- (b) evaluate the risks associated with such work constituting a hazard to the health and safety of such employees and the steps that need to be taken to comply with the OHS Act; and
- (c) as far as is reasonably practicable, prevent the exposure of such employees to the hazards concerned or, where prevention is not reasonably practicable, minimize such exposure.

The Contractor shall ensure that:

- (d) all reasonably practicable steps are taken to prevent the uncontrolled collapse of any new or existing structure or any part thereof, which may become unstable or is in a temporary state of weakness or instability due to the carrying out of construction work;
- (e) no structure or part of a structure is loaded in a manner which would render it unsafe;
- (f) relevant information, if any, provided by the designer of the structure is taken into account in the risk assessment; and
- (g) the designer of any temporary works complies with the requirements of regulation 6(2) of Construction Regulations, 2014.

The Contractor shall carry out regular inspections and audits to ensure that the Works are being performed in accordance with the requirements of this Specification and the Contractor's health and safety plan

#### 8.2 Risk assessment

The Contractor shall before the commencement of any construction work on Site and during such construction work, cause risk assessment(s) to be performed by a competent person appointed in writing. Such assessment(s) shall as a minimum:

- (a) identify the risks and hazards to which persons may be exposed to;
- (b) analyse and evaluate the identified risks and hazards based on a documented method;

- (c) document a plan of safe work procedures, including the use of any personal protective equipment or clothing and the undertaking of periodic “toolbox talks” or inductions before undertaking hazardous work, in order to mitigate, reduce or control the risks and hazards that have been identified;
- (d) provide a monitoring plan; and
- (e) provide a review plan.

The Contractor shall ensure that as far as is reasonably practicable, ergonomic related hazards are analysed, evaluated and addressed in the risk assessment.

The Contractor must review the relevant risk assessment –

- (f) where changes are made to the design and or construction that result in a change to the risk profile; or
- (g) when an incident has occurred.

### 8.3 Health and safety plans

The Contractor shall prior to commencing the Works to which this Specification applies, submit to the Employer’s Health and Safety Agent for approval a suitable and sufficiently documented health and safety plan, based on this Specification and the risk assessment that is conducted.

The health and safety plan shall include, but not be limited to, the following:

- (a) The safety management structure, including the names of all designated persons such as the construction supervisor and any other competent persons;
- (b) Safety method statements and procedures to be adopted to ensure compliance with the OHS Act; Construction Regulations, 2014 and this Health and Safety Specification;
- (c) The provision and use of temporary services;
- (d) Personal protective equipment, devices and clothing required;
- (e) Emergency procedures;
- (f) Provision of workers’ welfare facilities;
- (g) Induction and training;
- (h) Arrangements for monitoring and control to ensure compliance with the safety plan; and
- (i) Provision and maintenance of the health and safety file and all other relevant documentation.

The Contractor shall provide each subcontractor with the sections of this Health and Safety Specification pertaining to the construction work to be performed by that subcontractor. The subcontractor shall provide the Contractor with a health and safety plan pertaining to his work, for incorporation into the Contractor’s health and safety plan.

The Contractor shall discuss the submitted health and safety plan with the Employer’s Health and Safety Agent, modify such plan in the light of the discussions and resubmit the modified plan for approval.

The Contractor shall apply the approved health and safety plan from the date of its approval and for the duration of the Works to which this Specification applies.

The Contractor shall conduct periodic audits for compliance with the approved health and safety plan at intervals agreed upon with the Employer’s Health and Safety Agent, but at least once every month.

The Contractor shall update the health and safety plan whenever changes to the Works are brought about.

### 8.4 Responsibilities towards employees and visitors

The Contractor shall, as far as is reasonably practicable, cause every employee to be made conversant with the hazards to his health and safety attached to any work which he has to perform, any article or substance which he has to produce, process, use, handle, store or transport and any plant or machinery which he is required or permitted to use, as well as with the precautionary measures which should be taken and observed with respect to those hazards or safe work procedures.

The Contractor shall ensure that all employees under his control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the risk assessment.

The Contractor shall cause a record of all induction training to be kept, which indicates the names, identity numbers and job description of all those who attended such training.

The Contractor shall not allow or permit any employee to enter the Site, unless such person has undergone health and safety induction training pertaining to the hazards prevalent on the Site at the time of entry.



The Contractor shall ensure that all of his employees have a valid medical certificate of fitness specific to the construction work to be performed and issued by an occupational health practitioner on the prescribed form.

The Contractor shall ensure that each visitor to the Site, save where such visitor only visits the site office and is not in direct contact with the construction work activities:

- (a) undergoes health and safety instruction pertaining to the hazards prevalent on the Site; and
- (b) is in possession of and using the necessary personal protective equipment.

The Contractor shall cause a record of all induction training to be kept in the Health and Safety file.

The Contractor shall provide suitable on-site signage to alert workers and visitors to health and safety hazards and requirements. Such signage shall include but not be limited to:

- (c) prohibited unauthorized entrance;
- (d) signage to indicate what personal protective equipment is to be worn; and
- (e) activity related signs.

The Contractor shall not permit any person who is or who appears to be under the influence of intoxicating liquor or drugs, to enter or remain at a workplace.

#### 8.5 **Subcontractors**

The Contractor may only subcontract work in terms of a written subcontract and shall only appoint a subcontractor should he be reasonably satisfied that such a subcontractor has the necessary competencies and resources to safely perform the work falling within the scope of the subcontract.

