



TENDER NO.: SC 1443/2013

**BOREHOLE AND IRRIGATION INSTALLATIONS AT VARIOUS SITES
IN THE GREATER GANSBAAI AREA**

PROCUREMENT DOCUMENT

PREPARED AND ISSUED BY:

DIRECTORATE: FINANCE: SCM UNIT
OVERSTRAND MUNICIPALITY
PO BOX 20
HERMANUS
7200

CONTACT:

NAME: **FRANCOIS MYBURG**
TELEPHONE: **028 384 8365**

NAME OF TENDERER:	
Total Bid Price (Inclusive of VAT) (refer to pages 111 to 124):	
COMPLETION PERIOD IN WEEKS:	

JANUARY 2014

KLEINMOND Private Bag X3 Kleinmond; 7195 Tel: 028 271 8100 Fax: 028 271 4678	HERMANUS PO Box 20 Hermanus; 7200 Tel: 028 313 8000 Fax: 028 313 8048	STANFORD PO Box 84 Stanford; 7210 Tel: 028 341 0640 Fax: 028 341 0445	GANSBAAI PO Box 26 Gansbaai; 7220 Tel: 028 384 0111 Fax: 028 384 0241
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TENDER DETAILS					
TENDER NUMBER:	SC1443/2013				
TENDER TITLE:	BOREHOLE AND IRRIGATION INSTALLATIONS AT VARIOUS SITES IN THE GREATER GANSBAAI AREA				
CLOSING DATE:	2014/02/21	CLOSING TIME:	12H00		
SITE MEETING:	DATE: 2014/02/11	TIME:	11H00	COMPULSORY:	YES
SITE MEETING ADDRESS:	OVERSTRAND MUNICIPAL OFFICES, MAIN ROAD, GANSBAAI				
CIDB GRADING REQUIRED:	YES	LEVEL AND CATEGORY:	2SH		
BID BOX NO:	2	SITUATED AT: Overstrand Municipal Building, Magnolia Avenue, Hermanus. The bid box is generally open 24 hours a day, 7 days a week.			
OFFER TO BE VALID FOR:	90	DAYS FROM THE CLOSING DATE OF BID.			

TENDERER DETAILS			
NAME OF TENDERER:			
NAME OF CONTACT PERSON:			
PHYSICAL ADDRESS:		POSTAL ADDRESS:	
TELEPHONE #:		FAX NO.:	
E-MAIL ADDRESS:			

TENDER AMOUNT (INCLUDING VAT) :	
DATE:	
SIGNATURE OF TENDERER:	
CAPACITY UNDER WHICH THIS BID IS SIGNED:	

PLEASE NOTE:
1. Tenders that are deposited in the incorrect box will not be considered.
2. Tender box deposit slot is 28cm x 2.5cm.
3. Mailed, telegraphic or faxed tenders will not be accepted.
4. If the bid is late, it will not be accepted for consideration.
5. Bids may only be submitted on the Bid Documentation provided by the Municipality.

ENQUIRIES MAY BE DIRECTED TO:		
	ENQUIRIES REGARDING BID PROCEDURES	TECHNICAL ENQUIRIES
CONTACT PERSON:	BLAKE D'OLIVEIRA	FRANCOIS MYBURGH
TEL. #	028 313 5016	028 384 8365

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



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

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1. TENDER NOTICE & INVITATION TO TENDER

TENDER NO. SC 1443/2014

BOREHOLE AND IRRIGATION INSTALLATIONS AT VARIOUS SITES IN THE GREATER GANSBAAI AREA

Tenders are hereby invited for: **Borehole and Irrigation Installations at Various Sites in the Greater Gansbaai Area.**

Tender documents, in English, are obtainable from **Friday, 31 January 2014**, at the offices of the Supply Chain Management Unit, Overstrand Municipality, Magnolia Avenue, Hermanus, Tel. 028 313 8064 from Ms. Rita Neethling between 08h30 and 15h30, upon payment of a **tender participation fee of R520.00 per set**. Alternatively the document can be downloaded from the website: www.overstrand.gov.za

Sealed tenders, with “**Tender No. SC 1443/2014: “Borehole and Irrigation Installations at Various Sites in the Greater Gansbaai Area.”**” clearly endorsed on the envelope, must be deposited in **Tender Box No. 2** at the offices of the Overstrand Municipality, Magnolia Avenue, Hermanus. Tenders may only be submitted on the tender documentation provided by the Municipality.

The closing date and time of the tender is on 21 February 2014 at 12h00 and tenders will be opened in public immediately thereafter in the Committee Room, Hermanus Administration.

A compulsory information session will be held at 11h00 on Tuesday 11 February 2014, at the Gansbaai Municipal Offices, Main Road, Gansbaai.

Tenderers should have an estimated CIDB contractor grading of at least 2SH or higher.

Tenders must be valid for 90 days after the closing date. Tenders shall be evaluated in terms of the Preferential Procurement Regulations, 2011 and bidders may claim preference points in terms of their B-BBEE status level of contribution

The Overstrand Municipality does not bind itself to accept the lowest or any Tender and reserves the right to accept any tender, as it may deem expedient. Tenders are subject to the Standard Conditions of Tender and the Supply Chain Management Policy of the Overstrand Municipality.

Please refer technical enquiries to Mr. F Myburgh at telephone number: 028 384 8365.

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2. CLARIFICATION MEETING CERTIFICATE

I / We*, the undersigned, certify that I / we* have examined the Site for the Works and its surroundings for which I / we* am / are* submitting this Tender and have, as far as practicable possible, familiarized myself / ourselves* with all information, risks, contingencies and other circumstances which may influence or affect my / our* tender.

* Delete whichever is inapplicable

NAME & SURNAME			
CAPACITY			
NAME OF FIRM			
ADDRESS			
TELEPHONE NO		FAX NO:	
E-MAIL		SIGNATURE	

SIGNED FOR AND ON BEHALF OF OVERSTRAND MUNICIPALITY	
NAME AND SURNAME	
DATE	



3. AUTHORITY TO SIGN A BID

1. COMPANIES AND CLOSE CORPORATIONS

1.1. If a Bidder is a **COMPANY**, a certified copy of the resolution by the board of directors, duly signed, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company **must be submitted with this bid**, that is, before the closing time and date of the bid

1.2. In the case of a **CLOSE CORPORATION (CC)** submitting a bid, a **resolution by its members**, authorizing a member or other official of the corporation to sign the documents on their behalf, **shall be included with the bid**.

PARTICULARS OF RESOLUTION BY BOARD OF DIRECTORS OF THE COMPANY / MEMBERS OF THE CC

Date Resolution was taken	
Resolution signed by (name and surname)	
Capacity	
Name and surname of delegated Authorised Signatory	
Capacity	
Specimen Signature	

Full name and surname of ALL Director(s) / Member (s)			

Is a CERTIFIED COPY of the resolution attached?	YES		NO	
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SIGNED ON BEHALF OF COMPANY / CC:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	



2. SOLE PROPRIETOR (SINGLE OWNER BUSINESS)

I, _____, the undersigned, hereby confirm that I am the sole owner of the business trading as _____

SIGNATURE:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

3. PARTNERSHIP

We, the undersigned partners in the business trading as _____ hereby authorize Mr/Ms _____ to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract for and on behalf of the abovementioned partnership.

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner	Signature

SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

4. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule must be completed by JOINT VENTURES

We, the undersigned, are submitting this tender offer in joint venture and hereby authorize Mr./Ms. _____

 authorized signatory of the Company/Close Corporation/Partnership (name) _____
 _____, acting in the capacity of lead partner, to
 sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

(i) Name of firm (Lead partner)			
Address			
			Tel. No.
Signature		Designation	

(ii) Name of firm			
Address			
			Tel. No.
Signature		Designation	

(iii) Name of firm			
Address:			
			Tel. No.
Signature		Designation	

(iv) Name of firm			
Address			
			Tel. No.
Signature		Designation	

NOTE: A copy of the Joint Venture Agreement showing clearly the percentage contribution of each partner to the Joint Venture, shall be appended to this Schedule.

5. STANDARD CONDITIONS OF TENDER

F.1 General**F.1.1 Actions**

F.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

F.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

- Note:**
- 1)** A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.
 - 2)** Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

F.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.

F.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

F.1.3 Interpretation

F.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.

F.1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

F.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 organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis

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- 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; and
- 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
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- f) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

F.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.

F.1.5 The employer's right to accept or reject any tender offer

F.1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

F.1.5.2 The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

F.1.6 Procurement procedures

F.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.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.

F.1.6.2 Competitive negotiation procedure

F.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 F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

F.1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.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.

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F.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh 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.

F.1.6.2.4 The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after tenderers have been requested to submit their best and final offer.

F.1.6.3 Proposal procedure using the two stage-system

F.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.

F.1.6.3.2 Option 2

F.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.

F.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.

F.2 Tenderer's obligations

F.2.1 Eligibility

F.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.

F.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.

F.2.2 Cost of tendering

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 complies with requirements.

F.2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

F.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.

F.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.

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F.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.

F.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.

F.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

F.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.

F.2.10 Pricing the tender offer

F.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 14 days before the closing time stated in the tender data.

F.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

F.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.

F.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.

F.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. Erasures and the use of masking fluid are prohibited.

F.2.12 Alternative tender offers

F.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.

F.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

F.2.13 Submitting a tender offer

F.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, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

F.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.

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- F.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.
- F.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.
- F.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.
- F.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.
- F.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.
- F.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.
- F.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.
- F.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.
- F.2.15 Closing time**
 - F.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.
 - F.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.
- F.2.16 Tender offer validity**
 - F.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.
 - F.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.
 - F.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.
 - F.2.16.4** Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".
- F.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

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(or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: Sub-clause F.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.

F.2.18 Provide other material

F.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preference arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

F.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

F.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 F.2.20 Submit securities, bonds, policies, etc. 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.

F.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.

F.2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

F.2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

F.3 The employer's undertakings

F.3.1 Respond to requests from the tenderer

F.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

F.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three days

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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 drew documents.

F.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.

F.3.4 Opening of tender submissions

F.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.

F.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, preferences claimed and time for completion for the main tender offer only.

F.3.4.3 Make available the record outlined in F.3.4.2 to all interested persons upon request.

F.3.5 Two-envelope system

F.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.

F.3.5.2 Evaluate the quality 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 quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

F.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.

F.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.

F.3.8 Test for responsiveness

F.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.

F.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:

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- 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.

F.3.9 Arithmetical errors, omissions and discrepancies

F.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.

F.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 F.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.

F.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.

F.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.

F.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.

F.3.11 Evaluation of tender offers

F.3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

F.3.11.2 Method 1: Financial offer

In the case of a financial offer:

- a) Rank tender offers from the most favourable to the least favourable comparative offer.
- b) Recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.

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- c) Re-rank all tenderers should there be compelling and justifiable reasons not to recommend the highest ranked tenderer and recommend the highest ranked tenderer, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated.

F.3.11.3 Methods 2: Financial offer and preference

In the case of a financial offer and preferences:

- a) Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of F.3.11.7 and F.3.11.8.
- b) Calculate the total number of tender evaluation points (*TEV*) in accordance with the following formula:

$$TEV = NFO + NP$$

Where:

NFO is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

Np is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated

F.3.11.4 Method 3: Financial offer and quality

In the case of a financial offer and quality:

- a) Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of F.3.11.7 and F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points (*TEV*) in accordance with the following formula:

$$TEV = NFO + NQ$$

Where:

NFO is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

NQ is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated.

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F.3.11.5 Method 4: Financial offer, quality and preferences

In the case of a financial offer, quality and preferences:

- a) Score each tender in respect of the financial offer made, preference claimed, if any, and the quality offered in accordance with the provisions of F.3.11.7 to F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points (*TEV*) in accordance with the following formula, unless otherwise stated in the Tender Data:

$$TEV = NFO + NP + NQ$$

Where:

NFO is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

NP is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

NQ is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated.

F.3.11.6 Decimal places

Score financial offers, preferences and quality, as relevant, to two decimal places.

F.3.11.7 Scoring Financial Offers

Score the financial offers of remaining responsive tender offers using the following formula:

$$NFO = W1 \times A$$

Where:

NFO is the number of tender evaluation points awarded for the financial offer.

W1 is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.

A is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

Table F.1: Formulae for calculating the value of A

Formula	Comparison aimed at achieving	Option 1a	Option 2a
1	Highest price or discount	$A = (1 + \frac{(P-P_m)}{P_m})$	$A = P/P_m$
2	Lowest price of percentage commission/fee	$A = (1 - \frac{(P-P_m)}{P_m})$	$A = P_m/P$
<ul style="list-style-type: none"> • <i>P_m</i> is the comparative offer of the most favourable comparative offer • <i>P</i> is the comparative offer of the tender offer under consideration 			

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F.3.11.8 Scoring preferences

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences. Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

F.3.11.9 Scoring quality

Score each of the criteria and sub-criteria for quality in accordance with the provisions of the Tender Data.

Calculate the total number of tender evaluation points for quality using the following formula:

$$NQ = W2 \times SO / MS$$

Where:

SO is the score for quality allocated to the submission under consideration;

MS is the maximum possible score for quality in respect of a submission; and

W2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

F.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.

F.3.13 Acceptance of tender offer

Accept the tender offer, if in the opinion of the employer, it does not present any unacceptable commercial risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

F.3.14 Prepare contract documents

F.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the employer and the successful tenderer.

F.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

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F.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.

F.3.16 Notice to unsuccessful tenderers

F.3.16.1 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

F.3.16.2 After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

F.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.

F.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.

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6. GENERAL CONDITIONS OF TENDER

1. Sealed tenders, with the “**Tender Number and Title**” clearly endorsed on the envelope, must be deposited in the **tender box indicated** at the offices of the Overstrand Municipality, Magnolia Avenue, Hermanus.
2. The tender must be lodged by the Tenderer in the tender box in the Main Cash Hall, Hermanus Municipal Offices, Magnolia Avenue, Hermanus

PLEASE NOTE:

- 2.1. Tenders that are deposited in the incorrect box will not be considered.
 - 2.2. Tender box deposit slot is 28cm x 2.5cm.
 - 2.3. Mailed, telegraphic or faxed tenders will not be accepted.
 - 2.4. Documents may only be completed in black ink.
 - 2.5. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
 - 2.5.1. Alterations or deletions not signed by the Tenderer may render the tender invalid.
 - 2.6. All bids must be submitted in writing on the official forms supplied (not to be re-typed)
 - 2.7. All prices shall be quoted in South African currency and be **INCLUSIVE of VAT**.
3. Any Tender received after the appointed time for the closing of Tenders shall not be considered but shall be filed unopened with the other Tenders received or may be returned to the Tenderer at his request.
 4. Tenders may not be telefaxed to the Municipality and therefore any tenders received by fax will **not** be considered.
 5. A separate Tender box is provided for the reception of Tenders and no Tender will be considered which, subsequent to the closing hour for Tenders, may be found in another box.
 6. Tenders shall be opened in public at the Hermanus Municipal Offices as soon as possible after the closing time for the receipt of tenders.
 7. The Municipality shall have the right to summarily disqualify any Tenderer who, either at the date of submission of this tender or at the date of its award, is indebted to the Municipality in respect of any rental, levies, rates and/or service charges; ALTERNATIVELY;
 - 7.1. That an agreement be signed whereby the Tenderer agrees that a percentage or fixed amount at the discretion of the Municipality, be deducted from payments due to him for this tender, until the debt is paid in full.
 - 7.2. The tenderer shall declare **all** the Municipal account numbers in the Overstrand Area for which the enterprise or the proprietors or directors in their personal capacity is/ are responsible or co-responsible.
 8. This bid will be evaluated and adjudicated according to the following criteria:
 - 8.1. Relevant specifications
 - 8.2. Value for money
 - 8.3. Capability to execute the contract
 - 8.4. PPPFA & associated regulations
 - 8.5. _____ *[insert any other criteria]*

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9. Invoices

All invoices must be forwarded to the following address:

Overstrand Municipality
PO Box 20
Hermanus, 7200

10. Value-Added Tax (VAT)

- 10.1. Tax invoices are to comply with the requirements as contained in the Value Added Tax Act, Act 89 of 1991. The content of the invoice must contain sufficient information for audit purposes.
- 10.2. It is a requirement of this contract that the amount of value-added tax (VAT) must be shown clearly on each invoice.
- 10.3. The amended Value-Added Tax Act requires that a Tax Invoice for supplies in excess of R3,000 should, in addition to the other required information, also disclose the VAT registration number of the recipient, with effect from 1 March 2005.
- 10.4. The VAT registration number of the Municipality is 4140106396.

11. Standard Payment Terms

- 11.1. All money owed by the municipality must be paid within 30 calendar days of receiving the relevant invoice or statement, unless prescribed otherwise for certain categories of expenditure.
- 11.2. Payment Cycles for the first 12 months of business with the Overstrand Municipality to Survivalist enterprises / Micro-enterprises
- 11.3. Survivalist enterprises / Micro-enterprises are entitled to a weekly payment cycle by the municipality.
- 11.4. In order to qualify for a weekly payment, a supplier must be classified as a Survivalist enterprises / Micro-enterprises on the Municipality's supplier database.
- 11.5. A weekly payment to Survivalist enterprises / Micro-enterprises is not a right in terms of this policy. Survivalist enterprises / Micro-enterprises may request such payments which may be made at the discretion of the Municipality.

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7. CONTRACT DATA

The Conditions of Contract are the General Conditions of Contract for Construction Works (2nd Edition 2010) published by the South African Institution of Civil Engineering (SAICE). Copies of these conditions of contract may be obtained from the SAICE Tel No.: (0)11 805 5947.

The General Conditions of Contract for Construction Works make several references to the Contract Data. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.

Each item of data given below is cross-referenced to the clause in the General Conditions of Contract for Construction Works to which it mainly applies.

DATA PROVIDED BY THE EMPLOYER

Clause	Description
1.1.1.13	The Defects Liability Period is twelve (12) months measured from the date of the Certificate of Completion.
1.1.1.15	The Employer is OVERSTRAND MUNICIPALITY
1.2.1.2	The Employer's address for receipt of communications and notices is : Telephone: +27 (0)28 384 8365 E-mail : fmyburgh@overstrand.gov.za Address (Physical):Overstrand Municipal Building, Magnolia Avenue , HERMANUS
4.3.2	If required, and for the duration of this contract, the Contractor shall provide proof to the Engineer that the Contractor is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in this Contract. Failure to provide such proof shall entitle the Employer to withhold any payments due to the Contractor until such proof is provided.
4.4.1	The Contractor shall not subcontract the whole contract.
4.4.2	The Contractor shall be liable for the acts, defaults and negligence of any subcontractor, his agents or employees as fully as if they were the acts, defaults or negligence of the Contractor.
4.4.3	The contractual relationship between the Contractor and any subcontractors selected by the Contractor in consultation with the Employer in accordance with the requirements of and a procedure set out in the Scope of Work, shall be the same as if the Contractor had appointed the subcontractor in terms of Clause 4.4.2.
4.4.4	Any appointment of a subcontractor in accordance with Clause 4.4.3 shall not amount to a contract between the Employer and the subcontractor, or a responsibility or liability on the part of the Employer to the subcontractor and shall not relieve the Contractor from any liability or obligation under the contract.
4.4.5	In the event of termination of the contract under Clause 9.2, the subcontract in terms of Clause 4.4.3 shall be assigned to the Engineer upon such an instruction by the Employer.
5.3.1	The documentation required before commencement with the Works execution is: 1. Performance Guarantee 2. Letter of Good Standing 3. Insurance 4. Initial Programme 5. Occupational Health and Safety Agreement 6. Occupational Health and Safety Plan
5.3.2	The time to submit documentation from commencement date is fourteen (14) days

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Clause	Description																								
5.4.2	<p>Access to and possession of the site shall not be exclusive to the Contractor insofar as the provisions of Clause 4.8 apply and where ongoing use by the general public is required.</p> <p>The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the site</p>																								
5.8.1	<p>The non-working days are Sundays</p> <p>The special non-working days are:</p> <ol style="list-style-type: none"> All Gazetted public holidays falling outside the year-end break The year-end break as promulgated by SAFCEC 																								
5.12.2.2	<p>No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal climatic conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature. However, in the event that delays to critical activities exceed the number of working days listed below for each month, then abnormal climatic conditions shall be deemed to exist and an extension of time be claimed in accordance with the provisions of Clause 5.12.</p> <p>The number of days indicated below shall be regarded as a fair estimate of the days to be anticipated and allowed for as described above:</p>																								
5.12.2.2 cont/...	<table> <tbody> <tr> <td>January</td> <td>2 days</td> </tr> <tr> <td>February</td> <td>2 days</td> </tr> <tr> <td>March</td> <td>2 days</td> </tr> <tr> <td>April</td> <td>2 days</td> </tr> <tr> <td>May</td> <td>2 days</td> </tr> <tr> <td>June</td> <td>4 days</td> </tr> <tr> <td>July</td> <td>4 days</td> </tr> <tr> <td>August</td> <td>4 days</td> </tr> <tr> <td>September</td> <td>4 days</td> </tr> <tr> <td>October</td> <td>2 days</td> </tr> <tr> <td>November</td> <td>2 days</td> </tr> <tr> <td>December</td> <td>2 days</td> </tr> </tbody> </table> <p>Claims for delays for abnormal climatic conditions shall be accompanied by substantiating facts and evidence, which shall be submitted timeously as each day or half-day is experienced.</p> <p>It shall be noted that where the critical path is not affected, no extension of time for abnormal climatic conditions or for any other reason will be entertained.</p>	January	2 days	February	2 days	March	2 days	April	2 days	May	2 days	June	4 days	July	4 days	August	4 days	September	4 days	October	2 days	November	2 days	December	2 days
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5.13.1	The penalty for failing to complete the Works is R2 000-00 per calendar day																								
5.16.3	The latent defects period is 10 years.																								
6.2.1	<p>The Contractor shall deliver to the Employer within such time as may be stated in the Contract Data, a Performance Guarantee of an Insurance Company or Bank as security. The said Insurance Company or Bank shall be subject to approval by the Employer.</p> <p>The Performance Guarantee is to contain the wording of the document included in C1.3.</p> <p>The Performance Guarantee shall be ten per cent (10%) of the Tender/Contract Price.</p>																								
6.2.2	Delete Clause 6.2.2 in its entirety																								
6.2.3	The expiry date shall be the date, of the issue by the Engineer, of the Certificate of Completion of the Works.																								
6.5.1.2.3	<p>The percentage allowance to cover overhead charges is:</p> <table> <tbody> <tr> <td>Labour</td> <td>10 %</td> </tr> <tr> <td>Materials</td> <td>10 %</td> </tr> </tbody> </table>	Labour	10 %	Materials	10 %																				
Labour	10 %																								
Materials	10 %																								

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Clause	Description
6.8.2	<p><i>Add the following to Clause 6.8.2:</i></p> <p>The Contract Price shall not be subject to any contract price adjustment and the rates and prices tendered in the bills of quantities shall be final and binding throughout the period of the Contract.</p> <p>Notwithstanding the above, if special materials are specified in Part 2 of the Contract Data then the provisions of Clause 6.8.3 of the General Conditions of contract shall apply to such special materials.</p>
6.8.4	<p><i>Add the following to Clause 6.8.4:</i></p> <p>Notwithstanding the above, in the event that a public holiday is proclaimed within 28 days before the closing date for tenders, no costs other than those that can be claimed under Clause 5.12.3 shall be added to the contract price.</p>
6.10.1.5	<p>The percentage advance on materials not yet built into the Permanent Works is 80 %.</p> <p>Payment for materials on site not yet built into Permanent Works or not on site shall only be made on submission of the applicable cession forms.</p>
6.10.3	<p><i>Add the following to Clause 6.10.3:</i></p> <p>The Limit of retention money is 10 % of the contract price.</p> <p>Notwithstanding the provision of a performance guarantee in terms of Clause 6.2.1, interim payments to the Contractor shall be subject to retention withheld by the Employer to the amount of 10% of the said amounts due to the Contractor. A guarantee in lieu of retention is not permitted.</p>
6.10.4	<p><i>Add the following to clause 6.10.4:</i></p> <p>Notwithstanding the above, the Engineer shall be empowered to withhold the delivery of the payment certificate until the Contractor has complied with his obligations to report in terms of Clause 4.10.2 and as described in the Scope of Work.</p>
8.6.1.1.3	<p>The amount to cover professional fees for repairing damages and loss to be included in the insurance sum is 10% of the value of the repair work.</p>
8.6.1.3	<p>The limit of indemnity of liability insurance is R5 000 000-00 for any single claim – the number of claims to be unlimited during the construction and defects liability periods.</p>
8.6.1.5	<p>In addition to the insurances required in terms of General Conditions of Contract Clauses 8.6.1.1 to 8.6.1.4 the following insurance is also required:</p> <ol style="list-style-type: none"> Insurance of construction equipment (including tools, offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the site for a sum sufficient to provide for their replacement. Insurance in terms of the provisions of the Compensation for Occupational injuries and Diseases Act No. 130 of 1993. Motor Vehicle Liability Insurance comprising (as a minimum) “Balance of Third Party” risks including Passenger Liability Indemnity. Where the contract involves manufacturing and/or fabrication of the Works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the Works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor’s Policies of Insurance.
8.6.6	<p>The evidence that the insurances have been effected in terms of Clause 8.6.1, shall be in the form of an insurance broker’s warranty precisely as given in part C1.5 Insurance Broker’s Warranty.</p>

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8. MBD 2 – TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder **must** be in order, or that satisfactory arrangements have been made with South African Revenue Services (SARS) to meet the bidder's tax obligations.

