BID NO: WMM-LM 29/10/26/02 BMM

CONSTRUCTION OF BIZANA MINI-MARKET (PHASE 3)

(CIDB CATEGORY: 6 GB OR HIGHER)

PROCUREMENT DOCUMENT

Name of Bidder: .....

.....

This Bid closes at 12h00 on 19 Thursday, November 2 0 2 6. Tender documents to be emailed back to tenders.scm@mbizana.gov.za. The successful bidder will be required to submit the original bid document

NO LATE SUBMISSIONS WILL BE CONSIDERED

BID AMOUNT R .....

Issued by: **Winnie Madikizela-Mandela Local Municipality** 51 Winnie Madikizela Mandela Street, Mbizana 4800 Senior Manager: Development Planning Contact Name: Ms. N. Mafumbatha Telephone: (039) 251 0230	**Prepared By:** **Nikhwe Group (Pty) Ltd** Amanikhwe A/A Intsingizi Village Bizana 4800 Contact Name: Mr. M. Ganyile Telephone: (072) 948 8775

WINNIE MADIKIZELA MANDELA LOCAL MUNICIPALITY
ADVERT

NO	PROJECT NAME	CONTRACT NUMBER	CIDB GRADE	CLOSING DATE
1	Construction of Bizana Mini-Market (Phase 3)	WMM-LM 29/10/26/02 BMM	6 GB or Higher	19 November 2026@ 12H00

Bids are hereby invited from suitably qualified and accredited service providers who are interested to submit their tender responses for the above-mentioned projects for Winnie Madikizela-Mandela Local Municipality.
Bid documents are available to be downloaded from e-tender portal website on www.etenders.gov.za at no cost
Bids should score a minimum of 70% points on the functionality evaluation in order to be considered for further evaluation.
Bids will be evaluated on the **80/20** preferential points system

Failure to submit the following document(s) completed in full will render the bid not responsive:

- A completed original document issued by the municipality
- CIPC Registration Documents, Certified ID Copy(ies) of Director(s) (not older than 3 months), proof of CSD Registration
- A valid Tax PIN printout provided by SARS
- Fully completed and signed bid documents MBD1, MBD4, MBD6.1 (MBD6.2 and MBD6.4 for project 4) MBD 8 and MDB 9
- A signed certification/letter by the bidder confirming that no undisputed municipal accounts are overdue by more than 30 days and no account has not been declared as well as proof thereof. (Include declaration and proof for directors not more than three months for project No.4)
- Evaluation Criteria: 80 = Price, 20 = Specific Goals as per the attached MBD 6.1 respectively
- In case of a joint venture, valid Tax Pin printouts of all partners should be submitted as well as a signed agreement by all parties clearly indicating the lead partner
- The Minimum Threshold for Local Content for the above-mentioned Project is 100%
-

Advert Date: 30 October 2026
Publication: Municipal Website, e-tender portal.

Closing Date: All tenders must be emailed to tenders.scm@mbizana.gov.za by no later than the date and time stated above after which they will be opened.
The municipality will only consider bids submitted on the original bid documentation provided by the municipality. All tenders must be clearly marked the Name of the project and Reference number indicated above. Failure to do so, your tender may not be considered. Any unsigned alterations in the BOQ/Quotation/Pricing schedule to the tender document shall render the submission invalid.
The municipality will not consider any bids over R1 million from bidders who have not registered for VAT or submitted proof that they have registered before the closing date of the bid/s in this notice.

No late, hand delivered, incomplete or facsimile bids will be accepted for consideration. The only or lowest bid received shall not necessarily be accepted. Winnie Madikizela-Mandela Local Municipality reserves the right to accept part of or the full bid. For technical enquiries, please contact Acting Senior Manager: Development Planning, Ms. N. Mafumbatha @ 039 2510 230 during working hours Email: mafumbathan@mbizana.gov.za Supply Chain Management related enquiries, please contact Mr.Z. Khala at 079 886 0942 email: khalaz@mbizana.gov.za / info.scm@mbizana.gov.za during working hours

.....
Mr. L. Mahlaka
Municipal Manager

WINNIE MADIKIZELA-MANDELA LOCAL MUNICIPALITY

CONSTRUCTION OF BIZANA MINI-MARKET (PHASE 3)

BID No.: WMM-LM 29/10/26/02 BMM

PROCUREMENT DOCUMENT

FOREWORD

This document consists of two distinct clusters, namely the BID and the CONTRACT.

The BID consists of two parts, namely:

- **B1: Bidding Procedures** to be complied with by every Bidder submitting a Bid offer; and
- **B2: Documents to be returned by the Bidder**, including the returnable schedules and forms to be completed by each Bidder, some of which will eventually be incorporated into the contract between the successful Bidder and the Employer.

The CONTRACT consists of five parts, namely:

- **C1: Contract Data and Agreements;**
- **C2: Pricing Data**;
- **C3: Scope of Work**
- **C4: Site Information**; and
- **C5: Annexures** (that may have a bearing on the contract).

Each part or volume is preceded by its own table of contents.

CONTRACT

CONTENT

LETTER OF CONSENT ..... BD 5

B1 TENDER NOTICE AND INVITATION ..... BD 6

B2 RETURNABLE DOCUMENTS ..... BD 8

C1: AGREEMENTS AND CONTRACT DATA

C1.1: FORM OF OFFER AND ACCEPTANCE ..... C 1

C1.2: CONTRACT DATA C.5

C1.2.1: CONDITIONS OF CONTRACT C.5

C1.2.2: CONTRACT DATA C.16

C2: PRICING DATA

C2.1: PRICING INSTRUCTIONS C.27

C2.2: BILL OF QUANTITIES C.30

(1 to 159)

C3: SCOPE OF WORK

C3.1: DESCRIPTION OF WORKS ..... C 73

C3.2: CONSTRUCTION ..... C 74

C 4: SITE INFORMATION

C4.1: CONDITIONS ON SITE ..... C 76

C4.2: LOCALITY PLAN ..... C 77

C 5: ANNEXURES

C5.1 HEALTH AND SAFETY ..... C 80

C5.2 DRAWINGS ..... C 117

Letter of Consent

Business Name and Address

_____
_____
_____
_____

The Municipal Manager
Winnie Madikizela-Mandela Local Municipality
P.O. Box 12
Bizana
4800

Sir/Madam

Granting of authority to request information from any legal entity relevant to this Bid

I/we acknowledge that the information herein contained shall constitute the basis on which my/our Bid is to be considered. I/we grant approval that any source regarding this Bid may be fully investigated and that all such information shall be of material value to Winnie Madikizela-Mandela Local Municipality and directly relevant to the consideration of my/our Bid.

I/we **(Name and Surname of Company Representative/s)** _____grant my/our consent to such source to provide confidential information.

I/we warrant that all the information herein contained is to the best of my/our knowledge and belief true and correct in all material respects and I/we am /are not aware of any information which, should it become known to the Winnie Madikizela-Mandela Local Municipality, would affect the consideration of my/our Bid in any way. The Winnie Madikizela-Mandela Local Municipality wishes to inform you that all information regarding your personal matters is treated as strictly confidential.

Please tick the appropriate box.

	I/We hereby consent to the above
	I/We hereby withhold consent and fully understand the implications and ramifications of my/our decision and will not hold the Winnie Madikizela-Mandela Local Municipality responsible for not considering my/our Bid.

Signature: …… Date: ……

Name and Surname (Witness) ……Signature: ……Date…….

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF MUNICIPALITY/ MUNICIPAL ENTITY*)					
BID NUMBER:	WMM-LM 29/10/26/02 BMM	CLOSING DATE:	19 NOVEMBER 2026	CLOSING TIME:	12H00
DESCRIPTION					

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).

BID RESPONSE DOCUMENTS MAY BE SENT VIA EMAIL TO
THE EMAIL ADDRESS PROVIDED BELOW OR AS PER
TENDER REQUIREMENTS

tenders.scm.@winniemmlm.gov.za **for tenders above R300 000 inclusive of VAT**
OR

SUPPLIER INFORMATION						
NAME OF BIDDER						
POSTAL ADDRESS						
STREET ADDRESS						
TELEPHONE NUMBER	CODE		NUMBER			
CELLPHONE NUMBER						
FACSIMILE NUMBER	CODE		NUMBER			
E-MAIL ADDRESS						
VAT REGISTRATION NUMBER						
TAX COMPLIANCE STATUS	TCS PIN:		**OR**	CSD No:		
PEOPLE LIVING WITH DISABILITY [TICK APPLICABLE BOX]	☐ Yes ☐ No		MILITARY VETERAN	☐ Yes ☐ No		

[DOCUMENTARY PROOF/ SWORN AFFIDAVIT (FOR PEOPLE LIVING WITH DISABILITIES) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR TARGETED GOALS]

ARE YOU THE ACCREDITED REPRESENTATIVE **IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		**TOTAL BID PRICE**	**R**
SIGNATURE OF BIDDER	.....	**DATE**	
CAPACITY UNDER WHICH THIS BID IS SIGNED			

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		**TECHNICAL INFORMATION MAY BE DIRECTED TO:**	
DEPARTMENT		CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

PART B
TERMS AND CONDITIONS FOR BIDDING

1.	**BID SUBMISSION:**
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE**
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2.	**TAX COMPLIANCE REQUIREMENTS**
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E- FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E- FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
2.5	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.6	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.7	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3.	**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**
3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO
	IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX **COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.**

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

B2: RETURNABLE DOCUMENTS

TABLE OF CONTENT

B2.1: LIST OF RETURNABLE DOCUMENTS BD.29

B2.2: RETURNABLE SCHEDULES AND FORMS BD.30

B2.2.1: RETURNABLE SCHEDULES REQUIRED
FOR BID EVALUATION PURPOSES (list of forms under B2.2.1) BD.30

B2.2.2: PREFERENTIAL PROCUREMENT SCHEDULES AND AFFIDAVIT
THAT WILL BE INCORPORATED INTO THE CONTRACT BD.91

B2.2.3: PRO FORMA FORMS TO BE COMPLETED BY SUCCESSFUL BIDDER BD.94

B2.1 LIST OF RETURNABLE DOCUMENTS

The Bid Document must be submitted as a whole. All forms must be properly completed as required, and the document shall not be taken apart or altered in any way whatsoever

All the documents that will eventually form part of the contract are listed in the Bid Data. Returnable schedules and forms are included in B2.2 hereafter.

The list of returnable documents comprises the following: tick ☑

1. RETURNABLE SCHEDULES AND OTHER DOCUMENTS REQUIRED FOR BID EVALUATION PURPOSES

- Details of Registration with CIDB ..... ☐
- Certificate of Attendance at Site Meeting ..... n/a
- Certificate of Authority for Signatory and Registration/ID ..... ☐
- Bidder's Financial Standing ..... ☐
- Copy of Cancelled Cheque for Company ..... ☐
- Certified VAT Registration Certificate ..... ☐
- Tax Clearance Certificate/Pin number ..... ☐
- Skills Development Levy Certificate ..... ☐
- Workmen's Compensation Registration Certificate ..... ☐
- Schedule of Similar Work Undertaken ..... ☐
- Compulsory Enterprise Questionnaire ..... ☐
- Declaration of Interest ..... ☐
- Company / CC / Trust / Partnership / registration certificates ..... ☐
- Health and Safety Declaration ..... ☐
- ID certificate(s) of all directors, members and/or shareholders ..... ☐
- Joint Venture Agreement and Power of attorney in case of Joint Ventures ..... ☐
- Form of intent by bank or insurance company to provide a performance guarantee..... ☐
- Exempted Micro Enterprises (EMEs) must submit a certificate issued by a registered auditor, accounting officer (as contemplated in section 60(4) of the Close Corporation Act, 1984 (Act No. 69 of 1984)) or an accredited verification agency..... ☐
- Originally certified copy of a Valid B-BBEE status level verification certificate issued by a verification agency accredited by SANAS (Joint Venture bidders must produce a combine B-BBEE status level verification) ..... ☐
- CSD certificate ..... ☐

Note: Bidder to tick off each box to ensure that the necessary schedules and documents have been filled in and are included into the Bid document.

B2.2 RETURNABLE SCHEDULES AND FORMS

B2.2.1 RETURNABLE SCHEDULES REQUIRED FOR BID EVALUATION PURPOSES.

A CERTIFICATE OF ATTENDANCE AT SITE MEETING

B COMPULSORY ENTERPRISE QUESTIONNAIRE

C RECORD OF ADDENDA TO BID DOCUMENTS

D CERTIFICATE OF AUTHORITY FOR SIGNATORY

E PLANT AND EQUIPMENT

F EXPERIENCE OF BIDDER

G PRESENT COMMITMENTS

H PROPOSED SUBCONTRACTORS

I KEY PERSONNEL

J CURRICULUM VITAE OF KEY PERSONNEL

K PRELIMINARY PROGRAMME

L AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES

M CONTRACTOR'S HEALTH AND SAFETY PLAN AND DECLARATION

N CONTRACTOR'S CERTIFICATE OF REGISTRATION WITH CIDB

O TAX CLEARANCE CERTIFICATE

P BIDDER'S FINANCIAL STANDING

Q FORM OF INTENT TO PROVIDE A PERFORMANCE GUARANTEE

R DECLARATION OF INTEREST

S CERTIFICATE OF INDEPENDENT BID DETERMINATION

T RATES AND MUNICIPAL SERVICES CLEARANCE CERTIFICATE

U PROOF OF PURCHASE OF BID DOCUMENTS.

V COPY OF CANCELLED CHEQUE FOR COMPANY OR LETTER FROM THE BANK

W SKILLS DEVELOPMENT LEVY CERTIFICATE

X WORKMEN'S COMPENSATION REGISTRATION CERTIFICATE (letter of good Standing)

Y UNEMPLOYMENT INSURANCE FUND (UIF) REGISTRATION CERTIFICATE

Z FORM OF INTENT TO PROVIDE A PERFORMANCE GUARANTEE

AA BBBEE CERTIFICATE

AB CSD CERTIFICATE

AC FINANCIALS – 3 YEARS

B2.1: LIST OF RETURNABLE DOCUMENTS

NOTE: The Bidder is required to complete each and every schedule and form listed above to the best of his ability as the evaluation of Bids and the eventual contract will be based on the information provided by the Bidder. Failure of a Bidder to complete the schedules and forms to the satisfaction of the Employer will inevitably prejudice the Bid and may lead to rejection on the grounds that the Bid is not responsive. The same applies to the Preferential Procurement Schedule in B2.2.2.

The following schedules and forms may or will be incorporated into the Contract:

- PLUS THE PREFERENTIAL PROCUREMENT SCHEDULE AND AFFIDAVIT IN B2.2.2

A. CERTIFICATE OF ATTENDANCE AT SITE MEETING

Particulars of person(s) attending the meeting:

Name: ..... Signature: .....

Capacity: .....

Name: ..... Signature: .....

Capacity: .....

Attendance of the above person(s) at the meeting is confirmed by the Employer's representative, namely:

Name: ..... Signature: .....

Capacity: ..... Date and Time: .....

Municipal Date Stamp

NOT APPLICABLE

B: COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1. Name of enterprise: _____

Section 2. VAT registration number, if any: _____

Section 3. CIDB registration number, if any: _____

Section 4. Particulars of sole proprietors and partners in partnerships.

Name*	Identity number*	Personal income tax number*

* Complete only if sole proprietor or partnership and attach separate page if more than three partners.

Section 5. Particulars of companies and close corporations

Company registration number: _____

Close corporation number: _____

Tax reference number: _____

Section 6. Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- ☐ a member of any municipal council
- ☐ a member of any provincial legislature
- ☐ a member of the National Assembly or the National Council of Provinces
- ☐ a member of the board of directors of any municipal entity
- ☐ an official of any municipality or municipal entity
- ☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- ☐ a member of an accounting authority of any national or provincial public entity
- ☐ an employee of Parliament or a provincial legislature

If any of the above boxes are marked, disclose the following*:

B2.1: LIST OF RETURNABLE DOCUMENTS

Name of sole proprietor, partner, directors, manager, principal shareholder or stake holder	**Name of institution, public offices, board or organ of state and position held**	**Status of service (tick appropriate column)**	
		Current	**Within last 12 months**

* Insert separate page if necessary.

Section 7. Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- ☐ a member of any municipal council
- ☐ a member of any provincial legislature
- ☐ a member of the National Assembly or the National Council of Provinces
- ☐ a member of the board of directors of any municipal entity
- ☐ an official of any municipality or municipal entity
- ☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- ☐ a member of an accounting authority of any national or provincial public entity
- ☐ an employee of Parliament or a provincial legislature

If any of the above boxes are marked, disclose the following*:

Name of spouse, child or parent	**Name of institution, public offices, board or organ of state and position held**	**Status of service (tick appropriate column)**	
		Current	**Within last 12 months**

* Insert separate page if necessary.

The undersigned, who warrants that he/she is dully authorised to do so on behalf of the enterprise:

i. authorises the Employer to obtain a tax clearance certificate from the South African Revenue Services that my/our tax matters are in order;
ii. confirms that neither the name of the enterprise or the name of any partner, manager, director or other persons, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Bid Defaulters established in terms of the Prevention and Combatting of Corrupt Activities Act of 2004;
iii. confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise, has within the last five years been convicted of fraud or corruption;
iv. confirms that I/we am/are not associated, linked or involved with any other Bidding entities submitting Bid offers and have no other relationship with any of the Bidders or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
v. confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

SIGNATURE:_____ Date: _____
(of person authorised to sign on behalf of the Bidder)

Name: _____ Position:_____

Enterprise name: _____

C: RECORD OF ADDENDUM TO BID DOCUMENTS

I / We confirm that the following communications received from the Employer or his representative before the date of submission of this Bid offer, amending the Bid documents, have been taken into account in this Bid offer.

ADD. No	DATE	TITLE OR DETAILS
1		
2		
3		
4		
5		

SIGNATURE: ..... DATE .....
(of person authorised to sign on behalf of the Bidder)

D: CERTIFICATE OF AUTHORITY

Indicate the status of the Bidder by ticking the appropriate box hereunder. The Bidder must complete the certificate set out below for the relevant category.

(I) COMPANY	(II) CLOSE CORPORATION	(III) PARTNERSHIP	(IV) JOINT VENTURE	(V) SOLE PROPRIETOR

(I) CERTIFICATE FOR COMPANY

I, ..., chairperson of the Board of Directors of ....., hereby confirm that by resolution of the Board (copy attached) taken on ..... 20 ....., Mr./Ms ....., acting in the capacity of ....., was authorised to sign all documents in connection with this Bid and any contract resulting from it on behalf of the company.

Chairman: .....

As Witnesses: 1.....

2. .....

Date: .....

(II) CERTIFICATE FOR CLOSE CORPORATION

We, the undersigned, being the key members in the business trading as .....hereby authorise Mr./Ms....., acting in the capacity of....., to sign all documents in connection with the Bid for Contract No .....and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

Note : This certificate is to be completed and signed by all of the key members upon whom rests the direction of the affairs of the Close Corporation as a whole.

(III) CERTIFICATE FOR PARTNERSHIP

We, the undersigned, being the key partners in the business trading as,

.....

hereby authorise Mr./Ms .....

acting in the capacity of ....., to sign all documents in connection with the Bid for Contract No .....and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

Note : This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.

(IV) CERTIFICATE FOR JOINT VENTURE

We, the undersigned, are submitting this Bid offer in Joint Venture and hereby authorize Mr./Ms....., authorized signatory of the company, ... acting in the capacity of lead partner, to sign all documents in connection with the Bid offer for Contract No.....and any contract resulting from it on our behalf.

This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME AND CAPACITY
Lead partner		

Note : This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.

(V) CERTIFICATE FOR SOLE PROPRIETOR

I, ..., hereby confirm that I am the sole

owner of the business trading as.....

Signature of Sole owner: .....

As Witnesses:
1.....

2.....

Date: .....

REGISTRATION CERTIFICATE / AGREEMENT / ID DOCUMENT

[Important note to Bidder: Registration Certificates for Companies, Close Corporations and Partnerships, or Agreements and Powers of Attorney for Joint Ventures, or ID documents for Sole Proprietors, all as referred to in the foregoing forms and in B2.1, must be inserted here]

E: PLANT AND EQUIPMENT

The following are lists of major items of relevant equipment that I / we presently own or lease and will have available for this contract if my / our Bid is accepted.

Note: Each partner to a joint Venture is to provide the information required below with respect to his company's contribution to the plant and equipment resourcing of the Joint Venture.

(a) Details of major equipment that is owned by me / us and immediately available for this contract. *(Copies of ownership documents for each machine owned are to be attached behind this page. Failure to do that will result is relevant points not being earned to this Bid during Bid evaluation)*

DESCRIPTION ***(type, size, capacity etc.)***	**QUANTITY**	**YEAR OF MANUFACTURE**

Attach additional pages if more space is required

(b) Details of major equipment that will be hired, or acquired for this contract if my / our Bid is accepted

DESCRIPTION ***(type, size, capacity etc.)***	**QUANTITY**	**HOW ACQUIRED**	
		HIRE/ BUY	**SOURCE**

Attach additional pages if more space is required

The Bidder undertakes to bring onto site without additional cost to the Employer any additional plant not listed but which may be necessary to complete the contract within the specified contract period.

SIGNATURE: ..... DATE .....
(of person authorised to sign on behalf of the Bidder)

F: EXPERIENCE OF BIDDER

Note: Each partner to a Joint Venture is to provide the information required below with respect to his company's contribution to the experience of the Joint Venture.

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

Reference letters filed and signed by the Clients showing their contact details and completion certificates to be included to claim functionality points. Failure to attach the said documents in the page may result in the Bidder not getting related points.

EMPLOYER: CONTACT PERSON AND TELEPHONE NUMBER	CONSULTING PRINCIPAL AGENT: CONTACT PERSON AND TELEPHONE NUMBER	NATURE OF WORK	VALUE OF WORK (inclusive of VAT)	DATE COMPLETED OR EXPECTED TO BE COMPLETED

Attach additional pages if more space is required.

SIGNATURE: ..... DATE .....
(of person authorised to sign on behalf of the Bidder)

G: PRESENT COMMITMENTS

The following are list of contracts or Bids that I or we are currently committed to complete.

Employer and Contract Description	Contract Amount	Duration and Completion Date	Principal Agent

Signature:..... Date: .....
(*of person authorised to sign on behalf of the Bidder*)

H: PROPOSED SUBCONTRACTORS

I/We hereby notify you that it is my/our intention to employ the following subcontractors for work in this contract.

If I/we am/are awarded a contract I/we agree that this notification does not change the requirement for me/us to submit the names of proposed subcontractors in accordance with requirements of the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

NAMES AND ADDRESSES OF PROPOSED SUBCONTRACTORS	NATURE AND EXTENT OF WORK TO BE SUBCONTRACTED	PREVIOUS EXPERIENCE WITH SUBCONTRACTOR

SIGNATURE: ..... DATE .....
(of person authorised to sign on behalf of the Bidder)

I: KEY PERSONNEL

In terms of the Project Specification and the Conditions of Bid, unskilled workers may only be brought in from outside the local community if such personnel are not available locally.

The Bidder shall list below the personnel which he intends to utilize on the Works, including key personnel which may have to be brought in from outside if not available locally.

CATEGORY OF EMPLOYEE	NUMBER OF PERSONS		
	KEY PERSONNEL, PART OF THE CONTRACTOR'S ORGANISATION	KEY PERSONNEL TO BE IMPORTED IF NOT AVAILABLE LOCALLY	UNSKILLED PERSONNEL TO BE RECRUITED FROM LOCAL COMMUNITY
Site Agent, Project Managers			
Foremen, Quality Control and Safety Personnel			
Technicians, Surveyors, etc.			
Artisans and other Skilled workers			
Plant Operators			
Unskilled Workers			
Others:.....			

SIGNATURE: ..... DATE .....
(of person authorised to sign on behalf of the Bidder)

J: CURRICULUM VITAE OF KEY PERSONNEL

SITE AGENT *(Qualifications Certificates are to be attached behind this page)*	
Name:	Date of birth:
Profession:	Citizenship:
Qualifications:	
Professional registration number:	
Name of employer (firm):	
Current position:	Years with firm:
Employment Record:	
Experience record relevant to required services:	

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

Date:..... Signature:.....

The Bidder must countersign indicating agreement with the contents of this form.

Date: ..... Signature of Bidder: .....