The Contractor shall ensure that all of his obligations in respect of subcontractors in terms of the Construction Regulations, 2014 are adhered to.

#### 8.6 **Work permits and wayleaves**

The Contractor shall be responsible for obtaining all the wayleaves, permissions or permits applicable to working near any existing services or other infrastructure on Site, and shall abide by the safety conditions imposed by such wayleaves, permissions or permits.

#### 8.7 **Access to the Site**

The Contractor shall ensure that access to the Site is strictly controlled and that, where possible, only authorised persons are permitted onto the Site.

The Contractor shall control the access to Site of his own personnel and equipment, and that of his subcontractors and suppliers, in such a way so as to ensure that the safety of all public pedestrian and vehicular traffic is not compromised.

#### 8.8 **First aid and emergency procedures**

The Contractor shall, where more than five employees are employed at a workplace, provide a first aid box or boxes at or near the workplace, which shall be available and accessible for the treatment of injured persons at that workplace. Such first aid boxes shall contain suitable first aid equipment.

The Contractor shall ensure, where there are more than 10 employees employed on the Site, that for every group of up to 50 employees at that workplace at least one person is readily available during normal working hours who is in possession of a valid certificate of competency in first aid.

The following information shall be conspicuously posted in the offices of the Contractor for the duration of the Contract:

- a) Telephone numbers of emergency services;
- b) The names of all safety representatives and safety officers; and
- c) The name(s) of the competent first aider(s).

The Contractor shall post, in prominent places, notices indicating where the first aid box(es) is/are kept, as well as the name of the person in charge of the first aid box.

## 8.9 Housekeeping

The Contractor shall ensure, *inter alia*, that suitable housekeeping is continuously implemented on the Site, including provision for the:

- a) removal of scrap, waste and debris, and materials which are no longer required for use, at appropriate intervals (in accordance with Construction Regulation 27); and
- b) proper stacking and storage of materials and equipment (in accordance with Construction Regulations 27 and 28).

## 8.10 Fire precautions

The Contractor shall ensure that all appropriate measures are taken to minimise the risk of fire and that appropriate procedures and equipment are in place to deal with the event of a fire, all in accordance with Construction Regulation 29 and the Environmental Management Specification in Part C3.5 of the Scope of Work.

## 8.11 Facilities for workers

The Contractor shall provide ablution facilities and eating areas all as specified in the Environmental Management Specification in Part C3.5 of the Scope of Work.

## 9. GENERAL HAZARDS AND RISKS APPLICABLE TO WORK REQUIRED IN TERMS OF THIS TENDER

### 9.1 Existing Site conditions

The Contractor's personnel shall not enter the operational areas and contact with refuse and leachate should be kept to a minimum.

### 9.2 Environmental hazards

The Contractor's attention is drawn to the potential hazards of carrying out the Works adjacent to a working Landfill Site, including the impacts of daily operations, contaminated liquids, leachate and landfill gas. The Contractor shall honour all requirements of these specifications and shall ensure that the appropriate measures have been taken.

The Contractor's attention is further drawn to the flammable, explosive and asphyxiant nature of landfill gas resulting from the decomposition of waste. Landfill gas can migrate through ground and the Contractor shall take all necessary precautions to ensure the safety of his/her personnel and all third parties from the dangers of landfill gas. Landfill gas is particularly dangerous in enclosed spaces (manholes etc.)

In the vicinity of the landfill body, and in particular, within any excavations, flammable and poisonous landfill gas may be present. The flammable constituent of the gas is methane.

The wastes disposed of at the landfill are classified as general wastes (domestic, commercial, industrial and inert) as well as hazardous. Accordingly, the Contractor shall take adequate precautions to limit any unnecessary contact with these wastes. In addition, in order to instruct and alert the Contractor's and Sub-contractors' staff, appropriate measures must be taken

Leachate may be present in the low-lying areas of the landfill and care must be taken in dealing with this, and any, liquid. Suitable Personal Protective Equipment shall be used at all times and the Contractor must instruct his staff appropriately. Any leachate that has to be removed shall be disposed of in the landfill leachate pond after making arrangements with the Landfill Manager

### 9.3 Confined spaces

In the vicinity of the landfill body, and in particular, within any excavations, flammable and poisonous landfill gas may be present. The flammable constituent of the gas is methane. Special care and precautions must be taken where men may work with their heads below the general surface and in excavation.

### 9.4 Other hazards

No scavenging of refuse is allowed.

Workmen are to be provided with the appropriate safety clothing and equipment.

The lighting of fires is strictly prohibited, due to the possible presence of landfill gas, and smoking on site will also be prohibited. The use of naked flames must only take place under safe conditions.

The Contractor shall make all Sub-Contractors, visitors, third parties and agents aware of the hazards of landfill gas on the site, and shall ensure that they take the necessary precautions.

Due to the fact that this is an active landfill site, vehicles and plant will be operating in many areas, Special care and precautions must be taken where staff have restricted sight as a result of working with their heads below the general surface and in excavations.

## **10. MEASUREMENT AND PAYMENT**

### **10.1 Basic Principles**

Except where separate pay items have been measured in the Bills of Quantities, all costs in respect of complying with the Health and Safety Specification are deemed to be covered by the sum tendered for complying with the Health and Safety Specification.