



## TDR63/2024/2025

# CONSTRUCTION AND REFURBISHMENT OF HARDCOURTS

<b>CLOSING DATE: 25 OCTOBER 2024</b>	<b>CLOSING TIME: 12h00</b>
<b>NAME OF BIDDER*</b>	
<b>ADDRESS*</b>	
<b>TELEPHONE NUMBER*</b>	
<b>CELLPHONE NUMBER*</b>	
<b>E-MAIL ADDRESS*</b>	
<b>CENTRAL SUPPLIER DATABASE REGISTRATION NR*</b>	
<b>B-BBEE LEVEL OF CONTRIBUTION*</b>	
<b>LOCALITY</b> (Municipal Area/Province where Business is Located) *	
<b>CIDB REGISTRATION NR* (if applicable)</b>	
<b>TENDER AMOUNT (VAT included) *</b>	<b>See pages 75 - 90</b>

(\* - TO BE COMPLETED BY BIDDER)

Prepared by:  
Mossel Bay Municipality  
PO Box 25  
Mossel Bay  
6500

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## SECTION 1.1: INVITATION TO TENDER

CLOSING TIME: 12h00

CLOSING DATE: 25 OCTOBER 2024

### TDR63/2024/2025: CONSTRUCTION AND REFURBISHMENT OF HARCOURTS

Tenders are hereby invited from Contractors with a CIDB grading of 3CE or higher for the Construction and Refurbishment of Hardcourts for Mossel Bay Municipality for a period of three (3) years from 1 July 2025 to 30 June 2028. Works entail the construction of new hardcourts within the border of the Municipality and refurbishment of existing hardcourts in Mossel Bay. Contractors to make use of local unskilled labourers within the communities according to the EPWP guidelines and regulations where possible.

A set of fully completed tender documents must be submitted on the original documents and remain valid for 120 days after the closing date of the tender. Enquiries about the tender can be addressed to Mr Hendrik Schoeman at telephone (044) 606-5268 or email to [hschoeman@mosselbay.gov.za](mailto:hschoeman@mosselbay.gov.za). Enquiries pertaining to the completion of the documents can be addressed to Ms Nicole Saunders at telephone (044) 606-5194 or e-mail to [nsaunders@mosselbay.gov.za](mailto:nsaunders@mosselbay.gov.za).

A **compulsory information meeting** will take place at **11h00 on Wednesday, 2 October 2024 at Hartenbos Municipal Offices, 5 Witwatersrand Avenue, Hartenbos.**

**ALL BIDDERS, including ALL THE PARTNERS OF A JOINT VENTURE MUST BE CIDB REGISTERED AND ATTEND THIS COMPULSORY MEETING.**

**BIDDERS (including all partners of a Joint Venture) WHO DID NOT ATTEND THE COMPULSORY SITE AND INFORMATION MEETING AND SUBMIT A BID, WILL BE SEEN AS SUBMITTING A NON-RESPONSIVE BID.**

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

Prospective bidders that arrive 15 minutes or more after the advertised time the meeting started will not be allowed to attend the meeting or to sign the attendance register. If a prospective bidder is delayed, he/she must inform the contact person before the meeting commence and he/she will only be allowed to attend the meeting if the chairperson of the meeting, as well as all the other bidders attending the meeting, give permission to do so.

A set of tender documents can be obtained at a non-refundable cost of R394.00 per set from Ms Nicole Saunders who may be contacted at telephone (044) 606-5194 or e-mail at [nsaunders@mosselbay.gov.za](mailto:nsaunders@mosselbay.gov.za) **OR** it can be obtained on our website at [www.mosselbay.gov.za](http://www.mosselbay.gov.za) free of charge. If you require a hard copy of the tender document, payments must be made at the cashiers at the **Mossel Bay Municipality's Main Building, 101 Marsh Street on the Lower Ground Floor (seaside) or EFT (Banking details and Reference Nr can be obtained from [esnyders@mosselbay.gov.za](mailto:esnyders@mosselbay.gov.za))**, prior to collecting and proof of payment must be provided when collecting the tender document from the Supply Chain Management Offices, 101 Marsh Street, Mossel Bay.

Fully completed tender documents must be placed in a sealed envelope and placed in the **tender box at the Entrance of the Mossel Bay Town Hall, 101 Marsh Street, Mossel Bay by not later than 12:00 on Friday, 25 October 2024** or be mailed to reach the **Tender Box, Mossel Bay Municipality, PO Box 25, Mossel Bay, 6500** before the specified closing date and time. The envelopes must be endorsed clearly with the number, title and closing date of the tender as above.

The tender is subject to functionality criteria.

Bids will be pre-evaluated on the following functionality criteria and bids that score less than 65 out of 100 points will be considered as non-responsive:

Functionality criteria and weight:

1. Company (or JV) Experience carrying a weight of 30 points.
2. References related to experience carrying a weight of 15 points.
3. Site Staff and Personnel allocated for this tender carrying a weight of 25 points.
4. Plant, Equipment, Tools & Machinery allocated/reserved for this Tender carrying a weight of 30 points.

Responsive bids will be evaluated on the 80/20 or 90/10 Preference Points System. A maximum of 20 points (80/20 preference point system) or 10 points (90/10 preference point system) will be allocated for specific goals. 50% of the 20/10 points will be allocated in terms of a bidder's B-BBEE scorecard and other 50% of the 20/10 points will be for a bidder's locality.

The tender box will be emptied just after 12h00 on the closing date as above, hereafter all bids will be opened in public. Late tenders or tenders submitted by e-mail or fax will under no circumstances be accepted.

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

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

**MR C PUREN  
MUNICIPAL MANAGER**

## SECTION 1.2: TENDER CONDITIONS AND INFORMATION

### 1.2.1 General and Special Conditions of Contract

The General Conditions of Contract (GCC) available on the National Treasury website <http://www.treasury.gov.za/divisions/ocpo/sc/GeneralConditions/> will be applicable to this tender as well as Special Conditions of Contract (SCC) (if applicable) forming part of this set of tender documents in addition to the conditions and information. Where the GCC and SCC are in conflict with one another, the stipulations of the SCC will prevail.

### 1.2.2 Acceptance or Rejection of a Tender

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

### 1.2.3 Validity Period

Bids shall remain valid for one hundred and twenty (120) days after the tender closure date.

### 1.2.4 Cost of Tender Documents

A set of tender documents can be obtained at a non-refundable cost of R394.00 per set from Ms. Nicole Saunders who may be contacted at telephone (044) 606-5194 or e-mail at [nsaunders@mosselbay.gov.za](mailto:nsaunders@mosselbay.gov.za) **OR** it can be obtained on our website at [www.mosselbay.gov.za](http://www.mosselbay.gov.za) free of charge. If you require a hard copy of the tender document, payments must be made at the cashiers at the **Mossel Bay Municipality's Main Building, 101 Marsh Street on the Lower Ground Floor (seaside) or EFT (Banking details and Reference Nr can be obtained from [esnyders@mosselbay.gov.za](mailto:esnyders@mosselbay.gov.za))**, prior to collecting and proof of payment must be provided when collecting the tender document from the Supply Chain Management Offices, 101 Marsh Street, Mossel Bay.

### 1.2.5 Registration on the Central Supplier Database

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

### 1.2.6 Completion of Tender Documents

- (a) The original tender document must be fully completed and originally signed in black ink and signed by the authorised signatory to validate the tender. Section 5: DECLARATION must be completed and signed by the authorised signatory and returned. Failure to do so will result in the disqualification of the tender and will not be evaluated.
- (b) Tender documents may not be retyped. Retyped documents will result in the disqualification of the tender and will not be evaluated.
- (c) The complete original tender document must be returned. Material pages that are omitted from the tender document may result in the disqualification of the tender and the bidder will not be evaluated. The Municipality reserves the right to request immaterial pages that were omitted.

- (d) No unauthorised alteration of this set of tender documents will be allowed. Any unauthorised alteration will disqualify the tender automatically. Any ambiguity has to be cleared with contact person for the tender before the tender closure.
- (e) The tender document as provided by the Municipality's Supply Chain Management Section will be the prevailing document in the event of an inconsistency between the completed submitted tender document by a bidder and the tender document provided by the Municipality.

## **1.2.7 Compulsory Documentation**

### **1.2.7.1 Tax Clearance Certificate**

- (a) A copy of a Tax Compliance Status Pin, printed from the South African Revenue Service (SARS) website, must accompany the bid documents. The onus is on the bidder to ensure that their tax matters with SARS are in order.
- (b) In the case of a Consortium/Joint Venture every member must submit a separate Tax Compliance Status Pin, printed from the SARS website, with the bid documents.
- (c) If a bid is not supported by a Tax Compliance Status Pin as an attachment to the bid documents, the Municipality reserves the right to obtain such documents after the closing date to verify that the bidder's tax matters are in order. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.
- (d) The Tax Compliance Status Pin will be verified by the Municipality on the SARS website.

## **1.2.8 Other Documentation**

### **1.2.8.1 Construction Industry Development Board (CIDB) (If applicable)**

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

- (a) The conditions of tender are the Standard Conditions of Tender as contained in Annexure F of the CIDB Standard of Uniformity in Construction in Procurement (May 2010) as published in Government Gazette No 31823, Board Notice 11 of 2009 of 30 January 2009. (See [www.cidb.org.za](http://www.cidb.org.za))
- (b) Only those tenderers who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than the contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a **3 CE** or higher class of construction work, are eligible to have their tenders evaluated.
- (c) Joint Ventures are eligible to submit tenders provided that.
  - Every member of the joint venture is registered with the CIDB.
  - The lead partner has a contractor grading designation in the **3 CE** or higher class of construction work; and
- (d) The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal or higher than a contractor grading designation determined in

accordance with the sum tendered for a **3 CE** or higher class of construction work or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations.

Tender offers will only be accepted if:

- (e) The Bidder is registered with the Construction Industry Development Board (CIDB) in the appropriate CIDB Contractor grading designation before the tender closing date/time.
- (f) The Bidder or any of its directors is not listed in the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.
- (g) The Bidder has not:
  - (i) Abused the Employer's Supply Chain Management System; or
  - (ii) Failed to perform on any previous contract and has been given a written notice to this effect.
- (h) The Bidder has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the bidder's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the State are permitted to submit bids or participate in the contract.
- (i) The Bidder is registered and in good standing with the compensation fund or with licensed compensation insurer.
- (j) The Employer is reasonably satisfied that the bidder has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.

#### **1.2.8.2 Municipal Rates, Taxes and Charges**

- (a) A copy of the bidder's and those of its director's/members municipal accounts (for the Municipality where the bidder and its director's/members pay their account) for the month preceding the tender closure date must accompany the tender documents. If such a copy does not accompany the bid document of the successful bidder, the Municipality reserves the right to obtain such documents after the closing date to verify that their municipal accounts are in order.
- (b) Any bidder which is or whose directors are in arrears with their municipal rates and taxes or municipal charges due to any Municipality or any of its entities for more than three months and have not made an arrangement for settlement of same before the bid closure date will be unsuccessful. The arrangement for settlement for the outstanding amount (which were done before the closing date of the bid), must also be submitted with the tender document.
- (c) If a bidder and its director's/members rent their premises, the current lease agreement must be submitted with the tender document, which indicates that the rental includes their municipal rates and taxes. If the lease agreement indicates that the bidder or its director's/members are responsible to pay the municipal rates and taxes, the Municipal Account of the leased premises indicated must also be submitted.
- (d) If a bidder and its director's/members, do not own any property, they must submit the following:
  - (i) Affidavit from the bidder and its director's/members, that they do not own any property;
  - (ii) Affidavit from the owner of the property where business is situated/director's/members reside, that the bidder and its director's/members are not liable for the municipal rates and taxes.
- (e) If a bidder or its director's/members, lives outside of South Africa, an affidavit by the Company must be submitted.

### 1.2.9 Authorised Signatory

- (a) A copy of the recorded Resolution taken by the Board of Directors, members, partners or trustees authorising the representative to submit this bid on the bidder's behalf must be attached to the Bid Document on submission of same.
- (b) A bid shall be eligible for consideration only if it bears the signature of the bidder or of some person duly and lawfully authorised to sign it for and on behalf of the bidder.
- (c) If such a copy of the Resolution does not accompany the bid document of the successful bidder, the Municipality reserves the right to obtain such document after the closing date to verify that the signatory is in order. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified and will not be evaluated.
- (d) If a bidder is a sole proprietor, no such documentation is required, provided that the document was completed and signed by the owner.

### 1.2.10 Site / Information Meetings

- (a) Site or information meetings, if specified (in the advert), are **compulsory**. Bids will not be accepted from bidders who have not attended the compulsory site or information or online briefing meetings. Bidders that arrive or log in 15 minutes or more after the advertised time the meeting starts will not be allowed to attend the meeting or to sign the attendance register. If a bidder is delayed/have connection problems, he/she must inform the contact person before the meeting commence and will only be allowed to attend the meeting if the chairperson of the meeting as well as all the other bidders attending the meeting, give permission to do so.
- (b) All bidders, including **ALL THE PARTNERS OF A JOINT VENTURE** must attend the compulsory site or information or online briefing meeting.

### 1.2.11 Samples

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

### 1.2.12 Quantities of Specific Items

If tenders are called for a specific number of items, the Municipality reserves the right to change the number of such items to be higher/more or lower/less. If the successful bidder does not accept the new scenario, it will be offered to the second-placed bidder.

### 1.2.13 Submission of Tender

- (a) The tender must be placed in a sealed envelope, or envelopes when the two-envelope system is specified, clearly marked with the tender number, title as well as closing date and time and placed in the **tender box at the Entrance of the Mossel Bay Town Hall, 101 Marsh Street, Mossel Bay Municipality by not later than 12h00 on Friday, 25 October 2024.**

OR

- (b) be posted to reach the **Tender Box, Mossel Bay Municipality, PO Box 25, Mossel Bay, 6500** before the specified closing date and time.
- (c) Faxed, e-mailed and late tenders will not be accepted. Tenders may be delivered by hand, by courier, or posted at the bidder's risk and must be received by the deadline specified above, irrespective of how they are sent or delivered.

#### **1.2.14 Expenses Incurred in Preparation of Tender**

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

#### **1.2.15 Contact with Municipality after Tender Closure Date**

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

#### **1.2.16 Opening, Recording and Publications of Tenders Received**

- (a) Tenders will be opened on the closing date immediately after the closing time specified in the tender documents. If requested by any bidder present, the names of the bidders, and if practical, the total amount of each bid and of any alternative offers will be read out aloud.
- (b) Details of tenders received in time will be recorded in a register which is open to public inspection.

#### **1.2.17 Evaluation of Tenders**

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

#### **1.2.18 Procurement Policy**

Bids will be awarded in accordance with the Preferential Procurement Regulations, 2007 pertaining to the Preferential Procurement Policy Framework Act, No 5 of 2000 and its amendments as well as the Municipality's Supply Chain Management and the current Municipal Preferential Procurement Policy.

#### **1.2.19 Contract**

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

#### **1.2.20 Subcontracting**

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

- (b) Except where otherwise provided by the Contract, the Contractor shall not subcontract any part of the Contract without the prior written consent of the Municipality, which consent shall not be unreasonably withheld.
- (c) The contractual relationship between the Contractor and any subcontractors selected by the Contractor in consultation with the Municipality in accordance with the requirements of and a procedure contained within the Scope of Work, shall be the same as if the Contractor had appointed the subcontractor in terms of paragraph (b) above.
- (d) Any consent granted in accordance with paragraph (b) or appointment of a subcontractor in accordance with paragraph (c) shall not imply a contract between the Municipality and the subcontractor, or a responsibility or liability on the part of the Municipality to the subcontractor and shall not relieve the Contractor from any liability or obligation under the Contract and he shall be liable for the acts, defaults and neglects of any subcontractor, his agents or employees as fully as if they were the acts, defaults or neglects of the Contractor, his agents or employees.
- (e) The Contractor shall not be required to obtain such consent for –
  - (i) the provision of labour, or
  - (ii) the purchase of materials which are in accordance with the Contract, or
  - (iii) the purchase or hire of Construction Equipment.

#### **1.2.21 Language of Contract**

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

#### **1.2.22 Extension of Contract**

The Municipality reserves the right to negotiate the extension or expansion of a contract with the successful bidder should additional funds become available. This prescribed process in terms of legislation must be followed prior to any agreement being concluded and the vesting of any rights.

#### **1.2.23 Stamp and Other Duties**

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

#### **1.2.24 Wrong Information Furnished**

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

#### **1.2.25 Past Practices**

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

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

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

## **1.2.26 DOCUMENTATION REQUIRED TO CLAIM POINTS FOR SPECIFIC GOALS**

### **1.2.26.1 Proof of B-BBEE Status Level of Contributor:**

(a) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or

(b) Any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act, as indicated below:

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

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

- **If certificate was issued by an Auditor/ Accounting Officers:**

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

- **If the certificate was issued by registered auditors approved by IRBA**

Clearly identify the B-BBEE approved registered auditor by the auditor's individual registration number with IRBA and the auditor's logo, clearly record an approved B-BBEE Verification Certificate identification reference in the format required by the SASAE, reflect relevant information regarding the identity and location of the measured entity, identify the Codes of Good Practice or relevant Sector Codes applied in the determination of the scores, record the weighting points (scores) attained by the measured entity for each scorecard element, where applicable, and the measured entity's overall B-BBEE Status Level of Contribution, reflect that the B-BBEE Verification Certificate and accompanying assurance report issued to the measured entity is valid for 12 months from the date of issuance and reflect both the issuance and expiry date, and the B-BBEE Status Level of Contribution obtained by the bidder and must be an original certificate or certified copy of the original.

### **1.2.26.2 Proof of Locality in a Specific Province, Region and Municipal Area**

(a) Points for specific goals to promote suppliers or service providers located in a province, district or municipal area / (hereafter referred to as locality).

(b) Each tender must specify in the invitation to tender that a maximum of 50% of the 20/10 points will be allocated to promote the specific goal of locality.

(c) Only one of the points as set out below that best describes the enterprise's locality may be awarded if applicable.

No	Requirement	Points for enterprises within Mossel Bay municipal area	Points for enterprises within Garden Route District region	Points for enterprises within the Western Cape Province and other Provinces
1	Procurement under the 80/20 preference points system where the supplier or service provider is located in:	10	6	4
2	Procurement under the 90/10 preference points system where the supplier or service provider is located in:	5	3	2

(d) Bidders must submit one of the following in order to receive points for the abovementioned criterion.

- (i) Municipal Account of bidder's address as indicated in bid document;
- (ii) If the address as indicated in bid document is not in the name of the bidder, the latest lease agreement for this address or sworn affidavit from the registered owner of the property stating occupancy by the bidder is required.
- (iii) The business address of the bidder as indicated in the MBD6.1 of the bid document as the business premises should be established/leased prior to the advertisement date.
- (iv) Only fully operational business premises will be accepted. All vacant erven, storage units and postal addresses do not qualify as business premises.

#### **1.2.28 Letter of Good Standing from the Commissioner of Compensation**

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

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

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

- (d) If a bid is accompanied by proof of application for valid AND relevant Letter of Good Standing from the Compensation Commissioner, the original or copy thereof must be submitted on/or before the final date of award.
- (e) Should a bidder's Letter of Good Standing from the Compensation Commissioner expire during the contract period, a valid AND relevant certificate must be submitted within an agreed upon time.
- (f) The right is reserved to not award a tender if a valid AND relevant Letter of Good Standing from the Compensation Commissioner or a certified copy thereof is not submitted within the requested time.

#### **1.2.29 Negotiations**

Should the tender prices be higher than the available funds of the client, the client reserves the right to negotiate with the successful bidder to limit the work in accordance with the tender specifications in order not to exceed the available budget. These negotiations can be done prior or after the final award.

#### **1.2.30 Joint Ventures**

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

- (a) No amendments to Joint venture agreement may be made without the prior approval of the Municipality; if not accepted by the Municipality and the Joint venture continue without approval the Joint venture contract can be cancelled as if poor performance had taken place;
- (b) Joint venture will only qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits, together with the submission of the bid, their B-BBEE status level certificate issued in the name of the Joint venture.
- (c) Joint venture will only qualify for points for Locality as a legal entity, provided that the entity submits the address of the Lead Partner as per the Joint Venture agreement.
- (d) If the joint venture division is 50/50 the points will be allocated according to the closest address.
- (e) All members of the Joint venture must submit, with the bid documents:
  - a valid SARS tax pin, individually;
  - an agreement that clearly provides clarity of Profit and liability sharing; and
  - a resolution taken by the board of directors of the Joint venture and other information that agrees with the Joint venture agreement as detailed on pages 56-58.
- (f) For the evaluation of functionality regarding a Joint venture refer to the functionality section.

#### **1.2.31 Enquiries**

Enquiries in connection with this tender, prior to the tender closure date, may be addressed to Mr. Hendrik Schoeman at telephone (044) 606-5268 or e-mail at [hschoeman@mosselbay.gov.za](mailto:hschoeman@mosselbay.gov.za).

