

Tender HS007/2022

GEORGE MUNICIPALITY



TENDER NUMBER: HS007/2022

**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF
WOODEN WINDOW FRAMES WITH NEW ALUMINIUM WINDOW FRAMES**

ENQUIRIES: Mr Madoda Bokwe
YORK STREET
GEORGE
(065) 925 9266

ISSUED BY:
THE CITY COUNCIL
MUNICIPALITY OF GEORGE
P O BOX 19
GEORGE
6530

SUMMARY FOR QUOTATION OPENING PURPOSES

NAME OF BIDDER:

SUPPLIER DATABASE NO.: MAAA

TOTAL PRICE (INCLUDING VAT)

R

PREFERENCES CLAIMED FOR:

B-BBEE Status Level of Contributor:

Preference Points Claimed:

B-BBEE certificates submitted with the quotation document MUST be VALID ORIGINAL B-BBEE CERTIFICATES or VALID CERTIFIED COPIES OF THE B-BBEE CERTIFICATES

QUOTATION CLOSES AT 12H00 ON FRIDAY, 23 SEPTEMBER 2022

BIDDER CONTACT DETAILS

This information shall be used for any correspondence or contact with the bidder.

Please indicate whether you want to receive any correspondence via e-mail or send to your postal address by registered mail.

Name of Bidding Company:		Mark choice of correspondence with X
Postal Address:	..... ..... ..... ..... Postal Code:	
E-mail Address:	.....
Telephone Number:	.....
Cellular Number:	
Facsimile Number:	

GEORGE MUNICIPALITY

TENDER No. HS007/2022

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GENERAL TENDER INFORMATION

TENDER ADVERTISED	: 01 September 2022
COMPULSORY BRIEFING SESSION	: Thursday, 08 September 2022 at 12h00
VENUE FOR BRIEFING SESSION	: 71 York Street George 6530
CLOSING DATE	: 23 September 2022
CLOSING TIME	: 12H00
LOCATION OF TENDER BOX	: Tender Box at the George Municipality, on the First Floor, Directorate: Financial Services, Supply Chain Management Unit, Civic Centre, York Street, George.

GEORGE MUNICIPALITY
DEPARTMENT: HUMAN SETTLEMENTS
CONTRACT NUMBER: HS 007/2022

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The Quotation (Part T)

PART T1 Tender Procedures

- T1.1 Tender Notice and Invitation to Tender
- T1.2 Tender Data

PART T2 Returnable Documents (All documents / schedules are returnable)

- T2.1 List of Returnable Schedules Required for Quotation Evaluation
- T2.1 Returnable Schedules
- T2.2 Other documents that will be incorporated into the contract
- T2.4 Returnable Schedules that will be incorporated in the contract

GEORGE MUNICIPALITY
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<p>Kwotasies word hiermee ingewag vir die:</p> <p><u>VERVANING VAN HOUT VENSTERRAME MET NUWE ALUMINIUM VENSTERRAME</u></p> <p>Voltooide Kwotasies in 'n verseëelde koevert, duidelik gemerk:</p> <p>Kwotasie Nr.: HS007/2022, moet voor Vrydag, 23 September 2022 om 12:00 in die tender bus by die George Munisipaliteit, Eerste Vloer, Direkoraat: Finansiële Dienste, Voorsieningskanaaleenheid, Burgersentrum, Yorkstraat, George geplaas word. Geen kwotasies sal toegelaat word om na 12:00 in die tender bus geplaas te word nie. Kwotasies sal om 12:05 dieselfde dag in die Komiteekamer oopgemaak word. Laat of ongemerkte kwotasies sal nie oorweeg word nie. Geen kwotasies per faks of e-pos sal aanvaar word nie.</p> <p>Bieërs moet by die CIDB geregistreer wees en dit word geraam dat bieërs 'n CIDB kontrakteursgraderingsvlak van 1GB of hoër moet hê.</p> <p>'n Verpligte terrein vergadering sal by C/O St John's and Varing Street (at the back of post office second white building), George op Donderdag, 08 September 2022 om 12:00 gehou word.</p> <p>Indien die verpligte inligtingsvergadering nie bygewoon word nie, sal u kwotasie gediskwalifiseer word.</p> <p>Kwotasie dokumente is verkrygbaar teen 'n R57-50 nie-terugbetaalbare deposito by die Voorsieningskanaalbestuurseenheid op die 1ste Vloer, Burgersentrum, Yorkstraat, George.</p> <p>Kwotasie dokumente is gratis op die George Munisipaliteit se webblad beskikbaar: www.george.gov.za.</p> <p><u>Fase 1</u></p> <p>Alle kwotasies moet voldoen aan die Plaaslike Produksie en Inhoud en moet die MBD6.2 vorm, sowel as Aanhangsels C, D en E in die kwotasie vir die volgende produkte voltooi:</p> <ul style="list-style-type: none"> • Sement – 100% <p><u>Fase 2</u></p>	<p>Quotations are hereby invited for the:</p> <p><u>REPLACEMENT OF WOODEN WINDOW FRAMES WITH NEW ALUMINIUM WINDOW FRAMES</u></p> <p>Completed Quotations in a sealed envelope, clearly marked:</p> <p>Quotation No.: HS007/2022 must be placed in the tender box at the George Municipality on the First Floor, Directorate: Financial Services, Supply Chain Management Unit, Civic Centre, York Street, George by no later than 12:00 on Friday, 23 September 2022. Quotations are not allowed to be placed in the tender box after 12:00. Quotations will be opened on the same day in the Committee Room at 12:05. Late or unmarked quotations will not be considered. No quotations per fax or e-mail will be accepted.</p> <p>Bidders must be registered with the CIDB and it is estimated that bidders should have a CIDB contractor grading designation of 1GB higher.</p> <p>A compulsory site meeting will be held on Thursday, 08 September 2022 at 12:00 at C/O St John's and Varing Street (at the back of post office second white building), George.</p> <p>Non-attendance of the compulsory briefing session will disqualify your quotation.</p> <p>Quotation documents are available at a non-refundable deposit of R57-50 each from the Supply Chain Management Unit, First Floor, Civic Centre, York Street, George.</p> <p>Quotation documents are available on the George Municipality's website: www.george.gov.za, free of charge.</p> <p><u>Phase 1</u></p> <p>All Quotations must comply with Local Production and Content and complete the MBD6.2 form, Annexures, C, D and E in this Quotation for the following products:</p> <ul style="list-style-type: none"> • Cement – 100% <p><u>Phase 2</u></p>
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The Tender Notice and Invitation to Tender

Part T1.1

<p>Kwotasies sal ge-evalueer en toegeken word in terme van die Wet op die Raamwerk vir Voorkeurverkrygingsbeleid (Wet 5 van 2000) Regulasies 2017, asook George Munisipaliteit se Voorsieningskanaalbestuursbeleid, waar 80 punte ten opsigte van die prys en 20 punte ten opsigte van B-BBEE status toegeken sal word.</p> <p>Vir verdere inligting kontak Mnr Madoda Bokwe by 065 925 9266/ bbokwel@george.gov.za</p> <p>Die Munisipaliteit behou die reg voor om enige versoek vir 'n kwotasie terug te trek en/of te her-adverteer of enige kwotasie te verwerp of gedeeltelik te aanvaar. Die Munisipaliteit is nie daartoe gebind om die laagste of enige kwotasie te aanvaar nie.</p> <p>'n "TCS PIN" vir bidders se belasting nakoming inligting moet ingesluit wees by die kwotasie dokument.</p> <p>Dit sal van die suksesvolle bidders verwag word om op die Sentrale Verskaffersdatabasis (SVD) te registreer.</p> <p>DR M GRATZ MUNISIPALE BESTUURDER GEORGE MUNISIPALITEIT GEORGE 6530</p>	<p>Quotations will be evaluated and adjudicated in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) Regulations 2017 and the George Municipality's Supply Chain Management Policy, where 80 points will be scored for price and 20 points for B-BBEE status.</p> <p>For more information, contact Mr Madoda Bokwe by 065 925 9266/ bbokwel@george.gov.za.</p> <p>The Municipality reserves the right to withdraw any invitation to quote and/or to readvertise or to reject any quotation or to accept a part of it. The Municipality is not bound to accept the lowest or any quotation.</p> <p>A TCS PIN for bidders' tax compliance information must be submitted with the quotation document.</p> <p>It will be required from the successful bidder to register on the Central Supplier Database (CSD).</p> <p>DR M GRATZ MUNICIPAL MANAGER GEORGE MUNICIPALITY GEORGE 6530</p>
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Tender Data (T1.2)

Clause number	The conditions of Tender are the Standard Conditions of Tender as contained in the Construction Industry Development Board (CIDB) Standard for Uniformity in Engineering and Construction Works Contracts, August 2019 (See www.cidb.org.za). The Standard Conditions of Tender for Procurements make several references to the Tender Data for details that apply specifically to this Tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of Tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.
C.1	General
C.1.1	The Employer is the GEORGE MUNICIPALITY, DEPARTMENT: HUMAN SETTLEMENTS SERVICES, PO Box 19, George, 6530.
C.1.2	Tender Documents
	<p>The Tender documents issued by the Employer comprise:</p> <p><u>The Tender</u></p> <p>Part T1: Tender Procedures</p> <p>T1.1 Tender notice and invitation to tender</p> <p>T1.2 Tender data</p> <p>Part T2 Returnable Documents</p> <p>T2.1 List of returnable documents</p> <p>T2.1 Returnable schedules</p> <p>T2.2 Other documents required for tender evaluation purposes T2.3.</p> <p>Returnable schedules that will be incorporated in the contract</p> <p><u>The Contract</u></p> <p>Part C1: Agreement and contract data</p> <p>C1.1 Form of offer and acceptance</p> <p>C1.2 Contract data</p> <p>C1.3 Objections and Complainants form</p> <p>Part C2: Pricing data</p> <p>C2.1 Pricing instructions</p> <p>C2.2 Pricing Schedule / Bill of Quantities / Activity Schedule</p> <p><u>Part C3: Scope of Works</u></p> <p>C3.1 Description of works</p> <p>C3.2 Engineering</p> <p>C3.3 Procurement</p> <p>C3.4 Construction</p> <p>C3.5 Management</p> <p>C3.1 Annexures</p> <p>Part C4: Site Information</p> <p>C4.1 Site Information</p>
C.1.3	Interpretation
C.1.3.1	The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

C.1.3.2	These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender/quote.
C.1.3.3	For the purposes of these conditions of tender, the following definitions apply: a) conflict of interest means any situation in which: i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially; ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee. b) comparative offer means the price after the factors of a non-firm price and all unconditional discounts it can be utilized to have been taken into consideration; c) corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; d) fraudulent practice means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels.
C.1.4	Communication and employer's agent
	Name: Mr Madoda Bokwe Address: 71 York Street, George, 6530 Tel: 065 925 9266 E-mail: bbokwe@george.gov.za
C.1.5	Cancellation and Re-Invitation of Tenders
C.1.5.1	An employer may, prior to the award of the tender, cancel a tender if- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation; b) funds are no longer available to cover the total envisaged expenditure; or c) no acceptable tenders are received. d) there is a material irregularity in the tender process.
C.1.5.2	The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised.
C.1.5.3	An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.
C.1.6	Procurement procedures
C.1.6.1	General
	Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.
C.2	Tenderer's obligations
C.2.1	Eligibility

C.2.1	<p>Only those tenderers who satisfy the following criteria are eligible to submit tenders:</p> <p>a) 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 a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for CE class of construction work, are eligible to have their tenders evaluated. A 1GB contractor grading designation or higher is anticipated.</p> <p>b) Joint ventures provided that:</p> <p>i) Every member of the joint venture is registered with the CIDB;</p> <p>ii) The lead partner has a contractor grading designation not lower than one level below the required GB designation class of construction work;</p> <p>iii) The combined contractor grading designation calculated in accordance with the Construction Industry Development Board Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for that CE class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations; and</p> <p>iv) All members of the joint venture submit copies of the returnable documentation or original copies where it is so stipulated, as well as for the following:</p> <ul style="list-style-type: none">• The tax compliance status PIN must be for the Joint Venture / Consortium or individual tax compliance status PIN's for all the members of the Joint Venture.• A valid consolidated BBBEE Verification Certificate must be submitted for the Joint Venture / Consortium, failing which the Tenderer will score zero points for Preference.
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Tender Data

Part T1.2

C.2.1.1	<p>Only Tenderers that meet the following pre-qualification conditions are eligible to have their tenders further evaluated.</p> <ul style="list-style-type: none"> a) Quality control practices and procedures which ensure compliance with stated employer's requirements. (b) Availability of resources. (c) Capacity to mobilize own and sub-contracting resources. (d) Availability of skills to manage and perform the contract (assigned personnel). (e) Quality achievements on previous contracts of a similar nature. (f) Previous work of a similar nature. <p>1. Supply only locally produced goods meeting the following minimum threshold for local production and content:</p> <ul style="list-style-type: none"> • Cement – 100% <p>For this purpose, the MBD 6.2 – Declaration Certificate for Local Content which is attached under Part T2.2.11 must be completed and duly signed. The exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date of the advertisement of the tender, and the South African Bureau of Standards (SANS) approved technical specification number SATS 1286:2011 method must be used for the calculation of the local production and content.</p> <p>2. A minimum CIDB contractor grading designation of 1GB or higher and must be registered on the central supplier's database (CSD). The Contractor's grading must, however, be in accordance with the total sum awarded to that particular Contractor. Proof of the Tenderer's CIDB registration and contractor grading and CSD registration must be submitted with the tender.</p> <p>Tenderers who fail to comply with these conditions will be disqualified.</p>	
	<p>Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.</p>	
C.2.7	<p>The arrangements for a compulsory clarification meeting are:</p>	
	<p>Date: 08 September 2022 Starting time: 12h00</p>	<p>Location: C/O St John's and Varing Street (at the back of post office second white building), George.</p>
C.2.11	<p>Alterations to documents</p>	
	<p>Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.</p>	
C.2.12	<p>No alternative tender offers will be considered.</p>	
C.2.13.1	<p>Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.</p>	
C.2.13.2	<p>Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.</p>	

Tender Data

Part T1.2

C.2.13.3	Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
C.2.13.4	Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
C.2.13.5	<p>Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.</p> <p><u>The Employer's address for delivery of tender offers and identification details are:</u> George Municipality, First Floor, Directorate: Financial Services, Supply Chain Management Unit, Civic Centre, York Street, George (location of tender box). The identification details are: Tender number HS007/2022</p>
C.2.13.6	A two-envelope system will not be followed.
C.2.13.7	Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
C.2.13.8	Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
C.2.13.9	Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.
C.2.14	Information and data to be completed in all respects
	Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.
C.2.15	Closing time
C.2.15.1	<p>Ensure that the employer received the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.</p> <p>The closing time for submission of tender offers is at 12H00 on 23 September 2022</p>
C.2.15.2	Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.
C.2.16	Tender offer validity
C.2.16.1	The tender offer validity period is 84 days.
C.2.17	Clarification of tender offer after submission

	Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.
C.2.18	Provide other material
C.2.18.1	<p>Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.</p> <p>Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.</p>
C.2.19	Inspections, tests, and analysis
	Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.
C.2.22	Return of other tender documents
	If so instructed by the employer, return all retained tender documents within twenty-eight (28) days after the expiry of the validity period stated in the tender data.
C.2.23	Certificates
	Include in the tender submission or provide the employer with any certificates as stated in the tender data.
C.3.4.1	<p>The time and location for opening of the tender offers is: 12h05 on 23 September 2022.</p> <p>The Tender Box at the George Municipality is on the First Floor, Directorate: Financial Services, Supply Chain Management Unit, Civic Centre, York Street, George.</p> <p>Tenders will be opened in the Committee Room</p>
C.3.11	Evaluation of tender offers
	<p>Method 1: Price and Preference will be used</p> <ol style="list-style-type: none"> 1) Score tender evaluation points for price. 2) Score points for BBBEE contribution. <p>Add the points scored for price and BBBEE to two decimal places</p>
C.3.13	Acceptance of tender offer

	<p>Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:</p> <p>a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;</p> <p>b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;</p> <p>c) has the legal capacity to enter into the contract;</p> <p>d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;</p> <p>e) complies with the legal requirements, if any, stated in the tender data; and</p> <p>f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.</p>
C.3.17	Provide copies of the contracts
	Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

B-BBEE certificates submitted with the tender documents MUST be a VALID ORIGINAL B-BBEE CERTIFICATE or VALID CERTIFIED COPY OF THE B-BBEE CERTIFICATE.