FOREMAN *(Experience of the proposed Forman is to be clearly stated)*	
Name:	Date of birth:
Profession:	Citizenship:
Qualifications:	
Professional registration number:	
Name of employer (firm):	
Current position:	Years with firm:
Employment Record:	
Experience record relevant to required services:	

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

Date: ..... Signature: .....

The Bidder must countersign indicating agreement with the contents of this form.

Date: ..... Signature of Bidder: .....

K: PRELIMINARY PROGRAMME

The Bidder shall detail below or attach a preliminary programme reflecting the proposed sequence and tempo of execution of the various activities comprising the work for this Contract. The programme shall be in accordance with the information supplied in the Contract, requirements of the Project Specifications and with all other aspects of his Bid.

PROGRAMME

ACTIVITY	WEEKS / MONTHS													

[Note: The programme must be based on the completion time as specified in the Contract Data. No other completion time that may be indicated on this programme will be regarded as an alternative offer, unless it is listed in Table (b) of Form I hereafter and supported by a detailed statement to that effect, all as specified in the Bid Data]

SIGNATURE: ..... DATE .....
(of person authorised to sign on behalf of the Bidder)

L: AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES

(This is not an invitation for amendments, deviations or alternatives *but should the Bidder, desire to make any departures from the provisions of this contract he shall set out his proposals clearly hereunder. The Employer will not consider any amendment, alternative offers or discounts unless forms (a), (b) and (c) have been completed to the satisfaction of the Employer).*

I / We herewith propose the amendments, alternatives and discounts. as set out in the tables below:

(a) AMENDMENTS

PAGE, CLAUSE OR ITEM NO	PROPOSED AMENDMENT

[Notes: (1) Amendments to the General and Special Conditions of Contract are not acceptable;
(2) The Bidder must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his Bid.

(b) ALTERNATIVES

PROPOSED ALTERNATIVE	DESCRIPTION OF ALTERNATIVE

[Notes: (1) Individual alternative items that do not justify an alternative Bid, and an alternative offer for time for completion should be listed here.
(2) In the case of a major alternative to any part of the work, a separate Bill of Quantities, programme, etc, and a detailed statement setting out the salient features of the proposed alternatives must accompany the Bid.
(3) Alternative Bids involving technical modifications to the design of the works and methods of construction shall be treated separately from the main Bid offer.]

(c) DISCOUNTS

ITEM ON WHICH DISCOUNT IS OFFERED	DESCRIPTION OF DISCOUNT OFFERED

[Note: The Bidder must give full details of the discounts offered in a covering letter attached to his Bid, failing which, the offer will be prejudiced]

SIGNATURE: ..... DATE .....
(of person authorised to sign on behalf of the Bidder)

M: CONTRACTOR'S HEALTH AND SAFETY DECLARATION

In terms of Clause 4(4) of the OHSA 1993 Construction Regulations 2003 (referred to as "the Regulations" hereafter), a Contractor may only be appointed to perform construction work if the Employer is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHSA 1993 Construction Regulations 2003.

To that effect a person duly authorised by the Bidder must complete and sign the declaration hereafter in detail.

Declaration by Bidder

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHSA 1993 Construction Regulations 2003.

2. I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.

3. I propose to achieve compliance with the Regulations by one of the following:

   (a) From my own competent resources as detailed in 4(a) hereafter: ..... ***Yes / No**

   (b) From my own resources still to be appointed or trained until competency is achieved, as detailed in 4(b) hereafter: ..... ***Yes / No**

   (c) From outside sources by appointment of competent specialist subcontractors as detailed in 4(c) hereafter..... ***Yes / No**

   (***** = *delete whatever is not applicable*)

4. Details of resources I propose:

   (Note: Competent resources shall include safety personnel such as a construction supervisor and construction safety officer as defined in Regulation 6, and competent persons as defined in Regulations 7, 8, 10, 11, 12, 14, 15, 18, 21(1), 22, 26 and 27, as applicable to this contract)

   (a) Details of the competent and qualified key persons from my company's own resources, who will form part of the contract team:

NAMES OF COMPETENT PERSONS	POSITIONS TO BE FILLED BY COMPETENT PERSONS

(b) Details of training of persons from my company's own resources (or to be hired) who still have to be trained to achieve the necessary competency:

(i) By whom will training be provided? .....

(ii) When will training be undertaken? .....

(iii) List the positions to be filled by persons to be trained or hired: .....

.....

.....

.....

(c) Details of competent resources to be appointed as subcontractors if competent persons cannot be supplied from own company:

Name of proposed subcontractor: .....

Qualifications or details of competency of the subcontractor: .....

.....

.....

.....

5. I hereby undertake, if my Bid is accepted, to provide, before commencement of the works under the contract, a suitable and sufficiently documented Health and Safety Plan in accordance with Regulation 5(1) of the Construction Regulations, which plan shall be subject to approval by the Employer.

6. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Safety Specifications as well as the OHSA 1993 Construction Regulations 2003 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Principal Agent, visitors, and officials and inspectors of the Department of Labour.

7. I hereby confirm that adequate provision has been made in my Bided rates and prices in the schedule of quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHSA 1993 Construction Regulations 2003, and that I will be liable for any penalties that may be applied by the Employer in terms of the said Regulations (Regulation 30) for failure on the Contractor's part to comply with the provisions of the Act and the Regulations.

8. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2003, and accept that my Bid will be prejudiced and may be rejected at the discretion of the Employer.

SIGNATURE: ..... DATE .....
(of person authorised to sign on behalf of the Bidder)

CONTRACTOR'S SAFETY PLAN

[The Bidder shall attach to this page (or submit it separately) the Contractor's Health and Safety Plan as required in terms of Regulation 5 of the Occupational Health and Safety Act 1993 Construction Regulations 2003, and referred to in Form J and in B2.1]

N: PROOF OF CIDB REGISTRATION

[The Bidder shall attach hereto the Contractor's Proof of Registration with CIDB].

O: MLM / MBD 2 TAX CLEARANCE CERTFICATE 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 Service (SARS) to meet the bidder's tax obligations.

1. In order to meet this requirement bidders are required to complete in full the attached form TCC 001"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 acceptable.

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.

The Bidder is to attach an original Tax Clearance Certificate issued by the South African Revenue Service (SARS) to this page.

Each party to a Joint Venture must submit a separate original Tax Clearance Certificate issued by SARS.

Failure to submit original and valid Tax clearance Certificate may invalidate the Bid.

If company is a VAT vendor a copy of the VAT certificate must be inserted here, unless reflected in the Tax Clearance Certificate.

P: BIDDER'S FINANCIAL STANDING

In terms of Clause 9.2 of the Conditions of Bid the Employer may make inquiries to obtain a bank rating from the Bidder's bank.

To that end the Bidder must provide with his Bid a bank rating, certified by his banker, to the effect that he will be able to successfully complete the contract at the Bided amount within the specified time for completion.

However, should the Bidder be unable to provide a bank rating with his Bid, he shall state the reasons as to why he is unable to do so, and in addition provide the following details of his banker and bank account that he intends to use for project:

Name of account holder: .....

Name of Bank: ..... Branch: .....

Account number: ..... Type of account: .....

Telephone number: ..... Facsimile number: .....

Name of contact person (*at bank):*

Failure to provide either the required bank details or a certified bank rating with his Bid, will lead to the conclusion that the Bidder does not have the necessary financial resources at his disposal to complete the contract successfully within the specified time for completion.

The Employer undertakes to treat the information thus obtained as confidential, strictly for the use of evaluation of the Bid submitted by the Bidder.

SIGNATURE: ..... DATE .....
(of person authorised to sign on behalf of the Bidder)

Q: FORM OF INTENT TO PROVIDE A PERFORMANCE GUARANTEE

[The Bidder must attach hereto a letter from the bank or institution. with whom he has made the necessary arrangements, to the effect that the said bank or institution will be prepared to provide the required performance guarantee when asked to do so].

MBD 4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state[1].

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.

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, trustee, hareholder[2]):……..

3.4 Company Registration Number: ……

3.5 Tax Reference Number:……

3.6 VAT Registration Number: ……

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state? **YES / NO**

3.8.1 If yes, furnish particulars. ……

……..

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

(a) a member of –
  (i) any municipal council;
  (ii) any provincial legislature; or
  (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;
(c) an official 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.

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

3.9.1 If yes, furnish particulars..... RETURNABLE DOCUMENTS

B2.1: LIST OF RETURNABLE DOCUMENTS

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? ..... **YES / NO**

3.10.1 If yes, furnish particulars.

……

……

3.11 Are you, aware of any relationship (family, friend, other) between any other 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**

3.11.1 If yes, furnish particulars

……

……

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.12.1 If yes, furnish particulars.

……

……

3.13 Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.13.1 If yes, furnish particulars.

……

……

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. **YES / NO**

3.14.1 If yes, furnish particulars:

……

……

1. FULL DETAILS OF DIRECTORS / TRUSTEES / MEMBERS / SHAREHOLDERS.

Full Name	Identity Number	State Employee Number

CERTIFICATION

I, THE UNDERSIGNED (FULL NAMES)
……
..

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

…… ……
Signature **Date**

…… ……
Capacity **Name of Bidder**

MLM / MBD 5.1 CONTRACT FORM – PAST EXPERIENCE

Bidders must furnish hereunder details of similar works / service, which they have satisfactorily completed in the past. The information shall include a description of the works, the contract value and the name of the employer.

EMPLOYER	NATURE OF WORK	VALUE OF WORK	DURATION AND COMPLETION DATE	EMPLOYER CONTACT NO

DATE

SIGNATURE OF BIDDER

MLM / MBD 5.2 CONTRACT FORM – PAST EXPERIENCE WITH WINNIE MADIKIZELA-MANDELA LOCAL MUNICIPALITY

Bidders must furnish hereunder details of similar works / service, which they have satisfactorily completed in the past. The information shall include a description of the works, the contract value and the name of the employer.

PREVIOUS AND / OR CURRENT PROJECTS UNDERTAKEN WITH MLM

PROJECT NAME	VALUE OF WORK	CONTRACT START DATE	ANTICIPATED / ACTUAL COMPLETION DATE

DATE

SIGNATURE OF BIDDER

MBD 6.1

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

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

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

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1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(*delete whichever is not applicable for this tender*).

The applicable preference point system for this tender is the 90/10 preference point system.

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

Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

(a) Price; and

(b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	
SPECIFIC GOALS	
Total points for Price and SPECIFIC GOALS	**100**

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

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

2. DEFINITIONS

"tender" means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(a) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

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

(c) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(d) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

1. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

1.1. POINTS AWARDED FOR PRICE

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

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

2. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
South African	1.5	3		
Black	1.5	3		
Women	1.75	3.5		
Youth	1.75	3.5		
Leaving with disability	1.75	3.5		
Military Veterans	1.75	3.5		
Total Points Allocated	**10**	**20**		

DECLARATION WITH REGARD TO COMPANY/FIRM

2.3. Name of company/Firm…….

2.4. Company registration number:……

2.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

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

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

……..
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: ……
DATE: ……

ADDRESS: ……
……
……
……

MBD 6.2

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

1. General Conditions

1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.

1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two-stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and targeted goals.

1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where
x is the imported content in Rand
y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

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

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

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

Description of services, works or goods	Stipulated minimum threshold
_____	_____%
_____	_____%
_____	_____%

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

(***Tick applicable box***)

YES		NO	

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

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

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

Currency	**Rates of exchange**
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

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

IN RESPECT OF BID NO. .....

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

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that:

(i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and

(c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in

paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.
The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

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

SIGNATURE: _____

WITNESS No. 1 _____ **DATE:** _____

WITNESS No. 2 _____ **DATE:** _____

MBD 6.4

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2001
LOCAL CONTENT OF PRODUCTS

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES SPECIFIED IN CLAIM FORM MBD 6.1 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2001

1. Regulation 12(1) of the Preferential Procurement Regulations makes provision for the promotion of locally manufactured products within the preference point systems.

SPECIFIC GOAL	POINTS ALLOCATED
The stimulation of the S.A economy by procuring locally Manufactured products.....	

2. Preference points may only be claimed for products, which will be manufactured (fabricated, processed or assembled), in the Republic of South Africa. In cases where production has not yet commenced at time of bid closure, evidence shall be produced that at the time of bid closure, the bidder was irrevocably committed to local production of the product.

3. "**Local content**" means that portion of the bid price, excluding Value Added Tax (VAT), which is not included in imported content, **provided that local manufacture does take place**.

4. "**Imported content**" means that portion of the bid price represented by the costs of components, parts or materials which have been or are still to be imported (whether by the bidder or his suppliers or sub-contractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duties, sales duties, or other similar taxes or duties at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies for which a bid has been submitted are manufactured.

5. BID INFORMATION

Bidders who wish to claim points in respect of this goal must furnish the information in paragraph 7 below.

6. POINTS CLAIMED

Indicate whether point(s) allocated for this goal is (are) claimed. Yes / No

7. INFORMATION WITH REGARD TO LOCAL MANUFACTURE

Indicate in the table below which product(s) [item number(s)] is/are manufactured locally against the % local content of each product / item in relation to the bid price (exclusive of VAT). Points claimed must be indicated in the "points claimed" column.

Percentage local content in relation to bid Price	Indicate item numbers	Points Allocated	Points Claimed
10 % - 30 %			
31 % - 60 %			
61 % or more			

8. BID DECLARATION

I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm declare that points claimed, based on the local content of the product(s) above, qualifies the firm for the point(s) shown and I / we acknowledge that:

(i) The information furnished is true and correct.

(ii) In the event of a contract being awarded as a result of points claimed, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.

(iii) If the claims are found to be incorrect, the purchaser, in addition to any other remedy it may have -

(a) recover all costs, losses or damages it has incurred or suffered as a result of that person's conduct; and

(b) 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;

WITNESSES:

1. .....

.....
SIGNATURE (S) OF BIDDER (S)

2. .....

DATE: .....

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:

a) abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;

b) been convicted for fraud or corruption during the past five years;

c) willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or

d) been listed in the Register for Bid Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the *audi alteram partem* rule was applied). **The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for BidDefaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? **The Register for BidDefaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐

Item	Question	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 ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) ……

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.

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

……..... ……..

Signature Date

…… ……..

Position Name of Bidder

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).[2] Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:

   (a) take all reasonable steps to prevent such abuse;

   (b) reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and

   (c) cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

[1] Includes price quotations, advertised competitive bids, limited bids and proposals.

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

S: CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

_____
(Bid Number and Description)

in response to the invitation for the bid made by:

_____
(Name of Municipality / Municipal Entity)

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

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

1. I have read and I understand the contents of this Certificate;

2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;

3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;

4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;

5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

   (a) has been requested to submit a bid in response to this bid invitation;

   (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and

   (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium[3] will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

   (a) prices;

   (b) geographical area where product or service will be rendered (market allocation);

(c) methods, factors or formulas used to calculate prices;

(d) the intention or decision to submit or not to submit, a bid;

(e) the submission of a bid which does not meet the specifications and conditions of the bid; or

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

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

SIGNATURE	**DATE**
POSITION	**NAME OF BIDDER**

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

T: RATES AND MUNICIPAL SERVICES CLEARANCE CERTIFICATE

PAGE TO WHICH ANY OF THE FOLLOWING MUST BE ATTACHED

IN THE CASE WHERE:

A. BIDDER AS LANDOWNER FOR PURPOSE OF CONDUCTING BUSINESS FROM PREMISES Please select the relevant option by ticking below

A.1 In the case where the Bidder owns the property from

which the Bidder's business operates from, an original or certified copy of the Bidder's business most recent ☐

municipal account indicating the status of payment of all municipal rates and taxes i.e. property rates, electricity, water, refuse & sewer from the Municipality in which ☐
jurisdiction the said property is situated, must be submitted.

NB: Should there be **separate** tax invoices from the municipality for property rates and services (taxes), you are required to submit the most recent of each of these invoices.

OR

B. BIDDER IS THE TENANT FOR PURPOSE OF CONDUCTING ITS BUSINESS FROM PREMISES

B.1 In the case where the Bidder does not own property and is a tenant for the purpose of its business establishment, the Bidder to provide an original or certified copy of a certificate from it's landlord certifying that all the tenants ☐
payments in respect of all municipal rates and taxes i.e. property rates, electricity, water, refuse & sewer are paid up to date, or

B.2 In the case where the Bidder as tenant is responsible for its own municipal accounts with the municipality then Bidder to provide an original or certified copy letter from the landlord certifying the above together ☐
with all most recent relevant municipal invoices i.e. property rates, electricity, water refuse & sewer.

Failure to do so will lead to your Bid being non-responsive and will not be evaluated further.

Signed ..... Date .....

Name ..... Position .....

Enterprise name .....

U : PROOF OF PURCHASE OF BID DOCUMENTS

[The Bidder shall insert here proof of purchase of the Bid documents in the form of an official receipt.]

V: COPY OF CANCELLED CHEQUE FOR BIDDER OR LETTER FROM THE BANK

[The Bidder shall insert here a copy of a cancelled cheque for a company or a letter from the Bank confirming the Bidder's banking details.]

W: SKILLS DEVELOPMENT LEVY CERTIFICATE

[The Bidder's Skills Development Levy Certificate to be inserted here].

X: WORKMEN'S COMPENSATION REGISTRATION CERTIFICATE

[The Bidder's Workmen's Compensation Registration Certificate or proof of payment of contributions to be inserted here].

Y : UNEMPLOYMENT INSURANCE FUND (UIF) REGISTRATION CERTIFICATE

[The Bidder's Unemployment Insurance Fund (UIF) Registration Certificate to be inserted here].

Z: FORM OF INTENT TO PROVIDE A PERFORMANCE GUARANTEE

[The Bidder must attach hereto a letter from the bank or institution. with whom he has made the necessary arrangements, to the effect that the said bank or institution will be prepared to provide the required performance guarantee forthwith upon award of the contract to this Bidder].

BD.2.2.2 PREFERENTIAL PROCUREMENT SCHEDULES AND AFFIDAVIT THAT WILL BE INCORPORATED INTO THE CONTRACT

PREFERENTIAL PROCUREMENT DECLARATION AFFIDAVIT

IMPORTANT NOTES:

1. ***Bidders with annual total revenue of R5 Million or less qualify as Exempted Micro Enterprises (EMEs)in terms of the Broad-Based Black Economic Empowerment Act, and must submit a certificate issued by a registered auditor, accounting officer (as contemplated in section 60(4) of the Close Corporation Act, 1984 (Act No. 69 of 1984)) or an accredited verification agency.***
2. ***Bidders other than Exempted Micro Enterprises must submit an Original or certified copy of a Valid B-BBEE status level verification certificate substantiating their B-BBEE rating.***
3. ***Submission of such certificates must comply with the requirements of instructions and guidelines issued by the National Treasury and be in accordance with notices published by the Department of Trade and Industry in the Government Gazette.***
4. ***These certificates must be submitted by each Bidder and, in the case of a Consortium or Joint Venture, by every member of the Consortium or Joint Venture. Any subcontractor(s) nominated for participation in the contract must also submit these certificates.***
5. ***False documents and/or information will invalidate the Bid.***
6. ***The B-BBEE status level attained by the Bidder must be used to determine the number of points contemlaped in the table below.***
7. ***The said certificates are essential and vital for the evaluation of the Bid, and failure to submit these certificates will prejudice the Bid and may invalidate it at the discretion of the Employer.***
8. ***The information for registration as in the possession of the WINNIE MADIKIZELA-MANDELA LOCAL MUNICIPALITY MUNICIPALITY will apply.***
9. ***It is the Bidder's responsibility to ensure that the details as submitted to the Municipality are correct.***

AA: B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE

1. (Joint Venture bidders must produce a combine B-BBEE status level verification)

[The Bidder shall attach hereto a certified copy of the Contractor's Proof of B-BBEE status level verification].

AB: CENTRAL SUPPLIERS DATABASE REPORT

PERFORMANCE GUARANTEE

Employer: *(name and address)*.....

.....

.....

Contract No: .....

(Contract title) .....

WHEREAS .....

(hereinafter referred to as "the Employer") entered into, on the ..... day of ..... 20....,

a Contract with ....

(hereinafter called "the Contractor") for *(CONTRACT TITLE)* .....

..... at .....

AND WHEREAS it is provided by said Contract that the Contractor shall provide the Employer with security by way of a guarantee for the due and faithful fulfillment of the Contract by the Contractor;

AND WHEREAS..... (hereinafter referred to as the Guarantor) has/have at the request of the Contractor, agreed to give such security;

NOW THEREFORE WE, ...
do hereby guarantee to the Employer under renunciation of the benefits of division and excussion the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions:

1. The Employer shall, without reference and/or notice to me/us, have complete liberty of action to act in any manner authorised and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Due Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Due Completion Date which the Employer may make, give, concede or agree to under the said Contract.

2. The Employer shall be entitled, without reference to us, to release any securities held by it, and to give time to or compound or make any other arrangement with the Contractor.

3. This guarantee shall remain in full force and effect until the issue of the Final Approval Certificate, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.

   However, upon receipt by us of an authenticated copy of the Certificate of Completion in terms of the Contract, the amount of liability shall be reduced by 50%, which shall be in force until the issue of the Final Approval Certificate at expiry of the Defects Liability Period

4. My/Our total liability in terms hereof shall be limited to the sum of R .....
(in words.....)
(10 % of the Bid sum) which amount I/we agree to hold at your disposal.

5. I/We declare that I/we, on behalf of the Guarantor, waive the legal exceptions available to a guarantor and undertake to pay the said amount or such portion thereof as may be demanded, immediately on receipt of a written demand from you.

A certificate under your hand shall be sufficient and satisfactory evidence as to the amount of the Guarantor's liability for the purpose of enabling provisional sentence or any similar relief to be obtained against the Guarantor.

6. I/We hereby choose domicilium citandi et executandi for all purposes arising hereof at .....
.....

7. This guarantee is neither negotiable nor transferable, and must be surrendered to the Guarantor in the event of the full amount of the Guarantee being paid to the Employer.

IN WITNESS WHEREOF this guarantee has been executed by us at..... on this
..... day of .....20.....

Signature: .....

Duly authorized to sign on behalf of: *(Guarantor)* ....
.....

Address ....
.....

As witnesses:

1. .....

2. .....

PRO FORMA NOTIFICATION FORM IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT 1993, CONSTRUCTION REGULATIONS 2003

[This form must be completed and forwarded, prior to commencement of work on site, by all Contractors that qualify in terms of Regulation 3 of the Construction Regulations 2003, to the office of the Department of Labour]

1. (a) Name and postal address of Contractor: .....
.....

(b) Name of Contractor's contact person: .....
Telephone number:
.....

2. Contractor's compensation registration number: .....

3. (a) Name and postal address of client: .....
.....

(b) Name of client's contact person or agent: .....
Telephone number.....

4. (a) Name and postal address of designer(s) for the project: .....
.....

(b) Name of designer's contact person: .....
Telephone number.....

5. Name of Contractor's construction supervisor on site appointed in terms of Regulation 6(1): .....Telephone number: .....

6. Name/s of Contractor's sub-ordinate supervisors on site appointed in terms of regulation 6(2).
.....

7. Exact physical address of the construction site or site office: .....
.....

8. Nature of the construction work: .....
.....

9. Expected commencement date: .....
10. Expected completion date: .....
11. Estimated maximum number of persons on the construction site: .....
12. Planned number of subcontractors on the construction site accountable to Contractor: .....
13. Name(s) of subcontractors already chosen: .....
.....
.....

SIGNED BY:

CONTRACTOR: ..... DATE:.....

CLIENT:..... DATE:.....

C1: AGREEMENTS AND CONTRACT DATA
C1.1 FORM OF OFFER AND ACCEPTANCE

A. OFFER

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

CONTRACT No.: WMM-LM 29/10/26/02 BMM

CONSTRUCTION OF BIZANA MINI-MARKET (PHASE 3)

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

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

The offered total of the price inclusive of Vat is R……..

(*In words*. ..... ……

.....

. .....),

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

Signature: *(of person authorized to sign the Bid)*: .....

Name: (*of signatory in capitals)*: .....

Capacity: (*of Signatory*): .....

Name of Bidder: (*organisation*): .....

Address: .....

.....

Telephone number: ..... **Fax number:** .....

Witness:

Signature: .....

Name: *(in capitals)*:.....

Date: .....

[Failure of a Bidder to sign this form will invalidate the Bid]

B. ACCEPTANCE

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

The terms of the contract are contained in

Part 1 Agreement, and Contract Data, (which include this Agreement)
Part 2 Pricing Data, including the Bill of Quantities
Part 3 Scope of Work
Part 4 Site Information

and the schedules, forms, drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the Bid Data and any addenda thereto listed in the Bid Schedules as well as any changes to the terms of the Offer agreed by the Bidder and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representatives of both parties.