1. In order to meet this requirement, bidders are required to complete in full the TCC 0001 form, "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be accepted.
4. In bids where Consortia / Joint Ventures / Sub-Contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za
6. Applications for the Tax Clearance Certificates 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

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9. MBD 4 – DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid:

3.1.	Full Name of bidder or his or her representative																		
3.2.	Identity Number																		
3.3.	Position occupied in the Company (director, shareholder ² etc.)																		
3.4.	Company Registration Number																		
3.5.	Tax Reference Number																		
3.6.	VAT Registration Number																		
3.7.	Are you presently in the service of the state?	YES		NO															
3.7.1.	If so, furnish particulars:																		
3.8.	Have you been in the service of the state for the past twelve months?	YES		NO															
3.8.1.	If so, furnish particulars:																		

¹ MSCM Regulations: "in the service of the state" means to be –

1. a member of –
 - i. any municipal council;
 - ii. any provincial legislature; or
 - iii. the National Assembly or the National Council of Provinces;
2. a member of the board of directors of any municipal entity;
3. an official of any municipality or municipal entity;
4. 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);
5. a member of the accounting authority of any national or provincial public entity; or
6. an employee of Parliament or a provincial legislature.

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



3.9.	Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?	YES		NO	
3.9.1.	If so, furnish particulars:				
3.10.	Are you aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?	YES		NO	
3.10.1.	If so, furnish particulars:				
3.11.	Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	YES		NO	
3.11.1.	If so, furnish particulars:				
3.12.	Is any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	YES		NO	
3.12.1.	If so, furnish particulars:				
3.13.	Do you or any of the directors, trustees, managers, principal shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?	YES		NO	
3.13.1.	If so, furnish particulars:				



3.14.	Please provide the following information on ALL directors/shareholders/trustees/members below:		
Full Name and Surname	Identity Number	Personal Income Tax Number	Provide State ³ Employee Number

NB:

a) **PLEASE ATTACH CERTIFIED COPY(IES) OF ID DOCUMENT(S)**

b) **PLEASE PROVIDE PERSONAL INCOME TAX NUMBERS FOR ALL DIRECTORS / SHAREHOLDERS / TRUSTEES / MEMBERS, ETC.**

4. DECLARATION

I, the undersigned (name) _____, certify that the information furnished in paragraph 3 above is correct.
 I accept that the state may act against me should this declaration prove to be false.

SIGNATURE	DATE	
NAME OF SIGNATORY		
POSITION		
NAME OF COMPANY		

³ MSCM Regulations: "in the service of the state" means to be –

1. a member of –
 2. any municipal council;
 3. any provincial legislature; or
 4. the National Assembly or the National Council of Provinces;
5. a member of the board of directors of any municipal entity;
6. an official of any municipality or municipal entity;
7. 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);
8. a member of the accounting authority of any national or provincial public entity; or
9. an employee of Parliament or a provincial legislature.



10. MBD6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011 – PURCHASES/SERVICES (80/20)

NB:
Before completing this form, bidders must study the general conditions, definitions and directives applicable in respect of B-BBEE, as prescribed in the Preferential Procurement Regulations, 2011.

1. GENERAL CONDITIONS

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

- 1.1.1. the 80/20 system for requirements with a Rand value of up to R1,000,000 (all applicable taxes included); and
- 1.1.2. the 90/10 system for requirements with a Rand value above R1,000,000 (all applicable taxes included).

1.2. The value of this bid is estimated to not exceed R1,000,000 (all applicable taxes included) and therefore the 80/20 system shall be applicable.

1.3. Preference points for this bid shall be awarded for:

- 1.3.1. Price; and
- 1.3.2. B-BBEE Status Level of Contribution.

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

	POINTS
1.4.1. Price	80
1.4.2. B-BBEE status level of contribution	20
Total points for Price and B-BBEE must not exceed	100

1.5. Failure on the part of a bidder to fill in and/or to sign this form will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6. Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- 2.1. *“All Applicable Taxes”* includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2. *“B-BBEE”* means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3. *“B-BBEE status level of contributor”* means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4. *“Bid”* means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5. *“Broad-Based Black Economic Empowerment Act”* means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6. *“Comparative Price”* means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;

- 2.7. *“Consortium or Joint Venture”* means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract;
- 2.8. *“Contract”* means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9. *“EME”* means any enterprise with an annual total revenue of R5 million or less (except where Sector Charter Thresholds apply);
- 2.10. *“Firm Price”* means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11. *“Functionality”* means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12. *“Non-firm Prices”* means all prices other than “firm” prices;
- 2.13. *“Person”* includes a juristic person;
- 2.14. *“Rand Value”* means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15. *“Sub-contract”* means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16. *“Total Revenue”* bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 2.17. *“Trust”* means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18. *“Trustee”* means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1. The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2. Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3. Points scored must be rounded off to the nearest 2 decimal places.
- 3.4. In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5. However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6. Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.



4. POINTS AWARDED FOR PRICE

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

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

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

Where:

- P_s = Points scored for comparative price of bid under consideration
- P_t = Comparative price of bid under consideration
- P_{min} = Comparative price of lowest acceptable bid

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

5.1. In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2. Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3. Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate **or a CERTIFIED COPY** thereof, substantiating their **B-BBEE** rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4. A trust, consortium or joint venture, 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.
- 5.5. A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6. Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7. A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8. A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

6.1.1. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1	
6.1.1.1. B-BBEE Status Level of Contribution as reflected on the B-BBEE Certificate	
6.1.1.2. Points claimed in respect of Level of Contribution (maximum of 10 or 20 points)	

(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

7. SUB-CONTRACTING

7.1. Will any portion of the contract be sub-contracted? (<i>Tick applicable box</i>)	YES		NO	
7.1.1. If yes, indicate:				
7.1.1.1. what percentage of the contract will be subcontracted?				%
7.1.1.2. the name of the sub-contractor?				
7.1.1.3. the B-BBEE status level of the sub-contractor?				
7.1.1.4. whether the sub-contractor is an EME? (<i>Tick applicable box</i>)	YES		NO	

8. DECLARATION WITH REGARD TO COMPANY/FIRM

Name of Enterprise			
VAT registration number			
Company registration number			
TYPE OF ENTERPRISE (<i>Tick applicable box</i>)	Partnership / Joint Venture / Consortium		
	One person business / sole proprietor		
	Company		
	Close Corporation		
Describe principal business activities			
Company Classification (<i>Tick applicable box</i>)	Manufacturer		
	Supplier		
	Professional service provider		
	Other service providers, e.g. transporter, etc.		
TOTAL NUMBER OF YEARS THE ENTERPRISE HAS BEEN IN BUSINESS			



9. I / we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:
- 9.1. The information furnished is true and correct;
 - 9.2. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
 - 9.3. In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
 - 9.4. If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - 9.4.1. disqualify the person from the bidding process;
 - 9.4.2. recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - 9.4.3. 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;
 - 9.4.4. restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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
 - 9.4.5. forward the matter for criminal prosecution

SIGNATURE OF BIDDER(S):			
WITNESS 1:		WITNESS 2:	
DATE:			
ADDRESS:			

FOR INFORMATION PURPOSES ONLY

PLEASE NOTE THE FOLLOWING REQUIREMENTS REGARDING VALIDATION OF B-BBEE SCORE.

1. EME B-BBEE STATUS LEVEL CERTIFICATES ISSUED BY AUDITORS AND ACCOUNTING OFFICERS AS CONTEMPLATED IN THE CLOSE CORPORATION ACT

- 1.1. Certificates issued by an Auditor or Accounting Officer will be issued on his or her letterhead with the practice number and contact number clearly specified on the face of the Certificate.
- 1.2. When confirming the validity of such a certificate, the following should be detailed on the face of the certificate:
 - 1.2.1. The Auditor's / Accounting Officer's letterhead with **FULL contact details**;
 - 1.2.2. The Auditor's / Accounting Officer's **practice number**;
 - 1.2.3. The name and **physical location of the measured entity**;
 - 1.2.4. The registration number and, where applicable, the VAT number of the measured entity;
 - 1.2.5. **The date of issue and date of expiry**;
 - 1.2.6. The B-BBEE Status Level of Contribution obtained by the measured entity; and
 - 1.2.7. The **total black shareholding** and **total black female shareholding**.

2. BIDDERS OTHER THAN EMEs

These bidders **MUST** submit their **ORIGINAL** and valid **B-BBEE** status level verification certificate **OR A CERTIFIED COPY** thereof, substantiating their **B-BBEE** rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.



11. MBD 8 – DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

4.1	Is the bidder or any of its directors listed on the National Treasury’s database as a company or person prohibited from doing business with the public sector? <i>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).</i>	Yes	No
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <i>(To access this Register enter the National Treasury’s website, www.treasury.gov.za, click on the icon “Register for Tender Defaulters” or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).</i>	Yes	No
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No
4.3.1	If so, furnish particulars:		



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

5. CERTIFICATION

I, the undersigned (full name), _____, certify that the information furnished on this declaration form true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

SIGNATURE:		NAME (PRINT):	
CAPACITY:		DATE:	
NAME OF FIRM:			



12. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).⁴ Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - 3.1. take all reasonable steps to prevent such abuse;
 - 3.2. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - 3.3. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

CERTIFICATE OF INDEPENDENT BID DETERMINATION:

In response to the invitation for the bid made by:

OVERSTRAND MUNICIPALITY

I, the undersigned, in submitting the accompanying bid, hereby make the following statements that I certify to be true and complete in every respect:

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - 5.1. has been requested to submit a bid in response to this bid invitation;
 - 5.2. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - 5.3. provides the same goods and services as the bidder and/or is in the same line of business as the bidder

⁴ Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.



6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium⁵ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - 7.1. prices;
 - 7.2. geographical area where product or service will be rendered (market allocation)
 - 7.3. methods, factors or formulas used to calculate prices;
 - 7.4. the intention or decision to submit or not to submit, a bid;
 - 7.5. the submission of a bid which does not meet the specifications and conditions of the bid; or
 - 7.6. bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

⁵ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.



13. MBD 15 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

DECLARATION IN TERMS OF CLAUSE 112(1) OF THE MUNICIPAL FINANCE MANAGEMENT ACT (NO.56 OF 2003) - (To be signed in the presence of a Commissioner of Oaths)

I, _____, _____ (full name and ID no.), hereby acknowledge that according to SCM Regulation 38(1)(d)(i), the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors/members/partners to the Overstrand Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.

I declare that I am duly authorised to act on behalf of _____ (name of the firm) and hereby declare, that to the best of my personal knowledge, neither the firm nor any director/member/partner of said firm is in arrears on any of its municipal accounts with any municipality in the Republic of South Africa, for a period longer than 3 (three) months.

I further hereby certify that the information set out in this schedule and/or attachment(s) hereto is true and correct. The Tenderer acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or in the event that the tenderer is successful, the cancellation of the contract.

PHYSICAL BUSINESS ADDRESS(ES) OF THE TENDERER	MUNICIPAL ACCOUNT NUMBER

FURTHER DETAILS OF THE BIDDER’S Director / Shareholder / Partners, etc.:

Director / Shareholder / partner	Physical address of the Business	Municipal Account number(s)	Physical residential address of the Director / shareholder / partner	Municipal Account number(s)

NB: Please attach certified copy(ies) of ID document(s)

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

Signature	Position	Date

<p style="text-align: center;">COMMISSIONER OF OATHS</p> <p>Signed and sworn to before me at _____, on this _____ day of _____ 20__</p> <p>by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.</p> <p>COMMISSIONER OF OATHS:-</p> <p>Position: _____</p> <p>Address: _____</p> <p>Tel: _____</p>	<p style="text-align: center;">Apply official stamp of authority on this page:</p>
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------



14. MBD 16 – KEY PERFORMANCE INDICATORS

1. KEY PERFORMANCE INDICATORS (KPIs)			
1.1.	Work(s) performed / goods delivered within timeframes specified		
1.2.	Work(s) performed / goods delivered within financial framework specified		
1.3.	Acceptable quality of work(s) performed / goods delivered		
1.4.	OTHER:		
	(a)		
	(b)		
	(c)		
	(d)		
	(e)		
<p>I / We acknowledge that I / we am / are fully acquainted with the abovementioned Key Performance Indicators (KPIs) applicable to this tender / contract as stipulated by the Municipality and that I / we accept these Key Performance Indicators (KPIs) in all respects.</p> <p>I / We furthermore confirm I / we satisfied myself / ourselves as to the corrections and validity of my / our tender: that the price quoted cover all the work / item(s) specified in the tender document and that the price cover all my / our obligations under a resulting contract and that I / we accept that any mistake(s) regarding price and calculations will be at my / our risk.</p>			
SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			
WITNESS 1		WITNESS 2	



**15. OCCUPATIONAL HEALTH AND SAFETY ACT (85 OF 1993) CONSTRUCTION REGULATION
4 (1) (A): OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION**

This specification shall be used in conjunction with all other applicable safety specifications, legislation and regulations in force at the time of the contract. Where unique site specifications are in force, those site specifications shall take precedence over this specification

(a) Definitions:

- a. Occupational Health & Safety Specification: means a documented specification of all occupational health & safety requirements pertaining to the associated works on a construction site, so as to ensure the health & safety of persons.
- b. Client: means any person for whom construction work is being performed.
- c. Act: means the OH&S Act (85/1993).

(b) Abbreviations:

OH&S means Occupational Health and Safety

Preamble

Every effort has been made to ensure that this Specification is accurate in all respects, however, should it contain any errors or omissions they may not be considered as grounds for claims under the contract for additional reimbursement or extension of time.

1. INTRODUCTION

1.1 Scope

This Specification covers the requirements for preventing incidents and accidents and eliminating injuries on the **BOREHOLE AND IRRIGATION INSTALLATIONS AT VARIOUS SITES IN THE GREATER GANSBAAI AREA** construction project.

The specification will provide the requirements that Principal Contractor and Contractors will have to comply with in order to reduce the risks associated with the above mentioned contract work that may lead to incidents causing injury and/or ill health, damage to property, equipment and the environment to a level as low as reasonably practicable.

1.2. Preamble

Every effort has been made to ensure that this Specification is accurate in all respects, however, should it contain any errors or omissions they may not be considered as grounds for claims under the contract for additional reimbursement or extension of time.

1.3. Purpose

The purpose of this Specification is to brief contractors on the significant safety aspects of the project. It provides information and requirements on *inter alia*:

- (a) safety considerations affecting the site and its environment;
- (b) health and safety aspects of the associated structures and equipment;
- (c) submissions on health and safety matters; and
- (d) the Principal Contractor's health and safety plan.

1.4. Interpretations

Occupational Health and Safety Act, Act 85 of 1993 shall apply to this contract and the Construction Regulation applies to any person involved in construction work. These regulations are hereinafter referred to as "the Construction Regulation" and the said Act as "the Act".



Construction work is defined as any work in connection with:

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

1.5. Definitions

Definitions as listed in the Occupational Health and Safety Act No 85 of 1993 and Construction Regulation July 2003, shall apply.

2. ADMINISTRATION

1.1. Legal Requirements

All Contractors entering into a Contract with THE CLIENT shall, as a minimum, comply with the -

- 2.1.1. Occupational Health & Safety Act and Regulations (Act 85 of 1993). A current, up-to-date copy of the OHS Act must be available on site at all times.
- 2.1.2. Compensation for Occupational Injuries & Diseases Act (Act 130 of 1993). The Principal Contractor will be required to submit a letter of Registration and "good-standing" from the Compensation Insurer before being awarded the contract.
- 2.1.3. The Principal Contractor shall notify the Provincial Director of the department of Labour in writing before construction work commences. A copy of this notification and proof of submission must be held in the Safety File on site.

2.2. Health and Safety Policy

- 2.2.1. The contractor shall prepare a written policy concerning the protection of the health and safety of his employees at work, including a description of the organization and the arrangements for carrying out and reviewing that policy.
- 2.2.2. The contractor shall prominently display a copy of the policy referred to in point 1, signed by the Chief Executive Officer, in the workplace where his employees normally report for service and keep a copy in the safety file.

2.3. Mandatory Agreement

- 2.3.1. The Principal Contractor must ensure that he signs the 37 (1) and (2) mandatory agreement with the Client.
- 2.3.2. The Principal Contractor must ensure that the 37 (1) and (2) mandatory agreement is signed with all contractors appointed by him.

2.4. Further (Specific) Supervision Responsibilities for OH&S

- 2.4.1. Depending on the activities associated with the Construction work the Contractor shall appoint designated competent employees and/or other competent persons as required by the Act and Regulations.
- 2.4.2. The appointments must be in writing and the responsibilities clearly stated together with the period for which the appointment is made. This information must be communicated and agreed with the appointees.
- 2.4.3. Copies of appointments must be submitted to THE CLIENT together with concise CV's of the appointees. All appointments must be officially approved by THE CLIENT and any changes in appointees or appointments must be communicated to THE CLIENT forthwith.



- 2.4.4. The Principal Contractor must, furthermore, provide THE CLIENT with an organogram or schedule of all Contractors that he/she has appointed or intends to appoint and keep this record updated on a weekly basis.
- 2.4.5. Where necessary, or when instructed by THE CLIENT or an Inspector of the Department of Labour, the Principal Contractor must appoint a competent OH&S Officer subject to the approval of THE CLIENT.
- 2.4.6. The Principal Contractor must ensure that the site is safe at all times and that unauthorised entry is prevented by fencing off the site. Dangerous areas must be barricaded with a solid barricade.

2.5. Designation of OH&S Representatives (Section 18 of the OHS Act)

Where the Principal Contractor employs more than 20 persons (including the employees of other Contractors (sub-contractors) he has to appoint one OH&S Representatives for every 50 employees or part thereof. General Administrative Regulation 6 requires that the appointment or election and subsequent designation of the OH&S Representatives be executed in consultation with Employee Representatives or Employees. (Section 17 of the Act and General Administrative Regulation 6& 7.)

OH&S Representatives have to be designated in writing and the designation must include the area of responsibility of the person and term of the designation.

2.6. Risk Assessment

- 2.6.1. Every contractor performing construction work shall before the commencement of any construction work and during construction work, cause a risk assessment to be performed by a competent person appointed in writing and the risk assessment shall form part of the health and safety plan to be applied on the site and shall include at least -
- (a) the identification of the risks and hazards to which persons may be exposed to;
 - (b) the analysis and evaluation of the risks and hazards identified;
 - (c) a documented plan of 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.
- 2.6.2. A contractor shall ensure that a copy of the risk assessment is available on site for inspection by an inspector, client, client's agent, contractor, employee, representative trade union, health and safety representative or any member of the health and safety committee.
- 2.6.3. Every contractor shall consult with the health and safety committee or, if no health and safety committee exists, with a representative group of employees, on the development, monitoring and review of the risk assessment.
- 2.6.4. A contractor shall 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 before any work commences, and thereafter at such times as may be determined in the risk assessment.
- 2.6.5. A principal contractor shall ensure that all contractors are informed regarding any hazard as stipulated in the risk assessment before any work commences, and thereafter at such times as may be determined in the risk assessment.
- 2.6.6. A contractor shall ensure that as far as is reasonably practicable, ergonomic related hazards are analysed, evaluated and addressed in the risk assessment.
- 2.6.7. Notwithstanding the requirements laid down in sub-regulation (4), no contractor shall allow or permit any employee or person to enter any site, unless such employee or person has undergone health and safety induction training pertaining to the hazards prevalent on the site at the time of entry.



2.6.8. A contractor shall ensure that all visitors to a construction site undergoes health and safety induction pertaining to the hazards prevalent on the site and shall be provided with the necessary personal protective equipment.

2.6.9. Every employee on site shall –

(a) be in possession of proof of the health and safety induction training as determined in sub-regulation (7), issued by a competent person prior to the commencement of construction work; and

(b) carry the proof contemplated in paragraph (a) for the duration of that project or for the period that the employee will be on the construction site.

2.7. Incident/Accident Investigation and Reporting

2.7.1. Investigate each incident, accident or near miss occurring at work or arising out of or in connection with the activities of persons at work, or in connection with the use of plant or machinery.

2.7.2. Any incident/accident at the workplace in which any person is injured to the extent that death results, or a limb or part of a limb is lost, or the injury is such that the person is likely to die or suffer permanent disability, or that for a period of at least fourteen days the person is unable to continue with the activity with which he was busy at the time of the incident/accident, or if a person becomes unconscious because of heat stroke, exhaustion or exposure to any hazard at the workplace, then this is required to be reported to the Inspector.

2.8. Emergency Procedures

2.8.1. The Principal Contractor must prepare a detailed emergency Procedure. The procedure must include the following:

(a) List of key competent personnel

(b) Details of emergency services

(c) Actions to be taken in the event of an emergency.

2.8.2. Emergency Procedure shall include, but is not limited to: major incidents/accidents, injury to employees, damage to property/equipment/plant, incidents involving hazardous substances, fires, floods.

2.8.3. The Principal Contractor shall advise the Client in writing forthwith, of any emergency, together with a record of action taken.

2.8.4. A contact list of Fire department, Ambulance, SAPD, Hospital and contractors contact person must be maintained, available and displayed on site.

2.9. First Aid (General Safety Regulation 3)

2.6.1. The Principal Contractor must provide First Aid equipment (including a stretcher) and have qualified First Aider/s as required by General Safety Regulation 3 of the OHS Act.

2.6.2. The Contingency Plan of the Principal Contractor must include the arrangements for speedily and timeously transporting injured/ill person/s to a medical facility or of getting emergency medical aid to person/s that may require it.

2.6.3. The Principal Contractor must have firm arrangements with his other Contractors in place regarding the responsibility of the other Contractors injured/ill employees.

2.10. Personal & Other Protective Equipment (Sections 8/15/23 or the OHS Act)

2.10.1. The Contractor is required to identify the hazards in the workplace and deal with them. He must either remove them or, where impracticable take steps to protect workers and make it possible for them to work safely and without risk to health under the hazardous conditions.

2.10.2. Personal Protective equipment (PPE) should, however, be the last resort and there should always first be an attempt to apply engineering and other solutions to mitigating hazardous situations before the issuing of PPE is considered.



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- 2.10.3. Where it is not possible to create an absolutely safe and healthy workplace the Principal Contractor is required to inform employees regarding this and issue, free of charge, suitable equipment to protect them from any hazards being present and that allows them to work safely and without risk to health in the hazardous environment.
- 2.10.4. It is a further requirement that the said equipment be maintained by the Contractor, that he instructs and trains the employees in the use of the equipment and ensures that the prescribed equipment is used by the employee/s.
- 2.10.5. Employees do not have the right to refuse to use/wear the equipment prescribed by the employer and, if it is impossible for an employee to use or wear prescribed protective equipment through health or any other reason, the employee cannot be allowed to continue working under the hazardous condition/s for which the equipment was prescribed but an alternative solution has to be found that may include relocating or discharging the employee.
- 2.10.6. The Contractor may not charge any fee for protective equipment prescribed by him/her but may charge for equipment under the following conditions:
- (a) Where the employee requests additional issue in excess of what is prescribed.
 - (b) Where the employee has patently abused or neglected the equipment leading to early failure.
 - (c) Where the employee has lost the equipment.
- 2.10.7. All employees shall, as a minimum, be required to wear the following PPE on any of THE CLIENT'S projects:
- (a) Protective overalls.
 - (b) Protective footwear.
 - (c) Protective headwear.
 - (d) Eye/face protection.
 - (e) Hand protection
 - (f) Hearing Protection

2.11. Training

- 2.11.1. All employees of the Principal and other Contractors to be in possession of proof of General Induction training.
- 2.11.2. All operators, drivers and users of construction vehicles, mobile plant and other equipment to be in possession of valid proof of training.
- 2.11.3. The Principal Contractor shall ensure that his and other Contractors' personnel appointed are competent and that all training required doing the work safely and without risk to health, has been completed before work commences.
- 2.11.4. The Principal Contractor shall ensure that follow-up and refresher training is conducted as the contract work progresses and the work situation changes.
- 2.11.5. Records of all training must be kept on the OH&S File for auditing purposes.

2.12. Audits by Client (Construction Regulation 1(d))

- 2.12.1. THE CLIENT will be conducting a Monthly Audit to comply with Construction Regulation 4 (1) (d) to ensure that the principal Contractor has implemented and is maintaining the agreed and approved OH&S Plan.
- 2.12.2. THE CLIENT reserves the right to conduct other ad hoc audits and inspections as deemed necessary. This will include Site Safety Walks
- 2.12.3. A representative of the Principal Contractor must accompany THE CLIENT on all Audits and Inspections and may conduct his/her own audit/inspection at the same time. Each party will, however, take responsibility for the results of his/her own audit/inspection results.



- 2.12.4. The Principal Contractor is to conduct his own monthly internal audits to verify compliance with his own OH&S Management system as well as of with this specification.
- 2.12.5. OH&S Representatives must conduct weekly inspections of their areas of responsibility and report thereon to their foreman or supervisor whilst other appointees must conduct inspections and report thereon as specified in their appointments e.g. vehicle, plant and machinery drivers, operators and users must conduct daily inspections before start-up.
- 2.12.6. All the results of the above-mentioned inspections to be in writing, reviewed at OH&S committee meetings, endorsed by the chairman of the meeting and placed on the OH&S File.
- 2.12.7. The Principal Contractor is required to provide the Client with a monthly report.