In the case of a Trust, Consortium or Joint Venture, they will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

TAX COMPLIANCE INFORMATION**PART A**

Tax Compliance Status	TCS Pin:		or	CSD No:	
B-BBEE Status Level Verification Certificate [Tick Applicable Box]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE Status Level Sworn Affidavit		<input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE / SWORN AFFIDAVIT (FORM EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
Are You The Accredited Representative In South Africa For The Goods / Services / Works Offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No [If Yes, Enclose Proof]		Are You A Foreign Based Supplier For The Goods / Services / Works Offered?		<input type="checkbox"/> Yes <input type="checkbox"/> No [If Yes, Answer Part 2.]
Signature of Bidder	.....		Date		.....

PART B

TERMS AND CONDITIONS FOR BIDDING

1. TAX COMPLIANCE REQUIREMENTS		
1.1 Bidders must ensure compliance with their tax obligations. 1.2 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. 1.3 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-Fileers through the website WWW.SARS.GOV.ZA . 1.4 Foreign suppliers must complete the pre-award questionnaire in part B2. 1.5 Bidders may also submit a printed TCS certificate together with the bid. 1.6 In bids where consortia / joint ventures / sub-contractors are involved; each party must submit a separate TCS certificate / PIN / CSD number. 1.7 Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided.		
2. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS [Tick Applicable Box]		
2.1 Is the entity a resident of the Republic of South Africa (RSA)?	YES	NO
2.2 Does the entity have a branch in the RSA?	YES	NO
2.3 Does the entity have a permanent establishment in the RSA?	YES	NO
2.4 Does the entity have any source of income in the RSA?	YES	NO
2.5 Is the entity liable in the RSA for any form of taxation?	YES	NO
IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 ABOVE.		

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

Signature of Bidder:

Capacity Under Which This Bid Is Signed:

Date:

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 favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in the service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.	
3.	In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.	
3.1	Full Name of bidder or his / her representative:	
3.2	Identity number:	
3.3	Position occupied in the Company (director, trustee, shareholder ²):	
3.4	Company Registration Number:	
3.5	Tax Reference Number:	
3.6	VAT Registration Number:	
3.7	The names of all directors / trustees / shareholders / members, their individual identity numbers and state employee numbers (where applicable) must be indicated in paragraph 4 below.	
3.8	Are you presently in the service of the state?*	YES / NO
3.8.1	If yes, furnish the following particulars:	
	Name of person / director / trustee / shareholder member:	
	Name of state institution at which you or the person connected to the bidder is employed:	
	Position occupied in the state institution:	
	Any other particulars:	

Tender Data – Annexure “A”
Part T1.2

	
3.9	Have you been in the service of the state for the past twelve months?	YES / NO
3.9.1	<p>If so, furnish particulars.</p> <p>.....</p> <p>.....</p>	
3.10	Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?	YES / NO
3.10.1	<p>If yes, furnish the following particulars:</p> <p>Name of person:</p> <p>Name of state institution at which you or the person connected to the bidder is employed:</p> <p>.....</p> <p>Position occupied in the state institution:</p> <p>.....</p> <p>Any other particulars:</p> <p>.....</p>	
3.11	Are you aware of any relationship (family, friend, other) between the bidder and any person in the service of the state who may be involved with the evaluation and or adjudication of this bid?	YES / NO
3.11.1	<p>If yes, furnish the following particulars:</p> <p>Name of person:</p> <p>Name of state institution at which you or the person connected to the bidder is employed:</p> <p>.....</p> <p>Position occupied in the state institution:</p> <p>Any other particulars:</p> <p>.....</p>	
3.12	Are any of the company's directors, managers, principal	YES / NO

Tender Data – Annexure “A”**Part T1.2**

3.12.1	<p>shareholders or stakeholders in the service of the state?</p> <p>If yes, furnish the following particulars:</p> <p>Name of person / director / trustee / shareholder / member:</p> <p>.....</p> <p>Name of state institution at which you or the person connected to the bidder is employed:</p> <p>.....</p> <p>Position occupied in the state institution:</p> <p>Any other particulars:</p> <p>.....</p>	
3.13	<p>Is any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in the service of the state?</p> <p>If yes, furnish the following particulars:</p> <p>Name of person / director / trustee / shareholder / member:</p> <p>.....</p> <p>Name of state institution at which you or the person connected to the bidder is employed:</p> <p>.....</p> <p>Position occupied in the state institution:</p> <p>Any other particulars:</p> <p>.....</p>	YES / NO
3.14	<p>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?</p> <p>If yes, furnish particulars:</p> <p>.....</p>	YES / NO

Tender Data – Annexure “A”

Part T1.2

		
4. Full details of directors / trustees / members / shareholders:			
THE FOLLOWING INFORMATION IS COMPULSORY TO COMPLETE:			
Full Name	Identity Number	Individual Tax Number for each Director	State Employee Number (where applicable)
5.	The contract will be automatically cancelled if there is a conflict of interest which is not disclosed by the bidder.		

Protection of Personal Information Act, 2013 (Act no.4 of 2013) (POPIA)

All parties agree that they will comply with Protection of Personal Information Act, 2013 (Act no.4 of 2013) (POPIA) and process all the information and/or personal data in respect of the goods and/or services being rendered in accordance with the said act and only for the purpose of providing the goods and/or services set out in the agreement to provide such goods and/or services.

The contract between the municipality and the service provider must ensure compliance with the Protection of Personal Information Act, 2013 (Act no.4 of 2013) (POPIA), in that the service provider establishes and maintains security measures to safeguard personal information being processed on behalf of the municipality. The service provider must notify the municipality immediately in an event where there are reasonable grounds to believe personal information has been accessed by an unauthorised person.

The contract with a service provider must ensure confidentiality of personal information processed on behalf of the municipality. A supply contract with a service provider must include standard clauses outlining joint responsibility in terms of the protection of personal information.

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

¹MSCM Regulations: “in the service of the state” means to be -

- (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the National Assembly or the National Council of Provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official or 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 entity; or
- (f) an employee of Parliament or a provincial legislature.

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

MBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to **not exceed** R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

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

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

1.6 The purchaser reserves the right to require of a bidder, either before a bid is

Part T1.2

2. DEFINITIONS

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

4. POINTS AWARDED FOR PRICE

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

80/20 or **90/10**

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

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

4.3 POINTS AWARDED FOR PRICE

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

80/20

or

90/10

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{max} = Price of highest acceptable bid

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

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

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

Tender Data – Annexure “A”**Part T1.2****6. BID DECLARATION**

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

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

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

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

8. SUB-CONTRACTING

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

(***Tick applicable box***)

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

- 8.1.1 If yes, indicate:

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

(***Tick applicable box***)

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

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

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

9. DECLARATION WITH REGARD TO COMPANY/FIRM

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

Tender Data – Annexure “A”**Part T1.2**
registration

9.2 VAT

number:.....

9.3 Company

registration

number:.....

9.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

.....

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

Municipality where business is situated:

.....

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

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

Tender Data – Annexure “A”**Part T1.2**

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

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

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

SWORN AFFIDAVIT – BBBEE EXEMPTED MICRO ENTERPRISE**SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE**

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

3. I hereby declare under oath that:
 - The enterprise is _____ % black owned;
 - The enterprise is _____ % black woman owned;
 - Based on the management accounts and other information available on the _____ financial year, the income did not exceed R10,000,000.00 (ten million rands);
 - Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% black owned	Level One (135% B-BBEE procurement recognition)	
More than 51% black owned	Level Two (125% B-BBEE procurement recognition)	
Less than 51% black owned	Level Four (100% B-BBEE procurement recognition)	

4. The entity is an empowering supplier in terms of **the dti** Codes of Good Practice.
5. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
6. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths
Signature & stamp

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two-stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

Tender Data – Annexure “A”**Part T1.2**

The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp at no cost.

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
CEMENT	100%

3. Does any portion of the goods or services offered have any imported content?
(***Tick applicable box***)

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

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

The relevant rates of exchange information is accessible on www.reservebank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

3. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO. HG007/2022.....

ISSUED BY: (Procurement Authority / Name of Institution):

.....
 NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
 do hereby declare, in my capacity as
 of(name of bidder
 entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
 - (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	100%

If the bid is for more than one product, the local content percentages for each

Tender Data – Annexure “A”**Part T1.2**

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

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Annex C

Local Content Declaration – Summary Schedule

(C1)	Tender No.	HS 007/2022	<u>Note:</u> VAT to be excluded from calculations
(C2)	Tender description:		
(C3)	Designated product(s)		
(C4)	Tender Authority:		
(C5)	Tendering Entity name:		
(C6)	Tender Exchange Rate:		
(C7)	Specified local content %		

		Calculation of local content							Tender summary			
Tender Item no's	List of Items	Tender price—each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender quantity	Total tender value	Total exempted imported content	Total imported content	
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)	

Signature of tenderer from Annex B: Date:

(C21) Total Exempt imported content
(C22) Total Tender value net of exempt imported content
(C23) Total Imported content
(C24) Total local content
(C25) Average local content % of tender

R.....
R.....
%

Annex D

SATS 1286.2011

Imported Content Declaration – Supporting Schedule to Annex C

(D1) Tender No.	HS 007/2022		<u>Note:</u> VAT to be excluded from calculations
(D2) Tender description:			
(D3) Designated product(s)			
(D4) Tender Authority:			
(D5) Tendering Entity name:			
(D6) Tender Exchange Rate:	Pula -	EU -		GBP -

A. Exempted imported content

				Calculation of imported content							Summary	
Tender Item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per commercial invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Quantity	Exempted imported value	
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)	
(D19) Total exempt imported value											R.....	

B. Imported directly by the Tenderer

				Calculation of imported content							Summary	
Tender Item no's	Description of imported content	Unit of measure	Overseas supplier	Foreign currency as per commercial invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Quantity	Total imported value	
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)	
(D32) Total imported value by Tenderer											R.....	

Annex D (contd.)**C. Imported by a 3rd party and supplied to the Tenderer**

Calculation of imported content										Summary	
				Foreign currency value as per commercial invoice	Tender rate of exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
(D33)	(D34)	(D35)	(D36)								
(D45) Total imported value by 3rd party											R.....

D. Other foreign currency payments

Type of payment	Local supplier making the payment	Overseas beneficiary	Calculation of foreign currency payments	
			Foreign currency value paid	Tender rate of exchange
(D46)	(D47)	(D48)	(D49)	(D50)

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

(D53) Total of imported content & foreign currency payments – (D32), (D45) & (D52) above

Summary of payments	
Local value of payments	
(D51)	
R.....	
R.....	
This total must correspond with Annex C – C23.	

Signature of tenderer from Annex B:

Date:

Annex E

SATS 1286.2011

Local Content Declaration – Supporting Schedule to Annex C

(E1)	Tender No.	HS007/2022
(E2)	Tender description:	
(E3)	Designated product(s)	
(E4)	Tender Authority:	
(E5)	Tendering Entity name:	

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
	(E9) Total local products (Goods, Services and Works)		R.....
(E10) [REDACTED]	(Tenderer's manpower cost)		R.....
(E11) [REDACTED]	(Rental, depreciation & amortisation, utility costs, consumables, etc)		R.....
(E12) [REDACTED]	(Marketing, insurance, financing, interest, etc)		R.....
	(E13) Total local content		R.....
This total must correspond with Annex C – C24			

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:
 - 3.1 abused the municipality’s / municipal entity’s supply chain management system or committed any improper conduct in relation to such system;
 - 3.2 been convicted for fraud or corruption during the past five years;
 - 3.3 willfully neglected, reneged on or failed to comply with any government, municipal or other public-sector contract during the past five years; or
 - 3.4 been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

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>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury’s ebsite (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.1.1	If so, furnish particulars:		

4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <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 IS 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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

GEORGE MUNICIPALITY

DEPARTMENT: HUMAN SETTLEMENTS

CONTRACT NUMBER: HS 007/2022

APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF WOODEN WINDOW FRAMES WITH NEW ALUMINIUM WINDOW FRAMES

in response to the invitation for the bid made by:

GEORGE MUNICIPALITY

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)

6. I have read and I understand the contents of this Certificate;
7. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
8. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
9. 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;
10. 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:
 - 10.1 has been requested to submit a bid in response to this bid invitation;
 - 10.2 could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - 10.3 Provides the same goods and services as the bidder and/or is in the same line of business as the bidder.

MBD9

- 11 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
- 12 In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- 12.1 prices;
 - 12.2 geographical area where product or service will be rendered (market allocation);
 - 12.3 methods, factors or formulas used to calculate prices;
 - 12.4 the intention or decision to submit or not to submit, a bid;
 - 12.5 the submission of a bid which does not meet the specifications and conditions of the bid; or bidding with the intention not to win the bid.
- 13 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.
- 14 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.
- 15 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

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

CERTIFICATE FOR MUNICIPAL SERVICES (COMPULSORY TO COMPLETE)

Information required in terms of the Supply Chain Management Regulations, Regulation 28 (1) (c).

Tender Number: HS 007 OF 2022

Name of the Bidder: _____

DETAILS OF THE BIDDER/S: Owner / Proprietor / Director(s) / Partner(s), etc:

Physical Business address of the Bidder	Municipal Account Number(s)

If there is not enough space for all the names, please attach the additional details to the Tender document.

Name of Director / Member / Partner	Identity Number	Physical residential address of Director / Member / Partner	Municipal Account number(s)

I, _____, the undersigned,
(full name in block letters)

certify that the information furnished on this declaration form is correct and that I/we have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.

Signature

THUS DONE AND SIGNED for and on behalf of the Bidder / Contractor

at _____ on the _____ day of _____ 2022

PLEASE NOTE:

MUNICIPAL ACCOUNTS FOR ALL PROPERTIES OWNED BY BIDDER/S MUST BE ATTACHED TO THE TENDER DOCUMENT!

