GEORGE MUNICIPALITY

CIDB DOCUMENT FOR TENDER NO: HS012/2022

TENDER FOR THE SUPPLY AND INSTALLATION OF RETAINER WALLS TO EXISTING PROPERTY ON VARIOUS ERVEN WITHIN THE GEORGE MUNICIPAL AREA

ENQUIRIES: MS WENDY MENTOR / MR MADODA BOKWE YORK STREET GEORGE (044) 802 2020 / 065 925 9266	ISSUED BY: THE CITY COUNCIL MUNICIPALITY OF GEORGE P O BOX 19 GEORGE, 6530

SUMMARY FOR TENDER OPENING PURPOSES

NAME OF BIDDER: ……..……

CENTRAL SUPPLIER DATABASE NO.: MAAA ……..…….

TOTAL PRICE (All Applicable Taxes Included)	R
PREFERENCES CLAIMED FOR:	
B-BBEE Status Level of Contributor:	
Preference Points Claimed:	

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

TENDER CLOSES AT 12H00 ON FRIDAY, 17 FEBRUARY 2023

For official use.
Signatures of SCM Officials at Tender Opening
1.
2.

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:	.....	

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GENERAL TENDER INFORMATION

TENDER ADVERTISED	:	15 December 2022
ESTIMATED CIDB CONTRACTOR GRADING DESIGNATION	:	3CE
COMPULSORY SITE VISIT/CLARIFICATION MEETING	:	Friday 03 February 2023 at 11h00
VENUE FOR SITE VISIT/CLARIFICATION MEETING	:	Pacaltsdorp Clinic Parking Area, Pacaltsdorp, George
CLOSING DATE	:	17 February 2023
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

DIRECTORATE: HUMAN SETTLEMENTS

TENDER NUMBER: HS012/2022

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The Tender (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 Tender Evaluation and Returnable Schedules
T2.2	Other documents that will be incorporated into the contract
T2.3	Returnable Schedules that will be incorporated in the contract

GEORGE MUNICIPALITY

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Tender Notice and Invitation to Tender (T1.1)

Tenders word hiermee ingewag vir die:	Tenders are hereby invited for the:
VERSKAFFING EN INSTALLERING VAN STEUNMURE TOT BESTAANDE EIENDOM OP VERSKEIE ERWE BINNE DIE GEORGE MUNISIPALE GEBIED	**SUPPLY AND INSTALLATION OF RETAINER WALLS TO EXISTING PROPERTY ON VARIOUS ERVEN WITHIN THE GEORGE MUNICIPAL AREA**
Voltooide tenders in 'n verseëlde koevert, duidelik gemerk:	Completed tenders in a sealed envelope, clearly marked:
Tender Nr.: HS012/2022, moet voor **Vrydag, 17 Februarie 2023** om 12:00 in die tender bus by die George Munisipaliteit, Eerste Vloer, Direktoraat: Finansiële Dienste, Voorsieningskanaaleenheid, Burgersentrum, Yorkstraat, George geplaas word. Geen tenders sal toegelaat word om na 12:00 in die tender bus geplaas te word nie. Tenders sal om 12:05 dieselfde dag in die Komiteekamer oopgemaak word. Laat of ongemerkte tenders sal nie oorweeg word nie. Geen tenders per faks of e-pos sal aanvaar word nie.	**Tender No.: HS012/2022** 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, 17 February 2023**. Tenders are not allowed to be placed in the tender box after 12:00. Tenders will be opened on the same day in the Committee Room at 12:05. Late or unmarked tenders will not be considered. No tenders per fax or e-mail will be accepted.
Tenderaars moet by die CIDB geregistreer wees en dit word geraam dat tenderaars 'n CIDB kontrakteursgraderingsvlak van 3CE of hoer moet hê.	Bidders must be registered with the CIDB and it is estimated that bidders should have a CIDB contractor grading designation of 3CE or higher.
'n **Verpligte inligtingsvergadering** sal in die Parkeer Area, Pacaltsdorp Kliniek op Vrydag, 03 Februarie 2023 om 11:00 begin. Die voornemende bieërs sal vanaf Pacaltsdorp Kliniek saam vertrek na die verskillende huise in New Dawn Park.	A **compulsory briefing session** will be held on Friday, 03 February 2023 at 11:00 in the Parking Area, Pacaltsdorp Clinic. The prospective bidders will meet at the Pacaltsdorp Clinic and will go to the different houses in New Dawn Park together from there.
Indien die verpligte inligtingsvergadering nie bygewoon word nie, sal u tender gediskwalifiseer word.	**Non-attendance of the compulsory briefing session will disqualify your tender.**
Tender dokumente is verkrygbaar teen 'n R253-00 nie-terugbetaalbare deposito by die Voorsieningskanaalbestuurseenheid op die 1ste Vloer, Burgersentrum, Yorkstraat, George.	Tender documents are available at a non-refundable deposit of R253-00 each from the Supply Chain Management Unit, First Floor, Civic Centre, York Street, George.
Tender dokumente is gratis op die George Munisipaliteit se webblad beskikbaar: www.george.gov.za.	Tender documents are available on the George Municipality's website: www.george.gov.za, free of charge.
Alle tenderaars moet voldoen aan die Plaaslike Produksie en Inhoud en moet die MBD6.2 vorm en Aanhangsels C, D en E in die kwotasie dokument vir die volgende produkte voltooi: • Sement	All tenderers must comply with Local Production and Content and complete the MBD6.2 form and Annexures C, D and E in this quotation document for the following products: • Cement

Die vasgestelde minimum persentasies vir plaaslike produksie en inhoud vir die bogenoemde produkte is 100%. Tenders wat nie aan hierdie vereiste voldoen nie, sal nie oorweeg word vir evaluering nie. Tenders 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. Vir verdere inligting, kontak Mej. Wendy Mentor by (044) 802 2020 / wmentor@george.gov.za of Mnr. Madoda Bokwe by 065 925 9266 5998 /bbokwe@george.gov.za. Die Munisipaliteit behou die reg voor om enige versoek vir 'n tender terug te trek en/of te her-adverteer of enige tender te verwerp of gedeeltelik te aanvaar. Die Munisipaliteit is nie daartoe gebind om die laagste of enige tender te aanvaar nie. 'n "TCS PIN" vir tenderaars se belasting nakoming inligting moet ingesluit wees by die tender dokument. Dit sal van die suksesvolle tenderaar verwag word om op die Sentrale Verskaffersdatabasis (SVD) te registreer. **DR M GRATZ** **MUNISIPALE BESTUURDER** **GEORGE MUNISIPALITEIT** **GEORGE** **6530**	The stipulated minimum threshold percentages for local production and content for the above mentioned products is 100%. Tenders that do not comply with this requirement will not be considered for evaluation. Tenders 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. For more information, contact Ms. Wendy Mentor at (044) 802 2020 / wmentor@george.gov.za or Mr. Madoda Bokwe at 065 925 9266 / /bbokwe@george.gov.za. The Municipality reserves the right to withdraw any invitation to tender and/or to readvertise or to reject any tender or to accept a part of it. The Municipality is not bound to accept the lowest or any tender. A TCS PIN for bidders' tax compliance information must be submitted with the tender document. It will be required from the successful bidder to register on the Central Supplier Database (CSD). **DR M GRATZ** **MUNICIPAL MANAGER** **GEORGE MUNICIPALITY** **GEORGE** **6530**

GEORGE MUNICIPALITY

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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	**Actions**
C.1.1.1	The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In the dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.
C.1.1.2	The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate. *Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.* *2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.*
C.1.1.3	The employer shall not seek, and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.
C.1.2	**Tender Documents**
	The documents issued by the employer for the purpose of a tender offer are listed in the tender data.
C.1.3	**Interpretation**
C.1.3.1	The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.
C.1.3.2	These conditions of tender, the tender data and tender schedules which are required for

	tender evaluation purposes, shall form part of any contract arising from the invitation to tender/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**
	Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form, that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.
C.1.5	**Cancellation and Re-Invitation of Tenders**
C.1.5.1	An employer may, prior to the award of the tender, cancel a tender if- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation; b) funds are no longer available to cover the total envisaged expenditure; or c) no acceptable tenders are received. d) there is a material irregularity in the tender process.
C.1.5.2	The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised.
C.1.5.3	An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.
C.1.6	**Procurement procedures**
C.1.6.1	**General**
	Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.
C.1.6.2	**Competitive negotiation procedure**
C.1.6.2.1	Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2	All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.
C.1.6.2.3	At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.
C.1.6.2.4	The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.
C.1.6.3	**Proposal procedure using the two stage-system**
C.1.6.3.1	**Option 1**
	Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.
C.1.6.3.2	**Option 2**
C.1.6.3.2.1	Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.
C.1.6.3.2.2	The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data and award the contract in terms of these conditions of tender.
C.2	**Tenderer's obligations**
C.2.1	**Eligibility**
C.2.1.1	Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.
C.2.1.2	Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.
C.2.2	**Cost of tendering**
C.2.2.1	Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer comply with requirements.

C.2.2.2	The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.
C.2.3	**Check documents**
	Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.
C.2.4	**Confidentiality and copyright of documents**
	Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.
C.2.5	**Reference documents**
	Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.
C.2.6	**Acknowledge addenda**
	Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary, apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.
C.2.7	**Clarification meeting** A **compulsory briefing session** will be held on Friday, 03 February 2023 at 11:00 in the Parking Area, Pacaltsdorp Clinic. The prospective bidders will meet at the Pacaltsdorp Clinic and will go to the different houses in New Dawn Park together from there.
	Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.
C.2.8	**Seek clarification**
	Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.
C.2.9	**Insurance**
	Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.
C.2.10	**Pricing the tender offer**
C.2.10.1	Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the tender data.
C.2.10.2	Show VAT payable by the employer separately as an addition to the tendered total of the prices.

C.2.10.3	Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.
C.2.10.4	State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.
C.2.11	**Alterations to documents**
	Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.
C.2.12	**Alternative tender offers**
C.2.12.1	Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.
C.2.12.2	Accept that an alternative tender offer must be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.
C.2.12.3	An alternative tender offer must only be considered if the main tender offer is the winning tender.
C.2.13	**Submitting a tender offer**
C.2.13.1	Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.
C.2.13.2	Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
C.2.13.3	Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
C.2.13.4	Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
C.2.13.5	Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

C.2.13.6	Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
C.2.13.7	Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
C.2.13.8	Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
C.2.13.9	Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.
C.2.14	**Information and data to be completed in all respects**
	Accept that tender offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the employer as non-responsive.
C.2.15	**Closing time** **Friday, 17 February 2023 at 12h00.**
C.2.15.1	Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.
C.2.15.2	Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.
C.2.16	**Tender offer validity** **The validity period of this tender is 84 days.**
C.2.16.1	Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
C.2.16.2	If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.
C.2.16.3	Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).
C.2.16.4	Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

C.2.17	**Clarification of tender offer after submission**
	Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted. ***Note:*** *Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.*
C.2.18	**Provide other material**
C.2.18.1	Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.
C.2.18.2	Dispose of samples of materials provided for evaluation by the employer, where required.
C.2.19	**Inspections, tests, and analysis**
	Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.
C.2.20	**Submit securities, bonds and policies**
	If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.
C.2.21	**Check final draft**
	Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.
C.2.22	**Return of other tender documents**
	If so, instructed by the employer, return all retained tender documents within twenty-eight (28) days after the expiry of the validity period stated in the tender data.
C.2.23	**Certificates**
	Include in the tender submission or provide the employer with any certificates as stated in the tender data.
C.3	**The employer's undertakings**
C.3.1	**Respond to requests from the tenderer**
C.3.1.1	Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

C.3.1.2	Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence: a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements; b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.
C.3.2	**Issue Addenda**
	If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.
C.3.3	**Return late tender offers**
	Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.
C.3.4	**Opening of tender submissions**
C.3.4.1	Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.
C.3.4.2	Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.
C.3.4.3	Make available the record outlined in C.3.4.2 to all interested persons upon request.
C.3.5	**Two-envelope system**
C.3.5.1	Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.
C.3.5.2	Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.
C.3.6	**Non-disclosure**

	Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.
C.3.7	**Grounds for rejection and disqualification**
	Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.
C.3.8	**Test for responsiveness**
C.3.8.1	Determine, after opening and before detailed evaluation, whether each tender offer properly received: a) complies with the requirements of these Conditions of Tender, b) has been properly and fully completed and signed, and c) is responsive to the other requirements of the tender documents.
C.3.8.2	A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer*'s* opinion, would: a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work*,* b) significantly change the Employer*'s* or the tenderer's risks and responsibilities under the contract, or c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified. Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.
C.3.9	**Arithmetical errors, omissions and discrepancies**
C.3.9.1	Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.
C.3.9.2	Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for: a) the gross misplacement of the decimal point in any unit rate; b) omissions made in completing the pricing schedule or bills of quantities; or c) arithmetic errors in: (i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or (ii) the summation of the prices.
C.3.9.3	Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

C.3.9.4	Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows: a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected. b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.
C.3.10	**Clarification of a tender offer**
	Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.
C.3.11	**Evaluation of tender offers**

	The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project. Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures. The CIDB Standard Conditions of Tender are bases on a procurement system that satisfies the following system requirements: **Requirement** — **Qualitative interpretation of goal** Fair — The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information. Equitable — Terms and conditions for performing the work do not unfairly prejudice the interests of the parties. Transparent — The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest. Competitive — The system provides for appropriate levels of competition to ensure cost effective and best value outcomes. Cost effective — The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes. The activities associated with evaluating tender offers are as follows: a) Open and record tender offers received b) Determine whether or not tender offers are complete c) Determine whether or not tender offers are responsive d) Evaluate tender offers e) Determine if there are any grounds for disqualification f) Determine acceptability of preferred tenderer g) Prepare a tender evaluation report h) Confirm the recommendation contained in the tender evaluation report
C.3.11.1	**General**
	The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.
C.3.12	**Insurance provided by the employer**
	If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.
C.3.13	**Acceptance of tender offer**

	Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer: a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement; b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract; c) has the legal capacity to enter into the contract; d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing; e) complies with the legal requirements, if any, stated in the tender data; and f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.
C.3.14	**Prepare contract documents**
C.3.14.1	If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of: a) addenda issued during the tender period, b) inclusion of some of the returnable documents and c) other revisions agreed between the employer and the successful tenderer.
C.3.14.2	Complete the schedule of deviations attached to the form of offer and acceptance, if any.
C.3.15	**Complete adjudicator's contract**
	Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.
C.3.16	**Registration of the award**
	An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the cidb Register of Projects.
C.3.17	**Provide copies of the contracts**
	Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.
C.3.18	**Provide written reasons for actions taken**
	Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

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.

