

STELLENBOSCH MUNICIPALITY HEREBY INVITES YOU TO TENDER FOR B/SM 104/23: REPAIRS OF THE GYMNASTICS BUILDING AT VAN DER STEL SPORTS FACILITY

TENDER NUMBER: **B/SM 104/23**
DESCRIPTION: **REPAIRS OF THE GYMNASTICS BUILDING AT VAN DER STEL SPORTS FACILITY**
CLOSING DATE: **28th of August 2023**
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 at 23 May 2019 - Class of Construction Works: **3GB or higher.**

INFORMATION:

Tender Specifications: Garth Abrahams at 021 808 8295: e-mail Garth.Abrahams@stellenbosch.gov.za
SCM Requirements: Gerald Kraukamp at 021 808 8519: e-mail: Gerald.Kraukamp@stellenbosch.gov.za

Office hours for collection: **08h00-15h30**

A Compulsory Clarification Meeting will be held on the **11th of August 2023** at **11:00** at the **Van Der Stel Sport Centre**, Du Toit St, Stellenbosch Central, Stellenbosch, 7600, (33°56'01.7"S 18°51'17.6"E). Tenderers who fail to attend the compulsory information session will be regarded as non-compliant.

Tenders may only be submitted on the Tender document 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 bid or any of the tenders that has been submitted.

Sealed Tenders, with "**B/SM 104/23: REPAIRS OF THE GYMNASTICS BUILDING AT VAN DER STEL SPORTS FACILITY**" 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 also 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.

Price	80
B-BBEE status level of contribution	10
Locality	10
Total points for Price, B-BBEE and Locality	100

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

1. This Tender is subject to the general conditions of contract (GCC) 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 free of charge on the website: www.stellenbosch.gov.za. Alternatively, hard copies of the document are obtainable from the offices of the Supply Chain Management Unit, Stellenbosch Municipality, Town House Complex, 1st Floor, Plein Street, Stellenbosch, upon payment of a non-refundable fee of **R525.00 per document**.*

Note: The Municipality will never contact you to pay money in exchange for the award of the tender

G Mettler (Ms)
MUNICIPAL MANAGER



TENDER KENNISGEWING

STELLENBOSCH MUNISIPALITEIT NOOI U UIT OM TE TENDER VIR DIE VOLGENDE TENDER: B/SM 104/23: HERSTELWERK AAN DIE GIMNASTIEK GEBOU BY DIE VAN DER STEL SPORTS FASILITEITE

TENDER NOMMER: B/SM 104/23
BESKRYWING: HERSTELWERK AAN DIE GIMNASTIEK GEBOU BY DIE VAN DER STEL SPORTS FASILITEITE

SLUITINGSdatum: 28^{ste} Augustus 2023
TYD VAN SLUITING: 12h00. Tenders sal oopgemaak word in die Raadsaal of in die Voorsieningskanaalbestuurs Raadsaal.

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 kontrakteurgradering** van ten minste **3GB** of hoër hê

NAVRAE:

Tender spesifikasies: Garth Abrahams by 021 808 8295: e-pos: Garth.Abrahams@stellenbosch.gov.za

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Kantoor Ure: 08h00-15h30

'n Verpligte inligtingssessie sal gehou word op **11 Augustus 2023 om 11:00** by **Van Der Stel Sport Centre, Du Toit St, Stellenbosch Sentraal, Stellenbosch, 7600, (33°56'01.7"S 18°51'17.6"E)**. Tendersaars wat nie die verpligte inligtingssessie bywoon nie, sal nie in ag geneem word nie.

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.

Verseëlde tenders duidelik gemerk: **"B/SM 104/23: HERSTELWERK AAN DIE GIMNASTIEK GEBOU BY DIE VAN DER STEL SPORTS FASILITEITE"**, 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 voltooië 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
Lokaliteit	10
BBSEB status	10
Totale punte vir prys, B-BSEB en lokaliteit	100

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

1. Hierdie tender is onderworpe aan die algemene kontrakvoorwaardes (GCC) 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 by die kantoor van die Voorsieningskanaalbestuurseenheid, Stellenbosch Munisipaliteit, Meenthuis Kompleks, 1ste Vloer, Pleinstraat, Stellenbosch na betaling van 'n nie-terugbetaalde tenderdeelnamewooi van **R525.00 per dokument**. Alternatiewelik mag die dokument gratis afgelaai word vanaf die webblad www.stellenbosch.gov.za.*

Let wel: Die Munisipaliteit sal jou nooit kontak om geld te betaal in ruil vir die toekenning van die tender



TENDER NO.: B/SM 104/23
REPAIRS OF THE GYMNASTICS BUILDING AT VAN DER STEL SPORTS FACILITY

PROCUREMENT DOCUMENT

NAME OF TENDERER:			
Total Bid Price (Inclusive of VAT) (Refer to page 61):			
BBBEE LEVEL			
CLAIM POINTS FOR	LOCALITY	YES	NO

DATE: JULY 2023

PREPARED AND ISSUED BY:

Directorate: Finance:
Supply Chain Management Unit
Stellenbosch Municipality,
PO Box 17, Stellenbosch, 7599

**CONTACT FOR ENQUIRIES
REGARDING SPECIFICATIONS:**

Garth Abrahams
Project Co-Ordinator
Tel. Number: **021 808 8295**



1. TENDER NOTICE & INVITATION TO TENDER

BID NOTICE

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G Mettler (Me)
MUNISIPALE BESTUURDER



**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	BSM104/23	CLOSING DATE:	28 August 2023	CLOSING TIME:	12:00
DESCRIPTION	REPAIRS OF THE GYMNASTICS BUILDING AT VAN DER STEL SPORTS FACILITY				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT **STELLENBOSCH MUNICIPALITY, TOWN HOUSE COMPLEX, PLEIN STREET, STELLENBOSCH**

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT ☐ Yes ☐ No		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]	
3. TOTAL NUMBER OF ITEMS OFFERED			4. TOTAL BID PRICE	R	
5. SIGNATURE OF BIDDER	 		6. DATE		
7. CAPACITY UNDER WHICH THIS BID IS SIGNED					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	(SCM)	CONTACT PERSON	Garth Abrahams
CONTACT PERSON	Gerald Kraukamp	TELEPHONE NUMBER	021 808 8295
TELEPHONE NUMBER	021 808 8519	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	Garth.Abrahams@stellenbosch.gov.za
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:

.....



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STELLENBOSCH
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MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

PART A – ADMINISTRATIVE REQUIREMENTS IN TERMS OF THE SUPPLY CHAIN MANAGEMENT POLICY



2. CHECKLIST

PLEASE ENSURE THAT THE FOLLOWING FORMS HAVE BEEN DULY COMPLETED AND SIGNED AND THAT ALL DOCUMENTS AS REQUESTED, ARE ATTACHED TO THE TENDER DOCUMENT:

Certificate of Clarification Attendance - Is the form duly completed and signed by both tenderer and agent of the Stellenbosch Municipality?	Yes	No
Authority to Sign a Bid - Is the form duly completed and is a certified copy of the resolution attached?	Yes	No
MBD 4 (Declaration of Interest) - Is the form duly completed and signed?	Yes	No
MBD 6.1 (Preference Points claim form for purchases/services) - Is the form duly completed and signed? Is a copy of the B-BBEE Certificate issued by a Verification Agency accredited by SANAS or the original Sworn Affidavit attached? (NB! BBBEE CERTIFICATES CAN BE VERIFIED WITH THE VERIFICATION AGENCY BUT A SWORN AFFIDAVIT MUST BE AN ORIGINAL AND NOT A COPY TO BE ELIGIBLE FOR BBBEE POINTS)	Yes	No
MBD 8 (Declaration of Past Supply Chain Practices) - Is the form duly completed and signed?	Yes	No
MBD 9 (Certificate of Independent Bid Determination) - Is the form duly completed and signed?	Yes	No
MBD 10 (Certificate of Payment of Municipal Accounts) - Is the form duly completed and signed? Are the Identity numbers, residential addresses and municipal account numbers of ALL members, partners, directors, etc. provided on the form as requested? (NB! MUNICIPAL ACCOUNTS WILL BE VERIFIED AND USED AS BASIS FOR PREFERENCE POINTS SCORING IN TERMS OF THE STELLENBOSCH PREFERENTIAL PROCUREMENT POLICY. THE BUSINESS ADDRESS, LEASE AGREEMENT OR SWORN AFFADAVIT WILL BE THE BASIS FOR AWARDING POINTS FOR LOCALITY)	Yes	No
OHSA (Occupational Health and Safety) - Is the form duly completed and signed? Is a valid Letter of Good Standing from the Compensation Commissioner attached?	Yes	No
Form of Indemnity - Is the form duly completed and signed?	Yes	No
Pricing Schedule - Is the form duly completed and signed?	Yes	No
Form of Offer - Is the form duly completed and signed?	Yes	No
Declaration by Tenderer - Is the form duly completed and signed?	Yes	No



3. CLARIFICATION MEETING CERTIFICATE

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***



4. AUTHORITY TO SIGN A BID

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:	



5. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

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.



6. JOINT BUILDING CONTRACTS COMMITTEE – GOVERNMENT PROCUREMENT (if applicable)

1. DEFINITIONS

The following terms shall be interpreted as indicated:

- 1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally
- 1.6. "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. "Day" means calendar day.
- 1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand
- 1.10. "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.
- 1.13. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.14. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.15. "JBCC" means the Joint Building Contracts Committee.
- 1.16. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.17. "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.18. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.



- 1.19. "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.20. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.21. "Project site" where applicable, means the place indicated in bidding documents.
- 1.22. "Purchaser" means the organization purchasing the goods.
- 1.23. "Republic" means the Republic of South Africa.
- 1.24. "SCC" means the Special Conditions of Contract.
- 1.25. "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.26. "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.27. "Tort" means in breach of contract.
- 1.28. "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.29. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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



- 5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

- 6.1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2. When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

7. Performance security

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

8. Inspections, tests and analyses

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



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

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

9. Packing

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

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

10. Delivery

Delivery of the goods shall be made by the supplier in accordance with the documents and terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified.

11. Insurance

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

12. Transportation

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

13. Incidental

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

13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods;

13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods;

13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

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

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

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



14. Spare parts

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

14.1.1. such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;

14.1.2. in the event of termination of production of the spare parts:

14.1.2.1. advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

14.1.2.2. following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified.

16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3. Payments shall be made by the purchaser **no later than thirty (30) days** after submission of an **invoice, statement** or claim by the supplier.

16.4. Payment will be made in Rand unless otherwise stipulated.

17. Prices

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

18. Variation orders

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



19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

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

21.3. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.4. Except as provided under JBCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to JBCC Clause 22, unless an extension of time is agreed upon pursuant to JBCC Clause 22 without the application of penalties.

21.5. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

Subject to JBCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to JBCC Clause 23.

23. Termination for default

23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

23.1.1. if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to JBCC Clause 21.2;

23.1.2. if the Supplier fails to perform any other obligation(s) under the contract; or

23.1.3. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.



- 23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5. Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchase actively associated.
- 23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- 23.6.1. the name and address of the supplier and / or person restricted by the purchaser;
 - 23.6.2. the date of commencement of the restriction
 - 23.6.3. the period of restriction; and
 - 23.6.4. the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

- 25.1. Notwithstanding the provisions of JBCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.



26. Termination for insolvency

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

27. Settlement of Disputes

27.1.If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2.If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3.Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4.Notwithstanding any reference to mediation and/or court proceedings herein,

27.4.1. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

27.4.2. the purchaser shall pay the supplier any monies due for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of liability

28.1.Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

28.1.1. the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

28.1.2. the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment

29. Governing language

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

30. Applicable law

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

31. Notices

31.1.Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2.The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1.A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2.A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.



32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

32.4. No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts

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

34. Amendment of contracts

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

35. Prohibition of restrictive practices.

35.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.

35.2. If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.

35.3. If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Joint Building Contracts Committee (Edition 6.2, 2018)



7. GENERAL CONDITIONS OF TENDER

1. Sealed tenders, with the **“Tender Number and Title”** clearly endorsed on the envelope, must be deposited in the **tender box** at the offices of the Stellenbosch Municipality, Plein Street, Stellenbosch.
2. The tender must be lodged by the Tenderer in the tender box in the Main Hall Entrance, Stellenbosch Municipal Offices, Plein Street, Stellenbosch

PLEASE NOTE:

- 2.1. Tenders that are deposited in the incorrect box will not be considered.
 - 2.2. Mailed, telegraphic or faxed tenders will not be accepted.
 - 2.3. Documents may only be completed in non-erasable ink.
 - 2.4. The use of correction fluid/tape is not allowed.
 - 2.4.1. 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.
 - 2.4.2. Alterations or deletions not signed by the Tenderer may render the tender invalid.
 - 2.5. All bids must be submitted in writing on the official forms supplied (not to be re-typed)
 - 2.6. All prices shall be quoted in South African currency and be **INCLUSIVE of VAT**.
3. **Where the value of an intended contract will exceed R1 000 000, 00 (R1 million) it is the bidder's responsibility to be registered with the South African Revenue Service (SARS) for VAT purposes in order to be able to issue tax invoices. The municipality will deem the price above R 1 000 000,00 (R1 million) to be VAT inclusive even if it is indicated that no VAT is charged. Please ensure that provision is made for VAT in these instances.**
 - 3.1 It is a requirement of this contract that the amount of value-added tax (VAT) must be shown clearly on each invoice.
 - 3.2 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**.
 - 3 Any Tender received after the appointed time for the closing of Tenders shall not be considered but shall be filed unopened with the other Tenders received or may be returned to the Tenderer at his request.
 - 4 Tenders may not be telefaxed to the Municipality and therefore any tenders received by fax will **not** be considered.
 - 5 Tenders shall be opened in public at the Stellenbosch Municipal Offices as soon as possible after the closing time for the receipt of tenders.
 - 6 The Municipality 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; **ALTERNATIVELY**;
 - 6.1 That an agreement be signed whereby the Tenderer agrees that a percentage or fixed amount at the discretion of the Municipality, be deducted from payments due to him for this tender, until the debt is paid in full.
 - 6.2 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.



7. Negotiations for a fair market related price

7.1 The award of the tender may be subject to price negotiation with the preferred tenderers.

8 This bid will be evaluated and adjudicated according to the following criteria:

- 8.1 Relevant specifications
- 8.2 Value for money
- 8.3 Capability to execute the contract
- 8.4 PPPFA & associated regulations

9 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.

10 Centralised Supplier Database

No Bids will be awarded to a bidder who is not registered on the Centralised 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 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

Centralised Supplier Database No. MAAA.....



8. MBD 4 – DECLARATION OF INTEREST

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

¹ 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.

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



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



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 ³ Employee Number

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

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			

³ 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.



9. 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

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

1. GENERAL CONDITIONS

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

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

1.2

a) The value of this bid is estimated to 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
- (b) B-BBEE Status Level of Contributor and
- (c) Locality of supplier

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	10
Locality of supplier (see definition)	10
Total points for Price and BBEE (must not exceed 100)	100

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

1.6 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.



- 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

4. POINTS AWARDED FOR PRICE

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

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

Reference No:	B/SM 104/23	Page 31 of 150
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**80/20****or****90/10**

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

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

4.3 **POINTS AWARDED FOR PRICE**

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

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

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmax = Price of highest acceptable bid

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

5.1 In terms of Regulation 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)



- 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 BBEE scorecard as follows.

B-BBEE Level of Contributor	Status	Number of Points for 80/20 Preference 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 BBEE status level contributor.
- 5.6 A tenderer failing to submit proof of BBEE 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 BBEE 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	10	5
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 4.1

7.1 B-BBEE Status Level of Contributor: . =(maximum of 10 points)

(Points claimed in respect of paragraph 7.1 must be substantiated by relevant proof of B-BBEE status level of contributor.)

7.2 Within the boundaries of Stellenbosch Municipality (WC024)?

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

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).