Even if the requested information is not applicable to the Bidder, the table above should be endorsed **NOT APPLICABLE** with a reason and **THIS DECLARATION MUST STILL BE COMPLETED AND SIGNED**. In the event of leasing, a lease agreement **MUST** be attached to the tender document.

GEORGE MUNICIPALITY

DEPARTMENT: HUMAN SETTLEMENTS

CONTRACT NUMBER: HS 007/2022

APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF WOODEN
WINDOW FRAMES WITH NEW ALUMINIUM WINDOW FRAMES

Returnable Documents (Part T2)

*(ALL Documents and Schedules **MUST BE RETURNED** for the
TENDER to Qualify)*

T2.1	List of Returnable Schedules Required for Tender Evaluation
T2.1	Returnable Schedules
T2.2	Other documents that will be incorporated into the contract
T2.3	Returnable Schedules that will be incorporated in the contract

NOTE:

Although the documents under Part T2 is headed “Returnable Documents” in line with the CIDB model, these are not the only documents to be returned together with the Tender. **All** the documents indicated on document T1, must be completed and signed where applicable and submitted as a **complete set of documents**.

GEORGE MUNICIPALITY

DEPARTMENT: HUMAN SETTLEMENTS

CONTRACT NUMBER: HS 007/2022

**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF WOODEN WINDOW
FRAMES WITH NEW ALUMINIUM WINDOW FRAMES**

**List of Returnable Schedules Required for Tender
Evaluation Purposes (T2.1)**

Form 2.1.1	General Information
Form 2.1.2	Authority for Signatory
Form 2.1.3	Schedule of Work Carried Out by Tenderer
Form 2.1.4	Proposed Key Personnel
Form 2.1.5	Schedule of Infrastructure and Resources
Form 2.1.6	Schedule of Approach and Methodology
Form 2.1.7	Schedule of Proposed Sub-Contractors
Form 2.1.8	Financial References

FORM 2.1.1 GENERAL INFORMATION

1. Name of tendering entity: _____

1. Contact details

Address : _____

Tel no : (_____) _____

Fax no : (_____) _____

E-mail address : _____

2. Legal entity: Mark with an **X**.

Sole proprietor	
Partnership	
Close corporation	
Company (Pty) Ltd	
Joint venture	

In the case of a Joint venture, provide details on joint venture members:

Joint venture member	Type of entity (as defined above)

3. Income tax reference number: _____
(in the case of a joint venture, provide for all joint venture members)

4. Regional services area where the enterprise is registered: _____
(In the case of a joint venture, provide for all joint venture members)

5. Regional services levy registration number: _____
(In the case of a joint venture, provide for all joint venture members)

6. VAT registration number: _____ (In the case of a joint venture, provide for all joint venture members)
8. Company or closed corporation registration number: _____
(In the case of a joint venture, provide for all joint venture members)
9. Details of proprietor, partners, closed corporation members, or company directors, indicating technical qualifications where applicable (Form on the next page).
10. For joint ventures the following must be attached (**COMPULSORY**):
- Written power of attorney for authorised signatory.
 - **Pro-forma of the joint venture agreement.**
* If the Joint Venture Agreement is not attached, the tender will not be considered!

DETAILS OF PROPRIETOR, PARTNERS, CLOSED CORPORATION MEMBERS OR COMPANY DIRECTORS

Name and Identity Number	Relevant qualifications and experience	Years of relevant experience

Name of Tendering Entity : _____

Signature : _____ **Date :** _____

FORM 2.1.2 AUTHORITY FOR SIGNATORY

Details of person responsible for Tender process

Name

Contact number ()

Address of office submitting the Tender

Telephone no ()

Fax no ()

E-mail address

Signatories for close corporations and companies shall confirm their authority by attaching to this form a **duly signed and dated original or certified copy** of the relevant resolution of their members or their board of directors, as the case may be.

"By resolution of the board of directors passed on (date)

Mr.

has been duly authorized to sign all documents in connection with the Tender for Contract Number ...HS007/2022.....and any Contract which may arise there from on behalf of

(BLOCK CAPITALS)

.....

.....

SIGNED ON BEHALF OF THE COMPANY

IN HIS CAPACITY AS

DATE

FULL NAMES OF SIGNATORY

AS WITNESSES 1.

2.

FORM 2.1.3 SCHEDULE OF WORK CARRIED OUT BY TENDERER**Previous experience**

Provide the following information on relevant previous experience (indicate specifically projects of similar or larger size and/or which is similar with regard to type of work. In addition to any requirements, bidders must furnish particulars of:

- a. all consultancy services provided to an organ of state in the last five years;
- b. any similar consultancy services provided to an organ of state in the last five years.

This information is material to the award of the Contract.

Description	Value (R, VAT excluded)	Year(s) executed	Reference		
			Name	Organisati on	Tel no

Name of Tendering
Entity:

Signature :

Date :

Returnable Schedules Required For Tender Evaluation

Part T2.1

FORM 2.1.4 PROPOSED KEY PERSONNEL

The Tenderer shall list below the key personnel (including first nominee and the second-choice alternate), whom he proposes to employ on the project should his Tender be accepted, both at his headquarters and on the Site, to direct and for the execution of the work, together with their qualifications, experience, positions held and their nationalities.

DESIGNATION	NAME OF	NATIONALITY:	SUMMARY OF		HDI Status	Fee (Time Based)
	NOMINEE / ALTERNATE		QUALIFICATIONS AND NQF STATUS	EXPERIENCE AND PRESENT OCCUPATION	Yes/No	
HEADQUARTERS Partner/director						
Project manager						
Other key staff (give designation)						

Name of Tendering Entity : _____

Signature : _____

Date : _____

Returnable Schedules Required For Tender Evaluation

Part T2.1

Form 2.1.4 continued

DESIGNATION	NAME OF	NATIONALITY:	SUMMARY OF		HDI Status	Fee (Time Based)
	NOMINEE / ALTERNATE		QUALIFICATIONS AND NQF STATUS	EXPERIENCE AND PRESENT OCCUPATION	Yes/No	
<u>CONSTRUCTION MONITORING</u> Engineer on Site						
Other key staff (give designation)						

Name of Tendering Entity : _____

Signature : _____ Date : _____

FORM 2.1.5 SCHEDULE OF INFRASTRUCTURE AND RESOURCES

Provide information on the following:

Infrastructure and resources available

Physical facilities

Description	Address	Area (m ²)

Equipment

Provide information on equipment and resources that you have available for this project (attach details if the space provide is not enough):

Description : Equipment owned	Number of units
Description : Computer Hardware	Number of units
Description : Software to be Used	Number of units

Size of enterprise and current workload

What was your turnover in the previous financial year?

.....

What is the estimated turnover for your current financial year?

.....

Returnable Schedules Required For Tender Evaluation**Part T2.1**

List your current contracts and obligations

Description	Value ®	Start date	Duration	Expected completed date

Do you have the capacity to supply the goods and services described in this Tender, should the contract be awarded to you?

Staffing Profile

Provide information on the staff that you have available to execute this contract (attach a separate list if the space provided is insufficient)

Permanently employed staff : gender and race	Number of staff
Temporary staff to be employed for the project : gender and race	Number of staff

Name of Tendering Entity :

Signature :

Date :

FORM 2.1.6 SCHEDULE OF APPROACH AND METHODOLOGY/ WORK PLAN**Understanding the terms of reference / brief**

1. Do you as the contractor understand what is required in terms of the project stated above?

Yes		No	
-----	--	----	--

 (Tick Appropriate Block)

2. If you answered Yes to question 1 above, please explain briefly your understanding of the project in no more than 50 words:

3. Considering questions 1 and 2 above, please provide in summary, details of your proposed approach and work plan to the successful completion of the above project.

4. Briefly state if you have any innovative approach for this particular project mentioned above, that you feel will be unique but also economically superior to the normal workable approach at presently undertaken as the norm.

Name of Tendering Entity : _____

Signature : _____

Date : _____

FORM 2.1.7 SCHEDULE OF PROPOSED SUB-CONTRACTORS

The Tenderer shall, in accordance with the provisions of condition of Tender, list below the sub-contractors he/she proposes to employ for part(s) of the work.

If any or all of the sub-contractor/s listed hereunder are not approved subsequent to acceptance of the Tender, it shall in no way invalidate the Tender or the Contract, and the Tendered unit rates for the respective items of work shall remain final and binding even if sub-contractor/s not listed below is approved by the Employer.

PART OR TYPE OF WORK	PROPOSED SUB-CONTRACTOR	WORK RECENTLY EXECUTED BY SUB-CONTRACTOR

FORM 2.1.8 FINANCIAL REFERENCES**FINANCIAL STATEMENTS**

I/We agree, if required, to furnish an audited copy of the latest set of financial statements together with my/our Directors' and Auditors' report for consideration by the Employer.

DETAILS OF TENDERING ENTITY'S BANK

I/We hereby authorize the Employer/Engineer to approach all or any of the following banks for the purposes of obtaining a financial reference:

DESCRIPTION OF BANK DETAIL	BANK DETAILS APPLICABLE TO TENDERER 'S HEAD OFFICE
Name of bank	
Branch name	
Branch code	
Street address	
Postal address	
Name of manager	
Telephone number	()
Fax number	()
Account number	

Returnable Schedules that will be incorporated into Contract

Part T2.2

GEORGE MUNICIPALITY

DEPARTMENT: HUMAN SETTLEMENTS

CONTRACT NUMBER: HS 007/2022

**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF WOODEN
WINDOW FRAMES WITH NEW ALUMINIUM WINDOW FRAMES**

Other Documents Required For Tender Evaluation Purposes (Part T2.2)

- | | |
|------------|---|
| Form 2.2.1 | Certificate of Tenderer's Attendance at the Compulsory Information Session/Meeting |
| Form 2.2.2 | Written Proof of Tenderers registration at the Construction Industry Development Board (CIDB) |

**FORM 2.2.1 CERTIFICATE OF TENDERER'S ATTENDANCE AT THE
COMPULSORY CLARIFICATION MEETING**

This is to certify that I, ,
representative of (Tenderer)

.....
of (address)

.....
Telephone number

Fax number

attended Clarification Meeting on **Thursday, 08 September 2022 at 12:00** in the
company

of (George Municipality / Employer's Representative)

PLEASE NOTE:

Tenderers are requested to submit the minutes received at above-mentioned
compulsory information session/meeting with their Tender documents. (Non-submission
of this information may lead to rejection of this Tender)

TENDERER 'S REPRESENTATIVE:

GEORGE MUNICIPALITY / EMPLOYER'S REPRESENTATIVE:

**FORM 2.2.2 PROOF OF REGISTRATION AT THE CONSTRUCTION INDUSTRY
DEVELOPMENT BOARD (CIDB)**

The Tenderer is to affix to this page

:

- Written proof of Tenderers registration at the CIDB

Returnable Schedules that will be incorporated into Contract

Part T2.2

GEORGE MUNICIPALITY

DEPARTMENT: HUMAN SETTLEMENTS

CONTRACT NUMBER: HS 007/2022

**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF WOODEN
WINDOW FRAMES WITH NEW ALUMINIUM WINDOW FRAMES**

Returnable Schedules that will be Incorporated in the Contract (Part T2.2)

Form 2.2.3

Record of Addenda to Tender Documents

FORM 2.2.3 RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

Attach additional pages if more space is required.

Signed: Date:

Name: Position:

SIGNED ON BEHALF OF TENDERER:

1. Infrastructure and resources available

Evaluation of the following in terms of the size, nature and complexity of goods and/or services required:

- Physical facilities
- Infrastructure and resources available for the contract owned by the Tenderer
- Infrastructure and resources the Tenderer intends renting, should the contract be awarded to him.

2. Size of enterprise, and current workload

Evaluation of the Tenderer's position in terms of:

- Previous and expected current annual turnover
- Current contractual obligations
- Capacity to execute the contract

3. Staffing profile

Evaluation of the Tenderer's position in terms of:

- Staff available for this contract being Tendered for
- Qualifications and experience of key staff to be utilized on this contract.

4. Previous experience

Evaluation of the Tenderer's position in terms of his previous experience. Emphasis will be placed on the following:

- Experience in the relevant technical field
- Experience of contracts of similar size
- Some or all of the references will be contacted to obtain their input.

5. Financial ability to execute the contract

Evaluation of the Tenderer's financial ability to execute the contract. Emphasis will be placed on the following:

- Professional indemnity
- Contact the Tenderer's bank manager to assess the Tenderer's financial ability to execute the contract and the Tenderer hereby grants his consent for this purpose.

If the Tender does **not** meet the requirements contained in the George Municipality Procurement Policy, and the mentioned framework, it will be rejected by the Council, and may not subsequently be made acceptable by correction or withdrawal of the non-conforming deviation or reservation.

6. Penalties

The George Municipality will if upon investigation it is found that a preference in terms of the Act and these regulations has been obtained on a fraudulent basis, or any specified goals are not attained in the performance of the contract, on discretion of the Departmental Head, one or more of the following penalties will be imposed:

- Cancel the contract and recover all losses or damages incurred or sustained from the Tenderer.
- Impose a financial penalty of twice the theoretical financial preference associated with the claim, which was made in the Tender.
- Restrict the Tenderer, its shareholders and directors on obtaining any business from the George Municipality for a period of 5 years.

Good standing with SA Revenue Services

Attach a valid **original tax clearance certificate** to the **second page of your Tender document**.

PLEASE NOTE: In case of a **Joint Venture**, the valid **original tax clearance certificate/s of all the partners in the Joint Venture**, must be **submitted** with the Tender document.

ONLY THE VALID ORIGINAL TAX CLEARANCE
CERTIFICATE/S FROM SARS WILL BE ACCEPTED, CERTIFYING THAT THE
TAXES OF THAT PERSON TO BE IN ORDER, OR THAT SUITABLE
ARRANGEMENTS HAVE BEEN MADE WITH SARS.

Compliance with Employment Equity Act 55 of 1998

Attach a valid certificate from the Department of Labour, or a declaration (Refer to Equity Ownership Table) by the designated EMPLOYER, that the EMPLOYER complies with the relevant chapters of the Employment Equity Act.

A failure to comply with the above is sufficient ground for rejection of any offer to conclude an agreement or for cancellation of the agreement.

Definitions in terms of the last mentioned Act.

“designated EMPLOYER means-

- a) a EMPLOYER who employs 50 or more employees;
- b) a EMPLOYER who employees fewer than 50 employees, but has a total annual turnover that is equal to or above the applicable annual turnover of a small business in terms of Schedule 4 to this Act.”