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## 1.3 GENERAL CONDITIONS OF CONTRACT

### 1. Definitions

1. 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 goods are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services 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.
- 1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 "Tort" means in breach of contract.
- 1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

### 2. Application

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

- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information inspection**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent Rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.
- 7. Performance security**
- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms: (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or (b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.
- 8. Inspections, tests and analyses**
- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal, the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

- 9. Packing**
- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their 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 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, if any, and in any subsequent instructions ordered by the purchaser.
- 10. Delivery and documents**
- 10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms specified in the contract.
- 11. Insurance**
- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.
- 12. Transportation**
- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified.
- 13. Incidental Services**
- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
  - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
- 14. Spare parts**
- 14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;
  - (b) in the event of termination of production of the spare parts: (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
- 15. Warranty**
- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.
- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

- 16.4 Payment will be made in Rand unless otherwise stipulated.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.
- 18. Variation orders**
- 18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.
- 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
- 22. Penalties**
- 22.1 Subject to GCC 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 GCC 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:  
(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2; (b) if the supplier fails to perform any other obligation(s) under the contract; or (c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise

- of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
  - (ii) the date of commencement of the restriction
  - (iii) the period of restriction; and
  - (iv) the reasons for the restriction. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website
- 24. Antidumping and countervailing duties and rights**
- 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.
- 25. Force Majeure**
- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure. 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26. Termination for insolvency**
- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the purchaser.
- 27. Settlement of Disputes**
- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier 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, (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and  
(b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.
- 28. Limitation of Liability**
- 28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6; (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language**
- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law**

- 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.
- 31. Notices**
- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties**
- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.
- 33. Transfer of contracts**
- 33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser
- 34. Amendment of contracts**
- 34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.
- 35. Prohibition of restrictive practices**
- 35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998. 35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

**SECTION 2.1: FUNCTIONALITY**

- (a) Tenders will be evaluated on the functionality criteria as set out below. Bidders that score less than **65 out of 100 points** for these criterion will be regarded as non-responsive and will not be evaluated on price, B-BBEE and Locality. Unclear, vague, fragmented or incomplete information provided will result in no points being allocated.
- (b) Bidders must ensure that relevant information is submitted. If information is not submitted or referred to as an attachment, no points will be awarded.
- (c) No information or documentary proof will be requested after closure of the tender, relating to tender functionality.
- (d) The following criteria will be used to calculate points for the functionality of tenders and bidders should ensure that they submit all information in order to be pre-evaluated on the criteria mentioned below:

	<b>CRITERION</b>	<b>MAXIMUM POINTS</b>	<b>BIDDER SCORE</b>
1	Company (or JV) Experience	<b>30</b>	
2	References Related to that Experience	<b>15</b>	
3	Key Site Staff & Personnel allocated/reserved for this Tender	<b>25</b>	
4	Plant, Equipment, Tools & Machinery allocated/reserved for this Tender	<b>30</b>	
	<b>TOTAL</b>	<b>100</b>	

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

**Criterion 1: Company (or JV) Experience**

- (a) A maximum of **30** points will be awarded at the sole discretion of the Municipality’s Bid Evaluation Committee based on the information provided. Please note that this section refers to the Company’s and its legacy firms past experience and is not a duplication of Criterion 3’s Key staff and Personnel. Meaning this section takes into consideration that the company as an entity has gained relevant experience in the past and showcase that the company is in the business of said Scope of Works.

- (b) Relevant experience is defined as the accumulation of knowledge or skill that results from direct participation in relevant/similar events or activities and/or as determined by the Mossel Bay Municipality and/or professional consulting engineer where applicable.

EXPERIENCE REQUIRED:	MAXIMUM POINTS	BIDDER SCORE
<b>Successfully completed NEW Hardcourts.</b>		
Minimum 2 projects that is Hardcourt (tennis, netball ect.) related completed in the last 10 years	5	
Minimum 2 projects that is Hardcourt (tennis, netball ect.) related completed in the last 8 years	10	
Minimum 2 projects that is Hardcourt (tennis, netball ect.) related completed in the last 5 years	15	
<b>Successfully completed Resurfaced Hardcourts.</b>		
A minimum 4 projects that is Hardcourt (tennis, netball ect.) related completed in the last 10 years	5	
A minimum 4 projects that is Hardcourt (tennis, netball ect.) related completed in the last 8 years	10	
A minimum 4 projects that is Hardcourt (tennis, netball ect.) related completed in the last 5 years	15	
<b>TOTAL</b>		

- (c) In order to claim points for the above, **bidders must submit sufficient information as well as documentary proof** of experience relating to **Successfully completed NEW Hardcourts** and **Successfully completed Resurfaced Hardcourts** by means of **signed completion certificates by consultant, contractor and client and appointment letters.**

**Detailed invoices** for **Successfully completed NEW Hardcourts** and **Successfully completed Resurfaced Hardcourts** will also be considered to claim points for this section.

- (d) Points will only be awarded for **relevant & completed experience** obtained relevant to the Tender Scope of Works. To be able to gain points the Tenderer must submit proof that the company has obtained the relevant experience for this Tender's Scope of Works & Specifications, and not only parts thereof. If experience is listed, please ensure it is applicable and relevant to the whole of this Tender and not only to parts thereof, otherwise the Bidder will not be awarded the necessary points. **Bidders to provide enough experience to score the total points as prescribed e.g. in order to claim 30 points, relevant projects should be listed for projects that was done in the last five (5) years for both sections of the criteria.**

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

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

## **Criterion 2: References related to Experience**

Please note that this section refers to the Company's and its legacy firms' references related to the experience. It also takes into account that the references are related & relevant to **Successfully completed NEW Hardcourts** and **Successfully completed Resurfaced Hardcourts**. Bidders should provide copies of **three (3)** reference letters, on an official letterhead of the reference, in relation to the experience gained on projects relevant to the scope of work.

The following detail should be included in the reference letter:

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

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

OR

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

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

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

- Reference Scoring: A maximum of **15** points will be awarded at the sole discretion of the Municipality's Bid Evaluation Committee based on the information provided and will be split as follows.
- In order to claim points, bidders must submit, with the tender document, three reference letters or questionnaires to which the abovementioned Experience have been provided.
- These references letters or questionnaires must be current/most recent, relevant and related to the Experience provided in criteria one (1). The letters must not be older than ten (10) years.
- It is the bidders' responsibility to ensure that the details provided are correct, before submitting his tender, and that the references will be available and be able to provide additional feedback, if necessary.
- If the references are unable to validate, verify or provide additional information on the projects, no points will be awarded for that particular reference.
- 5 points will be awarded for each reference letter or questionnaire which is positive and relevant to the Scope of Works of this contract, subject to the final discretion of the Bid Evaluation Committee.

**NB: If no reference letters or questionnaires are attached NO POINTS WILL BE AWARDED. COMPLETION CERTIFICATES AND/OR APPOINTMENT LETTERS WILL NOT BE ACCEPTED FOR THIS CRITERIA.**

**ATTACHMENT A**

Question to Reference	Reference's Response
1. Detail of the work that have been successfully completed <b>(Successfully completed NEW Hardcourts and/or                      Successfully completed Resurfaced Hardcourts).</b>	..... ..... .....
2. Was the work completed within the contractual time frame?	Yes ..... No ..... If No, please state why: .....
3. Was the work completed within the contract amount?	Yes ..... No ..... If No, please state why: .....
4. Did the contractor comply with the Occupational Health & Safety regulations on site?	Yes ..... No ..... If No, please state why: .....
5. In general were you satisfied with their performance - thus would you recommend them for this Tender considering all of above?	Yes ..... No ..... If No, please state why: .....

.....  
**NAME OF REFERENCE**

.....  
**SIGNATURE**

.....  
**CONTACT PERSON & TELEPHONE NUMBER**

.....  
**DATE**

<p><b>STAMP OF REFERENCE (if available)</b></p>
---

**Criterion 3: Site Staff & Personnel allocated / reserved for this Tender**

(a) A maximum of 25 points will be awarded at the sole discretion of the Municipality's Bid Evaluation Committee based on the information provided and will be split as follows. Points will only be award once for each staff/personnel allocated to this Tender, no multiple scoring per person.

**NB: Please provide name of staff member in the space provided below. If no name is provided NO POINTS WILL BE AWARDED.**

<b>Site Staff &amp; Personnel Required:</b>	<b>Max points</b>	<b>Name of Staff member</b>	<b>Bidder Score</b>
<p><b>Contract Manager / Site Agent (min 8 hours / 1 day per week)</b></p> <ul style="list-style-type: none"> <li>● Must be suitably skilled and have CV verifiable experience managing Civil projects. Is overall responsible for the execution of the works and all associated project management</li> <li>● Must manage all Municipal instructions and ensure execution of Tender specifications. Must inspect and approve all works. manage Payment Certificates</li> </ul> <p>Must be computer literate, compile admin reports, proficient in the use of Excel Spread Sheets, capture data and quantities, daily communication electronically via email etc.</p>	<p>1-5y = 5 points More than 5y -10y = 8 points More than 10y =10 points</p>		
<p><b>General Foreman: Construction Manager &amp; Supervisor (min 40 hours / 5 days per week / full time on site)</b></p> <ul style="list-style-type: none"> <li>● Must be suitably skilled and have CV verifiable experience as foreman on Civil Engineering projects.</li> <li>● Must supervise the works full-time on site, the team / the workers and the correct use of all plant/machinery.</li> <li>● Must be able to work with local labour.</li> <li>● Must ensure the all Codes &amp; Standards specifications are met and carried out.</li> </ul> <p>Must be able to do setting-out &amp; levelling</p>	<p>1-5y = 3 points More than 5y -10y = 5 points More than 10y = 8 points</p>		
<p><b>Skilled Artisan: TLB / Roller Operator or Similar (min 40 hours / 5 days per week / full time on site)</b></p> <ul style="list-style-type: none"> <li>● Must be suitably skilled and have CV verifiable experience operating a grader or other heavy machinery on similar projects.</li> <li>● Must be able to do setting-out, level grading, compacting and smooth surface finishing of layer works on similar projects</li> </ul>	<p>1-5y = 3 points More than 5y -10y = 5 points More than 10y = 7 points</p>		
<b>TOTAL</b>	<b>25</b>		

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

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

**Criterion 4: Plant / Tools / Equipment**

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

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

<b>Equipment</b>	<b>Owned or Hired by Bidder (Maximum Points)</b>	<b>Bidder Score</b>
LDV / Bakkie	4	
TLB minimum 65Kw 4 x 4	6	
Outdoor Rotating Laser Level	8	
Double Drum Ride on Roller minimum 3000kg	8	
Tipper Truck minimum 4cube	4	
<b>TOTAL</b>	<b>30</b>	

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

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

**PLANT / TOOLS / EQUIPMENT AVAILABLE AND ALLOCATED FOR THIS PROJECT**

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

**PLANT / TOOLS / EQUIPMENT THAT WILL BE ACQUIRED OR HIRED**

<b>DESCRIPTION (type, size, capacity etc)</b>	<b>QUANTITY</b>	<b>SOURCE HIRE / ACQUIRED</b>

**If plant / tools / equipment, as stipulated above, will be rented, proof of a detailed rental agreement # from the supplier must be submitted with the tender document. No points will be awarded if proof is not submitted.**

## **JOINT VENTURES**

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

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

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

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

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

## **SECTION 2.2: SCOPE OF WORKS**

### **Part C3.1: STANDARD SPECIFICATIONS**

#### **GENERAL**

PS 1:	GENERAL DESCRIPTION OF THE CONTRACT
PS 2:	DESCRIPTION OF SITE AND ACCESS
PS 3:	NATURE OF GROUND AND SUBSOIL CONDITIONS
PS 4:	SCOPE OF CONTRACT
PS 5:	CONSTRUCTION PROGRAMME & METHODS
PS 6:	SITE FACILITIES AVAILABLE
PS 7:	SITE FACILITIES REQUIRED
PS 8:	FEATURES REQUIRING SPECIAL ATTENTION
PS 9:	EXTENSION OF TIME ARISING FROM ABNORMAL RAINFALL
PS 10:	CERTIFICATES OF PAYMENT
PS 11:	CONSTRUCTION IN LIMITED AREAS
PS 12:	SPOIL MATERIAL
PS 13:	DRAWINGS
PS 14:	SAFETY OF TRENCHES
PS 15:	SAMPLES
PS 16:	MANUFACTURER'S INSTRUCTIONS
PS 17:	PROPRIETARY MATERIALS
PS 18:	NOTICES, SIGNS, BARRICADES AND ADVERTISEMENTS
PS 19:	SETTING OUT OF WORK
PS 20:	WORKMANSHIP AND QUALITY CONTROL
PS 21:	TRANSPORT OF MATERIAL
PS 22:	EMPLOYMENT OF LOCAL LABOUR
PS 23:	LIAISON WITH LOCAL AUTHORITIES
PS 24:	COMMUNITY LIAISON AND COMMUNITY RELATIONS
PS 25:	APPLICABLE STANDARDIZED SPECIFICATIONS

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

Project specifications referring to the standard specifications and additional specifications

### **Part C3.3: ENVIRONMENTAL SPECIFICATIONS**

### **Part C3.4: HEALTH & SAFETY SPECIFICATIONS**

### **Part C3.5: EPWP SPECIFICATIONS**

## **Part C3.1: STANDARD SPECIFICATIONS**

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

The South African Bureau of Standards Standardized Specification for Civil Engineering Construction SANS 1200 1996, prepared by and obtainable from the South African Bureau of Standards, Private Bag X191, Pretoria 0001, Tel: (0861) 27 7227, Fax: (012) 428 6928, Web site: www.sabs.co.za.

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

### **STANDARD SPECIFICATIONS**

Where reference is made to the standard specifications in this contract, it shall mean the **South African Bureau of Standards Standardized Specification for Civil Engineering Construction SANS 1200**, complete with any corrections and amendments applicable at the time of tendering. Amendments to the standard specifications are bound in the contract documents in Part B: Project Specifications.

### **APPLICABLE STANDARDS AND PARTICULAR SPECIFICATIONS**

Although not bound in nor issued with this document, the following standardised specifications from SANS Standardised Specification for Civil Engineering Construction SANS 1200 shall form part of the contract document and, notwithstanding the provisions of Sub clause 2.2 of SANS 1200 A, all the editions shall apply.**Part C3.1: GENERAL**

#### **PS1 GENERAL DESCRIPTION OF THE CONTRACT**

##### **PS1.1 DESCRIPTIONS OF WORKS**

###### **PS1.1.1 Overview of the Works**

###### **The Scope of works is:**

Client Objective:

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

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

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

##### **PS1.2 LIST OF DRAWINGS**

In annexure A:

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

- Typical Tennis Post and Netting Detail

**PS2 DESCRIPTION OF SITE AND ACCESS**

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

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

**PS3 NATURE OF GROUND AND SUBSOIL CONDITIONS**

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

**PS4 SCOPE OF CONTRACT**

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

**PS5 CONSTRUCTION PROGRAMME & METHODS**

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

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

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

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

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

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

**PS6 SITE FACILITIES AVAILABLE**

**PS6.1 SOURCE OF WATER SUPPLY AND SEWERAGE CONNECTION**

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

**PS6.2 SOURCE OF POWER SUPPLY**

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

**PS6.3 LOCATION OF CAMP SITE**

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

**PS6.4 HOUSING FOR CONTRACTOR'S EMPLOYEES**

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

**PS7 SITE FACILITIES REQUIRED**

**PS7.2 Facilities for the Engineer**

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

**PS7.4 Site instruction book**

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

**PS8 FEATURES REQUIRING SPECIAL ATTENTION**

**PS8.1 Dealing with Water**

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

## **PS8.2 Survey Beacons**

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

## **PS8.3 Safety Regulations**

Both the "Factories, Machinery and Building Work Act (Act 22 of 1941) and the "Machinery and Occupational Safety Act (Act 6 of 1983)" must, wherever they appear in the SANS 1200 standardised specifications, be substituted by the "Occupational Health and Safety Act (Act 85 of 1993)". Specifications regarding the Occupational Health and Safety Act are listed in the Particular Specification PA: Health and Safety in Part F of this document.

## **PS8.4 Security**

The Contractor shall take every precaution to ensure safety and to protect the Works and temporary works from theft and vandalism. The Contractor will be responsible for the safety and security of his personnel, materials on site and the works in general at all times. The Contractor shall therefore acquaint himself with the current situation in the area (liaising with the local police if necessary) and shall provide all security measures, including the employment of accredited security services, as he deems necessary to comply with the requirements of this Clause.

The Contractor shall provide adequate security and strict control of access to the campsite on a 24-hour basis including weekends and public holidays. The campsite area shall be adequately fenced with security fencing and security lights placed at strategic points. Notices to indicate that unauthorised persons may not enter the campsite area shall be erected at prominent locations as agreed with the Engineer.

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

## **PS8.5 MINIMAL DISTURBANCE TO ENVIRONMENT**

### **PS8.5.1 General**

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

### **PS8.5.2 Pollution**

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

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

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

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

### **PS8.5.3 Access to properties**

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

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

### **PS8.5.4 Site maintenance**

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

### **PS8.5.5 Testing and quality control**

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

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

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

## **PS8.6 Protection of Services**

### **PS8.6.1 Existing Services**

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

### **PS8.6.2 Condition of Existing Services**

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

In the event of a dispute as to the acceptability and/or serviceability of an existing service at the commencement of the works or upon the discovery of such service, the Contractor shall bear the onus of proving that the service in question was not in an acceptable and/or serviceable state at the commencement of the works.

### **PS8.6.3 Maintenance and Protection of Existing Services**

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

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

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

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

### **PS8.6.4 Accommodation of Traffic and Pedestrians**

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

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

## **PS9 EXTENSION OF TIME ARISING FROM ABNORMAL CLIMATIC CONDITIONS**

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

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

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

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

For portions of less than one year the appropriate number of days of normal inclement weather will be determined on a pro-rata basis based on the following table:

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

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

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

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

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

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

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

**PS10 CERTIFICATES OF PAYMENT**

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

**PS11 CONSTRUCTION IN LIMITED AREAS**

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

**PS12 SPOIL MATERIAL**

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

**PS13 DRAWINGS**

Any information in the possession of the contractor which is necessary for the Engineer to complete his "record" drawings must be submitted to the Engineer before a certificate of completion will be issued. Only figured dimensions shall be used and drawings shall not be scaled unless so instructed by the engineer. The Engineer will supply any figured dimensions which may have been omitted from the drawings.

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

**PS14 SAFETY OF TRENCHES**

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

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

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

**PS15 SAMPLES**

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

**PS16 MANUFACTURER'S INSTRUCTIONS**

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

**PS17 PROPRIETARY MATERIALS**

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

**PS18 NOTICES, SIGNS, BARRICADES AND ADVERTISEMENTS**

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

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

The Engineer shall have the right to have any sign, notice or advertisement moved to another position or to have it removed from the site of the works, should it in any way prove to be unsatisfactory, inconvenient or dangerous to the general public.

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

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

**PS19 SETTING OUT OF WORK**

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

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

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

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

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

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

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

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

## **PS20 WORKMANSHIP AND QUALITY CONTROL**

The onus to produce work which conforms in quality and accuracy of detail to the requirements of the specifications and drawings rests with the contractor, and the contractor shall, at his own expense, institute a quality-control system and provide experienced engineers, foremen, surveyors, materials technicians, other technicians and technical staff, together with all transport, instruments and equipment, to ensure adequate supervision and positive control of the works at all times.

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

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

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

## **PS21 TRANSPORT OF MATERIAL**

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

## **PS22 EMPLOYMENT OF PREVIOUSLY DISADVANTAGED LOCAL LABOUR**

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

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

## **PS23 LIAISON WITH AUTHORITIES**

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

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

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

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

## Part C3.2: PROJECT SPECIFICATIONS

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

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

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

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

**PS A: GENERAL**

**PS AB: ENGINEER'S OFFICE**

**PS C: SITE CLEARANCE**

**PS D: EARTHWORKS**

**PS ME: SUBBASE**

**PS MF: BASE**

**PSA: SANS 1200 A: GENERAL**

**PSA 5: CONSTRUCTION**

**PS A 5.9: Site Meetings**

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

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

**PSA 8: MEASUREMENT AND PAYMENT**

**PSA 8.1: Measurement**

*Add the following subclause:*

**PS A 8.7: Daywork**

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

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

*Add the following to Clause A 8.8.2:*

The rate shall cover all costs in respect of the supplying, erection, moving, re-erection and maintenance of all temporary barricades, road signs, lights, flagmen, etc. that are required for the protection and safe guarding of the works (all as per the S.A. Road Traffic Signs manual) road note 13, for the construction, gravelling and maintenance of access roads and detours to the site of the works and stockpile sites, as well as for the later removal or the cleaning and tidying up thereof, for making the necessary traffic arrangements and arrangements with regard to the moving and/or re-erection of existing traffic signs, as well as all other costs to accommodate the traffic during construction.