3. CONSTRUCTION

3.1 Client

- 3.1.1 The Client will legally appoint the Principal Contractor in writing for the execution of the works.
- 3.1.2 The Client will take reasonable steps to ensure that the Principal Contractor's health and safety plan is implemented and maintained. The steps taken will include periodic audits at intervals of at least once a month.
- 3.1.3 The Client or his representative/Principal agent will stop the contractor from executing construction work should the contractor at any stage in the execution of the works;
- (a) fail to implement or maintain his health and safety plan;
 - (b) execute construction work which is not in accordance with his health and safety plan;
 - (c) act in any way which may pose a threat to the health and safety to persons, damage to property/equipment or the environment.

3.2 Principal Contractor

- 3.2.1 A principal contractor shall provide and demonstrate to the client a suitable and sufficiently documented health and safety plan, based on the client's documented health and safety specifications contemplated in regulation 4(1)(a), which shall be applied from the date of commencement of and for the duration of the construction work.
- 3.2.2 A principal contractor shall take reasonable steps as are necessary to ensure co-operation between all contractors to enable each of those contractors to comply with the provisions of these regulations.
- 3.2.3 A principal contractor shall be responsible for the following in order to ensure compliance with the provisions of the Act –
- (a) to provide any contractor who is making a bid or appointed to perform construction work for the principal contractor, with the relevant section of the health and safety specifications contemplated in regulation 4(1)(a) pertaining to the construction work which has to be performed;
 - (b) to appoint each contractor contemplated in paragraph (a) in writing for the part of the project on a construction site;
 - (c) to take reasonable steps to ensure that each contractor's health and safety plan contemplated in sub-regulation (4) is implemented and maintained on the construction site: Provided that the steps shall include periodic audits at intervals mutually agreed upon between the principal contractor and contractor(s), but at least once every month;
 - (d) to stop any contractor from executing construction work, which is not in accordance with, the principal contractor's and/or contractor's health and safety plan for the site or which poses a threat to the health and safety of persons;
 - (e) to ensure that where changes are brought about to the design and construction, sufficient health and safety information and appropriate resources are made available to the contractor to execute the work safely;



- (f) to ensure that every contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer prior to work commencing on site; and
- (g) to ensure that potential contractors submitting tenders have made provision for the cost of health and safety measures during the construction process.
- 3.2.4. A contractor shall provide and demonstrate to the principal contractor a suitable and sufficiently documented health and safety plan, based on the relevant sections of the principal contractor's health and safety specification contemplated in regulation 5(3) (a) provided by the principal contractor, which plan shall be applied from the date of commencement of and for the duration of the construction work.
- 3.2.5. A principal contractor shall discuss and negotiate with the contractor the contents of the health and safety plan contemplated in sub-regulation (4), and shall finally approve that plan for implementation.
- 3.2.6. A principal contractor shall ensure that a copy of his or her health and safety plan contemplated in sub-regulation (1), as well as the contractor's health and safety plan contemplated in sub-regulation (4), is available on request to an employee, inspector, contractor, client or client's agent.
- 3.2.7. Every contractor shall ensure that a health and safety file, which shall include all documentation required in terms of the provisions of the Act and these Regulations, is opened and kept on site and made available to an inspector, client, client's agent or principal contractor upon request.
- 3.2.8. A principal contractor shall hand over a consolidated health and safety file to the client upon completion of the construction work and shall, in addition to the documentation referred to in sub-regulation (7), include a record of all drawings, design, materials used and other similar information concerning the completed structure.
- 3.2.9. A principal contractor shall ensure that in addition to the documentation required in the health and safety file as determined in sub-regulations (7) and (8), a comprehensive and updated list of all the contractors on site accountable to the principal contractor, the agreements between the parties and the type of work being done are included and available.
- 3.2.10. No principal contractor shall appoint a contractor to perform construction work unless the principal contractor is reasonably satisfied that the contractor he or she intends to appoint, has the necessary competencies and resources to perform the construction work safely.
- 3.2.11. Where a contractor appoints another contractor to perform construction work, the responsibilities as determined in sub-regulations (2) to (6) that apply to the principal contractor or shall apply to the contractor as if he or she were the principal contractor.
- 3.2.12. No contractor shall appoint another contractor to perform construction work unless he or she is reasonably satisfied that the contractor he or she intends to appoint has the necessary competencies and resources to perform the construction work safely.
- 3.2.13. Contractors shall co-operate with the principal contractor as far as is necessary to enable each of them to comply with the provisions of the Act.
- 3.2.14. Every contractor shall as far as is reasonably practicable, promptly provide the principal contractor with any information which might affect the health and safety of any person at work carrying out construction work or any person who might be affected by the work of such a person at work or which might justify a review of the health and safety plan.
- 3.2.15. If the number of employees employed by the CONTRACTOR in terms of this contract exceeds 20 (twenty), the CONTRACTOR shall within 14 (fourteen) days of the commencement of the contract works provide the CLIENT with full particulars of the safety representatives at the contract works. The CONTRACTOR shall simultaneously confirm that it complied with section 17(2) of the Act in the appointment of the safety representatives and that such health and safety representatives received the necessary facilities, assistance and training to fulfil their duties and functions as health and safety representatives.



- 3.2.16. If there are two or more health and safety representatives involved in the contract works, the CONTRACTOR shall, within 7 (seven) days from the date of a meeting of such health and safety representatives, send a copy of the minutes of such a meeting, as well as a copy of any recommendation made by the health and safety committee.
- 3.2.17. The CONTRACTOR shall not make any deduction from any employee's remuneration or require or permit any employee to make any payment to him or her or any other person in respect of anything which the CONTRACTOR is in terms of the Act, or this contract, required to provide or to do in the interest of the health and safety of any employee on the contract works.
- 3.2.18. The CONTRACTOR shall immediately report to the CLIENT any incidents occurring at the place or places where the CONTRACTOR performs any work in terms of this contract, in which or in consequence of which:
- (a) any person dies, becomes unconscious, suffers the loss of a limb or part of a limb or is otherwise injured or becomes ill to such a degree that he or she is likely either to die or to suffer a permanent physical defect or is likely to be unable for a period of at least 14 (fourteen) days either to work or to continue with the activity for which such employee was employed or is usually employed;
 - (b) an occurrence of catastrophic proportions, as defined in the Act and resulting from the use of plant or machinery or from any activity in the performance of this contract; or
 - (c) the health or safety of any person was endangered and where:
 - i. the uncontrolled release of any substance or pressure took place;
 - ii. machinery or any part thereof fractured or failed, resulting in flying, falling or uncontrolled moving objects; or
 - iii. machinery ran out of control.

3.3 Supervision of construction work

- 3.3.1 The contractor shall appoint a full-time competent employee in writing as the construction supervisor, with the duty of supervising the construction work.
- 3.3.2 The contractor may in writing appoint one or more competent employees to assist the appointed construction supervisor contemplated in sub-regulation (1), and every such employee shall, to the extent clearly defined by the contractor in the letter of appointment, have the same duties as the construction supervisor: Provided that the designation of any such employee shall not relieve the construction supervisor contemplated in sub-regulation (1) of any personal accountability for failing in his supervisory duties referred to in terms of this regulation.
- 3.3.3 Where the contractor has not appointed an employee as referred to sub-regulation (2), or, in the opinion of an inspector, not a sufficient number of such employees, that inspector may require the employer to appoint the number of employees indicated by the inspector, and the provisions of sub-regulation (2) shall apply in respect of those employees as if they had in the first instance been appointed under sub-regulation (2).
- 3.3.4 No construction supervisor appointed in terms of sub-regulation (1) shall 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 a sufficient number of competent employees have been appropriately designated under sub-regulation (2) on all the construction sites, the appointed construction supervisor may supervise more than one site.
- 3.3.5 If, however, the construction supervisor appointed in terms of sub-regulation (1) for more than one construction site will not, in the opinion of an inspector, be able to supervise the works favourably, an inspector may require the contractor to appoint the required number of employees as contemplated in sub-regulation (2) to assist the appointed construction supervisor or instruct the contractor to appoint the construction supervisor who had been appointed in terms of sub-regulation (1) more appropriately.



- 3.3.6 A contractor shall upon having considered the size of the project, the degree of dangers likely to be encountered or the accumulation of hazards or risks on the site, appoint a full-time or part-time construction safety officer in writing to assist in the control of all safety related aspects on the site: Provided that, where the question arises as to whether a construction safety officer is necessary, the decision of an inspector shall be decisive.
- 3.3.7 The appointed constructions safety officer as contemplated in sub-regulation (6) shall as far as is reasonably practicable be utilised to give input at the early design stage and where not appointed at this stage, he or she shall be given the opportunity to input into the health and safety plan when wanting to do so, and a record of such shall be kept in the health and safety file contemplated in regulation 5(7).
- 3.3.8 No contractor shall appoint a constructions safety officer to assist in the control of safety related aspects on the site unless he or, she is reasonably satisfied that the construction safety officer he or she intends to appoint has the necessary competencies and resources to assist the contractor.
- 3.3.9 The contractor must ensure that the required inspections are conducted and records kept and that the safety file is kept up to date.

3.4 Fall Protection and Working in Elevated Positions (Construction Regulation 8)

- 3.4.1 A contractor will designate a competent person, responsible for the preparation of a fall protection plan.
- 3.4.2 Implement, amend where and when necessary and maintain the fall protection plan as required.
- 3.4.3 Take steps in order to ensure the continued adherence to the fall protection plan
- 3.4.4 The fall protection plan will include a risk assessment of all work carried out from an elevated position which shall include the procedures and methods used to address all the risks identified per location.
- 3.4.5 Employees working at elevated positions are physically and psychologically fit by being in possession of a medical certificate of fitness.
- 3.4.6 Employees are trained to work from elevated positions and records are kept.
- 3.4.7 Fall protection equipment is inspected, tested and maintained and records kept.
- 3.4.8 As far as is practicable, any person working in an elevated position will work from a platform, ladder or other device that is at least as safe as if he/she is working at ground level and whilst working in this position will use fall protection equipment suitable and of sufficient strength for the purpose or purposes for which it is being used having regard to the work being carried out and the load, including any person, it is intended to bear.
- 3.4.9 Ensure the fall protection equipment is securely attached to a structure and the attachment thereto is suitable and of sufficient strength and stability for the purpose of safely supporting the equipment and any person who is liable to fall.
- 3.4.10 When roof work is conducted, Construction Regulation Section 8 (5) must be adhered to.
- 3.4.11 Alternatively any platform, slab, deck or surface forming an edge over which a person may fall may be fitted with guard rails with horizontal rails at two different heights as prescribed in SABS 085: Code of Practice for the Design, Erection, Use and Inspection of Access Scaffolding.

3.5 Scaffolding (Construction Regulation 14)

Every contractor using access scaffolding shall ensure that such scaffolding, when used, complies with the safety standards incorporated for this purpose into these Regulations under section 44 of the Act.

A contractor shall ensure that all scaffolding work operations are carried out under the supervision of a competent person who has been appointed in writing and that all scaffold erectors, team leaders and inspectors are competent to carry out their work.

3.5.1 Scaffold Framework

- (a) An employer shall ensure that-
 - i. scaffold standards are properly propped against displacement and are secured vertically on firm foundations: Provided that putlog scaffolds shall incline slightly towards the structure;
 - ii. a. steel scaffold standards with "heavy", "medium", "light" or "very light" platform loadings which shall not exceed 320, 240, 160 and 80 kg/m², respectively, are spaced not more than 1,8 m, 2 m, 2,5 m and 3 m apart, respectively; and
 - iii. wooden scaffold standards are spaced not more than 3m apart;
- (b) ledgers are spaced vertically not more than 2,1 m apart;
- (c) putlogs or transoms-
 - i. which do not support a platform, are spaced at the same distances as the distances prescribed in paragraph in respect of scaffold standards;
 - ii. which support a platform, are spaced not more than 1,25 m apart if the platform is constructed of solid timber boards; and
- (d) every part of a wooden scaffold frame has a diameter of at least 75 mm or a section of similar strength.
- (e) No employer shall use a scaffold, or permit it to be used unless it-
 - i. is securely and effectively braced to ensure stability in all directions;
 - ii. is secured at suitable vertical and horizontal distances to the structure to which work is being done, unless it is designed to be completely free-standing;
 - iii. is so constructed that it has a throughout factor of safety of at least two; and
 - iv. is inspected at least once a week and every time after bad weather by a person who has adequate experience in the erection and maintenance of scaffolds, and all findings are recorded in a register or report book.
- (f) No employer shall require or permit that-
 - i. a scaffold with a supporting wooden framework exceeds a height of 10m; and
 - ii. a scaffold is erected, altered or dismantled by or under the supervision of a person other than a person who has had the necessary training and experience of such work and who has been appointed by the employer in writing for this purpose.

3.5.2 Scaffold Platforms

- (a) An employer shall ensure that-
 - i. every plank of a solid wooden scaffold platform is at least 275 mm wide and 38 mm thick;
 - ii. every plank which forms part of a scaffold platform is supported at distances not exceeding 1,25 m, and its ends are projected not less than 70mm and not more than 200 mm beyond the last prop;
 - iii. every plank of a scaffold platform is firmly secured to prevent its displacement; and
 - iv. every platform is so constructed as to prevent materials and tools from falling through.
- (b) An employer shall ensure that every scaffold platform-
 - i. with "heavy", "medium", "light" or "very light" platform loadings as referred to in regulation 13D(1)(b)(i) is not less than 1 125 mm and not more than 1 380 mm, not less than 1 125 mm and not more than 1150 mm, not less than 900 mm and not more than 1 150 mm, and not less than 675mm and not more than 1 150 mm, respectively, wide: Provided that where a platform is used only as a gangway, a platform width of 450mm shall be sufficient;



- ii. which is more than 2m above the ground is on all sides, except the side facing the structure, provided with-
 - a. substantial guard rails of at least 900 mm and not exceeding 1000 mm in height; and
 - b. toe-boards which are at least 150 mm high from the level of the scaffold platform and so affixed that no open space exists between the toe-boards and the scaffold platform: Provided that if the toe-boards are constructed of timber, they shall be at least 25 mm thick;
 - iii. is not more than 75 mm from the structure: Provided that where workmen must sit to work, this distance may be increased to not more than 300 mm; and
 - iv. is kept free of waste, projecting nails or any other obstructions, and is kept in a non-slip state.
- (c) No employer shall require or permit that a working platform which is higher than 600 mm be supported on a scaffold platform, and shall provide an additional guard rail of at least 900 mm and not exceeding 1000 mm in height above every such working platform.
- (d) An employer shall ensure that convenient and safe access is provided to every scaffold platform, and where the access is a ladder, the ladder shall project at least 900 mm beyond the top of the platform.

3.5.3 Trestle Scaffolds

- (a) No employer shall use a trestle scaffold, or permit it to be used, unless-
- i. it is soundly constructed of solid material; and
 - ii. all reasonable precautionary measures have been taken to prevent the unexpected spreading of its supporting legs when it is in use.
- (b) No employer shall use a trestle scaffold or permit it to be used, if it-
- i. is higher than 3 m; or
 - ii. consists of more than two tiers.

3.6 Structures (Construction Regulation 9)

3.6.1 The Principal Contractor must ensure that:

- (a) Steps are taken to ensure that no structure becomes unstable or collapses due to construction work being performed on it or in the vicinity of it.
- (b) No structure is overloaded to the extent where it becomes unsafe.

3.6.2. He/she has received from the designer the following information:

- (a) Information on known or anticipated hazards relating to the construction work and the relevant information required for the safe execution of the construction work.
- (b) A geo-scientific report (where applicable).
- (c) The loading the structure is designed to bear.
- (d) The methods and sequence of the construction process.
- (e) All drawings pertaining to the design are on site and available for inspection.

3.7 Formwork & Support Work (Construction Regulation 10)

3.7.1. Formwork & Support work (F&SW) must be carried out under the supervision of a competent person designated in writing.

3.7.2. F&SW structures must be so designed, erected, supported, braced and maintained that it will be able to support any vertical or lateral loads that may be applied.



- 3.7.3. No load to be imposed onto the structure that the structure is not designed to carry. F&SW must be erected in accordance with the structural design drawings for that F&WS and, if there is any uncertainty, the designer must be consulted before proceeding with the erection.
- 3.7.4. All drawings pertaining to the F&SW must be kept available on site.
- 3.7.5. All equipment used in the erection of F&WS must be checked by a competent person before use.
- 3.7.6. The foundation or base upon which F&SW is erected must be able to bear the weight and keep the structure stable.
- 3.7.7. Employees erecting F&SW must be trained in the safe work procedures for the erection, moving and dismantling of F&SW.
- 3.7.8. Safe access (and emergency escape) must be provided for workers.
- 3.7.9. A competent person must inspect F&SW structures that have been erected before, during and after pouring of concrete or any other load is applied and thereafter daily until the F&SW is stripped. The results of all inspections must be recorded in a register kept on site.
- 3.7.10. The F&SW must be left in place until the concrete has reached sufficient strength to bear its own weight plus any additional weight that may be imposed upon it and not until the designated competent person has authorised its stripping in writing.
- 3.7.11. Any damaged F&SW must be repaired/rectified immediately.
- 3.7.12. Deck panels must be secured against displacement.
- 3.7.13. The slipping of persons on release agents on deck panels prevented; and
- 3.7.14. Persons' health must be protected against the use of solvents, oils or other similar substances.

3.8. Excavations (Construction Regulation 11)

- 3.8.1. Where excavations will exceed 1,5 m in depth the Contractor will be required to submit a Method Statement to THE CLIENT for approval before commencing with the excavation and THE CLIENT will issue a permit to proceed once the Risk Assessment and method Statement is approved.
- 3.8.2. Excavation work must be carried out under the supervision of a competent person who has been appointed in writing.
- 3.8.3. Before excavation work begins, the stability of the ground must be evaluated.
- 3.8.4. Whilst excavation work is being performed, the contractor must take suitable and sufficient steps to prevent any person from being buried or trapped by a fall or dislodgement of material.
- 3.8.5. No person may be required or permitted to work in an excavation that has not been adequately shored or braced or where:
 - (a) the excavation is in stable material or where,
 - (b) the sides of the excavation are sloped back to at least the maximum angle of repose measured relative to the horizontal plane.
- 3.8.6. The shoring or bracing may not be left out unless written permission has been obtained from the appointed competent person and shoring and bracing must be designed and constructed to safely support the sides of the excavation.
- 3.8.7. Where uncertainty exists regarding the stability of the soil the opinion of a competent professional engineer or professional technologist must be obtained whose opinion will be decisive. The opinion must be in writing and signed by the engineer or technologist as well as the appointed excavator.
- 3.8.8. No load or material may be placed near the edge of an excavation if it is likely to cause a collapse of the trench unless suitable shoring has been installed to be able to carry the additional load.



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- 3.8.9. Any neighbouring building, structure or road that may be affected or endangered by the excavation must be protected.
- 3.8.10. Every excavation must be provided with means of access that must be within 6 meters of any worker within the excavation.
- 3.8.11. The location and nature of any existing services such as water, electricity, gas etc. must be established before any excavation is commenced with and any service that may be affected by the excavation must be protected and made safe for workers in the excavation.
- 3.8.12. Every excavation including the shoring and bracing or any other method to prevent collapse must be inspected by the appointed competent person as follows:
- (a) Daily before work commences.
 - (b) After every blasting operation.
 - (c) After an unexpected collapse of the excavation.
 - (d) After substantial damage to any supports.
 - (e) After rain.
- 3.8.13. The results of any inspections must be recorded in a register kept on site.
- 3.8.14. Every excavation accessible to the public or that is adjacent to a public road or thoroughfare or that threatens the safety of persons, must be adequately barricaded or fenced to at least one meter high and as close to the excavation as practicable, and
- 3.8.15. Provided with warning lights or visible boundary indicators after dark or when visibility is poor.
- 3.8.16. Upon entering an excavation the requirements of General Safety Regulation 5 must be observed:
- (a) any confined space may only be entered after the air quality has been tested to ensure that it is safe to breathe and does not contain any flammable mixture, or
 - (b) the confined space has been purged and ventilated of any hazardous or flammable gas, vapour, dust or fumes, and
 - (c) the safe atmosphere must be maintained, or
 - (d) employees have to be provided with breathing apparatus and wear safety harnesses attached to a rope with the free end of the rope being attended to by a person outside the confined space, furthermore,
 - (e) an additional person trained in resuscitation to be in full-time attendance immediately outside the confined space, and
 - (f) additional breathing and rescue apparatus is kept immediately outside the confined space for rescue purposes.
 - (g) all pipes, ducts etc. that may leak into the confined space to be blanked off sufficiently to prevent any leakage or seepage.
 - (h) the employer must ensure that all employees have left the confined space after the completion of work.
 - (i) where flammable gas is present on a confined space no work may be performed in close proximity to the flammable atmosphere that may ignite the flammable gas or vapour.

3.9. Demolition Work (Construction Regulation 12)

- 3.9.1. A contractor shall appoint a competent person in writing to supervise and control all demolition work on site.
- 3.9.2. A contractor shall ensure that prior to any demolition work being carried out, and in order also 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.



- 3.9.3. During the demolition, a competent person shall check the structural integrity of the structure at intervals determined in the method statement contemplated in sub regulation (2), in order to avoid any premature collapses.
- 3.9.4. Every contractor who performs demolition work shall—
- (a) with regard to a structure being demolished, take steps to ensure that—
 - i. no floor, roof or other part of the structure is overloaded with debris or material in a manner which would render it unsafe;
 - ii. *all reasonably practicable precautions are taken to avoid the danger of the structure collapsing when any part of the framing of a framed or partly framed building is removed, or when reinforced concrete is cut; and*
 - iii. precautions are taken in the form of adequate shoring or such other means as may be necessary to prevent the accidental collapse of any part of the structure or adjoining structure;
 - (a) not require or permit any person to work under unsupported overhanging material, which has not been adequately supported, shored or braced;
 - (b) take steps to ensure that any support, shoring or bracing contemplated in paragraph, (b) is designed and constructed so that it is strong enough to support the overhanging material;
 - (c) where the stability of an adjoining building, structure or road is likely to be affected by demolition work on a structure, take such steps as may be necessary to ensure the stability of such structure or road and the safety of persons;
 - (d) (e) ascertain as far as is reasonably practicable the location and nature of electricity, water, gas or other similar services which may in anyway, be affected by the work to be performed, and shall before the commencement of demolition work that may affect any such service, take the steps that may be necessary to render circumstances safe for all persons involved;
 - (e) cause every stairwell used and every floor where work is being performed in a building being demolished, to be adequately illuminated by either natural or artificial means;
 - (f) cause convenient and safe means of access to be provided to every part of the demolition site in which persons are required to work; and
 - (g) erect a catch platform or net above an entrance or passageway or above a place where persons work or pass under, or fence 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 where there is a danger or possibility of persons being struck by falling objects.
- 3.9.5. A contractor shall ensure that no material is dropped to any point, which falls outside the exterior walls of the structure, unless the area is effectively protected.
- 3.9.6. Waste and debris shall not be disposed from a high place by a chute unless the chute—
- (a) is adequately constructed and rigidly fastened;
 - (b) if inclined at an angle of more than 45 degrees to the horizontal, is enclosed on its four sides;
 - (c) if of the open type, is inclined at an angle of less than 45 degrees to the horizontal;
 - (d) where necessary, is fitted with a gate at the bottom end to control the flow of material; and
 - (e) is discharged into a container or an enclosed area surrounded by barriers.
- 3.9.7. A contractor shall ensure that every chute used to dispose of rubble is designed in such a manner that rubble does not free-fall and that the chute is strong enough to withstand the force of the debris travelling along the chute.



- 3.9.8. A contractor shall ensure that equipment is not used on floors or working surfaces, unless such floors or surfaces are of sufficient strength to support the imposed loads.
- 3.9.9. Where the risk assessment indicates the presence of asbestos, a contractor shall ensure that all asbestos related work is conducted in accordance with the provisions of the, Asbestos Regulations promulgated by Government Notice No.R.155 of 10 February 2002, as amended.
- 3.9.10. Where the risk assessment indicates the presence of lead, a contractor shall ensure that all lead related work is conducted in accordance with the provisions of the, Lead Regulations promulgated by Government Notice No.R.236 of 28 February 2002, as amended.
- 3.9.11. Where the demolition work involves the use of explosives, a method statement is to be developed in accordance with the applicable explosives legislation, by an appointed person who is competent in the use of explosives for demolition work and the procedures therein are adhered to.
- 3.9.12. A contractor shall ensure that all waste and debris is as soon as reasonably practicable removed and disposed of from the site in accordance with the applicable legislation.

3.10. Water Environments

3.10.1. A contractor shall ensure that where construction work is done over or in close proximity to water, provision is made for—

- (a) preventing workers from falling into water; and
- (b) the rescuing of workers in danger of drowning.

3.10.2. A contractor shall ensure that where a worker is exposed to the risk of drowning by falling into the water, a lifejacket is provided to and worn by the worker.

3.11. Work in Confined Spaces

3.11.1. An employer or a user of machinery shall take steps to ensure that a confined space is entered by an employee or other person only after the air therein has been tested and evaluated by a person who is competent to pronounce on the safety thereof, and who has certified in writing that the confined space is safe and will remain safe while any person is in the confined space, taking into account the nature and duration of the work to be performed therein.

3.11.2. Where the provisions of sub-regulation (1) cannot be complied with the employer or user of machinery, as the case may be, shall take steps to ensure that any confined space in which there exists or is likely to exist a hazardous gas, vapour, dust or fumes, or which has or is likely to have, an oxygen content of less than 20 per cent by volume, is entered by an employee or other person only when-

- (a) subject to the provisions of sub-regulation (3), the confined space is purged and ventilated to provide a safe atmosphere therein and measures necessary to maintain a safe atmosphere therein have been taken; and
- (b) the confined space has been isolated from all pipes, ducts and other communicating openings by means of effective blanking other than the shutting or locking of a valve or a cock, or, if this is not practicable, only when all valves and cocks which are a potential source of danger have been locked and securely fastened by means of chains and padlocks.