“Schedule 4”

TURNOVER THRESHOLD APPLICABLE TO DESIGNATED EMPLOYERS

Sector or sub sector in accordance with the Standard Industrial Classification	Total annual turnover
Agriculture	R 2,00 m
Mining and Quarrying	R 7,50 m
Manufacturing	R 10,00 m
Electricity, Gas and Water	R 10,00 m
Construction	R 5,00 m
Retail and Motor Trade and Repair Services	R 15,00 m
Wholesale Trade, Commercial Agents and Allied Services	R 25,00 m
Catering, Accommodation and other Trade	R 5,00 m
Transport, Storage and Communications	R 10,00 m
Finance and Business Services	R 10,00 m
Community, Social and Personal Services	R 5,00 m

GEORGE MUNICIPALITY

DEPARTMENT: HUMAN SETTLEMENTS

CONTRACT NUMBER: HS 007/2022

**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF WOODEN
WINDOW FRAMES WITH NEW ALUMINIUM WINDOW FRAMES**

The Contract (Part C)

Part C1	Agreement and Contract Data
Part C2	Pricing Data
Part C3	Scope of Works

GEORGE MUNICIPALITY

DEPARTMENT: HUMAN SETTLEMENTS

CONTRACT NUMBER: HS 007/2022

APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF WOODEN
WINDOW FRAMES WITH NEW ALUMINIUM WINDOW FRAMES

Agreement And Contract Data (Part C1)

Part C1.1	Form of Offer and Acceptance
Part C1.2	Contract Data
Part C1.3	Objections and Complainants Form
Part C1.4	Form of Professional Indemnity Insurance / Form of Guarantee

GEORGE MUNICIPALITY
DEPARTMENT: HUMAN SETTLEMENTS
CONTRACT NUMBER: HS 007/2022

**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF WOODEN
WINDOW FRAMES WITH NEW ALUMINIUM WINDOW FRAMES**

Form of Offer and Acceptance (Part C1.1)
(AGREEMENT)

OFFER

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

.....

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 apart of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Service Provider 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 (INCLUDING VAT) IS:

.....

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

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

Signature(s) _____

Name(s) _____

Capacity _____

(Name and address of organisation)

ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Service Provider the amount due in accordance with the, Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's Offer shall form an agreement, between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract are contained in

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

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C3 above.

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, contact the Employer's representative (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the, Conditions of Contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

Signature

Name

Capacity

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

FOR THE TENDERER:

Signature(s) _____

Name(s) _____

Capacity _____

(Name and address of organisation)**FOR THE EMPLOYER:**

Signature _____

Name **MS LAUREN WARING**Capacity **DIRECTOR: HUMAN SETTLEMENTS, PLANNING AND
DEVELOPMENT**

GEORGE MUNICIPALITY
DEPARTMENT: HUMAN SETTLEMENTS
CONTRACT NUMBER: HS 007/2022

**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF WOODEN
WINDOW FRAMES WITH NEW ALUMINIUM WINDOW FRAMES**

Contract Data (Part C1.2)

CONDITIONS OF CONTRACT

The **Standard Professional Services Contract (Second Edition, September 2005)** published by the Construction Industry Development Board, are applicable to this.

Copies of these Conditions of Contract may be obtained from the Construction Industry Development Board's website www.cidb.org.za.

PART 1: DATA PROVIDED BY THE EMPLOYER

The following contract specific data are applicable to this Contract:

Clause 1	The Employer is the George Municipality.	
3.4 and 3.5	The Authorised and Designated representative of the Employer is:	
	Name: Mr Madoda Bokwe	
	The Employer's address for receipt of communications is:	
	<u>Physical address:</u> 71 York Street George, 6530	<u>Postal address:</u> 71 York Street George, 6530
	Telephone: 065 925 9266 E-mail: bbokwe@george.gov.za	
	The Project is for the appointment of a contractor for the supply and installation of security fence.	
3.6	The Service Provider may release public or media statements or publish material related to the Services or Project subject to the approval of the Employer.	
3.7	The Services Provision shall be completed for the portions as set out in the Scope of Works.	
5.1.1 and 5.1.2	The Service Provider is required to provide the Service with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards. Where services include the powers to certify, decide or otherwise exercise discretion in regard to a contractor agreement between the Employer and others then the Service provider shall act in respect of that contract/agreement as an independent	
5.4.1	The Service Provider is required to provide the following insurances:	
	1. Insurance against	
	Cover is:	
	Period of cover:	

Contract Data**Part C1.2**

Clause 1	The Employer is the George Municipality.
	Deductibles are: 10% Retention
5.5	The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions: 1. Appointing Sub-Contractors for the performance of any part of the Services.
Additional Clause to be added 7.3	The Employer will not be responsible for any overtime worked by or overtime payments made to personnel, or any additional costs not specified in the tender submitted by the Tenderer.
9.1	Copyright of documents prepared for the Project shall be vested with George Municipality.
12.1	Settlement of disputes is to be in terms of Clause 49 and 50 of the Supply Chain Management Policy of the George Municipality. See Document C1.3.
14	Where not specifically indicated, all tendered prices, rates, tariffs, fees, etcetera are to include 15% VAT.

PART 2: DATA PROVIDED BY THE SERVICE PROVIDER

Clause		
5.1	The Service Provider is:	
5.3	The authorized and designated representative of the Service Provider is:	
	Name:	
	The Service Provider's address for receipt of communications is	
	Physical address:	Postal address:
	Telephone:	
	Fax:	
	E-mail:	

GEORGE MUNICIPALITY
DEPARTMENT: HUMAN SETTLEMENTS
CONTRACT NUMBER: HS 007/2022

**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF WOODEN
WINDOW FRAMES WITH NEW ALUMINIUM WINDOW FRAMES**

Objections and Complainants Form (Part C1.3)

(Section 1.11.15 of the George Municipality's Supply Chain Management Policy)

(1) Details of Objector/Complainant

Name: _____

Address: (postal and street): _____

Tel: _____ Fax: _____

Contact person: _____

Reference number of Tender : _____

Other Party's Details (If any)

Name: _____

Address: (postal and street): _____

Tel: _____ Fax: _____

Contact person: _____

Reference number of Tender: _____

Objection and Complainants Form

Part C1.3

Description of Issue[s] in Dispute

List of Documents Attached

Determination Sought in Respect of Objection or Complaint

Form submitted by:

Name:

Signature:

Position:

Date:

Place:

GEORGE MUNICIPALITY

DEPARTMENT: HUMAN SETTLEMENTS

CONTRACT NUMBER: HS 007/2022

APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF WOODEN
WINDOW FRAMES WITH NEW ALUMINIUM WINDOW FRAMES

**Form of Professional Indemnity Insurance OR
FORM OF GUARANTEE??
(Part C1.4)**

The Tenderer must affix proof of Professional Indemnity Insurance to this page.

N/A

GEORGE MUNICIPALITY

DEPARTMENT: HUMAN SETTLEMENTS

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**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF WOODEN
WINDOW FRAMES WITH NEW ALUMINIUM WINDOW FRAMES**

Pricing Data (Part C 2)

C2.1 Pricing Instructions

C2.2 Pricing Schedule / Schedule of Activities

GEORGE MUNICIPALITY

DEPARTMENT: HUMAN SETTLEMENTS

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**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF WOODEN
WINDOW FRAMES WITH NEW ALUMINIUM WINDOW FRAMES**

Pricing Instructions (Part C2.1)

C2.1 PRICING INSTRUCTIONS

1. Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT)), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.
2. Show VAT payable by the employer separately as an addition to the tendered total of the prices.
3. Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.
4. State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

GEORGE MUNICIPALITY

DEPARTMENT: HUMAN SETTLEMENTS

CONTRACT NUMBER: HS 007/2022

**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF WOODEN WINDOW
FRAMES WITH NEW ALUMINIUM WINDOW FRAMES**

Pricing Schedule / Schedule of Activities (C2.2)

Prices, to include labour and all necessary material need to complete the work and restore to its original look.

Description	Unit	Quantity	Rate	Amount
Taking Out Existing Window Frame (include debris removal)	No	17	R	R
Install new Aluminium windows and frames (Incl. making good existing wall)	No	17	R	R
Remove wooden door and door frame, Supply and Install new Aluminium frame and door (size same as existing)	No	1	R	R
Subtotal (Vat Excl)				R
Vat 15%				R
Total(Incl. 15% Vat)				R

The contractor must note that all work is subject to a 3-month retention period and that 10% of the project amount will be held back for that period; it will only be paid when the defects that may occur within the 3 months have been repaired, inspected and signed off.

GEORGE MUNICIPALITY

DEPARTMENT: HUMAN SETTLEMENTS

CONTRACT NUMBER: HS 007/2022

**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF WOODEN
WINDOW FRAMES WITH NEW ALUMINIUM WINDOW FRAMES**

Scope of Works (C3)

George Municipality

Directorate of Human Settlements (New Housing)

Department – Human Settlements

Specification

Any deviation from the specifications or minimum standards must be approved by the Director: Human Settlements, Land Affairs & Planning, George Municipality, prior to any work being done.

Area : Human Settlement (New Housing Offices)

Description : Installation of Aluminium Door and Windows.

HEALTH & SAFETY

The contractor must be registered with a recognized Health & Safety body and their registration must be in good standing. The cost for the health and safety plan must be covered by the appointed contractor.

Site area must be demarcated to restrict access for individuals or any animals from the surrounding area. If necessary, safety cones and construction signs must be placed on the fence / screen and in the road to make oncoming traffic aware of the construction taking place.

Specifications as follow:

Supplier is responsible to take own door and window measurements.
Supplier to take out all existing timber door, door frame, window and window frames replace with new SABS approve aluminium (Grey in Colour). New door and window frames must be installed according to the manufacturer manual. Damage walls while taking out and re-installing of frames shall be make good, restore to their original appearance. All windows should open and close.

GEORGE MUNICIPALITY

DEPARTMENT: HUMAN SETTLEMENTS

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**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF WOODEN
WINDOW FRAMES WITH NEW ALUMINIUM WINDOW FRAMES**

Health and Safety Specification (C4)

Attached as Annexure A



Health and Safety Specification In terms of OHS ACT 85 Of 1993

Project: INSTALLATION OF ALUMINIUM DOOR AND WINDOWS.

For: GEORGE MUNICIPALITY – HUMAN SETTLEMENTS NEW HOUSING

Project Directory

Project Client

Name: George Municipality 71 York Street George 6530	Contact Details: 044 801 9111
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Designer

Name: George Municipality 71 York Street George 6530	Contact Details: 044 801 9111
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OHS

Name: OHS Inc	Contact Details: 082 7717072 admin@ohsinc.co.za
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Other Parties

Name: George Municipality Electrical Dept	Contact Details: 044 801 9222
Name: George Municipality Water Dept	Contact Details: 044 801 9262
Name: George Municipality Civil Engineering Services	Contact Details: 044 801 9111

Project Details

Provisional Start Date:	TBA
Provisional Completion Date:	TBA
Proposed Contract Duration:	TBA
Proposed Project Value:	TBA
Notification of Construction Work:	Yes
Construction Work Permit Application:	N/A
Prepared by:	J van Graan
Date Prepared:	27 August 2022

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- Task Completion Form

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Annexure D

- Baseline Risk Assessment

Annexure E

- Safety File Index

1. **Purpose**

1. The purpose of this document is to provide health and safety information about specific project risks known by the Client, Designer and Client Agent. These risks are applicable to this project and may not necessarily be common knowledge to the Contractor. The Contractor must take this information into account and ensure that their tenders include adequate resources to deal with the matters detailed in this document. Compliance must be ensured by the Contractor and Appointed Sub- Contractor to all relevant legislation. Safeguarding of employees, sub-contractors and other persons affected by the construction activities must be ensured.
2. Reference should be made to the following documentation in conjunction with this safety specification (including existing surveys, drawings and reports):
 - (a) Engineers Drawings
 - (b) Designers Input
 - (c) Tender Documents
3. Due to potentially dangerous operations being undertaken in construction, there is a possibility of incidents and accident which may lead to injuries or fatalities. In many instances non-compliances to the Occupational Health and Safety Act (OHS Act) has resulted in severe consequences for the parties involved. The Project Client is determined to ensure the highest health and safety standards throughout the Contract.
4. To ensure this The Project Client / Client Agent has prepared and published this document. This document should be used as a guideline for minimum levels of awareness and guidance for health and safety requirements for this Contract. The responsibility for adhering to these requirements rests with the Contractors.
5. **Every Employer will provide and maintain, as far as reasonably practicable, a set working environment that is safe and without risk to the health of his employees. OHS Act 8 (1)**
6. **Compliance with the OHS Act and Regulations will not be limited to this specification and the definitions contained in this document.**
7. **Tenderers are expected to be conversant with the requirements and effect of health and safety legislation, in particular the Construction Regulations, 2014, and the Occupational Health and Safety Act, 85 of 1993. Provision must be made in the tender submission to comply with all legal requirements.**
8. The Contractor's personnel will be responsible implementation all necessary legislative requirements. Document control and record systems associated with the legislation must be kept by the Contractor.
9. This document should be used to assist them Contractor towards achieving compliance with the OHS Act.
10. The Specification will be implemented during construction of the works Project Client / Client Agent has control over.
11. ***The Project Client is committed to ensure compliance to all the relevant legislation regarding Occupational Health and Safety is maintained and no accident occurs.***
12. This document must be used as a means of measuring performance of all parties entering into a contract with the project Client or Contractor in Occupational Health and Safety Standards.

13. The Project Client does not accept any liability which may result from the Contractor failing to comply with the Document; the Contractor remains responsible for achieving the required performance levels.
14. This document forms part of the Contract, and Contractors are required to make it part of their Contracts with Sub-Contractors and Suppliers.
15. **The successful Contractor will ensure that a Safety Plan complying with all the relevant legal requirements and this document is compiled and approved by the Client/Client Agent before commencement of Construction.**

1.2 PROJECT DETAILS

Description of Work

Supplier is responsible to take own door and window measurements. Supplier to take out all existing timber door, door frame, window and window frames replace with new SABS approved aluminium (Grey in Colour). New door and window frames must be installed according to the manufacturer manual. Damage walls while taking out and re-installing of frames shall be make good, restore to their original appearance. All windows should open and close.

1.3. EXISTING ENVIRONMENT

Contractor to ensure that the building site is properly secured with controlled access to and from the building site/work area.

The contractor must ensure that all work areas are barricaded and identified with safety warning signs. Principal contractor must ensure that he/she is aware of the requirements of OHS Act 85 of 1993 Section 9 when performing construction work at the area.

9. General duties of employers and self-employed persons to persons other than their employees

- (1) Every employer shall conduct his undertaking in such a manner as to ensure, as far as is reasonably practicable, that persons other than those in his employment who may be directly affected by his activities are not thereby exposed to hazards to their health or safety.
- (2) Every self-employed person shall conduct his undertaking in such a manner as to ensure, as far as is reasonably practicable, that he and other persons who may be directly affected by his activities are not thereby exposed to hazards to their health or safety.

Good housekeeping practices and dust control measures must be enforced, and no building rubble must be left lying around. All work areas must be clearly identified as construction areas and no access allowed signs displayed.

No external visitors will be allowed to visit the construction area unless permission has been obtained from the Client/Client representative.

Contractor will be held liable for any damages to municipal property, directly or indirectly, as a result of the construction process, delivery of materials or as a result of damages caused by any labour or sub-contractors employed by the contractor.