The Bidder shall deliver the Guarantee in terms of Clause 7 of the General Conditions of Contract 2004 within the period stated in the Contract Data, and he shall, immediately after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any other bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data, within 14 days of the date on which this Agreement comes into effect. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

Signature: .....

Name: *(in capitals)* .....

Capacity: .....

Name of Employer *(organisation)* .....

Address: .....

.....

Witness:

Signature: ..... Name: .....

Date: .....

C. SCHEDULE OF DEVIATIONS

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

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

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

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

1. Subject: .....

Details: .....

.....

2. Subject: .....

Details: .....

.....

3. Subject: .....

Details: .....

.....

4. Subject: .....

Details: .....

.....

5. Subject: .....

Details: .....

.....

6. Subject: .....

Details: .....

.....

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Bidder agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Bid Data and addenda thereto as listed in the Bid Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Bidder and the Employer during this process of offer and acceptance.

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

FOR THE BIDDER:

Signature: .....

Name: .....

Capacity: .....

Bidder: *(Name and address of organisation)* .....

.....

Witness:

Signature: .....

Name: .....

Date: .....

FOR THE EMPLOYER

Signature: .....

Name: .....

Capacity: .....

Employer: *(Name and address of organisation)* .....

.....

Witness:

Signature: .....

Name: .....

Date: .....

C1.2: CONTRACT DATA

C1.2.1: STANDARD CONDITIONS OF CONTRACT

The Conditions of Bid are the Standard Conditions of Bid as contained in Annex F of the CIDB *Standard for Uniformity in Construction Procurement,* and as *Annexure F* of the CIDB *Standardized Construction Procurement Documents for Engineering and Construction Works (28 May 2010).This document is obtainable separately.Bidders shall obtain their own copies.*

The Bid Data make several references to the Standard Conditions of Bid for details that apply specifically to this Bid. The Bid Data shall have preference in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Bid.

Each item of Bid Data given below is cross-referenced to the relevant clause in the Standard Conditions of Bid to which it mainly applies.

Clause No.

F.1.1 GENERAL

F.1.1 Actions

F.1.1.1 The Employer and each Bidder submitting a Bid offer shall comply with these Conditions of Bid. 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 bidder and all their agents and employees involved in the bid process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such interest in their bid 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 the 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 bid or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decision 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 Bid documents

The documents issued by the Employer for the purpose of a Bid offer are listed in the Bid Data.

F.1.3 Interpretation

F.1.3.1 The Bid Data and additional requirements contained in the Bid schedules that are included in the returnable documents are deemed to be part of the Conditions of Bid.

F.1.3.2 These Conditions of Bid, the Bid Data and Bid schedules which are only required for Bid evaluation purposes, will not form part of any contract arising from the invitation to Bid.

F.1.3.3 For the purposes of these conditions for the calling for expressions of interest, 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 interest 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 bidder's financial offer after the factors of non-firm prices, all unconditional discounts and any other bided parameters that will affect the value of the financial offer have been taken into consideration

c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the bid process; and

d) **Fraudulent practice** means the misrepresentation of the facts in order to influence the bid process or the award of a contract arising from a bid offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels

e) **Organisation** 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 Bidder shall be to or from the Employer's agent only, and in a form that can be read, copied and recorded. Writing shall be in the English language. The Employer will not take any responsibility for non-receipt of communications from or by a Bidder. The name and contact details of the Employer's agent are stated in the Contract Data.

F.1.5 The Employer's right to accept or reject any Bid offer

F.1.5.1 The Employer may accept or reject any variation, deviation, Bid offer, or alternative Bid offer, and may cancel the Bid process and reject all Bid offers at any time before the formation of a contract. The Employer will not accept or incur any liability to a Bidder for such cancellation and rejection, but shall give 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 bid data, a contract will, subject F.3.13, be concluded with the bidder who in terms of F.3.11 is the highest ranked or the bidder scoring the highest number of bid evaluation points, as relevant, based on the bid submissions that are received at the closing time for bids.

F.1.6.2 Competitive Negotiation Procedure

F.1.6.2.1 Where the bid data require that the competitive negotiation procedure is to be followed, bidders shall submit bid 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 bidders who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive positions of bidders shall not apply.

F.1.6.2.2 All responsive bidders, or not less than three responsive bidders that are highest ranked in terms of the evaluation method and evaluation criteria stated in the data, shall be invited in each round to enter the 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 bids be clarified, specified and fine-tuned in order to improve a bidder's competitive position provided that such clarification, specification, fine-tuning and 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.

F.1.6.2.3 At the conclusion of each round of negotiations, bidders shall be invited by the Employer to make a fresh bid offer, based on the same evaluation criteria, with or without adjusted weightings. Bidders 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 bidders have been requested to submit their best and final offer.

F.1.6.3 Proposal Procedure using two stage system

F.1.6.3.1 Option 1

Bidders 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 bid data, and in the second stage negotiate a contract with the bidder scoring the highest number of evaluation points and award the contract in terms of these conditions of bid.

F.1.6.3.2 Option 2

F.1.6.3.2.1 Bidders shall submit in the first stage only technical proposals. The Employer shall invite all responsive bidders to submit bid offers in the second stage, following the issuing of procurement documents.

F.1.6.3.2.2. The Employer shall evaluate bids received during the second stage in terms of the method of evaluation stated in the bid data, and award the contract in terms of these conditions of bid.

F.2 BIDDER'S OBLIGATIONS

The Bidder shall comply with the obligations hereafter:

F.2.1 Eligibility

F.2.1.1 Submit a Bid offer only if the Bidder satisfies the criteria stated in the Bid Data and if the Bidder, or any of his principals, is not under any restriction to do business with the Employer.

F.2.1.2 Notify the Employer of any proposed material change in the capabilities or formation of the Bidding 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 bidder to submit a bid offer and obtain the Employer's written approval prior to do so prior to the closing time of bids.

F.2.2 Cost of Bidding

Accept that the Employer will not compensate the Bidder for any costs incurred in the preparation and submission of a Bid Offer, including the costs of any testing necessary to demonstrate that aspects of the offer comply with requirements.

F.2.3 Check documents

Check the Bid 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 Bid. He shall use and copy the documents issued by the Employer only for the purpose of preparing and submitting a Bid Offer in response to the invitation.

F.2.5 Reference documents

Obtain, as necessary for submitting a Bid 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 Bid documents by reference.

F.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the Bid documents, which the Employer may issue, and if necessary apply for an extension to the closing time stated in the Bid Data if necessitated as a result of the addenda.

F.2.7 Site visit and clarification meeting

Attend the compulsory site visit and clarification meeting at which Bidders may familiarize themselves with aspects of the proposed work, services or supply, and raise questions. Details of the meeting are stated in the Bid Data.

F.2.8 Seek clarification

Request clarification of the Bid documents, if necessary, by notifying the Employer at least five working days before the closing time for submission of Bids stated in the Bid 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 Bidder is advised to seek qualified advice regarding insurance.

F.2.10 Pricing the Bid Offer

F.2.10.1 Include in the rates, prices, and the Bided total of the prices all duties, taxes, except value-added tax (VAT), and other levies payable by the successful Bidder, such duties, taxes and levies being those applicable 14 days before the closing time for submission of Bids stated in the Bid Data.

F.2.10.2 Show VAT payable by the Employer separately as an addition to the Bided 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 Bid 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 Bid documents, except to comply with instructions issued by the Employer, or alterations or additions necessary to correct errors made by the Bidder. All signatories to the Bid Offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

F.2.12 Alternative Bid Offers (All specifications to be kept even if there is alternative bid)

F.2.12.1 Submit alternative Bid Offers only if a main Bid Offer, strictly in accordance with all the requirements of the Bid documents, is also submitted. The alternative Bid Offer is to be submitted with the main Bid Offer together with a schedule that compares the requirements of the Bid documents with the alternative requirements the Bidder proposes.

F.2.12.2 Accept that an alternative Bid offer may be based only on the criteria stated in the Bid Data or criteria otherwise acceptable to the Employer.

F.2.12.3 Accept that an alternative Bid offer may be based only on the criteria stated in the Bid Data or criteria otherwise acceptable to the Employer.

F.2.13 Submitting a Bid Offer

F.2.13.1 Submit a Bid Offer to only, either as a single Bidding entity or as a member in joint venture, provide the whole of the works, services or supply identified in the Contract Data, unless stated otherwise in the Bid 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 in **black ink**.

F.2.13.3 Submit the Bid Offer communicated on paper as an original plus the number of copies stated in the Bid 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, if applicable) of the Bid Offer where required in terms of the Bid Data. The Employer will hold all authorized signatories liable on behalf of the Bidder. Signatories for Bidders proposing to contract as joint ventures shall state which of the signatory is the lead partner whom the Employer shall hold liable for the purpose of the Bid Offer.

F.2.13.5 Seal the original (and each copy, if applicable) of the Bid Offer as separate packages marking the packages as “ORIGINAL” and "COPY" (2 copies). Each package shall state on the outside the Employer’s address and identification details stated in the Bid Data, as well as the Bidder’s name and contact address.

F.2.13.6 Where a two-envelope system is required in terms of the Bid Data, place and seal the returnable documents listed in the Bid Data in an envelope marked “technical proposal”. Each envelope shall state on the outside the Employer’s address and identification details stated in the Bid Data, as well as the Bidder ’s name and contact address.

F.2.13.7 Seal the original Bid 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 Bid Data.

F.2.13.8 Accept that the Employer will not assume any responsibility for the misplacement of premature opening of the Bid Offer if the outer package is not sealed and marked as stated.

F.2.13.9 Accept that bid offers submitted by facsimile or email will be rejected by the Employer, unless stated otherwise in the bid data.

F.2.14 Information and data to be completed in all respects

Accept that Bid offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the Employer as being non-responsive.

F.2.15 Closing time

F.2.15.1 Ensure that the Employer receives the Bid Offer at the address specified in the Bid Data not later than the closing time stated in the Bid Data. Proof of posting shall not be accepted as proof of delivery. The Employer will not accept Bid Offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the Bid Data.

F.2.15.2 Accept that, if the Employer extends the closing time stated in the Bid Data for any reason, the requirements of the Conditions Bid apply equally to the extended deadline.

F.2.16 Bid Offer validity

F.2.16.1 Hold the Bid Offer(s) valid for acceptance by the Employer at any time during the validity period stated in the Bid Data after the closing time stated in the Bid Data.

F.2.16.2 If requested by the Employer, consider extending the validity period stated in the Bid Data for an agreed additional period.

F.2.16.3 Accept that a bid 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 bids that a bid is to be withdrawn or substituted.

F.2.16.4 Where a bid submission is to be substituted, submit a substitute bid in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".

F.2.17 Clarification of Bid Offer after submission

Provide clarification of a Bid Offer in response to a request to do so from the Employer during the evaluation of Bid Offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the total of the prices or substance of the Bid Offer should be sought, offered, or permitted. The total of the prices stated by the Bidder shall be binding upon the Bidder.

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 Bid Offer, the Bidder's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the Employer for the purpose of a full and fair risk assessment. Should the Bidder 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 Bid Offer as being 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 analyses

Provide access during working hours to premises for inspections, tests and analyses as provided for the in the Bid 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 Bid documents

If so instructed by the Employer, return all retained Bid documents within 28 days after the expiry of the validity period stated in the Bid Data.

F.2.23 Certificates

Include in the Bid submission or provide the Employer with any certificates as stated in the Bid Data.

F.3 EMPLOYER'S UNDERTAKINGS

The Employer undertakes to:

F.3.1 Respond to clarification

F.3.1.1 Respond to a request for clarification received up to five working days before the Bid closing time stated in the Bid Data and notify all Bidders who drew procurement documents.

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

a. An individual firm, or 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 prequalification process.

F.3.2 Issue addenda

If necessary, issue addenda, which may amend or amplify the Bid documents, to each Bidder during the period from the date of the Bid Notice until 7 days before the Bid closing time stated in the Bid Data. If, as a result of the issuing of addenda, a Bidder applied for an extension to the closing time stated in the Bid Data, the Employer may grant such extension and shall then notify all Bidders who drew documents.

F.3.3 Return late Bid Offers

Return Bid Offers received after the closing time stated in the Bid Data, unopened (unless it is necessary to open a Bid submission to obtain a forwarding address), to the Bidder concerned.

F.3.4 Opening of Bid submissions

F.3.4.1 Unless the two-envelope system is to be followed, open valid Bid submissions in the presence of Bidders' agents who choose to attend at the time and place stated in the Bid Data. Bid submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

F.3.4.2 Announce at the public meeting held immediately after the opening of Bid submissions, at a venue indicated in the Bid Data, the name of each Bidder whose Bid Offer is opened, the total of his prices, preferences claimed and time for completion, if any, for the main Bid offer only.

F.3.4.3 Make available the name of each Bidder whose Bid Offer is opened, the total of his prices, preferences claimed, if applicable, and time for completion (if any) for the main Bid Offer only.

F.3.5 Two-envelope system

F.3.5.1 Where stated in the Bid Data that a two-envelope system is to be followed, open only the technical proposal of valid Bids in the presence of Bidders' agents who choose to attend at the time and place stated in the Bid Data and announce the name of each Bidder whose technical proposal is opened.

F.3.5.2 Evaluate the quality of the technical proposals offered by Bidders, then advice Bidders 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 Bidders who score in the quality evaluation more than the minimum number of points for quality stated in the Bid Data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to Bidders whose technical proposals failed to achieve the minimum number of points for quality.

F.3.6 Non-disclosure

Not to disclose to Bidders, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of Bid Offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful Bidder.

F.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a Bidder to influence the processing of Bid Offers and instantly disqualify a Bidder (and his Bid Offer) if it is established that he engaged in corrupt or fraudulent practices.

F.3.8 Test for responsiveness

F.3.8.1 Determine, on opening and before detailed evaluation, whether each Bid Offer properly received:

(a) complies with the requirements of the Conditions of Bid;
(b) has been properly and fully completed and signed, and
(c) is responsive to the other requirements of the Bid documents.

F.3.8.2 Regard a responsive Bid as one that conforms to all the items, conditions, and specifications of the Bid documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would

(a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the scope of work;
(b) change the Employer's or the Bidder's risks and responsibilities under the contract, or
(c) affect the competitive position of other Bidders presenting responsive Bids, if it were to be rectified.

F.3.8.3 Reject a non-responsive Bid Offer, and do not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

F.3.9 Arithmetical errors

F.3.9.1. Check responsive Bid Offers for arithmetical errors between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.

F.3.9.2 Check the highest ranked bid or Bidder with the highest number of bid evaluation points after the evaluation of bids in accordance with F.3.11 for:

(d) The gross misplacement of the decimal point in the unit rate,
(e) Omissions made in completing the pricing schedule or bills of quantities or
(f) Arithmetic errors in

- Line item totals resulting from the product of unit rate and a quantity in bills of quantities or schedule of prices; or
- The summation of the prices.

F3.9.2 Notify the bidders of all errors or omissions that are identified in the bid offer and invite the bidder to either confirm the bid offer as bided or accept the corrected total of prices.

F.3.9.3 Where the bidder elects to confirm the bid offer as bided, correcting them in the following manner:

(a) If a Bill of Quantities (or Schedule of Quantities or Schedule of Rates) applies 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 Bidder's addition of prices, the total of the prices shall govern and the Bidder will be asked to revise selected item prices (and their rates if a Bill of Quantities applies) to achieve the Bided total of the prices.

Consider the rejection of a Bid Offer if the Bidder does not correct or accept the correction of his arithmetical errors in the manner described in above.

F.3.10 Clarification of a Bid Offer

Obtain clarification from a Bidder on any matter that could give rise to ambiguity in a contract arising from the Bid Offer.

F.3.11 Evaluation of Bid Offers

F.3.11.1 Appoint an evaluation panel of not less than three persons. Reduce each responsive Bid Offer to a comparative offer and evaluate it using the Bid evaluation methods that are indicated in the Bid Data and described as methods 1, 2, 3 and 4.

F.3.11.2 **Method 1**: **In the case of a Financial Offer**:

(a) Rank Bid Offers from the most favourable to the least favourable comparative offer.
(b) Recommend the highest ranked Bidder for the award of the contract, unless there are compelling and justifiable reasons not to do so.

(c) Re-rank all bidders should there be compelling and justifiable reasons not to recommend the highest ranked bidder and recommend the highest ranked bidder, 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 **Method 2**: **In the case of a Financial Offer and Preferences**:

In the case of a financial offer and preferences:

a) Score each bid 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 bid evaluation points (T_{EV}) in accordance with the following formula:

$T_{EV} = N_{FO} + N_P$

where: N_{FO} is the number of bid evaluation points awarded for the financial offer made in accordance with F.3.11.7;
N_P is the number of bid evaluation points awarded for preferences claimed in accordance with F.3.11.8.

c) Rank bid offers from the highest number of bid evaluation points to the lowest.
d) Recommend the bidder with the highest number of bid 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 bidders should there be compelling and justifiable reasons not to recommend the bidder with the highest number of bid evaluation points, and recommend the bidder with the highest number of bid 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.3.13 Acceptance of Bid Offer

F.3.13.1 Accept bid offer, if in the opinion of the employer, it does not present any unacceptable commercial risk and only if the bidder:

i. Is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement

ii. 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.

iii. Has the legal capacity to enter the contract,

iv. 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,

v. Complies with the legal requirements, if any, stated in the bid data, and

vi. Is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

F.3.13.2 Notify the successful Bidder of the Employer's acceptance of his Bid Offer by completing and returning one copy of the Form of Offer and Acceptance before the expiry of the validity period stated in the Bid Data, or agreed additional period. Provided that the Form of Offer and Acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the Employer and the successful Bidder as described in the Form of Offer and Acceptance.

F.3.14 Notice to unsuccessful Bidders

After the successful Bidder has acknowledged the Employer's notice of acceptance, notify other Bidders that their Bid Offers have not been accepted.

F.3.15 Prepare contract documents

If necessary, revise documents that shall form part of the contract and that were issued by the Employer as part of the Bid documents to take account of:

(a) addendum issued during the Bid period;
(b) inclusion of some of the returnable documents;
(c) other revisions agreed between the Employer and the successful Bidder, and
(d) the Schedule of Deviations attached to the Form of Offer and Acceptance, if any.

F.3.16 Issue final contract

Prepare and issue the final draft of contract documents to the successful Bidder for acceptance as soon as possible after the date of the Employer's signing of the Form of Offer and Acceptance (including the Schedule of Deviations, if any). Only those documents that the Conditions of Bid require the Bidder to submit, after acceptance by the Employer, shall be included.

F.3.17 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.3.18 Provide copies of the contracts

Provide to the successful Bidder the number of copies stated in the Bid Data of the signed copy of the Contract as soon as possible after completion and signing of the Form of Offer and Acceptance.

F.3.19 Provide written reasons for actions taken

Provide upon request written reasons to bidders for any action that is taken applying these conditions of bid, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of bidders or might prejudice fair competition between bids.

C 1.2.2: CONTRACT DATA

1. GENERAL

The Bid Data shall be read with the Standard Conditions of Bid in order to expand on the Bidder's obligations and the Employer's undertakings in administering the Bid process in respect of the project under consideration.

The Bid Data hereafter shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Bid.

Each item of Bid Data given below is cross-referenced to the relevant clause in the standard Conditions of Bid.

Clause No.

F.1.1 The Employer is Winnie Madikizela-Mandela Local Municipality.

F.1.2 Bid Document

(a) The Bid Document issued by the employer consists of the following:

BID

B1: Bidding Procedures
- B1.1: Bid Notice and Invitation to Bid
- B1.2: Bid Data

B2: Returnable Documents
- B2.1: List of Returnable Documents
- B2.2: Returnable schedules and forms

CONTRACT

Part 1: Agreements and Contract Data
- C1.1: Form of Offer and Acceptance
- C1.2: Contract Data
- C1.3: Form of Guarantee
- C1.4: Agreement with adjudicator
- C1.5: Agreement in terms of the OHSA No 85 of 1993
- C1.6 Agreement in terms of the Occupational Health and Safety Act No. 85 of 1993

Part 2: Pricing Data
- C2.1: Pricing Instructions
- C2.2: Bill of Quantities

Part 3: Scope of Work
- C3: Scope of Work

Part 4: Project Specification

Part 5: Particular Specification

Part 6: Site Information
- C6: Site information

Part 7: Annexures
- C7: Annexures

(b) Drawings.

(c) **JBCC PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of March 2018)** This document is obtainable separately, and Bidders shall obtain their own copies.

(d) **The Model Preambles of Trades as recommended and published by the Association of South African Quantity Surveyors edition 1999**

(e) **The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations 2003 (Government Gazette No 25207 of 18 July 2003, Notice No R1010).** This document is obtainable separately, and Bidders shall obtain their own copies.

(f) In addition Bidders are advised, in their own interest, to obtain their own copies of the following acts, regulations and standards referred to in the this document as they are essential for the Bidder to get acquainted with the basics of construction management, the implementation of preferential construction procurement policies and participation of targeted enterprise and labour.

(i) The Construction Industry Development Board Act No 38 of 2000 and the Regulations in terms of the CIDB Act 38/2000, Government Notice No 692 of 9 June 2004,

ii) SANS 1921:2004 Construction and Management

Part 1: General Engineering and Construction Works;

Part 2: Accommodation of Traffic on Public Roads occupied by the Contractor;

iii) BOARD NOTICE 86 OF 2010, CIDB, STANDARD FOR UNIFORMITY IN CONSTRUCTION PROCUREMENT May 2010

The Bid Document and the drawings shall be obtained from the Employer or his authorized representative at the physical address stated in the Bid Notice, upon payment of the deposit stated in the Bid Notice.

F.1.4 **The Employer's agent is:**

Name : Nikhwe Group (Pty) Ltd
Address : Amanikhwe A/A, Intsingizi Location, Bizana, 4800
Tel. : 072 948 8775
Contact Person: Mzingisi Ganyile
e-mail address : mzingisi@nikhwegroup.co.za

F.2.1 **Eligibility**

A Bidder will not be eligible to submit a Bid if:

(a) the Contractor submitting the Bid is under restrictions or has principals who are under restriction to participate in the Employer's procurement due to corrupt of fraudulent practices;

(b) the Bidder does not have the legal capacity to enter into the contract;

(c) the Contractor submitting the Bid is 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 the foregoing;

(d) The Bidder does not comply with the legal requirements stated in the

(e) Employer's procurement policy;

(f) The Bidder cannot demonstrate that he possesses the necessary professional and technical qualifications and competent, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract;

(g) The Bidder cannot provide proof that he is in good standing with respect to duties, taxes and contributions required in terms of legislation applicable to the work in the contract.

Only those Bidders who are registered with the Construction Industry Development Board in a contractor-grading equal to a contractor grading designation **6 GB OR HIGHER** as defined in the Regulations (June 2004), in terms of the CIDB Act No 38 of 2000, are eligible to submit Bids for this contract.

Joint ventures are eligible to submit Bids provided that:

(h) every member of the joint venture is registered with the CIDB;

(i) The combined contractor grading designation calculated in accordance with the Construction Industry Board Regulations is equal to or higher than a contractor grading designation stated above.

F.2.7 Site visit and Clarification

F.2.12 Alternative Bids (Same specification to be used)

If a Bidder wishes to submit an alternative Bid offer, the only criteria permitted for such an alternative Bid offer are:

(a) Individual items
Individual items offered as alternatives to items in the Bill of Quantities will only be considered if listed and priced in Form L: *Amendments, Qualifications and Alternatives* in Part 2 of the Contract Document, accompanied by a detailed statement as necessary.

(b) Alternative designs
Where a Bidder desires to submit alternative Bid involving modifications to the design or method of construction that would alter the character of the Bid, the following procedure must be observed:

(i) The alternative offer must be accompanied by supporting information, drawings, calculations and a priced alternative Bill of Quantities to enable its technical acceptability, construction time and price to be fully assessed. Such information, drawings and Bill of Quantities must be sufficient for proper evaluation of the Bided alternative, otherwise the offer will not be considered;

(ii) Any alternative Bid involving modifications to design will be assessed on its merits and may be accepted. An accepted alternative design will become the design for the purpose of the contract.

