



# **PIXLEY KA SEME**

## **DISTRICT MUNICIPALITY**

### **GENERAL MAINTENANCE AND REPAIRS OF THE PKSDM BUILDING**

**TENDER NO. TD 07/2021**

### **TENDER DOCUMENT**

*September 2021*

**ISSUED BY:**

**MUNICIPAL MANAGER  
PIXLEY KA SEME DISTRICT MUNICIPALITY  
PRIVATE BAG X1012  
DE AAR  
7000**

**Tel: 053 631 0891  
Fax: 053 631 2529**

**CONTACT PERSON:  
SCM: Desmond Mqhum**

<b>NAME OF TENDERER</b>	
<b>MAAA NUMBER</b>	
<b>TENDERED AMOUNT</b>	

**PIXLEY KA SEME DISTRICT MUNICIPALITY**

**TENDER NO. TD 07/2021**

**GENERAL MAINTENANCE AND REPAIRS OF THE PKSDM BUILDING**

<b>TABLE OF CONTENTS</b>	<b><u>PAGE</u></b>	<b><u>COLOUR</u></b>
<b>FOREWORD</b>	(iii)	white
<b>SUMMARY FOR TENDER OPENING PURPOSES</b>	(iv)	white
 <b><u>THE TENDER</u></b>		
<b>PART T1: TENDERING PROCEDURES .....</b>	<b>A1-2</b>	white
T1.1 TENDER NOTICE AND INVITATION TO TENDER .....	T1-3	white
T1.2 CONDITIONS OF TENDER .....	T1-4	pink
T1.3 TENDER DATA .....	T1-21	pink
 <b>PART T2: RETURNABLE DOCUMENTS .....</b>	 <b>T2-1</b>	 yellow
T2.1 LIST OF RETURNABLE DOCUMENTS .....	T2-4	yellow
T2.2 RETURNABLE SCHEDULES .....	T2-5	yellow
 <b><u>SPECIFICATIONS AND PRICING DATA</u></b>		
<b>PART B1: SPECIFICATIONS .....</b>	<b>B1-1</b>	blue
<b>PART B2: PRICING DATA .....</b>	<b>B1-4</b>	yellow
<b>PART B3: CONTRACT .....</b>	<b>B1-7</b>	yellow

## FOREWORD

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

THE **TENDER** consists of two parts, namely:

- **T1: Tendering procedures** to be complied with by every tenderer submitting a tender offer; and
- **T2: Documents to be returned by the tenderer**, including the returnable schedules and forms to be completed by each tenderer, some of which will eventually be incorporated into the contract between the successful tenderer and the employer.

THE **CONTRACT** consists of three parts, namely:

- **B1: Specifications**
- **B2: Pricing Data;**
- **B3: Contract**

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

## SUMMARY FOR TENDER OPENING PURPOSES

*[To facilitate the reading out of tender parameters at the opening of tenders, the tenderer shall complete this form and submit it with his tender]*

Name of contractor submitting the tender: .....

Postal Address: .....

Street Address: .....

Telephone Number: .....

Cellphone: .....

Facsimile: .....

Tender amount (as stated in the Form of Offer): R .....

Preferences claimed: (a) BBBEE Level of Contribution: .....

Specified time for delivery ..... Weeks

Discounts offered? .....(Yes / No)

Details of discounts offered:

.....  
.....

### Details of contact person:

Name (Print): .....

Telephone No: ..... Fax No : .....

e-mail address : .....

*Note: In the event of conflict between the data provided in this summary and that given in the tender, the latter shall prevail.*

SIGNATURE ON BEHALF OF TENDERER: ..... DATE: .....