8. SUB-CONTRACTING

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

(Tick applicable box)

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

8.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%

ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise

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



Black people who are military veterans		
OR		
Any EME		
Any QSE		

9. DECLARATION WITH REGARD TO COMPANY/FIRM

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

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

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

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

9.6 COMPANY CLASSIFICATION

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

9.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as



indicated in paragraph 1 of this form;

- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor/Locality points 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) (DO NOT USE. USE NEW/APPLICABLE TEMPLATE)

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Vat Number (If applicable)	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of “Black People”	<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> <p>(a) who are citizens of the Republic of South Africa by birth or descent; or</p> <p>(b) who became citizens of the Republic of South Africa by naturalisation-</p> <p style="margin-left: 40px;">i. before 27 April 1994; or</p> <p style="margin-left: 40px;">ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;”</p>



STELLENBOSCH
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MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

Definition of "Black Designated Groups"	<p>"Black Designated Groups means:</p> <ul style="list-style-type: none"> (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (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; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"
--	---

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 (1) 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 a **NB!** 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	Level One (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	Level Four (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:

EXAMPLE OF POINT SCORING AND ALLOCATION OF PREFERENCE POINTS (80/20) WHERE LOCALITY AS A GOAL IS INCLUDED. STELLENBOSCH PREFERENTIAL PROCUREMENT POLICY.

BIDDER	PRICE	BBBEE LEVEL (VALID)	BUSINESS PREMISES (IN WC024)
TENDERER A	R 80 000	1	NO
TENDERER B	R 75 000	1	YES
TENDERER C	R 70 000	2	NO

BIDDER	PRICE POINTS (Out of 80)	BBBEE POINTS (Out of 10)	LOCALITY POINTS (Out of 10)	TOTAL POINTS (Out of 100)
TENDERER A	68.57	10	0	78.57
TENDERER B	74.29	10	10	94.29
TENDERER C	80	9	0	89

10. 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. willfully 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>	Yes	No
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <i>(To access this Register enter the National Treasury's website, www.treasury.gov.za, 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>	Yes	No
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No



4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes	No
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No
4.5.1	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:			



11. 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).⁴ 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:

⁴ 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.



- 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 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 consortium⁵ 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:			

⁵ 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.



12. 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 or sworn affidavit must be submitted with this tender.

- PLEASE SUBMIT MUNICIPAL ACCOUNTS FOR THE FOLLOWING TWO MONTHS AFTER BID CLOSURE TO THE RELEVANT SCM PRACTITIONER SHOULD THE BID NOT BE AWARDED YET.

Signature	Position	Date



13. 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:	



14. 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:	



STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

PART B – SPECIFICATIONS AND PRICING SCHEDULE

15. SPECIFICATIONS

1. PURPOSE

Stellenbosch Municipality hereby wishes to appoint a qualified and suitable service provider to repair the Gymnastics Building at the Van Der Stel Sport Facility.

2. BACKGROUND

2.1. Identification of needs

Sport Recreation and Hall Section forms part of the department Community Services. By means of reporting, the sport council and the gymnastic club of Van Der Stel informed the Sport Section needed repairs at the facility that was caused by rain. These roof leakages subsequently caused damages to the existing walls and floors of the gymnastics building.

2.2. Appointment of a Quantity Surveyor

A Quantity Surveyor was appointed to do the roofing needs analysis, advice on repairs of the roof to prevent leakages and prepare a scope of works, specifications including a Bill of Quantities.

The Quantity Surveyor will also act as the Principal Agent

3. TENDER SPECIFICATIONS

3.1. Tender validity period

The tender must be valid for 180 days after closing date.

3.2. Scope of Works

This tender covers the various tasks and items needed to meet the objectives. Work items under this tender includes the repairs of all damages caused by the water leaks and addressing the prevention thereof in future.

External Waterproofing to the entire Gymnastics Building

- Internal Areas:

o Repair water damage and prevent future water damage in:

1x Kitchen Area, 1x Gymnastics Centre, 1x Entrance Foyers, 2x Offices, 4x Bathrooms, 1x Entrance Tunnel, 5x Cloak Rooms, 4x Shower Areas, 1x Bar Area, 1x Entertainment Area, 3x Storage Rooms, Passages

THE SCOPE INCLUDES BUT ARE NOT LIMITED TO REPAIRS DEPICTED AND DESCRIBED IN ITEMS 3.2.1. and 3.2.2. BELOW.

NO DRAWINGS WILL BE ISSUED.

ALL ALTERATIONS AND REPAIRS TO BE EXECUTED STRICTLY IN ACCORDANCE WITH SANS AND NATIONAL BUILDING REGULATIONS AS WELL AS MANUFACTURERS' SPECIFICATIONS WHERE APPLICABLE.

3.2.1. Roof

- All flashings need to be replaced and waterproofed correctly on the higher roof.



- All IBR 686w Sheeting to be replaced due to corrosion.



- Sheeting with patch work needs to be replaced with new sheets.



- Headwall & Counter flashings needs to be replaced and fitted correctly.



3.2.2. Waterproofing and Paintwork

➤ EXTERNAL BACK WALLS OF STADIUM



- ❖ The Plaster work of the Stadium back walls has deteriorated severely.
- ❖ There are indications of Plaster Spalling.



- ❖ There are large cracks in which Fungi has grown due to the high Moisture levels.



- ❖ Spalled Concrete on the left column has exposed the “R” Bar which is now badly rusted.

➤ **TORCH ON WATERPROOFING on BACK WALL of the STADIUM**



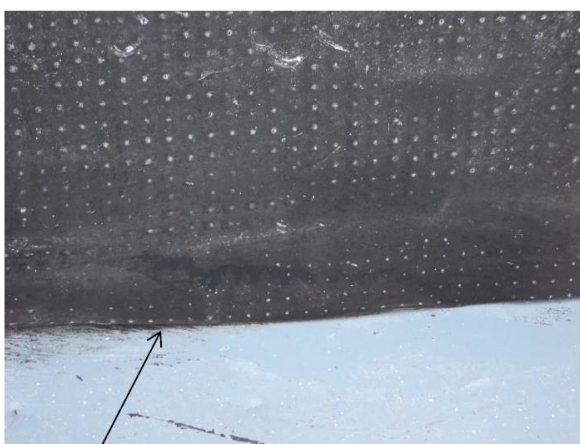
- ❖ The Torch On has been applied the length of the wall square with surface of the Flashing.



- ❖ The Torch On appears to have delaminated and the counter flashing do not appear to have been sealed and in our opinion could be a possible source of water penetration.



- ❖ The top of the Torch On where it is fixed to the wall has delaminated along sections and again in our opinion is a source of water penetration between the wall and the Torch On.



- ❖ The Torch On has pulled loose from the wall and the top section of the Flashing.



- ❖ The Torch On has not been folded onto the bottom of the Sills! It stops square with the bottom of the Sills. The window Sills does not appear to have been waterproofed.



- ❖ There is a section of roof sheeting where it butts against the column which is not waterproofed.



- ❖ There are cracks on the window Sills which because the Sills have not been waterproofed are a source of penetrating damp.



- ❖ The Torch On has split directly under the window Sills exposing the plaster work.



- ❖ A large tear has taken place along a section of the Torch On where it is fixed to the wall.



- ❖ The Torch On has pulled loose at the Reveal of the window which is allowing water to enter between the Torch On and the wall.

➤ **GYM INTERIOR CONCRETE CEILING**



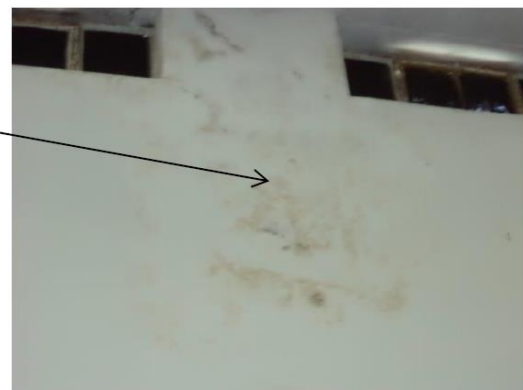
- ❖ The concrete ceiling in the Gym above the window frames is severely water stained because of in our opinion the excessive penetration through bad plaster work on the outside.



- ❖ The window frames are badly rusted due to the excessive penetration of moisture into the concrete ceiling and walls.



- ❖ Water stains on the walls under the windows which indicates that there is water seepage from the window frames.



- ❖ The excessive dampness in the walls! Is evidence that the deteriorated plaster work on the exterior is a major source?



- ❖ Excessive efflorescence has taken place on the walls under which the windows are installed which indicates that both the external waterproofing and the plaster are suspect.



- ❖ Plaster spall has taken place on the wall in the Gym



- ❖ There is a section of wall in the Gym where the paint has delaminated exposing the underlying plaster work.



- ❖ A Hole has formed on a section of ceiling in the Gym which butts against a beam which in our opinion was caused by excessive water from the exterior wall and waterproofing.



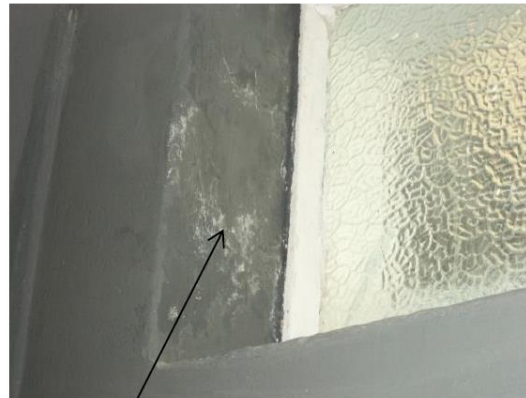
- ❖ Sections of the Cornice in the Gym have been damaged due to the excessive water from the roof and lack of waterproofing on the external wall.



- ❖ Water penetration through the external wall of the Stadium to the inside wall! A fungus has grown on the inner wall.



- ❖ Alkali Burn has taken place in the window reveal of the Referee Locker Room which in our opinion the source of the penetrating damp is the external wall.



- ❖ Alkali Burn has taken place in the window reveal of the Mens Toilet in the Home Teams Locker Rooms.



- ❖ Water stains on the wall in the Mens Toilet of the Home Teams Locker Rooms which appears to be from the floor above (which were un-able to gain access too).



- ❖ The paint on the beam at the entrance to the Mens Toilet of the Home Teams Locker Rooms is delaminating due to high levels of moisture in the substrate.



- ❖ The paint on the walls in the Visitors Cloak Room is delaminating due to moisture penetration from in our opinion the Stands above.

HOSPITALITY AREA

- ❖ We were un-able to gain access to this area to carry out an assessment. However! We have been advised that there is Penetrating Damp taking place on the NE wall of the Bar area and the Games area which we also believe is the direct result of the exterior wall plaster work.



CONCLUSION

➤ **EXTERIOR BACK of the STADIUM**

- In our opinion the loose and cracked plaster work on the external wall of the Stadium is a major source of the penetrating damp into the Gym.
- The Torch On, fixed to the exterior back wall of the Stadium has deteriorated because of poor maintenance to the extent that it can no longer be of any use.
- The Flashing on the roof in our opinion also requires attention and proper waterproofing.
- The Window Sills not having waterproofing and also having cracks are need to be addressed.
- The Window frames need to be treated and sealed.

➤ **INTERIOR WALLS and CEILINGS of the GYM**

- These have been affected by the deterioration mention above.

3.3. Location of the Works

NAME	CO-ORDINATES
VAN DER STEL SPORTS FACILITY	33°56'01.7"S 18°51'17.6"E

NAME	CO-ORDINATES
<p>Van Der Stel Gymnastics Building. Can be accessed via Merriman Avenue or Du Toit Street.</p>	



3.4. Occupation of the Site

- 3.4.1. Access to the site of the works will be given to the contractor on the commencement date.
- 3.4.2. Where existing roads are used within the facility or public roads, they shall be protected from damage that might be caused any of the contractor's vehicles. The contractor shall immediately repair any damage arising out of his acts of omissions by him to fences, gateways, drains or to any other structure during the execution of the contract and shall leave everything in the same state as found by him.
- 3.4.3. The contractor shall, as far as possible confine his operations to within the limits of the gymnastics area. If this space is inadequate for this purpose, arrangements for any further area/ space will be made by the Sport Section.
- 3.4.4. The contractor shall afford all reasonable pedestrian and/or vehicular access to all users and occupiers of the remaining areas at Van Der Stel sport facility for sporting and administrative activities. Employees of the contractor will not be permitted on any other area within Van Der Stel sport facility, except for the gymnastics area where their work are performed.

3.5. Site Facilities Available

3.5.1. Location of Contractor's Site

The contractor shall establish his camp at a location approved by the Employer. The contractor shall make his own arrangements concerning the provision of water, electricity and other services for his own office should it be necessary.

3.5.2. Ablution facilities

Portable toilets will be acceptable and will need to be regularly serviced and kept clean at all times.

3.6. Security

- 3.6.1. The contractor shall take every precaution to ensure safety and to protect the works from theft and vandalism. 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 area with regards to safety and security (liaising with the local police as necessary) and shall provide with all security measures, including the employment of accredited security services, as deemed necessary to comply with the requirements under this clause.



- 3.6.2. Any cost incurred to conform to this specification will be deemed to be part of the contractor's risk as part of the General Conditions of Contract and will not be considered as an accepted risk. The contractor will be liable for any loss through theft and vandalism.

3.7. Labour, Plant, Materials and Equipment

3.7.1. 100% LOCAL

All unskilled staff must be employed from the Municipal Unemployment Data Base. The Sport Section will assist in distributing the general worker vacancies advertisement as prepared by the contractor.

- 3.7.2. All tools, equipment and materials required for the works shall be provided by the contractor at his/her own cost.
- 3.7.3. Equipment and tools used to carry out the works shall be SABS approved of high quality, in working order and comply with the specifications.
- 3.7.4. All plant, tools and equipment shall comply with the requirements as stipulated in the National Environmental Management Act 107 of 1998 and Occupational Health and Safety Act 85 of 1998 and the Construction Regulation 2014 issued in terms of the Act. The contractor shall ensure compliance with these specifications and if requested by the employer, shall prove compliance at his own cost.

3.8. Pre-qualifying Criteria

- 3.8.1. Bidders must submit a valid CIDB Grading of minimum 3GB.
- 3.8.2. Bidders should provide full details and contactable references of at least 3 projects of similar size and nature that were successfully completed during the past 5 years. Failure to provide such information will invalidate his/her offer.
- 3.8.3. contactable references submitted must be comparable or exceed the monitoring value of your bid submitted.

3.9. Pricing Schedule

- 3.9.1. The pricing as provided in the tender document will be regarded as the official pricing and must be completed as in the tender document.
- 3.9.2. Failure to quote on all listed items will invalidate your offer.
- 3.9.3. Stellenbosch Municipality does not bind itself to accept the lowest bidder, or any tender.
- 3.9.4. Price will contribute 80 points, B-BBEE status level of contribution = 10 points and Locality Total = 10points. The price and B-BBEE contribution points =100



4. GENERAL

1. Completion period: 12 weeks
2. CIDB Grading 3GB.

5. SPECIFICATIONS/BOQ

See attached documents

7. BILL OF QUANTITIES / PRICING SCHEDULE

See Below **PART C – BILL OF QUANTITIES** that has to be populated by the prospective bidder in black ink.

The electronic BOQ (Excel spreadsheet) must be requested from piet@mokgaga.com populated and **must** be submitted to the following e-mail addresses, Garth.Abrahams@stellenbosch.gov.za and piet@mokgaga.com before the closing date and time or must accompany the tender document (on a memory stick). The memory stick will not be returned to Tenderers.

IF ANY DISCREPANCIES OCCUR BETWEEN THE ELECTRONIC AND HANDWRITTEN BOQ THE HANDWRITTEN BOQ SHALL TAKE PRECEDENCE.



16. PRE-QUALIFICATION SCORE SHEET

8. MINIMUM REQUIREMENTS

- 8.1 Prospective bidders **must** have a CIDB status of 3GB or higher.
- 8.2 Bidders should provide full details and contactable references of at least 3 projects of **similar size and nature** that were successfully completed during the past 5 years. Failure to provide such information **will** invalidate his/her offer.

SIGNATURE (Bidder)		FOR OFFICE USE ONLY:	
CAPACITY		Evaluated by	
NAME OF FIRM		Signature:	
NAME (PRINT)		Designation:	
DATE		Date:	



17. SCHEDULE OF PLANT AND EQUIPMENT

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

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

Attach additional pages if more space is required.

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

Attach additional pages if more space is required.

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)			
SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			


18. SCHEDULE OF SUBCONTRACTORS

I/we the tenderer, notify the Stellenbosch Municipality that it is our intention to employ the following Subcontractors for work in this contract.

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 Engineer.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



19. SCHEDULE OF WORK EXPERIENCE OF THE TENDERER – CURRENT CONTRACTS

CURRENT CONTRACTS						
EMPLOYER (Name, Tel, Fax, Email)		Contact Person (Name, Tel, Fax, Email)		NATURE OF WORK	VALUE OF WORK (INCL. VAT)	DATE COMPLETED
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
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Attach additional pages if more space is required.