1. Hazards particular to this project Baseline Risk Assessment

1.4 BASELINE RISK ASSESSMENT (See Annexure D)

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

- COVID-19
- Site Establishment
- Use of local labour
- Loading and offloading
- Electrical Tools and equipment
- Working at heights
- Use of Scaffolding
- Noise and Dust
- Manual Labour loosening and fastening items
- Manual Handling of general items
- Working with hands
- Use of ladders
- Use of Grinders
- Cutting cement
- Fire
- Hand Tools
- Hazardous Substances (Chemicals and gases)
- Line of fire
- Pinch Points
- Oil Spills
- Ergonomics
- Housekeeping
- Personal Protective Equipment
- Management of Change
- Flammable liquids (Diesel, Petrol, thinners, and paint)
- Stacking and storage of materials in work areas.
- Portable Electrical equipment
- Snakes and insects

NOTE:

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

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

- Paint
- Thinners
- Paint stripper

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

Safety Rules

MANUAL LIFTING	<ul style="list-style-type: none"> • Keep your back straight, Bend the knees, don't reach and lift, Get help for heavy loads.
FALLS & FALLING OBJECTS	<ul style="list-style-type: none"> • Wear safety harness at all times when working at heights. • 100% tie of always • Look before you step, keep all work areas clean, stay out from under loads, don't use unsafe ladders.
WORKING WITH ELECTRICITY	<ul style="list-style-type: none"> • Avoid contact with energized electrical circuits, always use insulated tools, • Always use appropriate insulated rubber gloves and goggles • Follow lock out and tag out procedure requirements. • Never work on energized systems
UNSAFE USE OF TOOLS	<ul style="list-style-type: none"> • Inspect regularly, report all defects at once, use the right tool safely, Put it away safely
PROTECTIVE EQUIPMENT	<ul style="list-style-type: none"> • Ensure you use the correct PPE for the job at hand
HOUSEKEEPING	<ul style="list-style-type: none"> • A clean job is a safe job, use waste bins, Pile materials safe and neat, Remove hazardous debris
TEAMWORK	<ul style="list-style-type: none"> • Plan all work with safety • Protect fellow workers • Ensure work areas are made safe before work starts

Labour Records

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

Plant Records

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

GENERAL PROJECT INFORMATION

The purpose of this section is to provide general health and safety information about construction risks which are applicable to the construction industry as a whole. The Contractor must take all information in this section into account and ensure that their tenders include adequate resources to deal with the matters detailed below. All relevant risks must be dealt with in compliance with legislation

2. STANDARD OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

2.1. Scope

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

2.2 Interpretation

2.2.1 Application

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

2.2.2 Definitions

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

Agent

means a competent person who acts as a representative for a client;

Client

means any person for whom construction work is being performed;

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

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

Competent person

Means a person who

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

(b) Is familiar with the Act and with the applicable regulations made under the Act;

Contractor

Means an employer who performs construction work

Fall protection plan

means a documented plan, which includes and provides for-

- (a) all risks relating to working from a fall risk position, considering the nature of work undertaken;
- (b) the procedures and methods to be applied in order to eliminate the risk of falling; and
- (c) a rescue plan and procedures;

Fall risk

means any potential exposure to falling either from, off or into;

Hazard

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

Hazard identification

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

Health and safety file

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

Health and Safety Plan

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

Medical certificate of fitness

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

Principal Contractor

Means an employer appointed by the client to perform construction work

Risk

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

Risk assessment

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

Site

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

The Act

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

2.3 General Health and Safety Provisions

2.3.1 Notification of Intention to Commence Construction Work

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

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

2.3.2.1 Construction Manager CR 8(1) (Will not be required, CR 8(7) Supervisor can be appointed)

1. A principal contractor must in writing appoint one full-time competent person as the construction manager with the duty of managing all the construction work on a single site, including the duty of ensuring occupational health and safety compliance, and in the absence of the construction manager an alternate must be appointed by the principal contractor.
2. Where the construction manager has not appointed assistant construction managers as contemplated in Construction Regulation 8(2) or, in the opinion of an inspector, a sufficient number of such assistant construction managers have not been appointed, that inspector must direct the construction manager in writing to appoint the number of assistant construction managers indicated by the inspector, and those assistant construction managers must be regarded as having been appointed under Construction Regulation 8(2).
3. No construction manager appointed under Construction Regulation 8(1) may manage any construction work on or in any construction site other than the site in respect of which he or she has been appointed.
4. A construction manager must in writing appoint construction supervisors responsible for construction activities and ensuring occupational health and safety compliance on the construction site.
5. **Competency requirements – CV with proof of more than 3 years' experience in the same position, Legal liability training, General OHS Act & Regulations training, Construction Regulations 2014 & HIRA training Certificates**

2.3.2.2 Assistant Construction Manager CR8 (2)

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

2. Competency requirements – CV with proof of more than 3 years' experience in the same position, Legal liability training, General OHS Act & Regulations training, Construction Regulations & HIRA training Certificates

2.3.2.3 Construction Safety Officer CR8 (5)

1. A contractor must, after consultation with the client and having considered the size of the project, the degree of danger likely to be encountered or the accumulation of hazards or risks on the site, appoint a full-time or part-time construction health and safety officer in writing to assist in the control of all health and safety related aspects on the site: Provided that, where the question arises as to whether a construction health and safety officer is necessary, the decision of an inspector is decisive.
2. No contractor may appoint a construction health and safety officer to assist in the control of health and safety related aspects on the site unless he or she is reasonably satisfied that the construction health and safety officer that he or she intends to appoint is registered with a statutory body **SACPCMP** approved by the Chief Inspector and has necessary competencies and resources to assist the contractor. **SACPCMP registration certificate must be provided.**
3. Part Time safety officer will be accepted but must perform site visits once a week for the duration of this project

2.3.2.4 Construction Supervisor CR 8(7)

1. A contractor must, upon having considered the size of the project, in writing appoint one or more competent employees for different sections thereof to assist the construction supervisor contemplated in Construction Regulation 8(7) and every such employee has, to the extent clearly defined by the contractor in the letter of appointment, the same duties as the construction supervisor: Provided that the designation of any such employee does not relieve the construction supervisor of any personal accountability for failing in his or her supervisory duties in terms of this regulation.
2. Where the contractor has not appointed an employee as contemplated in Construction Regulation 8(8), or, in the opinion of an inspector, a sufficient number of such employees have not been appointed, that inspector must instruct the employer to appoint the number of employees indicated by the inspector, and those employees must be regarded as having been appointed under Construction Regulation 8(8).
3. No construction supervisor appointed under Construction Regulation 8(7) may supervise any construction work on or in any construction site other than the site in respect of which he or she has been appointed: Provided that if a sufficient number of competent employees have been appropriately designated under Construction Regulation 8(7) on all the relevant construction sites, the appointed construction supervisor may supervise more than one site.
4. Competency requirements – CV with proof of more than 3 years' experience in the same position, **Legal liability training**, General OHS Act & Regulations training, **Construction Regulations 2014** & HIRA training Certificates.

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

2.3.3 Competency for Contractor's Responsible Persons

1. The Contractor's responsible persons will be competent in health and safety and will have undergone Health and Safety Management Courses.

Typical courses will include, HIRA, Legal liability, Incident Investigation, Construction regulations 2014 and OHS Act training. Proof must also be provided that the relevant appointed responsible person has experience related to the work that will be conducted

Proof of competence in regards to specific work that will be conducted must also be Available, this will include all relevant registrations required to perform electrical work for both the company as well as specific employees identified to perform specialised task.

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

1. The Contractor will submit a letter of good standing with the Compensation Insurer to The Project Client / Client Agent, within 10 working days from receipt of the Letter of Acceptance from The Project Client / Client Agent. This shall be renewed as and when required so as to remain valid for the duration of the Contract **"No letter of Good Standing No work"**

2.3.5 Occupational Health and Safety Policy

1. The Contractor will submit a Health and Safety Policy drafted in line with the OHS Act 85 of 1993 section 7 requirements with the Tender, signed by the Chief Executive Officer.

2.3.6 Health and Safety Organogram

1. The Contractor will submit an organogram to the Client/ Client Agent, outlining the Health and Safety site team appointments as required by the OHS Act. The organogram must include the legal reference under which each person is appointed as well as the persons contact details (Cell phone number and e-mail address).

2.3.7 Risk Assessment for construction work

1. A contractor must, before the commencement of any construction work and during such construction work, have risk assessments performed by a competent person appointed in writing, which risk assessments form part of the health and safety plan to be applied on the site, and must include—
 - (a) the identification of the risks and hazards to which persons may be exposed to;
 - (b) an analysis and evaluation of the risks and hazards identified based on a documented method;
 - (c) a documented plan and applicable safe work procedures to mitigate, reduce or control the risks and hazards that have been identified;
 - (d) a monitoring plan; and
 - (e) a review plan.
2. A contractor must ensure that as far as is reasonably practicable, ergonomic related hazards are analyzed, evaluated and addressed in a risk assessment.
3. A contractor must ensure that all employees under his or her control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures and or control measures before any work commences, and thereafter at the times determined in the risk assessment monitoring and review plan of the relevant site.
4. A principal contractor must ensure that all contractors are informed regarding any hazard that is stipulated in the risk assessment before any work commences, and thereafter at the times that may be determined in the risk assessment monitoring and review plan of the relevant site.

5. A contractor must consult with the health and safety committee or, if no health and safety committee exists, with a representative trade union or representative group of employees, on the monitoring and review of the risk assessments of the relevant site.
6. A contractor must ensure that copies of the risk assessments of the relevant site are available on site for inspection by an inspector, the client, the client's agent, any contractor, any employee, a representative trade union, a health and safety representative or any member of the health and safety committee.
7. A contractor must review the relevant risk assessment—
 - (a) where changes are effected to the design and or construction that result in a change to the risk profile; or
 - (b) when an incident has occurred.

Ergonomic risk assessment Published 6 December 2019

- (1)
 - (a) An employer must, before the commencement of any work that may expose employees to ergonomic risks, have an ergonomic risk assessment performed by a competent person.
 - (b) The ergonomic risk assessment contemplated in paragraph (a) must be performed after consultation with the health and safety committee established in respect of a workplace under the employer's control or the health and safety representatives designated for that workplace or for different sections thereof.
- (2) The ergonomic risk assessment contemplated in subregulation (1) must—
 - (a) be conducted at intervals not exceeding two years; and
 - (b) include—
 - (i) a complete hazard identification;
 - (ii) the identification of all persons who may be affected by the ergonomic risks;
 - (iii) how employees may be affected by the ergonomic risks;
 - (iv) the analysis and evaluation of the ergonomic risks; and
 - (v) the prioritisation of ergonomic risks.
- (3) An employer must review the relevant ergonomic risk assessment made in accordance with subregulation (1) if—
 - (a) such assessment is no longer valid;
 - (b) control measures are no longer effective;
 - (c) technological or scientific advances allow for more effective control methods;
 - (d) there has been a change in—
 - (i) the work methods;
 - (ii) the type of work carried out; or
 - (iii) the type of equipment used to control the exposure; and
 - (e) an incident occurs or medical surveillance reveals an adverse health effect, where ergonomic risks are identified as a contributing factor.
- (3) A contractor must ensure that all employees under his or her control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures and or control measures before any work commences, and thereafter at the times determined in the risk assessment monitoring and review plan of the relevant site.
- (4) A principal contractor must ensure that all contractors are informed regarding any

hazard that is stipulated in the risk assessment before any work commences, and thereafter at the times that may be determined in the risk assessment monitoring and review plan of the relevant site.

- (5) A contractor must consult with the health and safety committee or, if no health and safety committee exists, with a representative trade union or representative group of employees, on the monitoring and review of the risk assessments of the relevant site.
- (6) A contractor must ensure that copies of the risk assessments of the relevant site are available on site for inspection by an inspector, the client, the client's agent, any contractor, any employee, a representative trade union, a health and safety representative or any member of the health and safety committee.
- (7) A contractor must review the relevant risk assessment—
 - (a) where changes are effected to the design and or construction that result in a change to the risk profile; or
 - (b) when an incident has occurred.

Issue Based Risk Assessment

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

Continuous Risk Assessment

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

2.3.8 Health and Safety Representative(s) Section 17

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

2.3.9 Health and Safety Committee Section 19

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

2.3.10 Inductions

1. All Contractor's personnel shall undergo induction before commencement of work on the Project Site. Appropriate time must be set aside for training (induction and other) of all employees. Acknowledgement of receiving and understanding the induction shall be signed by all persons receiving this induction.

Prior to induction all Contractor's personnel shall undergo a pre-employment medical examination and be confirmed fit for duty. This examination shall be arranged by the Contractor at the Contractor's cost and a copy of the medical must be available in the safety file at all times

Employees are responsible for their own Health and Safety and that of their co-workers within their work area. They shall be made aware of their responsibilities during induction and awareness sessions which include:

- Familiarising themselves with their workplaces and Health and Safety procedures;
- Working in a manner that does not endanger them or cause harm to others;
- Keeping their work area tidy;
- Reporting all incidents / accidents / occupational ill-health and near misses;
- Protecting fellow workers from injury;
- Reporting unsafe acts and unsafe conditions;
- Reporting any situation that may become dangerous;
- Carrying out lawful orders and obeying HSE rules.
- Reporting to the employer when displaying any COVID-19 symptoms while at work or at home.

The Contractor shall ensure that all Contractor's personnel undergo general work induction with regard to the approved HSE Plan, general hazards prevalent on the Project Site, Construction Risk Assessments, HSE Rules and other related aspects.

The contractor must ensure that as new employees are brought to site during the project they must also undergo inductions before being able to perform any task on site.

Evidence of training skills and competencies shall form part of the Contractor's records. The Contractor shall ensure that all Contractors' personnel are adequately trained in the type of work / tasks to be performed. This training shall extend to include relevant procedures, Hazard Identification and Risk Assessment. Contractor's personnel shall have the appropriate qualifications and shall work under competent supervision. Copies of records of appropriate training and qualifications for all employees shall be kept and maintained. When there is an amendment to an Act, Regulation, Contractor's HSE Requirements Document and/or HSE Plan, all affected staff shall undergo the relevant re-training.

2.3.11 Medical Surveillance Programme

1. The Client will only accept medicals Conducted by Registered Occupational Health Practitioners who hold valid qualifications in occupational health (AIA Registration).

The Contractor shall ensure that all their Contractor's personnel have undergone a pre-employment medical examination and have available Annexure 3 before starting work on the Project. An exit medical examination shall be done by all employees before leaving the Project Site.

The preemployment and exit medicals shall, as a minimum, be to the standard of what is referred to as 'Red Ticket' medical fitness certification. If the contract is longer than 12 months, then this shall include an annual periodic medical. The medical certificate shall be issued before the employee commences work. If the Contractor does not provide proof of

valid certificates of fitness for a Contractor's Employee, then such Contractor's Employee shall not be permitted access to the Project Site.

The medical certificate shall be renewed annually. Exit medicals shall be conducted prior to the termination of the employee's contract for / at the Project Site unless otherwise advised by the Client. The Contractor's Employees shall be issued with the required medical records to prove medical status at the time of exiting the Project Site. The Contractor shall provide a documented process for managing those employees who are issued with a conditional certificate of fitness.

2.3.11 Awareness

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

2.3.12 Competency

1. After the Contractor has identified the training to be conducted, based on the Hazard Identification Risk Assessment (HIRA); he / she will send the relevant persons on appropriate courses and keep certificates of training for reference. The Appointed CR 8(1), CR8(7) and CR 8(8) must at minimum have attended the following training courses and have the required competency certificates
 - Legal Liability **
 - Construction Regulations 2014 **
 - HIRA
 - Incident Investigation

2.3.14 General Record Keeping

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

2.3.15 General Inspection, Monitoring and Reporting

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

2.3.16 Internal Audits

1. The Principal contractor's responsible Safety Officer will conduct monthly Health and Safety audits to ensure compliance with the OHS Act 85 of 1993 and Occupational Health and Safety Specification and communicate the findings to the Client Agent on a monthly basis. Records of audits must be kept, and non-conformance reported, investigated and corrective action must be taken to prevent re-occurrence.