**PIXLEY KA SEME DISTRICT MUNICIPALITY**

**TENDER NO. TD 07/2021**

**GENERAL MAINTENANCE AND REPAIRS OF THE PIXLEY KA SEME DISTRICT  
MUNICIPALITY BUILDING**

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**THE TENDER**

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**PART T1 : TENDERING PROCEDURES**

**PART T2 : RETURNABLE DOCUMENTS**

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## PART T1: TENDERING PROCEDURES

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### PART T1: TENDERING PROCEDURES

TABLE OF CONTENTS	PAGE
T1.1 TENDER NOTICE AND INVITATION TO TENDER.....	T1-3
T1.2 STANDARD CONDITIONS OF TENDER.....	T1-4
T1.3 TENDER DATA.....	T1-17



**PIXLEY KA SEME DISTRICT MUNICIPALITY**

**TENDER NO. TD 07/2021**

**GENERAL MAINTENANCE AND REPAIRS OF THE PKSDM BUILDING**

Tenders are hereby invited in terms of Chapter 11 of the Municipal Financial Management Act, 2003 (Act 56 of 2003) as published in government Gazette NO 26019 of 13 February 2004,

Tenders in sealed envelopes and properly marked: "**Tender Number: TD07/2021 GENERAL MAINTENANCE AND REPAIRS OF THE PKSDM BUILDING**" must be delivered to the Municipality and placed in the tender box at the municipal offices in Culvert Road, De Aar, or posted to Pixley Ka Seme District Municipality, Private Bag X1012, De Aar, to reach the mentioned address before **12:00 on Monday, 27 September 2021** directly after which the tenders will be opened and tenderers' names, completion times and amounts will be made public. No tenders or copies of tenders received by e-mail, telefax machine or per telegram will be considered.

Tenderers that submit tenders by courier must make sure that all tender documents be handed in and placed in the tender box. This is not the responsibility of the District Municipality to ensure that the tender is placed in the tender box.

Pixley ka Seme District Municipality reserves the right not to accept any tender. Tenders are subject to the General Conditions of Contract and the Supply Chain Management policy of Pixley ka Seme District municipality.

All SCM related queries must be referred to: **Mr Desmond Mqhum** at tel. 053 631 0891.

Mr. Rodney Pieterse  
Municipal Manager  
Pixley ka Seme District Municipality  
Private Bag X1012  
De Aar  
7000

**NB: The results of this bid will be published on council website as prescribed on the MFMA sec 75(1)(g) and SCM regulations, sec. 23(c)**

**Bidders who download the tender document from the municipal website and e-tender portal are also required to make a non-refundable fee and attach the proof of payment to the tender document upon submission. Failure to do so will result into an automatic disqualification.**

## TENDER NOTICE AND INVITATION TO TENDER

Pixley ka Seme District Municipality, invites registered tenderers to tender for general maintenance and repairs of the Pixley ka Seme District Municipality for a period of **12 months** effective from the date of appointment.

**Tenderers should have a CIDB Contractor grading designation of 2GB or higher.**

### Preferences

Preferences are offered to tenderers who comply with the criteria stated in the Tender Data.

### Tender Documents

- Tender documents are obtainable on **www.pksdm.gov.za & e-tender portal** from 06 September 2021, Monday.
- Price(s) quoted must be firm and must be inclusive of VAT.
- Copy of CSD summary report (not older than 3 months)
- Copy of Tax Compliance Status Pin (TCS)
- Copies of Company Registration Documents (CK) - **Compulsory**
- **For Joint Venture Agreements, attach the CK's of each JV member (if applicable)**
- Certified ID copies of company director/s
- Original or certified copy of valid B-BBEE Certificate or **original** Sworn-Affidavits (failure to submit no points will be awarded) only SANAS accredited or Sworn-Affidavits will be accepted. **(A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification).**
- **Copy of current municipal account for both Director/s & Company (not older than 3 months) or copy of lease agreement from the relevant authority. If the business is operating from the residence of one of the director/s, an original affidavit, certified, must be submitted stating the address of the premises preferably from your local SAPS office.**
- For this purpose, the enclosed Price Schedule must be scrutinised, completed and submitted together with your quotation.
- This quotation will be evaluated in terms of the 80/20 preference point system as prescribed in the Preferential Procurement Policy Framework Act (No. 5 of 2000) and;
- The successful provider will be the one scoring the highest points and will not always be the lowest bidder.
- All certified copies should not be more than three months from the date of the advertisement
- Bids will remain valid for 90 days (ninety) after the tender closing date.
- Price quoted must be firm and must be inclusive of VAT.
- **No clarification meeting will be held and tenderers need to familiarize themselves with the site conditions and district premises.**
- **A non-refundable tender deposit of R400.00 payable to Pixley ka Seme District Municipality, 01 Culvert Road, Industrial Road, De Aar, is required when submitting the tender (attach the proof of payment).**
- The closing time and date for receipt of tenders is 12h00 on 27 September 2021.