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)				
SIGNATURE		NAME (PRINT)		
CAPACITY		DATE		
NAME OF FIRM				



20. SCHEDULE OF WORK EXPERIENCE OF THE TENDERER – COMPLETED CONTRACTS

The following is a statement of similar work successfully executed by myself / ourselves:

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

Attach additional pages if more space is required.

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



21. CERTIFICATE OF REGISTRATION WITH CIDB

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			



22. 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: 104/23**
- 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:	(Insert name and address of organisation)	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:		
For the Employer:	Stellenbosch Municipality, Plein Street, Stellenbosch	
Name of witness:		Date:
Signature of witness:		



23. 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.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



24. 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 fulfillment of all obligations and conditions devolving in me / us under this agreement as the principal liable for the due fulfillment 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	



PART C – BILL OF QUANTITIES

SECTION No 1: PRELIMINARIES AND GENERAL					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<p><u>SECTION 1 - PRELIMINARIES</u></p> <p><u>BILL NO 1</u></p> <p><u>PRELIMINARIES</u></p> <p><u>BUILDING AGREEMENT AND PRELIMINARIES</u></p> <p>The JBCC Principal Building Agreement (Edition 6.2 - May 2018) prepared by the Joint Building Contracts Committee shall be the applicable building agreement, amended as hereinafter described</p> <p>The JBCC Principal Building Agreement contract data form an integral part of this agreement</p> <p>The JBCC General Preliminaries (May 2018) published by the Joint Building Contracts Committee for use with the JBCC Principal Building Agreement (Edition 6.2 - May 2018) shall be deemed to be incorporated in these bills of quantities, amended as hereinafter described</p> <p>The contractor is deemed to have referred to the above mentioned documents for the full intent and meaning of each clause</p> <p>The clauses in the above mentioned documents are hereinafter referred to by clause number and heading only</p> <p>Where any item is not relevant to this agreement such item is marked N/A signifying "not applicable"</p> <p>Where standard clauses or alternatives are not entirely applicable to this agreement such amendments, modifications, corrections or supplements as will apply are given under each relevant clause heading and such amendments, modifications, corrections or supplements shall take precedence notwithstanding anything to the contrary contained in the above mentioned documents</p> <p><u>PREAMBLES FOR TRADES</u></p> <p>The General Preambles for Trades 2017 published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in these bills of quantities and no claims arising from brevity of description of items fully described in the said General Preambles will be entertained</p> <p>Supplementary preambles and/or specifications are incorporated in these bills of quantities to satisfy the requirements of this project. Such supplementary preambles and/or specifications shall take precedence over the provisions of the General Preambles</p> <p>The contractor's prices for all items throughout these bills of quantities shall take account of and include where applicable for all of the obligations, requirements and specifications given in the General Preambles and in any supplementary preambles and/or specifications</p>				
TOTAL CARRIED FORWARD					

SECTION No 1: PRELIMINARIES AND GENERAL					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
TOTAL BROUGHT FORWARD					
	<p><u>STRUCTURE OF THIS PRELIMINARIES BILL</u></p> <p>Section A: A recital of the headings of the individual clauses in the aforementioned JBCC Principal Building Agreement</p> <p>Section B: A recital of the headings of the individual clauses in the aforementioned JBCC General Preliminaries</p> <p>Section C: Any special clauses to meet the particular circumstances of the project</p> <p><u>PRICING OF PRELIMINARIES</u></p> <p>Should the contractor select Option A in the contract data for the adjustment of preliminaries, the amounts entered against the relevant items in these preliminaries are to be divided into one or more of the three categories provided namely fixed (F), value related (V) and time related (T)</p> <p><u>SECTION A: PRINCIPAL BUILDING AGREEMENT</u></p> <p>Interpretation (A1-A7)</p> <p>1 Clause 1.0 - Definitions and interpretation Pricing of bills of quantities</p> <p>The contractor is to allow opposite each item for all costs in connection therewith. All prices to include, unless otherwise stated, for all materials, fabrication, conveyance and delivery, unloading, storing, unpacking, hoisting, labour, setting, fitting and fixing in position, cutting and waste (except where to be measured in accordance with the standard system of measurement), patterns, models and templates, plant, temporary works, returning of packaging, duties, taxes (other than Value Added Tax), imposts, establishment charges, overheads, profit and all other obligations arising out of this agreement. Value Added Tax (VAT) is to be separately stated on the summary page of these bills of quantities. Items left unpriced will be deemed to be covered in prices against other items throughout these bills of quantities and no claim for any extras arising out of the contractor's omission to price any item will be entertained</p> <p>3 Prices for all construction equipment, temporary works, services and other items shall include for the supply, maintenance, operating cost and subsequent removal and making good as necessary</p> <p>4 Abbreviated descriptions The items in these bills of quantities utilise abbreviated descriptions. It is the intention that the abbreviated descriptions be fully described when read with the applicable measuring system and the relevant preambles and/or specifications. However, should the full intent and meaning of any description not be clear, the contractor shall, before submission of his tender, call for a written directive from the Principal Agent, failing which it shall be assumed that the contractor has allowed in his pricing for materials and workmanship in terms of international best practice</p>				
TOTAL CARRIED FORWARD					

SECTION No 1: PRELIMINARIES AND GENERAL					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
TOTAL BROUGHT FORWARD					
	Legal status of contractor If the contractor constitutes a joint venture, consortium or other unincorporated grouping of two or more persons then: 1. These persons are deemed to be jointly and severally liable to the employer for the performance of this agreement 2. These persons shall notify the employer of their leader who has assigned authority to bind the contractor and each of these persons 3. The contractor shall not alter its composition or legal status without the prior written consent of the employer F:..... V:..... T:.....	Item	1		
5	Clause 2.0 - Law, regulations and notices F:..... V:..... T:.....	Item	1		
6	Clause 3.0 - Offer and acceptance F:..... V:..... T:.....	Item	1		
7	Clause 4.0 - Cession and assignment F:..... V:..... T:.....	Item	1		
8	Clause 5.0 - Documents F:..... V:..... T:.....	Item	1		
9	Clause 6.0 - Employer's agents F:..... V:..... T:.....	Item	1		
10	Clause 7.0 - Design responsibility F:..... V:..... T:.....	Item	1		
	Insurances and securities (A8-A11)				
11	Clause 8.0 - Works risk F:..... V:..... T:.....	Item	1		
12	Clause 9.0 - Indemnities F:..... V:..... T:.....	Item	1		
13	Clause 10.0 - Insurances F:..... V:..... T:.....	Item	1		
14	Clause 11.0 - Securities				
TOTAL CARRIED FORWARD					

SECTION No 1: PRELIMINARIES AND GENERAL					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
TOTAL BROUGHT FORWARD					
	<p>Guarantee for payment</p> <p>The Employer shall not provide to the contractor with a guarantee for payment. By virtue of the contractor submitting a tender offer, he is deemed to have waived his lien or right of continuing possession of the works [11.10]</p> <p>Sub-clause 11.10 has been amended to read as follows: "The contractor shall waive his lien or right of continuing possession of the works."</p> <p>Clause 11.0 has been amended to include the following new sub-clauses: Sub-clause 11.11 The guarantee provided by the contractor's Guarantor shall have an expiry date (if stated) no less than 3 months after the practical completion date and shall be extended accordingly should the practical completion date be extended. The cost for same shall be included on the contractor's tender price as no claims for additional cost shall be entertained</p> <p>Sub-clause 11.12 The contractor is required to provide the Employer with a variable construction guarantee with twenty-one (21) calendar days of acceptance of the contractor's tender</p> <p>Sub-clause 11.13 Extension of waiver of lien The contractor shall ensure that a waiver of lien is included in all subcontracts and that the works executed on the site are kept free of all liens and other encumbrances at all times</p> <p>F:..... V:..... T:.....</p> <p>Execution (A12 - A17)</p>				
15	<p>Clause 12.0 - Obligations of the parties</p> <p>Sub-clause 12.2.6 has been amended to include the following: The programme for the works must be prepared and issued in Microsoft Project Programming Software. The contractor shall include a float of 15 working days within the contract period for project delays such as, but not limited to adverse weather conditions, etc., in the programme. Such provisions shall initially be included at the end of the contract period or proportionally allocate at the end of each section for contracts with sectional completion, and shall be monitored by the contractor and agreed with the Principal Agent as and when such delays takes place and shall be recorded in the programme based on actual stoppages when incurred. Revision of the date for Practical Completion shall only be considered once the 15 working days has been fully utilised</p>	Item	1		
TOTAL CARRIED FORWARD					

SECTION No 1: PRELIMINARIES AND GENERAL					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
TOTAL BROUGHT FORWARD					
	<p>Sub-clause 12.2.10 has been amended to include the following: The contractor shall be required to maintain, in addition to the approved programme, a comprehensive fortnightly bar-chart programme expanded to reflect anticipated daily activities for the ensuing fourteen (14) days</p> <p>Sub-clause 12.2.18 has been amended to include the following: Office accommodation The contractor shall provide, maintain and remove on practical completion air conditioned office accommodation with suitable tables and chairs for meetings to be held on the site. Such offices shall be kept clean and fit for use at all times [12.2.18] The contractor's site camp shall be equipped with Wi-Fi internet connection which shall be utilised by the contractor's staff, the client and members of professional team</p> <p>Notice board The contractor shall erect in a position approved by the principal agent, maintain and remove on practical completion a notice board recommended by the South African Institute of Architects and as approved by the Principal Agent listing the names and logos of the Employer, the contractor and the professional consultants. No subcontractor or supplier notice boards may be erected unless permission is granted by the principal agent for such notice boards to be erected [12.2.18]</p> <p>F:..... V:..... T:.....</p>	Item	1		
16	<p>Clause 13.0 - Setting out</p> <p>F:..... V:..... T:.....</p>	Item	1		
17	<p>Clause 14.0 - Nominated subcontractors</p> <p>F:..... V:..... T:.....</p>	Item	1		
18	<p>Clause 15.0 - Selected subcontractors</p> <p>F:..... V:..... T:.....</p>	Item	1		
19	<p>Clause 16.0 - Direct contractors Attendance on direct contractors In respect of direct contractors the contractor shall:</p> <p>1. Designate an area for the direct contractor to establish a temporary office and workshop and storage of equipment and materials</p> <p>2. Allow the use of personnel welfare facilities, where provided</p> <p>3. Provide water, lighting and single phase electric power to a position within 50m of the place where the direct contract work is to be carried out, other than fuel or power for commissioning of any installation</p>				
TOTAL CARRIED FORWARD					

SECTION No 1: PRELIMINARIES AND GENERAL					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
TOTAL BROUGHT FORWARD					
	4. Permit the direct contractor to use erected scaffolding, hoisting facilities, etc provided by the contractor, in common with others having the like right, while it remains erected on the site [16.1]				
	F:..... V:..... T:.....	Item	1		
20	Clause 17.0 - Contract instructions				
	F:..... V:..... T:.....	Item	1		
	Completion (A18 - A24)				
21	Clause 18.0 - Interim completion				
	F:..... V:..... T:.....	Item	1		
TOTAL CARRIED FORWARD					

SECTION No 1: PRELIMINARIES AND GENERAL					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
TOTAL BROUGHT FORWARD					
22	<p>Clause 19.0 - Practical completion</p> <p>Practical Completion In respect of practical completion: 1. The following certificates of compliance, as applicable shall be required (excluding others that may be required by the local/national authority, etc.) from the contractor to achieve practical completion 1.1 Certificates from the contractor that all aspects of the Construction Regulations of 2014 have been complied with 1.2 Certificates from the contractor that the National Building Regulations have been complied with 1.3 Certificates of compliance with respect to plumbing and drainage installations 1.4 Certificates of compliance with respect to electrical and electronic installations 1.5 Certificates of compliance with respect to all glazing 1.6 Certificates of compliance with respect to structural and civil engineering 1.7 Certificates of compliance with respect to roof installation 1.8 Certificates of compliance with respect to mechanical installation 1.9 Certificate of compliance and fire clearance certificate from the contractor and fire chief respectively 1.10 Any other compliance documentation deemed necessary as instructed by the Principal Agent 1.11 Three complete sets of approved maintenance and operating manuals together with all workmanship and material warranties and guarantees (to be compiled and issued to the Principal Agent prior to achievement of practical completion for approval) and three complete copies of documents in electronic format</p> <p>2. In order to achieve practical completion of the works and without deviating from the generality of the term practical completion, the contractor shall, as a minimum comply with the following basic criteria, as applicable. These criteria should not be regarded as comprehensive but as an expansion of the term practical completion 2.1 Electrical installation is to be completed and fully commissioned permanent power and lighting inclusive of all telephone and data installations 2.2 Plumbing installation it to be complete, commissioned permanent water supply and drainage tested. Pipe work to be pressured tested 2.3 HVAC system installation shall be complete and fully commissioned (except for final adjustments and cooling performance recoding / temperature logging), commissioning reports submitted to the consulting engineer for review and major commissioning defects resolved 2.4 All field controllers, network controllers and network fully commissioned operator terminal installed, graphics loaded and all monitoring points operational on the operator terminal. (Customisation of the BMS time schedules, alarm routing and using the BMS to detect and report faults on other services shall be completed prior to works completion) 2.5 Sprinklers and fire-fighting equipment completed, commissioned tested and operational 3. Health and Safety file</p> <p>Clause 19.0 has been amended to include the following new sub-clauses: Sub-clause 19.2.3 The contractor shall within five (5) calendar days of receipt of the list for practical completion issue a program indicating dates for completion for all listed items</p>				
TOTAL CARRIED FORWARD					

SECTION No 1: PRELIMINARIES AND GENERAL					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
TOTAL BROUGHT FORWARD					
	Sub-clause 19.2.4 In the event that such inspection does not result in the work being accepted as Practically complete then the costs of such inspection and subsequent inspections shall be for the account of the contractor, at a rate of Ten Thousand Rand (R10 000.00) per man hour or part thereof, calculated by multiplying the total of the number of Employer's agents and Employer's staff present at each abortive practical completion inspection meeting, i.e. Where practical completion is not achieved, by the time taken for such an inspection until practical completion is achieved. In this regard, the Employer reserves the right to recover such costs in addition to any other remedies it may have in accordance with Clause 27				
	F:..... V:..... T:.....	Item	1		
23	Clause 20.0 - Completion in sections				
24	F:..... V:..... T:.....	N/A			
25	Clause 21.0 - Defects liability period and final completion				
	Clause 21.0 has been amended to include the following new sub-clauses: Sub-clause 21.13 In the event that the certificate of Final Completion is not issued due to the contracto's work not being sufficiently complete then the costs of such inspection and subsequent inspections shall be for the account of the contractor, at a rate of Ten Thousand Rand (R10 000.00) per man hour or part thereof, calculated by multiplying the total of the number of Employer's agents and Employer's staff present at each abortive final completion inspection meeting, i.e. Where final completion is not achieved in terms of 21.6, by the time taken for such an inspection until final completion is achieved. In this regard, the Employer reserves the right to recover such costs in accordance with Clause 27				
26					
27	Sub-clause 21.14 Notwithstanding [21.2], where the contractor fails to rectify/attend to outstanding works or defects on the list for completion, list for final completion or latent defects that appear before the issue of certificate of final completion and where the contractor remains in default, the Employer may engage others to carry out said outstanding works or defects and recover expense and/or loss incurred [27]				
	F:..... V:..... T:.....	Item	1		
28	Clause 22.0 - Latent defects liability period				
	F:..... V:..... T:.....	Item	1		
29	Clause 23.0 - Revision of the date for practical completion Sub-clause 23.1 has been amended to include the following new sub-clause: Sub-clause 23.1.7 Delayed possession of site [12.1.5]				
TOTAL CARRIED FORWARD					

SECTION No 1: PRELIMINARIES AND GENERAL					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
TOTAL BROUGHT FORWARD					
	Sub-clause 23.2 has been amended to omit the following sub-clause: Sub-clause 23.2.1 Delayed possession of the site [12.1.5]				
	Clause 23.0 has been amended to include the following new sub-clauses: Sub-clause 23.9 Notwithstanding, sub-clause(s) 23.1 to 23.8 a revision to the practical completion date will only be considered for work on the critical path of the contractual programme or the revised contractual programme, as applicable Any revised programme, in order to be considered as a contractual programme, must be approved by the Principal Agent in writing, prior to it becoming effective				
	F:..... V:..... T:.....	Item	1		
30	Clause 24.0 - Penalty for late or non-completion				
	F:..... V:..... T:.....	Item	1		
	Payment (A25 - A27)				
31	Clause 25.0 - Payment				
TOTAL CARRIED FORWARD					