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

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

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

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

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

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

**PSAB: SANS 1200 AB: ENGINEER'S OFFICE**

**PSAB 3: MATERIAL**

**PS AB 3.1: Nameboards**

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

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

**PSAB 5: CONSTRUCTION**

**PS AB 5.1: Nameboards**

*Add the following to Clause AB 5.1:*

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

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

**PSAB 5.6: Survey Equipment**

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

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

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

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

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

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

**PSC: SANS 1200 C: SITE CLEARANCE**

**PSC3: MATERIAL**

**PSC 3.1: Disposal of material**

*Substitute the first sentence of C 3.1 with the following:*

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

**PSC 5: CONSTRUCTION**

**PSC 5.1: Areas to be cleared and grubbed**

*Substitute the first sentence of C 5.1 with the following:*

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

Substitute the last paragraph with the following:

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

## **Part C3.3: ENVIRONMENTAL SPECIFICATIONS**

### **CONTENTS**

**C1001 SCOPE**

**C1002 ENVIRONMENTAL MANAGEMENT PLAN**

**C1003 REHABILITATION**

**C1004 EMERGENCY**

**C1006 ENVIRONMENTAL AUDITING AND PENALTIES**

**C1007 MEASUREMENT AND PAYMENT**

**C1001 SCOPE**

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

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

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

**C1002 ENVIRONMENTAL MANAGEMENT PLAN**

#### **C2.1 Objectives**

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

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

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

The Contractor will be responsible for the day-to-day implementation of the EMP. During the course of construction regular compliance audits will be undertaken. This environmental auditing will be conducted by qualified environmental practitioners.

## **C2.2 Environmental Control Officer (ECO)**

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

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

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

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

## **C2.3 Environmental Awareness Programme**

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

## **C2.4 Method Statements**

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

Such activities include but shall not be limited to:

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

The Method Statement shall cover applicable details with regard to:

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

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

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

### **C2.5 Working Areas**

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

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

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

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

## **C2.6 Clearing and stockpiling of top material**

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

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

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

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

Stockpiles shall be a maximum of 1.5 m in height

## **C2.7 On-site Workers Camp**

### **C2.7.1 Site Camp**

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

When the site selection process has been completed, the contractor will define the boundaries of the site and erect a fence with a controlled access around it if practical. All activities associated with the camp must be restricted to the demarcated area.

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

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

### **C2.7.2 Water, wastewater, and storm water**

Site occupants must have access to safe drinking water.

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

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

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

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

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

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

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

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

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

### **C2.7.3 Ablution Facilities**

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

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

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

### **C2.7.4 Fires and Cooking Facilities**

Fires will not be allowed.

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

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

### **C2.8 Stream diversion and dewatering of works**

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

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

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

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

### **C2.9 Water quality standards**

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

pH - shall be between 4.5 and 7 units

Dissolved oxygen - shall be at least 80% saturation

Temperature - shall never exceed 25 °C

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

Suspended solids - shall not exceed 10 mg l<sup>-1</sup> except during flood conditions

### **C2.10 Settlement ponds**

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

## **C2.11 Water sampling and testing**

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

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

## **C2.7 Plant and Equipment Storage Facility**

### **C2.7.1 Plant**

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

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

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

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

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

### **C2.7.2 Hazardous Materials**

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

All storage of hazardous materials must comply with legislation and regulations

## **C1003 REHABILITATION**

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

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

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

- Earthworks to reinstate the physical characteristics of the site. Here attention to the natural vertical and lateral heterogeneity in landform shall guide the reinstatement of natural areas

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

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

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

### **C1004 EMERGENCY PLANS**

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

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

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

### **C1005 ENVIRONMENTAL AUDITING AND PENALTIES**

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

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

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

It is a requirement that the contractor keep concise records of mitigatory measures undertaken at each site to minimise environmental impacts.

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

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

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

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

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

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

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

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

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

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

- (a) Environmental Control Officer (ECO) lump sum
- (b) Environmental aspects and impacts lump sum
- (c) Provision of environmental emergency measures prime cost (PC) sum
- (d) Contractor's charge to allow for handling costs and profit in respect of subitem C10.01(c) percentage (%)

- (i) Payment of the lump sum tendered in subitem C10.01(a) shall include full compensation for all costs resulting from the recruitment, employment of a designated Environmental Control Officer (ECO), the control and management of, the on-site hands-on and in-house Training for, the provision of transport to and from the training venues for, and the assistance rendered to personnel, staff and equipment engaged in construction and other tasks on the site of Works. The cost of the onsite Training facility if specified is measured and paid for under Section 1400 of the Schedule of Quantities.

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

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

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

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

- (iv) The tendered percentage in subitem C10.01 (d) is the percentage of the amount actually spent under subitem C10.01(c) that will be paid to the Contractor in full compensation for the Contractor's handling

costs and profit in respect of the provision of environmental emergency measures.

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

# Part C3.5: EPWP SPECIFICATIONS

## PART D: LABOUR SPECIFICATIONS

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

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

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

### SECTION D20300: LABOUR AND TRAINING REQUIREMENTS

#### CONTENTS

D20301 SCOPE

D20302 DEFINITIONS

D20303 ENGAGEMENT OF LOCAL LABOUR

D20304 TERMS AND CONDITIONS FOR EMPLOYMENT OF TEMPORARY WORKERS

D20305 CONTRACTUAL REQUIREMENTS

D20306 LIAISON OFFICER

D20307 TRAINING REQUIREMENTS

D20308 FORMAL TRAINING

D20301 SCOPE

The specification sets out the requirements relating to labour and the provision of training.

D20302 DEFINITIONS

The definitions given in the conditions of contract, the Contract Data and the Works Specifications, together with the following additional definitions shall, unless the context dictates otherwise, apply:

**'Key Personnel'** means all contract managers, site agents, materials and survey technicians, trainers, supervisors, foremen, skilled plant operators and the like, and all other personnel in the permanent employ of the Contractor or subcontractor who possess special skills and/or who play key roles in the Contractor's or subcontractor's operation.

**'Labourer'** means a worker statutorily defined as employees in the Basic Conditions of Employment Act, 1997, who is temporarily or permanently employed by the Contractor and subcontractors to perform

prescribed work on this Contract. **'Labour'** means labourers or workers.

**'Labour Register'** means the list of available Local Labourers compiled by the Liaison Officer in accordance with the results of his negotiations with the Contractor and the Local Community subsequent to the awarding of the Contract.

**'Local Labourer'** means a worker who is normally permanently residing in the target area(s) as defined by the Employer in the Project Specifications and who is available to be temporarily employed by the Contractor and subcontractors to perform prescribed tasks that form part of the Works.

**'Targeted Labour'** means the Local Labourers, who are defined as the target group for the Contract as normally permanently residing in the target area(s) as defined by the Employer in the Project Specifications. It is incumbent on individuals defined as Targeted Labour to demonstrate their claims to such residency on the basis of identification and association with and recognition by members of the community residing within the target area. It is incumbent on individuals to provide evidence of qualifying for the target groups.

**'Worker'** for the purposes of this specification means any person, not being one of the Contractor's key personnel, nor any key personnel of any subcontractor, who is engaged by the Contractor, a subcontractor or the Employer and paid on an hourly paid basis to participate in the execution of any part of the contract works and shall include unskilled labour, semi-skilled and skilled labour, artisans, clerical workers and the like.

**'Workforce'** means the aggregate body comprising of all workers and shall, unless the context dictates otherwise, include the workforces of the Contractor and all subcontractors.

## **D20303 ENGAGEMENT OF LOCAL LABOUR**

The temporary workforce shall, as far as practically possible, and with the exception of key personnel, be recruited/selected from the local communities living in close proximity to the project.

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

### **(a) Employment of Local Labourers**

Upon the award of the Contract the Contractor shall without delay consult with the Local Communities, the Engineer and the Employer, and appoint a Liaison Officer, if so instructed, who is mutually acceptable to all parties. The Liaison Officer shall negotiate with the Contractor and the Local Community and compile the required list of available Local Labourers called the Labour Register.

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

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

**(b) Selection of Local Labourers**

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

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

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

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

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

## D20304 TERMS AND CONDITIONS OF EMPLOYMENT FOR TEMPORARY WORKERS

The statutory Department of Labour Government Notice No. R204 of 2 March 2001: Basic Conditions of Employment Act (No. 75 of 1997): Sectoral Determination 2: Civil Engineering Sector, South Africa as amended shall apply in respect of any employer or employee associated with the contract.

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

### (a) Employment

All temporary workers (Local Labourers) who are employed for work to be executed in terms of the Contract, shall be employed by the Contractor in accordance with the abovementioned statutory legislation conditions which are consistent with and not less favourable than those set out below.

- (1) Engagement of the Local Labourers shall be of temporary nature for a period not exceeding the duration of the Contract. The duration of the employment of the Local Labourers shall nevertheless be as long as possible.
- (2) The Contractor shall in respect of every temporary worker employed by him in terms of the Contract, pay in full all amounts as may be due and payable in terms of the Workmen's Compensation Act.
- (3) At the earliest opportunity the Contractor shall give notice to the temporary workers of the termination of the project on which they are engaged, provided always that such notice shall not be less than one week.
- (4) Any temporary worker may be summarily dismissed by the Contractor for any of the following reasons:
  - Being under the influence of alcohol or drugs whilst on the site;
  - Theft of any materials, plant, tools and equipment;
  - Gross insubordination;
  - Any wilful or grossly negligent act or omission which constitutes a threat to person or property;
  - Any other reason with which the Engineer may agree that it warrants summary dismissal.

The dismissal of a temporary worker shall be effected in accordance with the applicable statutory requirements.

- (5) Where required in terms of the Contract, the Contractor shall provide transport to and from the site for the Local Labourers in a suitable vehicle complying with all the necessary safety requirements.
- (6) When a temporary worker presents himself for work but is prevented from commencing or proceeding with, or completing a task due to circumstances beyond the control of the Contractor (e.g. inclement weather) the temporary worker shall not be entitled to payment. If however, the temporary worker is unable to commence or proceed with or complete his task due to reasons within the control of the Contractor, the temporary worker shall be entitled to full payment, although he has not commenced or proceeded with or completed his task.
- (7) The Contractor shall enter into a written agreement with each temporary worker engaged by him in terms of the Contract. The conditions of employment of the temporary worker and his rate of remuneration shall be set out fully and clearly in the agreement, and the provisions of the agreement shall be strictly in accordance with the statutory legislation.

**(b) Remuneration**

Payment of salaries and wages shall comply with all statutory requirements. The Contractor shall make available to the Engineer on demand and at all reasonable times, copies of all such statements and any other records as the Engineer may request, for the purposes of validating the accuracy of payments made to temporary workers.

**(c) Transporting of Local Labourers**

The Contractor shall provide satisfactory and suitable scheduled daily return transport for the labourers recruited in the local community between agreed assembly points in the residential area of the local community and the areas on the Site where the labourers or groups of labourers have to report for the various tasks allotted to them. A Prime Cost Sum is provided in the pay item specified and included in the Bill / Schedule of Quantities to cover the cost of transporting Local Labourers.

**D20305 CONTRACTUAL REQUIREMENTS**

**(a) Legislation**

The Contractor shall comply with the following relevant legislation:

Basic Conditions of Employment Act 75 of 1997

Labour Relations Act 66 of 1995

Employment Equity Act 55 of 1998 (Chapters 1 and 2)

Occupational Health and Safety Act 85 of 1993

Compensation for Occupational Injuries and Diseases Act 130 of 1993

Skills Development Act of 1998

The onus shall be on the Contractor to ensure that all statutory requirements applicable to the employment of Labour are observed.

**(b) Labour content**

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

$$LC = \frac{\sum_{1}^N \text{Value of wages and allowances of labourers}}{\text{Total Rand value of the Labour content}}$$

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

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

**(c) Targeted Labour**

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

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

**(d) Records and reporting**

The Contractor shall maintain accurate and comprehensive records of all workers engaged on the contract and shall provide the Engineer at monthly intervals from the commencement of the contract, interim records substantiating the actual numbers of employment opportunities, which have been generated to date measured in worker days and the amount actually paid in respect thereof. Such interim records shall be in a format approved by the Engineer.

The Contractor's Labour Content performance will be measured monthly in order to monitor the extent to which he is striving to reach the specific minimum target value set for the Contract Participation Goal (CPG) provided in the Contract. The Contractor shall prepare and attach to his payment certificates, in a form approved by the Employer, a schedule which lists the names, identity numbers, nationality, gender, trade/occupation, period of employment, employment number, wage rate, and allowances payable in respect of Labour, including the Rand value of wages and allowances paid, both on a cumulative basis and over the period for which payment is claimed.

The completed forms shall accompany the Contractor's monthly claim presented to the Engineer for payment of certified completed work. The Employer reserves the right to delay payments due to the Contractor should the Contractor fail to provide any item of required documentation to the approval of the Engineer.

The Contractor shall, on completion of the contract, and as a pre-requisite event to the release of any retention money in terms of the conditions of contract, provide the Engineer with independently audited documentary evidence of the total amount actually paid to the workforce and the number of workers days generated during the contract.

**D20306           LIAISON OFFICER**

**(a)   Appointment**

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

**(b)   Duties of the Liaison Officer**

The Liaison Officer shall:

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

- (xi) carry out specific tasks ordered by the Engineer;
- (xii) perform such other duties as required and agreed upon between all parties concerned.

**(c) Remuneration**

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

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

**(d) Transport of Liaison Officer(s)**

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

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

**D20307 TRAINING REQUIREMENTS**

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

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

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

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

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

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

**(a) Training of Local and other Labourers**

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

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

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

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

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

**(b) Training for Emerging Contractors**

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

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

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

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

**(c) Labourers remunerated during training**

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

**(d) Non-compliance**

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

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

**D20308 FORMAL TRAINING**

**(a) General**

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

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

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

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

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

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

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

**(b) Accredited training and attendance**

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

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

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

**(c) Supervisors**

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

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

**(d) Training records and certificates**

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

**(e) Labour / Training Agent**

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

**(f) Training centre**

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

**Pro Formas included**

C3.5.1 Poverty Alleviation & Job Creation report

**3.5.1 POVERTY ALLEVIATION & JOB CREATION  
(OVERALL PROJECT NEW WORKER SCHEDULE)**

Project Name: \_\_\_\_\_

Contract No: \_\_\_\_\_ Month of Report: \_\_\_\_\_ Sheet No: \_\_\_\_\_

Contractors Name: \_\_\_\_\_

Total value of Contract /Project: \_\_\_\_\_

Names of all **NEW Workers** employed this month are to be entered in the table below

Name of Worker	Identity Number	Age of Worker	Nr of Labour Days	Daily Wage Rate	Nr of Training Days	"y" or "tick" if Yes				
						PDI	Woman	Disabled	Local	Education Level
<b>TOTALS FROM PREVIOUS SHEET:</b>										
<b>TOTALS FOR THIS SHEET:</b>										
<b>TOTALS CARRIED FORWARD TO NEXT SHEET:</b>										

**COMPLETED BY:**

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

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

#### **C4 SITE INFORMATION**

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

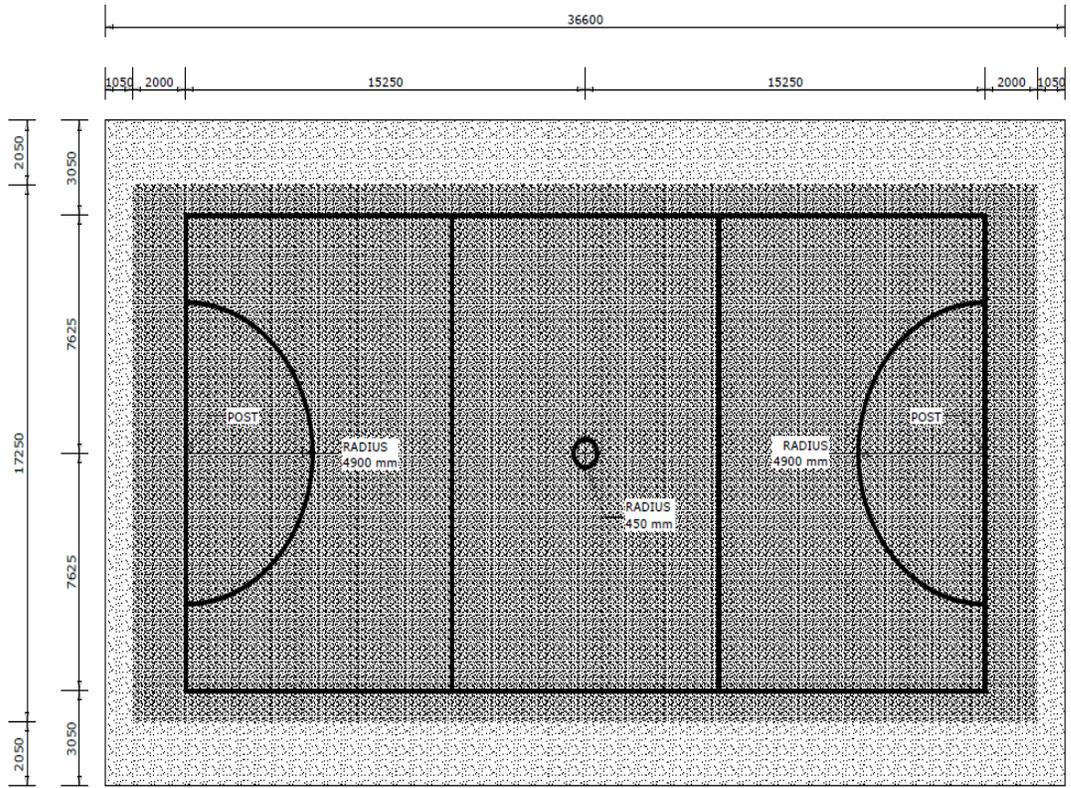
Access to the site is via existing paved and gravel roads

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

#### **NATURE OF GROUND AND SUBSOIL CONDITIONS**

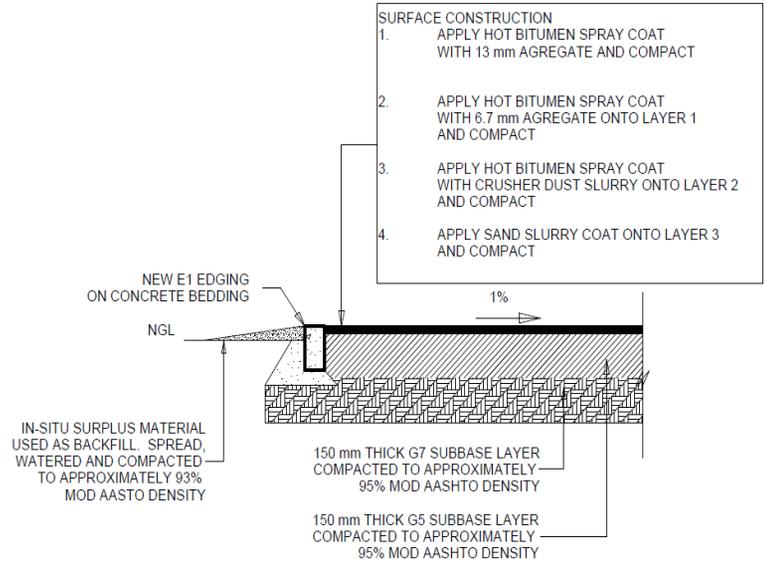
The Contractor is responsible to obtain and supply all material that must comply with the minimum requirements for the specified material, as well as to spoil sites and sources of material on site that may be required by the contractor. No payment will be made for the above and payment will be deemed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