**C.1. Telegraphic, telephonic, telex, e-mail, facsimile and late tenders will not be accepted. Requirements for**

**C.2. Sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.**

Queries relating to issues arising from these documents may be addressed to

Mr. Hennie Greeff  
Tel: No. 0824408800  
Fax No. 0536312529  
e-mail: idh@pksdm.gov.za

Mr. Desmond Mqhum  
Tel: 053631 0891  
Fax No. 0536312529  
e-mail: dmqhum@pksdm.gov.za



## STANDARD CONDITIONS OF TENDER

### Notes to tenderer

1. The legislated Standard Conditions of Tender (as published and amended from time to time by the Construction Industry Development Board) are included in their entirety. The District Municipality's special conditions of Tender are shown in italics as amending, deleting or adding to parts of or entire clauses of the Standard Conditions.
2. The Standard conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.
3. Tender Data and Tender Schedules are included separately after the tender conditions.

## CONTENTS

STANDARD CONDITIONS OF TENDER.....	5
C.1. General .....	8
C.1.1 Actions .....	8
C.1.2 Tender Documents .....	8
C.1.3 Interpretation.....	8
C.1.4 Communication and employer's agent .....	9
C.1.5 Cancellation and Re-Invitation of Tenders .....	9
C.1.6 Procurement procedures .....	9
C.2. TENDERER'S OBLIGATIONS.....	10
C.2.1 Eligibility.....	10
C.2.2 Cost of tendering .....	10
C.2.3 Check documents .....	10
C.2.4 Confidentiality and copyright of documents .....	10
C.2.5 Reference documents .....	10
C.2.6 Acknowledge addenda.....	10
C.2.7 Clarification meeting .....	10
C.2.8 Seek clarification .....	10
C.2.9 Insurance.....	10
C.2.10 Pricing the tender offer .....	11
C.2.11 Alterations to documents .....	11
C.2.12 Alternative tender offers .....	11
C.2.13 Submitting a tender offer.....	11
C.2.14 Information and data to be completed in all respects .....	12
C.2.15 Closing time .....	12
C.2.16 Tender offer validity .....	12
C.2.17 Clarification of tender offer after submission .....	12
C.2.18 Provide other material .....	12
C.2.19 Inspections, tests and analysis .....	12
C.2.20 Submit securities, bonds and policies.....	12
C.2.21 Check final draft .....	13
C.2.22 Return of other tender documents.....	13
C.2.23 Certificates .....	13
C.3. The employer's undertakings .....	13
C.3.1 Respond to requests from the tenderer.....	13
C.3.2 Issue Addenda.....	13
C.3.3 Return late tender offers .....	13
C.3.4 Opening of tender submissions .....	13
C.3.5 Two-envelope system .....	13
C.3.6 Non-disclosure.....	14
C.3.7 Grounds for rejection and disqualification .....	14
C.3.8 Test for responsiveness.....	14
C.3.9 Arithmetical errors, omissions and discrepancies .....	14
C.3.10 Clarification of a tender offer .....	15



C.3.11	Evaluation of tender offers .....	15
C.3.12	Insurance provided by the employer .....	15
C.3.13	Acceptance of tender offer .....	15
C.3.14	Prepare contract documents .....	16
C.3.15	Complete adjudicator's contract.....	16
C.3.16	Registration of the award .....	16
C.3.17	Provide copies of the contracts.....	16
C.3.18	Provide written reasons for actions taken .....	16

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## Annexure C

### Standard Conditions of Tender

*(These Standard Conditions of Tender have been reproduced, without any changes, from Annexure C of the CIDB Standard for Uniformity in Construction Procurement, August 2019)*