SECTION No 1: PRELIMINARIES AND GENERAL					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
TOTAL BROUGHT FORWARD					
32	<p>Sub-clause 25.1 has been amended to include the following: The contractor shall submit the following information on a monthly basis to the Principal Agent and Quantity Surveyor in order to assist with the processing of the payment certificate and the preparation of the empowerment report: B7A detailed breakdown of the work done. (The work breakdown must be referenced strictly in accordance with the Tender Document or the detailed Priced Bills of Quantities, as applicable.) B7A detailed breakdown of all variation order costs claimed (With specific reference to work done by the Principal Building Contractor) n the certificate concerned, together with copies of the relevant contract instructions B7A detailed breakdown of the work done by each sub-contractor. (The work breakdown must be referenced strictly in accordance with the Tender Document or the detailed Priced Bills of Quantities, as applicable.) B7A detailed breakdown of all variation order costs claimed in the certificate concerned for sub-contract work, together with copies of the relevant contract instructions B7A written declaration authenticated by the contracts manager confirming, that the payment claims for work done by sub-contractors has been audited and amended by the contractorb's quantity surveyor, prior to it being forwarded to the Principal Agent and Quantity Surveyor for evaluation B7 if applicable,</p> <p>a combined empowerment report which shall include reports on contractor and sub-contractor compliance, in accordance with the format required by the empowerment manager. In this regard, the combined, contractor and sub-contractor empowerment report must contain an affidavit certifying that all information contained the report as being true and correct and must be authenticated by the contractor and a commissioner of oaths. The combined reports must also state that the contractor has checked and verified that all information submitted by sub-contractors is true and correct B7Tax invoice: the contractor shall attach a tax invoice as prescribed in the Value Added Tax Legislation to each payment certificate when presenting the certificate to the employer for payment. Such tax invoices shall correctly reflect the prescribed information and the amounts shall match precisely the amounts included in the payment certificate. Should the contractor fail to comply with these requirements, the date of presentation of the certificate shall be deemed to be delayed at the contractorb's default until such time as the requirements are met Should anyone or any combination of the above requirements not be complied with, the Principal Agent reserves the right to exclude any amounts that may have been due for certification from the payment certificate concerned and/ or delay the issue of payment certificates and/ or, revise the contractual payment date, as applicable, until such time compliance is achieved</p>				
33	<p>Sub-clause 25.4 has been amended to include the following: Where the Employer agrees to pay for materials on/off site, the contractor shall be required to provide the Principal Agent with the necessary forms for cession of ownership for such materials, with the necessary delivery notes and invoices (where applicable)</p>				
TOTAL CARRIED FORWARD					

SECTION No 1: PRELIMINARIES AND GENERAL					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
TOTAL BROUGHT FORWARD					
	Sub-clause 25.10 has been amended as follows: Replace the words bfourteen (14) calendar daysb with bforty (40) calendar daysb F:..... V:.....T:.....	Item	1		
34	Clause 26.0 - Adjustment of the contract value and final account				
35	Sub-clause 26.1 has been amended to include the following: Contract Instructions Instructions given by the Employer's agents in relation to the contract works, shall, irrespective of the format or wording of such instructions, not indicate that the work involved represents an extra or variation and shall not be deemed to be acceptance of any prices or quotations contained in any correspondence It is recorded that only the quantity surveyor where appointed by the employer for quantity surveying services is empowered, to rule whether any instructions issued constitutes an extra or not and, to resolve cost aspects of any matter pertaining to this contract F:..... V:.....T:.....	Item	1		
36	Clause 27.0 - Recovery of expense and/or loss F:..... V:.....T:.....	Item	1		
Suspension and termination (A28 - A29)					
37	Clause 28.0 - Suspension by the contractor F:..... V:.....T:.....	Item	1		
38	Clause 29.0 - Termination F:..... V:.....T:.....	Item	1		
Dispute resolution (A30)					
39	Clause 30.0 - Dispute resolution F:..... V:.....T:.....	Item	1		
40	Agreement The required information of the parties and the amount of the contract sum shall be inserted in the agreement for signature of the agreement by the parties F:..... V:.....T:.....	Item	1		
41	Contract data Tenderer's selections Before submission of his Tender the contractor is to complete the Tenderer's selections in the contract data F:..... V:.....T:.....	Item	1		
TOTAL CARRIED FORWARD					

SECTION No 1: PRELIMINARIES AND GENERAL					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
TOTAL BROUGHT FORWARD					
	SECTION B: GENERAL PRELIMINARIES				
	Definitions and interpretation (B1)				
42	Clause 1.1 - Definitions F:..... V:..... T:.....	Item	1		
43	Clause 1.2 - Interpretation F:..... V:..... T:.....	Item	1		
	Documents (B2)				
44	Clause 2.1 - Checking of documents Sub-clause 2.1 refers and the following is to be added after the words written directive: The items in these Bills of Quantities are to be read and priced in conjunction with, and the descriptions regarded as amplified by the General Preambles for Trades 2017 as recommended and published by the Association of South African Quantity Surveyors, 2017 edition, and no claim arising from brevity of description of items fully described in the said General Preambles for Trades 2017 and Supplementary documentation will be entertained. Notwithstanding the issue of the tender drawings, it will remain the responsibility of the Tenderer to study all available drawings at the offices of the Principal Agent during normal working hours in order to acquaint himself with all the cost implications of the design, programming, phasing, etc F:..... V:..... T:.....	Item	1		
45	Clause 2.2 - Provisional bills of quantities F:..... V:..... T:.....	Item	1		
46	Clause 2.3 - Availability of construction information F:..... V:..... T:.....	Item	1		
47	Clause 2.4 - Ordering of materials and goods F:..... V:..... T:.....	Item	1		
	Previous work and adjoining properties (B3)				
48	Clause 3.1 - Previous work - dimensional accuracy F:..... V:..... T:.....	Item	1		
49	Clause 3.2 - Previous work - defects F:..... V:..... T:.....	Item	1		
TOTAL CARRIED FORWARD					

SECTION No 1: PRELIMINARIES AND GENERAL					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
TOTAL BROUGHT FORWARD					
50	Clause 3.3 - Inspection of adjoining properties F:..... V:..... T:..... The site (B4)	Item	1		
51	Clause 4.1 - Handover of site in stages F:..... V:..... T:.....	Item	1		
52	Clause 4.2 - Enclosure of the works F:..... V:..... T:.....	N/A	1		
53	Clause 4.3 - Geotechnical and other investigations F:..... V:..... T:.....	Item	1		
54	Clause 4.4 - Encroachments F:..... V:..... T:.....	Item	1		
55	Clause 4.5 - Existing premises occupied F:..... V:..... T:.....	Item	1		
56	Clause 4.6 - Services - known The contractor shall consult the Principal Agent before disconnecting any services. The contractor shall take special care not to damage any existing services that could have been foreseen or what have been shown to him by the Principal Agent. Damage to this services shall be for the contractor's account F:..... V:..... T:..... Management of contract (B5)	Item	1		
57	Clause 5.1 - Management of the works F:..... V:..... T:.....	Item	1		
58	Clause 5.2 - Progress meetings F:..... V:..... T:.....	Item	1		
59	Clause 5.3 - Technical meetings F:..... V:..... T:.....	Item	1		
TOTAL CARRIED FORWARD					

SECTION No 1: PRELIMINARIES AND GENERAL					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
TOTAL BROUGHT FORWARD					
60	<p>Clause 5 has been amended to include the following new sub-clause: Sub-clause 5.4 - Daily records The contractor shall keep daily records of people and equipment employed as well as a site diary in respect of work performed on the site At the end of each week the contractor shall provide the Principal Agent with a written record, in schedule form, reflecting the number and description of tradesmen and labourers employed by him and all sub-contractors on the works each day At the end of each week the contractor shall provide the Principal Agent with a written record, in schedule form, reflecting the number, type and capacity of all plant, excluding hand tools, currently used on the works</p> <p>F:..... V:..... T:.....</p> <p>Samples, shop drawings and manufacturer's instructions (B6)</p> <p>Clause 6.1 - Samples of materials All material samples and colour samples must be submitted to the Principal Agent for selections and approval of the colour, shape and finish including mechanical, electrical and plumbing equipment that will be visible. The samples shall be provided in A4 size unless otherwise agreed. General samples shall be provided for Principal Agent/Employer to choose from each type of finish The Principal Agent/Employer may reject all or part of the submitted samples and request for additional selections if the first submission are not acceptable All samples must be kept in a sample room to be provided by the contractor for reference Sample Board: The contractor shall provide a board(s) of approved samples and make available one set at the site (sample room) and one for the Employer</p> <p>F:..... V:..... T:.....</p>	Item	1		
61	<p>Clause 6.1 - Samples of materials All material samples and colour samples must be submitted to the Principal Agent for selections and approval of the colour, shape and finish including mechanical, electrical and plumbing equipment that will be visible. The samples shall be provided in A4 size unless otherwise agreed. General samples shall be provided for Principal Agent/Employer to choose from each type of finish The Principal Agent/Employer may reject all or part of the submitted samples and request for additional selections if the first submission are not acceptable All samples must be kept in a sample room to be provided by the contractor for reference Sample Board: The contractor shall provide a board(s) of approved samples and make available one set at the site (sample room) and one for the Employer</p> <p>F:..... V:..... T:.....</p>	Item	1		
62	<p>Clause 6.2 - Workmanship samples Sub-clause 6.2 has been amended to include the following: The contractor shall provide a mock-up of all finished surfaces prior to commencement of the relevant work. The contractor shall only be permitted to commence with the relevant scope of work, on approval of the mock-up by the Principal Agent or its designated representative</p> <p>F:..... V:..... T:.....</p>	Item	1		
TOTAL CARRIED FORWARD					

SECTION No 1: PRELIMINARIES AND GENERAL					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
TOTAL BROUGHT FORWARD					
63	Clause 6.3 - Shop drawings				
64	Sub-clause 6.3 refers and the following is to be added after the words 'and/or approval' Shop drawings shall be submitted to the principal agents for approval at least ten (10) working days weeks prior to the date on which such approval is required in order to comply with the programme All submissions shall be prepared in accordance with the contract drawings and specifications and/or any Principal Agents instructions and any deviation shall be specifically highlighted in writing, with a detailed explanation of the reason for such deviation, together with any cost and/or time implications. Delays in approval of shop drawings due to non compliance with drawings, specifications and/or Principal Agent's instruction shall not constitute grounds for any claims for delay, extension of time and the like The contractor shall be responsible for ensuring that all dimensions affecting shop drawings conform to the dimensions of built work Should the contractor, sub-contractor, supplier or manufacturer be of the opinion that corrections to shop drawings made by the Principal Agent, constitute a change to the scope of work, then he shall immediately advise the Principal Agent in writing of this, together with the cost and/or programme implications thereof, in order to obtain the Principal Agent's directive				
65	Sub-clause 6.3.1 has been amended as follows: Replace the words btwo (2) copiesb with bfour (4) copiesb under bullet point number 6				
	F:..... V:.....T:.....	Item	1		
66	Clause 6.4 - Compliance with manufacturer's instructions				
	F:..... V:.....T:.....	Item	1		
	Deposits and fees (B7)				
67	Clause 7.1 - Deposits and fees				
	F:..... V:.....T:.....	Item	1		
	Temporary services (B8)				
68	Clause 8.1 - Water				
	F:..... V:.....T:.....	Item	1		
69	Clause 8.2 - Electricity				
	F:..... V:.....T:.....	Item	1		
70	Clause 8.3 - Ablution and welfare facilities				
	F:..... V:.....T:.....	Item	1		
TOTAL CARRIED FORWARD					

SECTION No 1: PRELIMINARIES AND GENERAL					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
TOTAL BROUGHT FORWARD					
71	Clause 8.4 - Communication facilities F:..... V:..... T:..... Prime cost amounts (B9)	Item	1		
72	Clause 9.1 - Responsibility for prime cost amounts F:..... V:..... T:..... Attendance on subcontractors (B10)	Item	1		
73	Clause 10.1 - General attendance F:..... V:..... T:.....	Item	1		
74	Clause 10.2 - Special attendance Sub-clause 10.2 has been amended to include the following: The Tenderer shall examine all drawings and information pertaining to the works as a whole and shall provide all necessary special attendance resources required for the due and proper execution and completion of all sub-contract works F:..... V:..... T:..... General (B11)	Item	1		
75	Clause 11.1 - Protection of the works F:..... V:..... T:.....	Item	1		
76	Clause 11.2 - Protection/isolation of existing works and works occupied in sections F:..... V:..... T:.....	Item	1		
77	Clause 11.3 - Security of the works F:..... V:..... T:.....	Item	1		
78	Clause 11.4 - Notice before covering work F:..... V:..... T:.....	Item	1		
79	Clause 11.5 - Disturbance F:..... V:..... T:.....	Item	1		
80	Clause 11.6 - Environmental disturbance F:..... V:..... T:.....	Item	1		
TOTAL CARRIED FORWARD					

SECTION No 1: PRELIMINARIES AND GENERAL					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
TOTAL BROUGHT FORWARD					
81	Clause 11.7 - Works cleaning and clearing Disposal of Waste Material, etc. The contractor shall provide appropriate equipment (such as chutes, if required), etc., for the rapid removal of waste material, etc., at points as agreed with the Principal Agent in writing. In addition, the contractor is to provide for adequate waste skips for the disposal of such material to be located in positions as advised by the Principal Agent in writing The contractor shall ensue that there is a maximum of a twenty four (24) hour turn-around time for the removal of all full waste skips from site. The contractor further acknowledges that the Employer reserves the right to appoint others to remove waste material and waste skips from site, should the contractor fail to meet the twenty four (24) hour turn-around time and that such costs shall be deducted from amounts due to the contractor F:..... V:..... T:.....	Item	1		
82	Clause 11.8 - Vermin F:..... V:..... T:.....	Item	1		
83	Clause 11.9 - Overhand work F:..... V:..... T:.....	Item	1		
84	Clause 11.10 - Tenant installations F:..... V:..... T:.....	N/A	1		
85	Clause 11.11 - Advertising F:..... V:..... T:.....	Item	1		
TOTAL CARRIED FORWARD					

SECTION No 1: PRELIMINARIES AND GENERAL					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
TOTAL BROUGHT FORWARD					
	SECTION C: SPECIFIC PRELIMINARIES				
86	<p>Health and Safety Without limiting the generality of the provisions of clause 2.0, the contractor's attention is drawn to the provisions of the Construction Regulations issued in terms of the Occupational Health and Safety Act, 1993 as amended. It is specifically stated that the employer shall prepare a documented health and safety specification for the works (annexed to these bills of quantities) and that the Employer shall ensure that the contractor has made provision for the cost of health and safety measures during the execution of the works. The contractor shall price opposite this item for compliance with the act and the regulations and the provisions of the aforementioned health and safety specification [2.1] The contractor shall:</p> <p>1. Comply with the health and safety specification for the works 2. Prepare and agree with the health and safety consultant the health and safety plan for the works 3. Cooperate with the health and safety consultant in all respects 4. Manage the compliance of all subcontractors with the regulations and with the health and safety plan and specification 5. Conform to the conditions contained in the Employer's health and safety specification 6. The contractor shall price section D of the preliminaries and allow opposite each item for all costs associated in connection with the health and safety specification F:..... V:..... T:.....</p>	Item	1		
87	<p>As Built Drawings The contractor shall accurately record the details of the electrical, mechanical, security, fire installation, water reticulation details, construction breaks, etc., on drawings and issue same to the Principal Agent and the relevant agent for record purposes F:..... V:..... T:.....</p>	N/A	1		
88	<p>Personal Protective Equipment The contractor shall provide and keep on site an adequate supply of clean safety helmets and reflective vests for the use of all professional personnel and all authorised visitors F:..... V:..... T:.....</p>	Item	1		
89	<p>Site Access for and Management of Direct Contracts The contractor shall allow direct contractors appointed by the Employer to access the site to execute work which does not form part of the Principal Building Agreement, concurrently with that of its (the principal building contractor), work. In this regard, the contractor shall provide any necessary assistance (e.g. ensuring placement of material orders, monitoring the manufacturing process, monitoring of raw materials availability, programming of works, etc.), to the principal agent in respect of management of any direct contracts. In this regard, is shall be deemed that all allowances have been made in the contract amount to ensure compliance with this clause F:..... V:..... T:.....</p>	Item	1		
90	<p>Precontract Engagement Contractors shall be engaged prior to issuance of site possession to facilitate all necessary precontract work which shall include the construction work permit application, procurement of specialist sub-contractors, finalisation of contract and any design coordination between the contractor and the professional team. Contractors will be required to make the necessary allowances for such work during this period as no claims for additional preliminaries will be entertained F:..... V:..... T:.....</p>	Item	1		
TOTAL CARRIED FORWARD					