3.11.3. Where the provisions of sub-regulation (2) (a) cannot be complied with, the employer or user of machinery shall take steps to ensure that the confined space in question is entered only when the employee or person entering is using breathing apparatus of a type approved by the chief inspector and, further, that-

- (a) the provisions of sub-regulation (2) (b) are complied with;
- (b) any employee or person entering the confined space is using a safety harness or other similar equipment, to which a rope is securely attached which reaches beyond the access to the confined space, and the free end of which is attended to by a person referred to in paragraph (c).



- (c) at least one other person trained in resuscitation is and remains in attendance immediately outside the entrance of the confined space in order to assist or remove any person or persons from the confined space, if necessary; and
 - (d) effective apparatus for breathing and resuscitation of a type approved by the chief inspector is available immediately outside the confined space.
- 3.11.4. An employer or user of machinery shall take steps to ensure that all persons vacate a confined space on completion of any work therein.
- 3.11.5. Where the hazardous gas, vapour, dust or fumes contemplated in sub regulation (2) are of an explosive or flammable nature, an employer or user of machinery shall further take steps to ensure that such a confined space is entered only if-
- (a) the concentration of the gas, vapour, dust or fumes does not exceed 25 per cent of the lower explosive limit of the gas, vapour, dust or fumes concerned where the work to be performed is of such a nature that it does not create a source of ignition; or
 - (b) such concentration does not exceed 10 per cent of the lower explosive limit of the gas, vapour, dust or fumes where other work is performed.
- 3.11.6. The provisions of this regulation shall *mutatis mutandis* also apply, in so far as they can be so applied, to any work which is performed in any place or space on the outside of and bordering on or in the immediate vicinity of, any confined space, and in which place or space, owing to its proximity to the confined space, any hazardous article, oxygen-deficient atmosphere or dangerous concentration of gas, vapour, dust or fumes may occur or be present.

3.12. Public Safety and Awareness

- 3.12.1. 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 unauthorised persons.
- 3.12.2. A catch platform or net is erected above an entrance or passageway or above a place where persons work or pass under, or fence 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.

4. CONSTRUCTION EQUIPMENT

4.1 Tools and Equipment

4.1.1 Hand Tools

- (a) Each employer is responsible for the safe condition of tools and equipment used by employees.
- (b) Select the right tool for the job. Every hand tool has a purpose and proper selection will prevent misuse.
- (c) Maintain tools. Inspect tools regularly to be sure that they are in good condition and repair or discard broken, worn or damaged tools. Records must be kept.
- (d) The wooden handles of tools must be kept free of splinters or cracks.

4.1.2. Electrical Power Tools

- (a) Select the right tool for the job.
- (b) Maintain tools. Inspect tools regularly to be sure that they are in good condition. Records must be kept.
- (c) All portable electric tools that are damaged shall be removed from use and tagged "Do Not Use."
- (d) Electric tools should not be used in damp or wet locations.
- (e) Portable grinding tools need to be equipped with safety guards to protect workers not only from the moving wheel surface, but also from flying fragments in case of breakage.

4.1.3. Pneumatic Tools

- (a) Select the right tool for the job.
- (b) Maintain tools. Inspect tools regularly to be sure that they are in good condition. Records must be kept.
- (c) Air-hose. Hose and hose connections used for conducting compressed air to utilization equipment shall be designed for the pressure and service to which they are subjected.
- (d) Compressed air shall not be used for cleaning purposes.
- (e) Working with noisy tools such as jackhammers requires proper, effective use of hearing protection.

4.2. Cranes & Lifting Equipment (Construction Regulation 20)

- (a) Cranes and Lifting equipment must be designed and constructed in accordance with generally accepted technical standards and operated, used, inspected and maintained in accordance with the requirements of Driven Machinery Regulation 8 of the OHS Act:
- (b) to be clearly and conspicuously marked with the maximum mass load (MML) that it is designed to carry safely. When the MML varies with the conditions of use, a table should be used by the driver/operator.
- (c) each winch on a lifting machine must at all time have, at least, three full turns of rope on the drum when the winch has been run to its lowest limit.
- (d) fitted with a brake or other device capable of holding the MML. This brake or device to automatically prevent the downward movement of the load when the lifting power is interrupted.
- (e) fitted with a load limiting device that automatically arrest the lift when the load reaches its highest safe position, or
- (f) when the mass of the load is greater than the MML.
- (g) every chain or rope on a lifting machine that forms an integral part of the machine must have a factor of safety as prescribed by the manufacturer of the machine and where no standard is available the factor of safety must be:
 - Chains : 4 (four)
 - steel wire ropes : 5 (five)
 - fiber ropes : 10 (ten)
- (h) every hook or load attaching device must be designed such or fitted with a device that will prevent the load from slipping off or disconnecting every lifting machine must be inspected and load tested by a competent person every time it has been dismantled and re-erected and every 12 months after that. The load test must be in accordance with the manufacturer's prescription or to 110% of the MML.
- (i) in addition all ropes, chains, hooks or other attaching devices, sheaves, brakes and safety devices forming an integral part of a lifting machine must be inspected every 6 months by a competent person.
- (j) all maintenance, repairs, alterations and inspection results must be recorded in a log book and each lifting machine must have its own log book.
- (k) no person may be lifted by a lifting machine not designed for lifting persons unless in a cradle approved by the inspector of the Department of Labour.
- (l) every jib crane with an MML of 5 000 kg or more at minimum jib radius must be provided with a load indicator or a load lifting limiting device.

4.2.1. Lifting Tackle

- (a) to be manufactured of sound material, well-constructed and free from patent defects,
- (b) to be clearly and conspicuously marked with id and MML.
- (c) Factor of safety:
 - i. Natural fibre ropes - 10 (ten)
 - ii. Man-made fibre-ropes & woven webbing - 06 (six)
 - iii. Steel wire ropes – single rope - 06 (six)
 - iv. Steel wire ropes – combination slings - 08 (eight)
 - v. Mild Steel chains - 05 (five)
 - vi. High tensile/alloy steel chains - 04 (four)
- (d) Steel wire ropes must be discarded (not used any further for lifting purposes) when excessive wear and corrosion is evident and must be examined by a competent person every three months for this purpose and the results recorded.

4.2.2. Operator

- (a) Every lifting machine operator must be trained specifically for the type of lifting machine that he/she is operating.
- (b) Operators of Jib cranes with a MML of 5 00 kg or more must be in possession of a certificate of training issued by an accredited (by The Department of Labour) training provider.
- (c) are physically and psychologically fit to operate such lifting machine by being in possession of a medical certificate of fitness.

4.3. Construction vehicles and mobile plant

- (a) A contractor shall ensure that all construction vehicles and mobile plants -
 - i. are of an acceptable design and construction;
 - i. are maintained in a good working order;
 - ii. are used in accordance with their design and the intention for which they were designed, having due regard to safety and health;
 - iii. are operated by workers who -
 - a. have received appropriate training and been certified competent and been authorized to operate such machinery; and
 - b. (ii) are physically and psychologically fit to operate such construction vehicles and mobile plant by being in possession of a medical certificate of fitness;
 - iv. have safe and suitable means of access;
 - v. are properly organized and controlled in any work situation by providing adequate signalling or other control arrangements to guard against the dangers relating to the movement of vehicles and plant, in order to ensure their continued safe operation;
 - vi. are prevented from falling into excavations, water or any other area lower than the working surface by installing adequate edge protection, which may include guardrails and crash barriers;
 - vii. where appropriate, are fitted with structures designed to protect the operator from falling material or from being crushed should the vehicle or mobile plant overturn;
 - viii. are equipped with an electrically operated acoustic signalling device and a reversing alarm; and
 - ix. are on a daily basis inspected prior to use, by a competent person who has been appointed in writing and the findings of such inspection is recorded in a register.



- (b) A contractor shall furthermore ensure that-
- i. no person rides or is required or permitted to ride on any construction vehicle or mobile plant otherwise than in a safe place provided thereon for that purpose;
 - ii. every construction site is organized in such a way that, as far as is reasonably practicable, pedestrians and vehicles can move safely and without risks to health;
 - iii. the traffic routes are suitable for the persons using them, sufficient in number, in suitable positions and or sufficient size;
 - iv. every traffic route is, where necessary indicated by suitable signs for reasons of health or safety;
 - v. all construction vehicles and mobile plant left unattended at night, adjacent to a freeway in normal use or adjacent to construction areas where work is in progress, shall have appropriate lights or reflectors, or barricades equipped with appropriate lights or reflectors, in order to identify the location of the vehicles or plant;
 - vi. bulldozers, scrapers, loaders, and other similar mobile plant are, when being repaired or when not in use, fully lowered or blocked with controls in a neutral position, motors stopped and brakes set;
 - vii. whenever visibility conditions warrant additional lighting, all mobile plant is equipped with at least two headlights and two taillights when in operation.
 - viii. Tools and material are secured in order to prevent movement when transported in the same compartment with employees.
 - ix. Vehicles used to transport employees have seats firmly secured and adequate for the number of employees to be carried; and
 - x. When workers are working on or adjacent to public roads, reflective indicators are provided and worn by the workers.

4.3.1. Hired Plant and Machinery

The Principal Contractor/Contractor shall ensure that any hired plant and machinery used on site is safe for use and complies with the minimum legislated requirements. The necessary requirements as stipulated by the OHS Act 85/1993 and Construction Regulations July 2003, shall apply. The Principal Contractor shall ensure that operators hired with the plant/machinery are competent; in possession of a valid medical certificate of fitness and that certificates are kept on site in the Safety file. Any load test requirements and inspections in terms of legislation must be complied with and copies of load test certificates and inspections must be kept in the Safety File.

4.4. Electrical installations and machinery on construction sites

The contractor shall ensure that-

- (a) before construction commences and during 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) in working areas where the exact location of underground electric power lines is unknown, employees using jackhammers, shovels or other hand tools which may make contact with a power line, are provided with insulated protective gloves or otherwise that the handle of the tool being used is insulated;
- (d) all temporary electrical installations are inspected at least once a week and electrical machinery on a daily basis before use on a construction site by competent persons and the records of these inspections are recorded in a register to be kept on site; and
- (e) the control of all temporary electrical installations on the construction site is designated to a competent person who has been appointed in writing.



4.4.1. Electrical Installation Regulation

The contractor shall ensure adherence to the electrical installation regulation as required by the Occupational Health and Safety Act and Regulations 85 of 1993:

- (a) Definitions.
- (b) Responsibility of electrical installations.
- (c) Certificate of compliance.
- (d) Construction.
- (e) Electrical contractor.
- (f) Commencement of and permission to connect installation work.
- (g) Issuing of certificate of compliance.
- (h) Appeals.
- (i) Application for registration as an accredited person.
- (j) Substitution of lost, damaged or destroyed certificates of registration.
- (k) Fees payable.
- (l) Offences and penalties.
- (m) Repeal of regulations and saving.
- (n) Short title.
- (o) Annexure 2 - Notice of commencement of installation work [regulation 6 (1)].
- (p) Annexure 3 - Application for registration as an accredited person [regulation 9].

4.4.2. Electrical Machinery Regulation

The contractor shall ensure adherence to the electrical machinery regulation as required by the Occupational Health and Safety Act and Regulations 85 of 1993:

- (a) Definitions.
- (b) Safety equipment.
- (c) Work on disconnected electrical machinery.
- (d) Notices.
- (e) Switch and transformer premises.
- (f) Electrical control gear.
- (g) Switchboards.
- (h) Electrical machinery in hazardous locations.
- (i) Portable electric tools.
- (j) Portable electric lights.
- (k) Electric fences.
- (l) Inspection authorities.
- (m) Earthing.
- (n) Supports.
- (o) Clearances of power lines.
- (p) Protection of supports.
- (q) Insulators and fittings.
- (r) Conductors.
- (s) Overhead services connections and overhead service conductors.
- (t) Crossings.
- (u) Bare conductors on premises.
- (v) Schemes to be submitted to the Postmaster General.
- (w) Offences and penalties.
- (x) Withdrawal of regulations.
- (y) Short title.

4.4.3. Electrical & Mechanical Lock-Out

An electrical and mechanical lock-out procedure must be developed by the Principal Contractor and submitted to THE CLIENT for approval before construction commences. This lock-out procedure must be adhered to by all Contractors on site.

4.5. Welding, Flame Cutting, Soldering and Similar Operations

4.5.1. No employer or user of machinery shall require or permit welding or flame cutting operations to be undertaken unless-

- (a) the person operating the equipment has been fully instructed in the safe operation and use of such equipment and in the hazards which may arise from its use;
- (b) effective protection is provided and used for the eyes and respiratory system and, where necessary, for the face, hands, feet, legs, body and clothing of persons performing such operations, as well as against heat, incandescent or flying particles or dangerous radiation;
- (c) the workplace is effectively partitioned off where practicable and where not practicable all other persons exposed to the hazards contemplated in paragraph (b) are warned and provided with suitable protective equipment.

No employer or user of machinery shall require or permit welding or flame cutting operations to be undertaken in a confined space, unless-

- (a) effective ventilation is provided and maintained; or
- (b) masks or hoods maintaining a supply of safe air for breathing are provided and used by the persons performing such operations.

4.5.2. No employer or user of machinery shall require or permit electric welding to be undertaken in wet or damp places, inside metal vessels or in contact with large masses of metal, unless-

- (a) the insulation of the electrical leads is in a sound condition;
- (b) the electrode holder is completely insulated to prevent accidental contact with current-carrying parts;
- (c) the welder is completely insulated by means of boots, gloves or rubber mats; and
- (d) at least one other person who has been properly instructed to assist the welder in case of an emergency is and remains in attendance during operations;
- (e) Provided that the provisions of this sub-regulation shall not apply to a welding process where the maximum voltage to earth does not exceed 50 volts.

4.5.3. No employer or user of machinery shall require or permit welding, flame cutting, grinding, soldering or similar work to be undertaken in respect of any tube, tank, drum, vessel or similar object or container where such object or container-

- (a) is completely closed, unless a rise in internal pressure cannot render it dangerous; or
- (b) contains any substance which, under the action of heat, may-
 - (i) ignite or explode; or
 - (ii) react to form dangerous or poisonous substances, unless a person who is competent to pronounce on the safety thereof has, after examination, certified in writing that any such danger has been removed by opening, ventilating or purging with water or steam, or by any other effective means.

4.5.4. Where hot work involving welding, cutting, brazing or soldering operations is carried out at places, other than workplaces which have been specifically designated and equipped for such work, the employer shall take steps to ensure that proper and adequate fire precautions are taken.



4.6. Ladders

- 4.6.1. An employer shall ensure that every ladder is constructed of sound material and is suitable for the purpose for which it is used, and-
- (a) is fitted with non-skid devices at the bottom ends and hooks or similar devices at the upper ends of the stiles which shall ensure the stability of the ladder during normal use; or
 - (b) is so lashed, held or secured whilst being used as to ensure the stability of the ladder under all conditions and at all times.
- 4.6.2. No employer shall use a ladder, or permit it to be used, if it-
- (a)
 - (i) has rungs fastened to the stiles only by means of nails, screws, spikes or in like manner; or
 - (ii) has rungs which have not been properly let into the stiles: Provided that in the case of welded ladders or ladders of which the rungs are bolted or riveted to the stiles, the rungs need not be let into the stiles; or
 - (b) has damaged stiles, or damaged or missing rungs.
- 4.6.3. No employer may permit that-
- (a) a ladder which is required to be leaned against an object for support be used which is longer than 9 m; and
 - (b) except with the approval of an inspector, the reach of a ladder be extended by fastening together two or more ladders:
Provided that the provisions of this sub-regulation shall not apply to extension or free-standing ladders.
- 4.6.4. In the case of wooden ladders the employer shall ensure that-
- (a) the ladders are constructed of straight grained wood, free from defects, and with the grain running in the length of the stiles and rungs; and
 - (b) the ladders are not painted or covered in any manner, unless it has been established that there are no cracks or other inherent weaknesses: Provided that ladders may be treated with oil or covered with clear varnish or wood preservative.
- 4.6.5. When work is done from a ladder, the employer shall-
- (a) take special precautionary measures to prevent articles from falling off; and
 - (b) provide suitable sheaths or receptacles in which hand tools shall be kept when not being used.
- 4.6.6. An employer shall ensure that a fixed ladder which exceeds 5 m in length and is attached to a vertical structure with an inclination to the horizontal level of 75° or more-
- (a) has its rungs at least 150 mm away from the structure to which the ladder is attached; and
 - (b) is provided with a cage which-
 - (i) extends from a point not exceeding 2,5 m from the lower level to a height of at least 900 mm above the top level served by the ladder; and
 - (ii) shall afford firm support along its whole length for the back of the person climbing the ladder, and for which purpose no part of the cage shall be more than 700 mm away from the level of the rungs:
 - (c) Provided that the foregoing provisions of paragraph (b) shall not apply if platforms, which are spaced not more than 8 m apart and suitable for persons to rest on, are provided.



4.7. Use and temporary storage of flammable liquids on construction sites

The contractor shall ensure that-

- (a) where flammable liquids are being used, applied or stored at the workplace concerned, this is done in such a manner which would cause no fire or explosion hazard, and that the workplace is effectively ventilated: Provided that where the workplace cannot effectively be ventilated-
 - (i) every employee involved is provided with a respirator, mask or breathing apparatus of a type approved by the chief inspector, and
 - (ii) steps are taken to ensure that every employee, while using or applying flammable liquid, uses the apparatus supplied to him or her;
- (b) no person smokes in any place in which flammable liquid is used or stored, and such contractor shall affix a suitable and conspicuous notice at all entrances to any such areas prohibiting such smoking;
- (c) flammable liquids on a construction site is stored in a well-ventilated reasonably fire resistant container, cage or room and kept locked with proper access control measure in place;
- (d) an adequate amount of fire-fighting equipment is installed in suitable locations around the flammable liquids store with the recognised symbolic signs;
- (e) only the quantity of flammable liquid needed for work on one day is to be taken out of the store for use;
- (f) all containers holding flammable liquids are kept tightly closed when not in actual use and, after their contents have been used up, to be removed from the construction site and safely disposed of;
- (g) where flammable liquids are decanted, the metal containers are bonded or earthed; and
- (h) no flammable material such as cotton waste, paper, cleaning rags or similar material is stored together with flammable liquids.

4.8. Good Housekeeping on construction sites

The contractor shall ensure that-

- (a) suitable good housekeeping is continuously implemented on each construction site, including provisions for the-
 - (i) proper storage of materials and equipment; and
 - (ii) removal of scrap, waste and debris at appropriate intervals;
- (b) loose materials required for use, are not placed or allowed to accumulate on the site so as to obstruct means of access to and egress from workplaces and passageways;
- (c) 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 12(6).

4.9. Stacking and storage on construction sites

Notwithstanding the provisions for the stacking of articles contained in the General Safety Regulations promulgated by Government Notice No R1931 dated 30 May 19865, as amended, a contractor shall ensure that-

- (a) a competent person is appointed in writing with the duty of supervising all stacking and storage on a construction site;
- (b) adequate storage areas are provided;
- (c) there are demarcated storage areas; and
- (d) storage areas are kept neat and under control.



4.10. Fire precautions on construction sites

Every contractor shall ensure that-

- (a) all appropriate measures are taken to avoid the risk of fire;
- (b) sufficient and suitable storage is provided for flammable liquids, solids and gasses;
- (c) smoking is prohibited and notices in this regard are prominently displayed in all places containing readily combustible or flammable materials;
- (d) in confined spaces and other spaces in which flammable gasses, vaporous or dust can cause danger-
 - (i) only suitably protected electrical installations and equipment, including portable lights, are used;
 - (ii) there are no flames or similar means of ignition;
 - (iii) there are conspicuous notices prohibiting smoking;
 - (iv) oily rags, waste and other substances liable to ignite are without delay removed to a safe place; and
 - (v) adequate ventilation is provided;
- (e) combustible materials do not accumulate on the construction site;
- (f) welding, flame cutting and other hot work are done only after the appropriate precautions as required have been taken to reduce the risk of fire;
- (g) suitable and sufficient fire-extinguishing equipment is placed at strategic locations or as may be recommended by the Fire Chief or local authority concerned, and that such equipment is maintained in a good working order;
- (h) the fire equipment contemplated in paragraph (g) is inspected by a competent person, who has been appointed in writing, in the manner indicated by the manufacturer thereof;
- (i) a sufficient number of workers are trained in the use of fire-extinguishing equipment;
- (j) where appropriate, suitable visual signs are provided to clearly indicate the escape routes in the case of a fire;
- (k) the means of escape is kept clear at all times;
- (l) there is an effective evacuation plan providing for all-
 - (i) persons to be evacuated speedily without panic;
 - (ii) persons to be accounted for, and
 - (iii) plant and processes to be shut down; and
- (m) a siren is installed and sounded in the event of a fire.

4.11. Transport of Workers

4.11.1. The Principal Contractor and any other contractor shall not;

- (a) Allow persons to be transported together with tools and equipment unless there is an appropriate area or section to store the tools and equipment;
- (b) Allow persons to be transported in a non-enclosed vehicle without a proper canopy covering the back and top and without proper sitting area. Workers shall not be permitted to stand or sit on the edge of the transporting vehicle;
- (c) Allow workers to be transported in LDV's without canopies and the correct number of seats for the passengers.



4.12. Penalties and Offences

4.12.1. The Client's Health and Safety Agent will conduct site audits and ad-hoc visits. Penalties may be imposed for on-going non-compliance of the provisions stated in the Client's health and safety specification or the Principal Contractor's safety plan.

4.12.2. Non-compliance items identified during audits/visits will be categorized into three levels.

(a) **A Hazard**

To be rectified immediately (Life threatening) and a notice to this effect will be issued. All activities must cease immediately and corrective action must be taken.

(b) **B Hazard**

To be rectified within 24 hours (Serious injury or property damage possible) and a notice to this effect will be issued.

(c) **C Hazard**

To be rectified within 48 hours (Minor or no injury) and a notice will be issued to this effect.

Note: The Client or his Agent has the right, in terms of regulation 4 (1) (e) of the Construction Regulations (July 2003) promulgated in terms of the Occupational Health and Safety Act 85 of 1993, to stop the Contractor from executing construction works which either:

- (a) is not in accordance with the Health and Safety plan for the site and/or
- (b) poses a threat to the health and safety of persons

Should the Client invoke this right, the Client will, in addition to any other legal remedies, invoke its rights to claim penalties and/or cancel the contract between itself and the Contractor in terms of the relevant provisions thereof.

4.13. Construction welfare facilities

4.13.1. The contractor shall, depending on the number of workers and the duration of the work, provide at or within reasonable access of every construction site, the following clean and maintained facilities:-

- (a) at least one shower facility for every 15 workers;
- (b) at least one sanitary facility for every 30 workers;
- (c) changing facilities for each sex; and
- (d) sheltered eating areas.

4.13.2. A contractor shall provide reasonable and suitable living accommodation for the workers at construction sites which are remote from their homes and where adequate transportation between the site and their homes, or other suitable living accommodation, is not available.

NOTE: Reference to the ACT in this document includes the CONSTRUCTION REGULATIONS



**16. SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993
(ACT 85 OF 1993)**

WRITTEN AGREEMENT

**THIS IS IN TERMS OF
SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993
(ACT 85 OF 1993)**

BETWEEN:

OVERSTRAND MUNICIPALITY

AND

(Mandatory)

INTRODUCTION

The Occupational Health and Safety Act, 1993 (Act 85 of 1993) stipulates that the Chief Executive Officer is primarily responsible or liable for the health and safety of all his/her employees. This is embedded in Section 16(1) of the said Act. This responsibility or liability is also extended to include a mandatory that performs work on behalf of the employer on his/her premises.

A “mandatory” is defined in the said Act as: - *“Including an agent, contractor or subcontractor for work, but without derogating from his status in his own right as an employer or user”*

In terms of Section 37(2), read with Section 41, of the said Act, it is legally possible for an employer to indemnify himself from this responsibility or liability regarding the actions of the mandatory. Section 37(2) stipulates that there should be a written agreement in place between the employer and the mandatory regarding the arrangements and procedures between them to ensure compliance by the mandatory with the provisions of the Occupational Health and Safety Act, 1993.

By ensuring that there is a written agreement in place, the Management of Overstrand Municipality is acting in a responsible manner, so as to ensure that this requirement is indeed being met.

In order to ensure that this written agreement is honoured at all times, regular inspections of work that is performed will be conducted and if found not complying with the said agreement, a notice of non-compliance will be issued. All work will be stopped and reasons for non-compliance must be given and what corrective action will be taken to rectify the situation must be stipulated.

SIGNED – MANAGEMENT:	
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17. OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

AGREEMENT MADE AND ENTERED INTO BETWEEN

THE OVERSTRAND MUNICIPALITY

(Hereinafter Called The "Employer")

AND

_____ (Contractor/Mandatory/Company/CC Name)

IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, ACT No. 85 OF 1993 AS AMENDED.

I, _____ representing _____,

as an employer in its own right, do hereby undertake to ensure, as far as is reasonably practicable, that all work will be performed, and all equipment, machinery or plant used in such a manner as to comply with the provisions of the Occupational Health and Safety Act (OHSA) and the Regulations promulgated there under.

I furthermore confirm that I am/we are registered with the Compensation Commissioner and that all registration and assessment monies due to the Compensation Commissioner have been fully paid or that I/We are insured with an approved licensed compensation insurer.