#### C.3. General

##### C.3.1 Actions

**C. 3.1.1** The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

**C. 3.1.2** The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

*Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.*

*2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.*

**C. 3.1.3** The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

##### C.3.2 Tender Documents

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

##### C.3.3 Interpretation

**C. 3.3.1** The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

**C. 3.3.2** These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

**C. 3.3.3** For the purposes of these conditions of tender, the following definitions apply:

- a) conflict of interest means any situation in which:
  - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill 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 price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;



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

#### **C.3.4 Communication and employer's agent**

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

#### **C.3.5 Cancellation and Re-Invitation of Tenders**

An organ of state may, prior to the award of the tender, cancel a tender if-

- a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.
- d) There is a material irregularity in the tender process.

The decision to cancel a tender must be published in the same manner in which the original tender invitation was advertised.

An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

#### **C.3.6 Procurement procedures**

##### **C. 3.6.1 General**

Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

##### **C. 3.6.2 Competitive negotiation procedure**

**C.3.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.**

**C.3.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information.**

Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

**C.3.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.**

**C.3.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.**

##### **C. 3.6.3 Proposal procedure using the two stage-system**

##### **C.3.6.3.1 Option 1**

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

#### **C.3.6.3.2 Option 2**

Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents. The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

### **C.4. TENDERER'S OBLIGATIONS**

#### **C.4.1 Eligibility**

**C. 4.1.1** Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

**C. 4.1.2** Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

#### **C.4.2 Cost of tendering**

**C. 4.2.1** Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer comply with requirements.

**C. 4.2.2** The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

#### **C.4.3 Check documents**

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

#### **C.4.4 Confidentiality and copyright of documents**

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

#### **C.4.5 Reference documents**

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

#### **C.4.6 Acknowledge addenda**

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary, apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

#### **C.4.7 Clarification meeting**

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

#### **C.4.8 Seek clarification**

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

#### **C.4.9 Insurance**

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.



#### **C.4.10 Pricing the tender offer**

- C. 4.10.1** Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.
- C. 4.10.2** Show VAT payable by the employer separately as an addition to the tendered total of the prices.
- C. 4.10.3** Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.
- C. 4.10.4** State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

#### **C.4.11 Alterations to documents**

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

#### **C.4.12 Alternative tender offers**

- C. 4.12.1** Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.
- C. 4.12.2** Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.
- C. 4.12.3** An alternative tender offer may only be considered in the event that the main tender offer is the winning tender.

#### **C.4.13 Submitting a tender offer**

- C. 4.13.1** Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.
- C. 4.13.2** Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
- C. 4.13.3** Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
- C. 4.13.4** Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
- C. 4.13.5** Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- C. 4.13.6** Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked - financial proposal and place the remaining returnable documents in an envelope marked - technical proposal. Each

envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

**C. 4.13.7** Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

**C. 4.13.8** Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

**C. 4.13.9** Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

**C.4.14 Information and data to be completed in all respects**

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

**C.4.15 Closing time**

**C. 4.15.1** Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

**C. 4.15.2** Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

**C.4.16 Tender offer validity**

**C. 4.16.1** Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

**C. 4.16.2** If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

**C. 4.16.3** Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

**C. 4.16.4** Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".

**C.4.17 Clarification of tender offer after submission**

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

**Note:** *Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.*

**C.4.18 Provide other material**

**C. 4.18.1** Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.

Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

**C. 4.18.2** Dispose of samples of materials provided for evaluation by the employer, where required.

**C.4.19 Inspections, tests and analysis**

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

**C.4.20 Submit securities, bonds and policies**

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.