SECTION No 1: PRELIMINARIES AND GENERAL					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
TOTAL BROUGHT FORWARD					
91	Community Liaison Officer (CLO) Allow a value of R NIL (R NIL per month) for a salary of a CLO inclusive of a cell phone and laptop allowance.	N/A			
Contract Provisions					
92	Tender Data Schedule F:..... V:.....T:.....	Item	1		
93	General Conditions of Contract F:..... V:.....T:.....	Item	1		
94	Special Conditions of Contract F:..... V:.....T:.....	Item	1		
95	Contract Data F:..... V:.....T:.....	Item	1		
SUMMARY OF CATEGORIES					
Category : Fixed R:..... Category : Value R:..... Category : Time R:.....					
TOTAL CARRIED FORWARD TO SECTION SUMMARY					

SECTION No 2: BUILDING ALTERATIONS					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<p><u>SECTION No 2</u></p> <p><u>BILL No 1</u></p> <p><u>ALTERATIONS</u></p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>Removal of demolition work</u></p> <p>Demolition work shall be deemed to include for the loading of demolished work onto trucks and dumped at approved dumping site</p> <p><u>View site</u></p> <p>Before submitting his tender the contractor shall visit the site and satisfy himself as to the nature and extent of the work to be done and the value of the materials contained in the buildings or portions of the buildings to be demolished. No claim for any variations of the contract sum in respect of the nature and extent of the work or of inferior or damaged materials will be entertained</p> <p><u>Explosives</u></p> <p>No explosives whatsoever may be used for demolition purposes unless otherwise stated</p> <p><u>General</u></p> <p>The contractor shall carry out the whole of the works with as little mess and noise as possible and with a minimum of disturbance to adjoining premises and their tenants. He shall provide proper protection and provide, erect and remove when directed, any temporary tarpaulins that may be necessary during the progress of the works, all to the satisfaction of the principal agent</p> <p>Water supply pipes and other piping that may be encountered and found necessary to disconnect or cut, shall be effectually stopped off or grubbed up and removed, and any new connections that may be necessary shall be made with proper fittings, to the satisfaction of the principal agent</p>				
TOTAL CARRIED FORWARD					

SECTION No 2: BUILDING ALTERATIONS					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<p><u>SECTION No 2</u> <u>BILL No 1</u> <u>ALTERATIONS</u></p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>General</u></p> <p>Doors, fanlights, fittings, frames, linings, etc which are to be re-used shall be thoroughly overhauled before refixing including taking off, easing and rehangng, cramping up, re-wedging as required and making good cramps, dowels, etc, and easing, oiling, adjusting and repairing ironmongery as necessary, replacing any glass damaged in removal or subsequently and stopping up all nail and screw holes with tinted plastic wood to match timber, unless otherwise described. Re-painting or re-varnishing is given separately</p> <p>Prices for taking out of doors, windows, etc shall include for removal of all beads, architraves, ironmongery, etc</p> <p>Prices for taking out and removing doors and frames shall include for removing door stops, cabin hooks, etc and making good floor and wall finishes to match existing</p> <p>With regard to building up of openings in existing walls, cement screeds and pavings, granolithic, tops of walls, etc, shall be levelled and prepared for raising of brickwork</p> <p>Making good of finishes shall include making good of the brick and concrete surfaces onto which the new finishes are applied, where necessary</p> <p>The contractor will be required to take all dimensions affecting the existing buildings on the site and he will be held solely responsible for the accuracy of all such dimensions where used in the manufacture of new items (doors, windows, fittings, etc)</p> <p><u>Hazardous materials:</u></p> <p>Demolitions of buildings, services, external works, site services etc are to include for the safe removal and disposal of asbestos or asbestos products or other hazardous materials by approved specialists</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>Removal of demolition work</u></p> <p>Demolition work shall be deemed to include for the loading of demolished work onto trucks and dumped at approved dumping site</p>				
TOTAL CARRIED FORWARD					

SECTION No 2: BUILDING ALTERATIONS					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>SECTION No 2</u> <u>BILL No 1</u> <u>ALTERATIONS</u> <u>REMOVAL OF EXISTING WORK</u> <u>Hacking up/off and removing granolithic, screeds, plaster, etc from concrete or brickwork and preparing surfaces for new screed, plaster, tile finishes, etc</u>				
1	Plaster from walls, columns and beams	m2	150.00		
	<u>Hacking up/off and removing Remove existing waterproofing and prepare surface to receive new plaster, paintwork, waterproofing etc.</u>				
2	On Walls	m2	21.93		
	<u>Taking down and removing roofs, floors, panelling, ceilings, partitions, etc and prepare for new</u>				
3	To uplift damaged pine flooring 21 x 102mm	m2	263.00		
4	Remove Gable Flashing 1000mm girth	m	62.03		
5	Remove damaged sections of Roof Sheeting and prepare for new	m2	239.40		
	<u>Taking out and Setting aside Plumbing and Drainage, etc, for re-use and later refixing in similar new position</u>				
6	uPVC gutters, rainwater pipes and fittings	m	52.50		
TOTAL CARRIED FORWARD					

SECTION No 2: BUILDING ALTERATIONS					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
TOTAL BROUGHT FORWARD					
	<u>PREPARATORY WORK TO EXISTING SURFACES</u>				
	<u>External Works</u>				
7	Apply FUNGI WASH to all areas experiencing the FUNGI growth and allow to dry	m2	813.17		
8	By means of a high pressure water wash (Only Use Grey Water) remove all inadequately adhering paintwork, dirt, grime, dust and or other surface contamination.	m2	1583.17		
9	Repair wall cracks with Paintsmiths CEMENTITIOUS PLASTER REPAIR (or similar approved).	m	300.00		
10	Wire brush Rust off of exposed Reinforcement to Concrete Beams, Columns, Slabs etc. and apply 1 coat of PERMOCRETE 1K PRIMER (or similar approved) in accordance with the manufactures instructions	m2	20.00		
	<u>Repair the damaged concrete using PERMOCRETE Structural Mortar Repair in accordance with the manufactures instructions.</u>				
11	20mm thick on concrete walls, beams, columns, etc.	m2	63.00		
12	Remove cracked and deteriorated window putty and Re-putty window frames (Allow 7 to 10 days drying time before painting).	m	510.66		
13	Remove Rust from window frames using Paintsmiths Rust Neutralizer (or similar approved)	m2	311.87		
14	Repair cracks around window reveals and sills with Paintsmiths XTERPLAST (or similar approved) to match finish of the walls	m	510.66		
	<u>Open 10mm around window Frame and Apply Paintsmiths POLYURETHANE Joint Sealant (or similar approved) between the window frames and the plaster work (allow to cure for 72 Hours before over coating).</u>				
15	10mm Joint	m	510.66		
TOTAL CARRIED FORWARD TO SECTION SUMMARY					

2: BUILDING ALTERATIONS					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BILL No 2 <u>WATERPROOFING</u> <u>SUPPLEMENTARY PREAMBLES</u> <u>Waterproofing</u> Waterproofing of roofs, basements, etc shall be laid under a ten year guarantee. Waterproofing to roofs shall be laid to even falls to outlets etc with necessary ridges, hips and valleys. Descriptions of sheet or membrane waterproofing shall be deemed to include additional labour to turn-ups and turn-downs <u>DAMP-PROOFING OF WALLS AND FLOORS</u> <u>Repair Cracks and apply Sikafloor® Garage (or similar approved), a 2-part, epoxy, water based, coloured, floor coating that can provide a seamless, low maintenance, for normal -medium wear conditions. Internal and external use. Application According to Manufacturers Specifications</u>				
1	On Previously Painted or Concrete surfaces (stadium seating)	m2	770.00		
TOTAL CARRIED FORWARD TO SECTION SUMMARY					

2: BUILDING ALTERATIONS					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>BILL No 3</u> <u>ROOF COVERINGS</u> <u>PROFILED METAL SHEETING AND ACCESSORIES</u> <u>0.50mm Thick "Safintra Saflok 700" profile AZ150 spelter G550 double interlocking concealed fixe roof sheeting with pre-finished COLORPLUS finish on one side fixed to timber purlins with approved SL 700 clips, Fixtite or Safintra approved wafer head self-tapping fasteners, saddle washers, stainless steel bonded washers, grommets, including side lap stitching, overlaps, isolation strip between purlin and sheeting, accessories with pre-finished COLORPLUS finish on one side or similar approved (Colour and sheeting to match existing)</u>				
1	Roof covering with pitch not exceeding 25 degrees	m2	239.40		
2	1000 mm Girth Gable roof capping, bent one time and nothed on site to suit roof profile	m	26.55		
3	Headwall Flashing, average 540mm girth bent three times	m	36.55		
TOTAL CARRIED FORWARD TO SECTION SUMMARY					

SECTION No 2: BUILDING ALTERATIONS					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<p><u>BILL No 4</u> <u>CARPENTRY AND JOINERY</u></p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>Particle board:</u></p> <p>Particle board shall comply with the following specifications:</p> <p>a) SABS 1300 Particle board: exterior and flooring type</p> <p>b) SABS 1301 Particle board: interior type</p> <p><u>Joinery:</u></p> <p>Descriptions of frames shall be deemed to include frames, transomes, mullions, rails, etc</p> <p>Descriptions of hardwood joinery shall be deemed to include pelleting of bolt holes</p> <p><u>Fixing</u></p> <p>Items described as "nailed" shall be deemed to be fixed with hardened steel nails or shot pins to brickwork or concrete</p> <p><u>SKIRTINGS</u></p> <p><u>Wrought softwood</u></p>				
1	<p>13 x 67mm Wrought meranti</p> <p><u>FLOORS ETC</u></p> <p><u>Sawn softwood</u></p>	m	111.80		
2	<p>Flooring of 21mm tongued and grooved pine boarding in 102mm widths</p>	m2	263.00		
TOTAL CARRIED FORWARD TO SECTION SUMMARY					

SECTION No 2: BUILDING ALTERATIONS					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>BILL No 5</u> <u>PLASTERING</u> <u>EXTERNAL PLASTER</u> <u>13mm Cement plaster woodfloated on brickwork</u>				
1	On walls in patches	m2	150.00		
TOTAL CARRIED FORWARD TO SECTION SUMMARY					

SECTION No 2: BUILDING ALTERATIONS					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<p><u>BILL No 6</u> <u>PLUMBING AND DRAINAGE</u> <u>(PROVISIONAL)</u> <u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>Concrete pipes:</u> Pipes shall be jointed with ogee joints with rubber collars or socket and spigot joints with rubber rings</p> <p><u>uPVC pipes and fittings:</u> Soil, waste and vent pipes and fittings shall be solvent weld jointed</p> <p><u>uPVC pressure pipes and fittings:</u> Pipes of 50mm diameter and greater shall have sockets and spigots with push in type integral rubber ring joints. Bends shall be uPVC and all other fittings shall be cast iron, all with similar push-in type joints</p> <p><u>Exposed concrete surfaces</u> Exposed surfaces of concrete stormwater channels, cover slabs, inspection eye marker slabs, gulley tops, cleaning eye tops, catchpits, inspection chambers, etc shall be finished smooth with plaster</p> <p><u>Excavations</u> No claim for rock excavation will be entertained unless the contractor has timeously notified the quantity surveyor thereof prior to backfilling</p> <p><u>Laying, backfilling, bedding, etc. of pipes</u> Pipes shall be laid and bedded and trenches shall be carefully backfilled in accordance with manufacturers' instructions</p> <p>Where no manufacturers' instructions exist pipes shall be laid in accordance with clauses 5.1 and 5.2 of each of the following:</p> <p><u>RAINWATER DISPOSAL</u> <u>Previously set aside uPVC gutters and rainwater pipes</u></p>				
1	50mm Diameter rainwater pipes and Fittings	m	26.00		
2	150mm Half-round roof gutters	m	26.50		
3	Extra over gutter for stopped end and bend	No.	16		
4	Extra over rainwater pipe for outlet	No.	4		
TOTAL CARRIED FORWARD TO SECTION SUMMARY					

2: BUILDING ALTERATIONS					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>BILL No 7</u> <u>GLAZING</u> <u>GLAZING TO STEEL WITH PUTTY</u> <u>4mm Clear Float Glass</u>				
1	Panes exceeding 0,1m2 and not exceeding 1m2	m2	2		
	<u>4mm Obscured Glass</u>				
2	Panes exceeding 0,1m2 and not exceeding 1m2	m2	2		
TOTAL CARRIED FORWARD TO SECTION SUMMARY					

SECTION No 2: BUILDING ALTERATIONS					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>BILL No 8</u> <u>PAINTWORK</u> <u>PREPARATORY WORK TO EXISTING WORK</u> <u>Previously painted plastered surfaces</u> Surfaces shall be thoroughly washed down (pressure wash if necessary) and allowed to dry completely before any paint is applied. Blistered or peeling paint shall be completely removed and cracks shall be opened, filled with a suitable filler and finished smooth <u>Previously painted metal surfaces</u> Surfaces shall be thoroughly rubbed and cleaned down. Blistered or peeling paint shall be completely removed down to bare metal <u>Previously painted wood surfaces</u> Surfaces shall be thoroughly cleaned down. Blistered or peeling paint shall be completely removed and cracks and crevices shall be primed, filled with suitable filler and finished smooth <u>PAINTWORK ETC TO PREVIOUSLY PAINTED WORK</u> <u>ON FLOATED PLASTER AND CONCRETE SURFACES</u> <u>Prepare and apply one coat of Midas Alkali Resistant Masonary Primer</u> 1 On External Walls m2 813.17 <u>Prepare and apply two coats of Midas Midafelt 220 Acrylic Emulsion</u> 2 On External Walls m2 813.17 3 On Beams, Columns etc. m2 63.00 <u>ON METAL SURFACES</u> <u>Prepare and apply one coat of Paintsmiths Metal Etch Primer</u> 4 On Window Frames m2 623.74 <u>Prepare and apply two coats of Midas Midaflow Gloss Enamel</u> 5 On Window Frames m2 623.74				
TOTAL CARRIED FORWARD					

SECTION No 2: BUILDING ALTERATIONS					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
TOTAL BROUGHT FORWARD					
	<u>PAINTWORK ETC TO PREVIOUSLY PAINTED WORK</u>				
	<u>ON WOOD SURFACES</u>				
	<u>Sand Down and apply Two coats Plascon Woodcare varnish</u>				
6	On door frames	m2	17.33		
7	On doors	m2	31.50		
	<u>PAINTWORK ETC TO NEW WORK</u>				
	<u>ON WOOD SURFACES</u>				
	<u>Sand Down and apply Three coats Plascon Woodcare varnish</u>				
8	Skirtings	m	111.80		
	<u>Sand Down and apply Three coats of polyurathane</u>				
9	Pine Flooring	m2	263.00		
	<u>ON FLOATED PLASTER AND CONCRETE SURFACES</u>				
	<u>Prepare and apply one coat of Midas Alkali Resistant Masonary Primer</u>				
10	On External Walls	m2	150.00		
TOTAL CARRIED FORWARD TO SECTION SUMMARY					

Mokgaga and Associates (Pty) Ltd

Mokgaga and Associates (Pty) Ltd

SECTION No	DESCRIPTION	FINAL SUMMARY AMOUNT
	<u>FINAL SUMMARY</u>	
1	Preliminaries and General	
2	Building Alterations	
3	Provisional Sums	
	Sub Total	
	ADD: 10% CONTINGENCIES ON BUILDING ALTERATIONS	
	Sub Total	
	ADD: VAT @ 15%	
	TOTAL CARRIED FORWARD TO TENDER FORM OF OFFER AND ACCEPTANCE	

**PART D – OCCUPATIONAL HEALTH AND SAFETY
DOCUMENTATION**

OCCUPATIONAL HEALTH AND SAFETY

IN

**CONSTRUCTION PROJECTS, REPAIRS,
RENOVATIONS & MAINTENANCE**

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1. PREAMBLE

In terms of Construction Regulation 4(1)(a) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and 5(1) construction regulation of 2014, the Department of Public Works, as the Client and/or its Agent on its behalf, shall be responsible to prepare Health & Safety Specifications for any intended construction project and provide any Principal Contractor who is making a bid or appointed to perform construction work for the Client and/or its Agent on its behalf with the same.