2.3.17 External Audits

1. The Project Client / Client Agent will conduct health and safety audits to ensure compliance with the Occupational Health and Safety Act 85 of 1993, Safety Specification and any

relevant Health & Safety Legislation. All documentation held by the Contractor will be available for inspection.

2. Audits and Inspections may be conducted on an ad hoc basis without informing the Contractor.
3. **Any findings observed during these audits will be placed on an audit action plan that will show the deviation, the reason for the deviation occurring, the proposed actions that will be taken to correct the deviation, responsible persons name, proposed close out date, actual closed out date and a signature of the contractor's responsible person confirming the close out.**
4. The action plan must be submitted to the Client Agent within 3 days of receiving the audit report

2.3.18 Emergency Procedures

1. The Contractor shall develop his own emergency response plan for both work areas and office areas and submit this plan to the Client Agent for approval. The plan shall be amended as required by the Client/Client Agent. The Contractor shall ensure that all personnel are aware of and trained in the execution of the emergency plan. The procedure will detail the response plan including the following key personnel:
 - (a) List of key personnel,
 - (b) Details of emergency services,
 - (c) Actions or steps to be taken in the event of the emergency; and
 - (d) Information on hazardous materials / situations, including each material's hazardous potential impact or risk on the environment or human and measures to be taken in the event of an accident.

The emergency plan must also include procedure and processes to be followed in the event of electrocution as well as any other emergency situation that may occur while performing electrical works

2. Emergency procedures will include, but will not be limited to, COVID-19, fire, spills, accidents involving employees, use of hazardous substances, electrical shock or contact, etc. The Contractor will advise The Project Client / Client Agent in writing of any on site emergencies, together with a record of action taken, within 24 hours of the emergency occurring. A contact list of all service providers (Fire Department, Ambulance, Police, Medical and Hospital, etc.) must be maintained and available to site personnel.
3. The Contractor shall be responsible for ensuring that his emergency plan is reviewed annually, and after every incident which caused the emergency plan to be activated. Any changes made shall be briefed to all persons affected.

2.3.19 First Aid Box and First Aid Equipment

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

2.3.20 Accident / Incident Reporting and Investigation

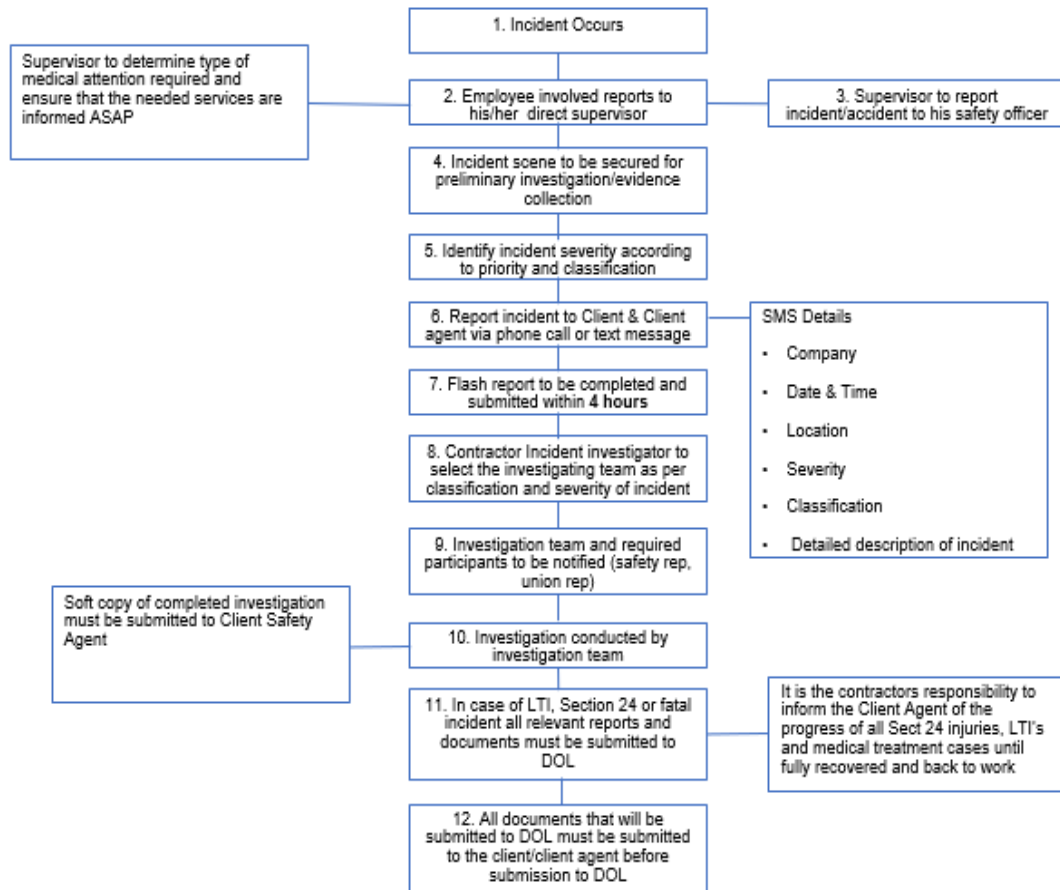
1. The Contractor will in addition to the prescribed requirements of the OHS Act investigate, record and report all reportable incidents. The investigations will be conducted by a qualified (Competence certificate required) person or persons who have sufficient knowledge to carry out an investigation.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

Preliminary investigations must be submitted to the Client agent within three days of incident occurring, the investigation will be reviewed, and the client agent reserves the right to request changes made to the investigation upon agreement with the contractor. In the event of section 24 and LTI investigations a final investigation report will be compiled and submitted to the Client/Client Agent with a detailed action plan outlining precautionary measures that will be taken to prevent reoccurrences as well as any other actions needed and identified during the investigation process.

The contractor will provide to the Client & Client agent a scanned copy of the full final investigation as well as the following documents.

- Copy of the DSTI
- Copy of the risk assessment at the time of incident as well as a revised risk assessment.
- All appointments and competency certificates of supervision involved as well as injured person.
- Copy of injured person's pre-employment medical
- All medical reports e.g. First medical, follow up medicals as well as final medical and resumption report.
- Annexure 1 report of incident to department of labour
- Detailed action plan addressing all findings made during the investigation
- Proof of all close outs of findings made during the investigation
- Copies of all witness and other statements taken.
- Proof of Incident recall with all employees

Incidents will be managed according to the flow chart bellow



2.3.21 Hazards and Potential Situations Communication

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

2.3.22 Personal Protective Equipment (PPE) and Clothing

1. The Contractor will make provision and keep adequate quantities of SABS approved PPE or clothing on site at all times. These will be analysed by means of the Risk Assessment. The contractor must ensure that a PPE survey is conducted to determine the type of PPE that will be needed and indicate which job category will need what PPE this will include COVID-19. PPE issue records must be available for all PPE issued to employees on site, ensure each employee signs for their PPE

All employees must be trained regarding the use maintenance and limitations of PPE issued for COVID-19 this will include the washing, drying and ironing of face masks

2. The Contractor will clearly outline procedures to be taken when PPE or clothing is:
 - (a) Lost or Stolen
 - (b) Worn Out or Damaged
 - (c) When and where it must be worn or used

2.3.23 Occupational Health and Safety Signage

1. The Contractor will provide adequate on site OHS signage complying with **SANS1186 requirements**. OHS signage will include, but will not be limited to, Construction area, Hard Hat / Helmet Area; Safety Goggles, Safety Shoes to be worn on site; Dust Masks to be worn in areas where there might be exposure to excessive dust; Ear Plugs / Muffs to be worn

where there might be exposure over 85 dBA; Gloves; Safety Goggles; Safety Harness, etc. The Contractor will be responsible to maintain the quality and replacement of signage. Type of signage needed will be determined by the existing hazards and risks on site.

2.3.24 Consolidated Health and Safety File

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

2.3.25 Permits (Not applicable)

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

All relevant required wayleave permits as per the George Municipal processes and procedures.

2.3.26 Contractors

1. The Principal Contractor will ensure that all contractors under his / her control are complying with the Occupational Health and Safety Act 85 of 1993, Client Specification, and any relevant legislation which may relate to the activities directly or indirectly. Each contractor must sign a 37(2) agreement as well as Construction regulations 7(1)(c)(v) contractor appointment before being allowed to perform any work.

2.3.27 Work Stoppage due to non-conformance

The Client Agent and the Client are entitled to stop the execution of the works and issue Nonconformance notices for serious / life threatening Health, Safety or Environmental violations. Any non-conformances / findings / observations found during audits / inspections shall, where practicable, be raised, discussed and resolved directly with the Contractor.

The conditions that can lead to work stoppages include but shall not be limited to:

- Management of change: This is when there are changes to the work environment (e.g. management / supervisory changes) and / or construction work (e.g. modifications to the design) at any phase of the construction period, and / or amendments with regards to the Clients rules and regulations and / or legislative amendments;
- Unsafe acts / behaviours by Contractor's personnel;
- Unsafe conditions resulting from unforeseen hazards, changes in working procedures, unexpected weather conditions and malicious acts of vandalism. In the event of unsafe conditions being identified by any person, the process to be followed shall be:
- The Client/Client Agent shall be informed immediately.
- The work activity shall be stopped immediately and conditions made as safe as possible as an interim measure.

- The affected workforce shall be removed from the work area and the Contractor shall correct the Health and Safety deficiencies by allowing only the people in the area that are competent to make the area safe.
- The Contractor shall ensure that no other work is being performed in the area during this time. The area shall be barricaded and a sign placed with the wording “Unsafe Area – Authorized Access Only”. Where necessary guards shall be posted to prevent entry.
- The Client Agent shall review the affected parts / sections of the HSE Plan with the purpose of providing additional HSE information to the Contractor to enable the establishment of a safe working environment.
- The Contractor shall revise the relevant sections in the HSE Plan to accommodate the changes.
- The Client Agent shall review the revised provisions in the HSE Plan to ensure they are adequate and approve it before the work activity is commenced. The work activity / work area shall be subject to additional monitoring in the initial stages to ensure that safe conditions remain.

Before the workforce is allowed back in the area, the Contractor shall ensure:

- The area is re-inspected by the Contractor’s HSE personnel and Construction Supervisor who shall note corrective actions taken;
- Declare the area safe for work by signing off on the “work stoppage” notice issued by The Client Agent and or the Client.

2.3.28 Environmental Management

The Contractor shall comply with all relevant published legislation

2.4 Occupational Safety

2.4.1 Stacking of Materials

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

2.4.2 Housekeeping and General Safeguarding on Construction Sites

1. A contractor must, in addition to compliance with the Environmental Regulations for Workplaces, 1987, promulgated by Government Notice No. R. 2281 of 16 October 1987, ensure that suitable housekeeping is continuously implemented on each construction site, including –
 - (a) the proper storage of materials and equipment;
 - (b) the removal of scrap, waste and debris at appropriate intervals;
 - (c) ensuring that materials required for use, are not placed on the site so as to obstruct means of access to and egress from workplaces and passageways;
 - (d) ensuring that materials which are no longer required for use, do not accumulate on and are removed from the site at appropriate intervals;
 - (e) ensuring that waste and debris are not disposed of from a high place with a chute, unless the chute complies with the requirements set out in regulation 14(6);

- (f) ensuring that construction sites in built-up areas adjacent to a public way are suitably and sufficiently fenced off and provided with controlled access points to prevent the entry of unauthorized persons; and
- (g) ensuring that a catch platform or net is erected above an entrance or passageway or above a place where persons work or pass under, or fencing off the danger area if work is being performed above such entrance, passageway, or place so as to ensure that all persons are kept safe in the case of danger or possibility of persons being struck by falling objects.

2.4.3 Hazardous Chemical Substances (HCS)

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

2.4.4 Noise Induced Hearing Loss

1. Where noise is identified as a hazard the requirements of the NIHL regulations must be complied with and the following must be included / referred to in the Health and Safety Plan. The Contractor must be able to:
 - (a) Proof of training with regards to these regulations.
 - (b) That monitoring carried out by an AIA and done according to SABS 083.
 - (c) Medical surveillance programme is established and maintained for the necessary employees.
 - (d) Control of noise by means of:
 - i. Engineering methods considered
 - ii. Admin control considered
 - iii. Personal protective equipment considered/decided on

- iv. Describe how records are going to be kept for 40 years.

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

1. A contractor must ensure that all construction vehicles and mobile plant –

- (a) are of an acceptable design and construction;
- (b) are maintained in a good working order;
- (c) are used in accordance with their design and the intention for which they were designed, having due regard to safety and health;
- (d) are operated by a person who -
 - i. has received appropriate training, is certified competent and in possession of proof of competency and is authorised in writing to operate those construction vehicles and mobile plant;
 - ii. has a medical certificate of fitness to operate those construction vehicles and mobile plant, issued by an occupational health practitioner in the form of Annexure 3 of Construction Regulation 2014
- (e) have safe and suitable means of access and egress;
- (f) (f) are properly organized and controlled in any work situation by providing adequate signalling or other control arrangements to guard against the dangers relating to the movement of vehicles and plant, in order to ensure their continued safe operation;
- (g) (g) are prevented from falling into excavations, water or any other area lower than the working surface by installing adequate edge protection, which may include guardrails and crash barriers;
- (h) (h) are fitted with structures designed to protect the operator from falling material or from being crushed should the vehicle or mobile plant overturn;
- (i) (i) are equipped with an acoustic warning device which can be activated by the operator;
- (j) (j) are equipped with an automatic acoustic reversing alarm; and
- (k) (k) are inspected by the authorised operator or driver on a daily basis using a relevant checklist prior to use and that the findings of such inspection are recorded in a register kept in the construction vehicle or mobile plant.

2. A contractor must ensure that –

- (a) no person rides or is required or permitted to ride on a construction vehicle or mobile plant otherwise than in a safe place provided thereon for that purpose;
- (b) every construction site is organized in such a way that, as far as is reasonably practicable, pedestrians and vehicles can move safely and without risks to health;
- (c) the traffic routes are suitable for the persons, construction vehicles or mobile plant using them, are sufficient in number, in suitable positions and of sufficient size;
- (d) every traffic route is, where necessary, indicated by suitable signs;
- (e) all construction vehicles and mobile plant left unattended at night, adjacent to a public road in normal use or adjacent to construction areas where work is in progress, have appropriate lights or reflectors, or barricades equipped with appropriate lights or reflectors, in order to identify the location of the vehicles or plant;
- (f) all construction vehicles or mobile plant when not in use, have buckets, booms or similar appendages, fully lowered or blocked, controls in a neutral position, motors stopped, wheels chocked, brakes set and ignition secured;
- (g) whenever visibility conditions warrant additional lighting, all mobile plant are equipped with at least two headlights and two taillights when in operation;
- (h) tools, material and equipment are secured and separated by means of a physical barrier in order to prevent movement when transported in the same compartment with employees;

- (i) vehicles used to transport employees have seats firmly secured and adequate for the number of employees to be carried; and
- (j) all construction vehicles or mobile plant travelling, working or operating on public roads comply with the requirements of the National Road Traffic Act, 1996.