#### **C.4.21 Check final draft**

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

#### **C.4.22 Return of other tender documents**

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

#### **C.4.23 Certificates**

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

### **C.5. The employer's undertakings**

#### **C.5.1 Respond to requests from the tenderer**

**C. 5.1.1** Unless otherwise stated in the tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

**C. 5.1.2** Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

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

#### **C.5.2 Issue Addenda**

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

#### **C.5.3 Return late tender offers**

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

#### **C.5.4 Opening of tender submissions**

**C. 5.4.1** Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

**C. 5.4.2** Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.

**C. 5.4.3** Make available the record outlined in C.3.4.2 to all interested persons upon request.

#### **C.5.5 Two-envelope system**

**C. 5.5.1** Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

**C. 5.5.2** Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and

any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

#### **C.5.6 Non-disclosure**

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

#### **C.5.7 Grounds for rejection and disqualification**

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

#### **C.5.8 Test for responsiveness**

**C. 5.8.1** Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

**C. 5.8.2** A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

#### **C.5.9 Arithmetical errors, omissions and discrepancies**

**C. 5.9.1** Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

**C. 5.9.2** Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
  - i) line-item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
  - ii) the summation of the prices.

**C. 5.9.3** Notify the tenderer of all errors or omission that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

**C. 5.9.4** Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the line-item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line-item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.



#### **C.5.10 Clarification of a tender offer**

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

#### **C.5.11 Evaluation of tender offers**

The Standard Condition of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Condition of tender are by definition the document that establishes a tenderer's obligation in submitting a tender and the employer's undertakings in solicit and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:

Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice, the interests of the parties.
Transparent	The only ground for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing businesses with the employer, lack of capability of capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

The activities associated with evaluating tender offers are as follows:

- a) Open and record tender offers received
- a) Determine whether or not tender offers are complete
- b) Determine whether or not tender offers are responsive
- c) Evaluate tender offers
- d) Determine if there are any grounds for disqualification
- e) Determine acceptability of preferred tenderer
- f) Prepare a tender evaluation report
- g) Confirm the recommendation contained in the tender evaluation report

##### **C. 5.11.1 General**

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

#### **C.5.12 Insurance provided by the employer**

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

#### **C.5.13 Acceptance of tender offer**

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

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

#### **C.5.14 Prepare contract documents**

**C. 5.14.1** If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

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

**C. 5.14.2** Complete the schedule of deviations attached to the form of offer and acceptance, if any.

#### **C.5.15 Complete adjudicator's contract**

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

#### **C.5.16 Registration of the award**

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the CIDB Register of Projects.

#### **C.5.17 Provide copies of the contracts**

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

#### **C.5.18 Provide written reasons for actions taken**

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



## TENDER DATA

### 1. GENERAL

The Conditions of Tender in Section T1.2. are the Standard Conditions of Tender as contained in Annex C of Government Gazette, Number 42622 dated 8 August 2019 - Standard for Uniformity in Engineering and Construction Works Contracts which contain references to the Tender Data for details that apply specifically to this tender.

The Tender Data in this Section T1.3 shall be read with the Standard Conditions of Tender in order to expand on the Tenderer's obligations and the employer's undertakings in administering the tender process in respect of the project under consideration.

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

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

### 2. TENDER DATA APPLICABLE TO THIS TENDER

<u>Clause number</u>	<u>Wording</u>
--------------------------	----------------

C.1.	GENERAL
------	---------

C.1.2	Tender Documents
-------	------------------

The tender documents issued by the Employer comprise:

a) TENDER DOCUMENT containing the following:

	<b><u>THE TENDER</u></b>
<b>PART T1:</b>	<b>TENDERING PROCEDURES</b>

T1.1	TENDER NOTICE AND INVITATION TO TENDER
T1.2	CONDITIONS OF TENDER
T1.3	TENDER DATA

<b>PART T2:</b>	<b>RETURNABLE DOCUMENTS</b>
-----------------	-----------------------------

T2.1	LIST OF RETURNABLE DOCUMENTS
T2.2	RETURNABLE SCHEDULES

	<b><u>THE CONTRACT</u></b>
<b>PART C1:</b>	<b>AGREEMENTS AND CONTRACT DATA</b>

C1.1	FORM OF OFFER AND ACCEPTANCE
C1.2	CONTRACT DATA

<b>PART C2:</b>	<b>PRICING DATA</b>
-----------------	---------------------

C2.1	PRICING INSTRUCTIONS
C2.2	PRICING SCHEDULE

<b>PART C3:</b>	<b>SCOPE OF WORK</b>
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C3.1	PROJECT SPECIFICATIONS
C3.2	PARTICULAR SPECIFICATIONS

#### **C.1.4 Communication and Employer's Agent**

The Employer's representative is: Mr. Hennie Greeff

Address: Pixley ka Seme District Municipality, Culvert Road, De Aar, 7000.