(iii) If an alternative design with its priced Bill of Quantities has been accepted, the sum thus Bided for the alternative will not be subject to re-measurement and will be the final amount payable to the Contractor, except only for variations arising from:

Changes in design parameters ordered by the Principal Agent;

•

- Changes not arising from any failure or fault of the Contractor, but from modifications requested by the Principal Agent.

(iv) A decision whether or not to adopt a technically acceptable modified design will be governed by the amount of the overall saving and the advantages to the Employer which the modified design can be reliably expected to achieve. Matters to be considered in arriving at the overall saving will include the effect of any deferment in starting date arising from extra time needed for the preparation of an amended contract for signature.

(v) The Bidder will be liable for all costs necessary for the Principal Agent to check the alternative design offered

F.2.13 Submitting a Bid Offer

F.2.13.1 Bid Offer to provide the whole works, services or supply identified in the Contract Data, unless stated otherwise in the Bid Data.

F.2.13.3 Bid offers shall be submitted as an original only.

F.2.13.5 Delivery of Bid

All tenders must be emailed to tenders.scm@winniemmlm.gov.za by no later than **12H00 on the of** **19 NOVEMBER 2026** after which they will be opened.
All tenders must be clearly marked the Name of the project and Reference number indicated above.

Identification details: CONSTRUCTION OF BIZANA MINI-MARKET (PHASE 3)

Contract No.: WMM-LM 29/10/26/02 BMM

F. 2.15 Closing Time

The closing time for submission of Bid Offers is **12h00**, on **of** **19 NOVEMBER 2026**

Telephonic, telegraphic, telex or electronic Bids will not be accepted.

F. 2.16 Bid validity

The Bid Offer validity period is 90 days from the closing time for submission of Bids.

F.2.19 Inspection, tests and analysis

Access shall be provided for inspections and testing by personnel acting on behalf of the Employer.

F.2.22 Return of Bid Documents

Not applicable.

F.2.23 Certificates

The following certificates must be provided with the Bid:

1. Company / CC / Trust / Partnership registration certificates
2. ID certificate(s) of all directors, members and/or shareholders
3. An original valid Tax clearance issued by the South African Revenue Services
4. VAT Registration Certificate
5. Workmen's Compensation Registration Certificate (or proof of payment of contributions in terms of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993)
6. Skills Development Levy Certificate
7. Joint venture agreement and power of attorney in case of joint ventures.
8. Contractors CIDB registration certificate.
9. Exempted Micro Enterprises (EMEs) must submit a certificate issued by a registered auditor, accounting officer (as contemplated in section 60(4) of the Close Corporation Act, 1984 (Act No. 69 of 1984)) or an accredited verification agency.
10. Originally certified copy of a Valid B-BBEE status level verification certificate issued by a verification agency accredited by SANAS (Joint Venture bidders must produce a combine B-BBEE status level verification)
11. Contractor's Health and Safety Declaration

F.3.4 Opening of Bid Submissions

The time and location for opening of the Bid offers are:12h00
Time: **12:00** Date**: 19 November 2026**
All tenders must be emailed to tenders.scm@winniemmlm.gov.za
All tenders must be clearly marked the Name of the project and Reference number indicated above.

F.3.11 Evaluation of Bid Offers

F.3.11.1 The procedure for evaluation of responsive Bid Offers will be Method 4: Financial Offer, Quality and Preferences.

Evaluation will be done using a two-stage process in terms of National Treasury Circular No. 53. The procedure to be used for the allocation of points of responsive bids will be Method 4 with the 80/20 Preference Point System. Bids shall be scored for quality on stage one only to pre-qualify bids and only those bids that meet the specified minimum 60% total score for quality shall be considered further on stage two where they will then be evaluated on the basis of the 80/20 Preference Points System.

F.3.11.5 **Method 4: Financial Offer, Quality and Preferences**

The score for quality will be calculated based on the assessment of the submitted returnable and as per the score card below.

The score for quality is to be calculated using the following formula:

$Wq=W2xSo/Ms$

where:

W2 is the percentage score given to quality and equals 100
So is the score for quality allocated to the submission under consideration

Ms is the maximum possible score for quality in respect to the submission, which equals 70

The evaluation criteria for quality must comprise of the details as per the table below:-

FUNCTIONALITY

Functionality will be evaluated based on the following criteria and bidders who failed to score a minimum functionality assessment of 70% will be considered non-responsive and will not be evaluated further:

EVALUATION CRITERIA		
EXPERIENCE	**POINTS**	**MAXIMU M POINTS**
• 6 Appointment Letters and Completion Certificates in Building construction or projects of similar nature of at least R 4 000 000.00 or above each	**40 points**	**40 Points**
4-5 Appointment Letters and Completion Certificates in Building construction or projects of similar nature of at least R 4 000 000.00 or above each	**20 Points**	**20 Points**
2-3 Appointment Letters and Completions Certificate in Building construction or projects of similar nature of at least R 4 000 000.00 or above each	**10 points**	**10 Points**
1 Appointment Letter and Completion Certificate in Building construction or projects of similar nature of at least R 4 000 000.00 or above each	**0 points**	**0 points**
(Attach Signed Appointment letter, Signed Reference Letter that are not more than 3 Months old and Completion Certificate for each project claimed)		
KEY PERSONNEL		
Description	**Points**	**Max Points**
Description		**30**
• **Construction Manager/ Contracts Manager** - NQF level 6 qualification Graduate in Civil Engineering or Construction Management with 10 years' experience in Earthworks/Civil Project and	**15 Points**	**15 Points**

construction works (of which at least 3 years' **Appointment Letters must be in construction of office buildings and ablutions,** indicate names of office buildings and ablutions, and municipalities for verification purposes) and is registered with SACPCMP as Professional Construction Project Manager, must have NQF Level 6.		
• **Site Agent** NQF level 6 qualification Graduate in Civil Engineering or Construction Management with 6 years' experience in Earthworks/Civil Project and construction works as a site agent (of which at least 3 years' Appointment Letters must be in **construction office buildings and ablutions**, , indicate names of office buildings and ablutions, and municipalities for verification purposes) and is registered with SACPCMP or ECSA as Professional, must have NQF Level 5.	**10 Points**	**10 Points**
• **Site Foreman** - Site foreman with a minimum Appointment Letters of 5 years as a Site foreman (of which at least 3 years Appointment Letters must be in construction of **office buildings and ablutions,** indicate names of sport facilities and municipalities for verification purposes), NQF level 6 in Civil Engineering or must have NQF Level 5 of accreditation in Labour Intensive Construction Method.	**5 Points**	**5 Points**
NB: Bidder has submitted no information or inadequate information to determine the scoring level or has Appointment Letters less than the required minimum years.	0 Points	0 Points
The bidder must submit CV, Qualifications, and relevant certificates (in terms of NQF Level of accreditation in Labour Intensive Construction Method for the purpose of point allocation).		
PLANT AND MACHINERY OF THE BIDDER		
Description	**Points**	**Max Points**

B1.2 BID DATA

The bidder owns a TLB (10 points),1 Concrete Mixer(10 points and Small Tools (10 points)	**30 Points**	**30 Points**

NB: Certificate of ownership to be attached (NATIS), Natis certificates to indicate ownership by the bidder		
The bidder owns a TLB (5 points),1 Concrete Mixer (5 points and Small Tools (5 points)	**15 Points**	**15 Points**
The bidder has not submitted any proof of ownership and has not submitted any lease agreement (intent) with the supplier of machinery	**0 Points**	**0 Points**
NB: Original lease intent agreement signed by both the bidder and his/her supplier of machinery (contact details of the supplier to be attached), Natis certificates indicating ownership of such plant/equipment by lesser		
TOTALS		**100 POINTS**

THE MUNICIPALITY reserves the right not to accept the lowest tender or any tender, late, incomplete, telegraphic, or facsimile tenders will not be considered. The Council is not bound to accept the lowest or any proposal and reserves the right to accept the whole or part of the proposal any tender or to furnish reasons for its decisions.

Tenderers that score less than 70% of the points will *not* be considered further.

a) Bidders qualifying on (a) above will be further evaluated using the following procedure for the evaluation of responsive Bids (Price and preferences). The weighting of Bid price and preferences of the Bidder will be done by way of a point system:

For Contracts exceeding a point value of R 50 000 000-00

- 90 points are assigned to price; and
- 10 points are assigned to preferences.

For Contracts not exceeding a potential value of R 50 000 000-00

- 80 points are assigned to price; and
- 20 points are assigned to preferences.

The total points for Price and preferences must add up to 100 points. The financial offer will be scored using formula:

The financial offer will be scored in terms of Formula 2, Option 2 of SANS 294: 2004, which reads as follows (refer to clause F.3.11.6.1):

$$Nfo = W1 \times Pm/P$$

Where:

Nfo = number of Bid evaluation points awarded for the financial offer;
W1 = 90 points for rand value over R 50 000 000-00;
Pm = the rand value of the lowest comparative offer;
P = the rand value of the Bid Offer under consideration.

b) Scoring Preferences

The Bidder is required to submit a BEE Verification Certificate in accordance with the Construction Sector Codes of Practice promulgated in Gazette 32305 on 5 June 2009 (see Returnable Schedule L). See also www.sanas.co.za for details of accredited Verification Agencies.

Up to 10 Bid evaluation points will be awarded to Bidders who submit responsive Bids and who are found to be eligible for the preference claimed. Points are based on a Bidder's scorecard measured in terms of the Broad-Based Black Economic Empowerment Act (B-BBEE, Act 53 of 2003) and the Regulations (2009) to the Preferential Procurement Policy Framework Act (PPPFA, Act 5 of 2000).

Points awarded will be according to a Bidder's B-BBEE status level of contributor and summarised in the table below:

Table F.2: Preference Points based on B-BBEE status level of contributor

Status Level of contributor	Scorecard	Preference Points based on scorecard (90/10 System)	Preference Points based on scorecard (80/20 System)
1	≥ 100 points	10	20
2	≥ 85 but < 100 points	9	18
3	≥ 75 but < 85 points	8	16
4	≥ 65 but < 75 points	5	12
5	≥ 55 but < 65 points	4	8
6	≥ 45 but < 55 points	3	6
7	≥ 40 but < 45 points	2	4

8	≥ 30 but < 40 points	1	2
Non-compliant Contributor	< 30 points	0	0

Eligibility for preference points is subject to the following conditions:

a) A Bidder's scorecard shall be based on the Construction Sector Codes of Practice promulgated in Government Gazette 32305 of 5 June 2009; and
b) The scorecard shall be submitted as a certificate attached to Returnable Schedule L;
c) The certificate shall have been issued by a registered verification agency accredited by the South African National Accreditation System (SANAS), as contemplated in the B-BBEE Framework for Accreditation and Verification by all Verification Agencies promulgated in Government Notice 810 of 31 July 2009; and
d) The date of issue of the certificate must be less than 12 (twelve) months prior to the advertised Bid closing date (see Bid Data F.2.15); and
e) Compliance with any other information requested to be attached to Returnable Schedule L.

Total Scores for Financial and Preference

The points scored for a Bidder in respect of Price must be added to the points scored for the B-BBEE preferences. Only the Bid with the highest number of points may be selected, except in those instances identified in the SCM Policy Framework of the Client.

F.3.12 Acceptance of Bid Offer

F.3.12.1 **Bid offers will only be accepted on condition that:**

(a) The Bid offer is signed by a person authorised to sign on behalf of the Bidder;

(b) A price is entered against each item in the schedule of quantities, whether the quantities are stated or not. An item against which no price is entered or where a word or phrase such as "indicated" or "provided elsewhere" is entered will deem the Bid invalid.

(b) A valid original Tax Clearance Certificate is included with his Bid;

(c) Bidder's declaration of compliance with the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2003, filled in and signed by the authorized person, is included with his Bid submission;

(d) A Bidder who submitted a Bid as a Joint Venture has included an acceptable Joint Venture Agreement with his Bid;

(e) The Bidder or a competent authorised representative of the Contractor who submitted the Bid has attended the compulsory clarification meeting or site inspection;

(f) The Contractor who submits the Bid has been registered with the Construction Industry Development Board in accordance with the Construction Industry Development Board Act No. 38 of 2000 and the Regulations 2003 promulgated in terms of the Act, or if the Contractor can submit proof or evidence that he will be able to register within 10 days of the closing date for submission of Bids.

(g) A Compulsory enterprise questionnaire, filled in and signed by the authorized person, is included with his Bid submission;

(h) The Bidder is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges

(i) The Bidder or any of its directors is not listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.

(j) The Bidder has not:
(i) Abused the Employer's Supply Chain Management System; or
(ii) Failed to perform on any previous contract and has been given a written notice to this effect.

F.3.13 **Copies of Contract**

The number of paper copies of the signed contract to be provided by the Employer is O

C2 PRICING DATA

C2.1 Pricing Instructions

1 GENERAL

1.1 The Standard for Uniformity in Construction Procurement published in terms of the Construction Industry Development Board (CIDB) Act, 2000 (Act no. 38 of 2000), the Standardized Construction Procurement Documents for Engineering and Construction Works as issued by the CIDB and any other relevant documentation pertaining thereto must be studied and all principles in this regard must be applied to all procurement documentation, practices and procedures.

1.2 The consultant(s)/project manager must acquaint themselves fully with all relevant matters pertaining to this section in order to enable prospective bidders to price for all eventualities.

2 Error! Reference source not found.

2.1 Priced items are deemed to include all costs, overheads and profit. The **principal agent** may instruct the **contractor** to adjust prices which are considered to be imbalanced or unreasonable and to eliminate errors or discrepancies. Such adjustments shall be effected to the approval of the **principal agent** and shall not change the **contract sum**.

2.2 It will be assumed that prices included in the Error! Reference source not found. are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards)

2.3 The Error! Reference source not found. is not intended for the ordering of materials. Any ordering of materials, based on the Error! Reference source not found., is at the Contractor's risk

3 VALUE ADDED TAX

3.1 The tender price must include for Value Added Tax (VAT). All rates, provisional sums, etc. in the Error! Reference source not found. must however be net (exclusive of VAT) with VAT calculated and added to the Total Value thereof in the Final Summary.

4 CONTRACT DOCUMENT

4.1 The agreement is based on the JBCC Principal Building Agreement, prepared by the Joint Building Contracts Committee, Edition 6.2, May 2018. The additions, deletions and alterations to the JBCC Principal Building Agreement as well as the contract specific variables are as stated in the Contract Data. Only the headings and clause numbers for which allowance must be made in the Error! Reference source not found. are recited.

4.2 Preliminary and general requirements are based on the JBCC Series 2000 Preliminaries, prepared by the Joint Building Contracts Committee, May 2018. The additions, deletions and alterations to the various parts of these JBCC Preliminaries as well as the contract specific variables are as stated in the Contract Data in the Scope of Work. Only the headings and clause numbers for which allowance must be made in the Error! Reference source not found. are recited

4.3 The Contract Data and the standard form of contract referenced therein must be studied for the full extent and meaning of each and every clause set out in Section 1 (Preliminary and General) of the Error! Reference source not found.. Where any item is not relevant to this specific contract, such item is marked N/A (signifying "not applicable")

5 DRAWINGS

5.1 The drawings listed in the Scope of Works, used for the setting up this work, are kept by the architect and can be viewed at any time during office hours up until the completion of the works

C2.2 BILLS OF QUANTITIES

CONSTRUCTION OF BIZANA MINI MARKET PHASE 3

1.0 PRELIMINARIES

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE R . c	AMOUNT R . c
	SECTION 1 **PRELIMINARY & GENERAL**				
1.1	**GENERAL**				
1.1.1	(a) Allowance for provision of Community Laison Officer at R6000 per month plus R500 airtime	Month	6		
1.1.2	(b) Civil Engineering student for in-service @ 6000 per month plus R 500 airtime	Month	6		
1.1.3.	(C) Remuneration of PSC members to attend official meetings, 6 members, R300,00 per seating	Month	6		
1.1.4	Structured Training				
	(a) Allow for accredited and non-accredited Training of EPWP	P/Sum	1	200,000	R200 000,00
	(b) Allow for supervision and training of SMME's	P/Sum	1	25,000	R25 000,00
1.1.6	(f) Contractor's handling costs in respect of sub item 13.2 (a,b & C) above	item	225,000	10%	R22 500,00
1.2	**OCCUPATIONAL HEALTH AND SAFETY COMPLIANCE**				
1.2.1	(a) Preparation of Contractor's site-specific Health and Safety Plan	Sum	1		
1.2.2	(b) Principal Contractor's initial obligations in respect of the OHS Act and Construction Regulations	Sum	1		
1.2.3	(c) Principal Contractor's time-related obligations in respect of the OHS Act and Construction Regulations	Month	6		
1.2.4	(d) Health and safety compliance officer	Sum	1		
1.2.5	(e) OHS monthly safety monthly audits	P/Sum	1	150,000	R150 000,00
1.2.6.	Contractor's handling cost item above. sub item 1.9	%	150,000	10%	R15 000,00
1.2.7	Additional survey as required by the Engineer	P/Sum	1	50,000	R50 000,00
1.2.8	Provision for As-Built Drawings	P/Sum	1	25,000	R25 000,00
1.3	**Geotechnical Investigation**	P/Sum	1	75,000	R75 000,00
	ENVIRONMENTAL COMPLIANCE				
1.3.1	(a) Environmental Management Plan	P/Sum	1	35,000	R35 000,00
1.3.2	(b) Environmental monthly audits	P/Sum	1	150,000	R150 000,00
1.3.3	© Contractor's handling cost item above.	%	335,000	10%	R33 500,00
TOTAL CARRIED TO SUMMARY					

CONSTRUCTION OF BIZANA MINI MARKET PHASE 3

2.0 CONTRACTOR'S GENERAL OBLIGATIONS

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE R . c	AMOUNT R . c
	SECTION 2 **CONTRACTOR'S GENERAL OBLIGATIONS**				
2.1	**ESTABLISHMENT OF FACILITIES ON THE SITE**				
2.1.1	(a) Fixed obligations	L/Sum	1		
2.1.2	(b) Value-related obligations	L/Sum	1		
2.1.3	(c) Time-related obligations	Month	6		
2.2	**REMOVAL OF SITE ESTABLISHMENT**				
2.2.1	Removal of site establishment	Sum	1	R 25 000,00	R25 000,00
	Handling costs and profit in respect of item above	%	25000.00	10%	R2 500,00
2.3	**FACILITIES FOR *EMPLOYER***				
2.3.1	c) Nameboards (1 No.)	Sum	1		
TOTAL CARRIED TO SUMMARY					

CONSTRUCTION OF BIZANA MINI MARKET PHASE 3					
3.0 ENGINEER'S FACILITIES					
ITEM NO	**DESCRIPTION**	**UNIT**	**QUANTITY**	**RATE R . C**	**AMOUNT R . C**
	SECTION 3				
	FACILITIES FOR THE ENGINEER				
3.1	**Site accommodation**				
3.1.1	Offices and conference room	P/SUM	1	30000.00	R30 000,00
3.1.2	Ablution unit (equipment as specified)	P/SUM	1	28000.00	R28 000,00
3.2	**Prime cost items**				
3.2.1	Cell phones costs, including pro-rate rentals, for calls made in connection with contract administration	P/Sum	10000	1.00	R10 000,00
3.3	Handling costs and profit in respect of item above	%	68000.00	10%	R6 800,00

TOTAL CARRIED TO SUMMARY					

CONSTRUCTION OF BIZANA MINI MARKET PHASE 3					
4.0 - DAYWORKS					
ITEM NO	**DESCRIPTION**	**UNIT**	**QUANTITY**	**RATE R . c**	**AMOUNT R . c**
4	**OTHER TIME-RELATED OBLIGATIONS**				
	DAYWORKS				
4.1	**LABOUR**				
4.1.1	a) Construction Manager	hr	40	R 110,00	R4 400,00
4.1.2	b) Site Supervisor	hr	40	R 95,00	R3 800,00
4.1.3	c) Assistant Site Supervisor	hr	40	R 85,00	R3 400,00
4.1.4	d) SHEQ Officer	hr	40	R 70,00	R2 800,00
4.1.5	i) Skilled labourer	hr	40	R 70,00	R2 800,00
4.1.6	j) Semi-Skilled labourer	hr	40	R 50,00	R2 000,00
4.1.7	k) Unskilled labourer	hr	40	R 35,00	R1 400,00
4.2	**PLANT**				
	(Tenderer to fill in Model particulars, type, size etc.)				
4.2.2	a) Bakkie Model:	hr	40	R 400,00	R16 000,00
4.2.3	b) MPV/Bus Model:	hr	40	R 400,00	R16 000,00
4.2.4	c) Crane truck Model:	hr	40	R 630,00	R25 200,00
4.2.5	d) Excavator (20 ton) Model:	hr	40	R 460,00	R18 400,00
4.2.6	e) Digger/Loader Model:	hr	40	R 460,00	R18 400,00
4.2.7	f) Roller (vib - self propelled) Model:	hr	40	R 440,00	R17 600,00
4.2.8	g) Wacker (machine driven) Model:	hr	40	R 330,00	R13 200,00
4.2.9	h) Plate Compactor (machine driven) Model:	hr	40	R 410,00	R16 400,00
4.2.10	i) Tip truck (10 m³) Model:	hr	40	R 480,00	R19 200,00
4.2.11	j) Water cart Model:	hr	40	R 450,00	R18 000,00
4.2.12	k) Concrete mixer Model:	hr	40	R 300,00	R12 000,00
4.3	**TEMPORARY WORKS**				
4.3.1	a .Dealing with Traffic	P/Sum	1	R 10 000,00	R10 000,00
	b. Protection of the Works and Surrounding Structures Until Construction in	P/Sum	1	R 15 000,00	R15 000,00

4.3.2	Vicinity is Complete				
	TOTAL CARRIED TO SUMMARY				

CONSTRUCTION OF BIZANA MINI MARKET PHASE 3					
5.0 ALTERATIONS					
ITEM NO	**DESCRIPTION**	**UNIT**	**QUANTITY**	**RATE R . c**	**AMOUNT R . c**
	SECTION NO.2 ALTERATIONS				
	REMOVAL OF EXISTING WORK				
	Taking out and removing doors, windows, etc				
	Timber single door and steel door frame from 240mm thick wall. Glazed steel window not exceeding 2.5m2				
5	**Taking out and removing sundry joinery work, fittings, etc**				
5.1	Timber wall cupboards				
5.1.1	**Taking down and removal of rainwater disposal, etc** Existing gutters Existing downpipes	no	11		
5.1.2	Existing fascia and barde boards	no	14		
5.2	**Taking down and removing metal roofs covering, floors, panelling ceilings, partitions, etc completely (new work elsewhere measured) including carting away**				
5.2.1	Roof sheeting including timber trusses, purlins etc	sum	1		
5.3	**Taking down and removing roofs, floors, panelling, ceilings, partitions, etc**				
5.3.1	Gypsum plasterboard ceilings, including cornices, timber brandering, etc	m	52		
5.3.2	**Hacking up/off and removing ceramic tiles including removing mortar bed or adhesive from concrete or brickwork and preparing surfaces for new screed, plaster, tile finish, etc**	m	6		
5.3.3	Floor tiles	m	62.4		
5.4	Wall tiles at the ablution facilities **Scraping off paint in bad conditions and prepare for new paint**				
	On external walls On internall walls				
5.4.1	**Taking out and removing sanitary fittings, t etc, including disconnecting from pipes, traps, etc and making good floor and wall finishes (making good tiling and paintwork elsewhere).**	m2	137.5		
5.5	Wash hand basin				
5.5.1	Floor mounted WC with cistern Uniral flatback and all accessories	m2	96.6		
	Preparatory works to existing surfaces				
5.6	Hacking surface of paint to internal walls Hacking of paint to external walls Hacking surface of existing floors to create key to receive new floor finish				
	MAKING GOOD OF FINISHES, ETC				
	Making good internal cement plaster				
5.6.1	Extra over for screed 20mm thick screed finsh to aprons and base for canopy structures	m2	83.32		
5.6.2	**Making good plaster on both sides and into reveals and with 90 mm concrete thresholds with steel trowelled finish (new doors and frames and making good paintwork)**	m2	13.52		
5.7	Opening for window openings				
5.7.1	**Making good plaster on both sides and into reveals and with 90 mm concrete thresholds with steel trowelled finish (new doors and frames and making good paintwork)**	m2	102.18		
5.7.2		m2	79.984		
5.8	Opening for single door size 813 x 2032mm high				
5.8.1		no	3		
5.8.2		no	2		
5.8.3		no	1		