2.4.6 Pressure Vessels Including Gas Cylinders

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

2.4.7 Fire Fighting Equipment & Fire Safety

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

Fire Safety

The Contractor shall develop fire safety and evacuation procedures for any area under his control prior to the commencement of any work thereon. The procedure shall take into consideration the size of the area, types of work being done (e.g. cutting, welding, grinding, etc.), amount of combustible materials present etc. It shall take account of any hot work permit arrangements and all other applicable fire and evacuation procedures. All Contractor's personnel entering and working on the Project Site, shall be trained in fire safety and emergency evacuation and any other duties they are required to perform e.g. Fire Warden.

Existing fire management systems in buildings shall be maintained during construction whenever possible. Any changes shall be approved by the Client before implementation

Fire Safety Plan

The Contractor shall prepare a Fire Safety Plan which shall include:

- a) The designation and organisation of personnel to carry out fire safety duties, including fire watch service, if applicable.
- c) Emergency procedures to be used in the case of fire, including:
 - method of sounding the fire alarm;
 - notifying the fire department;
 - instructions to personnel;
 - fire-fighting procedures;
 - evacuation routes;
 - location of assembly points; and
 - Integration with existing site emergency procedures.
- c) The control of fire hazards in and around buildings.
- d) Maintenance of fire-fighting facilities.
- e) Display in strategic places a site plan that will illustrate the assembly points, locations of means of raising the alarm and extinguisher media. A plan shall be drawn up for

each area under the Contractors control and shall, where appropriate, include office and welfare facilities.

2.4.8 General Machinery

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

All cherry pickers/Truck mounted elevated work platform that will be used during the project must have the required certificates to proof that load tests has been conducted and that the plant conforms to the requirements of Driven Machinery regulations. All employees that will be operating cherry pickers or similar plant and equipment must be competent to do so and have the required competency certificate as proof. All operators must be appointed in writing and must have a valid medical certificate. Cherry pickers/truck mounted elevated work platforms must only be used for the purpose they have been designed for (as per manufacturers specifications) the safe working load requirements for this plant must not be exceeded and the plant must not be overloaded.

The contractor must provide a safe work procedure for the use of cherry pickers to conduct the task at hand.

2.4.9 Portable Electrical Tools / Explosive Power Tools

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

2.4.10 High Voltage Electrical Equipment & Electrical Regulations

High Voltage Electrical Equipment

1. The Contractor will ensure that, where the work is under, on or near high-voltage electrical equipment the Electrical Regulations, together with safety instructions (Regulations of the Owner of the Equipment) are complied with.
2. Such equipment includes: -
 - Eskom and the Local Authority equipment
 - The Contractor's own power supply; and
 - Electrical equipment being installed but not yet taken over from a Contractor by The Project Client / Client Agent.

2.4.11 Public Health and Safety

1. The Contractor will ensure that each person working on or visiting a site, and the surrounding community, will be made aware of the dangers likely to arise from on-site activities and the precautions to be observed to avoid or minimize those dangers. Appropriate health and safety signage will be posted at all times. No visitor will be allowed to be on site without permission of the Construction Supervisor or his/her Assistant. All visitors must complete a visitors register, which should include the name, reason for visit and contact detail of said person. Members of the public will not be allowed to enter the work site as this will be a high risk activity.
2. Both the Project Client / Client Agent and the Contractor have a duty in terms of the OHS Act to do all that is reasonably practicable to prevent members of the public and others being affected by the construction processes to be aware and put preventative measure in place. The public or visitors will go through a brief health and safety induction detailing hazards and risks they may be exposed to and what measures are in place to control these hazards and risks. All visitors must complete a register, which should include the name, reason for visit and contact detail of said person.
3. Construction vehicles, plant equipment and machinery will be moved through a residential area to reach the construction site, therefore needed precautions must be taken to ensure the safety of all road users as well as pedestrians. Consideration must also be given to the fact there is a primary school in the general vicinity of the construction site

2.4.12 Night Work

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

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

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

2.4.14 Fall Protection

1. A contractor must –
 - (a) designate a competent person to be responsible for the preparation of a fall protection plan;
 - (b) ensure that the fall protection plan contemplated in paragraph (a) is implemented, amended where and when necessary and maintained as required; and
 - (c) take steps to ensure continued adherence to the fall protection plan.
2. A fall protection plan contemplated in Construction Regulation 10(1), must include –
 - (a) a risk assessment of all work carried out from a fall risk position and the procedures and methods used to address all the risks identified per location;
 - (b) the processes for the evaluation of the employees' medical fitness necessary to work at a fall risk position and the records thereof;
 - (c) a programme for the training of employees working from a fall risk position and the records thereof;
 - (d) the procedure addressing the inspection, testing and maintenance of all fall protection equipment; and
 - (e) a rescue plan detailing the necessary procedure, personnel and suitable equipment required to affect a rescue of a person in the event of a fall incident to ensure that the rescue procedure is implemented immediately following the incident.

3. A contractor must ensure that a construction manager appointed under regulation 8(1) is in possession of the most recently updated version of the fall protection plan.
4. A contractor must ensure that –
 - (a) all unprotected openings in floors, edges, slabs, hatchways and stairways are adequately guarded, fenced or barricaded or that similar means are used to safeguard any person from falling through such openings;
 - (b) no person is required to work in a fall risk position, unless such work is performed safely as contemplated in Construction Regulation 10(2);
 - (c) fall prevention and fall arrest equipment are -
 - i. approved as suitable and of sufficient strength for the purpose for which they are being used, having regard to the work being carried out and the load, including any person, they are intended to bear; and
 - ii. (ii) securely attached to a structure or plant, and the structure or plant and the means of attachment thereto are suitable and of sufficient strength and stability for the purpose of safely supporting the equipment and any person who could fall; and
 - (d) fall arrest equipment is used only where it is not reasonably practicable to use fall prevention equipment.
5. Where roof work is being performed on a construction site, the contractor must ensure that, in addition to the requirements set out in Construction Regulation 10 (2) and (4), it is indicated in the fall protection plan that –
 - (a) the roof work has been properly planned;
 - (b) the roof erectors are competent to carry out the work;
 - (c) no employee is permitted to work on roofs during inclement weather conditions or if any conditions are hazardous to the health and safety of the employee;
 - (d) all covers to openings and fragile material are of sufficient strength to withstand any imposed loads;
 - (e) suitable and sufficient platforms, coverings or other similar means of support have been provided to be used in such a way that the weight of any person passing across or working on or from fragile material is supported; and
 - (f) suitable and sufficient guard-rails, barriers and toe-boards or other similar means of protection prevent, as far as is reasonably practicable, the fall of any person, material or equipment.

2.4.15 Scaffolding

All scaffolding shall comply with the Construction Regulations¹⁶ as well as SANS 10085. Scaffolding erectors shall have received the training as specified in SANS 10085.

All scaffolding shall be inspected by a competent person on a daily basis prior to commencement of work as minimum and also after inclement weather conditions.

Users of scaffolding shall carry out a visual inspection on a daily basis before use. If unsafe conditions are found or suspected, the scaffold shall be isolated until a thorough inspection has been done.

A visual inspection shall be carried out at the end of the shift and if unsafe conditions are found or suspected the scaffold shall be isolated until the above is applied. An appropriate scaffold tagging system shall be used to confirm the status of scaffolding for use or unsafe for use.

The footing or anchorage points for scaffolds shall be sound, rigid and capable of carrying the maximum intended load without settling or displacement. Unstable objects such as barrels, boxes, loose bricks or concrete blocks shall not be used to support scaffolds.

Ladders

Ladders shall not be used as working platforms. The Contractor shall endeavour to use approved and acceptable means of mobile access machinery instead of ladders. Ladders shall be only used for access with the approval of the Client Agent.

2.5 Occupational Health

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

OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION REQUIREMENTS FOR CONSTRUCTION

ANNEXURE A

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

Assignment of Contractor's Responsible Persons

ANNEXURE B

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

Board Resolution or Declaration of acceptance of responsibilities Section 16.1
(Competent Person for OHS) - OHS 16(2)*
Construction Safety Officer - CR 8(5)*
Construction Work Supervisor - CR 8(7)*
Construction Work Assistant Supervisor - CR 8(8)*
Risk Assessor - CR 9(1)
Competent Person to perform Risk assessment and procedure training CR 9(3)
Fall Protection Planner CR 10(1)
Scaffold Erector, Scaffold Inspector CR 16(1)
Construction Vehicle & Mobile Plant Operator - CR23(1)(d)*
Housekeeping Supervisor – CR 27
Stacking & Storage Supervisor - CR 28(a)
Fire Equipment Inspector - CR 29(h)
Emergency Coordinator - ER 9
H&S Committee Chairperson - OHS 19 (<i>where applicable</i>)
First Aider/s - GSR 3 (Compulsory)
Hazardous Chemical Substance Supervisor - HCS Regulations
Health and Safety Representative - OHS 17(1) (<i>where applicable</i>)
Incident / Accident Investigator - GAR 9(2)
Portable Electrical Equipment inspector EMR 10(4)
Ladder Inspector - GSR 13 A
Section 8 Hand Tool Inspector
GSR 2 PPE Inspector

OTHER Occupational Health and Safety Specification REQUIREMENTS**ANNEXURE C**

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

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

ANNEXURE D**BASELINE RISK ASSESSMENT**

	HAZARD	RISK	MINIMUM CONTROL MEASURES
1.	Electric Tools and Electrical Installations	Electric shock Fire	<ul style="list-style-type: none"> • Electric tools and installations to be in safe condition • Inspect electric tools daily before use and monthly by competent person • Do not use electric tools in wet/damp conditions • Use correct protective equipment for working with or on electricity • Electrical installations register must be maintained by competent person after each inspection
2.	Working close to live electricity (Lock out & Tag out Procedure)	Electrical shock	<ul style="list-style-type: none"> • Ensure that wayleaves are obtained for work to be conducted • Wayleave must always be available on site . • Contractor must comply to wayleave requirements. • Contractor must not move past barriers installed by the client and stay clear of danger areas • Lockout and tagout procedure implemented
3.	Working at heights	Personnel falling form height Falling debris Those beneath being injured	<ul style="list-style-type: none"> • All persons working at heights must have attended working at heights training and have the required competence certificate • All persons working et heights must receive training on the fall protection plan • All safety harnesses must be inspected by the user before each use and monthly by a competent person all findings noted on an inspection register • All defective equipment must be tagged and removed from service and work area. • All persons working at heights must always wear full body safety harness , ensure 100% hook up • All fall arrest equipment to be correctly stored and maintained
4.	Noise and Dust.	Breathing in dust can cause long term health problems, noise can damage hearing	<ul style="list-style-type: none"> • Hearing protection, signage indicating high noise zones, regular noise level tests and/or testing as per OHS Act and or when required • Wear dust masks or respiratory masks • Dampen down and minimise dust where possible.

5.	Manual Labour loosening and fastening of items.	Injuries to hands and muscles	<ul style="list-style-type: none"> • Use correct tool for the job at hand • When using spanners work away from your body • Where possible use ring spanners when tightening bolts. • Do not work in uncomfortable positions.
6.	Manual Handling of General Items	Muscular skeletal injuries if the load is too heavy or awkward Operative falling/ tripping Contamination from the substance being carried Fall of material being carried	<ul style="list-style-type: none"> • Personnel should be aware of safe manual handling techniques • Personnel to wear Personal Protective Equipment when carrying items, e.g. safety footwear and gloves. • Awareness training for correct lifting method, use legs and not your back • Ensure good housekeeping to eliminate tripping/fall hazards. • Employee to get assistance if load is too heavy- team lift if necessary. • Utilise mechanical lifting and carrying aids where possible. • Personnel to ensure access equipment, ladders will take weight of employee and load being carried. • Personnel to ensure item being carried is properly bonded or is not liable to break apart whilst being manually handled
7.	Working with hands	Hand Injuries	<ul style="list-style-type: none"> • Always wear gloves when working with hands. • Keep hands clear of pinch or crushing areas. • When cutting with Stanley knife cut away from your body. • Always ensure your hands are protected from injuries when using them.
8.	Use of ladders		<ul style="list-style-type: none"> • Inspect ladder before use and area where ladder is needed • Ladder to be numbered and registered. • Replace all defective ladders. • Determine work to be done and length of ladder needed. • Use ladders specifically designed for electrical work • Good supervision. • Good communication between all parties. • 3 Point contact while climbing up or down a ladder. • No tools or any loose items in hands while climbing. • Only one person on ladder at a time.

			<ul style="list-style-type: none"> Ladder to be secured to the structure or kept in position by a second person Make sure the ladder is long enough, never climb past second last rung of ladder
9.	Use of Grinders	Personnel can sustain injuries when moving parts are properly protected.	<ul style="list-style-type: none"> All grinders must be inspected before use by the user. Grinder to be inspected monthly by a competent person and finding noted on an inspection register. Use grinding discs for grinding and cutting discs for cutting. Check all discs before use. And ensure correct RPM and type of disk for activity being done, consult manufacturer's instructions for correct information Use correct PPE face shield & safety goggles, gloves, safety shoes and overalls. Ensure grinder is unplugged before changing discs.
10.	Loading & Offloading	Property damage Pinch, cuts and bruises to employees. Falling of tools, loads and equipment. Serious injuries/fatality. Minor to serious hand and finger injuries.	<ul style="list-style-type: none"> Ensure area identified for offloading is even and ground conditions stable. Area must be barricaded and no unauthorised entry allowed Performing manual loading/offloading comply to manual handling procedure. Ensure loads are hooked correctly when offloading with mobile crane. Only use certified lifting equipment. Only competent person to perform rigging and slinging No person allowed under suspended loads. Keep hands away from loads, never place hands under loads when being placed on a surface. Never exceed crane or lifting tackle SWL.
11.	Fire.	Injuries to workers, pedestrians, residents, road users, damage to property through fire	<ul style="list-style-type: none"> No littering on site which could become fire hazard, maintain site in clean condition. No fires to be lit on site. Always have a serviced fire extinguisher at hand . No smoking or naked flame near flammable substances Ensure proper storage/use of Petrol/diesel/flammable substances – post warning notices