MBD 1

TAX COMPLIANCE INFORMATION

PART A

Tax Compliance Status	TCS Pin:		**or**	CSD No:	
B-BBEE Status Level Verification Certificate [Tick Applicable Box]	☐ Yes ☐ No		B-BBEE Status Level Sworn Affidavit	☐ Yes ☐ No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE / SWORN AFFIDAVIT (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?**	☐ Yes No ☐ [If Yes, Enclose Proof]		Are You A Foreign Based Supplier For **The Goods / Services / Works Offered?**	☐ Yes N ☐ [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-FILERS 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 CUPPLIER 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: ……

MBD 4

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: ……. ……..	
3.9	Have you been in the service of the state for the past twelve months?	**YES / NO**

3.9.1	If so, furnish particulars. …….. ……..	
3.10 3.10.1	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? If yes, furnish the following particulars: Name of person: ……. 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: ……. ……..	**YES / NO**
3.11 3.11.1	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? If yes, furnish the following particulars: Name of person: ……. 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: ……. …….....	**YES / NO**
3.12 3.12.1	Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state? If yes, furnish the following particulars: Name of person / director / trustee / shareholder / member: ……	**YES / NO**

	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: ……. ……..……..	
3.13 3.13.1	Is any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in the service of the state? 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: ……. …….……..	**YES / NO**
3.14 3.14.1	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? If yes, furnish particulars: …….. ……..	**YES / NO**

4. Full details of directors / trustees / members / shareholders:

THE FOLLOWING INFORMATION IS <u>COMPULSORY</u> TO COMPLETE:

Full Name	**Identity Number**	**Individual Tax Number for each**	**State Employee Number (where**

		Director	**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 unauthorized 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

[1]MSCM Regulations: "in the service of the state" means to be -

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

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1. GENERAL CONDITIONS

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

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

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

Points for this bid shall be awarded for:
(a) Price; and

(b) B-BBEE Status Level of Contributor.

1.3 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**

1.4 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.

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

2. DEFINITIONS

(a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

(b) "**B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in

terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

(d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(e) "EME" means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(f) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

(g) **"price"** includes all applicable taxes less all unconditional discounts;

(h) **"proof of B-BBEE status level of contributor"** means:

1) B-BBEE Status level certificate issued by an authorized body or person;

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

3) Any other requirement prescribed in terms of the B-BBEE Act;

(i) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(j) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

POINTS AWARDED FOR PRICE

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

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

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

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

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

4.1 POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmax = Price of highest acceptable bid

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

5.1 In terms of Regulation 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

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

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 5.1 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 sub-contracted.....……%

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

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

(Proof of sub-contractor/s B-BBEE status level <u>MUST</u> be attached with the tender document.)

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

(Tick applicable box)

YES		NO	

v) Specify, by ticking the appropriate box, if sub-contracting 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:…….

9.2 VAT registration number:…….……

9.3 Company registration number:…….…….

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

……
……
……
……
……..

9.6 COMPANY CLASSIFICATION

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

[*TICK APPLICABLE BOX*]

9.7 MUNICIPAL INFORMATION

Municipality where business is situated: …….

Registered Account Number: …….

Stand Number:…….

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

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the B-BBEE status level of contributor 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 …….. …….. ……..

MBD 6.1(a)

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

MBD 6.2

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-BBEE.

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.

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:

CEMENT 100 %

3. Does any portion of the goods or services offered have any imported content?

(***Tick applicable box***)

YES		NO	

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 are 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.

4. 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. .....

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 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.	HS012/2022			Note: VAT to be excluded from calculations
(C2)	Tender description:				
(C3)	Designated product(s)				
(C4)	Tender Authority:				
(C5)	Tendering Entity name:		Pula -	EU -	GBP -
(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 quanity	Total tender value	Total exempted imported content	Total imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)		(C16)	(C17)	(C18)	(C19)
								(C20) Total tender value		R.....		
								(C21) Total Exempt imported content			R.....	
								(C22) Total Tender value net of exempt imported content			R.....	
								(C23) Total Imported content				R..... .....
								(C24) Total local content				R..... .....
								(C25) Average local content % of tender				%

Signature of tenderer from Annex B: .....Date: ……

Annex D

SATS 1286.2011

Imported Content Declaration – Supporting Schedule to Annex C

(D1)	Tender No.	HS012/2022			Note: 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……

This total must correspond with Annex C-C21

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	
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	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
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)		(D43)	(D44)
										(D45) Total imported value by 3rd party		R.....

D. Other foreign currency payments

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

	Summary of payments
	Local value of payments
	(D51)
(D52) Total of foreign currency payments declared by tenderer and/or 3rd party	R.....
(D53) Total of imported content & foreign currency payments – (D32), (D45) & (D52) above	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.	HS012/2022
(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	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? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the *audi alteram partem* rule was applied). **The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		

4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? **The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
Item	**Question**	**Yes**	**No**
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.5.1	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**

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids[1] 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.**

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

TENDER NUMBER: HS012/2022

TENDER FOR THE SUPPLY AND INSTALLATION OF RETAINER WALLS TO EXISTING PROPERTY ON VARIOUS ERVEN WITHIN THE GEORGE MUNICIPAL AREA

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 consortium[3] 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.

Tender Data – Annexure "A" **Part T1.2**

CERTIFICATE FOR MUNICIPAL SERVICES (COMPULSORY TO COMPLETE)

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

Tender Number: HS012-2022 **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 if 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

DIRECTORATE: HUMAN SETTLEMENTS

TENDER NUMBER: HS012/2022

TENDER FOR THE SUPPLY AND INSTALLATION OF RETAINER WALLS TO EXISTING PROPERTY ON VARIOUS ERVEN WITHIN THE GEORGE MUNICIPAL AREA

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 & 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

DIRECTORATE: HUMAN SETTLEMENTS

TENDER NUMBER: HS012/2022

TENDER FOR THE SUPPLY AND INSTALLATION OF RETAINER WALLS TO EXISTING PROPERTY ON VARIOUS ERVEN WITHIN THE GEORGE MUNICIPAL AREA

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 ……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 construction works provided to an organ of state in the last seven (7) years;
b. any projects related to the installation or repair of specialized sports floors provided to an organ of state in the last seven (7) years.

This information is material to the award of the Contract.

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

Name of Tendering Entity: _____

Signature : _____ **Date :** _____

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 **NOMINEE (ii) ALTERNATE**	NATIONALITY:	SUMMARY OF **QUALIFICAT-IONS AND NQF STATUS**	 **EXPERIENCE AND PRESENT OCCUPATION**	**HDI Status Yes/No**	**Fee (Time Based)**
HEADQUARTERS Partner/director						
CONSTRUCTION MANAGER / SITE AGENT						
CONSTRUCTION SUPERVISOR / SITE FOREMAN						

Name of Tendering Entity : _____

Signature : _____ **Date :** _____

Form 2.1.4 continued ….

DESIGNATION	NAME OF **NOMINEE (ii) ALTERNATE**	NATIONALITY:	SUMMARY OF **QUALIFICAT-IONS AND NQF STATUS**	**EXPERIENCE AND PRESENT OCCUPATION**	**HDI Status Yes/No**	**Fee (Time Based)**
TECHNICAL PERSONNEL / APPLICATORS						
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 spaces provided are not enough)

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

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

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? .....

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? YES / NO

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 SUB-CONTRACTORS

The Bidder 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 a sub-contractor/s not listed below is approved by the Employer.

Sub- Contractor's Name	Work Activities to be undertaken by the 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 or Employer's Agent 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	

GEORGE MUNICIPALITY

DIRECTORATE: HUMAN SETTLEMENTS

TENDER NUMBER: HS012/2022

TENDER FOR THE SUPPLY AND INSTALLATION OF RETAINER WALLS TO EXISTING PROPERTY ON VARIOUS ERVEN WITHIN THE GEORGE MUNICIPAL AREA

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

Form 2.2.1 Certificate of Tenderer's Attendance at the Compulsory Information Session / Site 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 **Friday, 03 February 2023** 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.

GEORGE MUNICIPALITY

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TENDER FOR THE SUPPLY AND INSTALLATION OF RETAINER WALLS TO EXISTING PROPERTY ON VARIOUS ERVEN WITHIN THE GEORGE MUNICIPAL AREA

Returnable Schedules that will be Incorporated in the Contract (Part T2.3)

Form 2.3.1 Record of Addenda to Tender Documents

FORM 2.3.1 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.

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

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TENDER FOR THE SUPPLY AND INSTALLATION OF RETAINER WALLS TO EXISTING PROPERTY ON VARIOUS ERVEN WITHIN THE GEORGE MUNICIPAL AREA

The Contract (Part C)

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

GEORGE MUNICIPALITY

DIRECTORATE: HUMAN SETTLEMENTS

TENDER NUMBER: HS012/2022

TENDER FOR THE SUPPLY AND INSTALLATION OF RETAINER WALLS TO EXISTING PROPERTY ON VARIOUS ERVEN WITHIN THE GEORGE MUNICIPAL AREA

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 Guarantee

GEORGE MUNICIPALITY

DIRECTORATE: HUMAN SETTLEMENTS

TENDER NUMBER: HS012/2022

TENDER FOR THE SUPPLY AND INSTALLATION OF RETAINER WALLS TO EXISTING PROPERTY ON VARIOUS ERVEN WITHIN THE GEORGE MUNICIPAL AREA

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 OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:

.....

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

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the 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 / Bill of Quantities
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 **MS. L. WARING**

Capacity **DIRECTOR: HUMAN SETTLEMENTS, PLANNING & DEVELOPMENT**

GEORGE MUNICIPALITY
CIVIC CENTRE
YORK STREET
GEORGE

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. L. WARING**

Capacity **DIRECTOR: HUMAN SETTLEMENTS, PLANNING & DEVELOPMENT**

GEORGE MUNICIPALITY
CIVIC CENTRE
YORK STREET
GEORGE

GEORGE MUNICIPALITY

DIRECTORATE: HUMAN SETTLEMENTS

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TENDER FOR THE SUPPLY AND INSTALLATION OF RETAINER WALLS TO EXISTING PROPERTY ON VARIOUS ERVEN WITHIN THE GEORGE MUNICIPAL AREA

Contract Data (Part C1.2)

C1.2 CONTRACT DATA

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

The Conditions of Contract are:

- the "General Conditions of Contract"

  as they appear in the commercially-available publication "*General Conditions of Contract for Construction Works, Third Edition (2015)*", published by the South African Institution of Civil Engineering (SAICE) as the August 2015 print edition, hereinafter referred to as GCC 2015; and

- specific data as contained in this Contract Data.

Each party to the Contract shall purchase its own copy of the GCC 2015, from a duly authorised commercial vendor or directly from the publisher:

South African Institution of Civil Engineering
Private Bag X200
Halfway House 1685
South Africa
Tel +27 (0)11 805 5947

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: Wendy Mentor / Mr. Madoda Bokwe (Project Manager)	
	The Employer's address for receipt of communications is:	
	Physical address: George Municipality York Street George, 6530	Postal address: George Municipality PO Box 19 George, 6530
	Telephone: (044) 802 2020 / 065 925 9266 E-mail: wmentor@george.gov.za / bbokwe@george.gov.za.	