The Client's further duties are as described in The Act and the Regulations made there-under. The Principal Contractor shall be responsible for the Health & Safety Policy for the site in terms of Section 7 of the Act and in line with Construction Regulation 5 as well as the Health and Safety Plan for the project.

This 'Health and Safety Specifications' document is governed by the "Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), hereinafter referred to as 'The Act'.

Notwithstanding this, cognizance should be taken of the fact that no single Act or its set of Regulations can be read in isolation. Furthermore, although the definition of Health and Safety Specifications stipulates 'a documented specification of all health and safety requirements pertaining to associated works on a construction site, so as to ensure the health and safety of persons', it is required that the entire scope of the Labour legislation, including the Basic Conditions of Employment Act be considered as part of the legal compliance system. With reference to this specification document this requirement is limited to all health, safety and environmental issues pertaining to the site of the project as referred to here-in. Despite the foregoing it is reiterated that environmental management shall receive due attention.

Due to the wide scope and definition of construction work, every construction activity and site will be different, and circumstances and conditions may change even on a daily basis. Therefore, due caution is to be taken by the Principal Contractor when drafting the Health and Safety Plan based on these Health and Safety Specifications. Prior to drafting the Health and Safety Plan, and in consideration of the information contained here-in, the contractor shall set up a Risk Assessment Program to identify and determine the scope and details of any risk associated with any hazard at the construction site, in order to

identify the steps needed to be taken to remove, reduce or control such hazard. *This Risk Assessment and the steps identified will be the basis or point of departure for the Health and Safety Plan.* The Health and Safety Plan shall include documented 'Methods of Statement' (see definitions under Construction Regulations) detailing the key activities to be performed in order to reduce as far as practicable, the hazards identified in the Risk Assessment.

The Department of Public Works is tasked to provide accommodation and operational facilities to a very large proportion of the approximate 35 National Departments responsible for the governance of the Department of Public Works. A very large number of State employees and public users of the facilities and the services provided there-in directly interacts with the facilities provided by the well-being, health and safety of a great number of people. This Department thus has directly or indirectly, an impact on the Republic of South Africa as well as the National Parliament.

In this a high premium is to be placed on the health and safety of the most valuable assets of the Department of Public Works. These are its personnel, the personnel of its Clients and the physical assets of which it is the custodian and may also include the public as well. The responsibilities the Department and relevant stakeholders have toward its employees and other people present in the facilities or on the sites are captured further in this specification document. These responsibilities stem from both moral, civil and a variety of legal obligations. The Principal Contractor is to take due cognisance of the above statement.

Every effort has been made to ensure that this specification document is accurate and adequate in all respects. Should it however, contain any errors or omissions they may not be considered as grounds for claims under the contract for additional reimbursement or extension of time, or relieve the Principal Contractor from his responsibilities and accountability in respect of the project to which this specification document pertains. Any such inaccuracies, inconsistencies and/or inadequacies must immediately be brought to the attention of the Agent and/or Client.

2. SCOPE OF HEALTH AND SAFETY SPECIFICATION DOCUMENT

These Specifications should be read in conjunction with the Act, the Construction Regulations and all other Regulations and Safety Standards which were or will be promulgated under the Act or incorporated into the Act and be in force or come into force during the effective duration of the project. The stipulations in this specification, as well as those contained in all other documentation pertaining to the project, including contract documentation and technical specifications shall not be interpreted, in any way whatsoever, to countermand or nullify any stipulation of the Act, Regulations and Safety Standards which are promulgated under, or incorporated into the Act.

3. PURPOSE

The Department is obligated to implement measures to ensure the health and safety of all people and properties affected under its custodianship or contractual commitments, and is further obligated to monitor that these measures are structured and applied according to the requirements of these Health and Safety Specifications.

The purpose of this specification document is to provide the relevant Principal Contractor (and his /her contractor) with any information other than the standard conditions pertaining to construction sites which might affect the health and safety of persons at work and the health and safety of persons in connection with the use of plant and machinery; and to protect persons other than persons at work against hazards to health and safety arising out of or in connection with the activities of persons at work during the carrying out of construction work for the Department of Public Works. The Principal Contractor (and his /her contractor) is to be briefed on the significant health and safety aspects of the project and to be provided with information and requirements on inter alia:

- a) Safety considerations affecting the site of the project and its environment;
- b) Health and safety aspects of the associated structures and equipment;
- c) submissions on health and safety matters required from the Principal Contractor (and his /her contractor); and
- d) the Principal Contractor's (and his /her contractor) health & safety plan.

To serve to ensure that the Principal Contractor (and his /her contractor) is fully aware of what is expected from him/her with regard to the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and the Regulations made there-under including the applicable safety standards, and in particular in terms of Section 6,7 and 8 of the construction regulation (2014).

To inform the Principal Contractor that the Occupational Health and Safety Act, 1993 (Act 85 of 1993) in its entirety shall apply to the contract to which this specification document applies. The Construction Regulations promulgated on 07 February 2014.

4. DEFINITIONS - The most important definitions in the Act and Regulations pertaining to this specification document are hereby extracted.

“Purpose of the Act” – To provide for the health and safety of persons at work and the health and safety of persons in connection with the use of plant and machinery; the protection of persons other than persons at work against hazards to health and safety arising out of or in connection with the activities of persons at work; to establish an advisory council for occupational health and safety; and to provide for matters connected therewith.

“Health & Safety Specification” – means a document that includes information required under the construction regulation and obtained from the clients & designers during the early planning & design stage for a specific project on a specific site for use by the contractors when preparing their tenders or bids to clients.

“Health & Safety Plan” – means a document which is site specific and includes all identified hazards, safe work procedures to mitigate, reduce & control the hazards identified in a project;

“Agent” – means any person who acts as a representative for a client;

“Client” – means any person for whom construction work is performed;

“ Construction Health & Safety Agent (SACPCMP)” – The person or entity appointed by the client through the Agent and who has a full authority and obligation to act on the clients behalf in terms of the construction regulations;

“Construction Work” is defined as any work in connection with –

- (a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;
- (b) the installation, erection, dismantling or maintenance of a fixed plant where such work includes the risk of a person falling;
- (c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or
- (d) the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work;

“Contractor” – means an employer, as defined in Section 1 of the Act, who performs construction work and includes Principal Contractors;

“Contract Amount” Financial value of the contract at the time of the award of the contract, exclusive of all allowance and any value added tax or sales tax which the law requires the employer to pay to the contractor.

“Practical Completion Certificates” A certificates issued in terms of a contract by the employer, signifying that the whole of the construction works have reached a state of readiness for occupation or use for the purposes intended, although some minor work may be outstanding.

“Accident” – means unplanned occurrence that happens due to the unsafe condition and may cause injury to a person, damage to the property, material, plant, equipment and the environment;

“Hazard” – means anything including work activities and practices with the potential to cause harm;

“Risk” – means the likelihood that harm will occur and the subsequent consequences.

“Risk assessment” – means a process to determine any risk associated with any hazard at a construction site in order to identify the steps needed to be taken to mitigate, reduce or control such hazards.

Health and Safety File” – means a file, or other record in permanent form, containing the information required a contemplated in the regulations;

5. OCCUPATIONAL HEALTH & SAFETY MANAGEMENT

5.1 Structure and Organization of OH&S Responsibilities

5.1.1. *Overall Supervision and Responsibility for OH&S*

- a) The Client and/or its Agent on its behalf to ensure that the Principal Contractor, appointed in terms of Construction Regulation 4(1)(c), implements and maintains the agreed and approved H&S Plan. Failure on the part of the Client or Agent to comply with this requirement will not relieve the Principal Contractor from any one or more of his/her duties under the Act and Regulations.
- b) The Chief Executive Officer of the Principal Contractor in terms of Section 16 (1) of the Act to ensure that the Employer (as defined in the Act) complies with the Act. The pro forma Legal Compliance Audit may be used for this purpose by the Principal Contractor or his/her appointed contractor.

- c) All OH&S Act (85 /1993), Section 16 (2) appointee/s as detailed in his/her/their respective appointment forms to regularly, in writing, report to their principals on matters of health and safety per routine and ad hoc inspections and on any deviations as soon as observed, regardless of whether the observation was made during any routine or ad hoc inspection and to ensure that the reports are made available to the principal Contractor to become part of site records (Health & Safety File).
- d) The Construction Supervisor and Assistant Construction Supervisor/s appointed in terms of Construction Regulation 6 to regularly, in writing, report to their principals on matters of health and safety per routine and ad hoc inspections and on any deviations as soon as observed, regardless of whether the observation was made during any routine or ad hoc inspection and to ensure that the reports are made available to the principal Contractor to become part of site records (Health & Safety File).
- e) All Health and Safety Representatives (SHE-Reps) shall act and report as per Section 18 of the Act.

5.12 Required appointments as per the Construction Regulations:-

Item	Regulation	Appointment	Responsible Person
1.	3.	Application Construction work permit	Client
2.	5(1)(k)	Principal contractor for each phase or project	Client
3.	5(6)	Construction Health & Safety Agent	Client
4.	7.(1)(c)	Contractor	Principal Contractor
5.	7(3)	Contractor	Contractor
6.	8(1)	Construction manager	Contractor
7.	8(2)	Assistance Construction manager	Contractor
8.	6(1)	Construction supervisor	Contractor
9.	6(2)	Construction supervisor sub-ordinates	Contractor
10.	8(5)	Construction Safety Officer	Contractor
11.	8(8)	Responsible employee	

12.	9(1)	Person to carry out risk assessment	Contractor
13.	10(1)	Fall protection planner	Contractor
14.	12(1)	Temporal work designer	
15.	12(2)	Supervisor of temporal work operation	
16.	13(1)	Excavation supervisor	Contractor
17.	13(2)(k)	Competent person in the use of explosive for excavations	Contractor
18.	14(11)	Explosives expert	Contractor
19.	14(1)	Supervisor demolition work	Contractor
20.	14(2)	Scaffold supervisor	Contractor
21.	16(1)	Suspended platform supervisor	Contractor
22.	18(1)a	Rope access	Contractor
23.	19(8)(a)	Material hoist inspector	Contractor
24.	20(1)	Bulk mixing plant supervisor	Contractor
25.	21(2)	Explosive actuated fastening device inspector	Contractor
26.	21(2)(g)	Explosive actuated fastening device cartridge, nails and studs: issuer & collector	Contractor
27.	23 (1)	Operator : construction vehicle and mobile plant	Contractor
28.	28 (a)	Stacking and storage supervisor	Contractor
29.	29 (h)	Fire equipment inspector	Contractor

5.2 ***Communication, Participation & Consultation***

5.2.1 Occupational Health & Safety matters/issues shall be communicated between the Employer, the Principal Contractor, the other Contractors, the Designer and other concerned parties shall be through the H&S Committee or other means determined by the client.

5.2.2 In addition to the above, communication may be directly to the Client or his appointed Agent, verbally or in writing, as and when the need arises.

5.2.3 Consultation with the workforce on OH&S matters will be through their Supervisors and H&S Representatives ('SHE – Reps')

5.2.4 The Principal Contractor will be responsible for the dissemination of all relevant OH&S information to the other Contractors e.g. design changes agreed with the Client and/or its Agent on its behalf and the Designer, instructions by the Client and/or his/her agent, exchange of information between Contractors, the reporting of hazardous/dangerous conditions/situations etc.

6. INTERPRETATION

- a) The Occupational Health and Safety Act and all its Regulations, with the exception of the Construction Regulations, distinguish between the roles, responsibilities and functions of employers and employees respectively. It views consultants and contractors as employees of the “owner” of a construction or operational project, the “owner” being regarded as the employer.
- b) (The position taken by the Construction Regulations is that the “owner”, in terms of its instructions, operates (has to operate) in the role of client as per relevant definition. The contractors working for the “client” are seen to be in two categories, i.e. the Principal Contractor and Contractors.
- c) The Principal Contractor has to take full responsibility for the health and safety on the site of the relevant project / contract. This includes monitoring health and safety conditions and overseeing administrative measures required by the Construction Regulations from all contractors on the project site.

7. RESPONSIBILITIES

7.1 Client

- a) The Client or his appointed Agent on his behalf will appoint each Principal Contractor for this project or phase/section of the project in writing for assuming the role of Principal Contractor as intended by the Construction Regulations.

- b) The Client or his appointed Agent on his behalf shall discuss and negotiate with the Principal Contractor the contents of the health and safety plan of the both Principal Contractor and Contractor for approval.
- c) The Client or his appointed Agent on his behalf will take reasonable steps to ensure that the health and safety plan of both the Principal Contractor and Contractor is implemented and maintained. The steps taken will include periodic audits at intervals of at least once every month.
- d) The Client or his appointed Agent on his behalf, will prevent the Principal Contractor and/or the Contractor from commencing or continuing with construction work should the Principal Contractor and/or the Contractor at any stage in the execution of the works be found to:
- have failed to have complied with any of the administrative measures required by the Construction Regulations in preparation for the construction project or any physical preparations necessary in terms of the Act;
 - have failed to implement or maintain their health and safety plan;
 - have executed construction work which is not in accordance with their health and safety plan; or
 - act in any way which may pose a threat to the health and safety of any person(s) present on the site of the works or in its vicinity, irrespective of him/them being employed or legitimately on the site of the works or in its vicinity.

7.2 Principal Contractor

- a) The Principal Contractor shall accept the appointment under the terms and Conditions of Contract. The Principal Contractor shall sign and agree to those terms and conditions and shall, before commencing work, notify the Department of Labour of the intended construction. Annexure 2 of this construction regulation contains a “Notification of Construction Work” form. The Principal Contractor shall submit the notification in writing prior to commencement of work and inform the Client or his Agent accordingly.

- b) The Principal Contractor shall ensure that he is fully conversant with the requirements of this Specification and all relevant health and safety legislation.
- c) The Principal Contractor will in no manner or means be absolved from the responsibility to comply with all applicable sections of the Act, the Construction Regulations or any Regulations proclaimed under the Act or which may perceivable be applicable to this contract.
- d) The Principal Contractor shall provide and demonstrate to the Client a suitable and sufficiently documented health and safety plan based on this Specification, the Act and the Construction Regulations, which shall be applied from the date of commencement of and for the duration of execution of the works. This plan shall, as appendices, include the health and safety plans of all Sub-contractors for which he has to take responsibility in terms of this contract.
- e) The Principal Contractor shall provide proof of his registration and good standing with the Compensation Fund or with a licensed compensation insurer prior to commencement with the works.
- f) The Potential Principal Contractor shall, in submitting his tender, demonstrate that he has made provision for the cost of compliance with the specified health and safety requirements, the Act and Construction Regulations. (Note: This shall have to be contained in the conditions of tender upon which a tenderer's offer is based.)
- g) The Principal Contractor shall consistently demonstrate his competence and the adequacy of his resources to perform the duties imposed on the Principal Contractor in terms of this Specification, the Act and the Construction Regulations.
- h) The Principal Contractor shall ensure that a copy of his health and safety plan is available on site and is presented upon request to the Client, an Inspector, Employee or Sub-contractor.

- i) The Principal Contractor shall ensure that a health and safety file, which shall include all documentation required in terms of the provisions of this Specification, the Act and the Construction Regulations, is opened and kept on site and made available to the Client or Inspector upon request. Upon completion of the works, the Principal Contractor shall hand over a consolidated health and safety file to the Client.
- j) The Principal Contractor shall, throughout execution of the contract, ensure that all conditions imposed on his Sub-contractors in terms of the Act and the Construction Regulations are complied with as if they were the Principal Contractor.
- k) The Principal Contractor shall from time to time evaluate the relevance of the Health and Safety Plan and revise the same as required, following which revised plan shall be submitted to the Client and/or his/her Agent for approval.

7.3 Contractor

The contractor must demonstrate to the Principal Contractor that he has the Necessary competencies and resources to perform the construction work safely.