5.9					
5.9.1		m2	224		
5.9.2		m2	137.00		
5.9.3		m2	102		
5.10					
5.10.1		m2	463		
5.10.2		m2	305		
5.11					
5.11.1		sum	1		
5.12					
5.12.1		no	13		
TOTAL CARRIED TO SUMMARY					

CONSTRUCTION OF BIZANA MINI MARKET PHASE 3					
6.0 EARTHWORKS					
ITEM NO	**DESCRIPTION**	**UNIT**	**QUANTITY**	**RATE R . c**	**AMOUNT R . c**
	SECTION 6				
	FOUNDATIONS				
6.1	**SITE CLEARANCE**				
6.1.1	Clear and grubb	m2	1341.20		
6.1.2	Removal of topsoil n/e 150mm	m2	1311.50		
6.2	**EXCAVATION, FILLING, ETC OTHER THAN BULK**				
	Excavation in earth not exceeding 2m deep				
6.2.1	Foudation trenches	m3	122.00		
6.3	**Extra over excavation other than bulk in earth for excavation in:**				
6.3.1	Intermediate material	m3	392.00		
	Extra over all excavations for carting away				
6.3.2	Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor	m3	100.59		
6.4	**Keeping excavations free of water**				
6.4.1	Keeping excavations free of all water	item	1.00		
6.5.	**Risk of collapse of excavations**				
6.5.1	Sides of trench and hole excavations exceeding 1,5m deep	item	1.00		
6.6	**Earth filling obtained from the excavations and/or prescribed stock piles on site compacted to 95% Mod AASHTO density**				
6.6.1	Backfilling to trenches, holes, etc	m3	91.50		
6.6.2	Extra over for blinding	m2	1311.50		
6.7	**Rip and recompact material in layers of 150mm to 100% Mod AASHTO d ensity**				
6.7.1	Insitu material for paving	m3	195.00		
6.7.2	Approved G7 filling , supplied by the Contractor, deposited in layers not exceeding 150mm thick, watered and compacted to 98% modified AASHTO density under floors, paving, etc.	m3	66.00		
6.7.3	Approved G5 filling , supplied by the Contractor, deposited in layers not exceeding 150mm thick, watered and compacted to 98% modified AASHTO density under floors, paving, etc.	m3	431.00		
6.7.4	Approved G2 filling , supplied by the Contractor, deposited in layers not exceeding 150mm thick, watered and compacted to 98% modified AASHTO density under floors, paving, etc.	m3	196.00		
6.8	**Earth filling supplied by the contractor to be G7 material compacted in l ayers of 150mm to 100% Mod AASHTO density**				
6.8.1	Approved G7 filling , supplied by the Contractor, deposited in layers not exceeding 150mm thick, watered and compacted to 98% modified AASHTO density under floors, paving, etc.	m3	91.50		

6.9	**Compaction of surfaces**				
6.9.1	Compaction of ground surface under floors etc including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 98% Mod AASHTO density	m2	1311.00		
	SOIL POISONING				
6.1	**Soil insecticide**				
6.10.1	Under floors etc including forming and poisoning shallow furrows against foundation walls etc, filling in furrows and ramming	m2	1311.00		
TOTAL CARRIED TO SUMMARY					

CONSTRUCTION OF BIZANA MINI MARKET PHASE 3					
7.0 CONCRETE, FORMWORKAND REINFORCEMENT					
ITEM NO	**DESCRIPTION**	**UNIT**	**QUANTITY**	**RATE R . c**	**AMOUNT R . c**
	SECTION NO.7				
7	**CONCRETE, FORMWORKAND REINFORCEMENT**				
	REINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES				
	25MPa/20mm concrete				
7.1	Foundations	m3	22.68		
7.2	**REINFORCED CONCRETE** **25MPa/20mm concrete**				
7.2.1	Slab for shelters and stall	m3	61.65		
	25MPa/20mm concrete				
7.2.2	Septic tanks base	m3	58.8		
7.2.3	Septic tanks walls	m3	51.8		
	V drains	m3	5.55		
7.3	**CONCRETE SUNDRIES**				
	Finishing top surfaces of concrete smooth with a site				
	el trowel				
7.3.1	Surface beds, slabs, etc	m2	591.0		
	PRECAST ITEMS				
7.3.2	Supply and install 2000mm x 1200mm x 750mm precast concrete vendor tables/stands	no	16		
7.4	**SMOOTH FORMWORK (DEGREE OF ACCURACY 1)** **Smooth formwork to sides**				
7.4.1	Slabs	m2	226.5		
7.4.2	Allow for septic tanks walls formwork exceeding 3.5m not exceeding 4m	m2	448		
	MOVEMENT JOINTS ETC				
	Provision for expansion joints	sum	1		
7.5	**REINFORCEMENT**				
	High tensile steel reinforcement to structural concrete work in slides				
7.5.1	Various Diameter bars bases, foundations etc	t	1		
7.5.2	Various Diameter bar (top slabs)	t	1		
7.5.3	Ref mesh 193 for v drains	m2	37.5		
TOTAL CARRIED TO SUMMARY					

CONSTRUCTION OF BIZANA MINI MARKET PHASE 3					
8.0 MASONRY					
ITEM NO	**DESCRIPTION**	**UNIT**	**QUANTITY**	**RATE R . c**	**AMOUNT R . c**
	SECTION 8				
	MASONRY				
8.1	**SUB STRUCTURE**				
	Brickwork of concrete bricks (14MPa nominal				
	compressive strength class II mortar)				
8.1.1	One Brick walls for substructure	m2	189		
8.1.2	One Brick walls for septic tanks (provional)	m2	207.2		RATE ONLY
8.1.3	Extra over for roller work on flower pots	sum	1		
	Brickwork reinforcement				
8.1.4	150mm Wide reinforcement built in horizontally	m	480		
	Galvanised hoop iron cramps, ties, etc				
8.1.5	32mm x 160mm hoop irons	m	48		
	Air bricks etc				
8.1.6	229 x 76mm Clay vermin proof air brick on offices	no	15		
8.2	**SUNDRIES**				
8.2.1	180mm Wide turning piece to lintels etc not exceeding 1.5m	no	13		
8.3	**BLOCKWORK IN SUPERSTRUCTURE**				
8.3.1	Blockwork of M6 Blocks or similar approved concrete blocks (Grade A or Grade B load bearing blocks with a density not less than 1500 kg/mm3 but not less than 1000 kg/mm3 and with a minimum average comprehensive strength between 3.5 and 5.0 N/mm2) respectively at 28 days:	m2	45.6		
TOTAL CARRIED TO SUMMARY					

CONSTRUCTION OF BIZANA MINI MARKET PHASE 3					
9.0 WATERPROOFING					
ITEM NO	**DESCRIPTION**	**UNIT**	**QUANTITY**	**RATE R . c**	**AMOUNT R . c**
	SECTION 9				
	WATERPROOFING				
	Tenderers are referred to the relevant clauses in the Model Preambles for Trades (Latest Edition) as published by the Association of South African Quantity Surveyors and to the Supplementary Preambles which are incorporated in these Bills of Quantities before pricing this schedule.				
	Trade names				
	Wherever trade names are specified in clauses, headings or item descriptions in this bill, the words 'or equal and approved' are deemed to be included in the relevant clause, heading or item description				
	Samples				
	Contractor to allow in the rates for the provision of samples where so required by the Principal Agent				
	DAMPPROOFING OF WALLS AND FLOORS				
	One layer of 375 micron "Consol Plastics Brikgrip DPC" embossed damp proof course				
9.1	Floor for shelters	m2	245		
	For stalls and septic tank	m2	113		
	Two coats "Brixeal" bitumen emulsion waterproof coating				
9.2	On bagged brick walls	m2	50		
	WATERPROOFING TO ROOFS, ETC				
	4mm "Derbigum SP" fully bonded waterproofing				
9.3	On roof not exceeding 25 degrees from the horizontal	m2	140		
9.4	30 x 30mm Triangular fillet	m	29.6		
	"Duraflex"or equally approved cementitious flexible waterproofing slurry including saturation membrane with 75mm side and 100mm end laps applied in accordance with manufacturer's specifications.				
9.5	Septic tanks	m2	207.2		
	JOINT SEALANTS ETC				
	Two-part grey polysulphide sealing compound including backing cord, bond breaker, primer, etc				
9.6	10 x 10mm In saw cut joints in floors	m	40		
	Clear silicone sealant				
9.7	In waterproofing joints between fittings and walls (Provisional)	m	48		
9.8	In joint sealing and pointing between external aluminium window frames and facebrick surround(Provisional)	m	47.4		
TOTAL CARRIED TO SUMMARY					

CONSTRUCTION OF BIZANA MINI MARKET PHASE 3					
10.0 ELECTRICAL					
ITEM NO	**DESCRIPTION**	**UNIT**	**QUANTITY**	**RATE R . c**	**AMOUNT R . c**
	SECTION 10 **ELECTRICAL INSTALLATION (PROVISIONAL)**				
10.1	Provide a sum of R 150,000.00 (One Hundred and Fifty Thousand Rand) for the Electrical installation - Existing offices	P/Sum	1	R150 000,00	R150 000,00
	Add for profit upon above, if required.	%	0.1	R150 000,00	R 15 000,00
	Add for profit upon above, if required.	%	0.1	R150 000,00	R 15 000,00
10.2	Provide a sum of R 200, 000.00 (Two Hundred and Fifty Six Thousand Six Hundred Rand) for Supply, install and commission complete LED street lights including electrical engineer design and certification	p/sum	1	R200 000,00	R 200 000,00
	Add for profit upon above, if required.	%	0.1	R200 000,00	R 20 000,00
	Add for profit upon above, if required.	%	0.1	R200 000,00	R 20 000,00
TOTAL CARRIED TO SUMMARY					

CONSTRUCTION OF BIZANA MINI MARKET PHASE 3					
11.0 ROOF COVERINGS					
ITEM NO	**DESCRIPTION**	**UNIT**	**QUANTITY**	**RATE R . c**	**AMOUNT R . c**
11,1	**SECTION 11**	m2	156		
11,2	**ROOF COVERINGS, ETC** Tenderers are referred to the relevant clauses in the Model Preambles for Trades (Latest Edition) as published by the Association of South African Quantity Surveyors and to the Supplementary Preambles which are incorporated in these Bills of Quantities before pricing this schedule **Trade names** Wherever trade names are specified in clauses, headings or item descriptions in this bill, the words 'or equal and approved' are deemed to be included in the relevant clause, heading or item description **Samples** Contractor to allow in the rates for the provision of samples where so required by the Principal Agent **PROFILED METAL SHEETING AND ACCESSORIES** Where roof coverings are fixed on top of rigid board insulation to purlins etc, descriptions of roof coverings shall include therefor ,Note that sheeting is also available in corten steel, stainless steel, copper and aluminium **0,53mm Zincalume roof sheeting steel resin coated, AZ 150 minimum (150g/m2) coating mass, grade 550 (min imum yield strength of 550 Mpa) and accessories fixed to timber purlins :** Roof coverings with pitches not exceeding 25 degrees **ROOF AND WALL INSULATION** **'SISALATION FR 405' underlay over trusses and under purlins on training tape - to be Class B/B1/2/H&V. in accordance with SANS 10400 Part T** 50mm approved High Density Polystyrene Insulation beveled insulation boards laid horizontally over on engineered trusses and secured with screws through purlins.	m2	156		
TOTAL CARRIED TO SUMMARY					

CONSTRUCTION OF BIZANA MINI MARKET PHASE 3					
12.0 CARPENTRY AND JOINERY					
ITEM NO	**DESCRIPTION**	**UNIT**	**QUANTITY**	**RATE R . c**	**AMOUNT R . c**
	SECTION 12 **CARPENTRY AND JOINERY** Tenderers are referred to the relevant clauses in the Model Preambles for Trades (Latest Edition) as published by the Association of South African Quantity Surveyors and to the Supplementary Preambles which are incorporated in these Bills of Quantities beforepricing this schedule. **Trade names** Wherever trade names are specified in clauses, headings or item descriptions in this bill, the words 'or equal and approved' are deemed to be included in the relevant clause, heading or item description **Samples** Contractor to allow in the rates for the provision of samples where so required by the Principal Agent **SUPPLEMENTARY PREAMBLES** **Particle board:** Particle board shall comply with the following specifications: SABS EN 317 Parts 1 to 7 for exterior, interior and flooring type particleboard **Joinery:** Descriptions of frames shall be deemed to include frames, transomes, mullions, rails, etc. Descriptions of hardwood joinery shall be deemed to include pelleting of bolt holes **Fixing** Items described as "nailed" shall be deemed to be fixed with hardened steel nails or shot pins to brickwork or concrete **Decorative laminate finish:** Laminate finish shall be glued under pressure. Edge strips shall be butt jointed at junctions with adjacent similar finish Decorative laminates are to comply with SABS 1S0 4586 and SABS 1405 **ROOFS ETC** **Plate** **nailed timber roof truss construction** \Note : Timber roof trusses are to comply with SABS Code of Practice 0243. Patent manufactured trusses by GANGNAIL or other equal approved truss design. The design, manufacture and erection of timber trusses to be done in accordance with the Engineer's instructions and TR 1 & TR 2 certificate must be provided on completion The following is applicable in respect of roof trusses: Trusses are at maximum 1200mm centres. Roof covering is galvanized roof sheeting on timber purlins. Ceilings are 6.4mm Rhinoboard ceiling on 38 x 50mm brandering. The dimensions in the descriptions of the trusses are nominal and actual measurements are to be obtained from the architect **ROOFS, ETC** Construct a mono-pitch roof with a single slope from one side to the opposite, covering a plan area of 4.6 m × 25 m (115 m²), overall height 2,600 mm, including supply and installation of all structural members, purlins, battens, bracing, fixings, and temporary supports; All labor, equipment, and transport necessary for installation; Compliance with manufacturer's specifications and relevant SANS structural standards.				
12.1	38 x 114 mm Wall plates	0	473		
	Sawn softwood grade 4				
12.2	50 x 75mm Purlins	m	312		
	Wrought softwood grade 4				
12.3	76 x 76mm Splayed purlins	m	264		
	EAVES, VERGES, ETC **Medium density plain fibre-cement fascias and barge boards**				

12.4	12 X 225 mm Fascias boards	m	60		
TOTAL CARRIED TO SUMMARY					

CONSTRUCTION OF BIZANA MINI MARKET PHASE 3					
13.0 - CEILINGS, PARTITIONSAND ACCESS					
ITEM NO	**DESCRIPTION**	**UNIT**	**QUANTITY**	**RATE R . c**	**AMOUNT R . c**
	SECTION 13				
	CEILINGS, PARTITIONSAND ACCESS FLOORING				
	Tenderers are referred to the relevant clauses in the Model Preambles for Trades (Latest Edition) as published by the Association of South African Quantity Surveyors and to the Supplementary Preambles which are incorporated in these Bills of Quantities before pricing this schedule.				
	Trade names				
	Wherever trade names are specified in clauses, headings or item descriptions in this bill, the words 'or equal and approved' are deemed to be included in the relevant clause, heading or item description				
	Samples				
	Contractor to allow in the rates for the provision of samples where so required by the Principal Agent				
	SUPPLEMENTARY PREAMBLES				
	Tenderers are referred to the relevant clauses in the Model Preambles for Trades (Latest Edition) as published by the Association of South African Quantity Surveyors and to the Supplementary Preambles whichare incorporated in these Bills of Quantities before pricing this schedule.				
	Descriptions				
	Items described as "nailed" shall be deemed to be fixed with hardened steel nails or pins or shot pinned to brickwork or concrete Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 600mm centres, and where described as "bolted", the bolts are measured elsewhere				
	Proprietary suspended ceilings				
	Electric light fittings, diffusers, panels, etc generally are "lay in" units of the same dimensions as the suspension grid described and allowance shall be made accordingly for their support, inclusive of any flexibility in setting out that may be required (ceiling panels have not been deducted and pricing shall take cognisance thereof)				
	"Rhino-Drywall" partition systems"				
	"Rhino-Drywall" partitions shall comprise 63,5mm top and bottom galvanised steel tracks with 63,5mm galvanised steel vertical studs at maximum 600mm centres, friction fitted or pop-riveted to the top and bottom tracks with similar additional verticalstuds as necessary at abutments, ends, etc and covered as described with wallboard screwed to studding with "Drywall" screws at maximum 220mm centres. Boards shall be butt jointed and finished with "Rhino" tape and "Readymix D" jointing compound allin accordance with the manufacturer's instructions, complete with flat section aluminium skirtings. Intersections and abutments are measured separately and descriptions shall be deemed to include any additional studs, corner				
	CEILINGS, ETC **Particle board**:				
	Particle board shall comply with the following specifications: SABS EN 317 Parts 1 to 7 for exterior, interior and flooring type particleboard				
	"Aerolite" insulation				
	50mm Insulation closely fitted and laid on top of brandering between	m2	110.88		
13.1	roof timbers, etc				
	NAILED UP CEILINGS **4 mm "Everite Cladit" high density plain Pressed**	0			
13.2	**Nutec-cement boards or equally approved with 32 x 10mm wrought softwood cover strip over joints** Ceilings including 38 x 50 mm sawn softwood	m2	110.88		
13.3	brandering at 400mm centres in one direction only				
13.4	Extra over ceiling for opening for 650 x 650mm trap door complete with trimmers, frame, cross branders, ceiling board, hinges, etc as described (Provisional)	no	8		
	Rhino" gypsum plasterboard cornices				
13.5	70 x 75 mm Coved cornices	m	92		

TOTAL CARRIED TO SUMMARY	

CONSTRUCTION OF BIZANA MINI MARKET PHASE 3					
14.0 - STRUCTURAL STEELWORK					
ITEM NO	**DESCRIPTION**	**UNIT**	**QUANTITY**	**RATE R . c**	**AMOUNT R . c**
	SECTION 14				
	STRUCTURAL STEELWORK				
14.1.0	**PRELIMINARY AND GENERAL**				
14.1.1	Preparation of shop / fabrication drawings based on engineer's drawings including detailing of connections, base plates and bracing	p/sum	1	R 22 000,00	R 22 000,00
14.1.3	Allow for site establishment, setting out, temporary facilities, supervision, health and safety requirements in accordance with the JBCC Principal Building Agreement	p/ssum	1	R 37 000,00	R 37 000,00
14.1.5	Setting out, verification of dimensions and coordination with structural drawings	p/sum	1	R 6 700,00	R 6 700,00
14.1.7	Transport of fabricated steel to site including loading and offloading	p/sum	1	R 32 000,00	R 32 000,00
14.1.9	Handling, storage and protection of steel members before installation	p/sum	1	R 17 000,00	R 17 000,00
14.2.0	**STRUCTURAL STEEL CANOPY STRUCTURES (OFFICES)**				
14..2.1	Supply, fabricate, deliver and erect structural steel roof canopy structures comprising steel columns, rafters, beams, purlins, bracing members, gusset plates, cleats and all welded and bolted connections in accordance with engineer's drawings	item	1		
14..2.3	Hot-dip galvanising of structural steel members in accordance with SANS 121 / ISO 1461	item	1		
14..2.5	Surface preparation and painting to galvanised steel including etch primer and two finishing coats industrial paint	item	1		
14..2.7	Supply and fix 0.47mm IBR / corrugated roof sheeting including flashings, screws, washers and accessories	m2	80		
14..2.9	Supply and install steel base plates with anchor bolts, washers, nuts and non-shrink grout, fixed to concrete foundations	item	1		
14.3.0	**STRUCTURAL STEEL CANOPY STRUCTURES (MAIN STRUTURE AND STALL)**				
	SUPPLY OF STRUCTURAL STEEL				
14.3.1	Supply structural steel sections including columns, rafters, beams, bracing members and purlins complete	t	5.2		
14.3.3	Supply mild steel base plates 20mm thick	kg	220		
14.3.5	Supply gusset plates, cleat plates and stiffener plates	kg	150		
14.3.6	Supply M20 anchor bolts including nuts and washers	no	40		
14.4.0	**FABRICATION OF STRUCTURAL STEEL**				
14.4.1	Cutting structural steel members to required lengths	t	5.2		
14.4.3	Drilling and punching holes for bolted connections	no	120		
14.4.5	Welding of steel members including fillet welds and joint welds	t	5.2		
14.4.7	Grinding and finishing of welded joints	t	5.2		
14.4.9	Fabrication of roof frames and bracing assemblies in workshop	t	5.2		
14.5.0	**BASE PLATES AND CONNECTIONS**				
14.5.1	Fabricate base plates including cutting and drilling holes	no	20		
14.5.3	Fabricate gusset plates for bracing members	no	12		
14.5.4	Fabricate connection plates for purlins and beams	no	10		
14.6.0	**SURFACE PREPARATION AND PAINTING**				
14.6.1	Cleaning and preparation of steel surfaces before painting	m2	120		
14.6.2	Apply one coat red oxide primer	m2	120		
14.6.3	Apply two coats enamel protective paint	m2	120		
14.7.0	**DELIVERY AND ERECTION**				
14.7.1	Delivery of fabricated steel members to site	t	5.2		

14.7.2	Erection of steel frame including columns, rafters and bracing	t	5.2		
14.7.3	Alignment and bolting of structural connections	sum	1		
14.7.4	Temporary supports and lifting equipment during erection	sum	1		
14.7.5	Supply and fix 0.47mm IBR / corrugated roof sheeting including flashings, screws, washers and accessories	m2	250		
14.8.0	**COMPLETION WORKS**				
14.8.1	Final inspection and tightening of bolts	sum	1		
14.8.2	Touch-up painting after erection	sum	1		
14.9.0	**Mini Market Signage Tower**				
14.9.1	Provison for Mini Market Signage Tower and Stall Structure based on the drawing you provided.	p/sum	1	R 55 000,00	R 55 000,00
14.9.2	Handling costs and profit in respect of item above	%	55000.00	10%	R5 500,00
TOTAL CARRIED TO SUMMARY					

CONSTRUCTION OF BIZANA MINI MARKET PHASE 3					
15.0 - METALWORK					
ITEM NO	**DESCRIPTION**	**UNIT**	**QUANTITY**	**RATE R . C**	**AMOUNT R . C**
	SECTION 15 **METALWORK** Tenderers are referred to the relevant clauses in the Model Preambles for Trades (Latest Edition) as published by the Association of South African Quantity Surveyors and to the Supplementary Preambles which are incorporated in these Bills of Quantities before pricing this schedule. **Trade names** Wherever trade names are specified in clauses, headings or item descriptions in this bill, the words 'or equal and approved' are deemed to be included in the relevant clause, heading or item description **Samples** Contractor to allow in the rates for the provision of samples where so required by the Principal Agent **SUPPLEMENTARY PREAMBLES** Descriptions Descriptions of bolts shall be deemed to include nuts and washers Descriptions of expansion anchors and bolts and chemical anchors and bolts shall be deemed to include nuts, washers and mortices in brickwork or concrete Metalwork described as "holed for bolt(s)" shall be deemed to exclude the bolts unless otherwise described **ALLUMINIUM DOORS** **Powder-coated aluminium single hinged door with frame, glazed with 6.38 mm laminated safety glass including hinges, lockset, handles and all ironmongery**				
15.1	Single door size: 813 x 2032mm high	No.	15		
	ALUMINIUM WINDOWS AND DOORS ETC **Powder-coated aluminium top-hung window with frame, glazed with 4 mm clear glass including friction stays, handles and ironmongery**				
15.2	Window overall size 600 x 600mm	No.	2		
15.3	Window overall size 1000 x 1050mm	No.	4		
15.4	Window overall size 1000 x 1500mm	No.	8		
15,5	**SUNDRIES**	no no	8		
15,6	38mm Diameter rubber door stop Door Holder		8		
15.7	**Provisional sums** Provide a sum of R 92, 600.00 (Ninety Two Thousand Six Hundred Rand) for Supply, install of alluminium burglar guards for office doors.	p/sum	1	R92 600,00	R 92 600,00
15.8	Provide a sum of R 87, 600.00 (Eight Seven Thousand Six Hundred Rand) for Supply, install of roller shutter doors in ablution blocks.	p/sum	1	R87 600,00	R 87 600,00
15.9	Handling costs and profit in respect of item above	%	180200.00	10%	R18 020,00
TOTAL CARRIED TO SUMMARY					