COID ACT Registration Number: _____ OR

Compensation Insurer: _____ Policy No.: _____

I undertake to appoint, where required, suitable competent persons, in writing, in terms of the requirements of OHSA and the Regulations and to charge him/them with the duty of ensuring that the provisions of OHSA and Regulations as well as the Council's Special Conditions of Contract, Way Leave, Lock-Out and Work Permit Procedures are adhered to as far as reasonably practicable.

I further undertake to ensure that any subcontractors employed by me will enter into an occupational health and safety agreement separately, and that such subcontractors comply with the conditions set.

I hereby declare that I have read and understand the appended Occupational Health and Safety Conditions and undertake to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan.

SIGNED ON BEHALF OF MANDATORY			
DATE:		PLACE:	
PRINT NAME:			
CAPACITY:			
SIGNATURE:			

SIGNED ON BEHALF OF THE MUNICIPALITY			
DATE:		PLACE:	
PRINT NAME:			
CAPACITY:			
SIGNATURE:			



OCCUPATIONAL HEALTH AND SAFETY CONDITIONS

1. The Chief Executive Officer of the Contractor shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act (as amended). Should the Contractor assign any duty in terms of Section 16(2), a copy of such assignment shall immediately be provided to the representative of the Employer as defined in the Contract.
2. All work performed on the Employer's premises shall be performed under the supervision of the construction supervisor who understand the hazards associated with any work that the Contractor performs on the site in terms of Construction Regulations 2003.
3. The Contractor shall appoint a Competent Person who shall be trained on any occupational health and safety aspect pertaining to them or to the work that is to be performed.
4. The Contractor shall ensure that he familiarizes himself with the requirements of the Occupational Health and Safety Act and that he, his employees, and any sub-contractors, comply with them.
5. Discipline in the interests of occupational health and safety shall be strictly enforced.
6. Personal protective equipment shall be issued by the Contractor as required and shall be worn at all times where necessary.
7. Written safe work procedures and appropriate precautionary measures shall be available and enforced, and all employees shall be made conversant with the contents of these practices.
8. No substandard equipment/machinery/articles or substances shall be used on the site.
9. All incidents referred to in terms of Section 24 of the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour and the Employer.
10. The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act and into any incident involving a Contractor and/or his employees and/or his sub-contractor/s.
11. No use shall be made of any of the Employer's machinery / plant / equipment / substance / personal protective equipment or any other article without prior arrangement and written approval.
12. No alcohol or any other intoxicating substance shall be allowed on the site. Any person suspected of being under the influence of alcohol or any other intoxicating substance shall not be permitted access to, or allowed to remain on the site.
13. Prior to commencement of any work, verified copies of all documents mentioned in the agreement, must be presented to the Employer.

PLEASE NOTE: A COPY OF THE LATEST RECEIPT TOGETHER WITH A COPY OF THE RELEVANT ASSESSMENT OR A COPY OF A VALID LETTER OF GOOD STANDING MUST BE SUBMITTED WITH THE TENDER DOCUMENT

Signature (Mandatory)		Name Print)	
Capacity			
Name OF Firm			
SIGNED - Witness 1		Name Print)	



18. SCHEDULE 9 : PRELIMINARY HEALTH AND SAFETY PLAN

Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2003 issued in terms of Section 43 of the Act. The tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

The tenderer shall attach to this schedule a Health and Safety Plan in respect of the Works in order to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act and Regulations.

Such Health and Safety Plan shall cover inter-alia the following details:

- (1) Management Structure, Site Supervision and Responsible Persons including a succession plan.
- (2) Contractor’s induction training programme for employees, sub-contractors and visitors to the Site.
- (3) Health and safety precautions and procedures to be adhered to in order to ensure compliance with the Act, Regulations and Safety Specifications.
- (4) Regular monitoring procedures to be performed.
- (5) Regular liaison, consultation and review meetings with all parties.
- (6) Site security, welfare facilities and first aid.
- (7) Site rules and fire and emergency procedures.

Tenderers are to note that the Contractor is required to ensure that all sub-contractors or others engaged in the performance of the contract also comply with the above requirements.

The tenderer shall also take into account the additional requirements stated in Part C3: Scope of Work when drawing up the Health and Safety Plan for the contract.

Note: Where the entity tendering is a joint venture, one Health and Safety Plan on behalf of the joint venture is adequate for these purposes and the score awarded for it will be based on the same criteria than that for a sole partner entity.

Details of the Health and Safety Plan shall be appended to this Schedule.

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



19. SCHEDULE OF WORK EXPERIENCE OF THE TENDERER

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

COMPLETED CONTRACTS						
Employer (Name, Tel, Fax, Email)		Consulting Engineer (Name, Tel, Fax, Email)		Nature of Work	Value of Work (Incl. Vat)	Date Completed
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
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Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				

Attach additional pages if more space is required.

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



SCHEDULE OF WORK EXPERIENCE OF THE TENDERER - CONTINUED

CURRENT CONTRACTS						
Employer (Name, Tel, Fax, Email)		Consulting Engineer (Name, Tel, Fax, Email)		Nature of Work	Value of Work (Incl. Vat)	Date Completed
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
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Attach additional pages if more space is required.

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



20. SCHEDULE OF DETAILS OF KEY-PERSONNEL EXPERIENCE

The tenderer shall set out in the tables hereafter details of the relevant experience in similar successfully completed projects of the persons identified for each listed position.

Tenderers that fail to supply the information requested in this schedule (both pages of this schedule included) with their tender offers and in this format will **NOT** be evaluated.

Note: One person only to qualify for each of the positions listed below. The key personnel to be used in this regard will be subject to the approval of the Engineer prior to the commencement date of the contract. Should any of the persons identified not be available for the position which they are indicated for, then a suitable candidate with equal or superior tertiary qualification and/or relevant experience than that of the person which he/she replaces shall be used for every such position.

CONTRACTS MANAGER	NAME:			
	TERTIARY QUALIFICATION:			
Contact and Client	Project Description of similar successfully completed projects	Position held	Value of work (Incl. VAT) (R million)	Year completed

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



SITE AGENT	NAME:			
	TERTIARY QUALIFICATION:			
Contact and Client	Project Description of similar successfully completed projects	Position held	Value of work (Incl. VAT) (R million)	Year completed

GENERAL FOREMAN	NAME:			
	TERTIARY QUALIFICATION:			
Contact and Client	Project Description of similar successfully completed projects	Position held	Value of work (Incl. VAT) (R million)	Year completed

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

21. SCHEDULE OF SUBCONTRACTORS

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

SUBCONTRACTORS				
Category / Type	Subcontractor Name; Address; Contact Person; Tel. No.		Items of work (pay items) to be undertaken by the Subcontractor	Estimated cost of Work (Rand)
1.	Name of firm			
	Contact person			
	Tel No			
	Address			
2.	Name of firm			
	Contact person			
	Tel No			
	Address			
3.	Name of firm			
	Contact person			
	Tel No			
	Address			
4.	Name of firm			
	Contact person			
	Tel No			
	Address			
5.	Name of firm			
	Contact person			
	Tel No			
	Address			
6.	Name of firm			
	Contact person			
	Tel No			
	Address			

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)	
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Acceptance of this tender shall not be construed as approval of all or any of the listed subcontractors. Should any of the subcontractors not be approved subsequent to acceptance of the tender, this shall in no way invalidate this tender, and the tendered unit rates for the various items of work shall remain final and binding, even in the event of a subcontractor not listed above being approved by the Engineer.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



22. SCHEDULE 8 : BANKING DETAILS

The bidder must provide all relevant banking details in table below:

Financial Institution	
Branch	
Branch Code	
Contact Person	
Contact Number	
Name of Account Holder	
Account Number	

We hereby give Overstrand Municipality permission to obtain the necessary bank codes from our financial institution.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

**23. ENVIRONMENTAL SPECIFICATION I.T.O. THE NATIONAL ENVIRONMENTAL
MANAGEMENT ACT; (ACT107 OF 1998)**

This specification shall be used in conjunction with all other applicable safety specifications, legislation and regulations in force at the time of the contract. Where unique site specifications are in force, those site specifications shall take precedence over this specification.

ABBREVIATIONS:

- a) **EA** means Environmental Authorisation
- b) **ECO** means Environmental Control Officer
- c) **EMP** means Environmental Management Programme

DEFINITIONS:

- a) **Environmental Specification:** means a documented specification of all environmental management requirements pertaining to the associated works on a construction site.
- b) **Client:** means any person for whom construction work is being performed.
- c) **Act:** means the NEMA Act (107/1998).

1. INTRODUCTION
1.1 Scope

- (a) This Specification covers the requirements for managing and mitigation of environmental impacts affecting the environment on the **BOREHOLE AND IRRIGATION INSTALLATIONS AT VARIOUS SITES IN THE GREATER GANSBAAI AREA** construction project.
- (b) The specification will provide the requirements that Principal Contractor and Contractors will have to comply with in order to reduce pollution or degradation of the environment from occurring, continuing or recurring associated with the above mentioned contract work that may lead to damage to property and surrounding environment to a level as low as reasonably practicable .

1.2 Preamble

Every effort has been made to ensure that this Specification is accurate in all respects; however, should it contain any errors or omissions they may not be considered as grounds for claims under the contract for additional reimbursement or extension of time.

1.3 Purpose

The purpose of this Specification is to brief contractors on the significant environmental aspects of the project. It provides information and requirements on *inter alia*:

- (a) submissions and approvals of environmental method statements;
- (b) management and impact mitigation of construction activities affecting the site and its surrounding environment;
- (c) rehabilitation of affected site and surrounding environment;
- (d) ensuring compliance monitoring in terms of NEMA requirements and other relative legislations, permits, environmental authorizations and approved EMP; and
- (e) submissions and correspondence on environmental matters.

1.4 Interpretations

National Environmental Management Act, Act 107 of 1998 shall apply to this applies to any person involved in construction work. These regulations are hereinafter referred to as "the Environmental Regulation" and the said Act as "the Act".

Construction work is defined as any work in connection with:

- (a) “commence” - the start of any physical activity, including site preparation and any other activity on site in furtherance of a listed or specified activity;
- (b) the building, erection or establishment of a facility, structure or infrastructure that is necessary for the undertaking of a listed or specifies activity;
- (c) the modification, extension, alteration, or upgrading of a facility, structure or infrastructure at which an activity takes places place in such a manner that the capacity of the facility or the footprint of the activity is increased;
- (d) the taking out of active service permanently or dismantle partly or wholly, or closure of a facility to the extent that it cannot be readily re-commissioned;
- (e) activities that is developed in phases over time on the same or adjacent properties to create a single or linked entity through interconnected internal vehicular or pedestrian circulation, sharing of infrastructure, or the continuum of design, style or concept by the same proponent or his or her successors.

1.5 Definitions

- (a) Definitions as listed in the National Environmental Management Act (NEMA), Act No 107 of 1998, the Environmental Impact Assessment (EIA) Regulations, 18 June 2010, National Environmental Management: Waste Act (NEM:WA), Act 57 of 2008, National Water Act (NWA), Act No. 36 of 1998, and National Heritage Resources Act, Act No. 25 of 1999.
- (b) Competent Authority means the organ of state charged by the Act with evaluating the environmental impact of the activity and, where appropriate, with granting or refusing and environmental authorisation in respect of the activity.
- (c) The Method Statement is a written submission by the Contractor to the Engineer/ECO, in response to the Specifications or a request by the Engineer/ECO, setting out the plant, materials, labour and method the Contractor proposes using to carry out an activity, identified by the relevant specification or the Engineer/ECO when requesting the Method Statement, in such detail that the Engineer/ECO is enabled to assess whether the Contractor’s proposal is in accordance with the Specifications.
- (d) The Method Statement shall cover applicable details with regards to:
 - (i) Construction procedures;
 - (ii) Materials and equipment to be used;
 - (iii) Getting the equipment to and from site;
 - (iv) How the equipment/material will be moved while on site;
 - (v) How and where material will be stored;
 - (vi) The containment (or action to be taken if containment is not possible) or leaks or spills of any liquid or material that may occur;
 - (vii) Timing and location of activities;
 - (viii) Compliance/non-compliance with the Specifications; and
 - (ix) Any other information deemed necessary by the Engineer/ECO.

2. ADMINISTRATION

2.1 Legal Requirements

All Contractors entering into a Contract with THE CLIENT shall, as a minimum, comply with the-

- (a) National Environmental Management Act (Act 107 of 1998).

2.2 Further (Specific) Supervision Responsibilities for Environmental Management

- (a) Depending on the activities associated with the Construction work the Contractor shall appoint designated competent employees and/or other competent persons as required by the Act and Regulations.

- (b) The appointments must be in writing and the responsibilities clearly stated together with the period for which the appointment is made. This information must be communicated and agreed with the appointees.
- (c) Copies of appointments must be submitted to THE CLIENT together with concise CV's of the appointees. All appointments must be officially approved by THE CLIENT and any changes in appointees or appointments must be communicated to THE CLIENT forthwith.
- (d) The Principal Contractor must, furthermore, provide THE CLIENT with an organogram or schedule of all Contractors that he/she has appointed or intends to appoint and keep this record updated on a weekly basis.
- (e) Where necessary, or when instructed by THE CLIENT or an Environmental Regional Manager of the Competent Authority, the Principal Contractor must appoint a competent ECO subject to the approval of THE CLIENT.

2.3 Designation of ECO (Section 24Q of NEMA)

NOT APPLICABLE

2.4 Environmental Awareness Training

- (a) It is a requirement of this contract the environmental awareness training courses are run for all personnel on site. All employees who spend more than 1 day a week or four days in a month on site must attend the training. Two types of courses shall be run: one for the Contractors and Subcontractors management and one for all site staff and labourers. Courses shall be run during normal working hours at a suitable venue provided by the Contractor. All attendees shall remain for the duration of the course and sign an attendance register that clearly indicates participant's names on completion, a copy of which shall be handed for the Engineer/ECO. The size of each session shall be limited to the numbers shown in the Project Specification and the Contractor shall allow for sufficient sessions to train all personnel. Subsequent sessions shall be run for any new personnel coming onto site. A Method Statement with respect to the organization of these courses shall be submitted. Conduct revised training as and when required.
- (b) Notwithstanding the specific provision of this clause it is incumbent upon the Contractor to convey the sentiments of the EMP to all personnel involved with the works.
 - (i) Training course for management and foremen: The environmental awareness training course for management shall include all management and foremen, and shall be presented by the Engineer/ECO or his designated representative for duration of approximately one-hour. The initial course shall be undertaken not more than seven (7) days prior to commencement of work on site.
 - (ii) Training course for site staff and labourers: The environmental awareness training shall be presented by the Contractor for material provided by the Engineer/ECO unless otherwise indicated in the Project Specification. The course shall be approximately one-hour long. The course shall run not more than seven (7) days after the commencement of work on site with sufficient sessions to accommodate all available personnel.

3. CONSTRUCTION

3.1 Compliance Monitoring and Reporting

- (a) Monthly or bi-monthly site investigations will be conducted to ensure compliance with environmental legislation, authorization and management programmes.
- (b) Activities not assessed in the environmental assessment phase and/or authorised by the Competent Authority of the project; or possible deviations will require consultation with the Competent Authorities and submission of environmental methods statements by the Client/Principle Contractor.

3.2 Emergency Procedures

- (a) The Principal Contractor must prepare a detailed emergency Procedure. The procedure must include the following:

- (i) List of key competent personnel
 - (ii) Details of emergency services
- (b) Actions to be taken in the event of an emergency.
- (c) Emergency Procedure shall include, but is not limited to: major spillages, incidents/accidents, injury to employees, damage to property/equipment/plant, incidents involving hazardous substances, fires, floods.
- (d) The Principal Contractor shall advise the Client in writing forthwith, of any emergency, together with a record of action taken.
- (e) A contact list of Fire department, Ambulance, SAPD, Hospital and contractors contact person must be maintained, available and displayed on site.

3.3 Protection of archaeological and paleontological remains

If remains are discovered on site during earthworks, works shall cease and the Contractor shall immediately inform the Engineer/ECO and contact the relevant authority, i.e. South African Heritage Resources Agency (SAHRA) and Heritage Western Cape (HWC).

3.4 Asphalt, bitumen and paving

- (a) Over spray of bitumen products outside of the road surface and onto roadside vegetation shall be prevented using a method approved by the Engineer/ECO.
- (b) Bitumen drums / products shall be stored in an area approved by the Engineer/ECO. This area shall be indicated on the construction camp layout plan. The storage area shall have a smooth impermeable (concrete or thick plastic covered in sand floor. The floor shall be bunded and sloped towards a sump to contain any spillages of substance.
- (c) When chip / gravel excess shall not be left on road/paved area verges. This shall be swept/raked into piles and removed to an area approved by the Engineer/ECO.
- (d) Stone chip / gravel excess shall not be left on road / paved area verges. This shall be swept/raked into piles and removed to an area approved by the Engineer/ECO.
- (e) Milled or cutout bitumen shall be removed to an area approved by the Engineer/ECO.
- (f) Water quality from runoff from newly / fresh bitumen surfaces shall be monitored by the Engineer/ECO and remedial actions taken where necessary.
- (g) Heating of bitumen products shall only be undertaken using LPG or similar zero emission fuels.
- (h) Appropriate fire-fighting equipment shall be readily available.

3.5 Mitigation and Rehabilitation

- (a) The Principal Contractor shall ensure that his and other Contractors' personnel appointed keep the construction footprint to a minimum.
- (b) The Principle Contractor shall take the necessary prevention and mitigation measures to ensure that soils, ground and surface water resources are not polluted or degraded.
- (c) The Principle Contractor shall ensure the rehabilitation of the disturbed area to its original state or that disturbed areas are re-vegetated with indigenous vegetation as stipulated in the EMP.

3.6 Water Environments

- (a) The Contractor shall ensure that where construction work is done over or in close proximity of a water resource the required authorisation is obtained from the Department of Water Affairs as stipulated in the National Water Act, Act No. 36 of 1998.
- (b) The Contractor shall make provision for the prevention of surface of groundwater pollution.



24. CERTIFICATE OF REGISTRATION WITH CIDB

CIDB Contractor Registration Certificate

A Certificate of Contractors Registration issued by the Construction Industry Development Board (CIDB) shall be attached to this schedule.

Where a tenderer satisfies CIDB Contractor Grading designation requirements through joint venture formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner.

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



25. DECLARATION CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS, 2003

In terms of regulation 4(4) of the Construction Regulations, 2003 (hereinafter referred to as the Regulations), promulgated on 18 July 2003 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) the Employer shall not appoint a contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

Tenderers shall answer the questions below:

1. I confirm that I am fully conversant with the Regulations and that my company has (or will acquire/procure) the necessary competencies and resources to timeously, safely and successfully comply with all of the requirements of the Regulations.

(Tick)

YES	
NO	

2. Indicate which approach shall be employed to achieve compliance with the Regulations.

Own resources, competent in terms of the Regulations (refer to 3 below)	(Tick)
Own resources, still to be hired and/or trained (until competency is achieved)	
Specialist subcontract resources (competent) - Specify:	
.....	
.....	
.....	
.....	
.....	
.....	

3. Provide details of proposed key persons, competent in terms of the Regulations, who will form part of the Contract team as specified in the Regulations (CVs to be attached):

.....

.....

.....

.....

.....



4. Provide details of proposed training (if any) that will be undergone:

5. List potential key risks identified and measures for addressing risks:

6. I have fully included in my tendered rates and prices (in the appropriate payment items provided in the Schedule of Quantities) for all resources, actions, training and any other costs required for the due fulfilment of the Regulations for the duration of the construction and defects repair period

(Tick)

YES	
NO	

SIGNATURE OF PERSON(S) AUTHORISED TO SIGN THIS TENDER:

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

26. PERFORMANCE GUARANTEE

For use with the General Conditions of Contract for Construction Works, 2nd Edition, 2010.

GUARANTOR DETAILS AND DEFINITIONS

“Guarantor” means	
Physical address	
Employer” means	Overstrand Municipality
“Contractor” means	
“Engineer” means	N/A
“Works” means	Tender No. SC 1443/2013 : Borehole and Irrigation Installations at Various Sites in the Greater Gansbaai Area
“Site” means:	The site as defined in Clause 1.1.1.29 of the General Conditions of Contract
“Contract” means:	The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.
“Contract Sum” means:	The accepted amount inclusive of tax of R
Amount in words:	
“Guaranteed Sum” means:	The maximum aggregate amount of R
Amount in words:	
“Expiry Date” means:	Date of issue by the Engineer of the Certificate of Completion of the Works

CONTRACT DETAILS

Engineer issues: Interim Payment Certificates, Final Payment Certificate and the Certificate Completion of the Works as defined in the Contract.

PERFORMANCE GUARANTEE

1. The Guarantor’s liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor’s period of liability shall be from and including the date of issue of this Performance Guarantee and up to the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
 - 3.2 its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor’s maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor’s physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
 - 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.



5. Subject to the Guarantor’s maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor’s physical address calling up this Performance Guarantee, such demand stating that:
 - 5.1 the Contract has been terminated due to the Contractor’s default and that this Performance Guarantee is called up in terms of 5; or
 - 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
 - 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor’s maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer’s bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
14. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate’s Courts Act No. 32 of 1944, as amended, to the jurisdiction of the Magistrate’s Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate’s Court.

Signed at		Date	
Guarantor’s signatory (1)		Guarantor’s signatory (2)	
Capacity		Capacity	
Witness signatory (1)			
Witness signatory (2)			



27. INSURANCE BROKER'S WARRANTY

Pro Forma



Letterhead of Contractor's Insurance Broker

Date

Municipal Manager
Overstrand Municipality
P O Box 20,
Hermanus
7200
South Africa

Telephone: +27 (0)28 313 8000
Facsimile: +27 (0)28 313 8182

Dear Sir

TENDER NO.: SC1430/2013

CONTRACT TITLE: BOREHOLE AND IRRIGATION INSTALLATIONS AT VARIOUS SITES IN THE GREATER GANSBAAI AREA

NAME OF CONTRACTOR:

I, the undersigned, do hereby confirm and warrant that all the insurances required in terms of the abovementioned contract have been issued and/or in the case of blanket/umbrella policies, have been endorsed to reflect the interests of the OVERSTRAND MUNICIPALITY with regard to the abovementioned contract, and that all the insurances and endorsements, etc, are all in accordance with the requirements of the contract.

I furthermore confirm that all premiums in the above regard have been paid.

Yours faithfully

Signed:.....

For:



PART B – SPECIFICATIONS AND PRICING SCHEDULE

28. SPECIFICATIONS

A. GENERAL DESCRIPTION

1. GENERAL DESCRIPTION OF WORKS

- 1.1. The works consists of the drilling of boreholes and the installation of irrigation systems in the Greater Gansbaai area.
- 1.2. **Borehole Installations**
- 1.3. The borehole installation consists out of the drilling of a borehole and the installation of the borehole pump with all other necessary installations for the pump to work (electrical, etc.) at the Franskraal bowling club.
- 1.4. **Irrigation Installations**
- 1.5. The irrigation installations consist out of two sections. The one section is the installation of an irrigation system at the Kleinbaai golf course at various points on the golf course. The second section is the installation of a self-propelled irrigation system at the public cricket field in Stanford. This section will consist of the installation of a sump with a lockable pump chamber underground and a pipeline with the necessary connections for the irrigator to connect to over the field for the self-propelled irrigator to work.

2. LOCATION OF WORKS

The sites are located within the residential areas of Franskraal, Kleinbaai and Stanford. See Annexure A for locality plans.

B. DRILLING SPECIFICATIONS

1. APPROACH AND RESPONSIBILITIES

The Drilling Contractor will be responsible for the drilling of the borehole and to develop the most suitable and mutually acceptable finished product. A Hydro-Geological Consultant will be available when necessary.

2. DRILLING EQUIPMENT AND MATERIALS

- 2.1. The Drilling Contractor will provide all labour, transport, plant, tools, materials including water for drilling and appurtenances necessary to satisfactorily complete the drilling programme. It is imperative that the Drilling Contractor supplies equipment of a suitable size and capability to drill deep boreholes and to accommodate large quantities of water if necessary and difficult drilling conditions. The compressors supplied by the Drilling Contractor should have the necessary capacity and if not, the contractor should provide a second compressor to enable further penetration.
- 2.2. Equipment brought onto the site may not be removed without the written permission of the municipality. It will be the responsibility of the Contractor to arrive on the site with all equipment, materials and chemicals required to complete the work without undue interruption.
- 2.3. If necessary the Hydro-Geological Consultant or municipality will have the right to inspect the equipment to be used prior to the commencement of the work. If the Hydro-Geological Consultant or municipality considers the plant in use on the site of the Works is in any way inefficient or inadequate in capacity, he will have the right to call upon the Contractor to put such equipment in order within 7 days or, alternatively, to remove such plant and replace it with other plant or equipment which he considers necessary to meet the requirements of the Contract.
- 2.4. In the event that this requirement is not satisfied, the Hydro-Geological Consultant or municipality reserves the right to terminate the Contract immediately.

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3. DRILLING EXPERIENCE

- 3.1. The tenderer should provide a list of relevant projects completed to date. The list should include the following:
- 3.1.1. Contract name;
 - 3.1.2. Contract value;
 - 3.1.3. Drilling techniques used; and
 - 3.1.4. Client contact details.
- 3.2. The tenderer should also provide a short CV of the site supervisor and operator that will be working on the project.

4. DRILLING TECHNIQUES

- 4.1. The preferred drilling technique is rotary air percussion employing a down-the-hole (DTH) hammer.
- 4.2. The Drilling Contractor must have equipment capable of drilling, reaming and handling large quantities of water.