7.4 Responsibilities of **Construction Health & Safety Agent (SACPCMP)**

The construction Health & Safety Agent act as a link between the client, Principal Contractor and the project team members with respect to health & Safety, They are Required to ensure that the client carry out its H&S responsibilities in terms of Legislation as well as to co-ordinate and ensure good H&S practices are maintained Throughout the duration of the project. In many cases this role starts from project Initiation to project close-out

- a) H&S competence: In the event that the client is unable to satisfy the requirements of the Construction Regulations for whatever reasons, the construction H&S agent may be appointed to perform these functions on behalf of the client. Given the need to appoint a registered construction H&S agent that is competent and adequately resourced with respect to H&S matters.

- b) H&S goals: It is important that the construction H&S agents demonstrate clearly to clients how they are going to contribute to the achievement of any client H&S goals and objectives. They should also set their own H&S goals.
- c) H&S responsibilities: Prior to accepting the H&S agent appointment from clients, H&S agents need to ensure that they brief clients fully on the client's particular responsibilities in terms of the OH&SA of 1993 and Construction Regulations as amended from time to time. In the absence of acceptance by clients of these responsibilities, H&S agents will not be able to adequately meet their own H&S responsibilities and duties.
- d) H&S information: H&S agents must provide the designer or design team with all H&S information to enable them to conduct a design HIRA to identify the significant hazards that need to be included in the H&S specification. This information may be gathered from multiple sources such as, for example, discussion with the client, previous historical use of the site or facility, previous surveys and investigations and past H&S files.

8. SCOPE OF WORK

These specifications are applicable to the specific scope of work pertaining to the above-mentioned project as detailed in the tender documents, this amongst all includes for example:

- a) Construction, erecting, alteration, renovations, refurbishment, repairs, demolishing or dismantling of building and structures.
 - Site clearance
 - Site hoarding, demarcation and demolition works
 - excavations, filling, compaction, evening surface
 - Piling (by drilling, excavating,)
 - Temporal works
- b) Construction, erecting, alteration, renovations, refurbishment, repairs, demolishing or dismantling of any bridge, dam, canal, road, railway, runaway, sewer, or water reticulation system or any civil engineering structure or type of work
- c) Construction of a new two storied Administration building.

- Preparation of site by leveling, compaction etc.
- Excavations for parking areas/services

9. PREPARING A HEALTH & SAFETY PLAN

- (a) The level of detail required for a H&S plan will depend on how complex the workplace is (in particular, the number of contractors at the workplace at any one time) and the risks involved in the work. The plan must be easily accessible in a construction site and it must be clearly understood by management, supervisors & workers on construction site.
- (b) The plan must be implemented, maintained and kept up to date during the construction of the project.
- (c) The principal contractor should prepare a H&S plan that includes
- project information;
 - client requirements for H&S management on the project;
 - Environmental restrictions and existing on-site risks arrangements, imposed by others or developed by the principal contractor, to control significant site H&S risks; H&S file & project H&S review.
- (d) The H&S plan should include the following information:
- details of the client, that is the person commissioning the construction work, for example their name, representative and contact details;
 - details of the principal contractor;
 - details of the construction project, for example address of the workplace, anticipated start and end date and a brief description of the type of construction work that the H&S plan will cover;
 - details on how subcontractors will be managed and monitored, including how the principal contractor intends to implement and ensure compliance with the H&S plan such as checking on the performance of subcontractors and how non-compliance will be handled; and
 - details on how the risks associated with falls, falling objects, moving plant, electrical work and all high risk construction work that will take place on a construction project will be managed.
- (e) The H&S plan should also include information on:
- the provision and maintenance of a hazardous chemicals register, safety data sheets and hazardous chemicals storage;
 - the safe use and storage of plant;
 - the development of a construction project traffic management plan;
 - obtaining and providing essential services information – electrical, gas, telecom, water and similar services;

- workplace security and public safety; and
- ensuring workers have appropriate licences and training to undertake the construction work.

(f) The H&S plan must contain:

- a general description of the type of work activities involved in the project and not just a description of the facility to be constructed;
- the project program or schedule details, including start and finish dates, showing principal activities;
- details of client, design team, principal contractor, subcontractors, and major suppliers; and
- extent and location of relevant existing records, surveys, site investigation and geotechnical reports, 'as-built' plans, H&S files.

10. HEALTH AND SAFETY FILE

- The H&S file is a document prepared by the principal contractor containing important project H&S information for use by the owner of the completed structure after construction has been completed.
- The principal contractor is responsible for producing an H&S file. It contains important project H&S information for use by the owner of the completed structure after construction has been completed. It is essential that the process of compiling the file commences as early as possible to ensure sufficient time to gather the required information.
- The Principal Contractor must, in terms of Construction Regulation 7(7), keep a Health & Safety File on site at all times that must include all documentation required in terms of the Act and Regulations and must also include a list of all Contractors on site that are accountable to the Principal Contractor and the agreements between the parties and details of work being done. A more detailed list of documents and other legal requirements that must be kept in the Health & Safety File.
- The contractor must ensure that the client's format and layout of the H&S file is adhered to. The contractor must identify the responsible person that will prepare the H&S file and who will be responsible for the drafting of as-built drawings. The contractor must establish procedures:
- The Health and Safety File will remain the property of the Client and/or its Agent on its behalf throughout the period of the project and shall be consolidated and

handed over to the Client and/or its Agent on its behalf at the time of completion of the project.

11. OH&S GOALS AND OBJECTIVES AND ARRANGEMENTS FOR MONITORING AND REVIEWING OH&S PERFORMANCE

The Principal Contractor is required to maintain an acceptable disabling incident frequency rate (DIFR) and report on this to the Client and/or its Agent on its behalf on a monthly basis.

11.1 IDENTIFICATION OF HAZARDS AND DEVELOPMENT OF RISK ASSESSMENTS, STANDARD WORKING PROCEDURES (SWP) AND METHOD STATEMENTS

The Principal Contractor is required to develop Risk Assessments, Standard Working Procedures (SWP) and Method Statements for each activity executed in the contract or project.

The identification of hazards is over and above the hazards identification programme and those hazards identified during the drafting of the Health and Safety Plan.

11.1.1 Monthly Audit by Client and/or its Agent.

The Client and/or its Agent on its behalf will be conducting Periodic Audits at times agreed with the Principal Contractor Audit to comply with Construction Regulation 4(1)(d) to ensure that the principal Contractor has implemented, is adhering to and is maintaining the agreed and approved OH&S Plan.

- a) A representative of the Principal Contractor and the relevant Health and Safety Representative(s) (SHE-Reps) must accompany the Client and/or its Agent on its behalf on all Audits and Inspections and may conduct their own audit/inspection at the same time. Each party will, however, take responsibility for the results of his/her own audit/inspection results. The

Client and/or its Agent on its behalf may require to be handed a copy of the minutes of the previous Health and Safety Committee meeting reflecting possible recommendations made by that committee to the Employer for reference purposes.

11.1.2 Health & Safety incident/accident reporting & investigations

- a) The Principal Contractor shall report all incidents where an employee is injured on duty to the extent that he/she:
- i. dies
 - ii. becomes unconscious
 - iii. loses a limb or part of a limb
 - iv. is injured or becomes ill to such a degree that he/she is likely either to die or to suffer a permanent physical defect or likely to be unable for a period of at least 14 days either to work or continue with the activity for which he/she was usually employed

OR where:

- i. a major incident occurred
 - ii. the health or safety of any person was endangered
 - iii. where a dangerous substance was spilled
 - iv. the uncontrolled release of any substance under pressure took place
 - v. machinery or any part of machinery fractured or failed resulting in flying, falling or uncontrolled moving objects
 - vi. Machinery ran out of control, to the Provincial Director of the Department of Labour within seven days and at the same time to the Client and/or its Agent on its behalf.
- b) The Principal Contractor is required to provide the Client and/or its Agent on its behalf with copies of all statutory reports required in terms of the Act and the Regulations.

- c) The Principal Contractor is required to provide the Client and/or its Agent on its behalf with a monthly “SHE Risk Management Report”.
- d) The Principal Contractor is required to provide a.s.a.p. the Client and/or its Agent on its behalf with copies of all internal and external accident/incident investigation reports.
- The Principal Contractor is responsible to oversee the investigation of all accidents/incidents where employees and non-employees were injured to the extent that he/she/they had to receive first aid or be referred for medical treatment by a doctor, hospital or clinic. (General Administrative Regulation 9)
- (e) The results of the investigation to be entered into the Accident/Incident Register listed above. (General Administrative Regulation 9)
- (f) The Principal Contractor is responsible for the investigation of all non-injury incidents as described in Section 24 (1) (b) & (c) of the Act and keeping a record of the results of such investigations including the steps taken to prevent similar incidents in future.
- (g) The Principal Contractor is responsible for the investigation of all accidents relating to the construction site and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.
- (h) Notwithstanding the requirements of Section 24 of the Act, ALL incidents shall be investigated and reported on in writing, irrespective of whether such incident gave rise to injury or damage.
- Determine the underlying H&S deficiencies and other contributory factors
 - Identification of corrective/preventative actions and continual improvement
 - Communicating the outcome/results and documenting the events of the investigation.

(i) **Reporting Of Near-Misses**

- Department of Public Works views the reporting of near misses as a critical component in creating a positive health and safety awareness culture on site.
- Department of Public Works retains the right to enforce the reporting of near misses within 24 hours of occurrence.

12. Review

The Principal Contractor is to review the Hazard Identification, Risk Assessments and Standard Work Processes at each Production Planning and Progress Report meeting as the construction work develops and progresses and each time changes are made to the designs, plans and construction methods and processes.

The Principal Contractor must provide the Client and/or its Agent on its behalf, other Contractors and all other concerned parties with copies of any changes, alterations or amendments as contemplated in the above paragraph.

12.1 Site Rules and other Restrictions

a) *Site OH&S Rules*

The Principal Contractor must develop a set of site-specific OH&S rules that will be applied to regulate the Health and Safety Plan and associated aspects of the construction. When required for a site by law, visitors and non-employees upon entering the site shall be issued with the proper Personal Protective Equipment (PPE) as and when necessary.

b) *Security Arrangements*

The Principal Contractor must establish site access rules and implement and maintain these throughout the construction period. Access control must include the rule that non-employees shall at all times be provided with fulltime supervision while on site.

The Principal Contractor must develop a set of Security rules and procedures and maintain these throughout the construction period.

If not already tasked to the H&S Officer appointed in terms of Construction Regulation, the Principal Contractor must appoint a competent person who must develop contingency plans for any emergency that may arise on site as indicated by the risk assessments.

12.1.1 Appointment of Health & Safety Representatives

a) H&S Representatives('SHE – Reps')

Where the Principal Contractor employs more than 20 persons (including the employees of other Contractors (sub-contractors) he has to appoint one H&S Representatives for every 50 employees or part thereof. (Section 17 of the Act and General Administrative Regulation 6. & 7.)

H&S Representatives must be appointed in writing and the designation shall be in accordance with the Collective Agreement as concluded between the parties as is required in terms of General Administration Regulation 6.

12.1.2 Duties and Functions of the H&S Representatives

- The Principal Contractor must ensure that the designated H&S Representatives conduct at least a weekly inspection of their respective areas of responsibility using a checklist developed by a Principal Contractor.
- The report must be consolidated and submitted to the Health & Safety Committee.
- H&S Representatives must form part of the incident/accident investigating team.

12.1.3 Establishment of H&S Committee(s)

- The Principal Contractor must establish H&S Committees consisting of designated H&S Representatives together with a number of Employers Representatives appointed as per Section 19(3) that are not allowed to exceed the number of H&S Representatives on the committee.
- The persons nominated by the employer on a H&S Committee must be designated in writing for such period as may be determined by him. The H&S Committee shall co-opt advisory (temporary) members and determine the procedures of the meetings including the chairmanship.
- The H&S Committee must meet minimum monthly and consider, at least, an agreed Agenda for the first meeting. Thereafter the H&S Committee shall determine its own procedures.

12.1.4 Training & Awareness

The contents and syllabi of all training required by the Act and Regulations including any other related or relevant training as required must be included in the Principal Contractor's Health and Safety Plan and Health and Safety File.

a) *Training & Induction*

All employees performing work or task on site that potentially impact on H&S must be competent & have the necessary appropriate education, training & experience.

All the training must be closely aligned with the risk profile of the project; procedures must be put in place to ensure that all workers are aware of the consequences of their work activities & benefits of improved H&S performance.

All employees of the Principal and other Contractors must be in possession of proof of General Induction training

b) *Site Specific Induction Training*

All employees of the Principal and other Contractors must be in possession of Site Specific Occupational Health and Safety Induction or other qualifying training.

c) *Other Training*

All operators, drivers and users of construction vehicles, mobile plant and other equipment must be in possession of valid proof of training.

13. PROJECT/SITE SPECIFIC REQUIREMENTS

The following is a list of specific activities and considerations that have been identified for the project and site and for which Risk Assessments, Standard Working Procedures (SWP), management and control measures and Method Statements (where necessary) have to be developed by the Principal Contractor:

- a) Clearing & grabbing the area/site
- b) Site establishment
- c) Dealing with existing structures
- d) Location of existing services
- e) Boundary & Access control/Public liability exposures
- f) Protection against heat exhaustion, dehydration, wet & cold conditions
- g) Dealing with HIV & aids other related diseases
- h) Use of portable electrical & explosive tools
- i) Any Excavation work
- j) Any welding work
- k) Loading & offloading of trucks
- l) Driving & operations of Construction vehicles & mobile plant
- m) Temporal works and
- n) Construction work as defined in the construction regulation 2014

14. OUTLINED DATA, REFERENCES AND INFORMATION ON CERTAIN AND/OR SPECIFIC OBLIGATORY REQUIREMENTS TO ENSURE COMPLIANCE

Administrative & Legal Requirements

f) OHS Act Section/ g) Regulation	h) Subject	i) Requirements
Construction. Regulation	Notice of carrying out Construction work	<ul style="list-style-type: none"> Department of Labour notified Copy of Notice available on Site
General Admin. Regulation 4	Copy of OH&S Act (Act 85 of 1993)	<ul style="list-style-type: none"> Updated copy of Act & Regulations on site. Readily available for perusal by employees.
COID Act Section 80	Registration with Compensation Insurer.	<ul style="list-style-type: none"> Written proof of registration/Letter of good standing available on Site
Construction. Regulation 4 & 5(1)	d) H&S Specification & Programme	<ul style="list-style-type: none"> H&S Spec received from Client and/or its Agent on its behalf OH&S programme developed & Updated regularly
Section 8(2)(d) Construction. Regulation 7	e) Hazard Identification & Risk Assessment	<ul style="list-style-type: none"> Hazard Identification carried out/Recorded Risk Assessment and – Plan drawn up/Updated RA Plan available on Site Employees/Sub-Contractors informed/trained
Section 16(2)	Assigned duties (Managers)	<ul style="list-style-type: none"> Responsibility of complying with the OH&S Act assigned to other person/s by CEO.
Construction. Regulation 6(1)	Designation of Person Responsible on Site	<ul style="list-style-type: none"> Competent person appointed in writing as Construction Supervisor with job description
Construction. Regulation 6(2)	Designation of Assistant for above	<ul style="list-style-type: none"> Competent person appointed in writing as Assistant Construction Supervisor with job description
Section 17 & 18 General Administrative Regulations 6 & 7	Designation of Health & Safety Representatives	<ul style="list-style-type: none"> More than 20 employees - one H&S Representative, one additional H&S Rep. for each 50 employees or part thereof. Designation in writing, period and area of responsibility specified in

		terms of GAR 6 & 7 <ul style="list-style-type: none"> • Meaningful H&S Rep. reports. • Reports actioned by Management.
Section 19 & 20 General Administrative Regulations 5	Health & Safety Committee/s	<ul style="list-style-type: none"> • H&S Committee/s established. • All H&S Reps shall be members of H&S Committees • Additional members are appointed in writing. • Meetings held monthly, Minutes kept. • Actioned by Management.
Section 37(1) & (2)	Agreement with Mandatories/ (Sub-)Contractors	<ul style="list-style-type: none"> • Written agreement with (Sub-)Contractors • List of SubContractors displayed. • Proof of Registration with Compensation Insurer/Letter of Good Standing • Construction Supervisor designated • Written arrangements re. • H&S Reps & H&S Committee • Written arrangements re. First Aid
Section 24 & General Admin. Regulation 8 COID Act Sect.38, 39 & 41	Reporting of Incidents (Dept. of Labour)	<ul style="list-style-type: none"> • Incident Reporting Procedure displayed. • All incidents in terms of Sect. 24 reported to the Provincial Director, Department of Labour, within 3 days. (Annexure 1)(WCL 1 or 2) and to the Client and/or its Agent on its behalf • Cases of Occupational Disease Reported • Copies of Reports available on Site • Record of First Aid injuries kept
General Admin. Regulation 9	Investigation and Recording of Incidents	<ul style="list-style-type: none"> • All injuries which resulted in the person receiving medical treatment other than first aid, recorded and investigated by investigator designated in writing. • Copies of Reports (Annexure 1) available on Site • Tabled at H&S Committee meeting • Action taken by Site Management.
Construction. Regulation 8	Fall Prevention & Protection	<ul style="list-style-type: none"> • Competent person appointed to draw up the Fall Protection Plan • Proof of appointees competence available on Site • Risk Assessment carried out for work at heights • Fall Protection Plan drawn up/updated