CONSTRUCTION OF BIZANA MINI MARKET PHASE 3

16.0 - PLUMBING AND DRAINAGE

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE R . c	AMOUNT R . c
	SECTION 16				
	PLUMBING AND DRAINAGE				
	(PROVISIONAL) The tenderer is referred to the relevant Clauses in the Standard Preambles to All Trades and to the Supplementary Preambles which are incorporated at the front of these Bills of Quantities				
	Trade names Wherever trade names are specified in clauses, headings or item descriptions in this bill, the words 'or equal and approved' are deemed to be included in the relevant clause, heading or item description				
	Samples Contractor to allow in the rates for the provision of samples where so required by the Principal Agent				
	RAINWATER DISPOSAL				
	Aluminium gutters and rainwater down pipes				
16,1	Seamless Chromodeck 150 x 150mm box type gutter with brackets	m	60		
16,2	100mm diameter Seamless Chromodeck rainwater downpipe	m	20		
16,3	Extra over eaves gutter for stopped end	No	4		
16,4	Extra over rainwater pipe for eaves offset 750mm	no	4		
16,5	Extra over for down pipes	m	15		
16.6	6 Extra over rainwater pipe for shoe	no	4		
	Stainless steel sanitary fittings				
16.7	Franke Trendline SEB Grade 304 18/10 stainless steel single left hand end bowl drop-on sink, size 1050 x535mm	no	1		
	Vaal				
16.8	510 x 405mm "Hibiscus" (code 7050) white vitreous china rounded lavatory basin with one taphole supported on and incl. two bolts (code 84467Z0)	no	2		
16.9	White vitreous china "Daisy" semi-close coupled 90 degree outlet open rim washdown pan (code 7514000) and matching "Hibiscus" vandal proof 6 litre cistern (code 710511) complete with front flush push button,	no	2		
16.10	Toilet holder dispenser colour white (code SA 405606)	no	2		
16.11	Ceramic urinals including all necessary fittings	sum	1		
	TAPS, VALVES, ETC.				
16.12	15mm Cobra Gala GA-670 or similar approved single lever over arm swivel outlet mixer fixed to sink	no	3		
16.13	40mm Flexi butyl rubber trap with reseal "P" trap 40x50mm Deep seal combination "P" or S trap	no	5		
	TESTING				
16.14	Testing water pipe system Item	P/Sum	1	10000	R 10 000,00
16.15	Handling costs and profit in respect of item above	%	10000.00	10%	R1 000,00
	TOTAL CARRIED TO SUMMARY				

CONSTRUCTION OF BIZANA MINI MARKET PHASE 3					
17.0 - TILING					
ITEM NO	**DESCRIPTION**	**UNIT**	**QUANTITY**	**RATE R . c**	**AMOUNT R . c**
	SECTION 17 TILING Tenderers are referred to the relevant clauses in the Model Preambles for Trades (Latest Edition) as published by the Association of South African Quantity Surveyors and to the Supplementary Preambles which are incorporated in these Bills of Quantities before pricing this schedule. **Trade names** Wherever trade names are specified in clauses, headings or item descriptions in this bill, the words 'or equal and approved' are deemed to be included in the relevant clause, heading or item description **Samples** Contractor to allow in the rates for the provision of samples where so required by the Principal Agent **SUPPLEMENTARY PREAMBLES** Descriptions Unless described as "fixed with adhesive to plaster (plaster elsewhere)" descriptions of tiling on brick or concrete walls, columns, etc shall be deemed to include 1:4 cement plaster backing and descriptions of tiling on concrete floors etc shall be deemed to include 1:3 plaster bedding **WALL TILING** **152 x 152 x 5mm White glazed ceramic tiles** On walls **FLOOR TILES** 600mm x 600mm ceramic floor ties Skirting				
17,1		m2	15		
17,2		m2	95		
17,3		m2	80		
TOTAL CARRIED TO SUMMARY					**R -**

CONSTRUCTION OF BIZANA MINI MARKET PHASE 3

18.0 - PAINTWORK

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE R . c	AMOUNT R . c
	SECTION 18				
	PAINTWORK				
	Tenderers are referred to the relevant clauses in the Model Preambles for Trades (Latest Edition) as published by the Association of South African Quantity Surveyors and to the Supplementary Preambles which are incorporated in these Bills of Quantities before pricing this schedule.				
	Trade names				
	Wherever trade names are specified in clauses, headings or item descriptions in this bill, the words 'or equal and approved' are deemed to be included in the relevant clause, heading or item description				
	Samples				
	Contractor to allow in the rates for the provision of samples where so required by the Principal Agent				
	SUPPLEMENTARY PREAMBLES				
	Descriptions of paintwork shall be deemed to include for all cutting in				
	PAINTWORK, ETC TO NEW WORK ON ON FLOATED PLASTER				
	One coat plaster primer, one coat alkaline resistant primer, one universal undercoat and one coat 'Plascon Cashmere Serene Paint (CAS7)				
18.1	1 On internal walls	m2	231		
	One coat plaster primer and two coats 'Dulux Weatherguard' paint in colours which have a value of 7 or less on the Munsell system in accordance with SABS 109 1				
18.2	On external walls	m2	148		
	ON PLASTER BOARD				
	One coat primer and two coats 'Plascon Polvin' paint in colours which have a value of 7 or less on the Munsell system in accordance with SABS 1091				
18.3	On ceilings	m2	85		
	ON METAL SURFACES				
	One coat alkyd based zinc phosphate primer and two coats premium quality polyurethane enamel paint, on steel				
18.4	On windows burglar guard	no	13		
18.5	On doors burglar guards	no	12		
TOTAL CARRIED TO SUMMARY					

CONSTRUCTION OF BIZANA MINI MARKET PHASE 3					
19.0 - PAVING					
ITEM NO	**DESCRIPTION**	**UNIT**	**QUANTITY**	**RATE R . c**	**AMOUNT R . c**
	SECTION 19 **SEGMENTED PAVING** The tenderer is referred to the relevant Clauses in the Standard Preambles to All Trades and to the Supplementary Preambles which are incorporated at the front of these Bills of Quantities **Trade names** headings or item descriptions in this bill, the words 'or equal and approved' are deemed to be included in the relevant clause, heading or item description **Samples** Contractor to allow in the rates for the provision of samples where so required by the Principal Agent **SEGMENTED PAVING** **Provision of edge restraints:**				
19.1	a)For straight edging (100x100mm)	m	350		
19.2	b)For curved edging (100x100mm)	m	50		
17.3	**Construction of paving complete:**				
	a)Type S-A blocks:				
19.3.1	a.Corrobrik burgandy mordular (50mm thick)	m2	857.8		
19.3.2	b.De hoop mordular (50mm thick)	m2	126		
19.3.3	c.Extra over for concrete interlocking paving at the parkings	m2	440		
19.3.4	Provision for sand blinding for paving	m2	1423.8		
19.3.5	Provision for stabilizing agent on base for paving	t	12		
19.3.6	Fig 6 kerb	m	110		
19.3.7	Provision for paint works on parking bays	sum	1		
19.4	**LANDSCAPING / TREE PLANTING**				
19.4.1	Supply, deliver and plant 10 No. Peltophorum africanum trees, minimum 2.5–3.0 m high, including excavation of planting pits, removal of surplus material, imported topsoil, compost, fertilizer, staking with treated timber stakes, watering and maintenance during the defects liability period, complete.	P/Sum	9	9500	R 85 500,00
19.4.2	Provisonal amount for additional garden furniture as per request of the Engineer and Architect	P/Sum	1	35000	R 35 000,00
	Handling costs and profit in respect of item above	%	120500.00	10%	R12 050,00
TOTAL CARRIED TO SUMMARY					

CONSTRUCTION OF BIZANA MINI MARKET PHASE 3					
20.0 - FIRE PROTECTION					
ITEM NO	**DESCRIPTION**	**UNIT**	**QUANTITY**	**RATE R . c**	**AMOUNT R . c**
20.01 20.02	**<u>SECTION 20</u>** **<u>FIRE EQUIPMENT</u>** Provisonal amount for Design, supply and installation of fire protection by an approved specialist Handling costs and profit in respect of item above	P/Sum %	1 250000,00	250000 10%	R 250 000,00 R25 000,00
TOTAL CARRIED TO SUMMARY					

CONSTRUCTION OF BIZANA MINI MARKET PHASE 3					
21.0 - TESTING MATERIALS AND WORKMANSHIP					
ITEM NO	**DESCRIPTION**	**UNIT**	**QUANTITY**	**RATE R . c**	**AMOUNT R . c**
21 21.1 21.2	**TESTING MATERIALS AND WORKMANSHIP** Other special tests requested by the engineer (a) Cost of testing (b) Handling costs and profit in respect of item above	P/SUM %	1,00 100000,00	100000 10%	R100 000,00 R10 000,00
TOTAL CARRIED TO SUMMARY					

SUMMARY		
SECTIONS	**DESCRIPTION**	**AMOUNT**
1	PRELIMINARY AND GENERAL	R -
2	CONTRACTOR'S GENERAL OBLIGATIONS	R -
3	ENGINEER'S FACILITIES	R -
4	DAYWORKS	R -
5	ALTERATIONS	R -
6	EARTHWORKS	R -
7	CONCRETE	R -
8	MASONRY	R -
9	WATERPROOFING	R -
10	ELECTRICAL	R -
11	ROOF COVERING	R -
12	CAPERNTRY AND JOINERY	R -
13	CEILING	R -
14	STEELWORK	R -
15	METAL WORKS	R -
16	PLUMBING	R -
17	TILING	R -
18	PAINTWORK	R -
19	PAVING	R -
20	FIRE PROTECTION	R -
21	TESTING MATERIALS AND WORKMANSHIP	R -
SUB TOTAL A		R -
CONTINGENCIES		R -
SUB TOTAL B		R -
VAT 15%		R -
TOTAL TO FORM OF OFFER		R -

C3 SCOPE OF WORK

C3.1 Description of the Works

CONTENTS

1. EMPLOYER'S OBJECTIVES
2. OVERVIEW OF THE WORKS
3. EXTENT OF THE WORKS
4. LOCATION OF THE WORKS

1. EMPLOYER'S OBJECTIVES

CONSTRUCTION OF BIZANA MINI-MARKET (PHASE 3)

2. OVERVIEW OF THE WORKS

The Works are for the **CONSTRUCTION OF BIZANA MINI-MARKET (PHASE 3)**

3. EXTENT OF THE WORKS

Renovations to lower ground floor office
New Ablutions

4. LOCATION OF THE WORKS

See attached locality map

C3.2 Construction

CONTENTS

1. APPLICABLE STANDARDISED SPECIFICATIONS
2. WAYLEAVES, PERMISSIONS AND PERMITS

1. APPLICABLE STANDARDISED SPECIFICATIONS

The "Model Preambles for Trades (2008 Edition)" recommended and published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in the Schedules of Rates and Bills of Quantities, with amendments as follows:

References to "Architect" in the Model Preambles are to be read as "Principal Agent".

Tenderers who are not familiar with the aforesaid "Model Preambles for Trades" are advised to obtain a copy thereof from The Association of South African Quantity Surveyors, P.O. Box 3527, Halfway House, 1685 - telephone (011) 315-4140, before a Tender is submitted.

2. WAYLEAVES, PERMISSIONS AND PERMITS

The Contractor shall be responsible for obtaining all of the necessary wayleaves, permissions or permits applicable to working near any existing services or other infrastructure on Site, and shall ensure that any wayleaves, permissions or permits obtained by the Employer's Agent prior to the award of the contract are transferred into the Contractor's name.

The Contractor shall abide by any conditions imposed by such wayleaves, permissions or permits.

The Contractor shall ensure that all wayleaves, permissions and permits are kept on site and are available for inspection by the relevant service authorities on demand.

The Contractor shall also ensure that any wayleaves in respect of electricity services are renewed timeously every three months.

C4 SITE INFORMATION

C4 Site Information

C4.1: CONDITIONS ON SITE

1 Nature of Ground

The nature of the ground varies from sandy material to hard rock, concrete or tarmac. The Bidder shall indemnify the Municipality against the cost of repairing any underground services damaged by the Bidder or his agents, while carrying out such excavations.

2 Spoil Material

No indiscriminate spoiling of material will be allowed. All unsuitable or surplus material shall be spoiled off site to a spoil site/municipal dump, chosen by the Contractor.

3 Finishing – off the Site

The site shall be finished-off in accordance with the specifications as well as to the requirements of all applicable environmental standards.

4 Existing Services

Although every effort has been made to depict existing services (water mains, electric cables, telephone cables etc.), as accurately as possible on the contract drawings, insofar as they are known, variations do arise and the Contractor shall exercise extreme care when working in the area. Items have been allowed in the Schedule of Quantities for dealing with and protecting services.

The Contractor shall take whatever precautions are required to protect these services from damage during the period of the Contract.

C4.2 Locality Plan

C5 ANNEXURES

C5.1 HEALTH AND SAFETY SPECIFICATION

WINNIE MADIKIZELA-MANDELA LOCAL MUNICIPALITY	*DOCUMENT INFORMATION*	
	Document Type	*Originator*
	Safety Plan	Occupational Health & Safety Officer
	Activity	*Project Name*
	HSE (Health, Safety and Environment)	

DOCUMENT CHANGE RECORD			
Rev	Date	Section (s) change (d)	Description of Revision

PREPARED BY	*REVIEWED BY*	**APPROVED BY**	**CLIENT REPRESENTATIVE**
	SITE AGENT	**CONTRACTS MANAGER**	**PROJECT ENGINEER**

SUMMARY OF CONTENTS

Section		Title
1		Introduction
2		Reference Documents
3		Definitions
4		Responsibilities
5		Objectives and Targets
6		Planning and procedures
7		Implementation of the Occupational Health and Safety Specification
8		Application of the Health and Safety Specification
	8.1	Compensation for Occupational Injury and Diseases
	8.2	Occupational Health and Safety Policy
	8.3	Hazard identification and Risk Assessment
	8.4	Health and Safety Committee
	8.5	Health and Safety Training
	8.6	General Record Keeping
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	8.11	Personal Protective Equipment and Clothing
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9		Health and Safety in Practice
	9.1	Excavations
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	9.5	Hazardous Chemical Substances
	9.6	Asbestos
	9.7	Plant and Machinery

ANNEXURES

A	Health and Safety Policy
B	Hazardous Task Identification
C	Risk Assessment
D	Induction
E	Toolbox talk
F	Audit Schedule

1 Introduction

Purpose and Scope

This document describes the procedure upon which the COMPANY shall comply with the requirements set out in the client's Health and Safety Specification.

This document defines the Management System that is implemented by the COMPANY for the management of Health and Safety on the project, which includes ensuring subcontractor compliance with the same standards.

The aim of this document is to present the safety aspects that will be controlled and managed on the project.

2 Reference Documents

- Occupational Health and Safety Act, (Act No. 85 of 1993)
- Compensation for Occupational Injury and Diseases Act.
- Client Health and Safety Specification.
- Construction Regulations 2003.
- The Construction Kit. (CD)

3 Definitions

The following definitions will apply to the Safety Management Plan, acronyms given hereunder shall apply:

Construction / Building Work (as defined by the Occupational Health and Safety Act: Construction Regulations 2003):

Means any work in connection with –

a) The erection, maintenance, alteration, renovation, repair, demolition or dismantling of or an addition to a building or 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 or making of an excavation or work on any similar type of work.

Hazard Identification and Risk Assessment and Risk Control (HRA)

Means a documented plan, which identifies hazards, assesses the risks and detailing the control measures and safe working procedures, which are to be used to mitigate and control the occurrence of hazards and risks during construction or operation phases.

Site

Means the area in the possession of the Contractor for the construction of the works. Where there is no demarcated boundary it will include all adjacent areas, which are reasonably required for the activities for the Contractor, and approved for such use by the Engineer and/or client.

The Act

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

Hazard

Means a source of or exposure to danger (source which may cause injury or damage to persons, or property)

Risk

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

Contractor's Responsible Person / s

Means any person appointed in writing by the Contractor to supervise construction or building work. The appointment shall be as required by the OHSA which shall stipulate health and safety responsibilities, area of responsibility and the proposed duration of the project.

Hazardous Chemical Substance (HCS)

Means any toxic, harmful, corrosive, irritant or asphyxiant substance, or a mixture or substances for which an occupational exposure limit is prescribed, or an occupational exposure limit is not prescribed, but which creates a hazard to health.

Construction Plant (TEM)

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

Contractor

Means "subcontractor".

Health and Safety Program

Encompasses The COMPANY safety planning spreadsheet.

Health and Safety Plan (HSP)

The content of this document which will be made available on site for inspection by an inspector, Technical Officer, Agent, subcontractor, employee, registered employee organisation, health and safety representative, or member of the health and safety committee.

Health and Safety File

Describes the safety file holding all records on health and safety for the project, which shall be available at all, times for evaluation, and copy of which will be forwarded to the client upon completion of the project.

4 Responsibilities

4.1 Notification of Intention to Commence Construction Work

The Provincial Director of the Department of Labour shall be notified by the appointed safety consultant to the COMPANY, immediately upon receipt of the Letter of Acceptance of project commencement in accordance with the following requirements:

- The demolition of a structure exceeding a height of 3 meters; or
- The use of explosives to perform construction work; or
- The dismantling of fixed plant at a height greater than 3 meters; or
- The work exceeds 30 days or will involve more than 300 person days of construction work; and
- Includes excavation work deeper than 1 meter; or
- Includes working at a height greater than 3 meters above ground or a landing.

A copy of the notification letter to the Provincial Director shall be forwarded to client for their records and shall be made available to an Inspector, Project Engineer or employee.

4.2 Assignment of Contractor's Responsible Persons to Supervise Health and Safety on Site

The Contracts Manager and Site Agent shall ensure copies of all the appointment letters of the responsible persons appointed on site will be made available to the client and that all legal appointments shall be conducted in accordance with the requirements set out in the ***OHSA*** *and Client specifications.*

The above shall also be imposed upon all subcontractors.

4.3 Safety Officer Appointment

A part--time Health and Safety consultant shall be appointed upon commencement of the project.

The safety officers shall be tasked with monthly inspections of the site, the results of which shall be forwarded to the client or his appointed representative.

4.4 Risk Assessment Competent Person

The Project Manager shall appoint a competent person in writing at commencement of the project to control the risk assessment process on site. A copy of the risk assessment appointment is attached with duties and responsibilities defined.
(Annexure E)

4.5 Competency for Contractor's Responsible Persons

The Project Manager acknowledges that all management personnel (responsible for health and safety) shall undergo a half-day Health and Safety Management Course, which is to be arranged and conducted by the appointed safety consultant prior to commencement of activities on site.

4.6 Health and Safety Representatives

At least one (1) Health and Safety Representative shall be nominated, elected and trained to carry out his / her functions in his / her area of responsibility. This will include areas where less than fifty (50) employees are engaged in activity. Employees elected shall be designated in writing for a specific area and period of time.
The designated persons shall conduct monthly inspections within their area of responsibility, the records shall be kept for auditing and that deviations recorded are reported to the responsible supervisor within the designated persons area so that appropriate action can be taken.

The designated person/s shall be permitted to participate in the Health and Safety Committee Meetings.

5 Objectives and targets

5. Compliance with the COMPANY Health and Safety Policy.
6. Everyone is responsible for organising accident prevention at his or her own level on site.
7. Safety training is important.
8. Prevention.
9. Working safely ensures your job.
10. The COMPANY management commits itself to the objectives and targets.
11. Disabling Injury Frequency Rate (DIFR) of 2.0 or less.
12. 90% compliance on monthly Health and Safety Audits.
13. Compliance with the legal requirements set out in the Occupational Health and Safety Act, Act 85 of 1993, (OHSA) and Regulations.
14. Compliance with the Client's Safety Specification for Construction.

6 **Planning and Procedures**

The procedures to be used for the project are to be in accordance with the Safety Manual in use in the COMPANY under the guidance of the appointed safety consultant.

The sub-headings covered under the Safety Manual are as follows:

1. Administration
2. Appointments
3. Safety Committees
4. Registers, checklists and permits
5. Incident Management
6. Emergency Planning
7. Contractors
8. Risk Assessments
9. Audits
10. Hazardous substance control
11. Training
12. Mining Requirements
13. Roads Requirements
14. Planning

7 Implementation of the Occupational Health and Safety Specification

The COMPANY is committed to implementing client specific safety specification on the project and is committed see that this forms an integral part of the project. It is our intention to make this specification part of other Contractors and Suppliers operating procedures.

8 Application of the Health and Safety Specification

8.1 Compensation of Occupational Injuries and Diseases Act, Act No. 130 of 1993 (COIDA)

The letter of good standing will be available on site for reference purposes as proof of good standing.

The COMPANY shall ensure all Contractors also comply with the above requirements defined in the COIDA.

8.2 Occupational Health and Safety Policy

The COMPANY Health and Safety Policy is attached for reference purposes. **(Annexure A)**

8.3 Hazard Identification Risk Assessment

The Contract Manager shall ensure the Site Agent shall prior to the commencement of any construction work perform Hazard Identification, and the assessed risks shall form part of the health and safety plan applied on site.

A copy of the HRA shall be made available for viewing to the client.

The Site Agent shall ensure that all HRA's conducted will be conveyed to all personnel and contractors through the site training program and that these training sessions will be presented by the competent person regarding the hazard and related work procedures before any work commences.

The HRA Team that will be established will comprise members as follows:

- Health and Safety Representative(s),
- Health and Safety Committee Member(s)
- Management Representative / Site Agent

Attached in the form of **Annexure C and D**, the Hazardous Task Identification and (HTI) and format of the Risk Assessment (RA) is included.

Method statements form part of the Risk Process and will conducted in accordance with the Risk Process described above.

Based on the activities carried out on all projects Hazard Investigation and Risk Assessments (HRA's) will be done. Examples of which are:

- Site Establishment
- Demolition works
- Excavation
- Concrete works
- Lifting operations
- Hand held tools
- Motorised Equipment

8.4 Health and Safety Committee

The Project shall convene a health and safety committee meeting monthly. All members required to be in attendance shall be notified of such meeting by means of a formal agenda.

The Site Agent shall ensure an attendance register and minutes are kept for auditing purposes, and that a copy of the minutes be circulated to all members in attendance well before convening the next meeting and within 7 days, a copy of the minutes will be forwarded to the project engineer.

Members of the committee shall include the following and are not limited to:

- Safety Consultant. (When available)
- Contractor's site representative. (Supervisory level)
- Contractor's site representatives. (Operating level)
- Project Engineer nominated representative. (Co-opted status)

8.5 Health and Safety Training

Training of personnel is a legal requirement and a necessity and is acknowledges as such. The Training Planning Matrix shall be provided upon request.

8.5.1 Induction Training

Induction training shall be attended with the Client as well as The COMPANY Induction program requirements and records of attendance kept to prove the same.

The COMPANY Induction format is attached for reference purposes. **(Annexure E)**

8.5.2 Awareness Training

Weekly awareness training shall be conducted using the COMPANY Toolbox Talk documents, which shall be conducted by the site supervisors. **(Annexure F)**

8.5.3 Competency

Training identified through the Risk Assessment Process and conducted through this process shall be kept on file as proof of competency and training. (This may include operators)

8.5.4 First Aid and Health & Safety Representative Training

All safety representatives elected and designated, including first aiders, shall be trained should they not already be in possession of a valid certificate of training proving competence.

8.6 General Record Keeping

The Site Agent shall ensure that all the Health and Safety records, required by both the Occupational Health and Safety Act, 85 of 1993 and Regulations are kept for reference purposes and auditing.

Further to the requirements set out above, the Site Agent will also maintain records that may be defined through the risk assessment process, for auditing purposes.

In accordance with the requirements set out in the Construction Regulations 2003 and the

requirement set out in Client Specification the Site Agent shall ensure that a copy of all Health and Safety records generated during the course of construction, be handed over to the Project Engineer upon completion of construction.

8.6.1 Statistics

The Site Agent shall ensure injury and incident records (Near Hits, First Aid, Medical cases, **Disabling Lost Time Incidents), training etc. referred to above are kept on site.** All documents shall be made available to the client for inspection including the Department of Labour's Inspectors as required by the Occupational Health and Safety Act, 85 of 1993.

The statistics formula as listed below shall be adhered to.

DIFR (Disabling Injury Frequency Rate) $\frac{\text{DI's x 1 000 000}}{\text{Man-hours}}$

DISR (Disabling Injury Severity Rate) $\frac{\text{Days Lost x 1 000}}{\text{Man-hours}}$

8.6.2 General Inspection, Monitoring and Reporting

The COMPANY shall comply with the requirements set out by the client. We have attached a safety management plan upon which the dates of inspections and training and awareness will be entered, conducted and monitored.