# ANNEXURE A – TENDER DRAWINGS



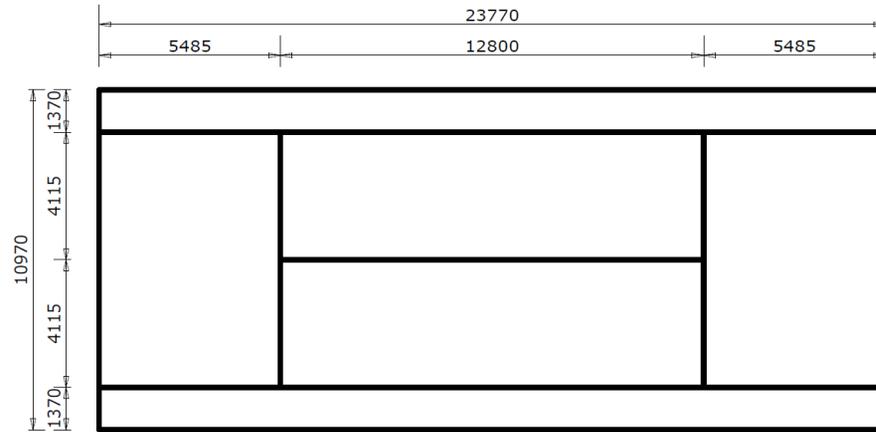
NETBALL COURT DIMENSIONS  
SCALE 1:150

## Typical Hardcourt Detail:

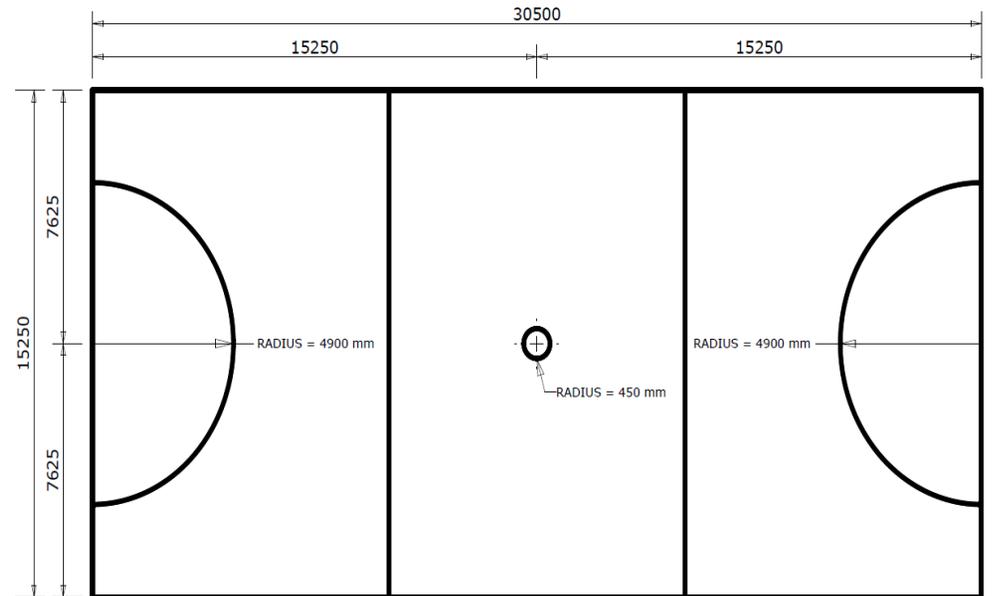


DETAIL B  
COURT CROSS SECTION

**Typical HardCourt Line Layout Detail:**



TENNIS COURT  
LINE PAINTING LAYOUT

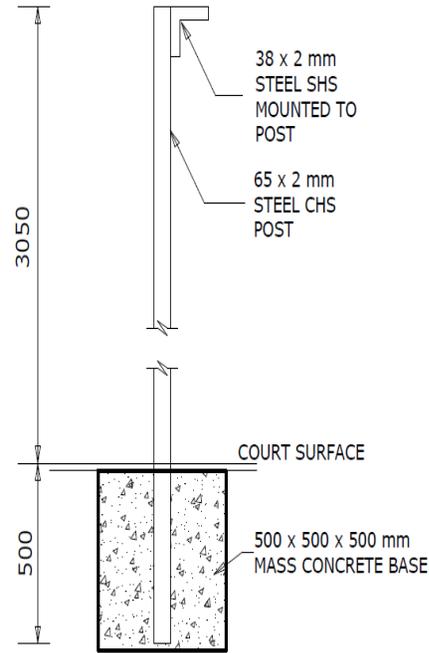


NETBALL COURT  
LINE PAINTING LAYOUT

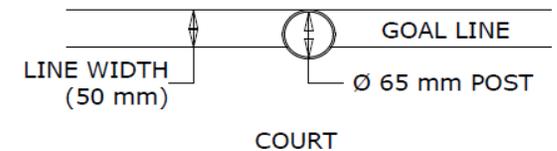
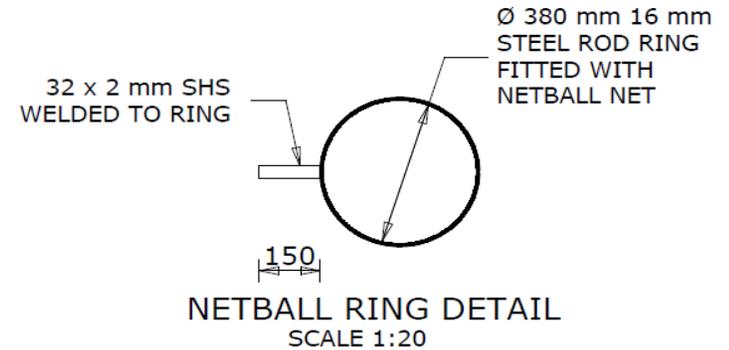
## Typical Netball Post Detail:

### NETBALL POST CONSTRUCTION NOTES

- POST HEIGHT FROM GROUND LEVEL IS 3050 mm + 500 mm.
- POST DIAMETER IS A 65 x 2 mm STEEL CHS, WITH A 38 x 2 mm SHS STEEL SLEEVE, 150 mm LONG MOUNTED TO THE TOP END OF POST.
- THE RING EXTENDS 150 mm FROM THE GOAL POST AND MUST INCLUDE A STANDARD NETBALL NET.
- RING IS 380 mm INTERNAL DIAMETER, MADE OF A 16 mm STEEL ROD WELDED TO A 150 mm LONG 32 x 2 mm SHS TOW TO FIT INTO THE 38 x 2 mm SLEEVE MOUNTED ON POST (EXAMPLES TO BE SEEN AT VAN RIEBEECK STADIUM)
- THE POST MUST BE INSTALLED AS A PERMANENT FIXTURE WITH AT LEAST A 500x500x500mm 15 MPa MASS CONCRETE BASE INTO COURT SURFACE AND NEATLY WORKED OF TO MIMIC COURT SURFACE LEVELS
- ALL STEELWORK NEEDS TO BE GALVANIZED AFTER CONSTRUCTION AND BEFORE INSTALLATION
- PAINT ALL POSTS WITH AN INDUSTRIAL, MATT FINISH, WHITE OIL BASED PAINT



NETBALL POST DETAIL

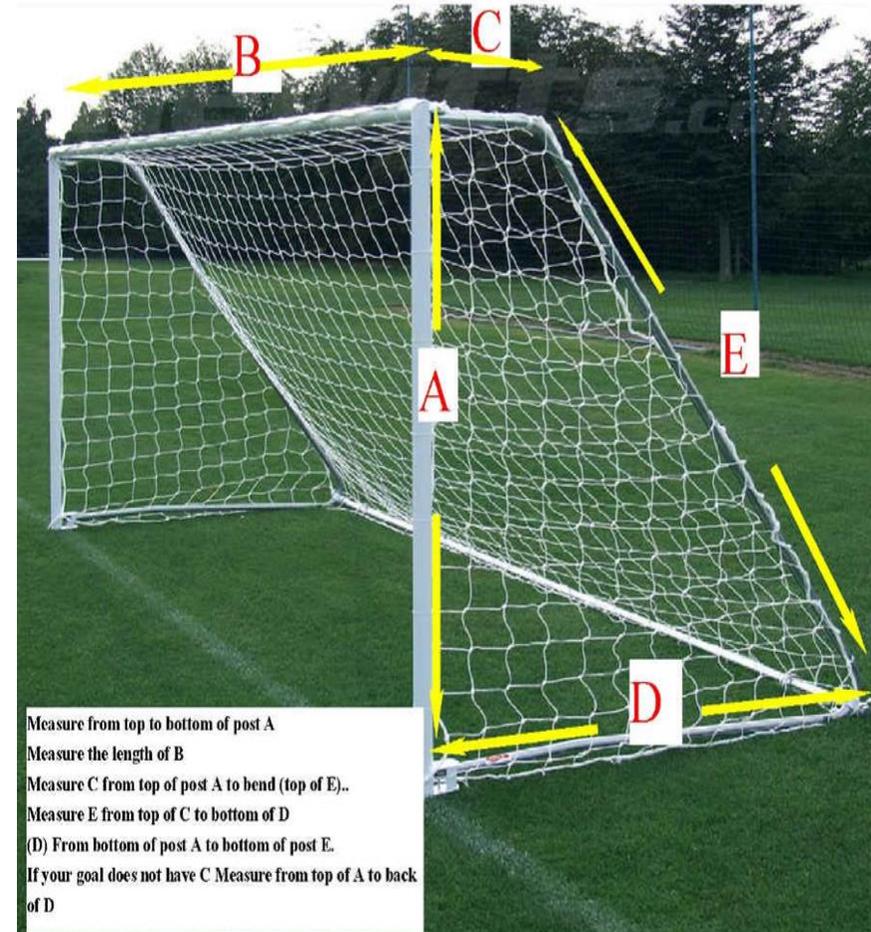


POST PLACING RELEVANT TO LINE

## Typical Soccer Goal Post Detail:

### Specifications

- a. All measurements to be taken as inside measurement.
- b. Build and supply two side boxes per goal post as for A-C-E-D in photo below with A as the main post from round steel tubing 101 x 2mm to a height of 1800 mm (internal dimension) from ground level to crossbar B and C, D & E from 76 x 2mm Round steel tubing with C 800mm and D 1700mm long.
- c. Weld two 300mm sleeves at a 90° angle onto and to the insides of each of the side boxes, one on the A-C corner and one on the D-E corner from 76 x 2mm Round steel tubing to fit the crossbar and back pole.
- d. Supply and deliver two 1200mm lengths Round steel tubing 80 x 2mm to fit tightly over the sleeves, one as a crossbar and one as a back pole.
- e. Supply 8, 10 x 90mm galvanized bolts and drill two 10mm holes at 100mm intervals into each end of the back pole and cross bare as well as each of the sleeves so that they are in line and from front to back of the goal post and as to secure the pole set with the bolts.
- f. All steel work as for above needs to be galvanized after construction and before delivering.
- g. Paint all posts with an industrial, matt finish, Polyurethane paint, white.
- h. These need to be repeated as to deliver two goal posts as one set.
- i. Supply two standard soccer net, 2.5mm PP nylon with 40 mm rectangular holes.



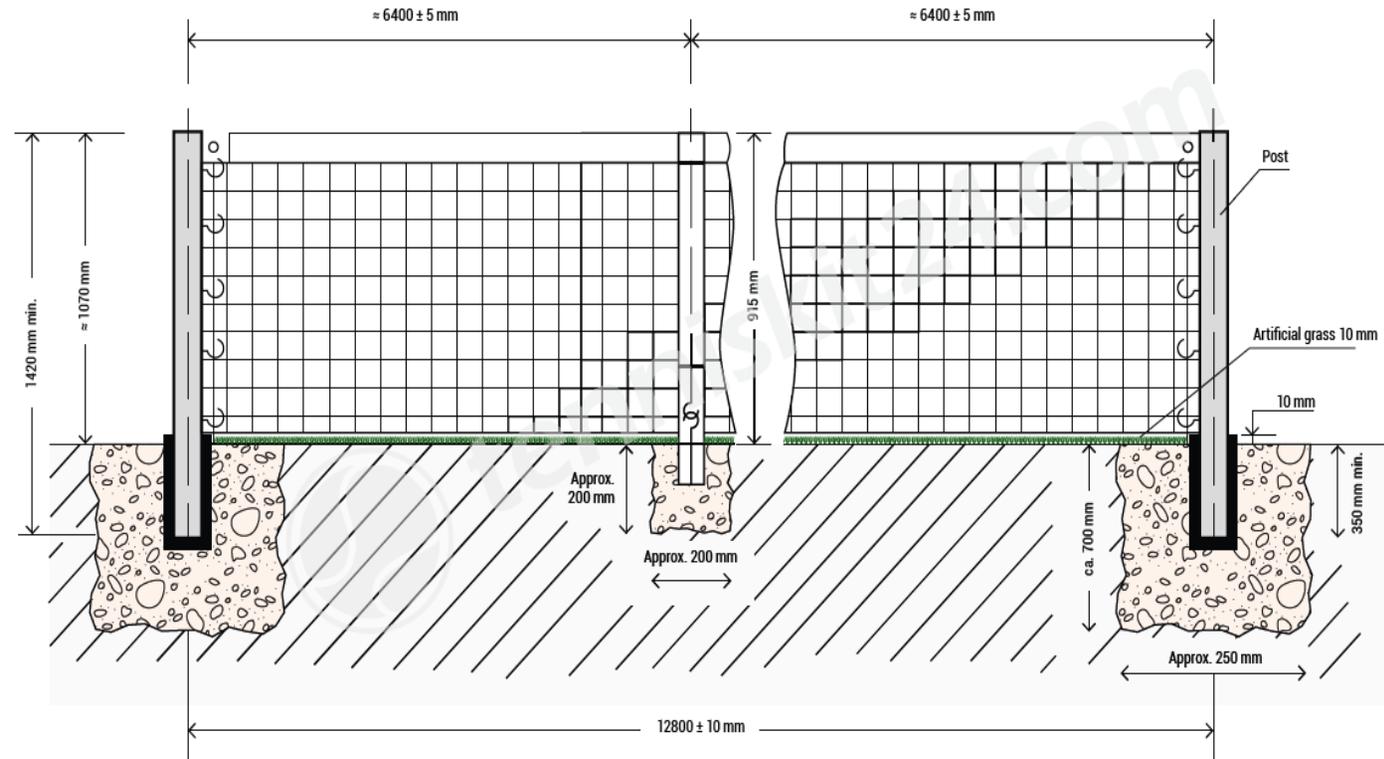
### Typical Hockey Goal Box Details:

- Frame of Goal box must consist of 50x50x2mm SHS with a back board of 3mm steel plate and nylon netting as per typical details.
- The inner size of the goal box must be 813 x 533 x 305 mm
- With 50x50x3mm nylon netting



## Typical Tennis Court Detail:

- Heavy-duty, Round Socketed Tennis Posts created from 76mm Steel
- Posts given a Wimbledon Green, powder coated finish
- Posts possess excellent scratch-resistant & weatherproof qualities
- Perfectly suited for grass and hard courts – indoor or outdoor
- Package includes a high-quality brass winder mechanism
- Typical Tennis Court Netting



## **SECTION 2.3: CONDITIONS OF CONTRACT**

### **2.1.1 Disclaimer**

#### **Guidelines**

The General Conditions of Contract for Construction Works, Third Edition (2015) published by the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685, is applicable to this Contract and is Obtainable from [www.saice.org.za](http://www.saice.org.za)

The contractor is deemed to have referred to the above-mentioned documents for the full intent and meaning of each clause.

The ASAQS Preliminaries (November 2007 edition) published by the Association of South African Quantity Surveyors for use with the said Minor Building Works Contract Agreement shall be deemed to be incorporated in these bills of quantities

The ASAQS Model Preambles for Trades (November 2008 edition) as 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 Model Preambles will be entertained.

Supplementary preambles are incorporated in these bills of quantities to satisfy the requirements of this project. Such supplementary preambles shall take precedence over the provisions of the said Model Preambles.

The ASAQS Standard System of Measuring Building Work, Seventh Edition (2015) as 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 Standard System.

#### **General**

Contractors are referred to the above-mentioned documents for the full intent and meaning of each clause thereof.

These clauses are hereinafter referred to by clause number and heading only. Where standard clauses or alternatives are not entirely applicable to this agreement such modifications, corrections or supplements as will apply are given under each relevant clause heading and such modifications, corrections or supplements shall take precedence notwithstanding anything contrary contained in the above-mentioned documents.

### **2.1.2 CONTRACT SPECIFIC DATA:**

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

#### Compulsory Data

Clause 1.1.1. 12                    “Day” shall mean a calendar day

Clause 1.1.1.13                 The Defects Liability Period is 12 Months

Clause 1.1.1.14                 The time for achieving Practical Completion is determined per project. Budget planning is over multiple financial years

Clause 1.1.1.5	The "Commencement Date" shall be the date the site is handed over to the Contractor and after the guarantees have been delivered.
Clause 1.1.1.15	The Employer is: Mossel Bay Municipality in the procurement and execution of this contract, represented by the Manager Engineering Services & Projects and/or such other person or persons duly authorized thereto by the Employer in writing. The Employers representative is Mr. H Schoeman for the purpose of this contract
Clause 1.2.1	The Employer's address for receipt of communication is: Mossel Bay Municipality PO Box 25 101 Marsh Street MOSSSEL BAY 6500 Tel: +27 44 606 5073 e-mail: admin@mosselbay.gov.za
Clause 1.1.1.26	The Pricing Strategy is rates only contract. The tender will be evaluated on an 80/20 preference point system and the included quantified Bill of Quantities will be used to determine the preferred bidder.
Clause 1.1.1.28	Scope of Work means the document(s) containing the Standard Specifications, the Project Specifications and the Drawings, that specifies and describes the Works, which are to be provided, and any other requirements and constraints relating to the manner in which the work is to be performed."
Clause 5.1.1	The non-working days are Mondays to Fridays outside normal working hours (17h00 to 7h00), Saturdays (13h00 to 00h00), Sundays and all gazetted public holidays.
Clause 5.8.1	The special non-working days are: a) special gazetted public holidays b) The year-end break traditionally commencing on 16 December and ending the first Monday after New Year (January) the following year.
Clause 5.3.1	The documentation required before commencing with the works are: 1. Health and Safety Plan   Health and Safety Risk Assessment ( Refer to Clause 4.3) 2. Initial Programme (Refer to Clause 5.6) 3. Security (Performance Guarantee Clause 6.2) 4. Insurance (Clause 8.6)
Clause 5.3.2	The time to submit the documentation required before commencement of Works is 14 days. Failure to provide acceptable documentation or any documentation within in the stipulated time, the Employer may terminate the Contract in terms of Clause 9.2, alternatively a reasonable penalty fee, determined by the Employer Representative, can be imposed on the Contractor.

- Clause 5.13.1 The penalty for delay is R500 (VAT exclusive) per calendar day or part thereof; plus, the cost of site supervision by client's personnel at R3 600.00 per calendar day. The penalty for non-compliance to Health and Safety regulations will amount to R2500.00 per incident per day.
- Clause 5.14.1 The requirements for achieving Practical Completion are to be fit for the intended purpose and occupation without danger or undue inconvenience to the Employer.
- Clause 5.5.1 It is estimated that the works shall be completed on / before **the final completion date as per the approved construction program**, including the Contractor's year end break/s and special non-working days, as envisaged by the Employer.
- Clause 5.16.3 The latent defect liability period is ten (10) years after the issue of the Final Approval Certificate.
- Clause 6.2 No performance guarantee will be accepted. Only retention guarantee will be allowed
- Clause 6.8.2 The value of payment certificates will not be adjusted in accordance with the Contract Price Adjustment Schedule of GCC 2015.
- Clause 6.10.1.5 The percentage limit on materials not yet built into the Permanent Works is **80%** upon proof of ownership.
- Clause 6.10.2 "Payment to the Contractor for any materials on site shall only be authorized after proof of ownership by the Contractor has been lodged with the Employer in the form of receipted invoices or other acceptable documents."
- Clause 6.10.3 A retention amount of 10% on each claims certificate (excluding CPA and VAT) will be withheld up to the limit of 10% of the total construction cost. On completion per project the retention amount will be reduced to 5% of said construction cost.
- Clause 6.10.4 The first payment certificate will only be processed after the completion of site establishment to the satisfaction of the Employer and/or Engineer.
- Clause 8.6.1 Insurances to be effected and maintained by the Contractor at **his own cost**.
- Clause 8.6.1.1.1 The Contract Price plus the indemnity values in sub clauses 8.6.1.1.2 and 8.6.1.1.3
- Clause 8.6.1.1.2 The value of the materials supplied by the Employer to be included in the insurance sum is **R0.00 – Nil**.
- Clause 8.6.1.1.3 The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is **R0.00 – Nil**.
- Clause 8.6.1.2 South African Special Risks Insurance Association (SASRIA) cover must be arranged on motor vehicles, plant, site accommodation, tools and equipment.
- Clause 8.6.1.3 The limit of the liability insurance required is **R1,000,000.00** for any single claim

Clause 8.6.1.4. Specific insurance cover for where execution of the Works involves the risk of removal or interference with support / temporary works. The limit of the liability insurance required is **R500,000.00** for any single claim. The Contractor is to notify the Employer at date of commencement of works where lateral support cover would be required.

Clause 10.3 Dispute resolution shall be by **amicable settlement**, failing which will be immediately referred to **adjudication** which will be final and binding.

### 2.1.3 **Optional Data**

Clause 4.4.1 The Contractor shall not subcontract more the 25% of the whole Contract, unless approval is provided by the Employer.

Clause 6.3 Variation or Expansion of Works Orders shall be limited to 20% of the Contract Value to increase or decrease in any work included in this Contract.

Clause 2.2.1 The Contractor shall only take instructions from the Employer Representative for this Contract Works to carry out additional work.

### 2.1.4 **SITE ESTABLISHMENT AND PROTECTION OF THE PUBLIC**

Notes:

No danger tape shall be used for barricading. Construction Signage must be visible to all persons at all times. Construction Site and all excavations to be fenced off with a rigid orange nylon netting.

The contractor must provide temporary toilette facilities during construction for his own personal. These facilities must be paid for by the contractor and can be claimed under the preliminary and general item in the Bill of Quantities.

## **SECTION 2.4: PRICING DATA (Bill of Quantities)**

2.2.1 Pricing and Award: Please note that the project is funded by a Council Vote and awarding of Tender is subject to availability of these funds and final approval from the Municipality.

2.2.3 A preferred and alternative bidder may be appointed depending on the responsiveness of bidders.

2.2.4 **Bidders MUST tender for each line item in the pricing schedule to be considered for evaluation. Should the bidder fail to tender for each line item as stated, the bidder will not be evaluated and the bid will be seen as non-responsive. If no rate will be charged, please indicate it as N/A or R0.**

2.2.5 This tendered will be awarded for Rates Only. The estimated quantities are only for evaluation purposes.

2.2.6 It will be expected from the successful Contractor to provide a quotation on the required works based on the rates tendered before commencement of works.