Construction. Regulation Driven Machinery Regulations 18 & 19	f) Cranes & Lifting Machines Equipment	<ul style="list-style-type: none"> • Available on Site • Competent person appointed in writing to inspect Cranes, Lifting Machines & Equipment • Written Proof of Competence of above appointee available on Site. • Cranes & Lifting tackle identified/numbered • Register kept for Lifting Tackle • Log Book kept for each individual Crane • Inspection: - All cranes - daily by operator <ul style="list-style-type: none"> - Tower Crane/s - after erection/6monthly - Other cranes - annually by comp. person • - Lifting tackle(slings/ropes/chain slings etc.) - daily or before every new application
General Safety Regulation 8(1)(a)	Designation of Stacking & Storage Supervisor.	<ul style="list-style-type: none"> • Competent Person/s with specific knowledge and experience designated to supervise all Stacking & Storage • Written Proof of Competence of above appointee available on Site
Construction. Regulation Environmental Regulation 9	g) Designation of a Person to h) Co-ordinate Emergency Planning i) And Fire Protection	<ul style="list-style-type: none"> • Person/s with specific knowledge and experience designated to co-ordinate emergency contingency planning and execution and fire prevention measures • Emergency Evacuation Plan developed: • Drilled/Practiced • Plan & Records of Drills/Practices available on Site • Fire Risk Assessment carried out • All Fire Extinguishing Equipment identified and on register. • Inspected weekly. Inspection Register kept • Serviced annually
General Safety Regulation 3	First Aid	<ul style="list-style-type: none"> • Every workplace provided with sufficient number of First Aid boxes. (Required where 5 persons or more are employed) • First Aid freely available • Equipment as per the list in the OH&S Act. • One qualified First Aider appointed for every 50 employees. (Required where more than 10 persons are employed)

		<ul style="list-style-type: none"> • List of First Aid Officials and Certificates • Name of person/s in charge of First Aid box/es displayed. • Location of First Aid box/es clearly indicated. • Signs instructing employees to report all • Injuries/illness including first aid injuries
General Safety Regulation 2	Personal Safety Equipment (PSE)	<ul style="list-style-type: none"> • PSE Risk Assessment carried out • Items of PSE prescribed/use enforced • Records of Issue kept • Undertaking by Employee to use/wear PSE • PSE remain property of Employer, not to be removed from premises GSR 2(4)
General Safety Regulation 9	Inspection & Use of Welding/Flame Cutting Equipment	<ul style="list-style-type: none"> • Competent Person/s with specific knowledge and experience designated to Inspect Electric Arc, Gas Welding and Flame Cutting Equipment • Written Proof of Competence of above appointee available on Site • All new vessels checked for leaks, leaking vessels NOT taken into stock but returned to supplier immediately • Equipment identified/numbered and entered into a register • Equipment inspected weekly. Inspection Register kept • Separate, purpose made storage available for full and empty vessels
General Safety Regulation 13A	Inspection of Ladders	<ul style="list-style-type: none"> • Competent person appointed in writing to inspect Ladders • Ladders inspected at arrival on site and weekly thereafter. Inspections register kept • Application of the types of ladders (wooden, aluminium etc.) regulated by training and inspections and noted in register
General Safety regulation 13B	j) Ramps	<ul style="list-style-type: none"> • Competent person appointed in writing to supervise the erection & inspection of Ramps. Inspection register kept. • Daily inspected and noted in register

15. THE PRINCIPAL CONTRACTOR'S GENERAL DUTIES

- The Principal Contractor shall at all times ensure his status of an “employer” as referred to in the Act, and will abide by his/her responsibilities, duties and functions as per the requirements of the Act and Regulations with specific reference to Section 8 of the Act.
- The Principal Contractor shall keep, and on demand make available, a copy of the Act on site at all times and in addition to that he/she will introduce and maintain a file titled “Health and Safety File”, or other record in permanent form, which shall contain all relevant aspects and information as contemplated in the Construction Regulations. He/she will make this file available to the client or his representative whenever necessary or on request to an interested party.
- The project under control of the Principal Contractor shall be subject to periodic health and safety audits that will be conducted by the client at intervals agreed upon between the Principal Contractor and the client, provided such intervals will not exceed periods of one month.
- The Principal Contractor is to ensure that he/she and all persons under his control on the construction site shall adhere to the above specifications.
- The Principal Contractor should note that he/she shall be held liable for any anomalies including costs and resulting deficiencies due to delays caused by non-conformance and/or non-compliance to the above Health and Safety Specifications and the Health and Safety Plan based on these specifications.

16. THE PRINCIPAL CONTRACTOR'S SPECIFIC DUTIES

The Principal Contractor's specific duties in terms of these specifications are detailed in the Construction Regulations as published under government notice 07 August 2014, stipulated in Section 7.

17. THE PRINCIPAL CONTRACTOR'S SPECIFIC RESPONSIBILITIES WITH REGARD TO HAZARDOUS ACTIVITIES

The following examples of activities are identifiable as hazardous in terms of the Construction Regulations. The contractor shall execute the activities in accordance with the following Construction Regulations and other applicable regulations of the Act:

- Fall protection
- Structures
- Excavation work
- Demolition work
- Scaffolding
- Construction vehicles & mobile plant.
- Water environments
- Housekeeping on construction sites
- Fire precautions on construction sites.

This list must not be taken to be exclusive or exhaustive! All of the above requirements will be read in conjunction with the relevant regulations and health and safety standards as required by the Act. All documents and records required by the Construction Regulations will be kept in the Health and Safety File and will be made available at any time when required by the client or his representative, or on request to an interested party.

18. GENERAL NOTES TO THE PRINCIPAL CONTRACTOR

Legal Framework

Part of legal obligations

- The more important Acts and relevant subordinate/secondary legislation as well as other (inter alia Local Government) legislation that also apply to the State as well as to State owned buildings and premises: -

- a. The latest issue of SABS 0142: "Code of Practice for the Wiring of Premises"
- b. The Local Government Ordinance 1939 (Ordinance 17 of 1939) as amended and the municipal by-laws and any special requirements of the local supply authority
- c. The Fire Brigade Services Act 1987, Act 99 of 1987 as amended
- d. The National Building Regulations and Building Standards Act 1977 (Act 103 of 1977) as amended and relevant proclaimed Regulations (SABS 0400)
- e. The Post Office Act 1958 (Act 44 of 1958) as amended
- f. The Electricity Act 1984, Act 41 of 1984
- g. The Regulations of Local Gas Board(s), including Publications of the SABS Standards and Codes of Practice, with specific reference to GNR 17468 dated 4th October 1997
- h. Legislation pertaining to water usage and the environment
- i. Legislation governing the use of equipment, which may emit radiation (e.g. X-Rays etc.)
- j. Common Law

19. HOUSE KEEPING

Good housekeeping will be maintained at all times as per Construction Regulation No. 25. Poor housekeeping contributes to three major problems, namely, costly or increased accidents, fire or fire hazards and reduction in production. Good housekeeping will enhance production time.

In promotion of environmental control all waste, rubble, scrap etc, will be disposed of at a registered dump site and records will be maintained. Where it is found to be impractical to use a registered dump site or it is not available, the Principal Contractor will ensure that the matter is brought to record with the client or his representative, after which suitable, acceptable alternatives will be sought and applied.

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Dross and refuse from metals, and waste matters or by-products whose nature is such that they are poisonous or capable of fermentation, putrefaction or constituting a nuisance shall be treated or disposed of by methods approved of by an inspector.

NOTE: No employer (Principal Contractor) shall require or permit any person to work at night or after hours unless there is adequate, suitable artificial lighting including support services in respect of Health and Safety.

a) Facilities

The site establishment plan shall make provision for:

b) Dining room facilities

The contractor shall make provision for adequate dining room facilities for his employees on site.

c) Change rooms

The contractor shall make provision for adequate change rooms for his employees on site.

d) Ablution facilities

The contractor shall make provision for adequate ablution facilities for his employees on site.

These facilities shall be maintained by the contractor.

e) Smoking Areas

Designated smoking areas shall be established by Department of Public Works.

f) Drinking Water Facilities

The provision of drinking water facilities shall be negotiated between the Contractor and Department of Public Works.

g) Equipment Compliance Certificates

Before equipment is brought on site valid certificates of compliance issued by a competent person shall be presented. The equipment includes but shall not be limited to:

- i. lifting equipment and lifting tackle
- ii. power driven machinery
- iii. electrical equipment
- iv. testing and monitoring equipment

h) Barricading

All barricading shall be of the rigid type unless the use of non-rigid barricading has been approved in writing by the Department of Public Works Project Manager. The contractors' barricading standard shall be included in the Health and Safety Plan.

Where more than one contractor is working on a site, the fixed barricading shall be clearly marked with the company's name, site contact person as well as the contact number/s.

i) Erection of Structures for Logistic Support

Prior to site establishment Department of Public Works shall approve the contractor's site plan.

Department of Public Works shall approve all structures erected for logistical support by the contractor. These structures include fences, workshops, tool sheds, offices, ablution facilities, etc.

j) Salvage Yard Management

Depending on the site specific arrangements and procedures, Department of Public Works may provide the salvage yard and the resources to manage it.

The salvage yard management shall conform to safety, health and environmental requirements. The contractors are required to move the equipment from the place of work to the salvage yard.

k) Fall Arrest and Prevention Equipment

Approved fall prevention equipment shall be used at heights of less than 2.0 metres. Above heights of 2.0 metres fall prevention equipment shall include fall arrest Equipment. Users of fall arrest equipment shall, amongst other things be

trained in what an appropriate load bearing point is for connecting fall prevention equipment. Any deviation from this requirement shall be negotiated and agreed with Department of Public Works in writing.

l) Hazardous Chemical Substances Waste Removal

Department of Public Works shall provide a facility to collect all hazardous chemical waste material.

The contractor shall provide adequately marked and sealable containers to transport the hazardous chemical waste from the source to the approved Department of Public Works disposal point.

m) Personal Protective Equipment (PPE)

Personal protective equipment issued shall be specific to the risks associated with the work to be performed and specific to conditions on site and shall comply with South African National Standards (SANS) or similar.

20. LOCKOUT SYSTEMS

A system of control shall be established in order that no unauthorized person can energize a circuit, open a valve, or activate a machine on which people are working or doing maintenance, even if equipment, plant or machinery is out of commission for any period, thus eliminating injuries and damage to people and equipment as far as is reasonably practicable.

Physical/mechanical lock-out systems shall be part of the safety system and included in training. Lockouts shall be tagged and the system tested before commencing with any work or repairs.

21. IMPORTANT LISTS AND RECORDS TO BE KEPT

The following are lists of several records that are to be kept in terms of the Construction Regulations. The lists are:

- i. List of appointments
- ii. List of record keeping responsibilities
- iii. Inspection checklist

a) Contractor Risk Assessment Process

The risk assessment process shall include:

- 1) an evaluation of the method of the work to be conducted
- 2) the method statement on the procedure to be followed in performing the task shall be developed
- 3) the risk assessment will also include activities like:
 - i. Transportation of passengers and goods to and from site
 - ii. Site establishment
 - iii. Physical and mental capabilities of employees
 - iv. Others as may be specified.

- 4) the hazards as listed in the paragraph – Site Specific Health and Safety Hazards
- 5) a review plan for risk assessments shall provide for:
 - i. the quarterly review of all applicable risk assessments
 - ii. the review of an assessment if there is reason to believe that the previous assessment is no longer valid, or there has been a change in a process, work methods, equipment or procedures and working conditions
 - iii. Risk assessment/s to be reviewed if the outcome of incident investigations and audits etc. requires such action.

A pre - task risk assessment shall be conducted in writing on every task and be facilitated by the team leader. All risk assessments and pre-task risk assessments shall be filed and be available on site.

b) Risk Profile

All contractors shall submit a risk profile of the work to be conducted with their Health and Safety Plan.

c) Risk Based Inspection Program

The inspection programme shall be risk based. The inspection plan shall form part of the Health and Safety Plan.

IMPORTANT CONTACT DETAILS

(FOR HEALTH & SAFETY ASPECTS ONLY)

The contractor is to add all the important contact information about essentials services, support and assistance.



SERVICE	NUMBER	CONTACT PERSON
Hospital		



Ambulance		



Water		
Electricity		



Police		



Fire Brigade		



Engineer		

ADD OTHER IMPORTANT HEALTH & SAFETY CONTACT DETAILS AS MAY BE FOUND NECESSARY.

SECTION 37(2) AGREEMENTS
CONCLUDED BETWEEN
DEPARTMENT OF PUBLIC WORKS

(Hereinafter referred to as Department of Public Works)

AND

.....
(Name of contractor/supplier/Agent/)

I,[
(name)representing *[Insert name*
of contractor/supplier], do hereby acknowledge that
..... *[insert name of contractor/supplier]* is an
employer in his/her own right, with duties as prescribed in the Occupational Health and Safety
Act No. 85 of 1993 (“the Act”), as amended, and agree to ensure that all work will be performed
and/or machinery or plant used in accordance with the provisions of the Act.

I undertake that *[insert name of*
contractor/supplier] shall strictly adhere to, and ensure that his/her employees adhere to, the
provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993).

I have been provided with SHE specifications for project/service
.....*[insert brief details of project/service, for example, name,*
contract/project number]and will comply with the requirements set out
in these.

I accept and agree that the SHE specifications constitute arrangements and procedures
between *[Insert name of*
contractor/supplier/Agent **Safety Manager/Safety Officer]** and Department of Public Works,
which will ensure compliance by *[Insert name*
of contractor/supplier] with the provisions of the Act, as contemplated in section 37(2) of the
Act.

This agreement constitutes the sole agreement between the parties, and no variation,
modification, or waiver of any of the provisions of this agreement or consent to any departure
from these shall, in any manner, be of any force or effect, unless confirmed in writing and

signed by both parties, and such variation, modification, waiver, or consent shall be effective only in the specific instance and for the specific purpose and to the extent for which it was made or given.

This agreement is signed on behalf of the parties, each signatory to this warranting that he/she has the requisite authority to do so.

Signed this day of 20 at

..... (Place)

(Full name)..... (Signature)
.....on

behalf of (Supplier/contractor/Agent)

Contractor Responsible Manager (responsible for signing the Department of Public Works' contract on behalf of the contractor)

Witnesses

1.

2.

Signed this day of20.....

at (Place)

(Full name).....
(Signature).....on

Behalf of **Department of Public Works.**

(Contracts and/or Project Manager or Department of Public Works representative)

Witnesses

1.

2.

PROJECT: _____
_____(full name AND site address of project)

_____(and full or proper description of project)

WCS NO: _____ (works control system number)

SUPERVISION BY THE DEPARTMENT OF PUBLIC WORKS:

Mr /Ms/Me - **CONSTRUCTION PROJECT MANAGER**
(add full details of the project manager)

.....
.....

Mr /Ms/Me - **CONSTRUCTION MANAGER**
(add full details)

.....
.....

Mr /Ms/Me **AGENT:**
• (full particulars of agent)

.....
.....

SUPERVISION BY THE PRINCIPAL CONTRACTOR:

PRINCIPAL CONTRACTOR: (full particulars of principle contractor /
contractor)

Mr /Ms/Me - **CONSTRUCTION HEALTH & SAFETY OFFICER**
(add full details and contact of this officer)

.....
.....

Mr /Ms/Me - **CONSTRUCTION HEALTH & SAFETY**
MANAGER
(add full details of this officer)

.....
.....

Mr /Ms/Me

.....
.....

- **CONSTRUCTION HEALTH & SAFETY AGENT**
(add full details of this officer)

Mr /Ms/Me

project)

.....
.....

- **CONSTRUCTION MANAGER**
(add full details of the head of the