Clause 1	The Employer is the George Municipality.	
	The Project is for the supply & installation of retainer walls to the existing property on various erven within the George municipal area.	
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	**Form of Guarantee**
	Cover is:	Equivalent to the project value
	Period of cover:	Duration of Project
	Deductibles are:	
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

DIRECTORATE: HUMAN SETTLEMENTS

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TENDER FOR THE SUPPLY AND INSTALLATION OF RETAINER WALLS TO EXISTING PROPERTY ON VARIOUS ERVEN WITHIN THE GEORGE MUNICIPAL AREA

Objections and Complainants Form (Part C1.3)

(Section 4, item 50 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: _____

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

DIRECTORATE: HUMAN SETTLEMENTS

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TENDER FOR THE SUPPLY AND INSTALLATION OF RETAINER WALLS TO EXISTING PROPERTY ON VARIOUS ERVEN WITHIN THE GEORGE MUNICIPAL AREA

Form of Performance Guarantee

(Part C1.4)

The Tenderer must affix proof of Performance Guarantee to this page.

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TENDER FOR THE SUPPLY AND INSTALLATION OF RETAINER WALLS TO EXISTING PROPERTY ON VARIOUS ERVEN WITHIN THE GEORGE MUNICIPAL AREA

Pricing Data (Part C 2)

C2.1 Pricing Instructions

C2.2 Schedule of Activities

GEORGE MUNICIPALITY

DIRECTORATE: HUMAN SETTLEMENTS

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TENDER FOR THE SUPPLY AND INSTALLATION OF RETAINER WALLS TO EXISTING PROPERTY ON VARIOUS ERVEN WITHIN THE GEORGE MUNICIPAL AREA

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.

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TENDER FOR THE SUPPLY AND INSTALLATION OF RETAINER WALLS TO EXISTING PROPERTY ON VARIOUS ERVEN WITHIN THE GEORGE MUNICIPAL AREA

Schedule of Activities (C2.2)

C2.2.1 BILL OF QUANTITIES

Please note that it is **mandatory to submit the complete Priced Bill of Quantities** with the **Returnable Documents** in the following acceptable formats:

Filled in, in clearly legible and **PERMANENT BLACK INK.**

Item No	Short Description	Unit	Quantity	Rate+vat	Amount R c
1	**EXISTING STRUCTURE**				
1,1	Clear existing fence line	m	1	R -	R -
1,2	Re-Install existing fence line	m	1	R -	R -
2	**RETAINING WALLS**				
2,1	Restricted excavation for 600 x 250 mm nominal size and trimming of strip footings	m	1	R -	R -
2,2	Extra-over previous item for excavating a step in the foundation	No	1	R -	R -
2,3	Provide and place 15 Mpa concrete for strip footings	m^3	1	R -	R -
2,4	Construct basic retaining wall with Terraforce blocks complete with topsoil backfill of blocks	m^2	1	R -	R -
2,5	Construct full retaining wall with Terraforce blocks complete with topsoil backfill of blocks, bidim geotextile membrene, sand drainage layer and subsoil drain for wall height	m^2	1	R -	R -
2,6	Fill Terraforce blocks with 25 Mpa as required	m^3	1	R -	R -
2,7	Finish off by shaping backfill material surface	m^2	1	R -	R -
2,8	Allow G7 Material for filling when needed	m^3	1	R -	R -
2,9	Surplus material from excavations and/or stock piles on site to a dumping site situated up to 10km from the building site	m^3	1	R -	R -
3	**PAVING TO WALKWAYS, ETC**				
	Paving shall be laid in accordance with SABS 1200 MJ, SANS 1058 and the Concrete Masonry Association's specifications. Paving shall be laid on 20mm thick (thickness after final compaction) clean river sand (preparation of ground or filling elsewhere). Clean sand shall be swept into joints between road stones at completion.				
3,1	Excavation and compaction of ground surfaces under paving etc, including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 93% (100% for sand) Mod AASHTO density.	m^2	1	R -	R -
3,2	Supply and Install 60mm pavers.	m^2	1	R -	R -
3,3	100mm Thick sub-base course under paving areas, etc, compacted to 98% Mod AASHTO density (G7 material in accordance with SABS 1200DM)	m^2	1	R -	R -
3,4	Coarse river sand filling from commercial sources supplied by Contractor	m^2	1	R -	R -
	Edging and including concrete bedding, jointing and pointing				
3,5	75 x 150mm High edging (Type E1) laid on continuous unreinforced concrete Class 20Mpa/13mm bedding and haunching size 70 x 100mm including excavation, backfilling, etc	m	1	R -	R -

TOTAL: Excluding Vat	**R -**
VAT (15%)	**R -**
TOTAL +VAT	**R -**

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TENDER FOR THE SUPPLY AND INSTALLATION OF RETAINER WALLS TO EXISTING PROPERTY ON VARIOUS ERVEN WITHIN THE GEORGE MUNICIPAL AREA

Scope of Works (C3)

C 3.1 Description of Works

C 3.2 Location of the works

C 3.3 Drawings

C 3.4 Health And Safety Specification Document

C3.1: Description of the Works

Project Name : Construction of Retaining walls and Walkways for various individual erven's

Area : New Dawn Park (George)

HEALTH AND SAFETY

The appointed contractor must submit a health and safety plan from a registered Health & Safety Practitioner. The cost for the health and safety plan must be included in the quoted amount and will not be paid as a separate cost.

1. Site Clearance

Supplier to clear any existing fence lines obstructions within the working boundaries if required and re-install the fence line after the contractor has constructed the retaining wall

2. Retaining walls and Steps:

The Supplier shall:

- Determine type of foundation and excavation details e.g. stepped, curved, depth below natural ground level (N.G.L.), base dimensions.
- Angle of wall batter required shall be that shown in the drawings.
- Confirm block rotation in relation to base (where applicable)
- Block spacing – confirm where blocks are to be laid in open face or closed face (where applicable). Some systems require faces closer for inside radius versus maximum width spacing for outside radius and regular recommended spaces for straight sections.
- Determine start and finish of walls and, where necessary, how to tie into existing structures

Construction Procedure

The Supplier shall**:**

- Obtain approval of concrete retaining block from responsible person: client/engineer/contractor.
- Foundation excavation.
- Concrete strength, method of placing, vibration, mesh reinforcement.
- Block quality e.g. grey/colour/exposed aggregate and appearance.
- Placing of first blocks - horizontal or rotated (where applicable) and set in wet concrete foundation (where required).
- Backfill: - suitability to reach required compaction - stabilized, properly mixed, placed and compacted - drainage medium, coarse clean sand, geotextile, core pipe slotted or perforated, correct diameter.

Installer must be aware of the following:

- Correct block spacing and interlock.
- Seating of blocks and interface appearance (row upon row), with access step.
- Line and level checks to void humping.
- Profile of batter to maintain consistent degree.
- Positioning of geofabric tiebacks (where required) and correct installation.
- Correct compaction methods to maintain backfill density required.
- Testing of compaction achieved and recording results.
- Maintaining good housekeeping and discipline during construction period

Where necessary contractor must reposition erf water meter and extend house connection pipes.

3. Paving to walkways

The work area will be identified on site. During the construction of any works along existing township roads, the supplier shall, in co-operation with, and in accordance with any instruction from the project manager, take precautions for the protection of the works and the safety of vehicles and pedestrians.

Supplier shall supply and install new paving. Paving shall be laid in accordance with SABS 1200 MJ, SANS 1058 and the Concrete Masonry Association's specifications. Paving shall be laid on 20mm thick (thickness after final compaction) clean river sand (preparation of ground or filling elsewhere). Clean sand shall be swept into joints between road stones at completion.

Excavation and compaction of ground surfaces under paving, including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 93% (100% for sand) Mod AASHTO density.

Prepare 100mm Thick sub-base course under paving areas, etc, compacted to 98% Mod AASHTO density (G7 material in accordance with SABS 1200DM)

Use coarse river sand filling from commercial sources supplied by Contractor

Supply and install Edging and including concrete bedding, jointing and pointing 75 x 150mm High edging (Type E1) laid on continuous unreinforced concrete Class 20Mpa/13mm bedding and haunching size 70 x 100mm including excavation, backfilling, etc

Contractor to note that all work is subject to a 12 month retention period and that 10% of the project amount will be held back for that period and it will only be paid out when the defects that may occur within the 12 months has been repaired, inspected and signed off.

C3.1.3 LOCATION OF THE WORKS

Zone 1				
Erf nos	5466-5478		**Date viewed**	13 February 2019
Street	Voelnesvaring West		**Viewed by**	Graeme Johnstone
Area	New Dawn Park		**Priority**	Low (4)
Photographs: 1 – 8				

Zone 1 aerial view

Site layout

The identified properties are situated on a fairly steep west facing slope below Voelnessvaring Street on the urban edge. The street level is about 4m above the floor level of the houses. The street slopes from north to south with barrier kerbs on the western side to channel stormwater down the centre of the street. The street has no shoulder or pedestrian pavement beyond the barrier kerbs.

There are no signs of stormwater erosion.

Property issue/s

-Difficult access from street level.

- Pedestrian safety with increasing vehicular traffic in Voelnessvaring Street.

Recommendation

A concrete block retaining structure is to be constructed to support a level pedestrian sidewalk. Steps, constructed of concrete blocks, similar to those provided in Touwsranten (refer photographs 73 to 76), are to be constructed to provide access to individual homes.

Zone 2				
Erf nos	5454-5465		**Date viewed**	13 February 2019
Street	Vriesa Close		**Viewed by**	Graeme Johnstone
Area	New Dawn Park		**Priority**	Low (4)
Photographs: 9 – 16				

Zone 2 aerial view

Site layout

The properties are located west of Vriesa Close on the urban edge. The homes are positioned close to the street and lower than street level. The street level is approximately 1m above the floor level of the houses. The street slopes from north to south east with kerbs on the south side to channel stormwater down the center of the street. The street has no level shoulder or pedestrian walkway. There are no signs of stormwater erosion

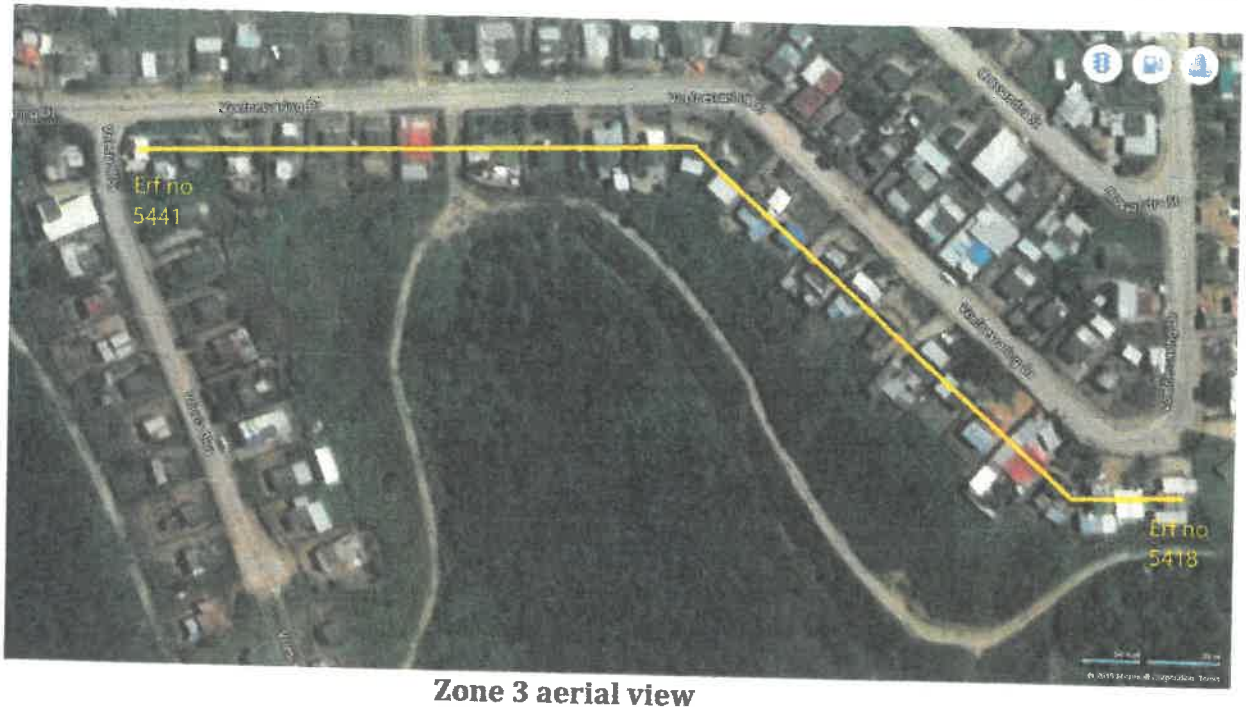
Property issue/s

-Difficult access from street level.
- Pedestrian safety.

Recommendation

A concrete block retaining structure is to be constructed to support a level pedestrian sidewalk. Steps, constructed of concrete blocks, similar to those provided in Touwsranten (refer photographs 73 to 76), are to be constructed to provide access to individual homes.

Zone 3				
Erf nos	5418-5441		**Date viewed**	13 February 2019
Street	Voelnesvaring South		**Viewed by**	Graeme Johnstone
Area	New Dawn Park		**Priority**	Low (4)
Photographs: 17 – 24				



Zone 3 aerial view

Site layout

The Zone 3 erven form the urban edge south of Voelnessvaring Street. Although the street is undulated the main slope is towards the south. The south side of the brick paved street has a mountable kerb. The street has a negative camber to allow for water flow along the center of the street. The street has no shoulder or pedestrian pavement beyond the kerb line. The southern properties slope away from the street and homes are below street level. There are no signs of stormwater erosion

Property issue/s

-Difficult access from street level.

- Pedestrian safety with increasing vehicular traffic in Voelnessvaring.

Recommendation

A concrete block retaining wall is required to support a level pedestrian sidewalk. Steps, constructed of concrete blocks, similar to those provided in Touwsranten (refer photographs 73 to 76), are to be constructed to provide access to the individual homes.

Zone 4				
Erf nos	5390-5417, 5490-5494		**Date viewed**	14 February 2019
Street	Voelnesvaring East		**Viewed by**	Graeme Johnstone
Area	New Dawn Park		**Priority**	Low (4)
Photographs: 25 – 32				

Zone 4 aerial view

Site layout

The identified properties are located east and north of Voelnessvaring East Street, after the sharp bend in the street. The properties are located below street level on the urban fringe with the exception of the last 5 which are located on the southern side of the street. This section of brick paved street has no kerbs on either side, and only concrete edging is provided. The natural slope is from north to south and west to east.

Property issue/s

-Difficult access from street level.

-Street stormwater concern.

- Pedestrian comfort and safety with increasing vehicular traffic.

Recommendation

A concrete block retaining structure is to be constructed to support a level pedestrian sidewalk. Steps, constructed of concrete blocks, similar to those provided in Touwsranten (refer photographs 73 to 76), are to be constructed to provide access to individual homes.

Zone 5				
Erf nos	4945-4955, 4965-4972, 4996		**Date viewed**	14 February 2019
Street	Waterlelieblom, Oleander & Bromelia		**Viewed by**	Graeme Johnstone
Area	New Dawn Park		**Priority**	Low (4)
Photographs: 33 – 40				

Zone 5 aerial view

Site layout

The properties are on cul de sacs leading off Sierrie street. The natural slope is to the north east. The street slopes from west to east towards the turning circles. The identified properties are below street level and in close proximity to the street. The home on Erf 4996 is close to a terraced boundary.

Property issue/s

-Difficult access from street level.
- Pedestrian comfort and safety.

Recommendation

A concrete block retaining wall is required to support a level pedestrian sidewalk with steps to allow safe access to the individual homes. The retaining structure would protect the street layer works and reduce the possibility of stormwater erosion.
For erf 4996 a boundary retaining wall is recommended.

Zone 6				
Erf nos	4714-4716, 4928-4944, 5293-5298		**Date viewed**	14 February 2019
Street	Sierrie & Voelnesvaring		**Viewed by**	Graeme Johnstone
Area	New Dawn Park		**Priority**	Low (4)
Photographs: 41 – 48				

Zone 6 aerial view

Site layout

The identified properties are to the north of Sierrie street. Properties are built close to the street edge but located well below street level. The street slopes from west to east with barrier kerbs on the north side to channel stormwater down the centre of the street. The street has no shoulder or pedestrian sidewalk beyond the barrier kerb.

Property issue/s

-Difficult access from street level.

- Pedestrian safety with increasing vehicular traffic.

Recommendation

A concrete block retaining structure is required to support a level pedestrian walkway. Steps to allow safer access to the individual homes are required. (refer photographs 73 to 76)

Zone 7				
Erf no	4736-4754, 5291 & 5292		**Date viewed**	27 February 2019
Street	Bougainvillea		**Viewed by**	Graeme Johnstone
Area	New Dawn Park		**Priority**	Low (4)
Photographs: 49 – 56				

Zone 7 aerial view

Site layout

These properties are located on the lower or south and eastern side of Bougainvillea Drive. The brick paved street has mountable kerbs on the south and concrete edging on the northern road-edge. The street has no shoulder or pedestrian pavement beyond the mountable kerb.

Property issue/s

-Difficult access from street level.

- Pedestrian safety with increasing vehicular traffic.

Recommendation

A concrete block retaining structure is required to support a level pedestrian walkway, similar to that shown on Photograph 53. Steps, constructed of concrete retaining blocks, similar to those provided in Touwsranten (refer photographs 73 to 76), are to be constructed to provide access to individual homes.

Zone 8				
Erf nos	4662-4669		**Date viewed**	27 February 2019
Street	Katdoring Close		**Viewed by**	Graeme Johnstone
Area	New Dawn Park		**Priority**	Low (4)
Photographs: 57 – 64				

Zone 8 aerial view

Site layout

Katdoring Close is located on the northern urban edge. The short street follows the natural slope northwards and descends towards the turning circle. The bitumen paved surface is retained by mountable kerbs on either side and barrier kerbs at the turning circle.

Property issue/s

The steep unretained embankment adjacent to a house erodes and soil builds up against the wall of the house causing damp conditions in the house. (refer photograph 63) The poorly terraced embankment requires a block retaining wall to prevent erosion.

Recommendation

Concrete block retaining structures are to be provided on the southern property boundaries to support the terraces and protect adjacent structures.

Zone 9				
Erf nos	5547-5554		**Date viewed**	13 February 2019
Street	Crossandra		**Viewed by**	Graeme Johnstone
Area	New Dawn Park		**Priority**	Low (4)
Photographs: 65 – 72				

Zone 9 aerial view

Site layout

The identified Crossandra Street properties are located on the south side of the street. Crossandra Street bisects the area surrounded be Voelnesvaring Drive. The street follows the natural undulations but the south side is lower than the north. The identified properties are to the south of Crossandra Street as indicated on the aerial view. The street has no shoulder or pedestrian sidewalk beyond the mountable kerb.

Property issue/s

-Difficult access from street level.

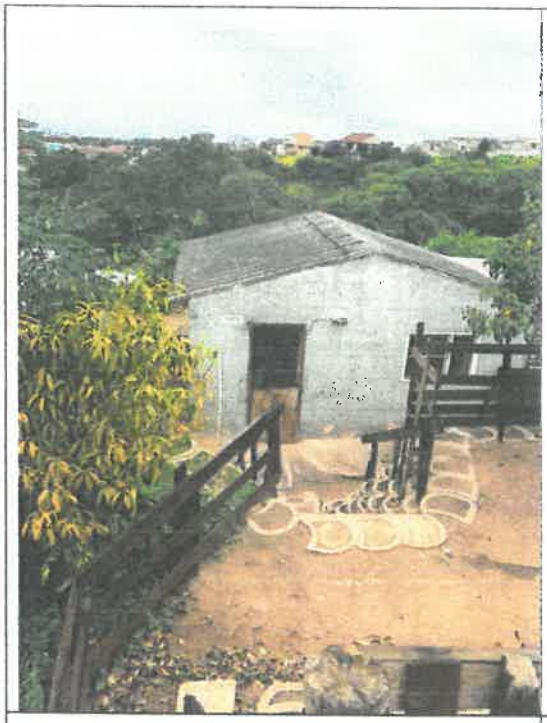
- Pedestrian safety with increasing vehicular traffic.

Recommendation

A concrete retaining structure is to be provided to support a level pedestrian walkway with steps to allow access to the individual homes. The retaining structure would also protect the street layer works and reduce the possibility of stormwater erosion.

ANNEXURE C

PHOTOGRAPHS



Photograph 1 : Home Erf 5472

Photograph 2 : Home Erf 5474

Photograph 3 : Home Erf 5476

Photograph 4 : Home Erf 5473

Photograph 5 : Croton St Sidewalk

Photograph 6 : Road edge Erf 5476

Photograph 7 : Road edge Erf 5473

Photograph 8 : Road edge Erf 5477

Photograph 9 : Home Erf 5464

Photograph 10 : Home Erf 5461

Photograph 11 : Home Erf 5459

Photograph 12 : Home Erf 5458

Photograph 13 : Road edge Erf 5459

Photograph 14 : Road edge Erf 5460

Photograph 15 : Road edge Erf 5458

Photograph 16 : Road edge Erf 5456

Photograph 17 : Home Erf 5438

Photograph 18 : Home Erf 5434

Photograph 19 : Home Erf 5476

Photograph 20 : Home Erf 5429

Photograph 21 : Road edge Erf 5433

Photograph 22 : Road edge Erf 5431

Photograph 23 : Road edge Erf 5431

Photograph 24 : Road edge Erf 5430

Photograph 25 : Home Erf 5403

Photograph 26 : Home Erf 5396

Photograph 27 : Home Erf 5398

Photograph 28 : Home Erf 5393

Photograph 29 : Road edge Erf 5494

Photograph 30 : Road edge Erf 5398

Photograph 31 : Road edge Erf 5396

Photograph 32 : Along street Erf 5400

Photograph 33 : Home Erf 4996

Photograph 34 : Home Erf 4966

Photograph 35 : Home Erf 4953

Photograph 36 : Home Erf 4947

Photograph 37 : Road edge Erf 4970

Photograph 38 : Road edge Erf 4967

Photograph 39 : Road edge Erf 4953

Photograph 40 : Road edge Erf 4946

Photograph 41 : Home Erf 4943

Photograph 42 : Home Erf 4939

Photograph 43 : Boundary Erf 4714

Photograph 44 : Home Erf 4932

Photograph 45 : Road edge Erf 4944

Photograph 46 : Road edge Erf 4941

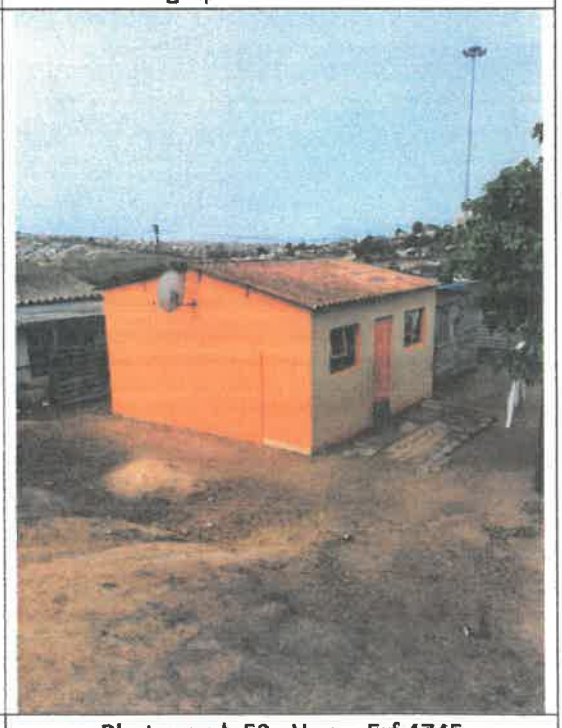
Photograph 47 : Road edge Erf 4943

Photograph 48 : Road edge Erf 4935

Photograph 49 : Home Erf 4737

Photograph 50 : Home Erf 5291

Photograph 51 : Home Erf 4738



Photograph 52 : Home Erf 4745

Photograph 53 : Road edge Erf 5290

Photograph 54 : Road edge Erf 4743

Photograph 55 : Road edge Erf 4744

Photograph 56 : Road edge Erf 4747

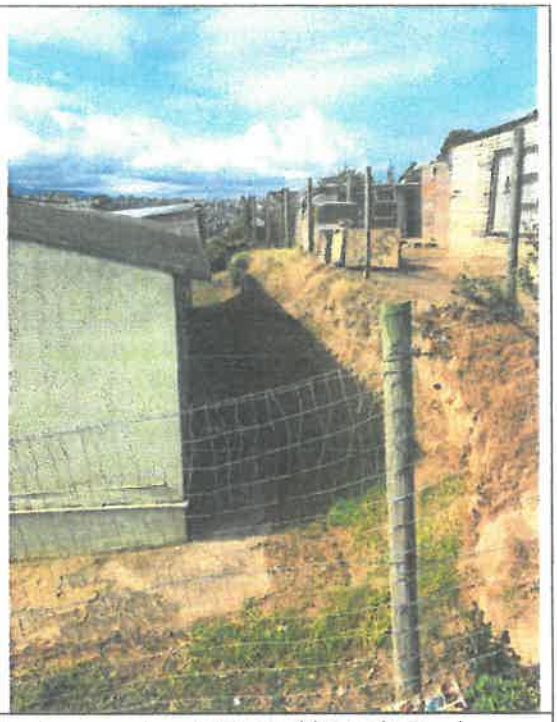
Photograph 57 : Home Erf 4669

Photograph 58 : Home Erf 4668

Photograph 59 : Home Erf 4662

Photograph 60 : Home Erf 4663

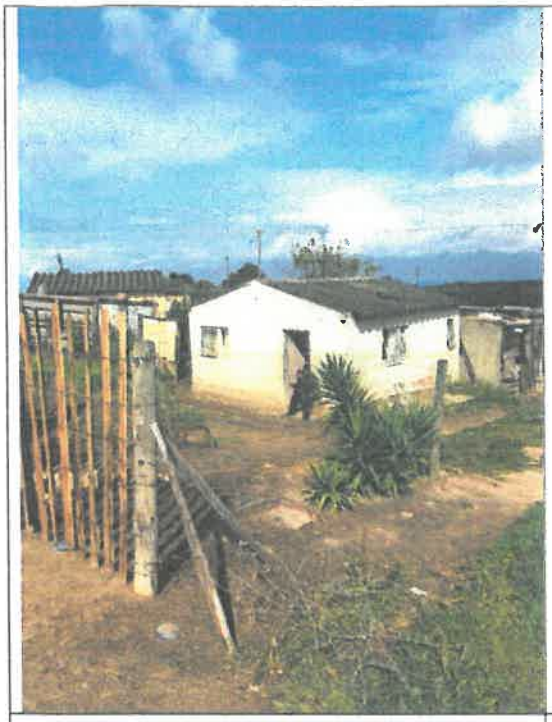
Photograph 61 : Internal boundary Erf 4669



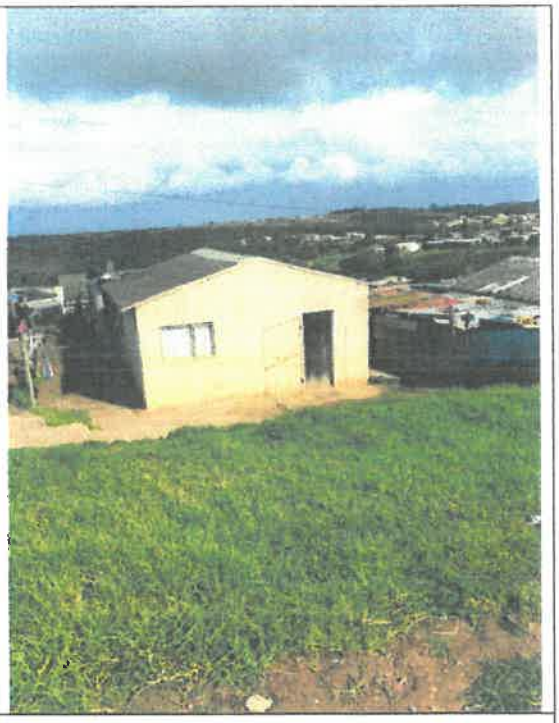
Photograph 62 : Internal boundary Erf 4668

Photograph 63 : Internal boundary Erf 4662

Photograph 64 : Internal boundary Erf 4664



Photograph 65 : Home Erf 5554



Photograph 66 : Home Erf 5553

Photograph 67 : Home Erf 5551

Photograph 68 : Home Erf 5547

Photograph 73 : Steps built with retaining blocks in Touwsranten

Photograph 74 : Steps built with retaining blocks in Touwsranten

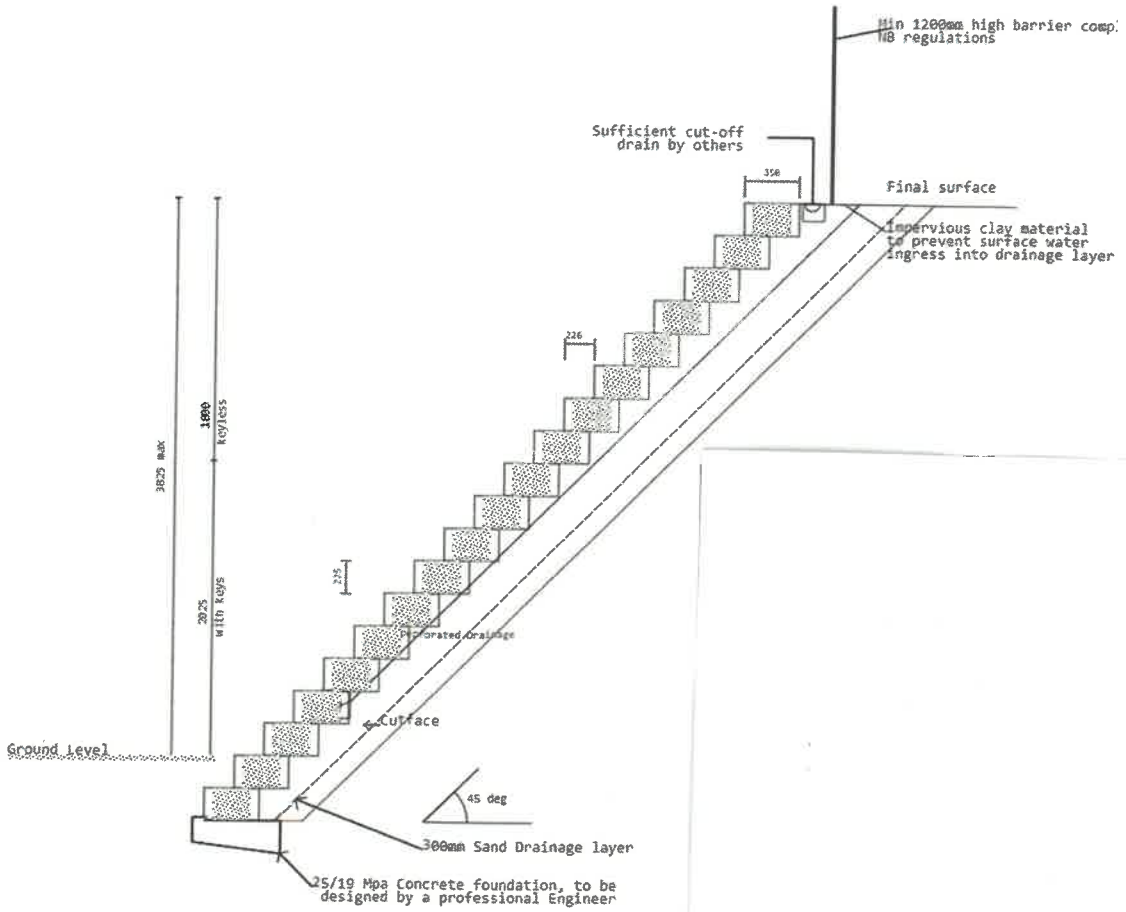
Photograph 75 : Steps built with retaining blocks in Touwsranten

Photograph 76 : Steps built with retaining blocks in Touwsranten

C3.5 ANNEXES:

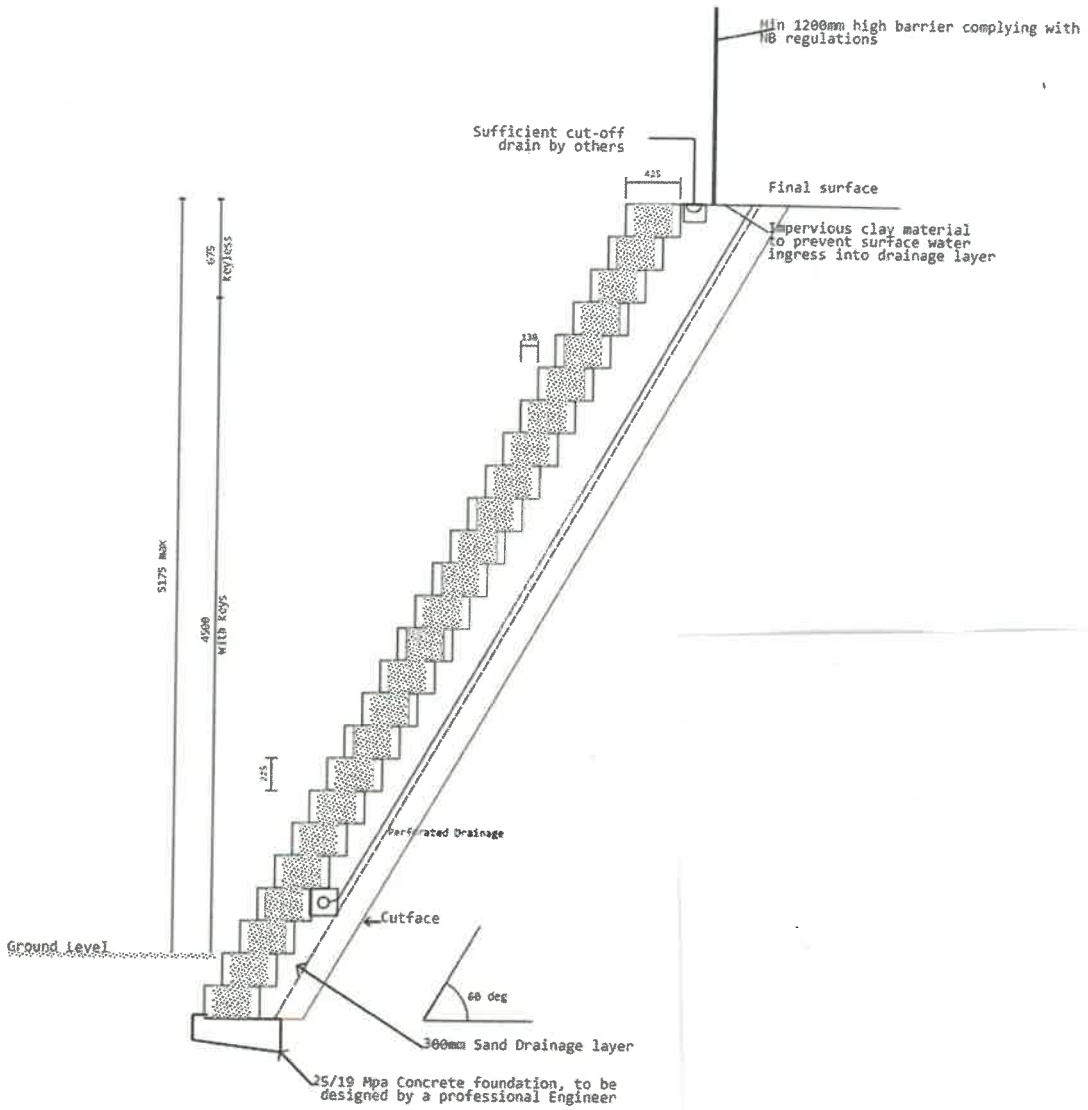
C3.5.1 TENDER DRAWING

Typical section of costed retaining block wall



FOR INFORMATION PURPOSES ONLY

Typical section of costed retaining block wall



FOR INFORMATION PURPOSES ONLY

C3.5.2 HEALTH AND SAFETY SPECIFICATION DOCUMENT

CONSTRUCTION HEALTH AND SAFETY SPECIFICATION FOR THE NEW DAWN PARK RETAINING WALL AND WALKWAYS

14 November 2022
Revision 0

DOCUMENT INFORMATION SHEET

Title of Document	:	Construction H&S Specification for the New Dawn Park Retaining Wall and Walkways
Type of Report	:	H&S Specification
Prepared for	:	Tender Documents/Bidders
Date of Issue	:	14 November 2022

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DOCUMENT CONTROL SHEET

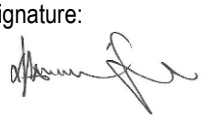
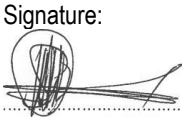
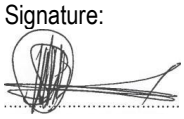
PROJECT NAME : New Dawn Park Retaining Wall and Walkways

DOCUMENT TITLE : Construction H&S Specification for New Dawn Park Retaining Wall and Walkways

DOCUMENT NUMBER : XAKS-SPEC-WC-G-11

SIGNING OF THE ORIGINAL DOCUMENT

We, the undersigned, accept this document as a stable work product to be placed under formal change control as described by our internal Procedure: Management of Controlled Documents**.**

ORGINAL	Prepared by	Reviewed by	Approved by
Date: **14 November 2022**	Name: X Redcliffe Signature: 	Name: L. Mzamo Signature: 	Name: L. Mzamo Signature: 

REVISITION CHART

Revision Number	*Alteration*	*Date*
1		
2		
3		
4		
5		

THIS DOCUMENT WAS PREPARED BY:

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2. Project Scope
3. Introduction to this Construction Health and Safety Specification
4. Limitation of liability
5. Purpose of the Construction Health and Safety Specification
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12. Hazard Identification and Risk Assessment
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15. Close-out and Consolidated H&S file and annual builder shutdown
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ANNEXURE A – Acknowledgement of this specification by the Principal Contractor
ANNEXURE B - Client Baseline Risk Assessment

1. Definitions

For the purpose of this Construction Health and Safety Specification, all definitions in the Occupational Health and Safety Act & Regulations, the abbreviations and the definitions given hereunder shall apply:

1. **"Agent"** refers to **Xaks Consulting (Pty) Ltd** represented by a Professional Construction Health and Safety Agent appointed to act on behalf of the Client, and who is appointed in writing.

2. **"Client"** refers to George Municipality.

3. **"COIDA"** means Compensation for Occupational Injuries and Diseases Act 130 of 1993

4. **"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 Qualification Framework Act, 2000 (Act No 67 of 2000), those qualifications and that training must be regarded as the required qualifications and training; and

    b. is familiar with the Act and with the applicable regulations made under the Act;

5. **"construction manager"** means a competent person responsible for the management of the physical construction processes and the coordination, administration and management of resources on a construction site including overseeing occupational health and safety;

6. **"construction site"** means the approved construction footprint and grounds where construction work is being performed as part of this contract.

7. **"construction supervisor"** means a competent person responsible for supervising construction activities on a construction site;

8. **"construction vehicle"** means a vehicle used as a means of conveyance for transporting persons or material, or persons and material, on and off the construction site for the purposes of performing construction work; and, includes a bakkie or LDV used by the principal contractor or any contractor

9. **"CHSS"** refers to this document, the Construction Health & Safety Specification

10. **"CR**" refers to the Construction Regulations, 2014

11. **"COC"** refers to Certificate of Compliance.

12. **"DSTI"** refers to a documented daily safe task instruction compiled and issued by a contractor and trained to all relevant employees

13. **"H&S"** refers to Health and Safety

14. **"Health and Safety Plan"** refers to a documented plan which addresses hazards identified and includes safe work procedures to mitigate, reduce or control the hazards identified.

15. **"Health and Safety Specification"** refers to a documented specification of all health and safety requirements pertaining to the associated works on a construction site, so as to ensure the health and safety of persons.

16. **"medical certificate of fitness"** means a valid medical certificate of fitness; such medical testing shall be relevant to the risks of the construction work performed on site and shall conform to the Occupational Health and Safety Act and Regulations and to the requirements in this H&S specification.

17. "**Method statement**" refers to a document detailing the key step by step activities to be performed in order to reduce as reasonably as practicable the hazards identified in the risk assessment.

18. **"OHSA"** refers to the Occupational Health & Safety Act of 1993

19. "**Principal Agent/Engineers"** refers to the lead consultants of the project appointed by the Client.

20. **"Principal Contractor"** means an employer who performs construction work for the client and who is appointed by the client.

21. **"Regulations"** refers to the Regulations issued under the Occupational Health & Safety Act.

22. **"S"** refers to a Section in the Occupational Health & Safety Act of 1993.

23. "**Sub-Contractor**" means an employer appointed by a contractor of the Principal Contractor to perform construction work on the Site; also means an employer appointed by a sub-contractor to perform work on the Site.

24. **"SACPCMP"** means the South African Council for the Project and Construction Management Profession

2. Project Scope of works

1. The project entails the construction of retaining wall and walkways at New Dawn Park.
2. The contractor will be required to remove certain sections of the existing fence to be cleared and re-instated after the completion of the retaining wall.
3. The CHSS contains clauses that are generally applicable to building, engineering and construction and imposes controls associated with activities that impact on human health and safety.

3.Introduction to Construction H&S specification

1. This Construction Health & Safety Specification is published in terms of the Occupational Health & Safety Act of 1993 (OHS Act), Construction Regulations 2014, Regulation 5(1)(b).

2. The CHSS does not replace the Construction Regulations, 2014 and other applicable legal requirement, but is a supplementary specification as required in terms of the Regulations.

3. Partial references to or quotes from the Regulations do not imply that the sections not referred to or quoted from are of lesser importance or are not applicable.

4. The Principal Contractor with all other sub-contractors is, at all times required to and will remain responsible to fully address all requirements and standards of the Occupational Health and Safety Act, Regulations and the full Construction Regulations in the Health and Safety Plan and the implementation thereof.

5. The client is committed to ensuring that the highest standards of health and safety prevail and this CHSS may contain standards which are more onerous that the statutory standards.

4Limitation of liability

1. The client or its Agent shall not be responsible for any acts or omissions of any Contractor which may directly or indirectly result from the application of the CHSS or any project specific version thereof.

2. All contractors must ensure that articles, work, equipment, machinery, plant and work practices are, at all times, compliant to the legal requirements as these apply.

3. The client shall limit its responsibility to the application of the Construction Regulations' Client Requirements only.

4. This CHSS is developed to ensure that the Client and any bodies that enter into formal agreements with the Client such as Consultants, Principal Contractors, and Principal Contractors achieve an acceptable level of OHS performance. No advice, approval of any document required by the CHSS or the Agent, such as hazard identification and risk assessment action plan or any other form of communication from the client or the Agent shall be construed as an acceptance of any obligation that absolves the Principal Contractor from achieving the required level of performance and compliance with legal requirements. Further, there is no acceptance of liability by the client or the Agent which may result from the Principal Contractor failing to comply with the CHSS.

5. The Principal Contractor shall enter into a Mandatary Agreement with the client, as defined in Section 37(2) of the Occupational Health and Safety Act. The Principal Contractor shall ensure that each contractor appointed by the Principal Contractor and each and sub-contractor appointed by a contractor also enter into a Mandatary Agreement with the client, as defined in Section 37(2) of the Occupational Health and Safety Act.

6. The Principal Contractor shall be appointed by the client in terms of the Construction Regulations of 2014.

7. These agreements and appointments shall be included in the Principal Contractor's H&S file on site and be valid for the duration of the contractor's work on the construction site.

5.Purpose of the Construction H&S Specification

1. The purpose of the CHSS is to be used as the standard of H&S on this project on which Principal Contractors', Designers and other project representatives plan their project implementation thus ensuring safe work execution and legal compliance.

2. This CHSS will be applicable to all construction work at this project.

3. All employees working on this site shall conform to the standard in the CHSS. All the duties of a Principal Contractor in this CHSS equally apply, in full, to contractors of such Principal Contractor and to sub-contractors of such contractors.

4. This specification also applies to all project Designers and specialist consultants rendering a professional service on the project.

6.Implementation of the Construction H&S Specification

1. This CHSS forms an integral part of the Contract, and Principal Contractors are required to make it an integral part of their contracts with subcontractors and suppliers.

2. Any Principal Contractor submitting a tender for the Construction for this project shall ensure that the tender contains sufficient evidence of:

    a. Adequate provision for the cost of health and safety measures;

    b. The principal contractor's access to and intention to appoint persons with the necessary competencies to carry out the construction work safely;

    c. The principal contractor's access to the necessary resources to carry out the construction work safely;

7.Designer

1. The Designer must ensure that all designer's duties defined in the Construction Regulation 2014 are complied with thus taking into consideration the applicable SANS requirements during the design development.

2. The designer is incorporate a safe design approach as part of the project implementation and consider suitable ergonomic design principles for all phases of the project life cycle.

3. All designers are to inform the Client of their designs and the potential cost implication for the design considering the geotechnical-science aspects and the loading that the structure is designed to withstand.

4. Make available all relevant information required for the safe execution of the work.

5. Refrain from including anything in the design necessitating the use of dangerous procedures or materials hazardous, which can be avoided by modifying the design or by substituting materials.

6. Take into account the hazards relating to any subsequent maintenance of the structure and must make provision in the design for that work to be performed to minimize the risk.

7. Carry out all necessary inspections at appropriate stages and verify that construction is carried out in accordance with the design.

8. Stop any Contractor from executing any construction work which is not in accordance with the relevant design's H&S aspects. Inspect the completed structure and declare the structure safe for use.

9. Designer are to inform the Principal Contractor of any design changes as part of project implementation.

8. Provision for cost of H&S

1. The appointed Principal Contractor shall allow in their tenders for the cost of complying with the requirements of this CHSS and the legislative requirements based on the project scope of works.

2. The principal contractor shall be required to submit the priced OHS BoQ to the Agent for verification and submission to the Department of labour during the application for the construction works permit.

	H&S cost item
1.	Provision of Health Safety Plan
2	Provision for First aider management
3.	Provision for firefighting management
4.	Medical certificates of fitness Medical examination of all employees and certification of fitness by an occupational medicine practitioner.
5.	Provision for risk-based PPE considering the scope of works
6,	Emergency Equipment based on the risk exposure
7.	Waste bins on site and regular removal
8.	Construction signage
9.	Allow for the necessary Workman's Compensation Fund or approved Insurer contributions for the duration of the project with and including renewals
10	Provision for site temporary barricading
11	Provision for part time safety officer
12	Implementation and update of approved H&S plan

9. Notification of Construction Works

1. The Principal Contractor shall submit a notification of construction works to the Department of Labour.

2. The construction works can only commence once the notification of construction work is received and acknowledge is issued by the Department of labour.

10. Construction Manager

1. The principal contractor shall appoint a full-time competent person as the construction manager with the duty of managing all the construction work on the Site.

2. The construction manager must be exclusively dedicated to this project site.

3. Proof of competency of the construction manager shall be incorporated in the H&S file; the client or its Agent shall only allow work to commence if the designated construction manager has sufficient evidence of H&S competence and, as a minimum this shall include:

    a. Proof of professional training
    b. Proof of experience in the construction scope of work relevant to this project nature
    c. Proof of experience in general H&S management for work as defined in the scope

4. The construction manager shall be responsible to ensure that the following duties are executed and shall actively communicate with the client-agent in order to:

    a. Confirm and provide proof of compliance; and
    b. Discuss any compliant constraints which may be experienced.

5. The construction manager may be assisted by the safety officer and, where such an arrangement is planned, the H&S plan of the Principal Contractor shall clearly define the respective duties of the construction manager and of the safety officer.

6. The construction manager shall be appointed in writing and each of the tasks below shall be included in the signed letter of appointment.

7. The construction manager shall ensure a site-specific health and safety plan, based on this health and safety specifications to the client agent and shall discuss and amend the H&S plan until finally approved by the Agent

8. The construction manager shall ensure that the H&S plan is applied from the commencement of and for the duration of the construction work.

9. The construction manager shall ensure that the H&S plan is reviewed and updated as work progresses.

10. The construction manager shall open and keep the Site health and safety file and ensure that, at all times, this file is on site and available to an inspector, the client, the client's agent or a contractor.

11. The construction manager shall provide contractors and sub-contractors with this CHSS.

12. The construction manager with support of the safety officer shall only approve a H&S plan of a contractor and a sub-contractor if there is sufficient evidence that the contractor:

    a. Has made sufficient provision for health and safety measures during the construction process
    b. Has the necessary competencies to perform the construction work safely; and
    c. Has made the necessary resources available to perform the construction work safely.

13. The construction manager shall ensure that all contractors appointed by the Principal Contractor have an approved H&S plan, prior to appointing the contractor and prior to allowing the contractor to start working on site.

14. The construction manager shall ensure that contractors have evidence of both registration and good standing in terms of COIDA and shall not permit any contractor to start work or to continue with work on site unless a valid Certificate of Good Standing is on site.

15. The construction manager shall stop all construction work which is not in accordance with this CHSS or with the principal contractor's health and safety plan or which poses a threat to the health and safety of persons.

16. The construction manager shall ensure that, where changes are brought about to the design and construction on the site, sufficient health and safety information and appropriate resources are made available to any contractor to which the changes apply.

11. Construction Safety Officer

1. The Principal Contractor shall appoint a competent part time Construction safety officer for the construction work.

2. The Construction Safety Officer on the construction site and have at least three years working experience as a safety officer on a construction site.

3. The Principal Contractor shall define the duties of the appointed safety officer in the H&S plan. The frequency of site visits two times a week must be included in the H&S plan to ensure compliance standard are implemented on the project. However, the contractor should ensure a full time Health and Safety representative is on site whiles construction works are performed.

4. Proof of competence and registration of the appointed construction safety officer must be included in the H&S file.

12. Hazard Identification and Risk Assessment

1. The Principal Contractor shall appoint a competent person to perform a site-specific baseline- and, thereafter, ongoing issue-based hazard identification and risk assessment. There may be more than one risk assessor appointed if this is required.

2. The competent risk assessor shall form part of the full-time construction team working on the construction site.

3. The risk assessment must be based on the scope of work, the site-specific materials required, and the site-specific machinery, equipment and structures applied during the construction on this project.

4. The client requires that an additional risk assessment is conducted and submitted to the Agent for verification when:

    a. A new machine is introduced onto site
    b. A system for work is changed or operations altered
    c. After an incident or near miss has occurred
    d. New knowledge comes to light and information is received which may influence the level of risk to employees on site.

5. All risk assessments shall be conducted in terms of an acceptable and documented methodology and control measure must comply to the hierarchy of controls prior to commencement of work and in accordance with the provisions of the CR.

    a. The baseline risk assessment shall documented.

b. Issue-based risk assessment, risk monitoring and risk review shall be done at the hand of pre-task risk assessment communicated to all employers; a system of daily safe task instructions may be used. The risk assessment must include:

   i. A daily tasks/activity list, step by step

   ii. A daily documented listing of hazardous events

   iii. A daily documented listing of H&S risk controls

   iv. Proof of communication of the above to all employees: the client requires that the Principal Contractor shall ensure that all employees on site are conversant with the content of the all relevant risk assessments, the appropriate measures to either eliminate or reduce the identified risks. The Principal Contractor shall outline to employees what role they are expected to play in the Risk Assessment and control measure process.

6. The principal contractor shall include a method for risk review ensuring that the all risks on site are adequately managed

7. All risk assessments must document all H&S controls. Should the Principal Contractor commence any work without a compliant risk assessment or should the risk assessment not reflect the activities being undertaken, the responsible contractor may be instructed to be immediately stop that specific activity, and the Principal Contractor will have no claim against the client in such a case for lost time or costs, irrespective of whether it can be demonstrated that the work was being safely undertaken.

13. Demolition

1. The demolition work during the construction must be addressed through a specific issue-based risk assessment and method statement by a competent person appointed in writing.

2. The method statement must include the engineering survey, where applicable, and shall be approved in writing by the construction manager.

3. The H&S plan must document the name, signed letter of appointment, competency and the curriculum vitae of the competent person(s) appointed to supervise all demolition work.

4. Safe work instructions for employees performing demolition works must be documented in writing.

5 The risk of the demolition structure collapsing in an uncontrolled manner must be managed.

6. The principal contractor should submit the demolition work risk assessment and method statement with the H&S file approval.

14. H&S Plan & File Requirements

1. The Principal Contractor shall provide and maintain an H&S File, containing all relevant documents as prescribed in the OHSS, the Construction Regulations of 2014 and all forms or records referred to that has relevance to specific legislation.

2. The H&S File shall be kept on site and available for inspection by the client Agent or the Department of Labour's Inspectors.

3. The content of the file is included in this specification, but additional items may be added.

4. The H&S plan should include and project back ground/introduction section taking into consideration the following:

I. Project name
II. Client details, name of responsible person and the business address
III. Principal Agent/Designer details, name of responsible person and the business address if applicable
IV. H&S CHSA details, name of responsible person and the business address
V. Principal Contractor, name of responsible person (16.2 appointee) and business address
VI. Completion project scope

5. The H&S plan should include a detailed site-specific overview of the

- Scope of works and activities of the project; this overview must include all work controlled by the Principal Contractor, whether directly or through the services of a contractors or sub-contractors.

- An overview of the machinery and plant used in the project; this overview must include all machinery and plant directly or indirectly (through the services of a contractor or sub-contractor) controlled by the Principal Contractor.

H&S Plan Content & Numbering

1. Index of the H&S Plan
2. Project scope of works
3. Scope & activities, machinery, plant, equipment, hazardous articles to be used
4. Health and Safety Resources and Budget
5. Construction manager: duty, responsibility, authority, document control and communication
6. Safety officer: duty, responsibility, authority, document control, communication
7. Principal Contractor H&S management processes
8. Management of the issue-based risk-, risk review- and risk monitoring
9. H&S Induction training and H&S competency management
10. General record keeping management
11. Contractor and Sub-contractor management
12. Site communication management
14. First aid, accident & incident and emergency management
15. Fire prevention and equipment management
16. Safety signage management
17. Access & on-site traffic and public H&S management
18. Electrical management
19. Hazardous chemical substances management
20. Construction plant and machinery management
21. Lifting Operations and Management
22. Occupational hygiene, occupational health and fitness for work management
23. PPE management

24. Safety Inspections and Inspection Register management
25. Internal Audit management
26. Housekeeping Waste management
27. Employee facilities, toilets, sheltered eating etc

H&S File Content & Numbering

1. Index of the H&S File
2. Principal Contractor's Policies applicable to the construction site: Occupational Health and Safety Policy
3. Project and OHS organogram with contact numbers
4. Principal Contractor Appointment
5. Mandatary Agreement between client and the principal contractor
6. Proof of Notification of Construction works
7. Letter of Good Standing
8. Contractors Baselines Risk Assessment
9. H&S Plan
10. Induction Plan
11. Emergency Plan
12. Construction Manager, Supervisor and Safety Officer letters of the appointed competent persons and evidence of competency (registrations, qualifications and other proof of competency)
13. Updated Employee List
14. Medical Certificates of Fitness
15. Legal appointment letters
16. Training records
    a. Employees H&S Induction records
    b. Visitors Induction records
    c. Records of training and competency for method statements
17. Incident Register & Investigation reports & COIDA Accident and incident management procedure
18. H&S Inspection Registers, list should be provided in the H&S Plan
19. PPE Issue Register
20. Internal Audits
21. Letters of approval of contractors and sub-contractors H&S Plans
22. Letters appointment of contractors and sub-contractors
23. Principal contractor's contractor- and sub-contractor audits
24. DSTI's
25. Audits by Client Agent
26. Corrective / Preventive Action plans for client audits
27. All supporting evidence deriving from the H&S Plan

15. Close-Out and Consolidated H&S file

1. The Principal contractor shall compile a consolidated H&S file with supporting evidence as requested and hand this to the Agent at the end of the construction for review and approval.

2. The consolidated H&S file shall be in electronic USB format.

3. The consolidated file shall include:

    a. A copy of the Principal Contractor Contractual Appointment letter
    b. The signed Principal Contractor Appointment with the Client
    c. The signed 37.2 Agreement with the Client
    d. Copy of the Construction Works Permit
    e. A copy of the approved construction footprint drawing
    f. The H&S file of the Principal Contractor, which, amongst the other, shall have dedicated chapters dealing with:

        i. Project H&S plan Approvals Record
        ii. Project H&S management plans, Fall Protection, Emergency plan, Storm water management, Traffic management
        iii. Project Contractor Baseline Risk Assessments
        iv. Designer inspections/assessments and confirmation of conformance
        v. Incidents registers & IOD investigation record
        vi. COIDA Claim incidents and supporting medical treatment record
        vii. Total Man-hours and Disabling Injury Frequency Rate statistics
        viii. Monthly H&S performance report
        ix. Monthly H&S audit reports from the consultants
        x. Minutes of the monthly Health and Safety Committee meetings
        xi. Pre- employment, medicals records
        xii. Record of project inductions
        xiii. List of equipment and physical conditions inspections conducted, samples included in the close out folder.
        xiv. List of DSTI's conducted, samples included in the close out folder.
        xv. List of awareness talks conducted, samples included in the close out folder.

4. Handover of the consolidated H&S file shall be finalized once all work is done.

16.Induction and H&S awareness

1. The Principal Contractor shall develop a documented project-specific induction training plan that must be submitted for approval by the Agent, to ensure that all employees on site are conversant with:
    - The risks of the construction project
    - The controls documented in the H&S file
    - The role of employees in ensuring health and safety on the construction site
    - The emergency arrangements that are put in place by the Principal Contractor
    - The general health and safety rules applicable to the site, inclusive of an introduction to whom the Construction Manager, Supervisors and Safety Officer is on site.
2. The Principal Contractor shall ensure that all employees have gone through the induction training before commencing duties on site.
3. The contents of the induction programme and method of ensuring that all employees are inducted will be documented in the H&S file and the Principal Contractor is advised that a generic induction or a human-resource induction shall not be sufficient for the client to accept the H&S planning for the construction work.
4. When working on the site, each employee of any contractor and sub-contractor accessing the site, including management, shall complete the principal contractors' induction; the principal contractor shall ensure that none of his or his contractors' employees accesses the site unless having been inducted by the principal contractor. Each visitor to the site shall be inducted in the risks and risk controls which the visitor may be exposed to; the visitor's induction and method to ensure compliance shall be documented in the H&S file.

H&S awareness

b. The Principal Contractor shall conduct, on site, periodic toolbox talks, preferably weekly or before any hazardous work takes place. The talks shall cover the relevant activity and an attendance register must be kept and signed by all attendees.
c. A record of who attended and the content of the topic will be kept on the site health and safety file as evidence of training.
    i. Awareness training of management responsibility on site must be conducted with all management representatives including contractors and sub-contractors.

17.Incidents, Accidents, Near Misses and Emergencies

1. All near misses, incidents and accidents must be recorded, investigated and managed in accordance with the statutory provisions.

2. Each H&S incident, near miss and accident must be recorded in a register kept in the H&S file; a template of the register shall be included in the H&S file.

3. Every accident shall be reported to the Agent; that is as soon as the construction manager and safety officer of the principal contractor becomes aware of it.

    a. Such reporting must occur via direct contact (person-to-person, via telephone or email)
    b. Incident Investigation process must be followed by competent role players and a preliminary investigation report must be submitted to the Agent within 24 hours for review and comment.
    c. Final investigation must be finalized by the Principal Contractor and submitted to the Agent within 5 working days, unless requested otherwise.

4. A record of all incident investigations shall be kept in the health and safety file and all records shall be made available to the client without exception; this includes records relating to Section 24 of the OHSA.

5. Where a fatality or permanent disabling injury or any incident referred to in Section 24 occurs on the construction site, the Principal Contractor must ensure that the provincial director is provided with a report contemplated in section 24 of the Act, in accordance with regulations 8 and 9 of the General Administrative Regulations, 2013, and that the report includes the measures that the Principal Contractor intends to implement to ensure a safe construction site as far as is reasonably practicable.

6. The emergency arrangements shall be displayed on site and shall include:

    a. A comprehensive emergency and evacuation plan

    b. An emergency flow chart

    c. An updated list of emergency telephone numbers

7. A first aider must be on site in a full-time capacity irrespective of the number of employees on site.

18.Hot Work, Fire Risks, Fire Extinguishers and Fire Fighting Equipment

1. No open fires are allowed on site.

2. No smoking is allowed on site, except in designated smoke areas, identified by the Principal Contractor. The H&S Plan shall include the Principal Contractors' arrangements for managing smoking on site.

3. All flammable products must be stored in an adequate storage facility; this process shall be documented in a method statement in the H&S file.

4. The Principal Contractor shall provide suitable fire extinguishers, which shall be serviced regularly, in accordance with the manufacturer's recommendations.

5. Safety signage shall be prominently displayed in all areas where fire extinguishers are located. The Principal Contractor shall arrange for the training of the relevant personnel, in the use of fire extinguishers.

6. The fire extinguisher inspection registers and the letter of appointment of the competent inspector shall be included in the H&S file.

7. No hot work is permitted on site or in the builders' yard unless appropriate screens, fire prevention, fire extinguishing and a documented safe work permit system are all in place. If the principal contractor plans hot work, a method statement must be included in the H&S file for approval. Each person perform hot work shall be trained in the use of a fire extinguisher and this training shall be documented in the H&S file.

19. Live Energy Work and Electrical Reticulations and Machinery

1. The Principal Contractor shall appoint a competent electrician who shall ensure zero potential of all electrical reticulations worked on and who shall ensure that dedicated power sources are safely removed during the construction.

2. The letters of appointment, proof of competency and registers applicable to these inspections shall be included in the H&S File.

3. All electrical cables shall be assumed "alive" and, where applicable, the Principal Contractor shall take adequate steps to ensure that employees and members of the public are prevented from accessing any electrical cables.

4. All existing electrical services must be assumed live at all times.

5. No live energy work shall be performed.

6. Contractors will ensure that all energy is isolated, that residual energy is purged, that energy sources are switched off and locked out by all employees working in the danger zone and are tagged, prior to any work being performed on the energy source or reticulation. The contractor shall include a zero Potential, Lock Out and Tag Out method statement and safe work instruction(s) in the H&S file.

7. Any unsafe condition shall be reported immediately to the client and the Principal Contractor shall take immediate steps to prevent employees or members of the public from gaining access to the dangerous installation and the area surrounding it.

8. The Principal Contractor shall appoint a competent person to inspect all portable electrical tools, including leads. The letter of appointment and template of this inspection register shall be included in the H&S file.

9. The Principal Contractor shall include a method statement for the safe use of portable electrical tools, including the management of the hazards of extension leads.

10. Where applicable, the contractor shall include any 'electrical dangerous work procedure' in the H&S file.

20. Public Health and Safety

1. The site shall at all times be monitored by the principal contractor to prevent the unauthorized access of persons to construction works areas.
2. Appropriate health and safety signage and information shall be displayed strategically on site.
3. All members entering site must indicate in what capacity they are visiting site and a site register should be completed and on record by the principal contractor.
4. The Principal Contractor shall ensure that each person visiting the site shall be inducted to the site and such induction shall outline the hazards likely to arise from on-site activities and the precautions to be observed to avoid or minimise those risks.

21. Waste Management

1. The Principal Contractor shall appoint a person responsible for site-wide control & removal of scrap, waste and debris;

2. No hazardous waste, combustible materials and containers shall accumulate on the construction site;

3. The Principal Contractor shall document a waste management method statement in the H&S file. Such method statement shall include all liquid, gaseous or solid waste produced during the construction process.

4. Waste management must comply with the Environmental legislation.

5. All waste skips removed from site must be recorded and a proof of final deposit at a registered waste site (waste disposal certificate) must be on record in the H&S file.

6. Provision must be made to remove rubble from site.

22. Occupational Health

1. The H&S file shall include:

    a. All medical certificates of fitness for all employees working on the site, a list of all employees on site must be generated by the principal contractor and updated on a monthly basis. This list should include all sub-contractor as well.

2. The Principal Contractor and every contractor shall ensure that a person-job specification (PJS)is issued for each job title on the construction site. The PJS specification should be sent with each employee to the occupational medical practitioner in order for the medical testing and assessment to be relevant to the statutory requirements and the risk exposures.

3. All contractors shall use that occupational health examinations, medical surveillance and certificate of fitness are conducted for all employees working on the project.

23. Site Access Control

1. The Principal Contractor shall ensure that all employees and visitors are aware and comply with the site's safe speed restriction, defined by the principal contractor at the hand of the risk assessment.

2. Access control must be managed on site by the Principal Contractor, all visitors and employees entering site must sign in and record of the registers must be kept on site in the H&S file. Induction records and access control records must be attached as proof all member accessing site was inducted.

24. Traffic Management

1, The principal contractor should ensure a detailed traffic management plan is develop and form part of the H&S plan to be submitted for approval before works commence. Specific information required in the plan is as following:

a) Specific control measure implemented on site, that includes, signage, barricading, delineators, flags persons controlling traffic movement when working next to existing roads.

2,All employees working at the construction project should travel in a vehicle which have seats firmly secured and adequate for the number of employees to be carried;

3,No employee shall be transported together with goods or tools.

4,Each vehicle shall always have a serviced portable fire extinguisher.

25. Special precautions

1. The principal contractor shall ensure that each employee is made aware and signs an acknowledgment of understanding of the following health and safety hazards specific for work on site.

2. Annual Builders Shutdown Period: If applicable

a. The Principal Contractor must submit a Shutdown Plan or Procedure that will illustrate who, how, when and what control measures will be implemented to ensure the construction footprint is rendered safe and risk free during the National Builders Shutdown period.

b. This submission must be issued to the Agent who will submit it to the Principal Agent for final approval.

26. Hazardous- Chemical Substances

1. With respect to hazardous chemical substances used, the contractor shall ensure that:

a. All MSDS are included in the H&S file

b. The safe use, storage, emergency procedures and safe disposal of hazardous substances are addressed in a method statement/s, included in the H&S file.

c. Proof of competency and signed letters of appointment of the person responsible for chemical handling, is included in the H&S file.

27. Personal Protective Equipment and Clothing

1. The Principal Contractor shall ensure that every employee is issued with, and wears SABS-approved PPE, consisting of all PPE identified in the risk assessment.
2. All the contractors' employees shall wear full length overalls and shall wear identification with respect to the employer.
3. All employees performing construction work shall wear steel-capped safety boots and a hard hat.
4. Hard hats used by employees working on site.
5. Employees working in the vicinity of mobile plant or construction vehicles shall wear a reflective vest; reflective stripes on overall do not meet the required visibility and shall not suffice.
6. The H&S Plan shall contain an outline of the PPE to be used and the management of such PPE on site, including the issuing of PPE, overnight storage, and all disposal of PPE.
7. Failure to use protective equipment as per the site risk assessment shall require disciplinary intervention and this process shall be documented in the site induction.

28. Signage

1. The Principal Contractor shall erect and maintain quality safety signage.
2. The signage shall include, but is not limited to:
    a. Mandatary PPE to be displayed at the entrance
    b. Access restrictions, Speed restrictions
    c. A sign indicating that all visitors must report to the site office and must be accompanied by the principal contractor when accessing the site
    d. The name and telephone number of the responsible person(s)
    e. Emergency telephone number(s)
    f. PPE to be worn at the particular site
    g. Where falling objects may occur, relevant barricading and warning signs must be erected to safeguard fellow employee from being struck by.

29. Consolidated Close - Out Requirements

1.Please be advised in terms of the Construction Regulation of 2014, the principal contractor is required to develop and submit a consolidated Health, Safety and Environmental management file at project completion.

2. The submission should be in electronic format and must be submitted to the Xaks Consulting as the appointed Pr. Construction Health and Safety Agent on the project that will evaluate the consolidated file before submitting to the client.

Summary of the Information verified during the close out audit process is as follow:

All the information listed below formed part of the project implementation.

- Project HSE specification
- Project Baseline risk assessment
- Construction work permit
- Contractual appointments (Client & Principal Contractor)
- Principal contractor legal employee appointment and Section 37.2 Agreement
- All HSE approvals has been conducted by Xaks Consulting
- HSE Policy
- All risk assessments, baseline and issue based by both principal contractors and sub-contractors.
- Project HSE Method statements
- H&S management plan and Environmental Management Plan
- Emergency plan
- All project legal appointments
- Induction records & medical fitness certificates
- H&S Audit and Inspection records by Pr. CHSA
- H&S communication and awareness records
- Incident history
- All applicable inspection records (mobile plant, excavations, fire and first aid records etc)
- Technical compliance certificates or test reports for safe installation

Handover of the consolidated H&S File can only commence once all personnel has been demobilized and nil man-hours are recorded. Electronic submission must be provided to the appointed Agent.

30. Contractor Management

1. Contractors and sub-contractors must be given a copy of this H&S Specification and any additional specification issued by the client and shall comply with these specifications integrally. All employers working on this site shall conform to the standard in the CHSS. All the duties of a Principal Contractor in this CHSS equally apply, in full, to contractors of such Principal Contractor and to sub-contractors of such contractors.

2. The Principal Contractor shall ensure that all contractors and sub-contractors under his control, plan the construction work adequately, approved by the Principal Contractor in writing.

3. Whenever a contractor or sub-contractor's H&S plan is approved, the Principal Contractor shall communicate with the Agent for acknowledgement of the approval done by the Principal Contractor.

4. Principal Contractors shall ensure that all contractors and sub-contractors comply with their H&S Plans, based on all applicable H&S Specifications, the requirements of the OHSA and all other relevant legislation.

5. The Principal Contractor shall ensure that the comprehensive and updated list of all the contractors and subcontractors on site includes:

a) A reference to the agreements between the parties, including all contractors' Section 37(2) agreements with the Principal Contractor.

b) The type of work being done.

c) The date of the approval of the H&S plan.

d) The date of expiry of the COIDA certificate of good standing.

e) The date of the last monthly audit.

ANNEXURE A

Acknowledgement of the H&S Specification by Principal Contractor

Construction Health & Safety Specification

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

Construction Regulations, 2014

I _____representing Principal Contractor have satisfied myself with the content of this Construction Occupational Health and Safety Specification and shall ensure that the Principal Contractor, all contractors and sub-contractors and all employees on site comply with it.

_____ _____

Signature of Principal Contractor Date

_____ _____

Signature of Agent Date

This document must be signed and returned to the Pr. Construction Health and Safety Agent.

ANNEXURE B

Client Baseline Risk Assessment (find attached)

CLIENT
BASELINE RISK ASSESSMENT
FOR THE
NEW DAWN PARK
RETAINING WALL AND WALKWAYS

11 November 2022.

Revision 0

DOCUMENT CONTROL SHEET

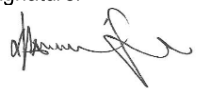
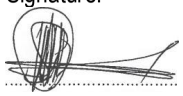
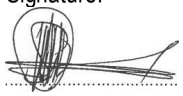
PROJECT NAME : New Dawn Park Retaining Wall and Walkways

DOCUMENT TITLE : Client baseline risk assessment for the New Dawn Park Retaining and Walkways

DOCUMENT NUMBER : XAKS-BRA-WC-G-11

SIGNING OF THE ORIGINAL DOCUMENT

We, the undersigned, accept this document as a stable work product to be placed under formal change control as described our internal Procedure for Controlled Documents.

ORGINAL	Prepared by	Reviewed by	Approved by
Date: **12-11-2022**	Name: X Redcliffe	Name: L. Mzamo	Name: L. Mzamo
	Signature: 	Signature: 	Signature: 

11November 2022.

CLIENT: GEORGE MUNICIPALITY

DOCUMENT NAME: CLIENT BASELINE RISK ASSESSMENT

PROJECT NAME: NEW DAWN PARK RETAINING WALL AND WALKWAYS

HEALTH AND SAFETY AGENT: XAKS CONSULTING (Pty) Ltd

XAVIER REDCLIFFE
PROFESSIONAL CONSTRUCTION HEALTH AND SAFETY AGENT – Pr. CHSA/56/2017 (SACPCMP)

THIS DOCUMENT WAS PREPARED BY:

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Content:

1. Introduction

2. Risk profile

3. Baseline Risk Assessment

4. Annexure of Acknowledgement

CLIENT BASELINE RISK ASSESSMENT

1. Introduction:

The project entails the construction of retaining wall and walkways at New Dawn Park.
This process will require certain sections of the existing fence to be cleared and re-instated after the completion of the retaining wall.
The detailed scope of works on this project is as per the detailed information as issued in the Tender Document .

2. Risk Profile

The risk profile is identifying the key areas of risk exposure that the client is highlighting to be considered by the respective contractors as part of the construction of the infrastructure:

- Exposure to unknown services
- Public safety risks
- Lack of traffic management
- Excavations
- Exposure to steep slopes
- Noise exposures
- Dust exposure
- Manual handling & related ergonomic stressors
- Grinding and cutting operations
- Hand tool operations
- Handling and storage of chemicals
- Heat and Fire exposure
- Stacking exposures
- Waste exposure and handling

3. Baseline Risk Assessment:

The risks identified in this assessment relates to the client's duties, the principal contractor and all other contractors appointed on this project will be required to develop a details baseline risk assessment on the risk exposures experienced on site and relevant to the project scope of works.

No	Processes or Conditions	Potential Hazards	Risk
1.	Lack of OHS planning and implementation	No pre-construction OHS management approvals conducted	Legal non-conformances and project delays resulting into cost implication
2.	Known/unknown services for water, electricity and sewer	Electrocution, sewer/ water leaks	Shock, burns, death,
3.	Poor management of social -economic risks	Exposure to crime on site	Injuries, damages and theft
4.	Public health and safety risk	construction material falling, obstructing path and walkways, unsafe site conditions	Lacerations, fractures, skin, eye, falls,
5.	Access and transport on and to site (traffic management)	Unsafe transportation, lack traffic control	Motor vehicle accident, fatalities and disruptions
6.	Stacking & Storage	Moving storage or stacks picking off stacks	Falling objects or machinery- crush injuries
7.	Removal of existing fencing	Manual handling	Ergonomic stresses, hand, eye and foot injuries
8.	Excavations works	Fall in – collapse Working with plant adjacent Working inside	Crush injuries- fall injuries death
9.	Dust exposure	Construction activities generating dust	Respiratory irritation- silica induced illness, poor visibility on site
10.	Noise exposure	Construction activities generating noise	Noise induce hearing loss
11.	Whole Body and hand vibration	Mobile plant operations, using vibrating electrical or mechanical equipment	Whole body Vibration back and muscular strain

No	Processes or Conditions	Potential Hazards	Risk
12.	Waste management	Waste accumulation, risk of fire, pollution, unauthorizing dumping	Construction rubble polluting, illegal dumping
13.	General construction work	Hand tools- small portable electrical tools- manual handling- sharp articles –electricity	Hand-, eye injuries, crush injuries, noise exposure, dust exposure –ergonomic strain –electrical shock - fire
14.	Working on uneven ground levels	Slipping and falling	Serious injuries, deaths
15.	Use of ladder	Collapsing –fall -drop	Severe injury- fatality
16.	Hot works	Sparks, heat, fire and smoldering	Eye-, skin injury, arc eye, burns, fire
17.	Use of chemical substances	Cement-dust, diesel, floor applications	HCS-specific illness
18.	Manual lifting	Ergonomic stress	Back and other muscular injury or disease

4. Annexure of Acknowledgement

Acknowledgement of the Client Baseline Risk Assessment for the project

Annexure of acknowledgement must be signed and issued to XAKS Consulting.

Acknowledgement:

I,_____representing

_____ Principal Contractor have satisfied myself with the content of the Baseline Risk Assessment (BRA) and shall ensure that the personnel and other people visiting site comply with all relevant obligations in respect thereof.

_____ _____

Signature of Principal Contractor Date

_____ _____

Signature of Agent Date