Tel No: (053) 631 0891

Fax No: (053) 631 2529

Address: Private Bag X1012, De Aar, 7000

Tel No: 053 631 0891

Fax No: 053 631 2529

Cell No: 082 440 8800

E-Mail: idh@pksgdm.gov.za

#### **C.2.1 Eligibility**

**C.2.1.1** Only tenderers who are registered with CIDB and has a grading of 2GB and higher are eligible to submit tenders.

#### **C.2.2 Compensation**

The Employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of attending the site visit and clarification meeting(s) and any testing necessary to demonstrate that aspects of the offer comply with requirements.

#### **C.2.7 Site visit and clarification meeting:**

No clarification meeting is scheduled for this tender.

#### **C.2.8. Variation or deviation**

Any variation or deviation (i.e. qualification) that the tenderer considers necessary must follow the following process:

- Check with the Employer that the qualification is not a point for which clarity should be sent to other tenderers,
- If considered acceptable by the Employer as genuinely giving the tenderer a financial advantage the qualification must be recorded on the applicable returnable Schedule of Deviations or Qualification by Tenderer.

Failure to follow this process could render a tenderer's offer non-responsive in terms of Condition of Tender C.3.8.

#### **C.2.12. Alternative tender offers**

If a tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the employer's standards and requirements, the details of which may be obtained from the Employer's Agent.

Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.

Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.



The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the employer's costs of confirming the acceptability of the detailed design before it is constructed.

**C.2.13 Submitting a tender offer**

C.2.13.3 Tender offers shall be submitted as an original only.

C.2.13.5 The Employer's address:

Location of tender box:

Pixley ka Seme District Municipality  
Culvert Road, Industrial Site  
De Aar  
7000

(wooden box at the reception)

Identification details:

Place the signed original tender offer in a package marked:

Tender No.: **TD 07/2021**

Contract title: **GENERAL MAINTENANCE AND REPAIRS OF THE  
PIXLEY KA SEME DISTRICT MUNICIPALITY BUILDING**

**C.2.15 Closing time**

The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.

**C.2.16 Tender offer validity**

The tender offer validity period is 90 calendar days from the closing time for submission of tenders.

**C.2.23 Certificates**

The following certificates need to be included in the Tender:

- a) A Tax Compliance Status Pin and proof of Central Database Registration CSD registration for the tenderer or for each of the JV partners if tendered in joint venture.

**C.3.4 Opening of tender submissions**

Tender submissions will be opened in the parking lot (COVID-19 regulations to be observed),  
Pixley ka Seme District Municipality  
Culvert Road  
De Aar  
7000

**C.3.11 Evaluation of tender offers**

**C3.11.1 General**

Tender offers will be evaluated on Functionality, Price and Preference.

**F3.11.9 Scoring functionality**

The functionality criteria and maximum score in respect of each of the criteria are as follows:

- a. Demonstrated experience of key personnel in relation to the scope of works.
- b. Any additional requirements as per scope of services.

Description of quality criteria	Maximum number of Tender evaluation points
<b>1. Company Profile (see note 1)</b>  1.1 Previous experience of projects of similar nature i.e., general maintenance and repairs of offices. (1 point per project, maximum 5 points) 1.2 Length of experience measured in years (1 point per year, maximum 5 points) 1.3 Local based office (De Aar - 3 points, Pixley ka Seme District - 2 points, Northern Cape - 1 point) 1.4 Company has adequate resources to support project deliverables (experienced staff numbers, list of equipment owned/leased/rented by company (maximum 12 points)	Max 30
<b>2. Relevant Personnel Experience (see note 2)</b>  2.1 CV's of key personnel (maximum 10 points per comprehensive CV)	Max 20
<b>Total points (see note 6)</b>	50

**Note 1** Information needed with the company profile is reference letters from previous clients stating contract value, description of services, assessment and rating (excellent, acceptable, poor) of service provider. Reference letters should be submitted together with a bid. Attached a copy of municipal account, lease agreement or proof of residence if resides in a tribal land as proof of locality.