12.	Flammable Liquids and Gases (Use of)	Fire Explosion	<ul style="list-style-type: none"> No littering on site which could become fire hazard, maintain site in clean condition. Always have a working fire extinguisher at hand . No smoking or naked flame near flammable substances or in unauthorised areas Ensure proper storage/use of Petrol/diesel/flammable substances – post warning notices Equipment must be in good condition, maintained Personnel using substances must be trained in safe use and risks
13.	Hand tools	<p>Injuries caused by use of hand tool Impact with the tool</p> <p>Falls due to access problems</p> <p>Contamination with substance being worked</p>	<ul style="list-style-type: none"> Inspect hand tools daily before use and complete inspection registers Use the tool according to manufactures specifications Tool is in good order and suitably sharp Personnel must be instructed in tool usage and tool safely Lighting is sufficient Access is safe, working platform is secure, leading edge is guarded Operative is wearing all necessary PPE No homemade tools allowed on site
14.	Hazardous Substances	Injuries to workers through use of hazardous substances, e.g. injuries to eyes, skin, etc.	<ul style="list-style-type: none"> Use substances in accordance with (MSDS) data sheet, particularly reference protective clothing required (example: gloves, goggles, etc.) Regular inspection of all HCS containers must be conducted. Any defects or damaged containers must be reported to immediate supervision. First aider trained in regards to MSDS requirements
15.	Line of fire	Injuries	<ul style="list-style-type: none"> Never stand in front of a person using power tools (Grinders) Unsure at least two meter gap between employees using picks to perform trenching Never stand in front of a person using a hammer.
16.	Pinch points	Amputation of fingers injuries to fingers	<ul style="list-style-type: none"> Always wear gloves Keep hands clear from pinch point and crushing areas Use guide ropes to guide loads

17.	Ergonomics	Strains on muscles, joints and nerves	<ul style="list-style-type: none"> • Make sure that the body is not compromised at all in the work place • Ensure your body position and posture is conducive to comfort and that you have minimal distraction from physical discomfort. • This correct use of the body in the workplace is simply called 'correct ergonomics'.
18.	Housekeeping	Minor to Serious injuries Damage to property Fatality Slip trips and falls	<ul style="list-style-type: none"> • Equipment shall be stacked properly in a safe place. • All tripping hazards shall be removed from working site. • Designated walkways to be used. • Full waste containers to be emptied on regular basis. • All waste generated to be placed in bins or bags.
19.	Personal Protective Equipment	Injuries or health conditions	<ul style="list-style-type: none"> • All employees must be issued with the required PPE as identified in risk assessment • All employees to be trained in the use, maintenance and limitations of PPE • Regular PPE inspections conducted by supervision • Damaged PPE must be replaced immediately
20.	Management Of Change	Fatality, serious injuries or property damage	<ul style="list-style-type: none"> • Each operation to specify and define responsibility of each person involved and responsible for Management of Change. • The description shall also identify the specific documents (i.e. standards, codes of practice, process designs, inspection and approval notices, legislative requirements, etc.) that provide the operational or project engineering basis for changes. • These and every document involved in the change should be attached, if they are not part of a readily accessible standard / procedure. • Details of communications regarding the specific changes must be kept. • Shall be implemented to ensure the change management process is comprehensively managed
21.	Stacking & storage	Injuries and property damage	<ul style="list-style-type: none"> • Dedicated stacking and storage areas to be identified and used. • Walk ways to be kept clear.

			<ul style="list-style-type: none"> • Hazardous chemicals to be stored as per OHS Act and MSDS requirements. • No combustible and flammable material to be stored in same area. Articles shall not be stacked higher than three times the shortest base of the article. Secure materials and equipment.
22.	Use of Scaffolding	Unsafe scaffolding Serious injuries / property damage// fatalities	<ul style="list-style-type: none"> • Scaffold erected according to SANS 10085 and inspected by competent Scaffolding Supervisor/inspector on a daily basis • Safe to work tag (green tag) to be displayed and signed daily by the Scaffolding Supervisor/inspector. • Stop work if scaffold or platform is unsafe / verify that kick boards around entire platform are safe and secure • Toe boards shall be installed on all permanent and temporary edge protection. • No working on wet scaffold platforms. • Safety harnesses to be worn and tied off above 2 m. • Scaffold users to do pre-inspections on the scaffold and report any deviation to the supervisor to correct before use. • All employees working at heights must have • received training from SAQA Accredited Company Unit Standard 229998
23.	Members of Public – Protection of	Injury to member of public and road users from site works	<ul style="list-style-type: none"> • Barriers and signage to be in place keeping employees as well as members of the public out of work areas • Workers must warn members of works being conducted. • Clear signage must be displayed at all work areas

SAFETY FILE REQUIREMENTS

ANNEXURE E

The contractor must compile his/her safety file according to the index bellow

Item	Description
1.	OHS Act section 37.2 Mandatory Agreement & CR 5(1)(k) Principal Contractor Appointment
2.	EHS Plan <u>(Approved by Client as well as contractor responsible person)</u>
3.	Contractor Policies & COVID-19 Policy <u>(As well as proof of communication to employees)</u>
4.	Scope of Work & <u>Letter of award of contract</u>
5.	Contractor Public Liability Insurance Cover <u>(Proof of cover and policy number)</u>
6.	Construction Work Permit
7.	Client SHE Specifications <u>(Proof of communication to Construction Manager & Supervision)</u>
8.	Letter of Good Standing with a Licenced Compensation Commissioner (COID)
9.	Organisation Structure <u>(Must indicate legal appointment reference, contact number as well as e-mail address where applicable)</u>
10.	Fall Protection Plan
11.	Induction <u>(Copy of training material and proof of training COVID-19 Included)</u>
12.	Risk Assessments including Baseline Risk assessment <u>(Approved risk assessment by contractor and Agent as well as proof of communication to all employees)</u>
13.	Area Emergency Plan site specific <u>(Proof of communication to employees)</u>
14.	All Safe work procedures relevant to tasks that will be performed tasks identified as medium and high-risk activities during risk assessment process
15.	Appointments Letters <u>(Copy of legal appointments and competency/CV/Certificates)</u>

16.	Site Specific Audits and Internal Audits/Inspection Arrangements <u>(Client as well as internal)</u>
17.	Personal Protective Equipment <u>(Proof of issue as well as monthly inspections by supervision)</u>
18.	Workers Welfare Facilities & Waste Management <u>(Plot plan and inspections)</u>
19.	Toolbox Talks <u>(Topics and proof of communication)</u>
20.	Site EHS Meetings Arrangements
21.	Equipment/Tools Inspections Checklist/Registers
22.	Incident Investigations
23.	Medical Surveillance Certificates <u>(List of employees on site indicating medical status “Fit for work & Medical restrictions) Copies of ID’s included</u>
24.	Copy of the Act & WCL2 Forms
25.	MSDS’S of all chemicals that will be used on site (16 Point MSDS as required by law)
26.	Wayleaves and Permits

**MANDATORY AGREEMENT ON ENVIRONMENTAL, HEALTH AND SAFETY
ISSUES**

ENTERED INTO AND BETWEEN

GEORGE MUNICIPALITY

(Hereinafter referred to as the "Employer")

and

.....

Contractor

Compensation Fund Number:

Whereas the Employer has called for the executing of the following work: **INSTALLATION OF ALUMINIUM DOOR AND WINDOWS**, and whereas the Contractor undertook to carry out the work and whereas Employer and the Contractor have agreed to regulate the environmental, occupational health and safety responsibilities as between them, now therefore the undersigned agree to:

Section A: Occupational Health and Safety

- 1) The Contractor warrants that all his and his sub-Contractors' employees are covered in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act 1993, which cover shall remain in force whilst any such employees are present on Employer premises. The Contractor will only allow sub-Contractors on site with the prior written consent of the Employer.
- 2) The Contractor warrants that it is in possession of Public liability insurance cover and any other insurance cover of that will adequately make provision for any possible losses and/or claims arising from his and/or his sub-Contractors and/or his employees' acts or omissions on Employer premises, which shall remain in force whilst he and/or his sub-Contractor and/or his employees are present on Employer premises or which shall remain in force for the duration of his contractual relationship with the Employer, whichever period is the longer.
- 3) The Contractor undertakes to ensure that he and/or his sub-Contractors and/or their respective employees will at all times comply with all the requirements of the Occupational Health and Safety Act, Act 85 of 1993 (OHS-Act) and that he is an employer in his own regard. The Contractor (Mandatory) therefore and Employer therefore enter into this agreement by virtue of Section 37(2) of the OHS-Act, without derogating from this general undertaking, also comply with the following conditions:
 - (a) All work being done will be preceded by hazard identifications and risk assessments and these hazards and risk will eliminated, controlled or mitigated where reasonably practicable.
 - (b) All work performed on Employer premises must be performed under the close supervision of the Contractor's Supervisors on site. Such supervisors are to be conversant with the hazards associated with any work that the Contractor performs on the stated premises as well as the mitigating and controlling measures to be implemented.
 - (c) Contractor employees must be medically fit to perform the work they are required to perform. Proof of completed Annexure 3, medical fitness and biological monitoring is to be provided to the Employer authorised representative on request of the Employer. The contractor is specifically but not exclusively referred to: Hazardous Substances Act, Employment Equity Act, Construction Regulations 2014, Hazardous Chemical Substances Regulations, Lead Regulations, Asbestos Regulations, Hazardous Biological Agents Regulations, Noise Induced Hearing Loss Regulations, etc.

- (d) The Contractor's Chief Executive Officer shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act. If the Contractor assigns any duty in terms of Section 16(2), a copy of such written appointment shall immediately be forwarded to the Employer, as well as all other appointments made in terms of the Occupational Health and Safety Act.
- (e) The Contractor shall ensure that he familiarizes himself with the requirements of the Occupational Health and Safety Act and that he, his employees and any sub-Contractor comply with its requirements.
- (f) The Contractor shall appoint competent employees who shall be trained and conversant on any Occupational Health and Safety aspect pertinent to them or to the work that is to be performed. No employee will be employed on the site by the Contractor, which has not been employed for at least six months prior to the contract commencing in a similar position by the Contractor.
- (g) The Contractor shall strictly enforce discipline regarding Occupational Health and Safety.
- (h) The Contractor shall ensure that his employees are issued and use the required Personal Protective Equipment (PPE). PPE will only be used as a last resort where other mitigating measures are not reasonably practicable.
- (i) Safe work procedures shall be implemented and enforced; all employees shall be made conversant with the contents of these practices.
- (j) No unsafe or illegal equipment/machinery, personal protective equipment and/or articles shall be used on Employer premises.
- (k) Those incidents and accidents mentioned in the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour as well as to the Employer. The Employer shall further be provided with copies of any written documentation relating to any incident.
- (l) All employees of the Contractor shall be made conversant with work-related hazards and procedures to mitigate or eliminate these hazards.
- (m) The Contractor warrants that he shall act as a professional in his field of expertise and has identified all hazards and risks associated with the work to be performed.
- (n) The Employer and Contractor hereby obtains an interest in the issue of any investigation or formal inquiry conducted in terms of the Occupational Health and Safety Act pertaining to any incident involving the Contractor and/or his employees and/or his sub-Contractor/s.

- (o) No use shall be made of any Employer machinery/article/substance or personal protective equipment without written approval and without ensuring prior and during use it is in a proper condition and as such will not cause any risk to the health and safety of any person.
- (p) Work for which the issuing of a permit is required shall not be performed prior to the obtaining of a duly completed and approved permit.
- (q) No alcohol or other intoxicating substance shall be allowed on the Employer's premises. Anyone suspected of being under the influence of alcohol or any other intoxicating substance (including medicines) shall not be allowed on the premises.
- (r) Full co-operation shall be given if and when the Employer's employees inquire into occupational health and safety issues.
- (s) The Contractor will cease dangerous or unsafe work immediately when requested to do so by the Employer or its representatives. The onus still remains on the contractor to enforce health and safety practices.
- (t) The Contractor confirms that he has been informed that he must report to the Employer management (in writing) anything that he deems to be unhealthy and/or unsafe. He has informed his employees and/or sub-Contractors in this regard.
- (u) The Contractor warrants that he shall not endanger the health and safety of Employer employees, members of the surrounding community and/or visitors in any way whilst performing any work on Employer premises.
- (v) The Contractor undertakes to reimburse the Employer for all medical costs incurred relating to any of the Contractor's employees.
- (w) Should the contractor be performing "construction work" as defined in the Construction Regulations 2014 of the OHS-Act, the contractor will therefore ensure full compliance with said regulations

Section B: General and Environmental legal compliance

- 1) The Contractor will ensure compliance to all environmental legislation.
- 2) The Contractor undertakes to comply with all labour related legislation while performing work for the Employer.
- 3) The Contractor will be accountable and liable for all fines, penalties and civil action arising out of his and his employee's, contractor's or agent's acts and omissions. The Contractor will hold the Employer harmless against any such claims or actions.

Section C: Special conditions

- 1) This agreement shall remain in force for the complete duration of the specified work done for the Employer unless revoked in writing.
- 2) The Contractor representative shall be bound *in solidum (jointly and severally)* in terms of this agreement.
- 3) The Contractor undertakes to adhere to all the Employer's rules and regulations as well as all guidelines and other addendums that may be annexed hereto. The Contractor will ensure that all his employees are conversant with these annexures, where applicable.
- 4) "Employer Premises" in this agreement will include Client premises.
- 5) The Employer retains the right to stop any work deemed dangerous regarding the health and safety of employees, Client representatives, public or visitors. Work may also be stopped as a result of legal noncompliance's observed during audits, the contractor will be responsible for any damages and costs suffered as a result of work stoppages.

Date	
Place	
Signed by: Client: George Municipality	Mr.
Date	
Place	
Signed by contractor or his authorized representative:	Mr.
Notes <ol style="list-style-type: none"> 1. Initial each page and annexures 2. Verify all corporate entity names and site them correctly 3. Verify insurances and COIDA 4. Verify signatory authority 5. Keep original 6. Initial where amended or writing added 7. To be signed before commercial agreement 8. Ensure commercial contract do not override this agreement. 	

APPOINTMENT AS THE PRINCIPAL CONTRACTOR OF CONSTRUCTION WORK IN TERMS OF CONSTRUCTION REGULATION 5(1)(k) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, (85 OF 1993) AS AMENDED

NAME OF CLIENT: GOERGE MUNICIPALITY

IN TERMS OF THE ABOVE-MENTIONED ACT:

I/WE(FOR EMPLOYER) having been appointed to ensure full
compliance with the OHSA and Regulations, hereby appoint you
Manager-Section **Full name**

On behalf of.....as Principal Contractor of Construction Work in
terms of the Construction Regulation 5(1)(k). The appointment is for the following project: **INSTALLATION**

OF ALUMINIUM DOOR AND WINDOWS.

YOUR RESPONSIBILITIES ARE TO:

1. Comply with all the duties imposed on a Principal Contractor by the Construction Regulations.
2. Supervise all Construction work on the premises in accordance with CR 5(1)(k).
3. Ensure compliance with the health and safety specifications prescribed by the client or his agent for this project.
4. Ensure compliance with all the requirements of the National Building Regulations.
5. Ensure that all contractors appointed by yourself, and reporting to you, comply with the requirements as stipulated in the Construction Regulations.
6. Ensure that information and specifications to carry out work safely are communicated to all contractors appointed and reporting to you.
7. To ensure that all records, registers, and documentation are maintained and that all persons appointed to carry out tasks are competent and possess the necessary resources to complete their tasks effectively and in such manner that the health and safety of persons are not compromised.
8. Report to the client as per the agreed safety plan on all deviations and progress.

This appointment will become effective on the date of acceptance thereof and will be valid until completion of the construction work.

Please confirm your acceptance of this appointment by signing and returning to me the duplicate copy of this letter.

Signature:
Manager (George Municipality)

Designation:

Date:

ACCEPTANCE

Iunderstand the implications of the appointment and confirm my acceptance of this appointment. I have studied the relevant sections of the Act and Regulations and understand what is required of me.

Signed:

Date: