

GEORGE MUNICIPALITY



CIDB DOCUMENT FOR TENDER NO: GMT022/24-25

TENDER FOR THE APPOINTMENT OF A NHBRC REGISTERED CONTRACTOR FOR THE DEMOLITION AND REBUILDING OF FIVE (5) 40M² HOUSES IN VARIOUS AREAS

ENQUIRIES: Mpumezo Ntshokoma YORK STREET GEORGE (044) 802 2022		ISSUED BY: GEORGE MUNICIPALITY P O BOX 19 GEORGE 6530	
SUMMARY FOR TENDER OPENING PURPOSES			
NAME OF BIDDER:			
CENTRAL SUPPLIER DATABASE NO.: MAAA			
TOTAL PRICE (INCLUDING VAT)		R	
PREFERENCES CLAIMED FOR:			
B-BBEE Status Level of Contributor and Point Claimed:		Level: _____	Point Claimed: _____
Locality Status and Point Claimed:		Locality: _____	Point Claimed: _____
B-BBEE certificates submitted with the tender document <u>MUST</u> be VALID ORIGINAL B-BBEE CERTIFICATES or VALID CERTIFIED COPIES OF THE B-BBEE CERTIFICATES			
TENDER CLOSING AT 12H00 ON WEDNESDAY, 06 AUGUST 2025			

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	: GMT022/24-25
ESTIMATED CIDB CONTRACTOR GRADING DESIGNATION	: 3 GB
COMPULSORY SITE VISIT/CLARIFICATION MEETING	: Friday, 25 July 2025 at 11h00
VENUE FOR SITE VISIT/CLARIFICATION MEETING	: Banquet Hall, George Municipality, Civic Centre, 71 York Street, George
CLOSING DATE	: 06 August 2025
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: PLANNING AND DEVELOPMENT

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(5) 40M² HOUSES IN VARIOUS AREAS**

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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

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Tender Notice and Invitation to Tender (T1.1)

Tenders word hiermee ingewag vir die **AANSTELLING VAN 'N NHBRC-GEREGISTREERDE KONTRAKTEUR VIR DIE SLOOP EN HERBOU VAN VYF (5) 40M² HUISE IN VERSKEIE GEBIEDE**

Voltooide tenders in 'n verseëelde koevert, duidelik gemerk:

Tender Nr.: GMT022/24-25, moet voor **Woensdag, 06 Augustus 2025** om 12:00 in die tender bus by die George Munisipaliteit, Eerste Vloer, Direkoraat: Finansiële Dienste, Voorsieningskanaalbestuurseenheid, 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.

Geskikheidskriteria

1. Bieërs moet by die **CIDB geregistreer** wees en daar word beraam dat bieërs 'n CIDB kontrakteur gradering van 3GB of hoër moet hê.
2. Bieërs moet by die **NHBRC geregistreer** wees
3. Konstruksiebestuurder moet Nasionale diploma of hoër in bou- of siviele ingenieurswese hê met 'n minimum van drie jaar ondervinding as 'n konstruksiebestuurder op laekostebehuisingsprojekte, en voltyds op die terrein wees. Heg CV en gesertifiseerde kwalifikasies aan

'n **Verpligte inligtingsvergadering** sal in die Banketsaal, George Munisipaliteit, 71 York Straat, George op **Vrydag, 25 Julie 2025** om **11:00** gehou word.

Indien die verpligte inligtingsvergadering nie bygewoon word nie, sal u tender gediskwalifiseer word.

Tender dokumente is verkrygbaar teen 'n R297.85 nie-terugbetaalbare deposito by die Voorsieningskanaalbestuurseenheid op die 1ste Vloer, Burgersentrum, Yorkstraat, George.

Tender dokumente is gratis op die George Munisipaliteit se webblad beskikbaar: www.george.gov.za.

Tenders are hereby invited for the **APPOINTMENT OF A NHBRC REGISTERED CONTRACTOR FOR THE DEMOLITION AND REBUILDING OF FIVE (5) 40M² HOUSES IN VARIOUS AREAS**

Completed tenders in a sealed envelope, clearly marked:

Tender No.: GMT022/24-25 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 **Wednesday, 06 August 2025**. 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.

Eligibility Criteria

1. Bidders must be **registered with the CIDB** and it is estimated that bidders should have a CIDB contractor grading designation of 3GB or higher.
2. Bidders must be **registered with the NHBRC**
3. Construction Manager must have National diploma or higher in building or civil engineering with a minimum of three years' experience as a construction manager on low-cost housing projects and be fulltime on site. Attach C.V and certified qualifications

A **compulsory briefing session** will be held on **Friday, 25 July 2025** at 11:00 in the Banquet Hall, Civic Centre, 71 York Street, George.

Non-attendance of the compulsory briefing session will disqualify your tender.

Tender documents are available at a non-refundable deposit of R297.85 each from the Supply Chain Management Unit, First Floor, Civic Centre, York Street, George.

Tender documents are available on George Municipality's website: www.george.gov.za, free of charge.

<p>Tenders sal as volg ge-evalueer en toegeken word:</p> <p>Tenders sal ge-evalueer en toegeken word in terme van die Wet op die Raamwerk vir Voorkeurverkrygingsbeleid (Wet 5 van 2000) Regulasies 2022; die George Munisipaliteit se Voorsieningskanaalbestuursbeleid sowel as die George Munisipaliteit se Voorkeurverkrygingsbeleid, waar 80 punte ten opsigte van die prys en 20 punte ten opsigte van B-BBEE status en spesifieke doelwitte toegeken sal word.</p> <p>Vir verdere inligting, kontak Mnr. Mpumezo Ntshokoma by (044) 802 2022 of by mntshokoma@george.gov.za</p> <p>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.</p> <p>'n "TCS PIN" vir tenderaars se belasting nakoming inligting moet ingesluit wees by die tender dokument.</p> <p>Dit sal van die suksesvolle tenderaar verwag word om op die Sentrale Verskaffersdatabasis (SVD) te registreer.</p> <p>G LOUW MUNISIPALE BESTUURDER GEORGE MUNISIPALITEIT GEORGE 6530</p>	<p>Tenders will be evaluated and awarded as follows:</p> <p>Tenders will be evaluated and adjudication in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) Regulations 2022; the George Municipality's Supply Chain Management Policy as well as the George Municipality's Preferential Procurement Policy, where 80 points will be scored for price and 20 points for B-BBEE status and specific goals.</p> <p>For more information, contact Mr. Mpumezo Ntshokoma at (044) 802 2022 or at mntshokoma@george.gov.za</p> <p>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.</p> <p>A TCS PIN for bidders' tax compliance information must be submitted with the tender document.</p> <p>It will be required from the successful bidder to register on the Central Supplier Database (CSD).</p> <p>G LOUW MUNICIPAL MANAGER GEORGE MUNICIPALITY GEORGE 6530</p>
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Tender Data (T1.2)

Clause number	The conditions of Tender are the Standard Conditions of Tender as contained in the Construction Industry Development Board (CIDB) Standard for Uniformity in Engineering and Construction Works Contracts, August 2019 (See www.cidb.org.za). The Standard Conditions of Tender for Procurements make several references to the Tender Data for details that apply specifically to this Tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of Tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.
C.1	General
C.1.1	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	<p>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.</p> <p><i>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.</i></p>
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.

Tender Data – Annexure “A”

Part T1.2

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 able 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.

Tender Data – Annexure “A”

Part T1.2

C.1.6.2.2	<p>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.</p> <p>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.</p>
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
	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.

Tender Data – Annexure “A”

Part T1.2

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.

Tender Data – Annexure “A”

Part T1.2

C.2.13.7	Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
C.2.13.8	Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
C.2.13.9	Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.
C.2.14	Information and data to be completed in all respects
	Accept that tender offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the employer as non-responsive.
C.2.15	Closing time
C.2.15.1	Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.
C.2.15.2	Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.
C.2.16	Tender offer validity (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. <i>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.</i>

Tender Data – Annexure “A”

Part T1.2

C.2.18	Provide other material
C.2.18.1	<p>Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.</p> <p>Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.</p>
C.2.18.2	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	<p>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:</p> <ul style="list-style-type: none"> 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

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	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 BBEE status level and Specific Goals; 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 the 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 BBEE status level and Specific Goals. 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

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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

	<p>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.</p> <p>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.</p> <p>The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:</p> <table> <tr> <th>Requirement</th><th>Qualitative interpretation of goal</th></tr> <tr> <td>Fair</td><td>The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.</td></tr> <tr> <td>Equitable</td><td>Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.</td></tr> <tr> <td>Transparent</td><td>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.</td></tr> <tr> <td>Competitive</td><td>The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.</td></tr> <tr> <td>Cost effective</td><td>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.</td></tr> </table> <p>The activities associated with evaluating tender offers are as follows:</p> <ol style="list-style-type: none"> Open and record tender offers received Determine whether or not tender offers are complete Determine whether or not tender offers are responsive Evaluate tender offers Determine if there are any grounds for disqualification Determine acceptability of preferred tenderer Prepare a tender evaluation report Confirm the recommendation contained in the tender evaluation report 	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.
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.												
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												

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	<p>Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:</p> <p>a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;</p> <p>b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;</p> <p>c) has the legal capacity to enter into the contract;</p> <p>d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;</p> <p>e) complies with the legal requirements, if any, stated in the tender data; and</p> <p>f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.</p>
C.3.14	Prepare contract documents
C.3.14.1	<p>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:</p> <p>a) addenda issued during the tender period,</p> <p>b) inclusion of some of the returnable documents and</p> <p>c) other revisions agreed between the employer and the successful tenderer.</p>
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.

TAX COMPLIANCE INFORMATION**PART A**

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

PART B

TERMS AND CONDITIONS FOR BIDDING

1. TAX COMPLIANCE REQUIREMENTS		
1.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
1.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
1.3	APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-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

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3.9.1	<p>If so, furnish particulars.</p> <p>.....</p> <p>.....</p>	
<p>3.10</p> <p>3.10.1</p>	<p>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?</p> <p>If yes, furnish the following particulars:</p> <p>Name of person:</p> <p>Name of state institution at which you or the person connected to the bidder is employed:</p> <p>.....</p> <p>Position occupied in the state institution:</p> <p>.....</p> <p>Any other particulars:</p> <p>.....</p>	YES / NO
<p>3.11</p> <p>3.11.1</p>	<p>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?</p> <p>If yes, furnish the following particulars:</p> <p>Name of person:</p> <p>Name of state institution at which you or the person connected to the bidder is employed:</p> <p>.....</p> <p>Position occupied in the state institution:</p> <p>Any other particulars:</p> <p>.....</p>	YES / NO
<p>3.12</p> <p>3.12.1</p>	<p>Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?</p> <p>If yes, furnish the following particulars:</p> <p>Name of person / director / trustee / shareholder / member:</p> <p>.....</p>	YES / NO

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Part T1.2

	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	Is any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in the service of the state?	YES / NO
3.13.1	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:	
3.14	Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?	YES / NO
3.14.1	If yes, furnish particulars:	
4. Full details of directors / trustees / members / shareholders:		
THE FOLLOWING INFORMATION IS COMPULSORY TO COMPLETE:		
Full Name	Identity Number	Individual Tax Number for each State Employee Number (where

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		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

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

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

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

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the 80/20 preference point system.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
BBBEE	10
SPECIFIC GOALS	10
Total points for PRICE and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not

claimed.

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

- P_s = Points scored for price of tender under consideration
- P_t = Price of tender under consideration
- P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

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

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/documentation stated in the conditions of this tender:

In terms of the Specific Goals as per the George Municipality Preferential Procurement Policy, preference points must be awarded to a tenderer for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points for Preference (80/20)	Number of Points for Preference (90/10)
1	10	5
2	9	4.5
3	7	3
4	6	2.5
5	4	2
6	3	1.5
7	2	1
8	1	0.5
Non-compliant contributor	0	0

4.1.2 Points awarded for Specific Goals

In terms of the Specific Goals as per the George Municipality Preferential Procurement Policy, preference points must be awarded to a Tenderer for Locality in accordance with the table below:

Locality of Tenderer's Office	Number of points (80/20 system)	Number of points (90/10 system)
Within the boundaries of George Municipality	10	5
Within the boundaries of the Garden Route District Municipality	6	3
Within the borders of the Western Cape	4	2
Outside the borders of the Western Cape	2	1

Bidder's MUST submit proof of address (e. g. municipal account, rental/lease agreement, or affidavit) with the tender document. Failure to attach proof will result in no points awarded for Specific Goals.

George Municipality will reserve the right to use any and all available information at its disposal, including conducting site visits and inspections to verify a bidder's claim of having a local STAFFED / MANNED AND OPERATIONAL office within the George Municipal area.

The principle of substance over legal form, as defined in the Standards of Generally Recognised Accounting Practice (GRAP), will be applied in such assessments. (This means that even though a bidder may present a rental agreement, the claim of having a local staffed and operational office will be assessed in its actual substance and not by only accepting the legal documentation.)

The purpose of the locality points is to promote local economic development within the George Municipal area and any bidder attempting to circumvent the substance of this initiative through any means, including by means of fronting, will be reported to the National Treasury for blacklisting on the Central Supplier Database (CSD).

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

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

then the organ of state must indicate the points allocated for specific goals for

both the 90/10 and 80/20 preference point system.

5. BID DECLARATION

Tenderers who claim points in respect of BBEE must complete the following:

B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 4.1 AND 4.1.1

5.1. Contribution to BBEE: =(maximum of 5 or 10 points)

(Points claimed in respect of paragraph 5.1 must be in accordance with the table reflected in paragraph 4.1.1 and **must be substantiated by relevant proof of B-BBEE status level of contributor.**)

LOCALITY OF TENDERERS OFFICE CLAIMED IN TERMS OF PARAGRAPHS 4.1 AND 4.1.2

5.2. Contribution to specific Goals: =(maximum of 5 or 10 points)

(Points claimed in respect of paragraph 5.2 must be in accordance with the table reflected in paragraph 4.1.2 and **must be substantiated by relevant proof of address of a company office.**)

DECLARATION WITH REGARD TO COMPANY/FIRM

5.3. Name of company/firm.....

5.4. Company registration number:

5.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

5.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

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

Conditions as indicated in paragraph 1 of this form;

- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 5.1 and 5.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders, and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:

Tender Data – Annexure “A”

Part T1.2

IF ANY TENDERER DOES NOT HAVE AN EME CERTIFICATE FROM A RATING AGENCY ACCREDITED BY SANAS FOR BEP (BUILD ENVIRONMENT PROFESSIONAL)/CONTRACTOR/SUPPLIER OR A B-BBEE CERTIFICATE FROM A B-BBEE VERIFICATION PROFESSIONAL REGULATOR APPOINTED BY THE MINISTER OF TRADE AND INDUSTRY, THIS AFFIDAVIT FOR BEP/CONTRACTOR/SUPPLIER WILL BE COMPULSORY TO COMPLETE.

MBD 6.1(A)

B-BBEE EXEMPTED AFFIDAVIT FOR EXEMPTED MICRO ENTERPRISES (ISSUED IN TERMS OF THE AMENDED CONSTRUCTION SECTOR CODE)

(Gazette Vol. 630 No. 41287)

Issued in terms of paragraph 3.6.2.4.1 (B)

I, the undersigned,

Full names and 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 authorized to act on its behalf:

Enterprise Name:			
Trading Name (If Applicable):			
Registration Number:			
Physical Address:			
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):			
Nature of Construction Business: Indicate the applicable category with a tick.	BEP (Built Environment Professional)	Contractor	Supplier
Definition of “Black People”	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds, and Indians – who are citizens of the Republic of South Africa by birth or descent; or who became citizens of the Republic of South Africa by naturalization before 27 April 1994; or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;”		
Definition of “Black Designated Groups”	“Black Designated Groups” means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”		

- 3) I hereby declare under Oath that as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

Tender Data – Annexure “A”

Part T1.2

- The Enterprise is _____ % Black Owned
- The Enterprise is _____ % Black Female Owned
- The Enterprise is _____ % Owned by Black Designated Group (provide Black Designated Group Breakdown below as per the definition in the table above)
 - Black Youth % _____ %
 - Black Disabled % _____ %
 - Black Unemployed % _____ %
 - Black People living in Rural areas % _____ %
 - Black Military Veterans % _____ %

Construction Sector Affidavit

1. Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was less than the applicable amount confirmed **by ticking the applicable box below.**

BEP	R1.8 million	
Contractor	R3.0 million	
Supplier	R3.0 million	

If the turnover exceeds the applicable amount in the table above then this affidavit is no longer applicable and an EME certificate must be obtained from a rating agency accredited by SANAS or when applicable a B-BBEE Verification Professional Regulator appointed by the Minister of Trade and Industry.

2. Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box below.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	Level Two (125% B-BBEE procurement recognition level)	
At least 30% Black Owned	Level Four (100% B-BBEE procurement recognition level)	
Less than 30% Black Owned	Level Five (80% B-BBEE procurement recognition level)	

3. 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.
4. 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

MBD8

DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury’s database as a company or person prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury’s ebsite (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.1.1	If so, furnish particulars:		

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

CERTIFICATION

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

**GMT022/24-25: TENDER FOR APPOINTMENT OF A NHBRC REGISTERED
CONTRACTOR FOR THE DEMOLITION AND REBUILDING OF FIVE (5) 40M²
HOUSES IN VARIOUS AREAS**

in response to the invitation for the bid made by:

GEORGE MUNICIPALITY

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

I certify, on behalf of: _____ that:
(Name of Bidder)

6. I have read and I understand the contents of this Certificate;
7. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
8. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
9. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
10. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - 10.1 has been requested to submit a bid in response to this bid invitation;
 - 10.2 could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - 10.3 Provides the same goods and services as the bidder and/or is in the same line of business as the bidder.

MBD9

- 11 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
- 12 In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- 12.1 prices;
 - 12.2 geographical area where product or service will be rendered (market allocation);
 - 12.3 methods, factors or formulas used to calculate prices;
 - 12.4 the intention or decision to submit or not to submit, a bid;
 - 12.5 the submission of a bid which does not meet the specifications and conditions of the bid; or bidding with the intention not to win the bid.
13. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
14. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
15. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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

CERTIFICATE FOR MUNICIPAL SERVICES (COMPULSORY TO COMPLETE)

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

Tender Number: GMT022/24-25

Name of the Bidder: _____

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

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

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

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

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

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

Signature

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

at _____ on the _____ day of _____ 2025

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: PLANNING AND DEVELOPMENT

TENDER NUMBER: GMT022/24-25

TENDER FOR APPOINTMENT OF A NHBRC REGISTERED
CONTRACTOR FOR THE DEMOLITION AND REBUILDING OF FIVE (5)
40M² HOUSES IN VARIOUS AREAS

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: PLANNING AND DEVELOPMENT

TENDER NUMBER: GMT022/24-25

**TENDER FOR APPOINTMENT OF A NHBRC REGISTERED CONTRACTOR
FOR THE DEMOLITION AND REBUILDING OF FIVE (5) 40M² HOUSES IN
VARIOUS AREAS**

**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 Numberand 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 five years;
- b. any similar construction works provided to an organ of state in the last five years.

This information is material to the award of the Contract.

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

**Name of Tendering
Entity:**

Signature :

Date :

Returnable Schedules Required For Tender Evaluation

Part T2.1

FORM 2.1.4 PROPOSED KEY PERSONNEL

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

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

Name of Tendering Entity :

Signature :

Date :

Returnable Schedules Required For Tender Evaluation

Part T2.1

Form 2.1.4 continued

DESIGNATION	NAME OF	NATIONALITY:	SUMMARY OF		HDI Status	Fee (Time Based)
	NOMINEE (ii) ALTERNATE		QUALIFICATIONS AND NQF STATUS	EXPERIENCE AND PRESENT OCCUPATION	Yes/No	
<u>CONSTRUCTION MONITORING</u>						
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 (m²)

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 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/Engineer to approach all or any of the following banks for the purposes of obtaining a financial reference:

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

GEORGE MUNICIPALITY

DIRECTORATE: PLANNING AND DEVELOPMENT

TENDER NUMBER: GMT022/24-25

**TENDER FOR APPOINTMENT OF A NHBRC REGISTERED
CONTRACTOR FOR THE DEMOLITION AND REBUILDING OF FIVE (5)
40M² HOUSES IN VARIOUS AREAS**

**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, 25 July at 11:00** in the company of
(George Municipality / Employer's Representative)

PLEASE NOTE:

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

TENDERER 'S REPRESENTATIVE:

GEORGE MUNICIPALITY / EMPLOYER'S REPRESENTATIVE:

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

The Tenderer is to affix to this page:

- Written proof of Tenderers registration at the CIDB.

Returnable Schedules that will be incorporated into Contract

Part T2.2

GEORGE MUNICIPALITY

DIRECTORATE: PLANNING AND DEVELOPMENT

TENDER NUMBER: GMT022/24-25

**TENDER FOR APPOINTMENT OF A NHBRC REGISTERED
CONTRACTOR FOR THE DEMOLITION AND REBUILDING OF FIVE (5)
40M² HOUSES IN VARIOUS AREAS**

**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.

Returnable Schedules that will be incorporated into Contract**Part T2.2**

- 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) an EMPLOYER who employs 50 or more employees;
- b) an EMPLOYER who employs 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

DIRECTORATE: PLANNING AND DEVELOPMENT

TENDER NUMBER: GMT022/24-25

**TENDER FOR APPOINTMENT OF A NHBRC REGISTERED
CONTRACTOR FOR THE DEMOLITION AND REBUILDING OF FIVE (5)
40M² HOUSES IN VARIOUS AREAS**

The Contract (Part C)

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

GEORGE MUNICIPALITY

DIRECTORATE: PLANNING AND DEVELOPMENT

TENDER NUMBER: GMT022/24-25

**TENDER FOR APPOINTMENT OF A NHBRC REGISTERED
CONTRACTOR FOR THE DEMOLITION AND REBUILDING OF FIVE (5)
40M² HOUSES IN VARIOUS AREAS**

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: PLANNING AND DEVELOPMENT

TENDER NUMBER: GMT022/24-25

**TENDER FOR APPOINTMENT OF A NHBRC REGISTERED
CONTRACTOR FOR THE DEMOLITION AND REBUILDING OF FIVE (5)
40M² HOUSES IN VARIOUS AREAS**

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:

**GMT022/24-25: TENDER FOR APPOINTMENT OF A NHBRC REGISTERED CONTRACTOR
FOR THE DEMOLITION AND REBUILDING OF FIVE (5) 40M² HOUSES IN VARIOUS AREAS**

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
- Part C3 Scope of Work

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

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

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

Signature: _____

Name _____

Capacity **DIRECTOR: PLANNING AND DEVELOPMENT**

**GEORGE MUNICIPALITY
CIVIC CENTRE
YORK STREET
GEORGE**

Form of Offer and Acceptance

Part C1.1

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

Capacity

DIRECTOR: PLANNING AND DEVELOPMENT

**GEORGE MUNICIPALITY
CIVIC CENTRE
YORK STREET
GEORGE**

GEORGE MUNICIPALITY**DIRECTORATE: PLANNING AND DEVELOPMENT****TENDER NUMBER: GMT022/24-25**

**TENDER FOR APPOINTMENT OF A NHBRC REGISTERED
CONTRACTOR FOR THE DEMOLITION AND REBUILDING OF FIVE (5)
40M² HOUSES IN VARIOUS AREAS**

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: Mpumezo Ntshokoma	
	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

Clause 1	The Employer is the George Municipality.
	Telephone: (044) 802 2022 E-mail: mntshokoma@george.gov.za
	The Project is for the APPOINTMENT OF A NHBRC REGISTERED CONTRACTOR FOR THE DEMOLITION AND REBUILDING OF FIVE (5) 40M² HOUSES IN VARIOUS AREAS
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 PUBLIC LIABILITY INSURANCE
	Cover is: Contract Sum PLUS 10%
	Period of cover: Duration of Project
	Deductibles are: 10% RETENTION
5.5	The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions: 1. Appointing Sub-Contractors for the performance of any part of the Services.
Additional Clause to be added 7.3	The Employer will not be responsible for any overtime worked by or overtime payments made to personnel, or any additional costs not specified in the tender submitted by the Tenderer.
9.1	Copyright of documents prepared for the Project shall be vested with George Municipality.
12.1	Settlement of disputes is to be in terms of Clause 49 and 50 of the Supply Chain Management Policy of the George Municipality. See Document C1.3.
14	Where not specifically indicated, all tendered prices, rates, tariffs, fees, etcetera are to include 15% VAT.

PART 2: DATA PROVIDED BY THE SERVICE PROVIDER

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

GEORGE MUNICIPALITY

DIRECTORATE: PLANNING AND DEVELOPMENT

TENDER NUMBER: GMT022/24-25

**TENDER FOR APPOINTMENT OF A NHBRC REGISTERED
CONTRACTOR FOR THE DEMOLITION AND REBUILDING OF FIVE (5)
40M² HOUSES IN VARIOUS AREAS**

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: PLANNING AND DEVELOPMENT

TENDER NUMBER: GMT022/24-25

**TENDER FOR APPOINTMENT OF A NHBRC REGISTERED
CONTRACTOR FOR THE DEMOLITION AND REBUILDING OF FIVE (5)
40M² HOUSES IN VARIOUS AREAS**

**Form of Professional Indemnity Insurance / Form
of Performance Guarantee???**

(Part C1.4)

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

GEORGE MUNICIPALITY

DIRECTORATE: PLANNING AND DEVELOPMENT

TENDER NUMBER: GMT022/24-25

**TENDER FOR APPOINTMENT OF A NHBRC REGISTERED
CONTRACTOR FOR THE DEMOLITION AND REBUILDING OF FIVE (5)
40M² HOUSES IN VARIOUS AREAS**

Pricing Data (Part C 2)

C2.1 Pricing Instructions

C2.2 Schedule of Activities

GEORGE MUNICIPALITY

DIRECTORATE: PLANNING AND DEVELOPMENT

TENDER NUMBER: GMT022/24-25

**TENDER FOR APPOINTMENT OF A NHBRC REGISTERED
CONTRACTOR FOR THE DEMOLITION AND REBUILDING OF FIVE (5)
40M² HOUSES IN VARIOUS AREAS**

Pricing Instructions (Part C2.1)

C2.1 PRICING INSTRUCTIONS

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

GEORGE MUNICIPALITY**DIRECTORATE: PLANNING AND DEVELOPMENT****TENDER NUMBER: GMT022/24-25****TENDER FOR APPOINTMENT OF A NHBRC REGISTERED CONTRACTOR
FOR THE DEMOLITION AND REBUILDING OF FIVE (5) 40M² HOUSES IN
VARIOUS AREAS****Schedule of Activities (C2.2)****C 2.2.1 FEE PROPOSAL GUIDELINES**

Please take note of the following extracted guidelines and use this guideline to gauge your tender price for professional services offered. Guidelines are based on the latest Housing Subsidy Quantum of the Department of Local Government and Housing.

C 2.2.2 OFFERED FEES FOR VARIOUS PROJECTS

The following is a schedule that takes note of the prices that the Tenderer is offering to render professional services required on the various projects.

Please take note of the guidelines in order to provide Tenderer with a basis for prices offered.

Discount is restricted to a maximum of 10% of these fees.

Any discount in excess of 10% will invalidate the tender.

BILL OF QUANTITIES

Item No	Short Description	Unit	Quantity	Rate	Amount R c
1	Preliminary & General				
1.1	Fixed-charge items (site establishment)	Sum	1	R	R
1.2	Time-related items (site overheads and costs, monthly progress and technical meetings)	Sum	1	R	R
1.3	Health and safety:				
1.3.1	General monthly safety obligations (monthly safety audits and reports)	Sum	1	R	R
1.3.2	Risk assessment	Sum	1	R	R
1.3.3	Health and safety plan	Sum	1	R	R
1.3.4	Medical assessment of employees	Sum	1	R	R

Schedule of Activities
Part C 2.2

Item No	Short Description	Unit	Quantity	Rate	Amount R c
1.4	Establishment of erf boundary pegs	Sum	1	R	R
1.5	Site security	Sum	1	R	R
1.6	Building plan submission process, including associated fees	Sum	1	R	R
1.7	As-built drawings	Sum	1	R	R
1.8	All relevant certificates of compliance according to SANS 10400 (Foundation, plumbing, glazing and roof certificates. Excl. electrical)	Sum	1	R	R
2	Demolish existing house	No	5	R	R
2.1	Removal, Storage & Disposal of Hazardous (Asbestos) material	No	5	R	R
	House Construction				
3	New raft foundation	No	5	R	R
3.1	Ext. Blockwork (Incl. door frames & U-blocks)	No	5	R	R
3.2	Int. Blockwork (Incl. door frames & lintels)	No	5	R	R
3.3	Roof Structure (excl. Fascias & Barge boards)	No	5	R	R
3.4	Internal Plaster	No	5	R	R
3.5	External Plaster	No	5	R	R
3.6	Fascias & Barge boards	No	5	R	R
3.7	Windows for complete house	No	5	R	R
3.8	External Doors	No	5	R	R
3.9	Ceiling	No	5	R	R
3.10	Floor screed	No	5	R	R
3.11	Internal Doors	No	5	R	R
3.12	External drainage	No	5	R	R
3.13	Electrical Ducting	No	5	R	R

Schedule of Activities**Part C 2.2**

Item No	Short Description	Unit	Quantity	Rate	Amount R c
3.14	Electrical Installation	No	5	R	R
3.15	Electrical COC	No	5	R	R
3.16	Plumbing Complete	No	5	R	R
3.17	Aprons	No	5	R	R
3.18	Painting	No	5	R	R
3.19	Rubble removal & cleaning for handover	No	5	R	R
4.	Contingency allowed	Sum	1	R112 500	R112 500
	SUB TOTAL				R
	15 % VAT				R
	TOTAL TENDER AMOUNT(INCLUDING VAT)				R

GENERAL REQUIREMENTS

- The bidder must quote for each line item. Failure to do so will result in your bid being non-responsive and cannot be considered for further evaluation.
- Contractor to check all levels and measurements on documentation and on site before submitting tender document and to report any discrepancies.

GEORGE MUNICIPALITY**DIRECTORATE: PLANNING AND DEVELOPMENT****TENDER NUMBER: GMT022/24-25****TENDER FOR APPOINTMENT OF A NHBRC REGISTERED
CONTRACTOR FOR THE DEMOLITION AND REBUILDING OF FIVE (5)
40M² HOUSES IN VARIOUS AREAS****Scope of Works (C3)****C 3.1 DESCRIPTION OF WORKS**

Any deviation from the specifications or minimum standards must be approved by the Director: Planning and Development, George Municipality, prior to any work being done.

ELIGIBILITY CRITERIA

1. CIDB GRADE 3 GB
2. NHBRC REGISTRATION
3. LETTER OF GOOD STANDING
4. TAX CLEARANCE
5. CONSTRUCTION MANAGER MUST HAVE NATIONAL DIPLOMA OR HIGHER IN BUILDING OR CIVIL ENGINEERING WITH A MINIMUM OF THREE YEARS EXPERIENCE AS A CONSTRUCTION MANAGER ON LOW-COST HOUSING PROJECTS, AND BE FULLTIME ON SITE. ATTACH C.V AND CERTIFIED QUALIFICATIONS
6. BEE CERTIFICATE

Bidders must supply proof of compliance as per the above requirements on the closing date of the tender with their bidding documents. Failure to submit proof of compliance may render a bid nonresponsive.

Erf number	Area
2759 Crystal Avenue	Blanco
21461 Galgeon street	Maraiskamp
2759 Nelson Mandela Boulevard	Thembaletu
2760 Nelson Mandela Boulevard	Thembaletu
2820 Twenty first street	Thembaletu

SCOPE OF THE CONTRACT

This contract includes the following broadly stated:

- The proposed works comprises of demolition of existing 5 houses, design and construction of 5 (Five) subsidised (BNG) houses with a minimum floor coverage

of 40m² with minimum specifications as set out by Western Cape Department of Infrastructure (WCDI). (See C3.2 General Specifications);

- The tendered amount must include the cost of the services of a professional structural engineer who will design a foundation solution that is suitable for subsidised housing and that complies with the WCDI's minimum standards. The design must also comply with the NHBRC's prescribed National Building regulations, SANS 10400 and in accordance with the specified Site Classes in the National Department of Housing's **Geotechnical Site Investigations for Housing Developments document (Generic Specification GFSH-2)**. This must include the associate completion certificates.
- The tendered amount must include the cost for the services of a professional Architect or Registered SACAP Draughtsperson who will design the top structures that comply with the WCDI's minimum standards. The design must also comply with NHBRC prescribed National Building regulations and SANS 10400 and latest SANS 10400 XA. The development of appropriate Site Development Plans for all the designated sites taken into account heat orientation scenarios and most cost-effective service connections. The submission of all the required Building Plan Applications to the municipality and doing all the necessary to obtain the required approvals. This must include the associate completion certificates.
- The tendered amount must include the cost of qualified land surveyor to establish boundary pegs.
- The contractor's proposal must include the design and construction of the top structures that falls within the Department of Human Settlement's gazette amount for standard houses.
- All drawings will have to be submitted to the local authority to obtain the relevant approval of the foundation plan and house plan, before construction can commence.
- All houses need to be enrolled with the NHBRC prior to construction, according to National Department of Housing's **NHBRC Warranty Scheme Enrolment and Requirements document (Generic Specification GFSH-6)**. The enrolment costs must form part of the professional fees.
- The proposed design and construct proposal must include a detailed breakdown of the contractor's management, quality management and Health and Safety plans.
- The contractor will be issued with numerous supporting documentations to assist in producing an inclusive proposal, but it should be noted that the contractors should visit the site to ascertain if there are any site-specific constraints.
- The cost of submitting this proposal will be borne by the contractor and in the event of the contractor being unsuccessful, the contractor will have no recourse for claiming for costs incurred in producing this proposal.
- The beneficiaries of the project will be moved to TRA structures on the serviced sites and there for the construction program must be closely synchronised with the beneficiaries and related tenure administration activities to be executed by the Employer (George Municipality).

PROFFESIONAL TEAM

The contractor must make allowance for designing of construction drawings as per DoHS housing standards, submission of building plans to the municipality for approval, enrolment with NHBRC and a competent person to take responsibility of the structures. Application for demolition at building control.

To also provide certificates of compliance from competent persons, structural, roofing, glazing, plumbing and electrical.

The registered land surveyor to establish erf pegs.

Management of the works, programming for the works, required testing of material, progress meetings, technical meetings, recording of minutes and distributions. All these shall be incorporated into the pricing.

Please note that the contractor will be provided with the geotechnical investigation report to complete the enrolment.

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 quote. The contractor must have a safety officer to do monthly safety audits and a safety representative full-time on site.

The contractor shall maintain the access roads, paths, buildings, etc, adjacent to the construction area etc, during the period of the works in a clean and rubble free condition.

MATERIALS

All material to be used must be SABS approved. before commencement of works, the contractor shall furnish at his cost the samples of materials to be used for approval by DoHs.

INSPECTIONS

The contractor shall adhere to all compulsory inspections as per the municipal by laws and or local authorities.

CONTRACT

The contract shall be JBCC, and a 10 percent of payments to be held back for three months retention period. This retention amount will be released after a defects period of three months has passed.

INSURANCE

Public Liability Insurance to a value of contract sum plus 10%, will be required for the duration of the contract.

SPECIFICATION FOR DEMOLISHING, REMOVAL OF RUBBLE AND ASBESTOS MATERIAL

(A) Demolishing of existing Structure

Contractor to apply and obtain demolition permit from the municipal building control office, and the DOHS will apply for waiver of application fees.

Demolish the existing houses, and the disposal of the existing asbestos roof sheets as specified in point B below.

Before commencement of any work, the contractor shall ensure that all existing water and sewer and connection have been fully disconnected. The electrical connection will be disconnected by the municipal electrical department. The contractor will be responsible to repair any damage caused due to negligence during the demolition process.

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

All building rubble after demolition must be transported in a safe manner to an approved municipal dumping site except for the asbestos material.

(B) Removal, Storage & Disposal of Hazardous (Asbestos) material

Contractor must price accordingly for the removal, storage, and the disposal of the existing asbestos roof sheets.

Proof must be provided by the contractor that the specialist removing the hazardous material is registered to do so; that all work will be done according to the National Regulations governed by the Health & Safety Act (when disposing asbestos), that the disposal site receiving the waste material can accept asbestos and is registered to do so, that the vehicles / company transporting the waste material to the disposal site, conform to the requirements when transporting hazardous material. Contractor must note that final payment for the disposal of the material will only be made when the disposal site confirms in writing (delivery note) that the material was received.

SPECIFICATION FOR THE BUILDING OF A NEW STRUCTURE

1. Foundation and floor slab as per engineer's design with 250 micron underlay on in-situ material or imported G7 compacted to 93% Mod AASHTO

Special Conditions of Tender

Part C4

2. External walls to be constructed with 140mm wide hollow blocks (3.5 MPa min strength) of a good standard and high-water resistance.
3. Internal walls -90mm wide blocks for non-load bearing walls (3.5 MPa min strength)
4. Internal walls to be bound to external walls with hoop iron every second course and the joints to be pointed.
5. Mortar mix to be class II and joints shall be shell bedded and not raked.
6. Brickforce (2.8mm dia.) shall be placed in every third course to roof level and in every course above window and door openings.
7. Concrete U-Blocks shall be provided over external door openings.
8. Controlled expansion joints to be placed in all walls exceeding 8m in length.
9. Blockwork on both sides of external door frame to receive a Y10 steel bar and the blocks filled with concrete.
10. Window frames shall be aluminium.
11. Window light area to be min. of 10% of floor area and opening area to be min. of 5% of floor area.
12. Window frames shall be pointed externally all round with silicone.
13. Ext. door frames to be hardwood (50 x 75 mm)
14. Ext. doors to be 40mm thick, Solid Meranti FLB hardwood door with a weatherboard and a three-lever lockset.
15. Int. door frames to be 1mm pressed steel.
16. Int, doors to be 40mm thick hollow core masonite with a two-lever lockset.
17. Roof structure: Concrete roof tiles on 38x38mm SAP battens on gang nailed trusses with under tile membrane. Trusses to be tied down with hoop iron built into a min of 2 block courses. Roof pitch 22 degrees.
18. Roof overhang to be a min. of 150mm and max 300mm on all sides.
19. Ceilings: 6.4mm gypsum Rhino boards on 38x50mm brandering at 450mm centres including a 75mm coved cornice, plastic cover strips and 130mm glass wool or polyester insulation.

FITTINGS & FINISHES

1. Plumbing: As per DoHS minimum standards. Stainless steel sink fitted to a sink cabinet.
2. Electrical: 4 x switched socket outlets, 2 x outdoor lights 5 indoor lights.
3. External walls to receive one coat of plaster min. 12mm thick using 1 cement : 5 sand.
4. External walls to be painted with a plaster primer and two coats of water resistant PVA.
5. Internal walls to receive one coat of plaster min. 12mm thick using 1 cement :5 sand
6. Timber meranti door frames with cills to be treated with two coats of wood sealer or varnish. V joints between plaster and frame.
7. Steel door frames to receive a red oxide primer, undercoat and two coats gloss enamel paint. V-joints between plaster and frame.
8. External doors to include weather board. Doors to receive two coats of wood sealer or varnish.
9. Internal doors to receive undercoat and two Coats gloss enamel paint.
10. Ceilings and cornices to receive two coats of PVA paint.
11. Facias and Barge board to receive one coat primer and one coat PVA paint.
12. A 20mm Screed is to be applied to the floor.
13. Glazing: 3mm obscure safety glass to bathroom and 3mm clear glass to all other windows. Glazing to comply with Sans 613 and 0137-2000

Special Conditions of Tender**Part C4**

14. 600mmx 75mm Thick (10MPa) concrete apron on 100mm G7, around perimeter of building with Movement Joints every 2 meters.

GEORGE MUNICIPALITY

DIRECTORATE: PLANNING AND DEVELOPMENT

TENDER NUMBER: GMT022/24-25

**TENDER FOR APPOINTMENT OF A NHBRC REGISTERED
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40M² HOUSES IN VARIOUS AREAS**

Site Information (Part C4)

ATTACHED AS ANNEXURE A

GEORGE MUNICIPALITY

DIRECTORATE: PLANNING AND DEVELOPMENT

TENDER NUMBER: GMT022/24-25

**TENDER FOR APPOINTMENT OF A NHBRC REGISTERED
CONTRACTOR FOR THE DEMOLITION AND REBUILDING OF FIVE (5)
40M² HOUSES IN VARIOUS AREAS**

**Annexure B: OHS SPECIFICATIONS AND
BASELINE RISK ASSESSMENT (Part C5)**



2759 & 2760 Nelson Mandela Boulevard



George Municipality, George, George Municipality, Esri South Africa, Esri, HERE, Garmin, Esri South Africa, Esri, HERE, Garmin, USGS



Date: 2/20/2025 6:25 AM
Scale: 1:564



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George Municipality makes no warranties as to the correctness of the information supplied.
Persons relying on this information do so entirely at their own risk.
George Municipality will not be liable for any claims whatsoever, whether for damages or otherwise, which may arise as a result of inaccuracies in the information supplied.





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Project Health and Safety Specification

In terms of OHS ACT 85 Of 1993 & and Construction
Regulations 2014

Project:

Demolition And Rebuilding of Five 40m2 Houses in Various Areas

GEORGE MUNICIPALITY

Project Directory: HUMAN SETTLEMENT

Project Client

Name: **Loyiso Matshotyana**

71 Yolk Street

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Email: lmatsshotyana@george.gov.za

OHS

Name: EQProject Managers and Safety Solutions (PTY) LTD

20 Ebdon Street

Queenstown

5320

Contact Details: 045 838 7080

	Signed by Eric Nqampi (PR. CHSA/066/2017)
Project Details	
Provisional Start Date:	TBC
Provisional Completion Date:	TBC
Proposed Contract Duration:	TBC
Proposed Project Value:	TBC
Notification of Construction Work:	Yes
Required Safety Personnel:	Fully Registered Pr.CHSO
Prepared by:	Eric Nqampi
Date Prepared:	22 May 2025

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1. PURPOSE

The purpose of this document is to provide health and safety information pertaining to the specific project risks known by the Client, Designer and Client Agent. These risks are applicable to this project and may not necessarily be common knowledge to the Contractor. The information encapsulated in this document serve to align the Principal Contractor towards the achievement of the required compliance to the OHS Act (Act 85 of 1993), the Construction Regulations of 2014 and all the other relevant legislative mandates, regulations and attributed Norms and Standards revolving around the scope of works delineated for the nature of this project.

The Principal Contractor must take this information into account and ensure that their tenders include adequate resources to deal with the matters detailed in this document. Compliance must be ensured by the Contractor and Appointed Sub- Contractor to all relevant legislation. Safeguarding of employees, sub-contractors and other persons affected by the construction activities must be ensured.

1.1 Reference should be made to the following documentation in conjunction with this safety specification (including existing surveys, drawings, and reports):

- (a) Engineers Drawings
- (b) Designers Input
- (c) Tender Documents
- (d) Legal mandates and relevant Municipal By-Laws

References used for the drafting of this specification.

OHS Act (ACT 85 of 1993) – Occupational Health and Safety act 85 of 1993 and all regulations promulgated under this act, special reference to Construction Regulations 2014

NEMA (ACT 107 OF 1998) – National Environmental Management Act 107 of 1998 and

relevant specific environmental management acts promulgated under this act, special reference to NEM: WA (Act 59 of 2008).

NEM: WA (Act 59 of 2008) – National Environmental Management: Waste Act 59 of 2008 and regulations promulgated under this act, with reference to the National Waste Management Strategy, the Waste Classification Regulations and supporting Norms and Standards.

Electrical Regulations – Under department of Minerals and Energy

The Waste Classification and Management Regulations, 2013, published as Government Notice No. R. 634 of 23 August 2013

The National Norms and Standards for the Assessment of Waste for Landfill Disposal, published as Government Notice No. R. 635 of 23 August 2013.

Electrical Regulations – Under department of Minerals and Energy

COIDA Act - Compensation for Occupational Injuries and Diseases Act

Due to potentially dangerous operations being undertaken in construction, there is a possibility of incidents and accident which may lead to injuries or fatalities. In many instances non-compliances to the Occupational Health and Safety Act (OHS Act) have resulted in severe consequences for the parties involved. The Project Client is determined to ensure the highest health and safety standards throughout the Contract.

To ensure this The Project Client / Client Agent has prepared and published this document. This document should be used as a guideline for minimum levels of awareness and guidance

for health and safety requirements for this Contract. The responsibility for adhering to these requirements rests with the Contractors.

Every Employer will provide and maintain, as far as reasonably practicable, a set working environment that is safe and without risk to the health of his employees. OHS Act 8 (1) Compliance with the OHS Act and Regulations will not be limited to this specification and the definitions contained in this document.

Tenderers are expected to be conversant with the requirements and effect of health and safety legislation, particularly the Construction Regulations, 2014, and the Occupational Health and Safety Act, 85 of 1993. Provision must be made in the tender submission to comply with all legal requirements.

The Contractor's personnel will be responsible implementation all necessary legislative requirements. Document control and record systems associated with the legislation must be kept by the Contractor.

This document should be used to assist them Contractor towards achieving compliance with the OHS Act.

The Specification will be implemented during construction of the works Project Client / Client Agent has control over.

2. CLIENT STATEMENT OF COMMITMENT TO OCCUPATIONAL HEALTH AND SAFETY MANAGEMENT.

Independent Development Trust (The Client) is committed to ensure that compliance to all the relevant legislation regarding Occupational Health and Safety is maintained and no accident occurs.

- i. This document must be used as a means of measuring performance of all parties entering a contract with the project Client or Contractor in Occupational Health and Safety Standards.
- ii. The Project Client does not accept any liability which may result from the Contractor failing to comply with the Document; the Contractor remains responsible for achieving the required performance levels.
- iii. This document forms part of the Contract, and Contractors are required to make it part of their Contracts with Sub-Contractors and Suppliers.

The successful Contractor will ensure that a Site-Specific Health and Safety Plan complying with all the relevant legal requirements, and this document is compiled and approved by the Client/Client Agent before commencement of Construction.

2.1 PROJECT DETAILS

Description of Work

Demolition of existing Five (5) houses, design and construction of Five (5) Subsidised (BNG) houses with a minimum floor coverage of 40m² with minimum specification as set out by Western Cape Department of Infrastructure (WCDI). The projects will take place on the following:

ERF NUMBER	AREA
2759 Crystal Avenue	BLANCO
21461 Galgeon Street	MARAISKAMP
2759 Nelson Mandela Boulevard	THEMBALETHU
2760 Nelson Mandela Boulevard	THEMBALETHU
2820 Twenth First Street	THEMBALETHU

2.2 EXISTING ENVIRONMENT

The project will take place at the existing residential area. The plan is to be demolished and rebuild the structures.

The required safety notices and signs must be displayed at the construction area indicating PPE and safety requirements, members of the public and municipal personnel must be warned regarding construction activities that will take place in the area. Clear notices indicating **“DANGER CONSTRUCTION AREA”** and **“DANGER DO NOT ENTER”** must be displayed at work areas.

The contractor must implement control measures to ensure dust created by the construction work is managed correctly and does not become a health risk to building occupants and other personnel who may be involved with the act.

Contractor must also provide the necessary training and precautionary measures when moving construction equipment, machinery, and materials on national roads and through residential area to construction site to ensure the safety of members of the public and road users. Stop and goes will be implemented to control the traffic flow and any heavy construction vehicle will be escorted by flag personnel when leaving or doing its turns on public road.

The Contractor must ensure compliance to Section 9 of the OHS Act 85 of 1993.

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

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

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

Hazards particular to this project Baseline Risk Assessment

2.3 BASELINE RISK ASSESSMENT

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

The following potential sources of risk to the health and safety of persons on site have been identified, as per the risk assessment which accompanies this health and safety specification, and must, as a minimum, be appropriately addressed by the Principal Contractor's health and safety plan. In addition, the Principal Contractor must perform its own activity risk assessments to enable it to take precautions to protect the health and safety of persons on site, to comply with the Principal Contractor's obligations under the Act and all Regulations made thereunder, including the Constructions Regulations.

All such precautionary measures and procedures must be included in the Principal Contractor's health and safety plan, which must be submitted to the Clients health and safety agent for review and approval and where applicable should include:

- Noise.
- Demolitions.
- Rehabilitation of previously demolished structures.
- Dust management.
- Drilling (Breaking of walls).
- Formwork and support work.
- Scaffolding.

- Construction vehicles and mobile equipment.
- Electrical tools and electrical machinery.
- Electrical installations
- Housekeeping.
- Stacking and storage.
- Fire risks and fire prevention.
- Hot work (steel cutting and welding).
- Portable electrical equipment.
- Drug and alcohol use.
- Fall protection.
- Use of ladders and material.
- Working in elevated position/ at height.
- Materials hoist
- Excavations.
- Water hazards
- Site establishment.
- Concrete work.
- Installation of hoarding.

The risk assessment to be included in the health and safety plan must clearly indicate:

- The methodology used to implement the risk assessments.
- A distinct breakdown of processes and activities covered therein.
- Subsequent hazards identified.
- Risk calculations considering consequence, frequency, and likelihood.
- A competent Risk assessor must be appointed by the Principal Contractor to oversee the holistic implementation of risk assessments.

NOTE:

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

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

- Cement.
- Diesel.
- Petrol.
- Disinfectant agents.
- Paint.

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

Safety Rules

MANUAL LIFTING	Keep your back straight, Bend the knees, don't reach and lift, Get help for heavy loads.
FALLS & FALLING OBJECTS	Look before you step, keep all walk areas clean, stay out from under loads, don't use unsafe ladders
WORKING WITH ELECTRICITY	Avoid contact with energized electrical circuits, always use insulated tools, always use appropriate insulated rubber gloves and goggles, follow lock out and tag out procedure requirements never work on energized systems
UNSAFE USE OF TOOLS	Inspect regularly, report all defects at once, use the right tool safely, Put it away safely
PROTECTIVE EQUIPMENT	Ensure you use the correct PPE for the job at hand
HOUSEKEEPING	A clean job is a safe job, use waste bins, Pile materials safe and neat, Remove hazardous debris
TEAMWORK	Plan all work with safety - Protect fellow workers

Labour Records

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

GENERAL PROJECT INFORMATION

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

3. STANDARD OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

3.1. SCOPE

Demolition of existing Five (5) houses, design and construction of Five (5) Subsidised (BNG) houses with a minimum floor coverage of 40m² with minimum specification as set out by Western Cape Department of Infrastructure (WCDI)

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

3. The Contractor must enforce the provisions of these Specifications amongst all subcontractors and suppliers for the project.

3.2. INTERPRETATION

3.2.1 APPLICATION

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

3.2.2 DEFINITIONS

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

"agent" means a competent person who acts as a representative for a client.

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

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

Competent person

Means a person who

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

"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;

"Construction site" means a workplace where construction work is being performed.

"Construction supervisor" means a competent person responsible for supervising construction activities on a construction site.

"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.

"Certificate of compliance" means

- (a) a certificate with a unique number obtainable from the chief inspector, or a person appointed by the chief inspector, in the form of Annexure 1 J and issued by a registered person in respect of an electrical installation or part of an electrical

installation; or

- (b) a certificate of compliance issued under the Electrical Installation Regulations, 1992.

"client" means any person for whom construction work is being performed.

"Electrical contractor"

means a person who undertakes to perform electrical installation work on behalf of any other person but excludes an employee of such first mentioned person.

"Electrical installation"

means any machinery, in or on any premises, used for the transmission of electricity from a point of control to a point of consumption anywhere on the premises, including any article forming part of such an electrical installation irrespective of whether it is part of the electrical circuit, but excluding

(a) any machinery of the supplier related to the supply of electricity on the premises; (b) any machinery which transmits electrical energy in communication, control circuits, television or radio circuits;

(c) an electrical installation on a vehicle, vessel, train or aircraft; and

(d) control circuits of 50 V or less between different parts of machinery or system components, forming a unit, that are separately installed and derived from an independent source or an isolating transformer;

"Electrical Installation Regulations, 1992" means the Electrical Installation Regulations, 1992, promulgated by Government Notice No. R. 2920 of 23 October 1992.

"Fall arrest equipment" means equipment used to arrest a person in a fall, including personal equipment, a body harness, lanyards, deceleration devices, lifelines or similar equipment.

"Fall prevention equipment" means equipment used to prevent persons from falling from a fall risk position, including personal equipment, a body harness, lanyards, lifelines or physical equipment such as guard-rails, screens, barricades, anchorages or similar equipment.

"Fall protection plan" means a documented plan, which includes and provides for -

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

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

Hazard

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

Hazard identification

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

"Health and safety file " means a file, or other record containing the information in writing required by these Regulations.

"Health and safety plan" means a site, activity or project specific documented plan in accordance with the Client's health and safety specification.

"Installation work" means

- (a) the installation, extension, modification or repair of an electrical installation.
- (b) the connection of machinery at the supply terminals of such machinery;
or
- (c) the inspection, testing and verification of electrical installations for the purpose of issuing a certificate of compliance.

"Master installation electrician" means a person who has been registered as a master installation electrician in terms of regulation 11 (2) for the verification and certification of the construction, testing and inspection of any electrical installation.

"Medical certificate of fitness" means a certificate contemplated in regulation 7(8).

"National Building Regulations" means the National Building Regulations made under the National Building Regulations and Building Standards Act, 1977 (Act No. 103 of 1977), and promulgated by Government Notice No. R. 2378 of 30 July 1990, as amended by Government Notices No's R. 432 of 8 March 1991, R. 919 of 30 July 1999 and R. 547 of 30 May 2008.

"Principal contractor" means an employer appointed by the Client to perform construction work;

"Professional Engineer or Professional Certificated Engineer" means a person holding registration as either a Professional Engineer or Professional Certificated Engineer in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000);

"Registered person"

means a person registered in terms of

- (a) regulation 11; or

- (b) regulation 9 of the Electrical Installation Regulations, 1992, as an electrical tester for single phase, an installation electrician or a master installation electrician.

Risk

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

Risk assessment

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

"scaffold" means a temporary elevated platform and supporting structure used for providing access to and supporting workmen or materials or both; **"shoring"** means a system used to support the sides of an excavation and which is intended to prevent the cave-in or the collapse of the sides of an excavation.

"supplier"

in relation to a particular electrical installation, means any person who supplies or contracts or agrees to supply electricity to that electrical installation

Site

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

"Temporary works" means any falsework, formwork, support work, scaffold, shoring or other temporary structure designed to provide support or means of access during construction work;

The Act

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

3.3 GENERAL HEALTH AND SAFETY PROVISIONS

3.3.1 NOTIFICATION OF INTENTION TO COMMENCE CONSTRUCTION WORK

A contractor who intends to carry out any construction work other than work contemplated in regulation 3(1), must at least 7 days before that work is to be carried out notify the provincial director in writing in a form similar to Annexure 2 if the intended construction work will—

- (a) include excavation work.
- (b) include working at a height where there is risk of falling;
- (c) include the demolition of a structure; or
- (d) include the use of explosives to perform construction work.

A contractor who intends to carry out construction work that involves construction of a single storey dwelling for a client who is going to reside in such dwelling upon completion, must at least 7 days before that work

3.3.2 ASSIGNMENT OF CONTRACTOR'S RESPONSIBLE PERSONS TO SUPERVISE HEALTH & SAFETY ON SITE

3.3.2.1 Construction Manager

1. A principal contractor must in writing appoint one full-time competent person as the construction manager with the duty of managing all the construction work on a single site, including the duty of ensuring occupational health and safety compliance, and in the absence of the construction manager an alternate must be appointed by the principal contractor.

2. Where the construction manager has not appointed assistant construction managers as contemplated in Construction Regulation 8(2) or, in the opinion of an inspector, a sufficient number of such assistant construction managers have not been appointed, that inspector must direct the construction manager in writing to appoint the number of assistant construction managers indicated by the inspector, and those assistant construction managers must be regarded as having been appointed under Construction Regulation 8(2).
3. No construction manager appointed under Construction Regulation 8(1) may manage any construction work on or in any construction site other than the site in respect of which he or she has been appointed.
4. A construction manager must in writing appoint construction supervisors responsible for construction activities and ensuring occupational health and safety compliance on the construction site.

3.3.2.2 Assistant Construction Manager

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

3.3.2.3 Construction Safety Officer

1. A contractor must, after consultation with the client and having considered the size of the project, the degree of danger likely to be encountered or the accumulation of hazards or risks on the site, appoint a full-time or part-time construction health and safety officer in writing to assist in the control of all health and safety related aspects on the site: Provided that, where the question arises as to whether a construction health and safety officer is necessary, the decision of an inspector is decisive.

2. No contractor may appoint a construction health and safety officer to assist in the control of health and safety related aspects on the site unless he or she is reasonably satisfied that the construction health and safety officer that he or she intends to appoint is registered with a statutory body approved by the Chief Inspector and has necessary competencies and resources to assist the contractor.

3.3.2.4 Construction Supervisor

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

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

3.3.3 COMPETENCY FOR CONTRACTOR'S RESPONSIBLE PERSONS

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

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

3.3.4 COMPENSATION OF OCCUPATIONAL INJURIES AND DISEASES ACT 130 OF 1993 (COIDA)

The Contractor will submit a letter of good standing with the Compensation Insurer to The Project Client / Client Agent, within 10 working days from receipt of the Letter of Acceptance from The Project Client / Client Agent prior to commencing work on site.

3.3.5 OCCUPATIONAL HEALTH AND SAFETY POLICY

1. The Contractor shall have a HSE Policy (or policies) in line with the OHS Act 85 of 1993 section 7 requirements, the policy shall be duly signed by an authorised signatory. The policy must address commitments relating to the protection of the Health and Safety of Contractor's personnel and others, as well as the protection of the environment, in and about the execution of the works.
2. Copies of the contractors HSE Policy shall be provided as and when contractors are appointed.

3. The Contractor shall prominently display a copy of the policy in the workplace where his employees normally report for service.

3.3.6 HEALTH AND SAFETY ORGANOGRAM

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

3.3.7 RISK ASSESSMENT FOR CONSTRUCTION WORK

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

thereafter at the times determined in the risk assessment monitoring and review plan of the relevant site.

4. A principal contractor must ensure that all contractors are informed regarding any hazard that is stipulated in the risk assessment before any work commences, and thereafter at the times that may be determined in the risk assessment monitoring and review plan of the relevant site.
5. A contractor must consult with the health and safety committee or, if no health and safety committee exist, with a representative trade union or representative group of employees, on the monitoring and review of the risk assessments of the relevant site.
6. A contractor must ensure that copies of the risk assessments of the relevant site are available on site for inspection by an inspector, the client, the client's agent, any contractor, any employee, a representative trade union, a health and safety representative or any member of the health and safety committee.
7. A contractor must review the relevant risk assessment—
 - (a) where changes are affected to the design and or construction that result in a change to the risk profile; or
 - (b) when an incident has occurred.

Ergonomics must be addressed in the risk assessment – Refer to ERGONOMICS REGULATIONS, 2019

Issue Based Risk Assessment

As circumstances and needs arise, separate risk assessment will need to be conducted. An additional risk assessment will need to be conducted when for example:

- (a) A new operation introduced onto site.
- (b) A system for work is changed.
- (c) After an accident or a 'near miss' has occurred

Continuous Risk Assessment

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

3.3.8 HEALTH AND SAFETY REPRESENTATIVE(S)

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

3.3.9 HEALTH AND SAFETY COMMITTEE

The Contractor will ensure that monthly health and safety meetings are held, and minutes are kept on record. Meetings must be organized and chaired by the Contractor's Responsible Person. The Contractor will ensure that the *Health and Safety Representative(s)*

is/are invited to attend the meeting as observer. Copies of the minutes must be made available to the Client/ Client Agent or Inspector.

3.3.10 INDUCTIONS & TRAINING

1. The Contractor will ensure that all employees under his / her control have gone through an internal health and safety induction *before being allowed to perform any task on site*, a copy of the induction material must also be available as proof of topics discussed during induction. The Contractor will keep a copy of the attendance register of all his / her employees who attended the induction. The contractor must ensure that as new employees are brought to site during the project, they must also undergo inductions before being able to perform any task on site.
2. Employees are responsible for their own Health and Safety and that of their co-workers within their work area. They shall be made aware of their responsibilities during induction and awareness sessions which include:
 - Familiarising themselves with their workplaces and Health and Safety procedures.
 - Working in a manner that does not endanger them or cause harm to others.
 - Keeping their work area tidy.
 - Reporting all incidents / accidents / occupational ill-health and near misses.
 - Protecting fellow workers from injury.
 - Reporting unsafe acts and unsafe conditions.
 - Reporting any situation that may become dangerous.
 - Carrying out lawful orders and obeying HSE rules.
3. The Contractor shall ensure that all Contractors' personnel are adequately trained in the type of work / tasks to be performed. This training shall extend to include relevant procedures, Hazard Identification and Risk Assessment. Contractor's personnel shall have the appropriate qualifications and shall work under competent

supervision. Copies of records of appropriate training and qualifications for all employees shall be kept and maintained.

3.3.11 MEDICAL CERTIFICATES OF FITNESS

A Principal Contractor must ensure that all his or her employees have a valid medical certificate of fitness specific to the construction work to be performed and issued by an occupational health practitioner in the form of Annexure 3 of Construction Regulation 2014. This medical certificate must specifically state that the person is fit for duty and must also highlight any medical restrictions identified. **The contractor must keep a detailed register in his safety file for all employees with restrictions and document how the restrictions are being managed.**

3.3.12 AWARENESS

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

3.3.13 COMPETENCY

1. After the Contractor has identified the training to be conducted, based on the Hazard Identification Risk Assessment (HIRA); he / she will send the relevant persons on appropriate courses and keep certificates of training for reference.
2. The Contractor shall keep a record of all employees including the Subcontractor's employees, indicating their date of induction, relevant skills, and licenses, and be able to produce this list at the request of the Client/Client Agent.

3.3.14 GENERAL RECORD KEEPING

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

3.3.15 GENERAL INSPECTION, MONITORING AND REPORTING

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

3.3.16 INTERNAL AUDITS

The contractor's responsible Safety Officer will conduct monthly Health and Safety Audits to ensure compliance with the OHS Act 85 of 193 requirements and Occupational Health and Safety Specification and communicate the findings to the Client Agent monthly. Records of audits must be kept, and non-conformance reported, investigated and corrective action must be taken to prevent re-occurrence.

3.3.17 EXTERNAL AUDITS

1. The Project Client / Client Agent will conduct health and safety audits to ensure compliance with the Occupational Health and Safety Specification and any relevant Health & Safety Legislation. All documentation held by the Contractor will be available for inspection.
2. Audits and Inspections may be conducted on an ad-hoc basis without informing the Contractor.

3. Any findings observed during these audits will be placed on an audit action plan that will show the deviation, the reason for the deviation occurring, the proposed actions that will be taken to correct the deviation, responsible person's name, proposed close out date, actual closed out date and a signature of the contractor's responsible person confirming the close out.

3.3.18 EMERGENCY PROCEDURES

1. The Contractor will submit a detailed Emergency Procedure for approval by The Project Client / Client Agent prior to commencement on site. The procedure will detail the response plan including the following key personnel:
 - (a) List of key personnel,
 - (b) Details of emergency services,
 - (c) Actions or steps to be taken in the event of the emergency; and
 - (d) Information on hazardous materials / situations, including each material's hazardous potential impact or risk on the environment or human and measures to be taken in the event of an accident.
2. Emergency procedures will include, but will not be limited to fire, spills, accidents to employees, use of hazardous substances, electrical shock, or contact, etc. The Contractor will advise The Project Client / Client Agent in writing of any on site emergencies, together with a record of action taken, within 24 hours of the emergency occurring. A contact list of all service providers (Fire Department, Ambulance, Police, Medical and Hospital, etc.) must be maintained and available to site personnel.

3.3.19 FIRST AID BOX AND FIRST AID EQUIPMENT

The Contractor will appoint in writing a First Aider(s) with a minimum Level 2 First Aid Competency. The appointed First Aider(s) are to be sent for accredited first aid training before starting on site, or must be in possession of a valid certificate, of which copies are to be kept on site. The Contractors will provide, on site, First Aid Boxes, adequately always stocked, and ensure that the First Aid Box is accessible and fully controlled by a qualified First Aider. In addition, the location of these boxes must be indicated by means of Health and Safety Signage. A picture with the name and contact number of the First Aider on duty must be on displayed in all relevant areas.

3.3.20 ACCIDENT / INCIDENT REPORTING AND INVESTIGATION

1. The Contractor will in addition to the prescribed requirements of the OHS Act investigate, record, and report all reportable incidents. The investigations will be conducted by a qualified person or persons who have sufficient knowledge to carry out an investigation. In the case of a serious injury, meaning one in which a loss of man-hours are experienced exceeding 7 days, an independent investigator must be appointed by the Contractor. All incidents on site must be reported to the Client Agent within 1 hour of occurrence by means of a telephone call or SMS.
2. The Contractor shall investigate all incidents immediately and supply to the Client/Clients Agent a written report within 3 days, which shall include:
 - Date, time and place of incident;
 - Description of incident;
 - Root causes of incident/accident;
 - Type of injury and/or (if any);
 - Medical treatment provided (if any);
 - Persons involved;
 - Loss or damage sustained (if any);
 - Names and contact details of witness/s;

3.3.21 HAZARDS AND POTENTIAL SITUATIONS COMMUNICATION

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

3.3.22 Personal Protective Equipment (PPE) and Clothing

1. In terms of Section 8 of the OH&S Act, the duty of the Contractor is to take steps to eliminate or mitigate (hierarchy of control measures) any hazard or potential hazard to the safety or health of employees before resorting to PPE.
2. The Contractor's personnel and Contractor's visitors shall use risk-based PPE, approved by SANS or the relevant internationally recognised authority, always, as a minimum.
3. The relevant standard of PPE shall be recorded on the appropriate method statement or assessment to allow workers to ensure that they have been provided with the correct type of PPE.
4. Additional PPE shall be identified from task risk assessments for specific areas where access is permitted.
5. Symbolic signs in terms of SANS 1186 indicating the type and use of PPE shall be placed at all entry points to the Contractor's yard and areas of the works under its control.
6. The Contractor will clearly outline procedures to be taken when PPE or clothing is:
 - (a) Lost or Stolen
 - (b) Worn Out or Damaged

- (c) When and where it must be worn or used

3.3.23 OCCUPATIONAL HEALTH AND SAFETY SIGNAGE

1. The Contractor will provide adequate on site OHS signage complying with **SANS1186 requirements**. OHS signage will include, but will not be limited to, Construction area, Hard Hat / Helmet Area; Safety Goggles, Safety Shoes to be worn on site; Dust Masks to be worn in areas where there might be exposure to excessive dust; Ear Plugs / Muffs to be worn where there might be exposure over 85 dBa; Gloves; Safety Goggles; Safety Harness, etc. The Contractor will be responsible to maintain the quality and replacement of signage. Type of signage needed will be determined by the existing hazards and risks on site.
2. The contractor will also be required to display all relevant COVID-19 Instructive and informative posters at the offices and works areas.

3.3.24 CONSOLIDATED HEALTH AND SAFETY FILE

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

3.3.25 PERMITS

1. The Contractor will issue a permit for all hazardous or dangerous activities to be carried out during construction. The contractor to apply and obtain Demolition permit from George municipality Control office and Department of Human Settlement will apply for waiver for the application Fees.

2. Wayleave applications must be done at George Municipality Electrotechnical Department. There must be a wayleave specifically for each area of work.

3.3.26 CONTRACTORS

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

3.4 OCCUPATIONAL SAFETY

3.4.1 Stacking of Materials

A contractor must, in addition to compliance with the provisions for the stacking of articles in the General Safety Regulations, 2003, ensure that –

- (a) A competent person is appointed in writing with the duty of supervising all stacking and storage on a construction site.
- (b) Adequate storage areas are provided.
- (c) Demarcated storage areas must be created; and
- (d) Storage areas are to be kept neat and under control.

3.4.2 Housekeeping and General Safeguarding on Construction Sites

A contractor must, in addition to compliance with the Environmental Regulations for Workplaces, 1987, promulgated by Government Notice No. R. 2281 of 16 October 1987, ensure that suitable housekeeping is continuously implemented on each construction site, including –

- (a) The proper storage of materials and equipment.
- (b) The removal of scrap, waste, and debris at appropriate intervals.
- (c) Ensuring that materials required for use, are not placed on the site to obstruct means of access to and egress from workplaces and passageways.
- (d) Ensuring that materials which are no longer required for use, do not accumulate on, and are removed from the site at appropriate intervals.
- (e) Ensuring that waste and debris are not disposed of from a high place with a chute, unless the chute complies with the requirements set out in regulation 14(6).
- (f) Ensuring that construction sites in built-up areas adjacent to a public way are suitably and sufficiently fenced off and provided with controlled access points to prevent the entry of unauthorized persons; and
- (g) Ensuring that a catch platform or net is erected above an entrance or passageway or above a place where persons work or pass under or fencing off the danger area if work is being performed above such entrance, passageway, or place so as to ensure that all persons are kept safe in the case of danger or possibility of persons being struck by falling objects.

3.4.3 Hazardous Chemical Substances (HCS)

1. In addition to the requirements in the HCS Regulations, the principal contractor must provide proof in the Health and Safety Plan that:
 - a) Material Safety Data Sheets (MSDS's) of the relevant materials / hazardous chemical substances are available prior to use by the contractor. Mention should be made how the principal contractor is going to act according to special/unique

requirements made in the relevant MSDS's. All MSDS's will be always available for inspection by the agent.

- b) Exposure monitoring is done according to OESSM and by an Approved Inspection Authority (AIA) and that the medical surveillance programme is based on the outcomes of the exposure monitoring.
 - c) How the relevant HCS's are being/going to be controlled by referring to:
 - i. Limiting the amount of HCS
 - ii. Limiting the number of employees
 - iii. Limiting the period of exposure
 - iv. Substituting the HCS
 - v. Using engineering controls
 - vi. Using appropriate written work procedures
 - d) The correct PPE is being used.
 - e) HCS are stored and transported according to SABS 072 and 0228.
 - f) Training with regards to these regulations was given.
2. The H&S plan should refer to the disposal of hazardous waste on classified sites and the location thereof (where applicable).
3. The First Aider must be conversant with all the MSDSs and how to treat HCS-related incidents appropriately.

3.4.4 Noise Induced Hearing Loss

Where noise is identified as a hazard the requirements of the NIHL regulations must be complied with and the following must be included / referred to in the Health and Safety Plan. The Contractor must be able to:

- (a) Proof of training with regards to these regulations.
- (b) That monitoring carried out by an AIA and done according to SABS 083.

- (c) Medical surveillance programme is established and maintained for the necessary employees.
- (d) Control of noise by means of:
 - i. Engineering methods considered.
 - ii. Admin control considered.
 - iii. Personal protective equipment considered.
 - iv. Describe how records are going to be kept for 40 years.

3.4.5 Pressure Vessels Including Gas Cylinders

The Contractor will comply with Pressure Equipment regulations, including:

- (a) Providing competency and awareness training to the operators;
- (b) Providing PPE or clothing;
- (c) Providing and maintain appropriate signage in areas Pressure equipment are
- (d) used.
- (e) Inspect equipment regularly and keep records of inspections.
- (f) Providing appropriate firefighting equipment (Fire Extinguishers).

3.4.6 Fire Extinguishers and Fire Fighting Equipment

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

3.4.7 Hired Plant and Machinery

The contractor will ensure that any hired plant and machinery brought to site is safe for use. The necessary requirements as stipulated by the OHS Act as well as those that are stipulated by this Occupational Health and Safety Specification, will apply. Health and Safety Induction is to be conducted with any hire plant or machinery operators and attendance of appropriate toolbox talks ensured. All operators of hired plant or machinery must be in possession of valid operator's certificates and medical certificates of fitness, as per requirement by the OHS Act.

3.4.8 Portable Electrical Tools / Explosive Power Tools

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

3.4.9 Hand Tools

All hand tools (hammers, chisels, spanners, etc.) must be inspected by the user prior to use. Tools with sharp points in toolboxes must be protected with a cover. No make-shift tools on site. All cold chisels used on site shall be fitted with a hand guard to prevent hand injuries in case of a miss with the hammer.

All contractors shall have a user policy for use of craft knives. Knives shall not be carried in clothing pockets with an open blade. The Contractor shall ensure that the appropriate cut resistant PPE is worn by the user. Cut resistant material coverage should include the forearm of the non-knife holding hand unless other safety measures are taken.

3.4.10 High Voltage Electrical Equipment & Electrical Regulations

High Voltage Electrical Equipment

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

3.4.11 Public Health and Safety

The Contractor will ensure that each person working on or visiting a site, and the surrounding community, will be made aware of the dangers likely to arise from on-site

activities and the precautions to be observed to avoid or minimize those dangers. Appropriate health and safety signage will be always posted. No visitor will be allowed on site without permission of the Construction Supervisor or his/her Assistant. All visitors must complete a register, which should include the name, reason for visit, and contact detail of said person. The Contractor will ensure that the site is fenced on all sides with a minimum requirement of 1600 mm Diamond mesh, galvanised fence, this fence must have a gate fitted to ensure security and stop unwanted entrance to site. The gate must be always closed, and access must be controlled.

Both the Project Client / Client Agent and the Contractor have a duty in terms of the OHS Act to do all that is reasonably practicable to prevent members of the public and others being affected by the construction processes to be aware and put preventative measure in place. The public or visitors will go through a brief health and safety induction detailing hazards and risks they may be exposed to and what measures are in place to control these hazards and risks.

3.4.12 Night Work

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

3.4.13 Facilities for Safekeeping and Eating Area (Mess Room) for workers.

A temporary structure to serve as a mess room or eating area must be provided by the Principal Contractor.

3.4.14 Fall Protection

1. A contractor must –

- (a) designate a competent person to be responsible for the preparation of a fall protection plan;
 - (b) ensure that the fall protection plan contemplated in paragraph (a) is implemented, amended where and when necessary and maintained as required; and
 - (c) take steps to ensure continued adherence to the fall protection plan.
- 2. A fall protection plan contemplated in Construction Regulation 10(1), must include –
 - (a) a risk assessment of all work carried out from a fall risk position and the procedures and methods used to address all the risks identified per location.
 - (b) the processes for the evaluation of the employees' medical fitness necessary to work at a fall risk position and the records thereof.
 - (c) a programme for the training of employees working from a fall risk position and the records thereof.
 - (d) the procedure addressing the inspection, testing and maintenance of all fall protection equipment; and
 - (e) a rescue plan detailing the necessary procedure, personnel and suitable equipment required to affect a rescue of a person in the event of a fall incident to ensure that the rescue procedure is implemented immediately following the incident.
- 3. A contractor must ensure that a construction manager appointed under regulation 8(1) is in possession of the most recently updated version of the fall protection plan.
- 4. A contractor must ensure that –

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

person passing across or working on or from fragile material is supported;
and

- (f) suitable and sufficient guard-rails, barriers and toe-boards or other similar means of protection prevent, as far as is reasonably practicable, the fall of any person, material or equipment.

3.4.15 Scaffolding

All scaffolding used shall comply with the OHS Act and Construction Regulations as well as SANS 10085.

All scaffolding shall be inspected by a competent person daily as a minimum and before use following weather conditions that could have made the scaffolding unsafe e.g. wind, rain which could make ground conditions unstable. Inspections shall be carried out on scaffolds that may be affected by adverse weather conditions.

Users of scaffolding shall carry out a visual inspection daily, before use. If unsafe conditions are found or suspected, the scaffold shall be isolated until a thorough inspection has been made. A visual inspection shall be carried out at the end of the shift and if unsafe conditions are found or suspected the scaffold shall be isolated until above is applied.

An appropriate scaffolding tagging system shall be used to confirm the status of scaffolding for use or not to be used. The footing or anchorage points for scaffolds shall be sound, rigid, and capable of carrying the maximum intended load without settling or displacement. Unstable objects such as barrels, boxes, loose brick, or concrete blocks shall not be used to support scaffolds or planks.

The Contractor must give preference to using scaffold stairs instead of ladders for all scaffolds. These scaffolds must be fitted with a kick plate at the bottom of each stair section. The kick plate shall be able to prevent a member of contractors' personnel slipping down the staircase and sliding between the floor and the mid-rail.

3.4.16 Ladders (Portable)

All ladders shall have an identification tag, logged in a ladder register, and inspected monthly by a competent person and by the user prior to use.

Damaged ladders shall be marked as “**DAMAGED**” and removed from the Project Site (or at other places, if any, as may be specified under the Contract as forming part of the Site) and replaced with ones in good condition.

All ladders used for access shall be secured. Contractor’s Personnel climbing a ladder with a fall exposure greater than 8 meters shall be protected by an approved cage, ladder climbing device, or using a body harness, lanyard, or lifeline system.

When ascending or descending ladders, Contractor’s Personnel shall always maintain three points of contact and shall face the ladder. Portable metal ladders shall not be used in the vicinity of energized electrical circuits. Portable straight ladders shall not be used without non-skid bases.

The ladder shall be placed so that the distance between the bottom of the ladder and the supporting point is approximately 1/4 of the ladder length between supports.

When dismounting from a ladder at an elevated position (as at a roof), the employee shall ensure that the ladder side rails extend at least 1 meter above the dismount position, or that grab bars are present.

Contractor’s Employees shall wear a body harness and lanyard and tie off to a secure anchor whenever both hands must be used for the job or whenever Contractor’s Personnel are exposed to a fall more than 2 meters. Step ladder legs shall be fully spread, and the spreading bars locked in place. Step ladders shall not be used as straight ladders.

3.4.17 Barricading

Areas where a restriction or prevention of unauthorised persons accessing (e.g., trenches, excavations, wall, and floor openings, etc.) is required will be provided with barricades and guards to prevent entry.

All barricading shall be of the rigid type, unless otherwise approved by the Engineer, and secure in assembly.

Contractors shall utilize warning signage that has been approved by the Engineer. All openings and edges must be barricaded with solid barricading to withstand an impact of at least 85kg. Physical barriers and warning signage shall be provided to prevent persons falling into openings in floors, stairwells, staircases, open-sided buildings, and any structure during erection, where dangerous openings exist. Safety net should also be provided if there is movement of people underneath the building that is being renovated or upgraded. The safety net will prevent equipment falling from height that can cause injuries to the members of the public. The first preventive measure is to provide hoarding so that no persons walk underneath the area under refurbishment or construction.

3.4.18 Severe Weather

The Contractor shall conduct operations in a manner that do not put personnel at risk from weather and weather-related injury.

3.4.19 Lifting Machine and Tackle

The Principal Contractor shall ensure that all lifting machinery and tackles are inspected prior to use, and in addition to it, monthly. The principal contractor shall appoint a competent lifting machinery and tackle inspector who will inspect the equipment daily or before use, considering that:

- All lifting machinery and tackle have a safe working load clearly indicated.
- Records of inspections and load testing certificates are kept onsite.

- There is a proper supervision in terms of guiding the loads which includes a trained banks man to direct and check lifting tackle if it is safe for use.
- Heavy precast concrete culverts and concrete pipes will be lifted using the lifting machine.

3.4.20 Temporary Works/Formwork

All activities that will be carried out using temporary works/formwork are to be guided by the Construction Regulation 12, as quoted:

- 1) A contractor must appoint a temporary works designer in writing to design, inspect and approve the erected temporary works on site before use.
- 2) A contractor must ensure that all temporary works operations are carried out under the supervision of a competent person who has been appointed in writing for that purpose.
- 3) A contractor must ensure that—
 - a) all temporary works structures are adequately erected, supported, braced, and maintained by a competent person so that they can support all anticipated vertical and lateral loads that may be applied to them, and that no loads are imposed onto the structure that the structure is not designed to withstand.
 - b) all temporary works structures are done with close reference to the structural design drawings, and where any uncertainty exists the structural designer should be consulted.
 - c) detailed activity specific drawings pertaining to the design of temporary works structures are kept on the site and are available on request to an inspector, other contractors, the client, the client's agent or any employee.

- d) all persons required to erect, move or dismantle temporary works structures are provided with adequate training and instruction to perform those operations safely.
- e) all equipment used in temporary works structure are carefully examined and checked for suitability by a competent person, before being used.
- f) all temporary works structures are inspected by a competent person immediately before, during and after the placement of concrete, after inclement weather or any other imposed load and at least daily until the temporary works structure has been removed and the results have been recorded in a register and made available on site.
- g) no person may cast concrete, until authorization in writing has been given by the competent person contemplated in paragraph (a).
- h) if, after erection, any temporary works structure is found to be damaged or weakened to such a degree that its integrity is affected, it is safely removed or reinforced immediately.
- i) adequate precautionary measures are taken to—
 - i. secure any deck panels against displacement; and
 - ii. prevent any person from slipping on temporary works due to the application of release agents.
- j) as far as is reasonably practicable, the health of any person is not affected with solvents or oils or any other similar substances;
- k) upon casting concrete, the temporary works structure is left in place until the concrete has acquired sufficient strength to safely support its own weight and any imposed load, and is not removed until authorization in

writing has been given by the competent person contemplated in paragraph (a);

- l) the foundation conditions are suitable to withstand the loads caused by the temporary works structure and any imposed load in accordance with the temporary works design.
 - m) provision is made for safe access by means of secured ladders or staircases for all work to be carried out above the foundation bearing level.
 - n) a temporary works drawing or any other relevant document includes construction sequences and methods statements.
 - o) the temporary works designer has been issued with the latest revision of any relevant structural design drawing.
 - p) a temporary works design and drawing is used only for its intended purpose and for a specific portion of a construction site; and
 - q) the temporary works drawings are approved by the temporary works designer before the erection of any temporary works.
- 4) No contractor may use a temporary works design and drawing for any work other than its intended purpose.

When encountered with having to operate underneath existing surface infrastructure systems such as railways, wayleaves and existing services and having to operate using formwork and temporary support structures, the abovementioned guidelines are to be adhered to.

3.5 OCCUPATIONAL HEALTH

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

3.6 DUTIES OF THE PRINCIPAL CONTRACTOR

The Principal Contractor must develop the health and safety plan in line with the health and safety specification. The plan will be evaluated and approved for implementation. The Principal Contractor must do his / her internal monitoring systems such as internal audits and inspections. The Client Agent will conduct audits to check compliance monthly.

The Principal Contractor must appoint a Full-time health and safety officer (**Fully Registered Construction Health and Safety Officer (SACPCMP registered)**). The Principal Contractor must

appoint a competent risk assessor as well as the incident investigator. Candidate Construction Health and Safety Officer will not be accepted.

3.7 HOARDING

The construction activities will be taking place in a built-up area with residents anticipated to be entering, exiting, and travelled through the identified working sites. This will require the implementation of vigorous hoarding/barricading methods with highly visible signage. It is therefore critical that the principal contractor posts notices for the public and routine awareness programmes for the duration of their activities.

3.8 EXCAVATIONS

Excavations are the source of many serious injuries that have been recorded in our industry. It is proper to expect the Principal Contractor to excavate when all the components that will be used on the excavations have already been procured. Construction Manager will be expected to cooperate with the Construction Health and Safety Officer to manage the risks that are associated with excavations. Detailed method statements and safe working procedures must be developed and communicated with principal contractor personnel. All excavation operations, method statements and safe working procedures are to be guided by the prescripts of **Construction Regulation 13**.

The method statements must account for the timeous backfilling of opened excavations following the completion of the installations/work associated with them. Given the nature of operations and the location of the working zones, no new excavations are to be opened from Wednesdays onwards, furthermore, no excavations/trenches are to be left opened during weekends and public holidays. All operations related to excavations and trench-works are to be completed by EOB on Thursdays on a weekly basis, and on the day before a public holiday. Failure to comply to this directive will result in a contractual penalty.

3.9 DEMOLITIONS AND SUBSEQUENT REHABILITATION

Given the nature of this construction project, the Principal Contractor needs to adhere to the underlying prescripts of Construction Regulation 14 (Demolition Work), which dictates the minimum conditions to assimilate during demolition work:

- 1) A Contractor must appoint a competent person in writing to supervise and control all demolition work on site.
- 2) A Contractor must ensure that before any demolition work is carried out, and to ascertain the method of demolition to be used, a detailed structural engineering survey of the structure to be demolished is carried out by a competent person and that a method statement on the procedure to be followed in demolishing the structure is developed by that person.
- 3) During a demolition, the competent person contemplated in sub regulation (1) must check the structural integrity of the structure at intervals determined in the method statement contemplated in sub regulation (2), to avoid any premature collapses.

The abovementioned conditions are inexhaustive and dictate that a more holistic approach towards the adherence of the basic requirements of the Act and its Regulations, must be implemented by the Principal Contractor. In addition, a rehabilitation process must be followed to mitigate the adverse effects of the demolition that has been conducted. All the waste and debris produced by the demolition procedure must be removed from the site as soon as it is reasonably practicable, and that they are disposed of in accordance with the applicable legislation.

The conditions for mitigating the prevalence of hazardous waste material will be triggered giving rise to the need to assimilate the guides encompassed in the following legislative prerequisites into the relevant method statement and rehabilitation plan:

- 1) OHS Act – Occupational Health and Safety act 85 of 1993 and all regulations promulgated under this act, special reference to Regulations for Hazardous Chemical Agents, 2021
- 2) NEMA (ACT 107 OF 1998) – National Environmental Management Act 107 of 1998 and relevant specific environmental management acts promulgated under this act, special reference to NEM: WA (Act 59 of 2008).
- 3) NEM: WA (Act 59 of 2008) – National Environmental Management: Waste Act 59 of 2008 and regulations promulgated under this act, with reference to the National Waste Management Strategy, the Waste Classification Regulations and supporting Norms and Standards.
- 4) The Waste Classification and Management Regulations, 2013, published as Government Notice No. R. 634 of 23 August 2013
- 5) The National Norms and Standards for the Assessment of Waste for Landfill Disposal, published as Government Notice No. R. 635 of 23 August 2013.

4. ASBESTOS

It has been discovered that there is asbestos containing material on site. Roof sheets are identified to be asbestos containing material. Principal Contractor should therefore stick to Asbestos Abatement Regulation when dealing with asbestos. A registered Asbestos Contractor must be appointed to attend to asbestos containing material as stipulated in Asbestos Abatement Regulation 13 – 23. A disposal certificate will be requested from the Principal Contractor. Asbestos can only be disposed at a registered disposal site.

5. Penalties and Non-Conformances

Minor	Medium	Severe
Penalty: R100 p/count	Penalty: R500 p/count	Penalty: R5000 p/count
Non conformance	Non conformance	Non conformance
Activity stoppage	Activity stoppage	And/ or project/ activity stoppage
<p>Toilets not serviced / clean.</p> <p>No clean drinking water on site.</p> <p>No weather protected eating area provided.</p>	<p>Scaffold safety signage not in place safe/unsafe.</p> <p>No certificates of fitness for employees working at heights (incl. ceilings, ladders, scaffold & working platforms / mobile plant operators.</p>	<p>Employees working at heights without harnesses / fall protection equipment.</p> <p>Anchor lines not in use when working at heights.</p>
<p>Non-use of PPE supplied – hard hats, safety shoes, reflective vest, dust mask, goggles & hearing protection.</p>	<p>No design load available for scaffold designs, scaffold not approved by competent designer.</p>	<p>No project specific health and safety specifications or general health and safety specifications supplied to sub-contractors timeously.</p>
<p>Non completion of registers.</p>	<p>Sub-contractors not audited monthly.</p>	<p>Sub-contractors working without a H&S plan approval.</p>

Lack of H&S signage at work areas – warning of dangerous construction activities.	Working without training or appropriate H&S method statements.	No CoC's available for electrical work completed on site.
Tools and equipment identified in poor condition during inspections.	Legal non-conformance not addressed from previous audit within agreed time frame.	Invalid Letters of Good Standing. No First Aider on site.
Poor housekeeping	No internal OHS monthly audit	No Registered Construction H&S Officer (SACPCMP) on site.
	Change of Critical legal appointments without notifying the client and client representative.	Principal Contractor allowing employees to commence work without Valid Medical Certificates of fitness issued by Occupational Medical Practitioner

OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION REQUIREMENTS
FOR CONSTRUCTION

ANNEXURE A

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

Health & Safety Representative	Section 17 OHS Act	Submit as soon as there are more than 20 employees on site
Demolition Permit	George Municipality	Before commencement on site
Asbestos Permit	Department of employment and Labour	Before commencement on site

Assignment of Contractor's Responsible Persons

ANNEXURE B

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

CEO Section 16.1 Board Resolution or declaration
(Competent Person for OHS) - OHS 16(2)*
Construction Manager CR 8(1)*
Construction Safety Officer - CR 8(5)
Construction Work Supervisor - CR 8(7)*
Construction Work Assistant Supervisor - CR 8(8)*
Risk Assessor - CR 9(1)
Competent Person to perform Risk Assessment Training – CR 9(3)
Fall Protection Planner CR 10(1)
Construction Vehicle & Mobile Plant Operator - CR23(1)(d)*
Temporary Electrical Installation Inspector CR 24
Housekeeping Supervisor CR 27
Stacking & Storage Supervisor - CR 28(a)
Fire Equipment Inspector - CR 29(h)

Emergency Coordinator - ER 9
H&S Committee Chairperson - OHS 19 (<i>where applicable</i>)
First Aider/s - GSR 3 (Compulsory)
Hazardous Chemical Substance Supervisor - HCS Regulations
Health and Safety Representative - OHS 17(1) (<i>where applicable</i>)
Portable Electrical Equipment Inspector EMR 10
Incident / Accident Investigator - GAR 9(2)
PPE Inspector – GSR 2

OTHER Occupational Health and Safety Specification REQUIREMENTS

ANNEXURE C

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

What	When	Output	Reference information
Awareness training Toolbox talks	Twice a week and before hazardous work is carried out	Attendance Register	
DSTI	Daily before work starts	Signed document	
Health and Safety Committee Meetings	Monthly	Minutes signed by the employer (Contractor) Covering: a) Health and Safety Representative Checklist	
Health and Safety Reports	Monthly	Report covering: a) Incidents/Accidents and Investigations b) Non-conformance	Incident reporting and investigation for The Project

		<ul style="list-style-type: none"> c) Health and Safety Training d) HIRA Updates e) Internal and External Audits 	Client / Client Agent & Contractor form
General Inspections	As per Occupational Health and Safety Specification and OHS Act	Report on Occupational Health and Safety Specification and OHS Act compliance: <ul style="list-style-type: none"> a) Scaffolding b) Lifting Machinery c) Excavations 	
General Inspections	Monthly	Covering: <ul style="list-style-type: none"> a) Firefighting Equipment b) First Aid boxes c) Portable Electrical Equipment d) Ladders e) Vehicle & plant inspections 	
Record keeping	Ongoing	Covering: <ul style="list-style-type: none"> a) General complaints b) Fines c) General incidents d) MSDS e) Surveillance Medicals f) Inspection Register 	
Permits	Before commencement with certain activities	As stipulated by the Occupational Health and Safety Specification and the OHS Act / Construction Regulations	

SAFETY FILE REQUIREMENTS

ANNEXURE D

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

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

14.	Incident Investigation Procedure and Documents
15.	Appointments Letters <u>(Copy of legal appointments and competency/CV/Certificates)</u>
16.	Site Specific Audits and Internal Audits/Inspection Arrangements <u>(Client as well as internal)</u>
17.	Personal Protective Equipment <u>(Proof of issue as well as monthly inspections by supervision)</u>
18.	Workers Welfare Facilities & Waste Management <u>(Plot plan and inspections)</u>
19.	Toolbox Talks <u>(Topics and proof of communication)</u>
20.	Site EHS Meetings Arrangements
21.	Equipment/Tools Inspections Checklist/Registers
22.	Medical Surveillance Certificates
23.	Copy of the Act & WCL2 Forms
24.	MSDS'S of all chemicals that will be used on site (16 Point MSDS as required by law)
25.	Fall Protection Plan

ACKNOWLEDGEMENT OF OHS SPECIFICATION

Name of Company_____

I/We_____

Hereby certify that I/we acquainted ourselves with the Health and Safety Act 85 Of 1993 as well as the Construction Regulations, 2014 and all conditions contained herein as laid down by the State for the carrying out of construction work for which I/We submit our response.

I/We further agree that the State shall recognise no claim from me/us for relief based on allegations that I/We overlooked any tender requirements or failed to consider the purpose of completing the documentation as required.

Signed at _____ On this the _____ Day Of _____ 20__

WITNESS



NAME IN BLOCK LETTERS

For and on behalf of Contractor

Contractors Signature

I.D of Signatory

BASELINE RISK ASSESSMENT OF THE DEMOLITION AND REBUILDING OF FIVE (5) 40M2 HOUSES IN VARIOUS AREAS

HAZARD IDENTIFICATION AND RISK ASSESSMENT													
COMPILED BY		Eric Ngampi											
DATE OF ASSESSMENT		22 MAY 2025											
SCOPE OF WORK		Demolition and Rebuilding of Five 40m2 houses in various areas in George Municipality.											
REVIEW DATE		EVERY ONE (1) YEAR OR AFTER REPORTABLE INCIDENT OR CHANGE IN SCOPE OF WORK.											
		 											
<div> <div>5</div> <div>Almost certain to inevitable</div> </div> <div> <div>4</div> <div>Probable</div> </div> <div> <div>3</div> <div>Improbable</div> </div> <div> <div>2</div> <div>Less than even a chance</div> </div> <div> <div>1</div> <div>Highly improbable</div> </div> <div> <div>0</div> <div>Not probable</div> </div>		<div>5</div> <div>Fatal</div>		<div>4</div> <div>Permanently disabling injury</div>		<div>3</div> <div>Likely to be absent for more than 14 days</div>		<div>2</div> <div>Medical recovery within 14 days</div>		<div>1</div> <div>First aid only</div>		<div>0</div> <div>Near misses</div>	
Severity index injury /disease													
Probability Index													
		<div> <div>5</div> <div>No production for at least 12 months</div> </div> <div> <div>4</div> <div>Loss of 1 month or more</div> </div> <div> <div>3</div> <div>Loss of 1 week in production</div> </div> <div> <div>2</div> <div>Loss of 1 day in production</div> </div> <div> <div>1</div> <div>Loss of half day in production</div> </div> <div> <div>0</div> <div>No loss of time but production affected by shock of employees</div> </div>											
Severity index (Production)													
		<div>5</div> <div>Permanent effects</div>		<div>4</div> <div>Long term > 2 years</div>		<div>3</div> <div>Medium – 6 months to 12 months</div>		<div>2</div> <div>Short term 1 day to six (6) months</div>		<div>1</div> <div>Insignificant effect</div>		<div>0</div> <div>No aspect or impact</div>	
Severity index due to Environment													
		<div>5</div> <div>Greater than R500 000.00</div>		<div>4</div> <div>R100 000. 00 – R499 999.00</div>		<div>3</div> <div>R10 000.00 – R99 999.00</div>		<div>2</div> <div>R1 000.00 – R9 999.00</div>		<div>1</div> <div>R0 – R999.00</div>		<div>0</div> <div>No cost involved</div>	
Severity index (Financial impact)													
Frequency index		<div>5</div> <div>Hazards permanently present</div>		<div>4</div> <div>Hazards arises every week</div>		<div>3</div> <div>Hazards arises every month</div>		<div>2</div> <div>Hazards arises every year</div>		<div>1</div> <div>Hazards arises every five (5) years</div>		<div>0</div> <div>No hazards exists</div>	
Priority of Action		<div> <div>A</div> <div>75 – 100%</div> <div>Immediate</div> </div> <div> <div>B</div> <div>60 – 74%</div> <div>Within 1 week</div> </div> <div> <div>C</div> <div>45 – 59%</div> <div>Within 1 month</div> </div>											
Action to be taken		<div>Training, Safe Work Practice, Method Statements & detailed action plans</div> <div>Training, Safe Work Practice, Method Statements & detailed action plans</div> <div>Training, Safe Work Practice, Method Statements & detailed action plans and registers</div>											

BASELINE RISK ASSESSMENT OF THE DEMOLITION AND REBUILDING OF FIVE (5) 40M2 HOUSES IN VARIOUS AREAS

				D30 – 44%				Within 6 months		Training and Safe Operating Procedures	
				E15 – 29%				Within 12 months		Training	
				F0 – 14%				As reasonable		Training	
Ref No.	Sequence of Activity in Action	Hazards (Safety, and Health environment)	Risk rating E (L + C)				Control Measure	Control Effectiveness Rating			
			Exposure (E)	Likelihood (L)	Consequence (C)	Risk Rating		Control Type	Control effectiveness rating		
1.	Location, exposing and protection of known and unknown existing services	Tele communication lines, underground Water and sewage. Overhead and underground power lines and any other Services. Possible damage to property e.g. water line or electrical supply which could also Lead to disruption of municipal services.	3	3	5	24	To obtain relevant drawings. <ul style="list-style-type: none">• Prepare a risk assessment and safe work procedures and or method statement• Locate and identify existing services• Expose and safeguard services.• Competent supervision and adequate pre task Training required.• Supervisors must use as built drawing to locate existing services• All excavations open overnight / non-working days to be barricaded or fenced at least 1 meter in height.• Limit the length of open excavations by implementing methods statement that reduces the exposure to danger.	Administrative	Satisfactory		
2.	Site Establishment	Damage to Construction equipment, Vehicles, heavy lifting equipment etc.	2	3	4	14	<ul style="list-style-type: none">• The principal contractor will be required to develop and submit prior to commencement of work a risk assessment, health and safety plan, the method statements and all relevant supporting	Administrative	Satisfactory		

BASELINE RISK ASSESSMENT OF THE DEMOLITION AND REBUILDING OF FIVE (5) 40M2 HOUSES IN VARIOUS AREAS

		Damage to overhead electrical or Telecommunication lines. Damage to property of client. Construction vehicles crashes with site personnel causing injuries and fatal accidents.					<ul style="list-style-type: none"> documentation to ensure that all overall activities are properly planned. When using lifting equipment and cranes to assist with site establishment, ensure that all relevant risk assessments and method statements are conducted & employees are briefed on the risks involved. Use competent employees to fulfil functions during The activities. Ensure that sites are suitably and sufficiently fence off and provided with controlled access points to Prevent the entry of unauthorized persons. 		
3.	Hazardous Chemical Substances	Exposure to diesel exhaust emissions inhalation resulting to an occupational illness	4	2	3	20	<ul style="list-style-type: none"> Formal risk-based selection and acceptance process to be implemented for all new and modified light vehicles and mobile equipment (before the vehicle or equipment is used on site). Before any employee is allowed to use HCS, they must be provided with training, warned about possible hazards as per MSDS. Correct and relevant PPE should be issued and wearied to mitigate any possible risk. Preventative maintenance programme to be implemented for all mobile equipment and light vehicles to minimise emissions. Pre – use inspections to be carried out by drivers / operators. Use of PPE instances where all has been implemented and there is still significant level of risk. Ensure employees are provided with PPE 	Administrative and the use of PPE	Good
		Cement mix and concrete splashes into the eyes of the	2	4	3	14		PPE	Good

BASELINE RISK ASSESSMENT OF THE DEMOLITION AND REBUILDING OF FIVE (5) 40M2 HOUSES IN VARIOUS AREAS

		employees, leading to eye injuries.							
4.	Electricity	Electrical shock due to contact with live electrical wire	3	5	3	24	<ul style="list-style-type: none"> Develop detailed method statement and ensure that it is implemented. Exclusion zones to be created with rigid barriers and warning signs No machine to be operated in an area where any part of machine or equipment can make contact with electrical wire. All persons to be provided with training in the hazards associated with live electrical wire. Provide employees with relevant PPE 	Combination of Administrative process and PPE	Satisfactory
	Electricity	Electrical shock or electrocution due to the use of unsafe electrical equipment (including generators)	3	5	3	24	<ul style="list-style-type: none"> Electrical equipment to be inspected by an authorised operator or user on a daily basis prior to use. Details of these inspections to be recorded in a register which will be kept on site at all times. 	Administrative	Satisfactory
	Electricity	Electrical shock or electrocution due to contact with live overhead power lines	3	5	3	24	<ul style="list-style-type: none"> Truck operator's needs to be mindful of overhead electrical wires. Before any mobile equipment is mobilised to a work site, an assessment should be carried out in order to clearly identify any overhead power lines. 	Administrative	Satisfactory
5.	Excavation	The caving – in of the soil especially if the soil is not cohesive	5	4	5	45	<ul style="list-style-type: none"> All excavation work to be properly planned taking site-specific conditions and hazards into consideration. Excavation sides to be suitably battered, benched or shored in accordance with the recommendations made by ER and CHSA. Caution needs to be applied, for example, the excavated soil should not be stockpiled on the edge of the trench. Heavy construction vehicles should 	Administrative	satisfactory

BASELINE RISK ASSESSMENT OF THE DEMOLITION AND REBUILDING OF FIVE (5) 40M2 HOUSES IN VARIOUS AREAS

						<ul style="list-style-type: none"> not be allowed to drive on the edges of the trench. The trench should be inspected after the rain to ensure that it is still safe and before people are allowed to work on it even if there was no rain. Trenches should not be open far too long, the Principal Contractor must ensure that the trenches are closed as soon as they are inspected by the Engineer and being deemed fit for purpose. 		
6.	Ladder: to gain access to deep excavations	Falling from the ladder leading to injuries	3	3	3	18	Administrative	Good
7.	Concrete Mixing using manual labour and mechanical means	Noise, dust and slippery surfaces	3	3	5	24	Engineering and administrative	Good
8.	Concrete pouring using mechanical means	Falling objects Slippery surfaces Concrete coming to contact with skin Splashes of concrete entering eye	3	3	5	24	Engineering and administrative	Good
9.	Erecting working platforms	Poor manual handling leading to sprains, strains and fractures.	4	3	5	32	Administrative	Good
10.	Moving bricks and	Poor terrain	4	3	5	32	Administrative	good

BASELINE RISK ASSESSMENT OF THE DEMOLITION AND REBUILDING OF FIVE (5) 40M2 HOUSES IN VARIOUS AREAS

	blocks for employees	Incorrect type of trolley to lift bricks and blocks Repetitive lifting of bricks and blocks Increased load of new modular bricks and blocks.					<ul style="list-style-type: none"> Introduce the lifting machinery to avoid accidents to employees 		
11.	Drilling and grinding	flying particles that can cause asthma	4	3	5	32	Machine guard to be fitted and ensure that the machine is working properly. Inspection and pre checks to be conducted before using any driven machine.	Engineering and administrative	Satisfactory
12.	Welding	Fumes that can cause asthma	2	4	5	18	Provide personal protective equipment, ensure that the area is ventilated if the operation is taking place in-house.	Administrative and PPE	Satisfactory
13.	Improper stacking and storage	Material falls due to improper stacking causing injuries to persons, heavy concrete pipes rolling if stacked incorrectly causing damage to property and injuries to persons on site.	3	4	4	24	Stacking should be supervised by competent person. Best stacking practices should be applied. Training for those responsible for discharging this duty should be provided.	Administrative	Good
14.	Loading and offloading	Back injuries	3	3	6	27	Train employees on safe lifting techniques, reduce the weight of items to be lifted and use the mechanical to lift heavy items.	Administrative	Satisfactory
15.	Working with ladders	Falling	4	4	4	32	Ladders are to be inspected before commencement of work, ladders are to be securely fixed tied down below and above. Workers to be trained for safe use of ladders.	Administrative	Good
16.	Pouring blinding using ready mix truck	Ready mix truck too close to the edges of the excavation, risk of truck toppling into the	2	3	5	16	Operators to be trained about the hazards associated with driving the truck too close from the edges of the excavation. Excavations to be barricaded and signage's to be erected.	Administrative and Engineering solution	Good

BASELINE RISK ASSESSMENT OF THE DEMOLITION AND REBUILDING OF FIVE (5) 40M2 HOUSES IN VARIOUS AREAS

		excavation and compromising the strength of the excavation.							
17.	Use of Cranes to lift and off load heavy objects	Crane falling over or accidentally releasing the load	3	4	5	27	Operator and Risk Assessor to inspect the ground conditions. Crane to stand on the firm ground, safe work procedure to be communicated with crane operator. Strong winds to be observed with caution and the decision be taken on whether it is safe to use the crane or not.	Administrative	Satisfactory
18.	Working on adverse weather conditions	Thunder and lightning causing injuries and fatalities	3	4	5	27	Employees should not be allowed to work on severe weather conditions, especially working with steel and corrugated iron. Work should be halted as soon as the weather changes and the rain start falling down.	Administrative	Satisfactory
19.	Compaction with mechanical equipment. Use of jack hammers.	Vibration which may lead to muscular skeleton injuries, low back disorder	2	5	4	18	Regular intervals to be taken and rotation of employees to reduce exposure to danger.	Administrative and Engineering	Satisfactory
20.	Mechanical Machinery	Noise will be generated by construction plant which will lead to noise induced hearing loss	2	2	3	10	Principal Contractor to provide PPE (Ear Protection). Workers should be rotated to reduce exposure. Noise must be measured and if found to be in excess of 85 decibels, the contractor must provide means to mitigate the impact.	Engineering and administrative	Satisfactory
21.	Movement of construction plant will generate dust	Inhalation of dust leading to chest problems like asthma.	3	3	4	21	The Principal Contractor must ensure that the dust generation is suppressed by means of watering the area. Provide the PPE such as Dust mask to mitigate the impact. Medical surveillance must be conducted before the commencement of the project and after the project.	Engineering and administrative control	Good

BASELINE RISK ASSESSMENT OF THE DEMOLITION AND REBUILDING OF FIVE (5) 40M2 HOUSES IN VARIOUS AREAS

22.	Microbiological bacterium	Exposure to bacterium hazards associated with portable chemical toilets and ablution facilities.	2	2	5	14	Units to be serviced regularly. Units to be inspected and cleaned daily. Water and soap to be provided to enable employee's to wash their hands, Hygiene practice.	Administrative	Good
23.	Environmental pollution	Spillage of chemicals polluting the soil. Release of excessive smoke polluting the air.	2	3	4	14	The principal contractor must put the pan under the vehicles whenever there is leak. All pollution incidents must be reported to relevant authorities.	Administrative	Good
24.	Lime	Possible stabilisation agent in sub base layer. Can cause respiratory problems.	2	2	3	10	Provide PPE to mitigate the impact.	Use PPE as the last resort	Effective
25.	Public traffic making use of the main road during construction period.	Speeding vehicles may crush employees. Motorist may damage delineators and cause damage to their own cars.	4	5	5	40	Stop and go control required for shoulder and lane closure during the construction of the road. Flag man / ladies should reduce the usage of cell phones during working hours, because it distract their focus. Ensure that traffic accommodation plans are implemented.	Engineering and administrative measures.	Satisfactory
26.	Thermal heat	Working at extreme weather conditions can lead to heat stroke, dehydration, and fatigue	2	2	5	14	Adequate water supply, ensure workers are medically fit for the type of activity that they may be exposed to.	Administrative	Satisfactory
27.	Stacking and storage	Stacking and storage of storm water pipes on site could prove problematic and if rolled down hills could cause severe damage.	4	2	4	24	Adequate supervision will be needed. The Principal Contractor is advised to take the terrain factor into consideration when stacking and storage of heavy pipes is done.	Administrative and Engineering solutions	Satisfactory

BASELINE RISK ASSESSMENT OF THE DEMOLITION AND REBUILDING OF FIVE (5) 40M2 HOUSES IN VARIOUS AREAS

28.	Sloping ground	Falling / rolling objects injuring persons and causing damage to property	4	4	3	28	Maintain good housekeeping, remove trip hazards keep site tidy.	Administrative	Satisfactory
29.	Overhead and underground power cables	Electrocution which can cause injury to persons or even fatality.	4	4	3	28	<ul style="list-style-type: none"> Determine the location of underground services If underground power cables are in the vicinity, exercise extreme while excavating. Communicate with relevant stakeholders such as Eskom 	Engineering, Administrative	Good
30.	Mistakes in operation by employees and operators	Lack of training leads to mistakes, use of equipment incorrectly	4	5	4	36	<ul style="list-style-type: none"> All employees on site to be properly inducted Competent supervision to be provided on site 	Administrative	Good
31.	community personnel meeting construction activities	Community Personnel crashed or collide with construction vehicles	4	4	3	28	<ul style="list-style-type: none"> Provide hoarding to separate WORKING SPACE from COMMUNITY. Provide induction training to make COMMUNITY personnel aware about the hazards and risks associated with construction activities 	Administrative and Engineering	Good
32.	Working at elevated positions	<ul style="list-style-type: none"> Falling objects Employees not hooking safety harnesses Dropping material from height Use of employees who are not trained to 	4	5	5	40	<ul style="list-style-type: none"> Provide induction training Fall protection plan must address prevailing conditions on site Provide fall arrest / restraint to prevent falling from height Fall arrest or restraint to be inspected before use Anchorage points must be certified by a competent person before use Competent fall protection developer to be appointed 	Administrative and Engineering	Effective

BASELINE RISK ASSESSMENT OF THE DEMOLITION AND REBUILDING OF FIVE (5) 40M2 HOUSES IN VARIOUS AREAS

		<ul style="list-style-type: none"> work at elevated position. ✓ No fall protection plan in place ✓ Lack of supervision ✓ Fall protection plan not implemented 							
33.	Structures	<ul style="list-style-type: none"> ✓ Use of incompetent personnel to supervise work ✓ Disregard of designs ✓ Structure not inspected as legislated 	3	4	4	24	<ul style="list-style-type: none"> ✓ Qualified Engineers must be on site to supervise student Engineers ✓ Structure design to always be available on site ✓ Client to ensure that quality assurance is adhered in a form of inspections and testing of concrete cubes to ensure that the structure is constructed according to designs and specifications 	Administrative	Effective
34.	Temporary works	<ul style="list-style-type: none"> ✓ Temporary works not designed by Qualified Engineer ✓ Temporary works not being signed off by Engineer before use 	5	4	4	40	<ul style="list-style-type: none"> ✓ Qualified Temporary Work Designer must be appointed to design, inspect and approve temporary works ✓ Temporary work structure must be inspected and must be declared fit for purpose before use. ✓ Must have detailed designs available when requested ✓ Erection of temporary work structure must be done by competent employees ✓ Stripping of cured concrete work must be closely monitored by the engineer 	Engineering and administrative	Effective

BASELINE RISK ASSESSMENT OF THE DEMOLITION AND REBUILDING OF FIVE (5) 40M2 HOUSES IN VARIOUS AREAS

		<div>✓ Temporary works erected by incompetent staff</div> <div>✓ Temporary works drawings not signed off by Engineer</div> <div>✓ Temporary work structure not constructed according to design</div> <div>✓ Temporary works stripped before proper curing of the structure is reached</div> <div>✓ Temporary work structure erected on an uneven ground level</div> <div>✓ No solid edge barricading installed around</div>						
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BASELINE RISK ASSESSMENT OF THE DEMOLITION AND REBUILDING OF FIVE (5) 40M2 HOUSES IN VARIOUS AREAS

		temporary work deck ✓ Employees slipping on temporary work decks due to application of release agents							
35	Scaffolding	✓ Scaffolding no being erected in accordance to SANS 10085 standards ✓ Employees working at heights not qualified to work at heights ✓ Employees allowed to work at heights without medical certificate of fitness ✓ No design drawings for special scaffolding	5	4	4	40	✓ Must be designed, inspected and approved by competent person ✓ Must be inspected daily by scaffolding inspector ✓ Must be erected by competent employees who having relevant training on scaffolding erection ✓ Must be signed off to indicate whether the scaffolding is fit for use or not fit for use. ✓ Must have detailed designs available upon request	Engineering and administrative	Effective

BASELINE RISK ASSESSMENT OF THE DEMOLITION AND REBUILDING OF FIVE (5) 40M2 HOUSES IN VARIOUS AREAS

		✓ Scaffolding not inspected daily by competent person							
36.	Asbestos	✓ Ones the 5 asbestos disturbed may cause danger to employees and community	5	4	4	40	✓ Ensure the Asbestos registered contractor from Department of Employment and Labour is managing the removal of all asbestos activities on site. ✓ Ensure the contractor have the disposal certificate.	Engineering and administrative	Effective

1. A risk level is attributed to each circumstance in the following manner

- Low Risk = 1 – 15
- Medium Risk = 16 – 30
- High Risk = 31 – 50

2. Risk Ranking calculation

2.1 Consequence

- Medical Treatment only or less (minor injury) = 2
- Average Lost Time Injury = 4
- Major Injury = 6
- Fatality or Permanent disabling injury = 8

2.2 Probability

- Not likely to occur in our lifetime = A
- Could occur = B
- Has happened = C
- Common Occurrence = D

2.3 Calculation of Risk

- Consequence = probability x frequency

3. Evaluation of results

Activities listed in the high risk zones must be seen as tasks requiring immediate attention. Administration will in most instances solve some of the problems satisfactory, administration would involve training and awareness programmes to educate employees about the hazards and risks associated with their tasks.

An implementation plan must be devised to address the outstanding issues which may need engineering solution or PPE if all attempts fail. The action plan must be cognisance of the specific hazards that need to be eliminated.

4. Assessment Team

The following professionals were involved in the design of this baseline risk assessment for: Demolition and Rebuilding of Five (5) 40m² Houses in Various area in George Municipality.

Eric Nqampi – Pr. CHSA
Dunyiswa Nosana: Can CHSA
Siviwe Dandala: Can CHSA
Sicelo Khuzwayo: CHSO

5. Task Specific Risk Assessment

Should the baseline risk assessment indicate tasks in high-risk zone, a specific task risk assessment must be conducted. The assessment will then target the specific tasks and hazards attached to the identified activity.

6. Required and Existing Control Measures

- Safe Work Procedures
- Training
- Medical Examination
- Supervision
- Risk assessment
- Mitigation measures
- Consequence management

***** END *****



SECTION 37 (2) MANDATORY TO PRINCIPAL CONTRACTOR'S DOING BUSINESS WITH GEORGE MUNICIPALITY

OCCUPATIONAL HEALTH AND SAFETY ACT 85 OF 1993 AND ITS REGULATIONS

All service providers doing business with **GEORGE MUNICIPALITY** will sign section 37 contract that would be exonerating the Municipality from any responsibility arising out of the construction work performed by Principal Contractors.

In terms of section 37 (2) of the Occupational Health and Safety Act 85 of 1993 and its regulations, henceforth referred to as the OHS Act, the provision of section 37 (1) of the same Act apply to service providers henceforth referred to as a Principal Contractor, in as far as, **GEORGE MUNICIPALITY** shall not be responsible or liable for the actions or omissions whatsoever in contravention of the OHS Act taken by employees of the Principal Contractor, in the fulfilment of the contract undertaken by the Principal Contractor.

As an employer in your own right, you, the Principal Contractor are obliged to comply with all the provisions of the OHS Act while on the premises of **GEORGE MUNICIPALITY**. Prior the commencement of the project, the site will be handed over to your possession and all the hazards and risks associated with the activities to be performed will be your responsibility. You shall also be expected to comply with the conditions, health and safety specification of the client and the safety procedures.

GEORGE MUNICIPALITY hereby reserves the right to cause all work undertaken by the Principal Contractor, that is in contravention of the OHS Act and its regulations that has come to the attention of **GEORGE MUNICIPALITY** to cease, until satisfied that such contravention has been rectified within the stipulated time frame set out by the clients representative or by the client himself. Non Compliance to client's specification and the Act will adversely affect future consideration on future projects, while serious non-compliance may lead to immediate termination of the contract.

The Principal Contractor who appoints Principal Contractors will be expected to apply the same rules to his Principal Contractors.

REQUIREMENTS, ARRANGEMENTS AND PROCEDURES FOR SERVICE PROVIDERS / PRINCIPAL CONTRACTOR'S

It is a condition of this contract that your employees, and Contractors, be covered in terms of the Compensation for Occupational Injuries and Diseases Act 30 of 1993 as amended. A copy of a letter of



Good Standing with the Compensation Commissioner or Federated Employers Mutual Assurance (FEMA) shall be attached to the signed copy of this legal document. Furthermore, the Principal Contractor and his Contractors must ensure that the cover does not expire during the execution of the project, nor will the Principal Contractor be in arrears with any payment due to the commissioner or any other documentation required by the Commissioner.

The Principal Contractor agrees to the following Health and Safety rules of **GEORGE MUNICIPALITY**.

- The Principal Contractor shall have available a copy of Health and Safety Act 85 of 1993 on request.
- Client's Health and Safety Specification and a copy of a new construction regulation dated 07 February 2014.
- Any Principal Contractor with more than five (5) employees at any time on the premises shall have available a first aid box with full content.
- A Principal Contractor with ten (10) or more employees shall have at least one competent and valid first aider on the premises at their workplace. Should there be fifty or more employees on the premises a further first aider for every fifty employees or part thereof shall be made available.
- The Principal Contractor undertakes to conduct an internal health and safety audits on monthly bases
- The Principal Contractor shall conduct joint investigation of health and safety incidents involving its employees
- The Principal Contractor will maintain the Health and Safety File taking into consideration design changes that might produce new hazards and risks.
- Principal Contractor will ensure that all his employees have a Medical certificate of fitness as per the requirements of the New Construction Regulation.

INDEMNIFICATION

The Principal Contractor hereby certifies that all contracting workmen recognise the inherent hazards that exist on the premises and will take full responsibility in protecting his employees who might be affected by his actions or omissions.

Hereby indemnifies **GEORGE MUNICIPALITY** against any claims from Principal Contractor's employees and/or from any other person, arising and being caused in the manner set above.



I, _____ on behalf of the Principal Contractor, do hereby declare that my company _____ acknowledge having read and understood the conditions contained in this legal document and furthermore, our employees agree to abide by these conditions.

_____	_____
Name of authorised person from Principal Contractor	Date

_____	_____
Company name	Date

_____	_____
Signature of Municipal Accounting Officer	Date