5. BOREHOLE CONSTRUCTION

- 5.1. Drilling of each borehole must commence at a diameter that will allow for the trouble free insertion of casing.
- 5.2. If loose and collapsing formation is intersected, the borehole can be reamed 203mm (8-inch) (to below the weak zone and 165mm (6½-inch) steel casing installed. Slotted casing must be installed across water strikes.
- 5.3. The borehole design will depend on the hydrogeological conditions encountered in each borehole.

6. CASING

- 6.1. All steel casing to be used on the project must meet project specification by being new, seam welded, round, straight, and with a uniform wall thickness of not < 6mm. 6.5-inch casing can have a wall thickness of 4mm.
- 6.2. uPVC casing and screens used must be class 12, have a minimum internal diameter of 178mm (Outer diameter of 200mm) and must be of the flush jointed screwed and socketed type. The screen slot widths must be 1mm. Screens must be inserted to straddle water intersections. **THE SCREEN PERFORATIONS OR SLOTS MUST BE PREFABRICATED** to ensure that they are uniform, straight and free of clogging or bridging materials.
- 6.3. Perforated, or slotted, casing is to be installed where a casing string inserted into a borehole will extend across a water-bearing horizon. The perforations or slots will allow the groundwater to enter the borehole. **THESE PERFORATIONS OR SLOTS MUST BE PREFABRICATED** to ensure that they are uniform, straight and free of clogging or bridging material. Slots should be 300mm in length, 2 - 3mm wide and positioned in bands around the circumference of the casing. To prevent favourable conditions for bio-fouling occurring, slotted casing must only be installed where absolutely necessary.

7. BOREHOLE STRAIGHTNESS

- 7.1. A straightness test may be requested by the Consulting Hydro-Geologist or municipality at any time during drilling and the Drilling Contractor should have the necessary equipment on the site at all times to carry out a straightness test. A straightness test **must** be carried out in all boreholes after completion of the drilling – this is to be done in the presence of the Hydro-Geologist or his representative.

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- 7.2. This test is carried out by lowering a "dummy" on the end of a steel rope through the borehole. The "dummy" consists of a rigid hollow steel pipe with an outside diameter, which is not more than 20mm smaller in diameter than the borehole casing. The "dummy" is to be at least 6 m in length to ensure that it straddles the casing joints in the borehole. The borehole will be considered straight if the "dummy" passes down the entire length of the borehole and can be withdrawn without it binding or becoming stuck in the borehole. A borehole that fails a straightness test will be deemed lost and the Drilling Contractor will be required to drill a replacement borehole at his own expense.

8. LOST BOREHOLES

- 8.1. A borehole will be declared lost by the Hydro-Geological Consultant in the event that it cannot be completed satisfactorily due to factors such as the irrecoverable loss of drilling equipment, materials or tools therein, accidents to plant or heavy machinery, failure to pass a straightness or verticality test. The Drilling Contractor will then have the option to remediate the situation to the satisfaction of the Hydrogeological Consultant or, alternatively, to declare the situation irretrievable. No payment shall be made for any work done, materials used or time spent by the Drilling Contractor on a lost borehole. Furthermore, the cost of any materials recovered in a damaged state from a lost borehole will be borne by the Drilling Contractor.
- 8.2. A borehole that is declared lost shall be replaced with a new borehole to be constructed by the Drilling Contractor at a position indicated by the Hydro-Geological Consultant.
- 8.3. All lost and unsuccessful boreholes are to be plugged by backfilling with drilling cuttings, which are to be periodically washed down with water to prevent "hanging" in the borehole. Once the infill material extends to the surface it must be compacted until assurance can be had that no further subsidence will occur. The Drilling Contractor must then construct a shallow circular concrete collar around each lost borehole. The concrete mixture shall consist of water, Portland cement, stone aggregate (10mm) and clean sand.

9. DATA RECORDING AND REPORTING

- 9.1. A daily detailed and accurate record of all information arising from the borehole drilling activity must be recorded by the Drilling Contractor. The information to be recorded by the Drilling Contractor includes the following:
- 9.1.1. **Penetration rate:** This represents the time taken, as measured with a stop watch, to advance the borehole one meter.
- 9.1.2. **Formation sampling:** A representative spade-full of drilling chips should be collected at the mouth of the borehole **for each meter drilled. The "samples" are to be washed and placed in plastic trays and each tray must be marked with beginning depth and end depth.**
- 9.1.3. **Fracture intersection:** This information relates to the depth at which fracturing, and possible water intersection (including seepage) occurs. The depth(s) at which the fracture(s) or water is encountered must be recorded to an accuracy of at least 1m.
- 9.1.4. **Blow yield samples:** The yield of water encountered at depth must be measured and recorded immediately following each water strike. The most acceptable and preferred means of measurement is provided by the use of a 90° V-notch weir. A water sample must also be collected at each water strike, following the yield measurement. The sample bottles must be marked clearly with a permanent marking pen, i.e. date, borehole number, depth and blow yield. The **Electrical Conductivity** and **pH of each water strike** must be measured by the contractor.

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- 9.1.5. **Groundwater level:** The groundwater level **must be measured** (with a dip-meter) and recorded in the register at the start of each day of drilling.
- 9.1.6. **Drilling register:** Daily drilling progress will be recorded in a drilling register by the Hydrogeological Consultant and this register is to be signed at the end of each day's drilling by both the Drilling Contractor and the Hydro-Geological Consultant's representative.
- 9.1.7. **Artesian flow:** Artesian flow is not expected.

10. COMPLETION OF BOREHOLE

- 10.1. Once casing has been installed, the annular space between the borehole sidewall and the outside of the casing must be filled with suitable material. This backfilling must extend to within 5 m of the ground surface.
- 10.2. In instances where the borehole has been cased with solid casing, the drill cuttings, which have been removed from the borehole during drilling, may be used for annular backfilling purposes.
- 10.3. In situations where the water bearing horizons are open to the borehole via slotted/perforated casing, a formation stabiliser must be installed into the annulus. This stabiliser must comprise material that is well sorted, well rounded, low in calcareous content and graded so that the smallest grain size is larger than the casing slots / perforations. To ensure that the formation stabiliser enters into the annulus it can be washed in with fresh water. The formation stabiliser must extend some 10 m above the top of the uppermost slotted / perforated section of casing before the borehole is developed.
- 10.4. The area immediately around each borehole must be sloped away from the boreholes for surface water to drain away from them.
- 10.5. The Drilling Contractor must construct a square concrete collar around each borehole (1m x 1m x 300mm), with 150mm below the ground surface and 150mm above the ground surface. The concrete mixture shall consist of water, Portland cement, stone aggregate (10mm) and clean sand.
- 10.6. All boreholes are to be protected by fitting a lockable cap to the borehole collar. The lockable cap must have an easily visible borehole label attached to it on the top, which will include the borehole number, drilled completion date, and depth of borehole.
- 10.7. On completion of work the Drilling Contractor shall tidy the site by clearing and removing all foreign material brought onto the site. Drill chips are to be levelled and the site rehabilitated to the satisfaction of the Hydrogeological Consultant.

11. BOREHOLE DISINFECTION

- 11.1. Also known as sterilisation, the purpose hereof is to disinfect the borehole and its contents of any bacteria, and particularly coliform bacteria, introduced into the borehole during drilling operations. Sterilisation is most readily accomplished by introducing chlorine (or chlorine-yielding compounds) into the borehole. Granular HTH chlorine is an example of such a compound.
- 11.2. Since any disinfectant agent destroys only the bacteria it contacts, simply pouring the solution into the borehole does not promote complete disinfection. This can be achieved by agitating the water in the borehole to effect thorough mixing with the disinfectant. Alternatively, the required amount of granular, dry compound (calcium hypochlorite) can be placed in a short perforated tube capped at both ends, suspended from a cable or rope and then raised and lowered through the column of water in the borehole until all the compound is dissolved.

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12. BOREHOLE PUMP

The borehole pump preferred is **Grundfos** or must be of similar quality. The size of the pump must be specified according to the depth of the borehole, see **Annexure B**. The groundwater will be pumped into tanks next to the club house and the borehole pumps must be able to pump the water into the tanks. It is the contractor's responsibility to make sure the pump is installed correctly. The pump must also have all the necessary safety specifications included to protect the pump from any danger. It is the responsibility of the contractor to make sure all pump safety is installed on the pump. The depth of the borehole can differ from the plan in **Annexure B** and can have an effect on the pump size. The contractor must accommodate the change in pump size if necessary.

13. BOREHOLE ELECTRICAL

The electrical installation is the responsibility of the contractor. All necessary electrical equipment must be installed and all the necessary certificates must be collected and handed to the municipality at handover. The electrical installation must also be connected to the municipal connection or to the connection available. All must be included in the tender rate.

14. GENERAL

- 14.1.** The position of the drilling site will be indicated by the municipality or hydrogeological consultant.
- 14.2.** The municipality or Hydro-Geological consultant will have the right to reject, with motivation, any material (including casing, gravel pack) which is deemed inappropriate, substandard or otherwise unsuitable for the project.
- 14.3.** No accommodation is provided and staff toilet facilities remain the responsibility of the drilling contractor.
- 14.4.** The drilling contractor shall adhere to the Mines and Works Safety Regulations and the South African Laws related to safety and the environment.
- 14.5.** Drilling will continue without the hydrogeological consultant being present, unless instructed otherwise by the hydrogeological consultant. Regular site visits will be carried out by the municipality or Hydro-Geological consultant.

C. IRRIGATION SPECIFICATIONS**1. SCOPE OF WORK**

The work consists of supply, installation, commissioning and testing of irrigation systems. It is the responsibility of the Irrigation Contractor to ensure that the Flow Rate is available on the site, prior to commencement of the installation. Should this not be the case, the Irrigation Contractor is to inform the municipality as soon as this is established.

2. PERSONNEL

- 2.1.** All workmanship shall be of the highest standards and shall comply with the specifications of the manufacturer of the equipment used.
- 2.2.** Only the highest grade of materials shall be installed. It is the Irrigation Contractor's responsibility to ensure that materials comply.

3. PREVIOUS EXPERIENCE

Bidders must submit references of at least 2 recently completed (less than 2 years old) projects. Should the bidder fail to submit said references, the bid will not be considered further.

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4. EXCAVATION AND REINSTATEMENT

- 4.1. The Contractor shall be responsible for the installation of all underground work from the existing main pipeline to the irrigation main line and from here to the various sprinklers or parts of the irrigation system. This work includes removal of grass and other plants (if applicable), excavation of the pipe trenches to the required lines and levels, installation of pipes fittings and all other accessories required by the installation, reinstatement of the excavations with backfilling material and reinstatement of grass. All reinstatement shall be strictly to the approval of the Project Manager. The Contractor shall remove excess material, spoil or unsuitable material from the site.
- 4.2. All piping less than 75mm shall be installed such that they have a minimum soil cover of 400mm below finished grade.
- 4.3. If rock or other adverse conditions preclude the installation at the prescribed depth, the Municipality's written permission must be obtained for burial at a shallower depth and adequate protection shall be given to piping.
- 4.4. Trenches shall be back-filled and compacted to prevent subsidence and backfill surrounding the pipe shall be free of rock.

5. PIPING AND PIPE LAYING

- 5.1. Only piping from approved manufacturers shall be used.
- 5.2. All piping shall be installed according to manufacturer's specification.
- 5.3. All piping shall not at any time under working conditions be subjected to pressures in excess of the pressure rating.
- 5.4. Only approved fittings shall be used.
- 5.5. Only piping and fittings made from a material suitable to site soil conditions shall be used (PH etc.).
- 5.6. The Mainline piping shall be a High Density Polythene Pipe to SABS ISO 4427 and shall bear the SABS mark. The piping shall be coupled together with good quality compression fittings. The Compression Fittings shall be true PN16 fittings and shall have both SABS and KIWA Certification and shall bear the KIWA mark on the fittings.
- 5.7. The Spray-line piping (15mm – 25mm diameter) shall be Low Density Polythene Pipe of a quality approved by the municipality. The piping shall be class 6 and shall be fitted together with Full Flow Pipe Fittings. Spray-line piping (32mm diameter and larger) shall be a High Density Polythene Pipe PE100 PN6 to SABS ISO 4427, and shall bear the SABS mark.
- 5.8. Pipes shall be laid to provide a minimum cover depth of 400mm along the entire length of the pipe.
- 5.9. Trench width shall be kept as narrow as possible, generally not wider than pipe diameter plus 600mm. The trench bottom shall be bedded and surrounded by compacted sand and free of stones to provide cover of 100mm over the pipe. The trench shall be backfilled with the material excavated out of the trench, but must be free of any stones (stones shall be taken to spoil.)
- 5.10. The bedding and backfilling shall be done in layers not thicker than 150mm each, carefully compacted to the same density as the surrounding ground.
- 5.11. All pipes shall be laid and jointed strictly in accordance with the pipe manufacturer's instructions. Couplings, connectors, etc. shall be of the same pressure rating as the pipe material and secured against bursting pressures or thrusts. All bends and fittings, which can generate thrust, shall be laid either with couplings, which transfer thrusts to the pipe, or with appropriately sized thrust blocks.
- 5.12. No substitution of pipes with a lower pressure rating or size shall be accepted. Pipes of a higher pressure rating and/or larger size may be accepted, subject to approval by the municipality, and at the rates tendered for the relevant pipe in the tender document.

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5.13. All pipelines shall be thoroughly flushed prior to installation of Valves and Sprinklers.

6. SPRINKLERS

- 6.1. The sprinklers shall be selected to operate only within the manufacturer's pressure range.
- 6.2. Only sprinklers having a compatible rate of precipitation shall be used on the same spray-line
- 6.3. Rainbird Falcon Model 6504/ Hunter gear driven pop-up spring return sprinkler units shall be installed or a unit similar in function and quality.
- 6.4. It shall have Rain Curtain Nozzles with larger water droplets for greater wind resistance, effective close-in watering and even distribution across the entire radius.
- 6.5. It shall have 12 interchangeable nozzles: 6 Rain Curtain Nozzles for superior close-in watering. 3 Low Angle Nozzles for reduced radius of throw and superior wind resistance, and 3 Radius + Nozzles for extra distance. The angle of trajectory shall be 25 degrees for the Rain Curtain and Radius + Nozzles and 10 degrees for the Low Angle Nozzles. The sprinkler shall come with a Stainless steel adjusting screw capable of reducing the radius by up to 25%.
- 6.6. It shall have a slip clutch mechanism for quick adjustment on installation.
- 6.7. It shall have a heavy duty cover with a heavy duty retraction spring to assure positive pop-down.
- 6.8. It shall have a water lubricated durable gear mechanism
- 6.9. It shall have a pressure activated, multi-function wiper seal that positively seals against the pop-up stem to keep debris out of the rotor and to clean debris from the pop-up stem as it retracts.
- 6.10. All pop-up sprinklers shall be installed on a piece 25mm swing joint riser pipe, which will be fitted on the spray-line to the pop-up. The pop-up sprinklers shall be installed to grade.

7. SELF-PROPELLED IRRIGATORS

- 7.1. The self-propelled irrigator must comply with the following minimum specifications:
 - 7.1.1. Vertical galvanised hose reel
 - 7.1.2. Galvanised chassis mounted on 2 x 400mm diameter wheels
 - 7.1.3. 100m x 4mm galvanised cable
 - 7.1.4. 55m x 50mm diameter lay flat hose
 - 7.1.5. 1 x part circle sprinkler
 - 7.1.6. 50m wetted diameter
 - 7.1.7. 100m travel distance

8. PUMP INSTALLATION

The pump must be sized according to the size of the sprinkler and must be of good quality. The pump must also have a suction function. It is the contractor's responsibility to make sure the pump is installed correctly. The pump must also have all the necessary safety specifications included to protect the pump from any danger. It is the responsibility of the contractor to make sure all pump safety is installed on the pump and the electrical is good.

9. ELECTRICAL INSTALLATION

The electrical installation is the responsibility of the contractor. All necessary electrical equipment must be installed and all the necessary certificates must be collected and handed to the municipality at handover. The electrical installation must also be connected to the municipal connection or to the connection available. All must be included in the tender rate.

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10. PUMP CHAMBER

The pump chamber must be sized according to the pump used. The chamber must have working space when work on the pump must be done and must be underground with all the necessary vents, lockable chamber cover, etc. The chamber must be plastered inside and outside.

11. COMMISSIONING

- 11.1. The system shall be pressurized to the design of its components. If required, the Mainline shall be pressurized to its nominal pressure for a period of 24 hours. Glycerine-filled pressure gauges shall be installed, and the resultant pressure drop shall be monitored over this period.
- 11.2. All pipes, fittings and sprinklers shall be leak free.
- 11.3. All sprinklers shall be set to cover the arc and radius of the prescribed area and to the satisfaction of the municipality.
- 11.4. Upon completion of the installation, the Irrigation Contractor shall arrange for a handover meeting with the municipality. This will involve a walk-through of the site and the compilation of a snag list.
- 11.5. Only upon completion of the Snag List and handover of As-built Drawings and Operation Manuals shall the system be deemed as Handed Over.

12. GUARANTEE

- 12.1. The terms and conditions of the warranty or guarantee shall be clearly stated and shall not be for less than 12 months from the date of hand over of the completed systems.
- 12.2. Warranties and / or guarantees on materials of irrigation equipment from suppliers shall be passed on to the client and shall be clearly stated.

D. MANAGEMENT**1. CONSTRUCTION PROGRAM AND METHODS**

- 1.1. The Contractor shall programme the works.
- 1.2. The Contractor shall indicate in his construction programme the number of construction teams he envisages will be required, including the date when each team will start, chainage where each team will commence from and the estimated period for which each team will be engaged.
- 1.3. Construction methods must be of such nature that no property or life on site or adjacent to the works is endangered. The Employer accepts no responsibility for work that is done outside the site boundaries without the Engineer's approval.
- 1.4. All open excavations on site must be clearly demarcated and safeguarded before it is left overnight, during weekends and on public holidays. All excavations shall be backfilled and finished to the complete satisfaction of the Engineer.
- 1.5. The Contractor shall program separately for the detection, exposing and modification of existing services at the start of the contract at least fourteen (14) days prior to the proposed crossings. The position and levels thereof must be recorded and forwarded to the Engineer so that any adjustments to the design can be made if necessary. No extension of time arising out of any delay in completing this work will be considered.
- 1.6. The Contractor shall submit within two (2) weeks after site-handover to the Engineer an updated construction program indicating all construction activities, phasing, handing over of sections, resources, timelines, monthly expenditure and critical path with specific reference to criteria in C3.5.1 for the duration of the construction period indicated for approval. The Contractor will not be allowed to commence with any work before this program has been agreed upon and approved by the Engineer.
- 1.7. The Contractor himself is responsible for liaison and the necessary arrangements with property owners, relevant local and road authorities, Eskom, Telkom and Neotel in respect of service crossings and the finalisation and approval of the works program.

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- 1.8. The compilation of the construction program and any amendments thereto during the course of construction shall be at the cost of the Contractor and shall not be measured elsewhere in this contract.
- 1.9. The Contractor shall record progress against the program. The Contractor shall draw the Engineer's attention immediately to any activities that fall behind program and shall inform the Engineer how he proposes to get back on program. Progress meetings shall be held monthly on site.
- 1.10. The Contractor himself is responsible for liaison with property owners with regards to the programming of construction activities through private properties and the crossing of access ways to properties at least fourteen (14) days before such construction activities commence. No additional payment will be made in this regard.
- 1.11. Sufficient photos of existing structures, walls and areas that have to be crossed must be taken by the Contractor and handed over to the Engineer before such operations commence. No payment will be made in this regard and it shall be deemed to be covered in the preliminary and general items.

2. Engineering method statements

The Contractor shall issue the Engineer with engineering method statements at least fourteen (14) days prior to the commencement of construction activities.

3. Quality plans and control

- 3.1. The Contractor shall have a well-documented Quality Assurance system depicting his approach to guarantee quality control and the procedures for preventative and corrective actions in order to ensure compliance with the specified standards and requirements of this contract.
- 3.2. The Contractor is required to carry out his own control testing, but if he so wishes, and agrees to abide by the results of the Engineer's check test, he may dispense with his own tests. However, should the Contractor wish to use the Engineer's testing facilities, he will be charged for the various tests at the rates ruling at the time.
- 3.3. Any additional tests requested by the Contractor or any retests required, due to failure of the initial tests, will be charged to the Contractor at the rates ruling at the time.
- 3.4. The Contractor shall inform the Engineer of any control testing to be done at least 48 hours before such tests are required and must allow in his program for the time necessary for the tests and the processing of the results thereof.

4. Products and materials used

All products and materials used that forms part of the permanent works of this contract shall comply with the applicable SABS standards.

5. Recording of weather

- 5.1. The Contractor shall erect a rain gauge on site or agree with the Engineer to use statistics from an approved weather station in the area.
- 5.2. The Contractor shall record any rainy and windy periods which may adversely affect the contractual time of completion in terms of Clause 5.12 of the General Conditions of Contract (2010).

6. Format of communications

- 6.1. All communications regarding the contract shall be channelled through the Engineer and/or his duly authorized representative.

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- 6.2. The Contractor shall supply a site instruction book (triplicate) which must be available on site at all times. The site instruction book forms part of the official contract documentation.
- 6.3. A "Progress Report", "Labour on Site" and "Plant on Site" must be submitted at each site meeting.

7. Management meetings

- 7.1. Management (site) meetings shall be held once a month for the duration of the project on times and dates to be agreed.
- 7.2. Technical meetings shall be held once a month, if required for the duration of the project on times and dates to be agreed.
- 7.3. Health and Safety management meetings will be arranged by the appointed Health and Safety Officer (HSO) for the duration of the contract.
- 7.4. Environment management meetings will be arranged by the appointed Environmental Control Officer (ECO) for the duration of the contract.

8. Payment certificates

The date of measurement of the monthly payment certificate will be agreed at the first site meeting. All quantities must be agreed with the Resident Engineer/Clerk-of-Works before a payment certificate is submitted.

E. SITE ESTABLISHMENT

1. SERVICES AND FACILITIES PROVIDED BY THE EMPLOYER

1.1. Source of Water Supply

- 1.1.1. The Contractor may make application to the Local Authorities for a clean water supply point, but shall bear all the costs for the installation of such supply point. Water used by the Contractor from the Employer's mains will be charged for at the tariffs ruling at the time of use.
- 1.1.2. The Contractor shall make himself thoroughly acquainted with the regulations relating to the use of water and shall take adequate measures to prevent the wastage of water.
- 1.1.3. The Employer accepts no responsibility for the shortage of water due to any cause whatsoever, nor additional costs incurred by the Contractor as a result of such shortage.
- 1.1.4. The Contractor shall take note that no direct payment will be made for any costs incurred neither for the provision of a water supply point nor for the cost of water drawn. Payment for the aforementioned shall be deemed to be covered by the rates and prices tendered and paid for the various items of work included under the Contract.

1.2. Source of Power Supply

The Contractor is to make his own arrangements with the Electrical Service Provider for electricity supply, if required, and shall pay establishment and consumption costs at the tariffs ruling at the time.

1.3. Location of Site Camp, Materials Storage and Temporary Stockpiling Area

- 1.3.1. The position of the site camp, designated area for materials storage and temporary stockpiling shall be submitted to the Engineer for approval.
- 1.3.2. The Contractor shall confine his camp and storage of materials to the designated areas. On completion of the construction works the surface of the areas utilised shall be reinstated to the original state.

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2. FACILITIES PROVIDED BY THE CONTRACTOR

2.1. Sanitary Facilities

- 2.1.1. The Contractor shall supply chemical toilets for use by his workmen. The number of toilets shall be based on one toilet per fifteen (15) personnel on site.
- 2.1.2. Under no circumstances will the Contractor's staff be allowed to use public toilet facilities.

2.2. Housing for Contractor's employees

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

2.3. Advertising rights

The Contractor will be permitted to erect a maximum of two (2) of his own name boards in positions approved by the Engineer. The Engineer reserves the right to order the removal of these boards if they are not kept in good repair.

3. PERMITS AND WAY LEAVES

The Contractor shall obtain the necessary permits and way-leaves from the relevant authorities before any construction work may commence. The Employer/Engineer will provide the necessary drawings for the application of the permits and way-leaves.

The Contractor must allow in his preliminary and general rates for the costs to obtain the permits and way-leaves, as well as in his construction programme.

4. HEALTH AND SAFETY

4.1. Background

In terms of the Construction Regulations [Regulation 4 (1) (a)] of the Occupational Health and Safety Act, No 85 of 1993, the Employer is required to compile an Occupational Health and Safety specification for each of its projects and the Principle Contractor, appointed by the Employer in terms of Regulation 4 (1) (c), is required to prepare an Occupational Health and Safety plan. This plan has to be prepared in terms of Regulation 5 (1) as well as the Employer's Occupational Health & Safety specification. In terms of Regulation 4 (2), the Employer and the Principle Contractor are required to agree on the Occupational Health and Safety Plan before any work may commence.

4.2. Framework for an occupational health and safety plan

4.2.1. Introduction

4.2.1.1. The Principal Contractor has to demonstrate to the Employer that it has a suitable and sufficiently documented Occupational Health and Safety plan as well as the necessary competencies, experience and resources to perform the construction work safely. The Principle Contractor could be required to submit the following documentation for perusal and verification by the Employer:

- 4.2.1.1.1. Management structure.
- 4.2.1.1.2. Quality plan.
- 4.2.1.1.3. Human resources plan.
- 4.2.1.1.4. Registered workplace skills plan.
- 4.2.1.1.5. "Letter of good standing" from the Compensation Commissioner or licensed compensation insurer.
- 4.2.1.1.6. Proof of Induction and other training of employees.