The COMPANY shall keep all records of inspections and investigations undertaken during the contract for the specified legal period as defined in the OHSA and Regulations.

8.6.3 Internal Audits

Internal audits shall be conducted a minimum once per month by the project engineer, as well as the appointed safety consultant.

The Results shall be tabled and discussed at the Health and Safety Committee meetings.

The Audits to be conducted by the appointed safety consultant, shall be conducted on the audit schedule attached as per **Annexure G.**

Records of the audits shall be forwarded to the Project Engineer and shall be filed on site for reference purposes.

8.7 Incentives

No incentive scheme is being identified unless required by the client.

8.8 Penalties

Non-compliance with the client safety specifications can result in work stoppages and possible expulsion from site until the problem has been remedied including costs.

8.9

8.10 Emergency Procedures

The Site Agent shall make available to the Project Engineer a detailed Emergency Plan to tie into the evacuation plan already in place on the client's premises.

8.10.1 First Aid Box and Contents

The Site Agent shall ensure that all working areas area adequately provided with first aid attendants whether there are fifty (50) employees or less engaged on the contract. The First Aid attendant shall be trained in accordance with the requirements set out in the OHSA with recognised and accredited service providers as defined above.
Proof of training attended (certificate) shall be attached to the written acceptance of appointment. It will be the first aid attendant's responsibility to ensure the contents of the first aid boxes are monitored and inspections recorded on the contents of the first aid box register.

The first aid box shall be adequately stocked by The COMPANY at all times and will be accessible to all.

Accident and Incident Reporting and Investigation

Should accident investigation need to be conducted, the Project Manager shall appoint a competent person in writing to conduct the said investigation. The procedure to be followed will be in accordance with the OHSA requirement on the Annexure 1 – Recording and Investigation of Incident form.

The Site Agent shall ensure that the results of all investigations are communicated to the employees engaged through incident recall and prescribed meetings. The Site Agent shall ensure that the investigations are kept for record purposes in accordance with the prescribed requirements set out in the OHSA and the company specific procedures.

Should there be an incident, the Project Engineer shall be notified within 48-hours if required by the client, of the occurrence. It is acknowledged that the client reserves the right to participate in all investigations into accidents or incidents.

8.11 Hazards and Potentially Hazardous Situations

The Site Agent shall ensure that all other contractors or contractors are warned of hazardous or potentially hazardous situations, which may prevent them from effectively performing their duties, which includes the placement of adequate warning signs.

8.12 Personal Protective Equipment and Clothing

The COMPANY shall comply with OHSA requirements to provide PPE.

The Site Agent shall through the Risk Assessment process identify the specific PPE needs per activity and then issue the PPE accordingly. (Reference to the OHSA General Safety Regulation 2 – Employer to provide Personal Protective Equipment)

Should PPE be lost or stolen, then the employee will be issued with a new set of PPE.

Should PPE be worn out or damaged, the user shall return the worn or damaged PPE and will be issued with a replacement set. Training in the use of this shall be provided. Overalls and hardhats shall be identifiable. (Principal Contractor different from the contractors)

PPE shall be provided to visitors as well.

8.13 Safety Signage

The Site Agent in conjunction with the appointed safety consultant shall assess the Health and Safety Signage requirement in conjunction with the Risk Assessments conducted and will place the signage at strategic positions on the site works.

The COMPANY shall also maintain the signage to ensure its effectiveness at all times and under all conditions. Signage, which cannot be repaired, shall be replaced.

8.14 Permits

- The COMPANY shall ensure that access to site works is restricted to construction personnel.
- All attempts will be made to restrict spectator access.
- Access to the site shall be by the Project Engineers (Clients) authorisation on the prescribed form. (Permits and ID cards shall be issued by the client)
- Special permits for hot work and isolation permits shall be applied for to the Project Engineer prior to commencing with the activity.

8.15 Contractors and Suppliers

The Site Agent shall enter into an Agreement with Mandatary in terms of Section 37(2) of the Occupational Health and Safety Act, 85 of 1993, with all contractors appointed by The COMPANY is entered into.

The Contracts Manager will ensure the contractors are issued with the Client Safety Specification where reasonably practicable including any the COMPANY contractor pack for the project, should they not be contained in the Client Safety Specification.

The COMPANY shall assist and ensure the contractors engaged comply with all of these requirements and adhere to the requirements set out in the OHSA. Contractors will be stopped from working in the event of unsafe conditions and activities being observed.
All contractors shall be covered by the COMPANY Safety Plan and will be issued the same.

9 Health and Safety in Practice

9.1 Excavations

The Site Agent shall ensure that all activities involving excavations, shoring, dewatering or drainage, a safe working procedure is submitted to the project engineer for approval prior to work commencing. Excavation work exceeding the specified depth as stipulated in the OHSA regulations, shall comply with the following requirements:

(a) The excavations are inspected before the shift starts, after heavy rain (inclement weather) and after any major condition which may effect the excavations stability and the findings are to be recorded and kept;

(b) All excavations regardless of the depth shall be adequately barricaded to prevent persons falling into the excavation;

(c) The safe working procedure shall be communicated to all employees who may be effected by the work; and

(d) The safe working procedures shall be enforced and maintained by the appointed excavation supervisor at all times.

(e)

(f) For high-risk activities, all personnel working in the excavation shall be attached by means of a lifeline.

(g) Material excavated shall be removed from the point of excavation.

(h) Ensure stability of adjoining structures.

9.2 Demolition

No demolition work is being envisaged on this project.

9.3 Explosives and Blasting

No blasting activities are envisaged on this project.

9.4 Stacking of Materials and Housekeeping

The Site Agent shall ensure that all stacking will be supervised by a person competent to supervise over the activities, and that clearly defined and allocated storage areas are provided for and identified, and that materials being stored within this area are stacked in accordance with sound stacking principles of sort-by-sort, access to be maintained, level surface, and the height will not exceed three times the base width.

Housekeeping shall be maintained in accordance with the client requirements at all times.

Hazardous Chemical Substances

The Site Agent shall ensure the necessary training and information regarding the use and storage of HCS is provided, and that the use and storage of HCS is carried out as prescribed by the HCS Regulations.

Furthermore, the Site Agent shall ensure that all chemicals brought to site have a Material Safety Data Sheet (MSDS) and the users are made aware of the Occupational hazards and precautions that need to be taken when using the chemical.

The First Aider shall be made aware of the MSDS and how to treat HCS incidents appropriately.

Access to all HCS records shall be afforded to the project engineer at all times.

9.4.1 Fuel / Diesel

- Bulk storage areas shall be demarcated, secured and sign posted with the relevant warning pictograms.
- Bulk storage areas shall be bunded.
- Re-fuelling shall be conducted in designated re-fuelling areas only.
- Spill-kits shall be available at all times in these designated areas.
- The surface of the bunded areas and walls shall be of impermeable material.
- The bunded area shall be sloped towards a collection pit.

9.5 Asbestos

No asbestos is to be used on this Project.

9.6 Plant and Machinery

9.6.1 Construction Plant

- All plant shall comply with the OHS Act requirements in relation to operation and maintenance thereof.
- Service and maintenance of the vehicles shall be of a high standard at all times.
- All plant shall subject to design be fitted with back-up alarms and audible indicating devices.
- The COMPANY shall ensure that all construction plants moving parts are adequately protected.
- Pre-start inspections shall be conducted on all motorised equipment daily, deviations of such inspections shall be recorded.
- Construction plant identified for use shall be operated by a trained and authorised operator.
- All construction plant shall be operated under the direct supervision of a person competent to identify potential hazards in the work he is conducting.
- Work involving the use of construction plant shall be conducted in accordance with an approved Risk Assessment.
- The Site Agent shall ensure all operators are equipped with the necessary PPE namely; safety shoes, overall, safety glasses, and gloves.
- Plant shall be fitted with an extinguisher where practicable.
- Washing shall be conducted in the designated washing areas.

The COMPANY shall ensure the all equipment moving to and from site is adequately secured, and that all contractors abide by this requirement.

9.6.2 Transport of Personnel

- Safe vehicular transport shall be provided for personnel working on the project to the workplace, which shall include proper seating, side restraints and cover.
- No personnel shall be permitted to travel on any plant or equipment on the site works.
- Road safety principles shall be adhered to on and off site.

9.6.3 Vessels under Pressure (VuP) or Gas Bottles

The COMPANY shall ensure they comply at all times with the requirements of Vessels under Pressure Regulations, with specific reference to the following:

- Ensuring all Equipment owned and hired-in Vessels under pressure, comply with the 36-month pressure vessel inspection, and a certificate of testing is available on site.
- Ensuring that all personnel who shall use this equipment are competent and trained.
- Ensuring the users of this equipment are issued with the required PPE.
- Ensuring the area is adequately identified as a noise area and warnings are posted.
- Ensuring daily pre-start inspections are carried out on all the equipment and the findings recorded.
- Ensuring the correct fire prevention and fighting equipment is available at all times.
- Noise levels where possible shall be kept within reasonable operating norms.

9.6.4 Fire Equipment

The Site Agent shall ensure the following all fire equipment to be used on site comply with the following:

- Extinguishers shall be placed in positions to ensure fast and easy access is maintained at all times.
- Placement of all extinguishers shall be depicted with the required pictograms.
- Extinguishers shall be serviced once annually, and after discharge or visible signs of depressurization.
- The Site Agent shall ensure all employees are adequately trained in the safe use of the extinguishers.
- The Site Agent shall ensure a person is appointed to inspect the extinguishers on a monthly basis and the results of which are to be entered into a register designed for that purpose.

9.6.5 Hired Plant and Machinery

The Site Agent shall ensure the following criteria is adhered to when considering hired plant and machinery:

- Only approved hire companies shall supply equipment to the site.
- Hired plant shall be checked for safety compliance prior to being accepted for use on site.
- Should hired equipment be accompanied by an operator, The COMPANY shall ensure that the operators competency be verified and the operator undergo an induction training session.
- The Site Agent shall ensure the operators of hired plant attend weekly toolbox talks in conjunction with The COMPANY site personnel.
- The Site Agent shall ensure that all operators are equipped with the required PPE before commencing work on site.

9.6.6 Scaffolding / Working at heights / Fall Protection

Work involving scaffolding and work at heights shall comply with the requirements set out in the Construction regulations 2003 pertaining to these activities with reference to the SABS 085 code of practice.

Fall protection planning shall be done in conjunction with the risk assessment process.

All scaffolds shall be erected under the control of a person trained and appointed to conduct such scaffold erection.

9.6.7 Falsework / Formwork for Structures

Work involving scaffolding and work at heights shall comply with the requirements set out in the Construction regulations 2003 pertaining to these activities with reference to the SABS 085 code of practice.

9.6.8 Lifting Machinery and Tackle

The Site Agent shall ensure that the use of Lifting Machinery and Tackle is done in accordance with the requirements of the Regulations, which include but is not limited to the following:

- Lifting machinery and tackle to be used on site shall be marked with the Maximum Mass Load (MML), which is the safe limit in which the equipment may be used.
-

- Inspections on Lifting Machines and Lifting Tackle shall be inspected once per month on the register provided and the findings recorded.
- Daily pre-start checks shall also be conducted on all Lifting Machinery and Tackle.
- Records shall be kept of all lifting machinery and tackle inspections and Load Tests.
- Load tests shall be conducted a minimum of once per annum, and a certificate of compliance shall be kept on record.
- A valid logbook shall be maintained for all lifting machinery, which will comply with a minimum six-monthly service and maintenance.
- Lifting machinery shall be operated under supervision at all times with a trained banksmen who shall inspect all tackle before each lift.
- All lifting equipment operators shall be trained once every two years and a copy of such training shall be attached to the appointment, which is to be made on site.
- The Operators shall be tested for medical fitness.

9.6.9 Ladders and Ladder Work

The following requirements shall be complied with regarding Ladders and Ladder work:

- Ladders shall be clearly numbered, and inspected on the register provided.
- A competent person shall be identified and appointed as the ladder inspector.
- Where aluminium ladders cannot be used, then wooden ladders shall be straight grained, unpainted to allow for proper inspection of the grain for cracking.
- Ladders shall be secured at the top and chocked at the base to prevent slipping.
- Where chocking of the base is not possible, then the user shall ensure that the ladder is held in position by another employee when ascending the ladder.
- Ladders shall be inspected a minimum once per month by the person appointed as the ladder inspector.
- Proper storage shall be provided for all ladders when not in use.

9.6.10 General Machinery

In accordance with General Machinery Regulation 2(1), The COMPANY shall:

- Ensure a competent person be appointed as defined in the above clause from the Occupational Health and Safety Act, 85 of 1993 and Regulations, to service and maintain all machinery in use on site.
- The COMPANY shall appoint additional competent persons to assist the competent person mentioned above in accordance with General Machinery Regulation 2(7)(a), as and when required.
- The COMPANY shall ensure that records are maintained of all services conducted.

9.6.11 Lighting and Power

The Site Agent shall ensure lighting circuits and power circuits are fitted with suitable earth leakage systems in accordance with the client, which will include the following activities:

- Earth leakage system will be tested monthly.
- Malfunctions shall be repaired immediately or replaced.
- Lighting shall be so positioned as not to interfere with construction activities.

9.6.12 Portable Electrical Tools / Explosive Power Tools

The Site Agent shall ensure the following procedure is adhered to regarding Portable Electrical Tools and Explosive Powered tools:

- Minimum compliance with legislation.
- Only competent persons shall be permitted to conduct routine and monthly inspections on the equipment.
- Persons competent to inspect the equipment shall be appointed in writing.
- Persons who are trained to operate such equipment shall be appointed and shall be the only authorised person to operate the equipment.
- The Site Agent shall ensure operation of the equipment is in accordance with the approved Risk Assessment and Safe Working Procedure set out.
- All users shall undergo regular awareness training to ensure compliance.
- The Site Agent shall ensure the required PPE and clothing is provided and maintained.

9.6.13 Public Health and Safety

In the interests of public safety, The COMPANY shall ensure that all persons who may be affected by the work being conducted on site are informed and kept aware of the dangers, which may arise from the work being conducted on site.

This awareness shall be in the form of posters and inductions for visitors to site and warning signs.

9.6.14 Night Work

Night work shall only be conducted upon approval of the project engineer, with the same safety standard being applied for these activities as with day work activities.

9.6.15 Facilities for Safe Keeping / eating areas

The COMPANY shall ensure that adequate facility is provided for the personnel on site. The area shall be provide the following:

- Sufficient seating;
- Seating under cover;
- Protected change room;
- Toilets.
- Hand wash facility.
- Potable water.

No food preparation shall be conducted on site and designated eating areas will be made to allow adequate seating.

Waste bins shall be strategically placed and cleared regularly.

HAZARDOUS TASK IDENTIFICATION (HTI)

Ser no:	INFORMATION REQUIRED	DETAILS	SIGNATURE
1	Name of contract:		
2	Date prepared:		
3	Prepared by:		
4	Name of person approving:		

Key Table	
0=	NONE
1=	LOW
2=	MEDIUM
3=	HIGH

Risk Assessment (RA) Code	LIST OF ALL STANDARD TASKS	What is the future potential that this task can cause further….								Total Score	Rating	Doc Required
		Is it a new or unusual task?	Is it a dangerous task?	Personal injury	Health risk	Impact on the environment	Property damage	Fire	Has the task caused previous injury / loss?	Yes = 3 / No = 0	0 - 7 Low risk, 8 - 17 Med risk, 18 -24 High risk	RA - Risk assessment, MST - Method statement
RA-1	Site clearing - manual labour & small tools	1	1	1	1	1	1	1	0	7	LOW RISK	MST
RA-2	Site clearing - using mechanical means									0	LOW RISK	MST
RA-3	Site establishment - FSM erection / dismantling									0	LOW RISK	MST
RA-4	Site establishment - Container store / office offload									0	LOW RISK	MST
RA-5	Excavations - using manual labour									0	LOW RISK	MST
RA-6	Excavations using motorised plan									0	LOW RISK	MST
RA-7	Excavations - working inside < 1.5 metres									0	LOW RISK	MST
RA-8	Excavations - working inside > 1.5 metres									0	LOW RISK	MST
RA-9	Batching plants - erection / dismantle									0	LOW RISK	MST
RA-10	Batching plants - general working and operation									0	LOW RISK	MST
RA-11	Concrete mixing - using manual labour									0	LOW RISK	MST
RA-12	Concrete mixing - using mechanical means									0	LOW RISK	MST
RA-13	Concrete pours - using lifting machinery (Cranes etc)									0	LOW RISK	MST
RA-14	Concrete pours - using motorised plant (dumpers etc)									0	LOW RISK	MST
RA-15	Concrete pours - using mechanical pump									0	LOW RISK	MST
RA-16	Lifting Equipment - Tower crane erection / dismantle									0	LOW RISK	MST
RA-17	Lifting Equipment - Tower crane operation									0	LOW RISK	MST
RA-18	Lifting Equipment - Mobile crane operation									0	LOW RISK	MST
RA-19	Lifting Equipment - Telescopic handler operation									0	LOW RISK	MST
RA-20	Lifting Equipment - Forklift operation									0	LOW RISK	MST
RA-21	Lifting Equipment - using lifting tackle									0	LOW RISK	MST
RA-22	Formwork - general erection / dismantling									0	LOW RISK	MST
RA-23	Formwork - lifting and placing large panels									0	LOW RISK	MST
RA-24	Formwork - work on support decks									0	LOW RISK	MST
RA-25	Scaffolding - erect / dismantle small scaffolds < 2 m									0	LOW RISK	MST
RA-26	Scaffolding - erect / dismantle large scaffolds > 2 m									0	LOW RISK	MST
RA-27	Scaffolding - use of mobile scaffolds									0	LOW RISK	MST
RA-28	Scaffolding - dismantling of scaffolding									0	LOW RISK	MST
RA-29	Demolition - using small electric breakers									0	LOW RISK	MST
RA-30	Demolition - using compressed air breakers									0	LOW RISK	MST
RA-31	Demolition - using motorised mechanical means									0	LOW RISK	MST
RA-31	Demolition - using explosives / blasting operations									0	LOW RISK	MST
RA-33	Trades - Brickwork operations									0	LOW RISK	MST
RA-34	Trades - Plastering operations									0	LOW RISK	MST
RA-35	Trades - Painting operations									0	LOW RISK	MST
RA-36	Trades - Ceiling operations									0	LOW RISK	MST
RA-37	Trades - Roofing installations									0	LOW RISK	MST
RA-38	Trades - glazing installations									0	LOW RISK	MST
RA-39	Trades - Tiling operations									0	LOW RISK	MST
RA-40	Trades - carpentry (Doors / windows)									0	LOW RISK	MST
RA-41	Trades - Metal work (Doors / windows)									0	LOW RISK	MST
RA-42	Trades - Steel erection									0	LOW RISK	MST
RA-43	Trades - plumbing									0	LOW RISK	MST

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RISK ASSESSMENT

TASK / ACTIVITY NAME:									AREA:	
Ser No.	Task Steps	Risks identified	A Probability	B Severity	C Frequency	D Risk Score	Rating	SWP Required	Immediate Action Required	Safe Working Procedure
1			4	4	6	14	HIGH RISK	✓		
2			6	6	6	18	HIGH RISK	✓		
3			4	4	6	14	HIGH RISK	✓		
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										
16										
17										
18										
19										

Methods Used to Minimise Risk		Most Critical Hazards		Control Methods				RA Committee	
Engineering Risk Out	☐	Fatigue	☐	PPE Selection	☐	Codes of Practice	☐	Name:	Sign:
Use of Specialized PPE	☐	Speed	☐	PPE Issue Records	☐	Supervisory Controls	☐		
Introduce Specialized Controls	☐	Engine Failure	☐	Signs at Area of Use	☐	Training of Personnel	☐		
Training	☐		☐	Safety Talks	☐	Training Records	☐		
	☐		☐	Safe Work Procedures	☐		☐		
	☐		☐		☐		☐	Approved:	Sign:
	☐		☐		☐		☐		

A		B		C		D	
Probability an accident may occur		Severity		Hazard Frequency		Risk Score / Criticality	
6	Inevitable	6	Fatal and Permanent Dis	6	Arises every shift	14 to 18	High Risk
4	Probable	4	DLTI (50 000 - 499 999)	4	Arises every week	8 to 13	Medium Risk
2	Highly improbable	2	Medical Case (10 000 - 49	2	Arises every month	0 to 7	Low risk
0	No injury / loss	0	First Aid Case	0	Arises every year		

Probability \ Severity	6	4	2	0	Frequency
6	18	16	14	12	6
4	16	12	10	8	4
2	10	8	6	4	2
0	6	4	2	0	0

ANNEXURE F (Audit Schedule)

TOOLBOX TALKS			
TALK NO:	16	DATE:	
TALK TOPIC:	LIFTING MATERIALS BY HAND	SITE:	
TALK PRESENTED BY:			



TALK CONTENT / DISCUSSION

HOW DO I LIFT EQUIPMENT SAFELY WITHOUT INJURING MY BACK?

1. Stoop and bend the knees.
2. Keep your back straight.
3. Lift using the leg muscles.
4. Push upward with the load.
5. If the load is on a table, slide the load to the edge until you can get a firm grip under the load, and then proceed to lift as above.
6. If the load requires two or more persons to lift, then ensure the load is lifted on one side first and then the other, Ensure someone gives the command to lift so the lift occurs simultaneously.
7. Where it is practical to use a trolley, do so as it will safe guard against unnecessary injury.

ATTENDANCE

NAME:	SIGN:		NAME:	SIGN:

SAFETY INDUCTION	

OHS Act 85 of 1993 Sections 8 & 14

Requirements:

Every employer is required to take all reasonable measures to ensure that the requirements of the OHS Act, and regulations are observed. The general duties of employees are to carry out lawful instructions and to obey the Company's safety rules and procedures prepared in accordance with the provisions of the Act and Regulations. For this process to begin and to be formalized it is necessary for all employees to be formally inducted into the safety procedures and the completion thereof, formally acknowledged by both employer and employee.

ITEM COVERED	DONE YES/NO	REMARKS
Explain Company Policy / Site Safety Rules Provide copies of same		
Explain Section 14 of the Act		
Explain the use of Personal protective Equipment and procedures. Re: Issueing and maintenance		
Explain the meaning of symbolic signs		
Explain the procedure in the event of injury		
Explain the use of facilities and toilets		
Explain the danger of moving machinery. (DUMPER, MIXER, SKILLSAW, GRINDER Etc.)		
Explain the danger of hazardous substances (PETROL, DIESEL, OIL, GAS, PAINT Etc.)		
Explain specific Job Duties and Requirements		
Introduce : Supervisor, safety Representatives, First Aider		

This confirms that the above named acknowledges that he/she has been instructed in the safety items listed above and has received the necessary protective clothing / equipment to use in the performance of his/her work.

INDUCTION OFFICER / TRAINER

Signature	Designation	Date

ACCEPTANCE

I, _____ hereby acknowledge receipt of and accept and understand the requirements of this induction.

Signature	Designation	Date

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MEASUREMENT AND PAYMENT

Payment for the Contractor's obligations in respect of the Occupational Health and Safety Act and Construction Regulations shall be made through two payment items described below. The two payment items together shall include full compensation for all personnel (including a dedicated full time Construction Safety Officer), costs and incidentals in respect of compliance with and enforcement of the Health and Safety specifications, which shall include for the compilation, presentation, implementation and maintenance of the site Health and Safety Plan as contemplated in Regulation 5 of the Construction Regulations.

In Biding rates for the three items the Contractor shall ensure that the sum of the amounts for the two items shall not be less than one percent (1%) of the Bid Amount.

Item		Unit
AH.14.1	**Prepare of risk assessment, safe work procedures, the project H & S file, plan, the provision of PPE and protection clothing and any other H & s matters that the contractor deems necessary**	Lump Sum

The full amount will be paid in one instalment only once:-

(a) The Contractor has notified the Provincial Director of the Department of Labour in writing of the project.
(b) The Contractor has made the required initial Appointments of Employees and Sub-Contractors
(c) The Client has approved the Contractors Health and Safety plan
(d) The Contractor has set up his/her Health and Safety file

Item		Unit
AH.14.2	**Full compliance with all H & S matters during the construction of the works under the contract**	Lump Sum

Payment shall be effected as follows only after payment for Item AH.14.1 has been made.

Payment of incremental amounts (calculated by the division of the remainder of the Bided sum by the number of months remaining for completion of the works will be authorised in each of the subsequent progress certificates until the Bided sum has been paid.