2.2.7 All prices should include supply, delivery and installation. All rates to be VAT inclusive.

2.2.8 Service Providers to allow for all indirect cost, including Indemnity Insurance-, Risk and Liability-insurance, Cost of Foreman, Admin and other Supervision, Cost of Plant and Equipment hire etc., and other Preliminary and General cost not listed.

### **2.2.9 PROVISIONAL SUMS**

Quotations will be requested for any related services from the Contractor.

In the case for purchase of materials and equipment or tools required to carry out the needed Works, Proven Cost to be submitted for materials used inclusive of VAT.

### **2.2.10 PRIME COST AMOUNTS**

Where indicated, Contractor to add for fixation, tools, labour and profit on PC Amounts.

### **2.2.11 OTHER**

#### **2.2.11.1 SPECIFIED ITEMS**

\* Indicating any similar approved products. If similar products to be used, it must be specified by the Contractor in the quotation document, failure to comply can lead to the elimination as preferred bidder.

#### **2.2.11.2 PAYMENTS**

Employer shall only pay the Contractor for works completed and in terms of the provision of the Contract.

The Contractor shall provide documentary proof of ownership for any claim for Material on Site.

The Contractor need to provide a statement which he/she considers due to him/her. The Employer Representative will issue a Payment Certificate and Payment Summary for Work completed if in agreement with the Contractor.

The original and signed Payment Certificate and Payment Summary must be handed in to Creditors section

together with the Contractor invoice reflecting the amount as on the Payment Certificate. Documentation can be submitted via e-mail to [creditors@mosselbay.gov.za](mailto:creditors@mosselbay.gov.za) or per hard copy at 101 Marsh Street, Mossel Bay.

Invoices will not be approved for payment if the Payment Certificate and Payment Summary are not provided and it remains the responsibility of the Contractor to ensure correct information is provided.

**SPORTS COURT CONSTRUCTION & RESURFACING**

**SCHEDULE OF QUANTITIES SUMMARY**

<b>SECTION</b>	<b>DESCRIPTION</b>	<b>AMOUNT (inclusive of VAT) 1 July 2025 to 30 June 2026</b>	<b>AMOUNT (inclusive of VAT) 1 July 2026 to 30 June 2027</b>	<b>AMOUNT (inclusive of VAT) 1 July 2027 to 30 June 2028</b>
A	PRELIMINARY AND GENERAL			
B	CONSTRUCTION OF NEW HARDCOURT			
C	RESURFACING OF HARDCOURTS			
SUB TOTAL				
D	Plus: CONTINGENCIES @ 10% of SUBTOTAL			
TOTAL				
TOTAL (Year 1 + 2 + 3) CARRIED OVER TO FORM OF OFFER				

**SPORTS COURT CONSTRUCTION & RESURFACING**

SCHEDULE OF QUANTITIES

ITEM NO.	PAYMENT	DESCRIPTION	UNIT	QTY	RATE (2025/2026)	AMOUNT (2025/2026)	RATE (2026/2027)	AMOUNT (2026/2027)	RATE 2027/2028)	AMOUNT (2027/2028)
	SANS 1200	<b><u>SECTION A: PRELIMINARY AND GENERAL</u></b>  This section is constructed to cover all obligations and requirements of the GCC, Conditions of Tendering, the Specifications, the Project Specifications and liabilities not covered by the remainder of the Schedule of Quantities. In addition to the Items listed below, the Contractor is to state clearly hereunder the description of the item and compensation required which he requires to claim for separately from the rates tendered in the sections of the remainder of the Schedule of Quantities. The Engineer reserves the right to advance to the Contractor any such proportion of the stated sums which he considers the Contractor to have complied with.								
<b>A 1</b>	<b>AA 8.3</b>	<b>FIXED-CHARGE AND VALUE-RELATED ITEMS</b>								
A 1.1	AA 8.3.1	Contractual requirements								
A1.1.1		Project value of up to max R 300 000	Sum	1						
A1.1.1.1		Ekstra over for item A1.1.1: Project value of min R 300 000 to max R 750 000	Sum	1						

A1.1.1.2		Project value of min R 750 000 to max R 1 500 000	Sum	1						
A1.1.1.3		Project value of more than R 1 500 000	Sum	1						
A 1.2		Occupational Health & Safety Act: Make provision to maintain all the requirements of the Health & Safety Act (Act 85 of 1993) and the Construction Regulations (Government Gazette No. 37305 dated 07 February 2014 where applicable) or as amended for the full duration of the project.								
A 1.2.1			Sum	1						
A1,3		Establish of Plant Transport and setup of required plant/machinery	Sum	1						
A1,4		De-Establish of Plant Transport and Clearing of Site	Sum	1						
A 1.5	AA 8.3.3	General responsibilities and other fixed-charge obligations. Make provision for any costs of the Contractor for which there has not been provided for elsewhere:								
A 1.5.1		Specify: .....	Sum	1						
A 2	AA 8.4	<b>TIME-RELATED ITEMS</b>								
A2.1		Contractual Requirements								
A2.1.1		Project value of up to max R 300 000 Ekstra over for item A2.1.1:	Sum	1						

A2.1.1.1		Project value of min R 300 000 to max R 750 000	Sum	1					
A2.1.1.2		Project value of min R 750 000 to max R 1 500 000	Sum	1					
A2.1.1.3		Project value of more than R 1 500 000	Sum	1					
A 2.2	AA 8.4.5	Other time-related obligations. Make provision for any costs of the Contractor for which there has not been provided for elsewhere:							
A 2.1.1		Specify: .....	Weeks						
A3		<b>Fixed Penalties per occurrence</b>							
A3,1		OHS related non-compliance during construction							
A3,1,1		Critical Finding not Resolved in 7-days	No	0	-2500		-2650		-2800
A3,2		Per calendar day for late completion as per approved construction program for each site	No	0	-2500		-2650		-2800
TOTAL SECTION A: CARRIED FORWARD TO SUMMARY									

**SPORTS COURT CONSTRUCTION & RESURFACING**  
**SCHEDULE OF QUANTITIES**

ITEM NO.	PAYMENT	DESCRIPTION	UNIT	QTY	RATE (2025/2026)	AMOUNT (2025/2026)	RATE (2026/2027)	AMOUNT (2026/2027)	RATE (2027/2028)	AMOUNT (2027/2028)
	SANS 1200	<b><u>SECTION B: CONSTRUCTION OF NEW HARDCOURTS:</u></b>								
<b>B 1</b>	<b>DA</b>	<b>EARTHWORKS</b>								
B 1.1	C 8.2.1	Clearing and grubbing	m <sup>2</sup>	800						
B 1.2		Remove 100mm topsoil to stockpile and maintain	m <sup>3</sup>	80						
B 1.3		Compaction of in-situ material to 93% Mod AASHTO density								
B 1.3.1		Works within 0 to 15km from Mossel Bay CBD	m <sup>2</sup>	264						
B 1.3.2		Ekstra over for item B 1.3.1 16 to 25 km	m <sup>2</sup>	264						
B 1.3.3		26 to 55 km	m <sup>2</sup>	264						
B 1.4	DA 8.3.4	150 mm Thick G7 material from commercial sources compacted to 98 % Mod AASHTO density								
B 1.4.1		Works within 0 to 15km from Mossel Bay CBD	m <sup>3</sup>	40						
B 1.4.2		Ekstra over for item B 1.4.1 16 to 25 km	m <sup>3</sup>	40						

B 1.4.3		26 to 55 km	m <sup>3</sup>	40						
B 1.5	DA 8.3.4	150 mm Thick G5 material from commercial sources compacted to 98 % Mod AASHTO density								
B 1.5.1		Works within 0 to 15km from Mossel Bay CBD	m <sup>3</sup>	40						
B 1.5.2		Ekstra over for item B 1.5.1 16 to 25 km	m <sup>3</sup>	40						
B 1.5.3		26 to 55 km	m <sup>3</sup>	40						
B1.6		Modified AASHTO Density test (Provisional)	No	6						
B1.7		Excavate and dispose material to a site provided by the contractor.								
B1.7.1		Spoil within 25 km of project location	m <sup>3</sup>	70						
B1.7.1.1		Ekstra over for item B1.7.1: 26 to 50 km	m <sup>3</sup>	70						
B1.7.1.2		51 to 75 km	m <sup>3</sup>	70						
B1.7.1.3		76 to 100 km	m <sup>3</sup>	70						
B 2	<b>G 8.4</b>	<b>CONCRETE</b>								
B 2.1	G 8.4.3	Unreinforced concrete cast against excavated surfaces								
B 2.1.1		Class 15MPa/19mm mass concrete base (Posts)	m <sup>3</sup>	0,25						

B 2.2		Reinforced concrete cast against excavated surfaces								
B 2.2.1		Class 25MPa/19mm mass concrete	m <sup>3</sup>	160						
B 2.2.2		Supply and Deliver High Tensile Reinforcing Steel on site	Prov Sum	1	45000	45000	45000	45000	45000	45000
B 2.2.3		Contractor's Cost and profit on Item B2.2.2 (State % and extend as an amount)	%	45000						
B 2.2.4		Fixing and installation of High Tensile Reinforcing Steel	kg	2488						
B 3	<b>MK 8.2</b>	<b>KERBING</b>								
B 3.1	MH 8.2.1 (b)	Supply, install and kerk Figure 11 precast edging kerb on concrete bedding at perimeter of court and reinstate surrounding surface flush to new edging	m	40						
B 3.2		Supply, install and kerk Figure 10 B precast edging kerb on concrete bedding at perimeter of court and reinstate surrounding surface flush to new edging	m	40						
B3.3		Supply, install and kerk precast inlet kerb 750 on concrete bedding at perimeter of court and shape outlet to allow stormwater downwards flow	unit	1						

B3.4	Supply, install and kerk Figure 3 precast barrier kerb on concrete bedding at perimeter of court and reinstate surrounding surface flush to new edging	m	40						
B 4	<b>SURFACE CONSTRUCTION</b>								
B 4.1	Supply and install hot bitumen spray coat with 13 mm aggregate	m <sup>2</sup>	400						
B 4.2	Supply and install hot bitumen spray coat with 6,7 mm aggregate	m <sup>2</sup>	400						
B 4.3	Supply and install hot bitumen spray coat with crusher dust slurry	m <sup>2</sup>	400						
B 4.4	Supply and install sand slurry coat	m <sup>2</sup>	400						
B 4.5	Continuously graded (medium) (25 mm final thickness Labour Intensive Aspalt)	m <sup>2</sup>	400						
B 4.6	Continuously graded (Fine) (20 mm final thickness Labour Intensive Aspalt)	m <sup>2</sup>	400						
B 4.7	Labour Intensive Asphalt (25mm final thickness with 800m <sup>2</sup> court size)								
B 4.7.1	Filler - LBS Filler	kg	9200						
B 4.7.2	Sand - Crusher Dust	kg	23000						
B 4.7.3	Aggregate - 6.7 mm road stone	kg	3680						

B 4.7.4		Aggregate - 9.5 mm road stone	kg	5980						
B 4.7.5		Binder - 60% anionic emulsion	kg	4140						
B 4.8		Slurry seal Coat (5mm final thickness)	m <sup>2</sup>	800						
B 8		<b>HARDCOURT EXTRAS</b>								
B 8.1		Netball Goal Posts Supply and install Netball post as per Detail drawing	No	2						
B 8.2		Supply and install Netball ring and net as per Detail drawing	No	2						
B 8.3		Tennis posts Supply, deliver and install Tennis Post and netting with measurement of 12,8m x 1,07m for the net and 76 x 3 mm x 1,42m in lenght for the post as per detail drawing	No	1						
B 8.4		Mini Soccer Goal Posts Supply, deliver and install Soccer Goal Post and netting with inner measurement of 1,8m x 1,2m as per detail drawing	No	2						
B 8.5		Mini Hockey Goal Box Supply, deliver and install Hockey Goal Box with inner measurement of 813mm x 533mm x 305mm as per detail drawing	No	2						

B 9	<b>SURFACE AND LINE PAINTING</b>								
B 9.1	Supply and apply two layers of mixture sand, fibre and latex coating ratio (uncoloured)	m <sup>2</sup>	800						
B 9.2	Supply and apply two layers of fibre and latex coating (coloured)								
B 9.2.1	Green	m <sup>2</sup>	200						
B 9.2.2	Blue	m <sup>2</sup>	200						
B 9.2.3	Red	m <sup>2</sup>	200						
B 9.2.4	Natural (Brown)	m <sup>2</sup>	200						
B 9.3	Supply and apply one layer of latex and water seal coat	m <sup>2</sup>	800						
B 9.4	Pre-Mix 100% Pure Flexible Acrylic Emulsion or Similar Approved	m <sup>2</sup>	400						
B 9.5	Supply and apply line painting with 65 % acrylic paint in a straight line and with curvatures								
B9.5.1	Up to 45 mm in width								
B9.5.1.1	Yellow	m	18						
B9.5.1.2	White	m	18						
B9.5.1.3	Red	m	10						
B9.5.1.4	Blue	m	10						
B9.5.2	46 to 75 mm in width								
B9.5.2.1	Yellow	m	16						
B9.5.2.2	White	m	16						
B9.5.2.3	Red	m	10						
B9.5.2.4	Blue	m	10						

B9.5.3		76 to 100 mm in width								
B9.5.3.1		Yellow	m	16						
B9.5.3.2		White	m	16						
B9.5.3.3		Red	m	10						
B9.5.3.4		Blue	m	10						
B 10.		<b>OTHER HARD COURT RELATED FITTINGS AND MATERIALS</b>	Prov Sum	1	R 100 000					
B10.1		Percentage Mark-Up on Fittings and Materials not listed in this pricing Schedule (State % and extend as an amount)	%	100 000						
<b>TOTAL SECTION B: CARRIED FORWARD TO SUMMARY</b>										

**SPORTS COURT CONSTRUCTION & RESURFACING**  
**SCHEDULE OF QUANTITIES**

ITEM NO.	PAYMENT	DESCRIPTION	UNIT	QTY	RATE (2025/2026)	AMOUNT (2025/2026)	RATE (2026/2027)	AMOUNT (2026/2027)	RATE (2027/2028)	AMOUNT (2027/2028)
	SANS 1200	<b>SECTION C: RESURFACING OF HARDCOURTS</b>								
C 1		<b>SURFACE PREPERATION</b>								
C 1.1		Surface cleaning: broom with water & chlorine solution	m <sup>2</sup>	800						
C 1.2		Rinse area with water (municipal pressure)	m <sup>2</sup>	800						
C 1.3		Remove existing wearing course	m <sup>2</sup>	800						
C 2		<b>SURFACE COATING AND LINE PAINTING</b>								
C 2.1		Supply and apply two layers of sand, fibre and latex coating (uncoloured)	m <sup>2</sup>	800						
C 2.2		Supply and apply line painting with 65 % acrylic paint in a straight line and with curvature								
C 2.2.1		Up to 45 mm in width								
C 2.2.1.1		Yellow	m	18						
C 2.2.1.2		White	m	18						
C 2.2.1.3		Red	m	10						
C 2.2.1.4		Blue	m	10						
C 2.2.2		46 to 75 mm in width								
C 2.2.2.1		Yellow	m	16						
C 2.2.2.2		White	m	16						
C 2.2.2.3		Red	m	10						
C 2.2.2.4		Blue	m	10						
C 2.2.3		76 to 100 mm in width								
C2.2.3.1		Yellow	m	16						

C2.2.3.2	White	m	16						
C2.2.3.3	Red	m	10						
C2.2.3.4	Blue	m	10						
C 2.3	Supply and apply one layer of sand, fibre and latex coating (uncoloured) stabilized with 3% cement	m <sup>2</sup>	800						
C 2.4	Supply and apply one layer of sand, fibre and latex coating (uncoloured)	m <sup>2</sup>	800						
C 2.5	Supply and apply two layers of fibre and latex coating (coloured)								
C 2.5.1	Green	m <sup>2</sup>	200						
C 2.5.2	Blue	m <sup>2</sup>	200						
C 2.5.3	Red	m <sup>2</sup>	200						
C 2.5.4	Natural (Brown)	m <sup>2</sup>	200						
C 2.6	Supply and apply one layer of latex and water seal coat	m <sup>2</sup>	800						
C 2.7	<b>Crack treatment for existing concrete type courts:</b>								
C 2.7.1	Crack Injection using a epoxy resin	m	50						
C 2.7.2	Crack Sealing using a epoxy resin	m	50						
C 2.8	<b>Crack Treatment for existing Bituminous type courts:</b>								
C 2.8.1	Supply and fill cracks and dents with 60 % bitumen solution	m <sup>2</sup>	240						
C 2.8.2	Crack Injection using Colseal	m	50						
<b>TOTAL SECTION C: CARRIED FORWARD TO SUMMARY</b>									

**SECTION 3.1: MBD1: BID REQUIREMENTS FOR MOSSEL BAY MUNICIPALITY**

**PART A – INVITATION TO BID**

<b>INVITATION TO BID FOR REQUIREMENTS OF THE MOSSEL BAY MUNICIPALITY</b>					
<b>BID NUMBER</b>	TDR63/2024/2025	<b>CLOSING DATE</b>	25 OCTOBER 2024	<b>CLOSING TIME</b>	12h00
<b>DESCRIPTION</b>	<b>CONSTRUCTION AND REFURBISHMENT OF HARDCOURTS</b>				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7)</b>					

ORIGINAL COMPLETED BID DOCUMENTS MAY BE **POSTED** TO REACH THE TENDER BOX BY CLOSING DATE TO:

**The Tender Box  
Mossel Bay Municipality  
P O Box 25  
MOSSEL BAY  
6500**

**OR**

ORIGINAL COMPLETED BID DOCUMENTS MAY BE **DEPOSITED** IN THE TENDER BOX BY CLOSING DATE AT:

**The Entrance of the Mossel Bay Municipality’s Town Hall  
101 Marsh Street  
MOSSEL BAY**

<b>SUPPLIER INFORMATION</b>	
NAME OF BIDDER	
POSTAL ADDRESS AND CODE	
STREET ADDRESS	
TELEPHONE NUMBER	
ALTERNATIVE NUMBER	
E-MAIL ADDRESS	
VAT REGISTRATION NUMBER	

TAX COMPLIANCE STATUS PIN			
CIDB REGISTRATION NUMBER (if applicable)			
<b>A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EME'S &amp; QSE'S) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)</b>			
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	YES	NO	
B-BBEE STATUS LEVEL SWORN AFFIDAVIT	YES	NO	
<b>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORK OFFERED?</b>	YES/NO (If YES, enclose proof)		
<b>ARE YOU'RE A FOREIGN BASED SUPPLIER FOR THE GOODS/SERVICES/WORK OFFERED?</b>	YES/NO (If YES, answer Part B)		
<b>TOTAL NUMBER OF ITEMS OFFERED</b>	Various		
<b>TOTAL BID PRICE</b>	See page 80-94		
<b>SIGNATURE OF BIDDER</b>			
<b>DATE</b>			
<b>CAPACITY UNDER WHICH THIS BID IS SIGNED</b>			
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>	
DEPARTMENT	SCM	DEPARTMENT	Infrastructure Services
CONTACT PERSON	Nicole Saunders	CONTACT PERSON	Hendrik Schoeman
TELEPHONE NUMBER	(044) 606-5194	TELEPHONE NUMBER	(044) 606-5268
E-MAIL ADDRESS	nsaunders@mosselbay.gov.za	E-MAIL ADDRESS	hschoeman@mosselbay.gov.za

**PART B – TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>	
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR ONLINE</b></p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, THE PREFERENTIAL PROCUREMENT REGULATIONS AND ANY APPROPRIATE MUNICIPAL POLICY. THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p>	
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>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.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>	
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
<p><b>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.</b></p>	

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

DATE: .....

**SECTION 4.1: MBD4: DECLARATION OF INTEREST**

1. No bid will be accepted from persons in the service of the state\*.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favoritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
4. **Bidders are required to declare any change in directorship or membership during the term of this tender should it have had an influence on the award of the bid.**

4.1	Full Name of Bidder OR his OR her representative	
4.2	Identity Number	
4.3	Position occupied in the Company (director, trustee, shareholder <sup>2</sup> )	
4.4	Company Registration Number	
4.5	Tax Reference Number	
4.6	VAT Registration Number	
<b>4.7 The names of all directors/trustees/shareholder's/member, their individual identity numbers and state employee numbers must be indicated in number 4, below.</b>		
4.8 Are you presently in service of the state		<b>YES/NO</b>
4.8.1 If so, furnish particulars .....		
4.9 Have you been in the service of the state for the past twelve months?		<b>YES/NO</b>
4.9.1 If so, furnish particulars .....		
4.10 Do you have any relationship (family, friend, other) with persons in service of the state and who may be involved with the evaluation and or adjudication of this bid?		<b>YES/NO</b>
4.10.1 If so, furnish particulars .....		

4.11 Are you, aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?	<b>YES/NO</b>
4.11.1 If so, furnish particulars .....	
4.12 Are any of the company's directors, managers, principal shareholders, or stakeholders in service of the state?	<b>YES/NO</b>
4.12.1 If so, furnish particulars .....	
4.13 Are any spouse, child or parent of the company's directors, managers, principal shareholders, or stakeholders in service of the state?	<b>YES/NO</b>
4.13.1 If so, furnish particulars .....	
4.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?	<b>YES/NO</b>
4.14.1 If so, furnish particulars .....	