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4.2.1.1.7. Example copy minutes of previous Occupational Health and Safety Committee meetings and copies of Incident Investigation reports.

4.2.1.2. The following specifications are supplied as a guide only. The Employer's Health and Safety Agent may amend and/or expand on the specifications by means of an addendum to Tender or after the award of the Contract.

4.2.2. OH&S plan at tender stage

4.2.2.1. Tenderers shall submit an OH&S plan within 14 days after appointment date.

4.2.2.2. The OH&S Plan should be based on the following principles:

- 4.2.2.2.1. A proper risk assessment of the construction work.
- 4.2.2.2.2. Pro-active identification of potential hazards and unsafe working conditions.
- 4.2.2.2.3. Informing and/or training of employees in hazards and risk areas.
- 4.2.2.2.4. Provision of a safe-working environment and safety equipment.
- 4.2.2.2.5. Ensuring the safety of sub-contractors through their safety plans.
- 4.2.2.2.6. Monitoring the health and safety on the construction works on a regular basis.
- 4.2.2.2.7. Using competent safety officers.

4.2.3. Contents of an occupational health and safety plan

4.2.3.1. Occupational Health and Safety Management Programme

- 4.2.3.1.1. Management of Occupational Health and Safety risks.
- 4.2.3.1.2. Occupational Health and Safety structures and appointments.
- 4.2.3.1.3. Programme of Occupational Health and Safety inspections.
- 4.2.3.1.4. Occupational Health and Safety Representatives.
- 4.2.3.1.5. Occupational Health and Safety committee.

4.2.3.2. Communication and management of the work

- 4.2.3.2.1. Management structure and responsibilities.
- 4.2.3.2.2. Details of the construction supervision and his appointed assistants.
- 4.2.3.2.3. Details of the Construction Safety Officer.
- 4.2.3.2.4. Occupational Health and Safety goals for the project and arrangements for monitoring and review of Occupational Health and Safety performance.
- 4.2.3.2.5. Arrangements for:
 - a. Regular liaison between parties on site.
 - b. Consultation with the workforce.
 - c. The exchange of design information between the Employer, designers, supervisors and contractors on site.
 - d. Handling design changes during the project.
 - e. Selection and control of contractors.
 - f. The exchange of Occupational Health and Safety information between all contractors.
 - g. Security.
 - h. Site induction and on site training.
 - i. Facilities and first-aid.
 - j. The reporting and investigation of accidents and incidents.
 - k. The production and approval of risk assessments and method statements.

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- l. Site OH&S rules.
- m. Fire and emergency procedures.
- n. Reporting to the Employer i.e. results of Occupational Health and Safety inspections, incident and incident investigations and committee meetings.
- o. Reporting of incidents to the Department of Labour and Compensation insurer where appropriate.

4.2.3.3. Arrangements for controlling significant site risks

The following are some examples of arrangements for controlling the most significant site risks:

4.2.3.3.1. Safety risks

- a. Services, including temporary electrical installations.
- b. Preventing employees from falling into excavations, from trucks etc.
- c. Work with, on or near fragile materials.
- d. Control of lifting operations.
- e. The maintenance of plant and equipment.
- f. Traffic routes and segregation of vehicles and pedestrians.
- g. Handling and storage of hazardous materials.
- h. Dealing with existing unstable structures/land.
- i. Working in confined spaces.
- j. Working at elevated heights (> 3,0 m).
- k. Other significant safety risks as and when identified.

4.2.3.3.2. Health risks

- a. Working environment (operational sewage treatment works).
- b. Handling sewage sludge.
- c. Handling, storage and use of hazardous chemical substances.
- d. Dust containing cement, silica and other hazardous substances.
- e. Dealing with contaminated land or material.
- f. Manual handling.
- g. Reducing noise and vibration.
- h. Provision of adequate lighting.
- i. Ventilation considerations.
- j. Extreme heat and cold temperature considerations.
- k. Dealing with HIV/Aids and other illnesses.
- l. Provision of and maintaining ablution and eating facilities.
- m. Other significant health risks as and when identified.

4.2.3.3.3. Special risks

Contractors are to take note of the special risks that may be encountered during the project and to include these special risks in the OH&S plan.

4.2.3.4. Working environment

- 4.2.3.4.1. Spray from sewage treatment operations.
- 4.2.3.4.2. Open and unguarded structures containing liquid (sewage).
- 4.2.3.4.3. Rotating machinery and pumps.
- 4.2.3.4.4. Poor and dangerous condition of existing electrical infrastructure.

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- 4.2.3.4.5. Electrical storms during summer months.
- 4.2.3.4.6. Installation work
- 4.2.3.4.7. Use of electricity may be hazardous in wet conditions.
- 4.2.3.4.8. Working space may be limited.
- 4.2.3.4.9. Lifting and placing of heavy equipment.

4.2.4. Preparation of an occupational health and safety operational reference file/manual

The Principle Contractor shall open and maintain an OH&S file for the duration of the contract. On completion of the contract the Principle Contractor shall hand the OH&S file to the Employer.

4.2.4.1. The following are some of the requirements to be addressed

- 4.2.4.1.1. Layout, format and content requirements.
- 4.2.4.1.2. Arrangement for the collection and gathering of information.
- 4.2.4.1.3. Storage and archiving of all the information.
- 4.2.4.1.4. Copy to the Client at completion of project.

4.2.4.2. Contents of an OH&S file/manual

- 4.2.4.2.1. OH&S Policy.
- 4.2.4.2.2. Notice of new project.
- 4.2.4.2.3. Site start-up.
- 4.2.4.2.4. Security measures.
- 4.2.4.2.5. Written designations and appointments.
- 4.2.4.2.6. Arrangements with contractors/mandataries.
- 4.2.4.2.7. OH&S rules and procedures.
- 4.2.4.2.8. Induction.
- 4.2.4.2.9. OH&S training.
- 4.2.4.2.10. OH&S promotion.
- 4.2.4.2.11. OH&S representatives.
- 4.2.4.2.12. OH&S committees.
- 4.2.4.2.13. Workplace facilities e.g. ablutions, sheltered eating areas etc.
- 4.2.4.2.14. Protective equipment.
- 4.2.4.2.15. Workplace inspections and audits.
- 4.2.4.2.16. Investigation and reporting of incidents/accidents.
- 4.2.4.2.17. Mechanical safeguarding.
- 4.2.4.2.18. Electrical safeguarding.
- 4.2.4.2.19. Safeguarding against hazardous substances.
- 4.2.4.2.20. Lifting machinery and equipment.
- 4.2.4.2.21. Construction vehicles and mobile plant.
- 4.2.4.2.22. Welding, heating and flame cutting.
- 4.2.4.2.23. Protection of the environment affected by construction activities.
- 4.2.4.2.24. Keeping of records in terms of the OH&S Act (85 of 1993).
- 4.2.4.2.25. General details of construction methods and materials used.
- 4.2.4.2.26. Details of equipment and maintenance facilities within the structures.
- 4.2.4.2.27. Maintenance requirements and procedures for structures / equipment / plant.

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- 4.2.4.2.28. Manuals produced by suppliers and specialist contractors, including operating and maintenance procedures and schedules for plant and equipment.
- 4.2.4.2.29. Details of the location and nature of utilities and services, including emergency and fire-fighting systems.

4.3. Notice of construction work

- 4.3.1. The Contractor shall complete Annexure A - Notification of Construction Work of Regulation 3 of the Construction Regulations 2003.
- 4.3.2. The original shall be forwarded to the office of the Department of Labour closest to the site. A copy of the original must be kept on site at all times.

4.4. Protection of the public

- 4.4.1. The Contractor shall at all times ensure that his operations do not endanger any member of the public.
- 4.4.2. As the area is adjacent to a residential area the Contractor shall take special precautions to prevent public access to any danger areas on the Works, e.g. by temporary barricades and/or fencing.

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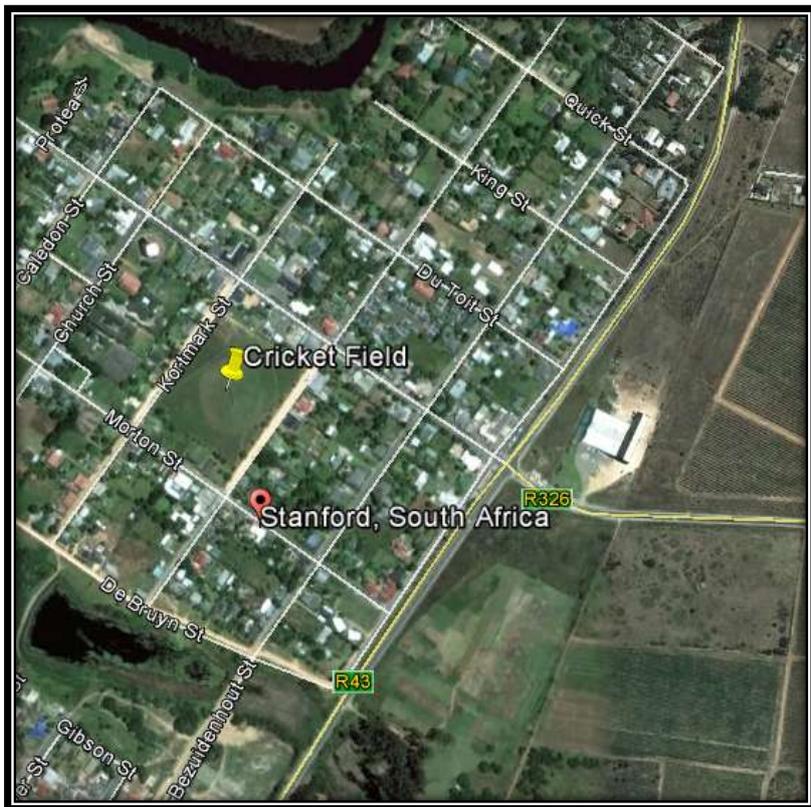
ANNEXURE A: LOCALITY PLAN

BOWLING CLUB IN FRANSKRAAL AND GOLF CLUB IN KLEINBAAI LAYOUT



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CRICKET FIELD IN STANFORD



Stanford – Cricket Field

34° 26' 25" S & 19° 27' 19" E

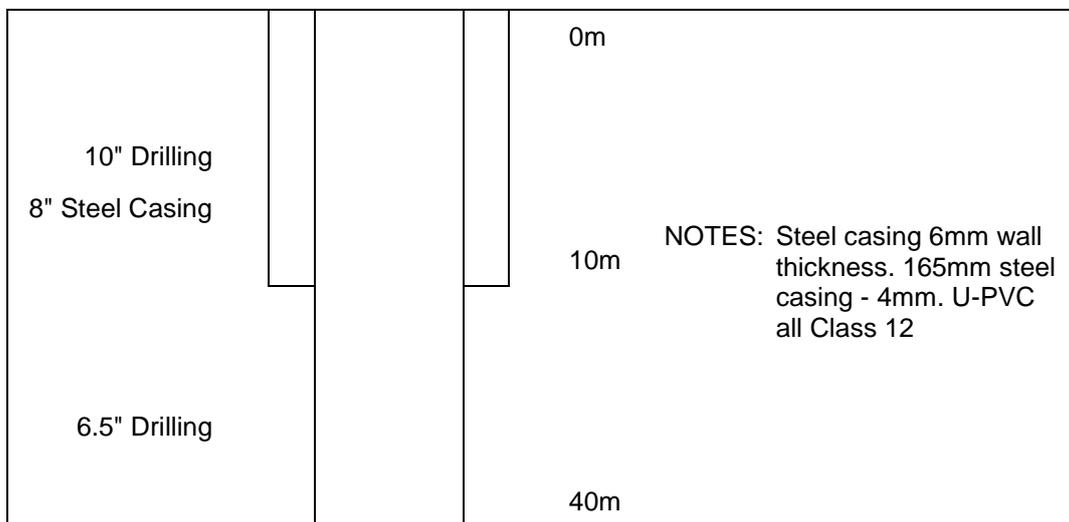
Kleinbaai – Golf Club

34° 36' 58" S & 19° 20' 39" E

Franskraal – Bowling Club

34° 36' 40" S & 19° 23' 00" E

BOREHOLE LAYOUT EXAMPLE PLAN



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BOREHOLE SITE

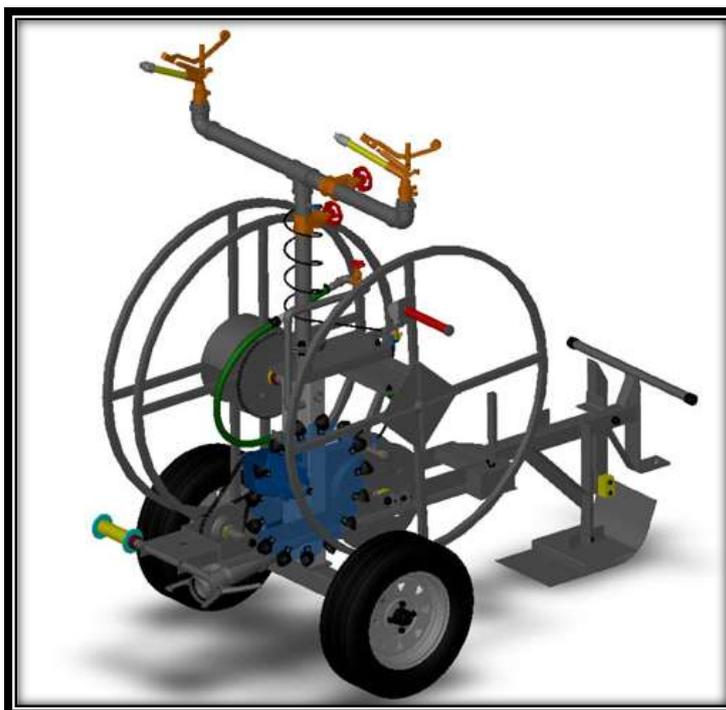


EXAMPLE OF SPRINKLER LAYOUT

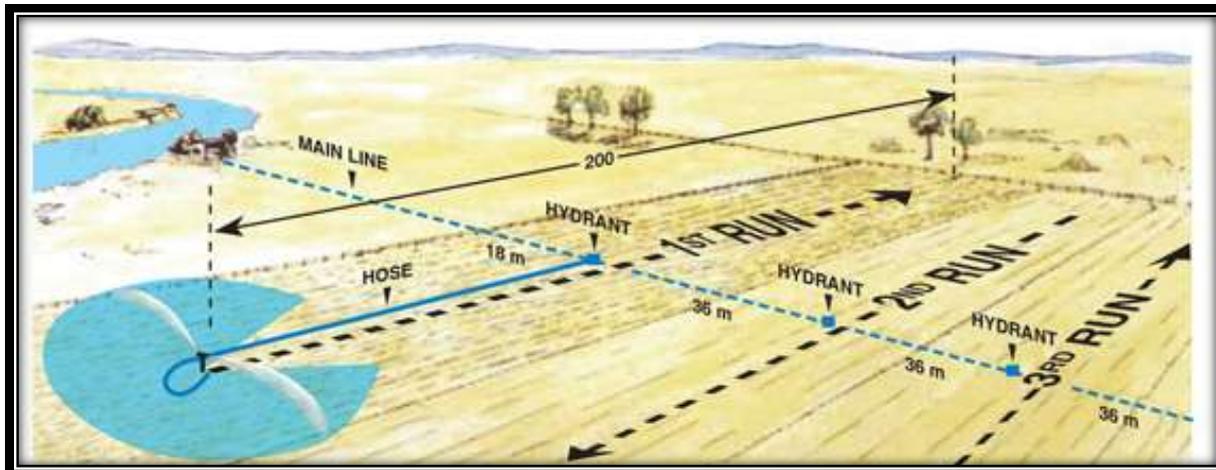


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EXAMPLE OF SELF PROPELLED IRRIGATORS



TYPICAL METHOD OF OPERATING IRRIGATOR



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29. RECORD OF ADDENDA TO TENDER

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 :

No.	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

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31. PRICING

NOTE:

1. Only firm prices will be accepted. Non-firm prices will not be considered.
2. All delivery costs **MUST** be included in the bid price, for delivery at the prescribed destination.
3. Document **MUST** be completed in non-erasable black ink.
4. **NO** correction fluid/tape may be used.
 - a. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.

1. The Pricing Schedule is divided into the following pricing sections/schedule, namely:
 - 1.1. Borehole Installations
 - 1.2. Irrigation Installations
2. A rate, sum and/or price as applicable shall be entered against each item in the Pricing Schedule. All items must be priced. Tenderers will not be paid for items against which no rate has been entered on the presumption that the tenderers do not wish to receive payment for any such work. Price rates for all the items will be added up to calculate the tender amount.
3. No quantities are set in the Pricing Schedule. The estimated quantities indicated on the Pricing Schedule will only be used for evaluation purposes of this tender.
4. The quantities of work accepted and certified for payment shall be used for determining payment to the tenderer and not the estimated quantities given in the Pricing Schedule. This is a rate tender and only the rates given in the Pricing Schedule will be used during the contract period.
5. The contract price for the completed work shall be computed from the actual quantities of authorized work done as certified by the client valued at rates tendered against the respective items on the Pricing Schedule.
6. In the tender specifications further information regarding the Bill items can be obtained.
7. Unless otherwise stated, items are measured nett and tenderers must allow for waste in their tendered rates.
8. All rates and sums of money quoted in the Pricing Schedule shall be in Rands and whole Cents. Fractions of a cent shall be discounted.
9. The prices and rates to be inserted in the Pricing Schedule are to be the full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the bid is based, as well as overhead charges and profit. The prices will be used as a basis for assessment of payment for additional work that may have to be carried out.
10. It will be assumed that prices included in these Pricing Schedule are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for bids. (Refer to www.stanza.org or www.iso.org for information on standards).
11. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount bid for such items.

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12. Except where rates only are required, the Tenderer shall insert all amounts to be included in his total bid price in the "Amount" column and show the corresponding total bid price.
13. The units of measurement described in the Bills of Quantities are metric units. Abbreviations used in the Bills of Quantities are as follows:

ha	=	hectare	h	=	hour
kℓ	=	kilolitre	kg	=	kilogram
km	=	kilometre	kW	=	kilowatt
km-pass	=	kilometre pass	MN	=	MegaNewton
kPa	=	kiloPascal	MN.m	=	MegaNewton-metre
ℓ	=	litre	%	=	per cent
m	=	metre	PC sum	=	Prime Cost sum
mm	=	millimetre	Prov sum	=	Provisional sum
m ²	=	square metre	No.	=	number
m ² .pass	=	square metre-pass	R/only	=	Rate only
m ³	=	cubic metre	sum	=	lump sum
m ³ .km	=	cubic metre-kilometre	t	=	ton (1 000 kg)
MPa	=	Mega Pascal	W/day	=	Work day

14. The tenderer must price each item in the Bills of Quantities in **BLACK INK**.
15. All prices and rates shall exclude value added tax (VAT). The Tenderer shall calculate value added tax and enter it at the end of the summary of the Bills of Quantities.
16. Site establishment will only be paid once for all sites mention in this tender.
17. While the Employer has every intent to complete the full scope of works, the Employer reserves the right to reduce or increase the scope of works according to the dictates of the budget, or to terminate this contract, with adjustment to the agreed rates, sums or fees and without payment of any penalty in this regard. The Service Provider shall however be entitled to pro-rata payment for all services carried out in terms of any adjustment to the Scope of Work or, in the case of termination, remuneration and/or reimbursement.
18. The rates in this tender will only be for one year and no escalation will be applicable during the tender period.

PRICING SCHEDULE

SECTION A: Preliminary and General

SECTION B: Borehole Installations

SECTION C: Irrigation Installations

PLEASE FIND PRICING SCHEDULE ON PAGES 113 TO 125

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1. SECTION A – PRELIMINARY AND GENERAL			
Nr.	Item	Unit	AMOUNT EXCLUDING VAT
1	Establishment & De-establishment	Sum	
2	Set up	B/H	
3	Health & Safety Requirements	Sum	
4	Environmental Management	Sum	
5	Other Obligations (Specify):		
5.1			
5.2			
TOTAL SECTION A (P's & G's)			

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CAPACITY		DATE	
NAME OF FIRM			



2. SECTION B – BOREHOLE INSTALLATIONS					
Nr.	Item	Unit	Estimated Quantity	RATE PER UNIT EXCLUDING VAT	TOTAL EXCLUDING VAT
6	Drilling				
6.1	6.5" Air Percussion Drilling 0 -100m	m	30		
6.2	8" Air Percussion Drilling 0 -100m	m	10		
6.3	10" Air Percussion Drilling 0 -50m	m	10		
6.4	12" Air Percussion Drilling 0-50m	m	10		
7	Reaming of Boreholes				
7.1	165 mm to 203 mm	m	1		
8	Casing				
8.1	165mm ID Solid Steel Casing	m	10		
8.2	203mm ID Solid Steel Casing	m	10		
SUB-TOTAL CARRIED OVER					

SIGNATURE		NAME (PRINT)		DATE	
CAPACITY		NAME OF FIRM			



2. SECTION B – BOREHOLE INSTALLATIONS					
Nr.	Item	Unit	Estimated Quantity	RATE PER UNIT EXCLUDING VAT	TOTAL EXCLUDING VAT
SUB-TOTAL CARRIED OVER					
8.3	165mm ID Perforated Steel Casing	m	10		
8.4	203mm ID Perforated Steel Casing	m	10		
8.5	254mm ID Steel Casing	m	10		
8.6	Installation & Welding	m	10		
9	Formation Stabiliser	kg	1		
10	Concrete Block	B/H	1		
11	Sanitary Seal	B/H	1		
12	Borehole Disinfectant	B/H	1		
13	Lockable cap & Lock	B/H	1		
SUB-TOTAL CARRIED OVER					

SIGNATURE		NAME (PRINT)		DATE	
CAPACITY		NAME OF FIRM			



2. SECTION B – BOREHOLE INSTALLATIONS					
Nr.	Item	Unit	Estimated Quantity	RATE PER UNIT EXCLUDING VAT	TOTAL EXCLUDING VAT
SUB-TOTAL CARRIED OVER					
14	Site Finishing	B/H	1		
15	Borehole Development	Hr	1		
16	Foam	litre	4		
17	Water Cartage	m3	1		
18	Standing Time	Hr	1		
19	Gravel Pack	bag	30		
20	Extras				
20.1	160mm OD CI12 uPVC Screen	m	12		
20.2	160mm OD CI12 uPVC Solid	m	28		
SUB-TOTAL CARRIED OVER					

SIGNATURE		NAME (PRINT)		DATE	
CAPACITY		NAME OF FIRM			



2. SECTION B – BOREHOLE INSTALLATIONS					
Nr.	Item	Unit	Estimated Quantity	RATE PER UNIT EXCLUDING VAT	TOTAL EXCLUDING VAT
SUB-TOTAL CARRIED OVER					
20.3	125mm OD Cl12 uPVC Screen	m	12		
20.4	125mm OD Cl12 uPVC Solid	m	28		
21	Borehole Pump				
21.1	Submersible pump with lead-out cable, tern kit and pump end	No	1		
21.2	Cable Lead	No	1		
21.3	Cable Joint	No	1		
21.4	2.5mm X 4 Core Submersible Cable	m	50		
21.5	40mm Cl 12 HDPE Pipe	m	50		
21.6	Rope	m	50		
SUB-TOTAL CARRIED OVER					

SIGNATURE		NAME (PRINT)		DATE	
CAPACITY		NAME OF FIRM			

MUNISIPALITEIT



MUNICIPALITY

2. SECTION B – BOREHOLE INSTALLATIONS					
Nr.	Item	Unit	Estimated Quantity	RATE PER UNIT EXCLUDING VAT	TOTAL EXCLUDING VAT
SUB-TOTAL CARRIED OVER					
21.7	Baseplate	No	1		
21.8	Compression Couplings	No	2		
21.9	NRV	No	1		
21.10	Top fittings	Sum	1		
21.11	Tape & Straps	Sum	1		
21.12	Pump Labour	Hr	1		
22	Borehole Electrical				
22.1	Electrical installation (All included)	Sum	1		
22.2	Cable, glands and connection box	Sum	1		
22.3	Electrical Labour	Hr	1		
TOTAL SECTION B					

SIGNATURE		NAME (PRINT)		DATE	
CAPACITY		NAME OF FIRM			

MUNISIPALITEIT



MUNICIPALITY

3. PRICING SCHEDULE C – IRRIGATION INSTALLATIONS					
NR.	ITEM	UNIT	ESTIMATED QUANTITY	RATE PER UNIT EXCLUDING VAT	TOTAL EXCLUDING VAT
23	Mainline Connection				
23.1	50mm x 11/2 High Pressure PN16 Saddles	No	10		
23.2	75mm x 11/2 High Pressure PN16 Saddles	No	10		
23.3	110mm x 11/2 High Pressure PN16 Saddles	No	5		
23.4	150mm x 11/2 High Pressure PN16 Saddles	No	1		
24	Spray-line				
24.1	Rain Bird 6504 pop-up rotor	No	10		
24.2	Rain Bird nozzle for 6504	No	10		
24.3	25mm triple elbow swing joint riser PN10	No	10		
24.4	50 X 40mm comp. female elbow	No	10		
24.5	50mm comp. elbow 90°	No	10		
24.6	50mm X 1" comp. saddle	No	10		
24.7	63mm X 1" comp. saddle	No	10		
SUB-TOTAL CARRIED OVER					