SCHEDULE A

NOTIFICATION OF CONSTRUCTION WORK
Regulation 3 of the Construction Regulations, 2003

1. (a) Name and postal address of principal Contractor:

. . . . . .

. . . . . .

. . . . . .

(b) Name and telephone number of principal Contractor's contact person:

. . . . . .

. . . . . .

2. Principal Contractor's compensation registration number:

. . . . . .

3. (a) Name and postal address of Client:

. . . . . .

. . . . . .

. . . . . .

(b) Name and telephone number of Client's contact person or agent:

. . . . . .

. . . . . .

4. (a) Name and postal address of designer(s) for the project:

. . . . . .

. . . . . .

. . . . . .

(b) Name and telephone number of designer's contact person:

. . . . . .

. . . . . .

5. Name and telephone number of principal Contractor's construction supervisor on site appointed in terms of regulations 6 (1):

. . . . . .

. . . . . .

6. Name/s of principal Contractor's sub-ordinate supervisors on site appointed in terms of regulation 6 (2):

. . . . . .

7. Exact physical address of the construction site or site office:

. . . . . .

. . . . . .

. . . . . .

8. Nature of the construction work:

. . . . . .

. . . . . .

. . . . . .

. . . . . .

. . . . . .

. . . . . .

. . . . . .

9. Expected commencement date: .....

. . . . . .

10. Expected completion date:

. . . . . .

11. Estimated maximum number of persons on the construction site:

. . . . . .

12. Planned number of Contractors on the construction site accountable to principal Contractor:

. . . . . .

13. Name(s) of Contractors already chosen:

. . . . . .

. . . . . .

. . . . . .

....

Principal Contractor *Date*

....

Client *Date*

- *This document is to be forwarded to the Office of the Department of Labour **prior to commencement of work** on site.*
- ***All Principal Contractors** that qualify to notify must do so even if another Principal Contractor on the Same site had done so prior to the commencement of work.*

SCHEDULE B

FORM OHS1: OCCUPATIONAL HEALTH AND SAFETY

1. HEALTH AND SAFETY POLICY

(a) Can a copy of current health and safety policy including procedures for risk assessment be supplied. Yes ☐ No ☐

(b) Please give full reasons, on a separate sheet, if the health and safety policy cannot be provided

2. HEALTH AND SAFETY ADVICE

Do you

(a) Employ a full time health and safety advisor? Yes ☐ No ☐
(b) Use the services of a health and safety consultant? Yes ☐ No ☐
(c) Have access to the services of a health and safety group? Yes ☐ No ☐

3. ACCIDENT AND INCIDENT STATISTICS

(a) Have any dangerous occurrences been reported within the last three years? Yes ☐ No ☐

If yes, please give brief details:

(b) Has any employee or persons under your control been fatally injured at work within the last three years? Yes ☐ No ☐

If Yes, please give brief details:

BIDDER: . . . . . .

SCHEDULE C

FORM OHS2: OCCUPATIONAL HEALTH AND SAFETY: STATEMENT BY CONTRACTOR

I,.....duly authorised to represent

. . . . . .
(Company name)

in my capacity as . . . . . .
hereby confirm that I accept full and exclusive responsibility for compliance by myself and all persons who perform work for me with the provisions of the Occupational Health and Safety Act, No. 85 of 1993 (as amended) and all regulations promulgated from time to time, whilst performing work on . . . .
. . . . . .

. . . . . .

. . . . . .

. . . . . .

I confirm that all employees who perform work on the site shall be properly trained to do this in a manner which is safe and without risk to health and safety to themselves and others in the vicinity and undertake to have our activities adequately supervised in the interest of health and safety.

BIDDER: . . . . . .

SCHEDULE D
RECORDS TO BE KEPT ON SITE

ITEM	CR	RECORD TO BE KEPT	RESPONSIBLE PERSON
1	3(3)	Notification to Provincial Director – Schedule A Available on site	Principal Contractor
2.	4(3)	Copy of Principal Contractor's Health & Safety Plan Available on request	Client (Consultant)
3.	5(6)	Copy of Principal Contractor's Health & Safety Plan As well as each Contractor's Health & Safety Plan Available on request	Principal Contractor
4.	5(7)	Health & Safety File opened and kept on site (including all documentation-required i.t.o. OHSA & Regulations Available on request	Contractor
5.	5(8)	Consolidated Health & Safety File handed to Client on completion of Construction work. To include all documentation required i.t.o. OHSA & Regulations and records of all drawings, designs, materials used and similar information on the structure.	Principal Contractor
6.	5(9)	Comprehensive and Updated List of all Contractors on site, the agreements between the parties and the work being done Included in Health & Safety file and available on request	Principal Contractor
7.	6(7)	Keep record on the Health & safety File of the input by Construction Safety Officer [CR 6 (6)] at design stage or on the Health & Safety Plan	Contractor
8.	7(2)	Risk Assessment Available on site for inspection	Contractor
9.	7(9)	Proof of Health & Safety Induction Training	Every Employee on site
10.	8(3)	Construction Supervisor [CR 6 (1)] has latest updated version of Fall Protection Plan [CR 8 (1)]	Contractor
11.	9(2)(b)	Inform Contractor in writing of dangers and hazards relating to construction work	Designer of Structure
12.	9(3)	All drawings pertaining to the design of structure On site available for inspection	Contractor
13.	9(4)	Record of inspection of the structure [First 2 years – once every 6 months, thereafter yearly]	Owner of Structure
14.	9(5)	Maintenance records – safety of structure Available on request	Owner of Structure
15.	10(1)(d)	Drawings pertaining to the design of formwork/support work structure Kept on site, available on request	Contractor
16.	11(3)(h)	Record of excavation inspection On site available on request	Contractor
17.	15(11)	Suspended Platform inspection and performance test records Kept on site available on request	Contractor
18.	17(8)(c)	Material Hoist daily inspection entered and signed in record book kept on the premises	Contractor
19.	17(8)(d)	Maintenance records for Material Hoist Available on site	Contractor
20.	18(9)	Records of Batch Plant maintenance and repairs On site available for inspection	Contractor
21.	19(2)(g)(ii)	Issuing and collection of cartridges and nails or studs (Explosive Powered Tools) recorded in register – recipient signed for receipt as well as return	Contractor
22.	21(1)(d)	Findings of daily inspections (prior to use) of Construction Vehicles and Mobile Plant	Contractor
23.	22(d)	Record of temporary electrical installation inspections [once a week] and electrical machinery [daily before use] in a register and kept on site	Contractor

SCHEDULE E

OCCUPATIONAL HEALTH AND SAFETY: AUDIT SYSTEM

1. ADMINISTRATIVE & LEGAL REQUIREMENTS

Section/ Regulation	Subject	Requirements	1.1.1.2
Construction. Regulation 3	Notice of carrying out Construction work	Department of Labour notified Copy of Notice available on Site	
General Admin. Regulation 3	Copy of OH&S Act (Act 85 of 1993)	Updated copy of Act & Regulations on site Readily available for perusal by employees	
COID Act Section 80	Registration with Compens. Insurer	Written proof of registration / Letter of good standing available on Site	
Construction. Regulation 4 & 5(1)	OH&S Specification & Plan	H&S Specification received from Client OH&S plan developed: Updated regularly	
Section 8(2)(d) and Construction. Regulation 6	Hazard Identification & Risk Assessment	Hazard Identification carried out/Recorded Risk Assessment and Plan drawn up/Updated Risk Assessment Plan available on Site Employees/Subcontractors informed/trained	
Section 16(2)	Assigned duties (Managers)	Responsibility of complying with the OH&S Act assigned to other person/s by CEO.	
Construction. Regulation 5(2)	Designation of Person Responsible on Site	Competent person appointed in writing as Construction Supervisor	
Construction. Regulation 5(5)(a)	Designation of Subordinate Person	Competent person appointed in writing as Sub-ordinate Construction Supervisor	
Section 17 & 18	Designation of Occupational Health & Safety Representatives	More than 20 employees - one OH&S Representative, one additional OH&S Rep. for each 50 employees or part thereof. Designation in writing, period and area of responsibility specified. Meaningful OH&S Rep. reports. Reports actioned by Management.	
Section 19 & 20	Occupational Health & Safety Committee/s	OH&S Committee/s established. Members appointed in writing. Meetings held monthly. Minutes kept. Actioned by Management.	
Section 37	Agreement with Mandataries (Subcontractors)	Written agreement with Subcontractors. List of Subcontractors displayed. Proof of Registration with Compensation Insurer/Letter of Good Standing Construction Work Supervisor designated Written arrangements concerning OH&S Reps & OH&S Committee Written arrangements regarding First Aid	
Construction. Regulation 7	Fall Prevention & Protection	Competent person appointed to draw up and supervise the Fall Protection Plan Proof of appointees competence available on Site Risk Assessment carried out for work at heights Fall Protection Plan drawn up/updated	

C5 ANNEXURES

Section/ Regulation	Subject	Requirements	1.1.1.2
		Available on Site	

Section/ Regulation	Subject	Requirements	1.1.1.2
Construction. Regulation 8	Roof work	Competent person appointed to plan & supervise Roof work. Proof of appointees competence available on Site Risk Assessment carried out Roof work Plan drawn up/updated Roof work inspect before each shift. Inspection register kept Employees medically examined for physical & psychological fitness. Written proof available	
Construction. Regulation 9	Structures	Information re. the structure being erected received from the Designer including: - geo-science technical report where relevant - the design loading of the structure - the methods & sequence of construction - anticipated dangers / hazards / special Measures to construct safely Risk Assessment carried out Method statement drawn up All above available on Site Structures inspected before each shift. Inspections register kept	
Construction. Regulation 10	Formwork & Support work	Competent person appointed in writing to supervise erection, maintenance, use and dismantling of Support & Formwork Design drawings available on site Risk Assessment carried out Support & Formwork inspected: - before use/inspection - before pouring of concrete - weekly whilst in place - before stripping/dismantling. Inspection register kept	
Construction. Regulation 11	Scaffolding	Competent persons appointed in writing to: - erect scaffolding (Scaffold Erector/s) - act as Scaffold Team Leaders - inspect Scaffolding weekly and after inclement weather (Scaffold Inspector/s) Written Proof of Competence of above appointees available on Site Copy of SABS 085 available on Site Risk Assessment carried out Inspected weekly/after bad weather. Inspection register/s kept	
Construction. Regulation 12	Suspended Scaffolding	Competent persons appointed in writing to: - erect Susp.scaffolding (Scaffold Erector/s) - act as Susp.Scaffold Team Leaders - inspect Susp.Scaffolding weekly and after inclement weather (Scaffold Inspector/s) Risk Assessment conducted Certificate of Authorization issued by a registered	

C5 ANNEXURES

Section/ Regulation	Subject	Requirements	1.1.1.2
		professional Engineer available on Site/copy forwarded to the Department of Labour The following inspections of the whole installation carried out by a competent person - after erection and before use - daily prior to use. Inspection register kept The following tests to be conducted by a competent person: - load test of whole installation and working parts every 12 months - hoisting ropes/hooks/load attaching devices quarterly. Tests log book kept Employees working on Susp.Scaffold medically examined for physical & psychological fitness. Written proof available	
Construction. Regulation 13	Excavations	Competent person/s appointed in writing to supervise and inspect excavation work Written Proof of Competence of above appointee/s available on Site Risk Assessment carried out Inspected: - before every shift - after any blasting - after an unexpected fall of ground - after any substantial damage to the shoring - after rain. Inspections register kept Method statement developed where explosives will be/ are used	
Construction. Regulation 14	Demolition Work	Competent person/s appointed in writing to supervise and control Demolition work Written Proof of Competence of above appointee/s available on Site Risk Assessment carried out Engineering survey and Method Statement available on Site Inspections to prevent premature collapse-e carried out by competent person before each shift. Inspection register kept	
Construction. Regulation 16	Materials Hoist	Competent person appointed in writing to inspect the Material Hoist Written Proof of Competence of above appointee available on Site. Materials Hoist to be inspected weekly by a competent person. Inspections register kept.	
Construction. Regulation 17	Caissons & Coffer dams	Competent person appointed in writing to supervise, control & inspect the construction, installation/dismantling of caissons/coffer dams Written Proof of Competence of above appointee available on Site Risk Assessment carried out To be inspected daily by a competent person. Inspections register kept	

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Section/ Regulation	Subject	Requirements	1.1.1.2
Construction. Regulation 18	Explosive Powered Tools	Competent person appointed to control the issue of the Explosive Powered Tools & cartridges and the service, maintenance and cleaning. Register kept of above Empty cartridge cases/nails/fixing bolts returns recorded Cleaned daily after use	

Section/ Regulation	Subject	Requirements	1.1.1.2
Construction. Regulation 19	Batch Plants	Competent person appointed to control the operation of the Batch Plant and the service, maintenance and cleaning. Register kept of above Risk Assessment carried out Batch Plant to be inspected weekly by a competent person. Inspections register kept	
Construction. Regulation 20/ Mine Health & Safety Act (29 of 1996)	Tunnelling	Complying with Mines Health & Safety Act (29 of 1996) Risk Assessment carried out	
Construction. Regulation 21/ Driven Machinery Regulations 18 & 19	Cranes & Lifting Machines Equipment	Competent person appointed in writing to inspect Cranes, Lifting Machines & Equipment Written Proof of Competence of above appointee available on Site. Cranes & Lifting tackle identified/numbered Register kept for Lifting Tackle Log Book kept for each individual Crane Inspection: - All cranes - daily by operator - Tower Crane/s - after erection/6monthly - Other cranes - annually by comp. person - Lifting tackle(slings/ropes/chain slings etc.) - 3 monthly Risk Assessment carried out	
Construction. Regulation 22/Electrical Machinery Regulations 9 & 10/Electrical Installation Regulations	Inspection & Maintenance of Electrical Installation & Equipment (including portable electrical tools)	Competent person appointed in writing to inspect/test the installation and equipment. Written Proof of Competence of above appointee available on Site. Inspections: - Electrical Installation & equipment inspected after installation, after alterations and quarterly. Inspection Registers kept Portable electric tools and -lights and extension leads identified/numbered. Monthly visual inspection by User/Issuer/ Store man. Register kept.	
Construction. Regulation 2 Diving Regulations	Water Environments	Competent person appointed in writing to supervise diving operations and ensure maintenance, statutory inspection and testing by an Approved	

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Section/ Regulation	Subject	Requirements	1.1.1.2
		Inspection Authority of equipment used Written Proof of Competence of above appointee available on Site Proof of registration of all divers present on site available Risk Assessment carried out Diving Manual produced. Available on Site Record of Voice Communications kept Diving Operations record kept Each Diver keeps- a personal logbook. Entries countersigned by the Diving Supervisor Decompression tables available on Site Records of any Decompression illness kept Certificate of Manufacture of any Compression Chamber or Diving Bell in use available on Site	
Construction. Regulation 30/ General Safety Regulation 8(1)(a)	Designation of Stacking & Storage Supervisor.	Competent Person/s with specific knowledge and Appointment Letters designated to supervise all Stacking & Storage Written Proof of Competence of above appointee available on Site	
Construction. Regulation 31/ Environmental Regulation 9	Designation of a Person to Co-ordinate Emergency Planning And Fire Protection	Person/s with specific knowledge and Appointment Letters designated to co-ordinate emergency contingency planning and execution and fire prevention measures Emergency Evacuation Plan developed: - Drilled/Practised - Plan & Records of Drills/Practices available on Site Fire Risk Assessment carried out All Fire Extinguishing Equipment identified and on *register*. Inspected weekly. Inspection Register kept Serviced annually	
Construction. Regulation 32/ General Safety Regulation 3	First Aid	Every workplace provided with sufficient number of First Aid boxes. (Required where 5 persons or more are employed) First Aid freely available Equipment as per the list in the OH&S Act. One qualified First Aider appointed for every 50 employees. (Required where more than 10 persons are employed) List of First Aiders and Certificates Name of person/s in charge of First Aid box/es displayed. Location of F/Aid box/es clearly indicated. Signs instructing employees to report all Injuries/illness including first aid injuries	
Construction. Regulation 33/ General Safety	Personal Safety Equipment (PS-E)	PS-E Risk Assessment carried out Items of PS-E prescribed/use enforced Records of Issue kept	

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Section/ Regulation	Subject	Requirements	1.1.1.2
Regulation 2		Undertaking by Employee to use/wear PS-E	
Construction. Regulation 34/ General Safety Regulation 9	*Inspection & Use of Welding/Flame Cutting Equipment	Competent Person/s with specific knowledge and Appointment Letters designated to Inspect Electric Arc, Gas Welding and Flame Cutting Equipment Written Proof of Competence of above appointee available on Site Equipment identified/numbered and entered into a register Equipment inspected monthly. Inspection Register kept	
Construction. Regulation 35/ Hazardous Chemical Substances (HCS)	*Control of Storage & Usage of HCS	Competent Person/s with specific knowledge and Appointment Letters designated to Control the Storage & Usage of HCS Written Proof of Competence of above appointee available on Site Risk Assessment carried out Register of HCS kept/used on Site	

Section/ Regulation	Subject	Requirements	1.1.1.2
Construction. Regulation 36/Vessels under Pressure Regulations	Vessels under Pressure (VUP)	Competent Person/s with specific knowledge and Appointment Letters designated to supervise the use, storage, maintenance, statutory inspections & testing of VUP's Written Proof of Competence of above appointee available on Site Risk Assessment carried out Certificates of Manufacture available on Site Register of VUP's on Site Inspections & Testing by Approved Inspection Authority (AIA): - after installation/re-erection or repairs - every 36 months. - Register/Log kept of inspections, tests. Modifications & repair	
Construction. Regulation 37	Construction Vehicles & Earth Moving Equipment	Operators/Drivers appointed to: - Carry out a daily inspection prior to use - Drive the vehicle/plant that he/she is competent to operate/drive Written Proof of Competence of above appointee available on Site Record of Daily inspections kept	
Construction. Regulation 38/ General Safety Regulation 13D	Inspection of Ladders	Competent person appointed in writing to inspect Ladders Ladders inspected at arrival on site and monthly there after. Inspections register kept	
Construction. Regulation 39/	Ramps-	Competent person appointed in writing to Supervise the erection & inspection of Ramps-.	

C5 ANNEXURES

Section/ Regulation	Subject	Requirements	1.1.1.2
General Safety Regulation 13B		Inspection register kept	

C5.2 DRAWINGS

The drawings, if any, issued with this tender document are attached in order to give an overview of the term tender project.

Construction drawings will, in terms of the Conditions of Contract, be issued to the Contractor by the Principal Agent, as appropriate, prior to the date for commencement with Works execution, and from time to time as required.

The Works shall be constructed in accordance with the issued design drawing, if any.

The Contractor shall be responsible for the preparation of "as built" drawings and shall ensure that accurate as-built records are kept of all infrastructure installed or relocated during the contract.

All drawings and specifications and copies thereof remain the property of the Employer, and the Contractor shall return all drawings and copies thereof to the Employer at the completion of the contract.

SCHEDULE F

COVID 19 SPECIFICATIONS

The recent Regulations promulgated under the National Disaster Management Act, and the lockdown of 26 March 2020 have closed all construction projects except for those involved with essential infrastructure services and emergency facility preparedness. The Covid-19 pandemic has catapulted the role of health and safety (H&S) into the forefront of all activities. As of the 1st May 2020, the lockdown will be lifted in stages, and certain essential construction projects will commence with work.

As such the Occupational Health and Safety Act No 85 of 1993 and its Regulations require to be complied with. More specifically, the Construction Regulations of 2014 remain applicable and must be adhered to in order to protect the workers.

The Construction Regulations are very specific regarding the roles of stakeholders, namely the client, designers and contractors. Each of these categories have very specific roles and responsibilities and cover both the built environment professionals (BEPs) and contractors. Each have roles in terms of H&S, over and above their contractual and monitoring duties on a project.

LIST OF ABBREVIATIONS

Baseline Risk Assessments - BRA
Built Environment Professionals - BEPs
Bill of Quantities - BoQ
Compensation of Injuries and Diseases Act - COIDA
Construction Regulations - CRs
Department of Employment and Labour - DEL
Health and Safety - H&S
Occupational health and Safety Act - OHSA
Personal Protective Equipment - PPE
Principal Contractors - PC
Site Specific H&S Specification – SSHSS

Contractors would have an H&S system that guides them in terms of their operational requirements, and against their programme of work. Principal contractors would have a full construction H&S officer (CHSO) who would be responsible for the coordination and monitoring of all H&S activities with the site supervision. Ongoing inductions, daily site task instructions (DSTIs) and toolbox talks are some of the tools used to manage daily exposures and risks.

It will be incumbent upon the PC to establish a suitable and sufficient procedures for the identification of potentially infected employees and workers, the management of exposure to the corona virus on the project, including visitors and suppliers. Including a response plan for persons suspected of being infected with or exposed the virus. The procedure is to be applicable to all levels of management and supervision, employees and local labour

As part of this procedure, the contractor is to maintain a register of all employees and workers on the project, including sub-contractor employees and workers, keeping records of the following information as a minimum

The procedure is to take cognizance of the vulnerability of older workers and make provision for additional or more frequent screening of workers above a specified age. A certificate of fitness should be available to make the worker fit for duty, and should be available on site at all times.

A detailed record of all current and previous health conditions, specifically those identified as creating a higher risk for contracting Covid-19, to be kept for all workers. The procedure is to make provision for stringent testing procedures and management of exposure to the virus for workers with higher vulnerability due to underlying health conditions. Such records are confidential and will remain with the Occupational Health facility. A certificate of fitness must be available for each worker on site, including management and contractors

The procedure is to consider the socio-economic status and skill level of workers, taking cognizance of the fact that these may have an impact on the worker's level of exposure to the virus outside of the workplace and the risk of being asymptomatic carriers of the virus to the project/site.
Where accommodation is provided by the contractor/sub-contractor, factors to be considered in the procedure include, *inter alia*:

- Density of occupants to allow for adequate social distancing (minimum 1.5m) in sleeping and dining quarters;
- Restriction on the number of persons using the same sanitary/hygiene facilities;
- Provision of dedicated crockery and cutlery for each occupant, together with a procedure for effective cleaning and safe storage of same and a prohibition on the sharing of utensils;
- Dedicated facilities for safekeeping of personal belongings and abovementioned utensils for each person. Such facilities are to allow for total segregation of belongings and must be easy to sanitize. Provision of such facilities for safekeeping to be accompanied with a procedure for the use and sanitizing of the storage facility to reduce the risk of cross-contamination;
- Facilities for accommodation provided by the contractor to have in place stringent procedures for personal hygiene, ongoing maintenance of sanitizing and social distancing, and
- Additional rules to include a prohibition on the sharing of clothing, towels and other personal belongings, as well as the laundering of clothing for multiple persons at the same time.

Social distancing has been shown to be an effective method to slow down the spread of the corona virus. It will be incumbent on the contractor to ensure that the construction site and facilities are set up in such a way that it will be possible as far as is practicable to maintain the required social distancing of a minimum of 1 metre between persons when at work.

Where it is not possible to maintain the required distance between workers due to the nature of the work activity, e.g. curb laying, confined working areas, rebar tying, preparing wire cages, the contractor will be required to implement, maintain and enforce a procedure to adequately protect such workers against potential infection with the corona virus.

This includes but is not limited to:

- Providing adequate supplies of suitable PPE such as face masks, task specific gloves, safety glasses, disposable/additional coveralls;
- PPE used during multi-person activities to be exchanged immediately after the task is completed;
- Sealed bins to be provided for disposable PPE such as masks, disposable coveralls, disposable gloves, etc.;
- Sealable bags provided to each person for keeping PPE requiring laundering, such as gloves and overalls, and
- Sanitising/washing facilities provided for immediate sanitizing of hard hats, safety glasses, shoes, safety harnesses etc. on completion of multi-person tasks.

LIST OF DRAWINGS:

Architectural Drawings

Plan no	Description
JD 01	Kitchen Joinery
SDP 01	Site Development Plan
CW01	Lower Ground Floor Storey
CW02	Sections and Elevations
CW03	Window and Door Schedules
CW04	Tiling Layout
CW05	Ceiling Layout
CW 06	Gate Detail
SAN01	Sanitary Schedule

Civil and Structural Engineers Drawings

Plan no	Description
KDA-26029-201	Proposed Flo-Drain Layout at Lower Ground Floor
KDA-26029-202	Stormwater Repair Layout to Existing Courtyard
KDA-26029-301	Lower Ground Floor Layout, Sections and Details

ARCHITECT

CIVIL & STRUCTURAL