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

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



**SECTION 4.2: MBD5: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION**

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

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

**SECTION 4.3: MBD6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.**

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

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

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**1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to invitations to tender:

- 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 **To be completed by the organ of state**

- (a) The 90/10 or 80/20 preference point system will be applicable in this tender. The lowest (goods and services) / highest (sales and leases) acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	<b>POINTS</b>	<b>POINTS</b>
<b>PRICE</b>	<b>80</b>	<b>90</b>
<b>SPECIFIC GOALS</b>	<b>20</b>	<b>10</b>
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>	<b>100</b>

1.5 Failure on the part of a tenderer to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed. The tenderer is however required to submit the proof or documentation required in terms of this specific goals. That documentation may be requested by the municipality.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps} = \mathbf{80} \left( \mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left( \mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right) \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps} = \mathbf{80} \left( \mathbf{1} + \frac{\mathbf{Pt} - \mathbf{Pmax}}{\mathbf{Pmax}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left( \mathbf{1} + \frac{\mathbf{Pt} - \mathbf{Pmax}}{\mathbf{Pmax}} \right) \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Mossel Bay Preferential Procurement Policy, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

4.3. 50% of the 20/10 points will be allocated to promote this goal and points will be allocated in terms of the B-BBEE scorecard as follows.

B-BBEE Status Level of Contributor	Number of Points for Preference (80/20)	50% of Points for Preference
1	20	10
2	18	9
3	14	7
4	12	6
5	8	4
6	6	3
7	4	2
8	2	1
Non-compliant contributor	0	0

B-BBEE Status Level of Contributor	Number of Points for Preference (90/10)	50% of Points for Preference
1	10	5
2	9	4.50
3	6	3
4	5	2.50
5	4	2
6	3	1.50
7	2	1
8	1	0.50
Non-compliant contributor	0	0

- (a) A tenderer must submit proof of its B-BBEE status level contributor [scorecard].
- (b) A tenderer failing to submit proof of B-BBEE status level of contributor may only score in terms of the 80/90-point formula for price; and scores 0 points for B-BBEE status level of contributor.

**4.3.1 B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 4.1**

B-BBEE Status Level of Contributor : .....

**(Only indicate your B-BBEE Status Level of Contributor – the points will be calculated by the Municipality)**

**4.4. Points for specific goals to promote suppliers or service providers located in a province, district, or municipal area / (hereafter referred to as locality)**

- (a) Each tender must specify in the invitation to tender that a maximum of 50% of the 20/10 points will be allocated to promote the specific goal of locality.
- (b) Only one of the points as set out below that best describes the enterprise's locality may be awarded if applicable.

No	Requirement	Points for enterprises within the Mossel Bay municipal area	Points for enterprises within the Garden Route District region	Points for enterprises within the Western Cape Province and other Provinces
1	Procurement under the 80/20 preference points system where the supplier or service provider is located in:	10	6	4
2	Procurement under the 90/10 preference points system where the supplier or service provider is located in:	5	3	2

- (c) Bidders must submit one of the following in order to receive points for the abovementioned criterion.
- (i) Municipal Account of bidder's address as indicated in bid document;
  - (ii) If the address as indicated in bid document is not in the name of the bidder, the latest lease agreement for this address or sworn affidavit from the registered owner of the property stating occupancy by the bidder is required.
  - (iii) The business address of the bidder as indicated in the MBD6.1 of the bid document as the business premises should be established/leased prior to the advertisement date.
  - (iv) Only fully operational business premises will be accepted. All vacant erven, storage units and postal addresses do not qualify as a business premises.

**4.4.1 LOCALITY CLAIMED IN TERMS OF PARAGRAPHS 4.4**

Locality (indicate as per table above) : .....

**(The address provided in 4.5 below, will be used to determine the locality as per 4.4 above)**

**4.5. MUNICIPAL INFORMATION**

Municipality where business is situated : .....

Registered Account Number : .....

Stand Number : .....

**DECLARATION WITH REGARD TO COMPANY/FIRM**

- 4.6. Name of company/firm.....
- 4.7. Company registration number: .....

**4.8. TYPE OF COMPANY/ FIRM**

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

**4.9.** I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I 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 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering 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 tenderer or contractor, its shareholders, and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

WITNESSES	
1.	.....
2.	.....

.....	
SIGNATURE(S) OF BIDDERS(S)	
DATE:	.....
ADDRESS:	.....
	.....
	.....

**SECTION 4.4: MUNICIPAL RATES AND TAXES**

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

\*Documentation as indicated in Section 1.2.8.2 must be submitted with the tender document.

**DECLARATION**

I, THE UNDERSIGNED (NAME and SURNAME) .....

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**SECTION 4.5: AUTHORITY FOR SIGNATORY**

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

NAME OF MEMBERS/DIRECTORS	SIGNATURE	DATE

**Note: If bidders attach a copy of their Authorised Signatory as per Section 1.2.9 of the tender document, it is not necessary to complete this form.**

**“If a bidder is a sole proprietor, it is not required to complete this form, provided that the tender document was completed and signed by the owner.”**

## SECTION 4.6: MBD8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	<p>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?</p> <p><b>(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).</b></p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>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)?</p> <p><b>The Register Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>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?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

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 <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
4.5.1	If so, furnish particulars:		

**CERTIFICATION**

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

## **SECTION 4.7: MBD9: CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

**TDR63/2024/2025: CONSTRUCTION AND REFURBISHMENT OF HARCOURTS**

in response to the invitation for the bid made by:

**MOSSEL BAY MUNICIPALITY**

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

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

(f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

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

**SECTION 5: DECLARATION**

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

- (i) Bidding documents, viz
  - Invitation to bid;
  - Tax Compliance Status Pin;
  - Pricing schedule(s);
  - Technical Specification(s);
  - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations;
  - Points claims in terms of specific goals for locality;
  - Declaration of interest;
  - Declaration of bidder's past SCM practices;
  - Certificate of Independent Bid Determination
  - Special Conditions of Contract;
- (ii) General Conditions of Contract; and
- (iii) Other (specify)

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

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

WITNESSES	
1.	.....
2.	.....
DATE:	.....

**SECTION 6: FORM OF OFFER AND ACCEPTANCE**

**OFFER**

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

**TDR63/2024/2025: CONSTRUCTION AND REFURBISHMENT OF HARDCOURTS**

The Tenderer, identified in the Offer signature block, below has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

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

R.....(in figures);  
.....(in words).

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

Signature(s).....

Name(s).....

Capacity.....

For the tenderer.....

.....

**(Name and address of organisation)**

Name & signature of witness..... Date.....

**ACCEPTANCE**

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the bidder'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 bidder's Offer shall form an agreement between the Employer and the bidder upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement

The terms of the contract, are contained in:

- Part C1            Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
- Part C2            Pricing Data
- Part C3            Scope of Work: Works Information

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

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the bidder 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.

Deviations from and amendments to the draft contract as well as any changes to the terms of the Offer agreed by the bidder 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.

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

Signature(s) .....

Name(s) .....

Capacity .....

**for the employer**

Name and address of organisation.....  
.....

Name and signature of witness ..... Date.....

**Schedule of Deviations**

The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Tender Data and the Conditions of Tender.

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

Any other matters arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.

Any change or addition to the tender documents arising from the above agreements and recorded here shall also be incorporated into the final draft of the Contract.

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

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

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



**Mossel Bay**

M U N I C I P A L I T Y

MOSSSEL BAY | HARTENBOS | GREAT BRAK RIVER | HERBERTSDALE

# **CONSTRUCTION HEALTH AND SAFETY SPECIFICATION**

Issued in terms of -

Occupational Health and Safety Act, 85 of 1993  
and  
Construction Regulations, 2014

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## 1. Definitions

*For the purpose of this Construction Health and Safety Specification, the abbreviations or definitions given hereunder shall apply: (other as per legal definition will apply)*

- “CR” Construction Regulations, 2014
- “CHSS” this document, the Construction Health & Safety Specification
- “OHS” the Occupational Health & Safety Act of 1993
- “S” a Section in the Occupational Health & Safety Act of 1993
- “HIRA” – Hazard Identification and Risk Assessment
- “H&S” Health and Safety
- “Agent” occupational health and safety practitioner, appointed by the Municipality to act on its behalf, and who is appointed in writing.
- “Client” the Mossel Bay Municipality.
- “Regulations” the Regulations issued under the Occupational Health & Safety Act;
- “SSHSS” means Site Specific Health and Safety Specifications as per the CR
- “Site” the lands and other places, made available by the MBM for the purposes of the Contract, on, under, over, in, or through which the construction work is to be executed or carried out.
- “Principal Contractor” means an employer appointed by the client to perform construction work;
- “Contractor” means an employer who performs construction work.
- “MBM” means the Mossel Bay Municipality

## 2. Introduction to the Construction Health and Safety Specification

- This Construction Health & Safety Specification (CHSS) is published in terms of the Occupational Health & Safety Act of 1993 (OHS), Construction Regulations 2014, Regulation 5.
- The CHSS does not replace the Construction Regulations, 2014, but is a supplementary specification as required in terms of the Regulations. Partial references to or quotes from the Regulations do not imply that the sections not referred to or quoted from are of lesser importance or are not applicable.
- The Principal Contractor is, at all times required to and will remain responsible to fully address all requirements and standards of the Occupational Health and Safety Act, Regulations, other relevant applicable regulations

and or standards as may apply and the approved Health and Safety Plan, and then ensure the implementation thereof.

- The MBM is committed to ensuring that the highest standards of health and safety prevail at the Municipality.
- It shall be known within the MBM as the Construction Health & Safety Specification or CHSS.
- This CHSS must be included in all tender documents for construction work.
  - It may be supplemented on various projects by a Site-Specific Health & Safety Specification which deals with health & safety issues relevant to that specific project only; and
- The MBM may appoint an Agent who will (inter alia) be responsible for the approval of all Principal Contractors' H&S Plans based on the CHSS or the SSHSS, for the auditing of the Principal Contractors' implementation thereof, and for maintaining the document control associated with the CHSS / SSHSS.

### 3. *Limitation of liability*

- The MBM shall not be responsible for any acts or omissions of any Contractor which may directly or indirectly result from the application of the CHSS or any project specific version thereof.
- Contractors must always ensure that equipment, machinery, plant, and work practices are compliant to the legal requirements as these apply.
- Any other potential responsibility or alternative arrangement shall be dealt with in a Mandatory Agreement, as defined in Section 37(2) of the Act, or the contract.

### 4. *Purpose of the Construction Health and Safety Specification*

- The purpose of the CHSS is for the specification to be used as the standard on which a Contractors' H&S Plans must be based. The CHSS will be applicable on any construction project for the MBM.
- This CHSS shall be incorporated and considered when a SSHSS is developed.

### 5. *Implementation of the Construction Health and Safety Specification*

- This CHSS forms an integral part of the Contract, and Principal Contractors are required to make it an integral part of their contracts with their contractors and suppliers. It will be disseminated by the MBM to persons responsible for the design of infrastructure, projects and SCM, who will ensure that it is included in the Tender Document(s) issued to prospective Principal Contractors.
- The prospective Principal Contractors shall allow in their tenders for the cost of Health and Safety and complying with the requirements of the OHS Act and regulations, other legal requirements, this CHSS or additional SSHSS or other agreements.
- This CHSS shall be incorporated and considered when a SSHSS is developed.
- The Principal Contractor must provide the CHSS to their contractors.
- The Principal Contractor must sign Annexure 1 of this CHSS.
- The (an) Contractor must sign Annexure 2 of this CHSS. This would include a contractor of a principal contractor, and a contractor of a contractor. (a.k.a. sub-contractors)

### 6. *Scope*

- This CHSS covers the general requirements for addressing and mitigating Occupational Health and Safety related risks, problems, incidents, and injuries on projects constructed or executed for the MBM.
- The scope addresses legal compliance, hazard identification and risk assessment, promoting a health and safety culture amongst those working on MBM projects and those affected by the activities taking place in and around them.
- This CHSS serves as a guide and is not limited, i.e., the contractor must add as may be necessary to ensure safety and compliance based on their scope and associated risk and site / conditions.

- *The CHSS contains clauses that are generally applicable to building and construction and imposes controls associated with activities that impact on human health and safety.*
- *The Principal Contractor is required to comply with the provisions of the OHSA, all applicable Regulations (in particular the CR), other relevant legislation and associated standards, this CHSS or additional SSHSS or additional agreements made.*
- *The MBM or its agent will monitor the Principal Contractor's legal compliance and the requirements of the CHSS / SSHSS their H&S Plan.*

#### *7. Compensation of Occupational Injuries and Diseases Act*

- *The Principal Contractor shall submit proof of registration as an employer, and proof of Good Standing with the COID Fund, prior to starting the work.*
- *A copy of the valid Letter of Good Standing with the COID Fund must be included in the H&S Plan and an updated copy kept in the H&S File.*

#### *8. Application for Construction Work Permit*

- *When required, this shall be managed as per CR 3 by an appointed Pr. CHSA.*
- *A copy of the permit must be placed in the H&S File and*
- *The permit number must be displayed on site.*

#### *9. Notification of Intention to Commence Construction Work*

- *After receipt of the Letter of Acceptance from the MBM the Principal Contractor shall notify the Provincial Director of the Department of Labour of a notifiable project, 7 days before work commences as per CR 4(1).*
- *The notification shall be similar in format to Annexure 2 of the Construction Regulations.*
- *The acknowledgement letter from DoEL and a copy of the notification to the Provincial Director must form part of the H&S File.*
- *Should the project go past the planned end-date the principal contractor must apply for extension of the notification and place such proof in the H&S File.*

#### *10. Risk Assessment for Construction Work*

- *The contractor shall ensure that a risk assessment as per CR 9 is in place*
  - *Conducted by a competent person.*
  - *in terms of an acceptable and documented methodology.*
  - *Site specific based on the scope of works, site, method statements and anticipated plant, machinery, and equipment.*
  - *Consider other applicable regulations as and where required.*
- *Risk assessments of all activities shall form an integral part of the Health and Safety plan and the foundation on which control measures and safe work procedures are based to effectively manage risk and ensure the health and safety of all persons.*
- *The HIRA, as performed by the appointed competent risk assessor is always kept up to date and on site and revised should there be a change in scope of work, an incident occurs or the request of the client or a DoEL inspector.*
- *As part of the risk management process ensure a competent person conduct DSTI's (daily safe task instructions) and consider the daily conditions, planned work and related hazards, and ensure the necessary controls are in place. This must be communicated to the team present on site.*
- *Our Baseline Risk Table, Annexure 7, is attached for your information.*

## 11. *Principal Contractor's Health & Safety Plan*

- *The Principal Contractor shall submit a site and scope specific health and safety plan, in accordance with the legal requirements, prior to work starting.*
- *This plan must be presented and approved by the MBM OHS Department or its agent prior to the site being handed over to the Principal Contractor.*
- *Besides the legal requirements, the health and safety plan shall be structured as Per Annexure 5.*
  - a. *The front page shall allow place for signature of the CEO or assistant (OHS 16.1 / 16.2), Construction Manager (CR 8.1), Construction Supervisor (CR8.7)*
  - b. *Scope and site specific*
  - c. *Additional documents as may be required may be added at the end.*

## 12. *Health & Safety File*

- *The Principal Contractor shall provide and maintain on the construction site, a H&S File, containing all the documents as proscribed in the OHS 16.1 and Regulations and all documents referred to in the H&S plan and require the same of their contractors.*
- *The H&S File shall be available for inspection by the MBM, its Agent, or a Department of Employment and Labour Inspector.*
- *The H&S File shall be structured as Per Annexure 4.*
  - a. *Additional documents as may be required may be added at the end.*

*Consolidated H&S File: At Project Completion in terms of CR 7(1)(e)*

- *The Principal contractor shall compile a consolidated H&S File and hand this to The Client's Project Manager at the end of the construction work project that include a record of the drawings, designs, materials use and other similar information concerning the completed structure.*
- *The consolidated H&S File shall be in soft-copy format (USB)*

*The consolidated H&S File shall include:*

  - 1) *A list of all responsible persons appointed in statutory positions for the duration of the project.*
  - 2) *The comprehensive list of all the contractors on site accountable to the Principal Contractor, including a list of the agreements between the parties and the type of work being done.*
  - 3) *A copy of the approved H&S Documentation such as:*
    - a. *H&S Plan of the Principal Contractor.*
    - b. *Fall Protection Plan*
    - c. *Risk Register and Risk assessments*
  - 4) *Designer inspections/assessments and confirmation of conformance.*
  - 5) *A reference record of all drawings, designs and materials used*
  - 6) *A reference record of H&S statutory certificates required by the owner; this reference record shall indicate the designated person of the Principal Contractor who is responsible for the document and The Client-designated person to whom the document has been handed.*

*Reference records applicable to this project may include, but not limited to:*

    - a. *Electrical certificate of compliance*
    - b. *Plumbing certificate*
    - c. *Structural certificate / design etc*
  - 7) *A list / reference of all safety meetings held and related agenda.*
  - 8) *A list of any concerns raised, or urgent matters recorded in the site diary.*
  - 9) *Records of Site Inspections / Audits*
  - 10) *All documents relating to any reportable injury or disease during the construction work, as defined in Section 24 and 25, of the Occupational Health and Safety Act.*
  - 11) *Employee list and proof of inductions, SA ID document and Medical certificate of fitness.*

### 13. *Cost of occupational health and safety*

- *The budgeted cost of resources specifically aimed at Health and Safety compliance with this project must be documented in the Health and Safety Plan.*
- *Budgeting estimates must, amongst other, reflect:*
  - *Cost of training for statutorily defined Health and Safety appointees and competency's as may be required.*
  - *Cost of safety equipment / processes / procedures*
  - *Cost of Personal Protective Equipment*
  - *Cost for medical surveillance and medical certificates of fitness as per CR 7(8)*

### 14. *Induction*

- *The Principal Contractor must develop and conduct induction training pertaining to the hazards prevalent to their site / scope.*
- *The Principal Contractor shall ensure that all employees have gone through the induction training before commencing duties on site and that is relevant to the hazards present at the time of entry.*
- *The Principal Contractor shall place and keep an updated a copy of the attendance register in the H&S file.*

### 15. *Health and Safety Training*

- *See CR 1 Definitions: Competent Person*
  - a. *where required training shall be Unit Standard Accredited, and*
  - b. *that the competent persons be familiar with the OHSA and applicable regulations.*
    - i. *It is advised that all persons be made familiar with the act and applicable regulations so that they may better understand the requirements posed.*
- *Employees must be trained:*
  - a. *Relevant to their scope and identified hazards*
  - b. *On relevant specific method statements*
  - c. *On relevant specific safe work procedures / safe work instructions etc.*
- *Employees must receive communication of:*
  - a. *The H&S plan and other relevant plans e.g., Fall Protection Plan, traffic management plan etc.*
  - b. *The site risk assessment (identified hazards and associated controls)*
  - c. *Site induction*
  - d. *Site emergency procedures.*
  - e. *Other site / company procedures*
  - f. *Anything that may impact the Health and safety of the employees or others (including public) that may be affected by the actions of the contractor or because of the scope of work of the contract.*
- *Toolbox talks or similar are considered general awareness and is recommended for continual safety reminders.*
- *The Principal Contractor shall ensure that daily pre-task health and safety instructions are given to all employees.*

### 16. *General Inspection, Monitoring and Reporting*

- *The Principal Contractor must appoint the relevant persons as may be required to ensure that they shall carry out daily safety inspections on the site (or more frequent, where so required in the Regulations), and shall take steps to rectify any unsafe condition of which he is aware.*
  - a. *No "make-shift" / "sub-standard" repairs on equipment / tools / machinery or plant shall be allowed.*
- *The Construction Manager must ensure that continuous competent supervision and monitoring of work takes place.*
- *Report any incident to the MBM OHS Department or our agent.*

## 17. Incidents

- All incidents must be reported to the MBM OHS Department or our appointed agent on the same day.
  - a. Telephone call and followed up with an email.
- All incidents must be recorded and investigated and reported on email, to the MBM OHS Department or our appointed agent.
- A competent person with sufficient knowledge, training and experience must investigate any serious incident, or where more than 7 days man-hours are lost, or if otherwise requested by MBM OHS Department or our appointed agent, or DoEL.
- A record of all incidents and investigations shall be kept in the H&S File.
- The Contractor shall ensure to maintain compliance and communication with Compensation Assurance (e.g., DoEL / FEM) regarding the necessary incident management.

## 18. Audits / Compliance Management and Monitoring

- Should the need arise (e.g., as in the case of the Principal contractor appointing another contractor) the Principal Contractor shall ensure that internal audits are conducted in terms of CR 7(1)(c)(vii)
- As required in terms of CR 5 duties we, MBM OHS Department or our appointment H&S Agent, shall conduct regular health & safety audits (at least once a month) to ensure compliance with the OHSA, its regulations and the approved H&S Plan.
- Records of audits must be kept, and non-conformance reported, investigated and corrective action must be taken to prevent re-occurrence.