SIGNATURE		NAME (PRINT)		DATE	
CAPACITY		NAME OF FIRM			



3. PRICING SCHEDULE C – IRRIGATION INSTALLATIONS					
NR.	ITEM	UNIT	ESTIMATED QUANTITY	RATE PER UNIT EXCLUDING VAT	TOTAL EXCLUDING VAT
24.8	63mm comp. tee	No	10		
24.9	63mm comp. elbow	No	10		
24.10	63mm X 50mm reducing coupling	No	5		
24.11	63mm X 1 1/2" comp. male tee	No	10		
24.12	50mm comp. male adaptor	No	5		
24.13	63mm comp. male adaptor	No	5		
24.14	50mm PE100 class 6 HDPE SABS pipe	m	20		
24.15	50mm comp. coupling	No	6		
24.16	63mm PE100 class 6 HDPE SABS pipe	m	20		
24.17	63mm comp. coupling	No	6		
24.18	40mm Gate valve	No	1		
24.19	50mm PE100 class 8 HDPE SABS pipe	m	20		
24.20	63mm PE100 class 8 HDPE SABS pipe	m	20		
SUB-TOTAL CARRIED OVER					

SIGNATURE		NAME (PRINT)		DATE	
CAPACITY		NAME OF FIRM			

MUNISIPALITEIT



MUNICIPALITY

3. PRICING SCHEDULE C – IRRIGATION INSTALLATIONS					
NR.	ITEM	UNIT	ESTIMATED QUANTITY	RATE PER UNIT EXCLUDING VAT	TOTAL EXCLUDING VAT
SUB-TOTAL CARRIED OVER					
24.21	50mm PE 100 TYPE V class 10 HDPE SABS pipe	m	20		
24.22	50mm comp. end cap	No	1		
24.23	50 x 50 x 63mm comp. red. Tee assembly	No	1		
25	Automation				
25.1	40mm X 0.2m galvanised riser	No	1		
25.2	40mm galvanised male/female elbows	No	1		
25.3	40mm chrome plated brass ball valves	No	1		
25.4	50mm PVC sleeve pipe	m	10		
25.5	430mm X 300mm lockable plastic valve box	No	5		
25.6	Consumables	Sum	1		
25.7	Thread tape	Sum	1		
25.8	Solenoid valve with flow control (10.3 bar)	No	5		
SUB-TOTAL CARRIED OVER					
SIGNATURE		NAME (PRINT)		DATE	
CAPACITY		NAME OF FIRM			

MUNISIPALITEIT



MUNICIPALITY

3. PRICING SCHEDULE C – IRRIGATION INSTALLATIONS					
NR.	ITEM	UNIT	ESTIMATED QUANTITY	RATE PER UNIT EXCLUDING VAT	TOTAL EXCLUDING VAT
SUB-TOTAL CARRIED OVER					
25.9	Station battery operated control module	No	5		
25.10	40mm Polypropylene barrel nipples	No	5		
26	Self-Propelled Irrigators				
26.1	Self-propelled irrigator with all kit included	No	1		
26.3	Supply and install irrigation main line	m	150		
26.4	Supply and install of hydrant connection points for irrigator	No	4		
26.5	Hydrant box with covers for hydrant connection points				
26.6	Connection of main line onto pump system	No	1		
26.7	Build of 1m x 1m x 1m sump with cover slab and manhole cover	No	1		
26.8	Supply and install pump to produce sufficient pressure for irrigator	No	1		
26.9	Build of pump chamber with cover slab and lockable cover	No	1		
26.10	Electrical installation (All included)	Sum	1		
SUB-TOTAL CARRIED OVER					
SIGNATURE		NAME (PRINT)		DATE	
CAPACITY		NAME OF FIRM			

MUNISIPALITEIT



MUNICIPALITY

3. PRICING SCHEDULE C – IRRIGATION INSTALLATIONS					
NR.	ITEM	UNIT	ESTIMATED QUANTITY	RATE PER UNIT EXCLUDING VAT	TOTAL EXCLUDING VAT
SUB-TOTAL CARRIED OVER					
26.11	Cable, glands and connection box	Sum	1		
26.12	Electrical Labour	Hr	1		
27	Labour				
27.1	Locate and open of existing mainline	No	5		
27.2	Setting out of sprinklers	No	20		
27.3	Trench, install, backfill, and compact HDPE pipes – 400mm cover	m	100		
27.4	Installation of solenoid valves/ball valves	No	5		
27.5	Commissioning of system	No	1		
27.6	Trench, install, backfill, and compact irrigation mainline pipes – 400mm cover	m	100		
27.7	Build of sump chamber	No	1		
TOTAL SECTION C					

SIGNATURE		NAME (PRINT)		DATE	
CAPACITY		NAME OF FIRM			

PRICING SUMMARY

SECTION		AMOUNT
1	SECTION A: Preliminary and General (PAGE 113)	
2	SECTION B: Borehole Installations (PAGE 118)	
3	SECTION C: Irrigation Installations (PAGE 123)	
	SUB-TOTAL	
	14%VAT	
	TOTAL SECTIONS A, B AND C	

COMPLETION PERIOD IN WEEKS	
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I / We _____

(full name of Bidder) the undersigned in my capacity as _____

of the firm _____

hereby offer to Overstrand Municipality to render the services as described, in accordance with the specification and conditions of contract to the entire satisfaction of the Overstrand Municipality and subject to the conditions of tender, for the amounts indicated above.



32. MBD 7.2 – CONTRACT FORM – RENDERING OF SERVICES

NOTE:

1. This form must be completed in duplicate by both the successful bidder (Part 1) and the purchaser (Part 2). Both forms must be signed in the original so that the successful bidder and the purchaser will be in possession of originally signed contracts for their respective records.
2. NO correction fluid/tape may be used.
3. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.

PART 1 (to be completed by the service provider)

1. I hereby undertake to render services described in the attached bidding documents to **Overstrand Municipality**, in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number **SC 1443/2014: BOREHOLE AND IRRIGATION INSTALLATIONS AT VARIOUS SITES IN THE GREATER GANSBAAI AREA**, at the price/s quoted. My offer(s) remain(s) binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - Bidding documents, viz
 - (a) Invitation to bid
 - (b) Tax clearance certificate
 - (c) Pricing schedule(s) (Pages 111 to 124 of tender document)
 - (d) Filled in task directive/proposal
 - (e) Preference claims in terms of the Preferential Procurement Regulations 2001
 - (f) Declaration of interest
 - (g) Special Conditions of Contract;
 - (h) General Conditions of Contract; and
 - (i) Standard Conditions of Tender
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			
WITNESS 1:		WITNESS 2:	
DATE:			



CONTRACT FORM - RENDERING OF SERVICES

PART 2 (to be completed by the Overstrand Municipality)

1. I, _____,
 in my capacity as _____,
 accept your bid under reference number dated _____,
 for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.
4. I confirm that I am duly authorised to sign this contract.

SIGNED AT _____ on this _____ day of _____ 20 ____.

TO BE COMPLETED BY THE OVERSTRAND MUNICIPALITY		
SIGNATURE:		OFFICIAL STAMP:
NAME (PRINT):		
WITNESS 1:		
WITNESS 2:		

33. DECLARATION BY TENDERER

I / We acknowledge that I / we am / are fully acquainted with the contents of the conditions of tender of this tender document and that I / we accept the conditions in all respects.

I / We agree that the laws of the Republic of South Africa shall be applicable to the contract resulting from the acceptance of *my / our tender and that I / we elect *domicillium citandi et executandi* in the Republic at:

I / We accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving in me / us under this agreement as the principal liable for the due fulfilment of this contract.

I / We furthermore confirm I / we satisfied myself / ourselves as to the corrections and validity of my / our tender; that the price quoted cover all the work / items specified in the tender documents and that the price(s) cover all my / our obligations under a resulting contract and that I / we accept that any mistake(s) regarding price and calculations will be at my / our risk.

I / We furthermore confirm that my / our offer remains binding upon me / us and open for acceptance by the Purchases / Employer during the validity period indicated and calculated from the closing date of the bid.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			
WITNESS 1		WITNESS 2	



PART C – DATABASE REGISTRATION

A	If you are a bidder, DULY REGISTERED as a Preferred Supplier on the Supply Chain Management Database of the Overstrand Municipality, COMPLETE THIS SECTION		
SCM DATABASE REGISTRATION NUMBER		SC	
NAME OF FIRM			
SIGNATURE		CAPACITY	
NAME (PRINT)			

B	If you are a bidder, NOT DULY REGISTERED as a Preferred Supplier on the Supply Chain Management Database of the Overstrand Municipality, it is compulsory to complete and attach the following forms:		
1	Database Registration Form		
2	Questionnaire For Preferential Procurement Policy		
3	Declaration By Supplier		
4	National Small Business Act No. 102 Of 1996 Classification		
5	Documents Required		
6	Nature Of Operations, Products Or Services		
7	Credit Order Instruction		



FOR OFFICE USE ONLY

FORMS REMOVED & HANDED TO DATABASE OFFICIAL					
1	Database Registration Form	Yes		No	
2	Questionnaire For Preferential Procurement Policy	Yes		No	
2.1	B-BBEE Certificate / Letter from Auditor				
3	Declaration By Supplier	Yes		No	
4	National Small Business Act No. 102 Of 1996 Classification	Yes		No	
5	Nature Of Operations, Products Or Services	Yes		No	
6	Credit Order Instruction	Yes		No	
7	Documents Required:				
7.1	Copy of Company Registration Documentation	Yes		No	
7.2	Tax Clearance Certificate	Yes		No	
7.3	PAYE	Yes		No	
7.4	UIF Certificate / proof	Yes		No	
7.5	WCA Certificate / Letter of Good Standing	Yes		No	
7.6	Copies of ID documents of Directors / Members / Shareholders / Partners.	Yes		No	
8.	LIST ANY OTHER FORMS REMOVED AND SUBMITTED TO DATABASE OFFICIAL:				
<i>I confirm that I have removed the forms as indicated above from the tender document and forwarded it to the Supplier Database Official</i>					
	Removed	Checked			
Print Name					
Signature					
Date					

PREFERENTIAL PROCUREMENT REGULATIONS 2011

2. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- a. In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 1.1. Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 1.2. Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 1.3. A trust, consortium or joint venture, 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.
- 1.4. A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 1.5. Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 1.6. A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 1.7. A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

2. BID DECLARATION

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

B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1	
	B-BBEE Status Level of Contribution as reflected on the B-BBEE Certificate
4.1.1.1.	Points claimed in respect of Level of Contribution (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

3	Persentasie aandeelhouding van persone geklassifiseer as jeug . (18 – 35 Jaar oud) / Percentage of shareholding of persons in the business classified as youth . (18 – 35 Years old) / Ipersenti labantu abanezabelo kwinkonzo zoshishino ababizwa ngokuba lulutsha (18 – 35 Yeminyaka)	%
4	Is u besigheid geleë binne die jurisdiksie van die munisipaliteit ?	In/Ngaphakathi
	Is your business established within the area of jurisdiction of the Municipality? Ingaba ishishini lakho limi kwingingqi elawulwa nguMasipala wesithili?	Uit/Out/Ngaphandle

Hiermee sertifiseer ek/ons die ondergetekende en die getuienisse dat bogenoemde inligting korrek is. / I/We hereby certify that the abovementioned information is correct signed by myself/ourselves and the witnesses. / Mna/Thina siqinisekisa ukuba ezi nkukacha zingasentla zilungile kwaye zisayinwe ndim/sithi kunye namangqina

Handtekening / Signature / Osayinileyo	Getuie / As Witness / Njengengqina

DECLARATION BY SUPPLIER

1.	This document serves as a declaration to be used by the municipality 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. No Registration will be accepted from persons in the service of the state*.
2.(a)	Any prospective supplier, having a kinship with persons in the service of the state, including a blood relationship, may in terms of current legislation register on the Municipality's Database. In view of possible allegations of favouritism, should a resulting bid, or part thereof, be awarded to suppliers connected with or related to persons in the service of the state, it is required that the supplier or his/her authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
2.(b)	The request for registration on the Municipality's database may be rejected if the supplier, or any of its directors/members/partners have: <ol style="list-style-type: none"> 1. abused the municipality's supply chain management system or committed any improper conduct in relation to such system; 2. been convicted for fraud or corruption during the past five years; 3. wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; 4. being a person whose tax matters are not cleared by the South African Revenue Services; or 5. 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).

3.	In order to give effect to the above, the following questionnaire must be completed and signed before a Commissioner of Oaths.			
3.1	Print full Name:			
3.2	Company/CC Registration or ID Number:			
3.3	Are you presently <i>in the service of the state</i> ? *	YES	NO	
3.3.1	If so, furnish particulars.			
3.4	Have you been <i>in the service of the state</i> for the past twelve months?	YES	NO	
3.4.1	If so, furnish particulars.			
3.5	Do you, have any relationship (family, friend, other) with persons <i>in the service of the state</i> and who may be involved with the evaluation and or adjudication of any prospective bid?	YES	NO	
3.5.1	If so, furnish particulars.			
3.6	Are you, aware of any relationship (family, friend, other) between a supplier and any persons <i>in the service of the state</i> who may be involved with the evaluation and or adjudication of any bid?	YES	NO	
3.6.1	If so, furnish particulars.			
3.7	Are any of your company's directors, managers, principle shareholders or stakeholders <i>in the service of the state</i> ?	YES	NO	
3.7.1	If so, furnish particulars.			
3.8	Is any spouse, child or parent of your company's directors, managers, principle shareholders or stakeholders <i>in the service of the state</i> ?	YES	NO	
3.8.1	If so, furnish particulars.			
3.9	Is the supplier or any of its directors/partners listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?	YES	NO	
3.9.1	If so, furnish particulars.			

3.10	Is the supplier 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)?	YES		NO	
3.10.1	If so, furnish particulars.				
3.11	Was the supplier or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	YES		NO	
3.11.1	If so, furnish particulars.				
3.12	Does the supplier or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	YES		NO	
3.12.1	If so, furnish particulars.				
3.13	Was any contract between the supplier and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	YES		NO	
3.13.1	If so, furnish particulars.				

CERTIFICATION

I, THE UNDERSIGNED, _____, CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

Signature	Position	Date

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

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

COMMISSIONER OF OATHS

Signed and sworn to before me at _____, on this _____ day of _____ 20____,

by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.

COMMISSIONER OF OATHS:-

Position: _____

Address: _____

Tel: _____

Apply official stamp of authority on this page:

National Small Business Act No. 102 of 1996 Classification

1. Indicate your Economic Sector - Give full description in 1.4 on page 1		2. Indicate the size of your Business if the National Small Business Act applies to your enterprise.				
Sector or sub-sectors in accordance with the Standard Industrial Classification Please indicate your Sector "X"		Size of class	Total full- time equivalent of paid employees Less than:	Total annual turnover Less than:	Total gross asset value (fixed property excluded) Less than:	Indicate the category of your business "X"
All Tiers of Government 00001 - 09999		Not applicable	Not applicable	Not applicable	Not applicable	Not applicable
Agriculture 11001 - 14999		Medium	100	R 5 m	R 5 m	
		Small	50	R 3 m	R 3 m	
		Very small	10	R 0.50 m	R 0.50 m	
		Micro	5	R 0.20 m	R 0.10 m	
Mining and Quarrying 21001 - 29999		Medium	200	R 39 m	R 23 m	
		Small	50	R 10 m	R 6 m	
		Very small	20	R 4 m	R 2 m	
		Micro	5	R 0.20 m	R 0.10 m	
Manufacturing 30001 - 39999		Medium	200	R 51 m	R 19 m	
		Small	50	R 13 m	R 5 m	
		Very small	20	R 5 m	R 2 m	
		Micro	5	R 0.20 m	R 0.10 m	
Electricity, Gas and Water 41001 - 42999		Medium	200	R 51 m	R 19 m	
		Small	50	R 13 m	R 5 m	
		Very small	20	R 5.10 m	R 1.90 m	
		Micro	5	R 0.20 m	R 0.10 m	
Construction 50001 - 50999		Medium	200	R 26 m	R 5 m	
		Small	50	R 6 m	R 1 m	
		Very small	20	R 3 m	R 0.50 m	
		Micro	5	R 0.20 m	R 0.10 m	
Wholesale Trade, Commercial Agents and Allied Services 58001 - 61999		Medium	200	R 64 m	R 10 m	
		Small	50	R 32 m	R 5 m	
		Very small	20	R 6 m	R 0.60 m	
		Micro	5	R 0.20 m	R 0.10 m	
Retail and Motor Trade and Repair Services 62101 - 63500		Medium	200	R 39 m	R 6 m	
		Small	50	R 19 m	R 3 m	
		Very small	20	R 4 m	R 0.60 m	
		Micro	5	R 0.20 m	R 0.10 m	
Catering, Accommodation and other Trade 64101 - 64299		Medium	200	R13 m	R 3 m	
		Small	50	R 6 m	R 1 m	
		Very small	20	R 1.50 m	R 0.90 m	
		Micro	5	R 0.20 m	R 0.10 m	
Transport, Storage and Communications 71001 - 75999		Medium	200	R26 m	R 6 m	
		Small	50	R13 m	R 3 m	
		Very small	20	R 3 m	R 0.60 m	
		Micro	5	R 0.20 m	R 0.10 m	
Finance and Business Services 81001 - 88999		Medium	200	R 26 m	R 5 m	
		Small	50	R 13 m	R 3 m	
		Very small	20	R 3 m	R 0.50 m	
		Micro	5	R 0.20 m	R 0.10 m	
Community, Social and Personal Services 91001 - 99999		Medium	200	R 13 m	R 6 m	
		Small	50	R 6 m	R 3 m	
		Very small	20	R 1 m	R 0.60 m	
		Micro	5	R 0.20 m	R 0.10 m	

NATURE OF OPERATIONS, PRODUCTS OR SERVICES

Please list the products/services provided by your enterprise under the appropriate headings. Indicate the PRIMARY and/or SECONDARY function applicable to your business by ticking the appropriate box and (i.e. nature of operations, products or services):

PRIMARY FUNCTION:		SECONDARY FUNCTION:	
PRODUCTS	<input type="checkbox"/>	PRODUCTS	<input type="checkbox"/>
SERVICES	<input type="checkbox"/>	SERVICES	<input type="checkbox"/>
LABOUR	<input type="checkbox"/>	LABOUR	<input type="checkbox"/>
EQUIPMENT	<input type="checkbox"/>	EQUIPMENT	<input type="checkbox"/>

KREDIETBEVEL INSTRUKSIE / CREDIT ORDER INSTRUCTION / UMYALELO NGOTYALO MALI

Dit is die Overstrand Munisipaliteit se beleid om alle krediteure deur middel van direkte bankoorsplasing te vereffen. Verskaf meegaande inligting en verkry asb. U bankiers se bevestiging.	It is the policy of the Overstrand Municipality to pay all creditors by means of direct bank transfers. Please complete this information and acquire your banker's confirmation.	Yinkqubo kaMasipala wesithili saseOverstrand ukuhlawula abo kufuneka bebahlawule ngokufaka imali ebhankini. Nceda ke ngoko uzalise olu xwebhu lungezantsi ngeenkukacha zakho ucele ibhanki yakho ukuba yenze isiqinisekiso sezi nkukacha.
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BESONDERHEDE VAN FIRMA/INSTANSIE / DETAILS OF FIRM/INSTITUTION / IINKCUKACHA ZEFEMU/IZIKO:												
Naam / Name / Igama												
Adres / Address / Idilesi												

BESONDERHEDE VAN MY/ONS BANKREKENING IS AS VOLG / DETAILS OF MY/OUR BANK ACCOUNT ARE AS FOLLOWS / IINKCUKACHA ZEBHANKI YAM ZIMI NGOLU HLOBO:												
NAAM VAN BANK / NAME OF BANK / IGAMA LEBHANKI												
NAAM VAN TAK / NAME OF BRANCH / IGAMA LESEBE LEBHANKI												
REKENING NR / ACCOUNT NO / INOMBOLO YE_AKHAWUNTI												
TAKKODE / BRANCH CODE / IKHOWUDI YESEBE												
TIPE REKENING / TYPE OF ACCOUNT / UHLOBO LWE_AKHAWUNTI												

1 =	Tjekrekening Cheque Account I-akhawunti yetshekhi	2 =	Transmissierekening Transmission Account I-akhawunti vokuqithisela	3 =	Spaarrekening Savings Account I-akhawunti yemali eqciniwevo
4 =	Verbandrekening Bond Account I-akhawunti yebhondi	5 =	(Nie in gebruik) (Not in use) Avisetvenziswai	6 =	Subskripsieaandeelrekening Subscription Share Account I-akhawunti vomrhumo wezabelo

Ek/ons versoek en magtig hiermee die Overstrand Munisipaliteit om enige bedrae wat my/ons mag toeval, in my/ons bankrekening te krediteer. Ek/ons verstaan dat 'n betalingsadvies deur die Overstrand Munisipaliteit in die normale wyse verskaf sal word wat die datum sal aantoon wanneer die fondse beskikbaar sal wees, asook besonderhede van die betaling. Ek/ons onderneem verder om die Overstrand Munisipaliteit vroegetydig in kennis te stel van enige verandering in my/ons bankbesonderhede en erken dat hierdie magtiging slegs deur my/ons met dertig dae kennis gekanselleer kan word deur middel van voorafbetaalde geregistreerde pos.	I/we hereby request and authorise the Overstrand Municipality to pay any amounts that may accrue to me/us to the credit of my/our bank account. I/we understand that a payment advice will be supplied by the Overstrand Municipality in the normal way that will indicate the date on which funds will be available in my/our bank account and details of payment. I/we further undertake to inform the Overstrand Municipality in advance of any change in my/our bank details and accept that this authority may only be cancelled by me/us by giving thirty days notice by prepaid registered post.	Mna/Thina sicela/sigunyazisa uMasipala Wesithili saseOverstrand ukuba ahlawule yonke imali eziimfanelo zam/zethu kwi-akhawunti yebhanki yam/yethu. Ndi/Siyaqonda ukuba isiqinisekiso semali ehlawulwe ngumasipala siza kufumaneka kwaye eso siqinisekiso siza kubonisa umhla ekuhlawulwe ngawo kunye nezinye iinkcukacha zentlawulo. Ndi/Siya kumazisa umasipala xa iinkcukacha zebhanki yam zitshintshile kwaye ndiza kubanika isaziso seentsuku ezingama-30 ndisithumele ngeleta erejistarishiweyo.
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GEMAGTIGDE HANDTEKENING / AUTHORISED SIGNATURE / USAYINO OLOGUNYAZISIWEYO	
VOORLETTERS EN VAN / INITIALS AND SURNAME / OONOBUMBA BOKUQALA BEGAMA KUNYE NEFANI	
TELEFOONNOMMER / TELEPHONE NUMBER / INOMBOLO YEFOWUNI	DATUM / DATE / UMHLA

VIR BANKGEBRUIK ALLEENLIK / FOR BANK USE ONLY / KUSETYENZISWA YIBHANKI KUPHELA	
Ek/ons sertifiseer hiermee dat die besonderhede van ons kliënt se bankrekening soos aangedui op die krediet bevel instruksie korrek is: I/we hereby certify that the details of our clients bank account as indicated on the credit order instruction is correct: -Ndi/Siqinisekisa ukuba iinkcukacha zabaxhasi bethu ezibhalwe kwimiyalelo yokudiphozitha imali ilungile	AMPTELIKE DATUMSTEMPEL / OFFICIAL DATE STAMP / - ISITAMPU SOMHLA ESISESIKWENI:
_____ GEMAGTIGDE HANDTEKENING / AUTHORISED SIGNATURE / -Usayino olugunyazisiweyo	

DOCUMENTS REQUIRED

DOCUMENTS REQUIRED	SOLE PROPRIETOR	CC'S AND PRIVATE COMPANIES	PARTNER-SHIPS	PUBLIC COMPANY	BUSINESS TRUST	NON PROFIT ORGANIZATIONS (NPO)	WHERE TO GET DOCUMENTS
COMPANY REGISTRATION CERTIFIED COPIES	N/A	Certificate of incorporation CK1/CK2	Partnership agreement	Certificate of Incorporation CM3	Trust agreement	Certificate of Incorporation Section 21	Registrar of CC's & Companies
PROOF OF OWNERSHIP CERTIFIED COPIES	N/A	Shareholding CK1/CK2	Partnership agreement	Shareholding CM3	Trustees details: Letter of Authority	Auditor's letter no shareholding	Registrar of CC'S & Companies
PROOF OF BANKING	Bank statement/ cancelled cheque	Bank statement/ cancelled cheque	Branch of bank at which Account is.				
TAX CLEARANCE CERTIFICATE	For the Owner or the business	For the company / cc	For each individual shareholder	For the company	For the trust	For the NPO	SARS
P.A.Y.E	If staff are employed	If staff are employed	SARS				
VAT REGISTRATION	Yes	Yes	Yes	Yes	Yes	Yes	SARS
U.I.F Certificate	YES	YES, if staff remuneration	YES, if staff remuneration	Department of Labour			
Workman's Compensation	YES, if staff remuneration	YES, if staff remuneration	Department of Labour				
Security Officer' s Board	If applicable –for security industry	If applicable –for security industry	Security Service Regulatory Authority				
Proof of Disability	If owner is disabled	If Shareholder is disable	If Shareholder is disabled	If Shareholder is disable	If Shareholder is disable	If Shareholder is disabled	
Proof of Identity CERTIFIED	Owner	Directors / Members	Partners	Directors	Trustees	Directors	

FOR OFFICE USE ONLY:			
BUSINESS NAME			
DATE RECEIVED		DATE CAPTURED	
ACCEPTED			
DATABASE REGISTRATION NUMBER			