## 19. Fire Precautions and Fire Fighting Equipment

- In compliance with CR 29 manage fire risk appropriately and therefore must be included in the risk assessment.
- Monitor and inspect a workplace prior to assess for fire / explosion risk and if required contact the MBM OHS department for assistance.
- Open fires are not allowed on site unless permission obtained from the MBM OHS Department / Fire Department and or our Agent.
- Smoking is prohibited unless in a designated area.
- The Principal Contractor shall provide and maintain suitable fire extinguishers, which shall be serviced regularly, in accordance with the manufacturer's recommendations.
  - a. And ensure that persons are available on site trained in the use and operation of a fire extinguishing equipment.
- Safety signage shall be prominently displayed in all areas where fire extinguishers are located.
- Combustible materials may not accumulate on site.
- Hot work done only after necessary pre-cautions have been taken.
  - a. At times a hot work permit may apply.
- An evacuation plan is available with clear egress routes to an assembly-point and a means of siren/fire alarm.
- The monthly fire extinguisher inspection register must form part of the H&S File.

## 20. Personal Protective Equipment (PPE) and Clothing

- The Principal Contractor shall ensure that every employee is issued with and wear SABS-approved PPE, based on associated risks, consisting of, at least: a hard Hat, steel-capped safety boots, a reflective vest and an overall.
- Clothing must show the company name of the contractor.
- Other specific PPE that may apply must be listed in the H&S plan according to the scope of works and risk assessment.

- *The contractor must ensure that each person is familiar with the use and limits of each PPE item issued to them.*
- *Ensure to monitor the use of PPE by the employees.*

## 21. Occupational Health and Safety Signage

- *The Principal Contractor shall display and maintain quality safety signage.*
- *The signage shall include, but not be limited to:*
  - a. *A Site construction safety board / sign*
    - i. *warning on construction activities.*
    - ii. *Access restrictions.*
    - iii. *Emergency phone number(s)*
    - iv. *Minimum PPE to be worn.*
    - v. *Where falling objects may occur, relevant warning signs must be displayed.*
  - b. *Any other such signage as may be determined in the risk assessment*

## 22. Contractors

- *As per CR 7 - The Principal Contractor shall ensure that all contractors under his control comply with their own approved H&S Plans, based on the CHSS, the requirements of the OHSA and all other relevant legislation.*
- *Monthly audits of all Contractors must be conducted, and records filed in the H&S file, and made available to the MBM or our Agent.*
- *The principal contractor to ensure that the contractor is competent to perform the work and that they have the means for necessary OHS compliance.*
- *Ensure that competent supervision is present.*
- *The principal contractor to bring to the attention of the client / MBM OHS Department or our agent of any incident, non-compliance and or challenges that they might experience from a contractor.*
- *Provide the contractor with this specification and ensure they sign Acknowledgement of the Specification. Attachment 4.*

## 23. Fall Protection

*Should there be any fall risk:*

- *The Principal Contractor shall submit the name and the curriculum vitae of the competent person who has been appointed to prepare a fall protection plan, in terms of CR 10.*
- *The signed appointment letter and proof of competency must be included in the H&S File and submitted with the H&S Plan approval.*
- *The fall protection plan shall be as per the requirements set out in the regulations and be site and scope specific.*

## 24. Excavation Work

*Should there be any excavations:*

- *The Principal Contractor shall submit the name and the curriculum vitae of the competent person who has been appointed to supervise all excavation work, in terms of CR 13.*
- *Should there be any uncertainty regarding the stability of the soil, the opinion of a professional engineer or professional technologist be sought, the Principal Contractor shall submit the name and the curriculum vitae of the said professional.*
- *And include that where required / applicable a Geotech report be made available.*
- *Proof of competency and the appointment letters must form part of the H&S File.*
- *The records of the inspections contemplated in CR 13(2)(h) shall be maintained in the health and safety file.*

- *The Principal Contractor shall be responsible to and ensure that:*
  - a. *Provision is made in his tender for all shoring, dewatering or drainage of any excavation unless otherwise stipulated elsewhere in the Contract.*
  - b. *The excavations are inspected before the shift starts and that a record is kept.*
  - c. *There are no unguarded excavations, regardless of depth.*
  - d. *The safe working instruction has been communicated to the workers; and is enforced and always maintained by the Principal Contractor.*
  - e. *all excavated faces are maintained in a safe condition to protect any person and related works and to prevent injury or delays caused by slope failure.*
  - f. *No excavation shall be left open during the Contractor's holiday (December and January) and long weekends or other extended no-work periods.*
  - g. *All excavations which have not been finally backfilled and compacted at the commencement of the said holiday period shall be temporarily backfilled and compacted to a standard which shall:*
    - i. *Prevent damage occurring to the excavations or any other part of the Works.*
    - ii. *Prevent damage to or physical loss to property of any persons; and*
    - iii. *Eliminate the risk of injury to any person.*

## 25. *Explosives and Blasting*

- *The Principal Contractor shall ensure that the use of explosives and blasting (where required) be undertaken in accordance with the Explosive Regulations, 2002. by a competent specialist, with proven track record in the type of work to be performed.*
- *The letter of appointment and proof of competency must be included in the H&S file after prior submission to the MBM OHS Department or our agent for review.*
- *This includes explosive actuated fastening devices*
  - a. *Ensure compliance to CR21*
- *Prior notification and approval to the MBM OHS department and our agent is required should any form of explosive be used.*

## 26. *Demolition Work*

*Prior to any demolition work being carried out, the Principal Contractor shall submit the following as part of his H&S Plan:*

- *The name, letter of appointment and the curriculum vitae of the competent person who has been appointed to supervise all demolition work, in terms of CR 14.*
- *A safe working procedure and a detailed engineering survey of the structures to be demolished*
- *The Principal Contractor shall ensure that demolition work always complies with CR 14.*

## 27. *Asbestos Work*

*The Principal Contractor shall for any Asbestos Related work (during the dismantling and removal of asbestos containing material, including all asbestos fibre-cement products) ensure:*

- *Compliance with the Asbestos Abatement Regulations, 2020.*
- *Determine if it is type 1, 2 or 3 asbestos work and comply accordingly.*
  - a. *Not perform any asbestos related work of which they are not permitted / compliant.*
- *That all asbestos waste is disposed of only on sites specifically designated for the purpose of Asbestos in terms of the Environment Conservation Act, 1989, and the National Environmental Management: Waste Act, 2008; and*
- *A certificate(s) of disposal is provided to the client MBM OHS Department or our agent.*
- *Asbestos work might require an additional safety specification.*

## 28. *Underground Services*

- *The Principal Contractor shall prior to any form of digging / excavation / piling / drilling etc ensure that all reasonably possible means have been used to assess and determine if there are any underground electrical / other services.*
- *The Principal Contractor shall not allow or permit any of his personnel to manhandle any exposed electrical cable, unless directly authorised or instructed / requested to.*
- *All electrical cables shall be assumed to be “live”, and the Principal Contractor shall take adequate steps to ensure that members of the public are prevented for accessing any electrical cables.*

## 29. *Temporary Works*

- *Temporary Works includes all as per the Construction Regulations 1 definition. – compliance with each type shall be as per the applicable regulation or a combination thereof.*
- *Compliant to CR12 - The Principal Contractor shall submit the necessary appointment letters and proof of competency for the appointed / designated competent persons. e.g.*
  - a. *Temporary works Designer / Inspector*
  - b. *Temporary works Supervisor*
  - c. *Scaffolding Erector / Inspector*
  - d. *Excavation Supervisor*
- *A method statement shall be included in the H&S plan, addressing all aspects of safety management of erection, dismantling, and working on and around scaffolding.*
  - a. *The Principal Contractor shall ensure that all scaffolding complies with the legal requirements and safety standards.*
- *A method statement shall be included in the H&S plan, addressing all aspects of safety management during erection, use of and dismantling of false work, form work and support work.*
- *A method statement shall be included in the H&S plan, addressing all aspects of safety management during erection, use of and dismantling of any temporary structures / temporary works.*

## 30. *Ladders – GSR 13A*

- *The Principal Contractor must develop and communicate a safe work procedure to all their applicable workers.*
- *All ladders used to be fit for purpose, and*
  - *only be used for the purpose for which they are designed*
- *All ladders shall be maintained in a good and safe condition.*
  - *No “make-shift” / “sub-standard” repairs shall be allowed.*
- *Ladders shall be compliant to the statutory requirements / safety standard as may apply.*
- *Ladders shall be inspected visually before use and monthly recorded on a register kept in the H&S File.*
- *Ladders shall extend at least 90 cm above any level or opening accessed with the ladder.*
- *No vertical ladders shall be accessed by any person unless firmly attached at the bottom and top or held in place by a fixed installation or a buddy.*
  - *A drop-zone or similar be identified under and around the ladder work.*

## 31. *Piling / Drilling (Rig)*

- *The Principal Contractor shall ensure that where rig operations for piling or drilling is undertaken, it is done so by a competent specialist contractor or a Contractor with proven record in the type of work to be performed.*
- *Based on the Risk assessment, task and area specific method statements and safe work procedures shall be submitted as part of the H&S Plan and must be communicated to all person before start of activity.*
- *Recent (not older than 6 months) service records of equipment must be provided in the H&S File.*

### 32. Construction Vehicles and Mobile Plant (including Hired Plant)

- *The Principal Contractor shall ensure that all construction vehicles and mobile plant, whether owned or hired, complies with the applicable legislation and requirements of the OHS and applicable regulations.*
- *Use and operation there-of shall be done only within the legal limits and standards by a competent person.*
- *The Principal Contractor shall inspect and keep records of inspections of Construction Vehicles and Mobile Plant and equipment used on site.*
- *Operated by a competent operator - Only competent and authorised persons (appointed) with a valid competency and a valid medical certificate of fitness are to operate Construction Vehicles / Plant and Machinery, and as may be required under competent supervision.*
- *Appropriate safety equipment and clothing shall be provided for the operators and always maintained in good condition.*

### 33. Electrical Installations and Machinery

- *The principal contractor shall always ensure compliance to CR24.*
- *The Principal Contractor shall survey and identify the work area for any services. This may include underground, surface or overhead, and*
  - a. shall appoint a competent person to (in the vicinity of or related to the work area)*
  - b. identify and inspect all underground cables, overhead cables, and any electrical installations such as transformers or distribution boxes, to ensure that these are not a hazard to employees or to members of the public.*
- *The Principal Contractor shall develop and implement a method statement for the identification and safeguarding of all electrical services during the construction work.*
- *The Principal Contractor shall appoint a competent electrician who shall ensure zero potential of all electrical reticulations worked on and who shall ensure that dedicated power sources are safely installed for the use during the construction.*
- *The Competent electrician shall also be responsible to ensure safe and compliant electrical installations in the sections of scope of the project and issue a required CoC.*
- *The letters of appointment, proof of competency and inspection registers shall be included in the H&S File.*
- *All electrical cables shall be assumed “live” and, where applicable, the Principal Contractor shall take adequate steps to ensure that employees and members of the public are prevented from accessing any electrical cables and or installations.*
- *The Principal Contractor shall calculate and plan and include a method statement on the safe use of electrical reticulations of the MBM and avoid any overloading or shorting of the system.*
- *No live energy work shall be performed without prior acknowledgment from the MBM responsible person.*
- *Contractors must ensure that all energy is brought to zero potential, that residual energy is purged, that energy sources are switched off and locked out by all employees working in the danger zone and are tagged, prior to any work being performed on the energy source, reticulation or machinery.*
- *The contractor shall include a zero Potential, Lock Out and Tag Out method statement and safe work instruction(s) in the H&S File.*
- *No electrical machinery / tools shall be allowed to have any unsafe joined leads.*
- *The principal Contractor shall ensure that all electrical testing equipment to be used on site has a valid calibration and that the calibration sticker is affixed to the equipment, clearly indicating the calibration date and the next due date.*
- *Any unsafe condition shall immediately be reported to the MBM OHS Department, MBM responsible person or our agent and the contractor shall take immediate steps to prevent employees or members of the public from gaining access to the dangerous installation and the area surrounding it.*
- *The Principal Contractor shall appoint a competent person to inspect all portable electrical tools, including leads.*
- *The letter of appointment and template of the inspection register shall be included in the H&S File.*

- *The Principal Contractor shall include a method statement for the safe use of portable electrical tools, including the management of the hazards of extension leads and temporary electrical installations.*
- *A COC for all installations shall be provided; for temporary installations, the COC shall be placed in the H&S File on site.*

#### 34. *Public Health and Safety*

- *The contractor is informed that the MBM at time may have certain scope of work / contract / tender or project that directly exposes public and or our staff.*
- *There are frequent visitors (as public) to our municipal premises or facilities (including use of infrastructure, services, facilities) and the contractor must ensure to assess and safeguard any person or property that may be exposed in any manner due to the scope of work given.*
- *Contractors are in their own entity as an employer obligated under the OHS Act Section 9 to ensure that persons are not exposed to hazards that may harm their health or safety.*
  - a. *MBM takes pride in ensuring to maintain a top-class construction site that always promotes good health and safety practices and aim to achieve this, thus requiring each contractor to do the same.*
- *Public are at times inquisitive and the contractors must therefore plan, apply and maintain:*
  - a. *Appropriate health and safety signage / lights / warning at all times.*
  - b. *Effective and physical access restriction to the construction site, in particular any drop / fall risk areas and moving plant / vehicles / machinery at all times;*
  - c. *Effective risk management – e.g., consider traffic, pedestrians, daily operations, weather etc.*
  - d. *Competent supervision*
- *When work needs to be conducted on public roads, the service provider must ensure effective traffic management in accordance with the South African Road Traffic Signs Manuel, in particularly Volume 2, Chapter 13.*
- *The Principal Contractor shall ensure that each person visiting the site (with the necessary reason / authority) shall be inducted to the site and such induction shall outline the hazards likely to arise from on-site activities and the precautions to be observed to avoid or minimise those risks.*
- *Even though environmental laws apply, in the context of public health & safety your actions / activities that may affect the environment must also be accounted for. E.g., Illegal disposal of waste / rubble shall not be tolerated.*
- *Consider noise pollution to those in the vicinity and manage accordingly.*

#### 35. *Night Work*

- *Night work (after 18:00 and before 06:00 the next day) may not be performed, unless authorised by the MBM relevant project manager or our Agent.*
- *Ensure a suitable specific risk assessment is conducted for performing the task at night and that adequate controls are in place.*
- *The Principal Contractor shall ensure that adequate lighting is provided for all night work.*
- *It shall be discussed with the employees and determined if the employees are medically fit to perform night work.*
  - a. *And manage fatigue accordingly.*
- *All persons shall be issued with the required PPE for night work.*
- *Consider noise pollution to those in the vicinity and manage accordingly.*
- *Consider low light conditions*
- *Consider traffic management*

#### 36. *Storage of flammable liquids*

- *Ensure compliance to GSR 4 and CR 25 and 29*

- *Flammable substances must be stored, used, and applied in such a manner that it does not create a fire or explosion hazard and that the workplace is properly ventilated.*
- *Ensure that as may be required every person involved are provided with suitable PPE.*
- *No smoking around any flammable substances.*
- *The H&S Plan shall include a method statement detailing the safe use, storage, decanting and spill controls for all flammable liquids used or stored on site.*
- *No excessive amounts of a flammable substance may be kept on site. I.e., no more than what is necessary at a particular time.*
- *Storage management must also comply with Environmental legislation.*

### 37. Hazardous Chemical Agent Management

- *Ensure compliance with Regulations for Hazardous Chemical Agents, 2021*
- *With respect to Hazardous Chemical Agents used, the contractor shall ensure that:*
  - *All SDS are included in the H&S file.*
  - *The safe use, storage, emergency procedures and safe disposal of hazardous agent are addressed in a method statement/s, included in the H&S Plan.*
  - *Proof of competency and signed letters of appointment of the person responsible for chemical handling, is included in the H&S file.*
  - *That first aiders are made aware of first aid procedures*
- *Any hazardous chemical agent intended to be applied on site during the project (i.e., after approval of the H&S Plan) shall be subject to an issue-based risk assessment and method statement, which must be presented to the MBM or our agent prior to the substance being introduced on site.*
- *No excessive amounts of an HCA be kept on site. I.e., no more than what is necessary at a particular time.*

### 38. Emergency and First Aid Management

- *The Principal Contractor shall ensure that adequately trained first aiders are on site at all times when construction employees are on site; this applies even if less than 10 employees are on site.*
- *First aiders shall be identifiable and shall have immediate access to a comprehensively stocked first aid box.*
  - *Such first aid box shall be stocked to include all first aid equipment as per the minimum requirements listed under General Safety Regulation 3, and any additional items identified in the risk assessment, for the area and scope of work.*
- *The Principal Contractor shall ensure that first aid employees are familiar with the rescue procedures from anticipated incidents and accidents.*
  - *E.g., may include technical rescues, fall rescues, confined spaces, water environments etc.*
- *The Principal Contractor shall assess the types and likelihood of incidents / emergency that may occur and ensure that adequately trained competent persons are available to assist with such emergencies.*
  - *E.g., may include technical rescues, fall rescues, confined spaces, water environments etc.*
- *Unless a unique or uncommon risk / scope and type of emergency is anticipated the contractor may not by default rely on the emergency services of the municipality.*
  - *Should the assistance of the MBM emergency Services be anticipated it must be requested, discussed, and agreed to in writing and the right remains reserved.*
- *The MBM OHS Department and MBM Emergency Services, must be notified of any anticipated high-risk scope of work and possible serious emergencies.*
- *All the above controls shall be documented in the H&S Plan.*

### 39. Facilities for employees

- *The Principal Contractor shall ensure compliance to CR 30 and the Facility Regulations as may apply and,*
  - Provide facilities for safekeeping, e.g., lockers etc. for each employee;*

- b. *Ensure that employees requiring to change on site can do so in privacy;*
- c. *Ensure drinking water is available*
- d. *Provide shade and*
- e. *sheltered suitable eating area*
- f. *Soap and a place to wash and dry hands*
- *The principal Contractor shall provide and maintain sufficient sanitary facilities on site in ratio as per CR 30(1)(b)*
- *And ensure that all is kept in a clean and hygienic condition.*
- *Ensure that good housekeeping is maintained, and the waste does not accumulate, and it is removed at regular intervals.*

#### 40. COVID-19 Management

- The *Principal Contractor and its contractors* must confirm to comply with the Code of practice Managing exposure to SARS-Cov-2 in the Workplace, and aid to assist us in best managing the SARS-COV-2 (COVID-19) spread by following requirements as may apply.
- At all times as best possible practices safe social distancing
- Educate and enforce mutual respect for the health of others. E.g., do not come to work if you are sick.
- Ensure all you workers are provided with and wear required PPE.
- Ensure to provide your employees with the required sanitisers.
- Manage COVID-19 according to the National Health Act (NHA), the Code of practice: Managing exposure to SARS-Cov-2 in the Workplace, and applicable regulations in conjunction with all other relevant legislation.
- Immediately notify the MBM OHS department should you have an employee that (has been to any of our “municipal areas”) show COVID-19 like symptoms or test positive for COVID-19.

#### 41. Penalties

- Penalty Fee for OHS Non-Compliance will amount to R2000.00 per incident to the maximum of 10% of the total Contract Value including VAT.
- OHS Penalty Fee of R2000.00 will be applicable per incident, per site, per day, per area, per works, per non-compliance incident.
- Penalty Fee issued by the MBM OHS Department Officer, will be deducted from the Payment Certificate issued for work completed.

**Acknowledgement by  
Principal Contractor**

**Construction Health and Safety Specification**

issued in terms of the Occupational Health and Safety Act, 1993

Principle Contractor: \_\_\_\_\_

**Project / Contract name:** \_\_\_\_\_

**Project / Contract number:** \_\_\_\_\_

I, \_\_\_\_\_ (Name and Surname),  
representing \_\_\_\_\_ (The Principal Contractor)

have satisfied myself with the content of this Construction Health and Safety Specification and shall ensure that we and any Contractor / supplier comply with it.

\_\_\_\_\_  
Principal Contractor  
16(1) / 16(2)

\_\_\_\_\_  
Date

**Acknowledgement by subcontractor**

**Construction Health and Safety Specification**

issued in terms of the Occupational Health and Safety Act, 1993

Contractor: \_\_\_\_\_

**Project / Contract name:** \_\_\_\_\_

**Project / Contract number:** \_\_\_\_\_

I, \_\_\_\_\_ (Name and Surname),  
representing \_\_\_\_\_ (subcontractor name)

have satisfied myself with the content of this Construction Health and Safety Specification and shall ensure that we and any subcontractor / supplier comply with it.

\_\_\_\_\_  
Contractor  
16(1) / 16(2)

\_\_\_\_\_  
Date

Annexure 3 - Signed Mandatory Agreement S37(2)

**MANDATORY AGREEMENT**

In terms of Section 37 (1) (2)  
of the  
Occupational Health and Safety Act (85 of 1993)

AGREEMENT BETWEEN:

**Mossel Bay Municipality (MBM)**

&

\_\_\_\_\_ MANDATORY (Contractor)

WITH Compensation Fund Policy Number: \_\_\_\_\_

FOR the following Project / Contract / Tender: \_\_\_\_\_

1. Whenever an employee does or omits to do any act which it would be an offence in terms of this Act for the employer of such employee or a user to do or omit to do, then, unless it is proved that-
  - a. in doing or omitting to do that act the employee was acting without the connivance or permission of the employer or any such user.
  - b. it was not under any condition or in any circumstance within the scope of the authority of the employee to do or omit to do an act, whether lawful or unlawful, of the character of the act or omission charged; and
  - c. all reasonable steps were taken by the employer or any such user to prevent any act or omission of the kind in question,
2. The employer or any such user himself shall be presumed to have done or omitted to do that act and shall be liable to be convicted and sentenced in respect thereof; and the fact that he issued instructions forbidding any act or omission of the kind in question shall not, in itself; be accepted as sufficient proof that he took all reasonable steps to prevent the act or omission.
3. The provisions of subsection (1) shall "mutatis mutandis" apply in the case of a mandatory of any employer or user, except if the parties have agreed in writing to the arrangements and procedures between them to ensure compliance by the mandatory with the provisions of this Act.

*Definition of Mandatory (OHS Act S1)*

*Includes an agent, a contractor or Contractor for work, but without derogating from his status in his own right as an employer or user.*

AGREEMENT

*In terms of the provisions of section 37(2) of the Occupational Health and Safety Act (85 of 1993)*

I, \_\_\_\_\_ (name) representing / acting for and on behalf of

\_\_\_\_\_ (Mandatory) undertake to ensure that the requirements and provisions of the Act and all applicable regulations, the safety specification issued, and other agreements made are complied with.

\_\_\_\_\_  
**Signature of Mandatory**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature of MBM**

\_\_\_\_\_  
**Date**

NB: Signature of this Agreement means that the Mandatory has read and understands the "Requirements of Mandatories" addendum attached.

## **REQUIREMENTS FOR MANDATORY / PRINCIPAL CONTRACTORS ADDENDUM TO THE PRO FORMA "MANDATORY AGREEMENT"**

As we are fully committed to the Health and Safety of persons, and to as far as is reasonably practicable comply with the requirements of the Occupational Health and Safety Act (85 of 1993) (OHS Act) and any other applicable OHS (Occupational Health & Safety) legislation and standards, we require of our Mandatories / Principal Contractors to:

1. Sign a written "Agreement with Mandatary" as required by Sect 37(1)(2) of the Act before commencing any work on site.
2. Ensure that all your employees receive the necessary Induction Training and have proof thereof in your OHS File.  
*Note: You must ensure that all employees under your control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences.*
3. Provide the MBM OHS Department with your H&S File – *Note: You are responsible for providing your own legal safety documents and registers to comply with the requirements.*
4. Ensure that Method Statements, Risk Assessments and Safe Work Procedures are done and available specific to the scope and your employees are informed of the content.
5. Provide the MBM OHS Department with written appointment of the person who is going to Supervise the Work. As per OHS Act 8(2)(i)
6. If required - Provide the MBM OHS Department with written designation of your nominated Health and Safety Representative as per Section 17(1).
7. If you employ more than five (5) persons, you are required to provide your own First Aid Box (GSR 3(2)).
8. If you employ more than ten (10) persons, you are required to provide your own qualified First Aider as per GSR 3(4)
9. When working with Hazardous Chemicals, comply with Regulations for Hazardous Chemical Agents, 2021.  
*Note: Asbestos and Lead dealt with separately.*
10. Construction work is excluded and shall be dealt with separately in compliance with Construction Regulations, 2014.
11. When using Lifting Machines and Lifting Tackle, comply with DMR 18 *Note: You may be required to appoint a Banksman to control Lifting/Slinging operations*
12. When installing / repairing air-conditioning, comply with DMR 16.
13. When accessing fall risk areas – ensure to compliance with GSR 6 and 13A. Scaffolding comply with the requirements of SANS-10085 "Access Scaffolding"
14. When doing Electrical work, comply with the requirements of EIR and EMR Construction *Note: Provide copy of registration as required*
15. When working over or near (in close proximity to) Water, comply with Construction Reg. 26
16. Ensure that good Housekeeping, Stacking and Storage principles are applied.
17. Ensure that appropriate measures are taken to avoid the risk of Fire/Explosion.
18. If you are going to work at heights a Fall Protection Plan must be submitted (roof work included) as per requirements of Construction Reg. 10
19. When using Explosive Powered Tools, comply with Construction Reg 21
20. When Welding, Flame Cutting/Soldering, comply with GSR 9
21. When working in Confined Spaces, comply with GSR 5
22. You are required to comply with General Safety Regulations 2 and provide your employees with: personal protective equipment which will allow them to carry out their work in a safe manner.
23. Reporting, Recording and Investigations of Incidents or Occupational Diseases shall be done as per General Admin. Regulation 8 / 9 (Also see Sect 24 of the Act) – none the less always be reported to the MBM OHS Department.
24. You are required to provide proof of registration with the Compensation Commissioner/ Federated Employer(s) Mutual when signing this agreement. If you are not registered, we may deduct the necessary amounts from your progress payments and pay it over to the Commissioner to ensure that you are insured. See Section 80 and 89 of the COID Act.
25. Manage SARS-COV-2 (COVID-19) as per the latest current legislation and comply with the requirements posed by the MBM.

## Annexure 4 – Health and Safety File Index

- Cover Page (Contract Award Letter / Appointment Letter) Project details – Name Company details etc)
  - Index of the H&S File (*This Annexure 4*)
1. Notification of Construction Work (annexure2) and proof of delivery or if required Construction work Permit
  2. Letter of good standing COIDA
  3. Occupational Health and Safety Policy
  4. Relevant drawings / designs
  5. Risk Management
    - a. Issue Based Risk Assessments, & DSTI Template
    - b. Risk monitoring and review records
  6. H&S Plan (*Annexure 5*) - Including Plan Approval Letter from MBM.
  7. Fall Protection Plan
  8. Method Statements / SWI
  9. Permission / agreement letters (for when special permission required from client) e.g., night work.
  10. HR Management
    - a. Organogram
    - b. List of Appointments (*Annexure 6*) & signed letters of appointments
    - c. Evidence of competency (registrations, qualifications, and other proof of competency)
    - d. Employee lists
    - e. Medical Certificates of Fitness
  11. Contractor Management
    - a. List of Contractors
    - b. Their appointment letters
    - c. Their H&S File / Plan Approvals
  12. Training Management
    - a. Competency Training Matrix
    - b. Training records / Certificates (other than for specific appointments)
    - c. Risk Assessment, H&S Plan, Fall Protection etc. communication
    - d. Training registers of Method statements, SWP's / SWI's etc
  13. CH&S Induction (Staff and Visitors)
    - a. Induction Content
    - b. Records of inductions (Staff & Visitors)
  14. Emergency, Accident, and Incident Management Plan
    - a. Emergency Plan / Incident Management
    - b. Incident Register
    - c. First aid treatment (this can be in the first aid kit)
    - d. Investigation reports & COIDA
  15. H&S Inspection & Maintenance Registers
  16. PPE Management
    - a. Issue Register
    - b. Training records
    - c. Inspection records
  17. Audits & Including Corrective / Preventive Action plans for audits
    - a. Internal Audits
    - b. Contractor Audits
    - c. Client Audits
    - d. DoEL Audits
  18. Signed Section 37(2) agreements (*Annexure 3*)
    - a. Agreement between The Client and the Principal Contractor
    - b. Agreement between the Principal Contractor and each Contractor
  19. HCA Management
    - a. List of Hazardous Chemicals / Agent or Products that contain HCA's and their SDS's
    - b. Communication records
    - c. First aider familiarisations records

20. Waste Management
  - a. Plan / Process / Procedure
  - b. Disposal Records
21. This CHSS & Signed Acknowledgement of CHSS (*Annexure 1 or Annexure 2* for contractors)
22. Toolbox talks
23. Records of site safety meetings
24. Other

#### Annexure 5 – Health and Safety Plan Index

- Cover Page
  - Index of the H&S Plan (*This Annexure 5*)
- A. Scope of work & activities, equipment, machinery, plant, hazardous articles, and selected contractors to be used in the project
  - B. Project-specific baseline hazard identification and risk assessment & risk register
  - C. Health and Safety Resources and Budget
  - D. Competency of Principal Contractor
    - 1) List of 5 Previous similar projects / construction activities
    - 2) OHS competency
  - E. Organisational chart including list of employees
  - F. Safety officer: duties, responsibility, authority, document control, communication
  - G. Principal Contractor H&S management processes:
    - 1) Risk Management: such as the issue-based risk-, risk review- and risk monitoring
    - 2) H&S Induction, training, and H&S competency management (including OHS Induction and applicable safe work instruction templates)
    - 3) General record keeping management
    - 4) Contractor and Sub-contractor management
    - 5) Site communication management
    - 6) Fatigue management
    - 7) First aid, accident & incident, and emergency management
    - 8) Fire prevention and equipment & hot work management
    - 9) Safety signage management
    - 10) Access & on-site traffic and public H&S management
    - 11) Fall Risk Work Management
    - 12) Temporary work management
    - 13) Scaffolding management
    - 14) Ladder safety
    - 15) Demolition management
    - 16) Electrical management
    - 17) Delivery, offloading, stacking, storage, and housekeeping management
    - 18) Hazardous chemical substances management
    - 19) Construction plant and machinery management
    - 20) Hired plant and machinery management
    - 21) Lifting and rigging management
    - 22) Employee facilities management
    - 23) PPE management
    - 24) Safety Inspections and Inspection Register management
    - 25) Internal Audit management
    - 26) Waste management
    - 27) Other

Annexure 6 – List of Appointments

**CONSTRUCTION APPOINTMENTS**

#	Designation	Legal reference	Name and proof of competence
1.	Assigned Responsibility Designation	OHSA S16(2)	
2.	Construction Manager	CR 8(1)	
3.	Construction Supervisor	CR 8(7)	
4.	Construction Supervisor Assistant	CR 8(8)	
5.	Traffic controller	S 8(2)(i)	
6.	Contractor of principal contractor	CR 7(1)(c)(v)	
7.	Sub- Contractor of contractor of principal contractor	CR 7(1)(c)(v)	
8.	Emergency / Fire Co-Ordinator	OHSA S8	
9.	Fire Extinguisher Inspector	CR 29(h)– PER 19	
10.	First Aider	GSR 3	
11.	Safety Officer - CHSO	CR 8(5)	
12.	Incident Investigator	GAR 9	
13.	Risk Assessor	CR 9(1)	
14.	Risk Assessor (on-site)	CR 9(1)	
15.	Demolition Supervisor	CR 14	
16.	Excavation Supervisor	CR 13	
17.	Fall Protection Plan Developer	CR 10(1)(a)	
18.	Temporary works designer	CR 12(1)	
19.	Temporary works supervisor	CR 12(2)	
20.	Construction Vehicle & Mobile Plant Inspector	CR 23(1)(k)	
21.	Construction Vehicle & Mobile Plant Operators	CR 23(1)(d)	
22.	Registered electrician	EIR 5(4,5)	
23.	Electrical contractor	EIR 6	
24.	Electrical Installation Controller	CR 24(c)	
25.	Electrical Installation Inspector	CR 24(d)	
26.	Ladder Inspector	GSR 13A	
27.	Lifting Machine Operator	DMR 18	
28.	Portable Electrical Equipment Inspector	EMR 9	
29.	Scaffold designer	CR 12(1)	
30.	Scaffold Erector / Inspector	SANS 10085	
31.	Scaffolding Supervisor	CR 16(1)	
32.	Stacking & Storage Supervisor, including chemicals	CR 28	
33.	Responsible for housekeeping	CR 27	
34.	Person Responsible for HCS	HCS	

(Not limited)

## Annexure 7 – Baseline Risk Table

### BASELINE RISK ASSESSMENT

Scope of the works (as indicated on the drawings or by alternative instruction) and scope of work issued

#### **Hazardous events**

- (1) The Client identifies the following hazardous events specific for this construction project:
  - a) The Client employees, visitors, public or other services may possibly access the site and get injured.
  - b) Electrical works - may pose a risk of fire, electrocution and electrical shorting;
  - c) Demolition work may cause a fall and collapse risk
  - d) Brick / concrete works may pose dust-, fall-, drop-, and collapse risks.
  - e) Height work with a risk of falling.
  - f) Traffic Risk -transporting, delivery etc of material, persons, and equipment inclusive but not limited
  - g) Damage to client /public property or infrastructure
  
- (2) General construction activities from which hazards and risks emanate, which are universal for this type of construction work include:
  - a) Transport of persons, equipment, and articles to and from the site with associated transport and road-risks
  - b) Off-loading and loading of equipment and articles with associated rigging, lifting and mechanical risks (crushing of persons, crushing of limbs, hand injuries)
  - c) Use of small power (electrical and combustion) plant on site with associated health risks (diesel-, dust- inhalation, noise, whole body vibration, prolonged sitting work) and safety risks (mechanical risk of cutting, crushing, running out of control and operator fitness, training & competency)
  - d) Material handling with the ergonomic hazards of repeated bending, lifting, and carrying heavy objects.
  - e) Crush hazards during lifting, carrying, and placing of heavy objects
  - f) Manual handling with the ergonomic hazards of using hand tools, power tools (grinder, concrete cutter, jackhammer, drill etc), heavy objects lifting or torquing of the body
  - g) Hazards associated with a demolition-dust, cement-dust, and concrete dust exposure during, respectively, demolition, concrete- and dagga-mixing, concrete cutting or grinding, painting and glues
  - h) Lacerations from sharp objects such as metal objects
  - i) Work at a fall risk position
  - j) Exposure to HCS, and possibly HBA – posing some health and safety risks
  
- (3) Table C (following page) lists the tasks, machinery or installation exposure which may cause the health and safety hazards and associated risks during this project.

**TABLE C**

<b>Hazard</b>	<b>Task-machinery-installation exposure</b>	<b>Safety risk</b>	<b>Health risk</b>
Noise	Grinders / breakers	Acoustic trauma, Communication error leading to accidents	Noise induced hearing loss
Hand Arm Vibration	Grinders, jackhammer-operator		Work related upper limb disorders
Electricity	Existing or new services Electrical reticulation & portable machinery Unknown services	Electrocution Fire	
Construction dusts (demolition, cement, sanding, paint)	Dust from works	Bronchospasm – skin–eye irritation	Asthma – dermatitis - conjunctivitis
Paints, glues, thinners	Painting		Irritation Neurological effects
Lifting/bending	All manual work	Acute muscular strain	Chronic muscular strain
Repetitive actions	Most laborer’s manual work		Chronic muscular synovial –skeletal damage
Prolonged standing	Most laborer’s manual work		Venous stasis, oedema, backache
Impact strain	Work with hammer, pick, spade		Headaches, muscular pain neck and shoulders
Working at heights	Access and egress at heights and work at fall risk position	Falls – serious injury / death	Muscular strain
Fitness for duty	Intoxication by employees- drugs/alcohol/medication	Accidents leading to injury	
Employee wellness	Personal – social –financial professional-health	Accident	Negative knock-on affecting work culture
Fatigue	Monotonous work, overtime, work rostering, personal issues	Lacerations, fractures, caught in machine or traffic	No-care mindset
Dangerous work	Fall Risk Handling sharp objects Excavations and work in excavations Scaffold erection Work with electrical installation Installation / commissioning of new installation	Falling Lacerations, fractures, crush injuries and death Falling objects injuries Electrical shock Pinch, crush and drop	
Dangerous equipment	Small plant, Mobile construction plant, Compactors	All sorts of accident-risks	
Dangerous Actions	Unauthorised work at heights or in drop zones Unauthorised demolitions, slips, trips, falls Live electrical connections	All sorts of accident-risks	All sorts of disease- risks
Lifting and rigging	Unsafe lifting and Using unsafe equipment	Various serious and possible fatal results.	

**HEALTH AND SAFETY BASELINE RISK ASSESSMENT**

<b>Construction work</b>	<b>Hazardous Event</b>	<b>Health &amp; Safety Risk</b>
Access and transport on and to site	Transportation, traffic control	Motor vehicle accident and fatalities
Site establishment	Rigging – off loading- placement of containers and machinery	Falling objects - Sliding objects Cuts and lacerations – crush injuries
Off-loading equipment, machinery, materials	Manual rigging and possible crane operations- rigging- movement of equipment	Falling and moving objects or machinery Ergonomic strain, crush, death
Storage & stacking	Moving storage or stacks (bricks, sheets etc.)- picking off stacks	Falling objects or machinery- crush injuries
Chemicals and fuels	off-loading into bulk storage, decanting – refueling - spills	Fire, explosion, health, and safety of persons – chemical burns etc.
Members of the public in construction area	Public close to works in progress exposed to hazards	Injuries- death
Unidentified services	Electrocution, water leaks	Shock, burns, death, flooding, death
Electrical services and installation	Electrocution	Shock, burns, death, electrical explosion, death
Brick -and concrete works	Handling cement, concrete, heavy objects Falling structure- especially where retarding mortar is used	Skin, eye chemical insult, ergonomic strain
General construction work	Hand tools- small portable electrical tools- manual handling- sharp articles – electricity	Hand-, eye injuries, crush injuries, noise exposure, dust exposure – ergonomic strain –electrical shock - fire
Ladder –scaffold work	Collapsing –fall -drop	Severe injury- death
Chemical substances	Cement-dust- glues-paints- thinners, other HCS	HCS-specific illness
Lifting, rigging operations	Lifting articles	Falling articles- severe injury, death
Manual lifting and repeated movement	Ergonomic stress	Back and other muscular injury or disease
Manual work	Use of hands – strain on muscles and back	Lacerations, crush injury, back injury, muscle injury
Installation work at heights	Fall risk – drop risk, Ergonomic strain	Serious injury, death, musculoskeletal strain
Temporary works	Fall risk – drop risk Collapsing structure	Serious injury, death, musculoskeletal strain
Installation of fittings	Manual work- small power tool work- awkward positions – sharp objects	Lacerations – eye injury - musculoskeletal strain
Carpentry – shop fitting – flooring	Manual work- small power tool work- awkward positions – sharp objects	Lacerations – eye injury - musculoskeletal strain
Demolition	Structural collapse- impact tools- unidentified services-	Crush-, eye-, skin-, hand and shoulder injuries- severe to death

Annexure 8 – EMERGENCY NUMBERS

<b>EMERGENCY NUMBERS</b>			
<b>FIRE, RESCUE &amp; DISASTER MANAGEMEN</b>		<b>MBM</b>	<b><u>044 691 3722</u></b> <b>044 606 5107 / 5121</b>
<b>AMBULANCE</b>		<b>By Grace EMS</b>	<b>063 675 1936</b>
		<b>ER24</b>	<b>084 124</b>
<b>HOSPITAL</b>		<b>Life Bay View</b>	<b>044 691 3718</b> <b>044 601 1956</b>
		<b>Provincial</b>	<b>044 691 2011</b>
		<b>Great Brak Clinic</b>	<b>044 620 2288</b>
<b>POLICE (SAPS)</b>		<b>Mossel Bay</b>	<b>044 606 2805</b>
		<b>Da Gamaskop</b>	<b>044 606 2200/2201</b>
		<b>Kwanonqaba</b>	<b>044 606 5600</b>
		<b>Great Brak</b>	<b>044 620 8300</b>
<b>TRAFFIC DEPT (GENERAL)</b>		<b>MBM</b>	<b>044 606 5201</b>
<b>ELECTRICAL</b>		<b>MBM</b>	<b>044 606 5114</b>
<b>WATER</b>		<b>MBM</b>	<b>044 606 5278</b>
<b>GENERAL</b>		<b>MBM</b>	<b>044 606 5000</b>
<b>MBM OHS</b>		<b>N Smit / L Mzekandaba</b>	<b>044 606 5120</b> <b>044 606 6261</b>

**SECTION 6.3: THE RESOLUTION TAKEN BY THE BOARD OF DIRECTORS OF A JOINT VENTURE**

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

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NAME OF TENDERER (Must agree with bidder details)

Held at \_\_\_\_\_ on \_\_\_\_\_  
(Place) (Date)

**RESOLVED THAT:**

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

**TDR63/2024/2025: CONSTRUCTION AND REFURBISHMENT OF HARDCOURTS**

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

\_\_\_\_\_ and  
\_\_\_\_\_  
\_\_\_\_\_ and  
\_\_\_\_\_  
\_\_\_\_\_ and  
\_\_\_\_\_  
\_\_\_\_\_ and  
\_\_\_\_\_ and

2. Mr./Mrs./Ms. \_\_\_\_\_

In his/her capacity as \_\_\_\_\_

and who will sign as follows: \_\_\_\_\_

(SPECIMEN SIGNATURE)

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

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

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

(Physical Address) \_\_\_\_\_

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

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

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

Name of Joint Venture	
Names of Each Enterprise:	
(1) Name and Address of Enterprise:	
(2) Name and Address of Enterprise:	
(3) Name and Address of Enterprise:	
Has an original valid Tax Clearance Certificate been submitted for each enterprise:	Yes <input type="checkbox"/> No <input type="checkbox"/>
CIDB Registration Number(s), if applicable:	

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

**SIGNED ON BEHALF OF JOINT VENTURE \_\_\_\_\_**