**Note 2** Bidders must provide with the CV's of key personnel with a list of current contracts as well as contracts concluded over the past 5 (five) years detailing their involvement and experience in "road condition assessments". Details should include name of client/employer; value of contract; date of award and the start and completion dates. Bidders are expected to have a proven track record in similar projects/services.

Bidders must submit CV's of each of their key staff members. As a minimum, such CV's must detail:

- (i) Name and Surname
- (ii) Qualification(s) – Name(s) of the institution(s) where the qualification(s) was/were obtained and the year(s) obtained.
- (iii) Proof of professional registration.
- (iv) Relevant experience (including role at previous or current clients) (max 2 points)
- (v) Dates during which the service(s) were rendered and/or duration of the projects.

**Qualifying Score** The minimum number of evaluation points for quality is 35, but may be adjusted at the Municipality's discretion in the event that all tenders fail to achieve the threshold.

### C.3.13 Acceptance of tender offer

#### C.3.13.1 Tender offers will only be accepted if:

- a) the tenderer key staff is qualified to do general maintenance and repairs work in buildings,
- b) the tender offer is signed by a person authorized to sign on behalf of the

tenderer;

- c) the tenderer has attached a Tax Compliance Pin Letter;
- d) the tenderer or any of its directors is not listed on the Register of Tender 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; and
- e) the tenderer has completed:
  - i) Declaration of Interest (MBD 4)
  - ii) Declaration of past Bidder's Supply Chain Management practices (MBD 8)
  - iii) Certificate of Independent Bid Determination (MBD 9)
- i) has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.

**C.3.17 Provide copies of the contract**

The Employer will provide the successful tenderer, now the contractor, with one copy of the complete, signed contract document.

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## **PART T2: RETURNABLE DOCUMENTS**

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**PART T2: RETURNABLE DOCUMENTS**

**TABLE OF CONTENTS**

PART T2: RETURNABLE DOCUMENTS..... 1

    T2.1 LIST OF RETURNABLE DOCUMENTS..... 4

    T2.2 RETURNABLE SCHEDULES..... 5

        T2.2.1 RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES ..... 5

        T2.2.2 RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO CONTRACT ..... 21





## **A2.1**

### **LIST OF RETURNABLE DOCUMENTS**

The tender 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 certificates and forms to be provided with the tender are listed in A2.2 hereafter.

The list of returnable documents comprises the following:

1. All the returnable schedules and forms listed in A2.2.1: Returnable schedules required for tender evaluation purposes;
2. All the returnable documents listed in A2.2.2: Returnable schedules that will be incorporated into the Contract;
3. All the returnable forms listed in A2.2.3: Quality evaluation criteria
4. All the forms and agreements in the Contract Data in B1.3 where some of the forms (agreements) need to be completed only by successful tenderer;
5. All the forms in the Specifications and Pricing Data in B1.1 and B1.2.

**A2.2      RETURNABLE SCHEDULES**

**A2.2.1      RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES**

<b><u>FORM</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>PAGE</u></b>
A	CERTIFICATE OF AUTHORITY .....	2-5
B	MBD 2: TAX CLEARANCE CERTIFICATE.....	2-11
C	MBD 4: DECLARATION OF INTEREST.....	2-12
D	MBD 8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES.....	2-15
E	MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION.....	2-17

NOTE:      The tenderer is required to complete each and every schedule and form listed above to the best of his ability, as the evaluation of tenders and the eventual contract will be based on the information provided by the tenderer. Failure of a tenderer to complete the schedules and forms to the satisfaction of the Employer will inevitably prejudice the tender and may lead to rejection on the grounds that the tender is not responsive. The same applies to sections A2.2.2 until A2.2.4.

**FORM A: CERTIFICATE OF AUTHORITY**

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

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

**(I) CERTIFICATE FOR SOLE PROPRIETOR**

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

**Signature** of Sole owner: ..... **Date:** .....

**As Witnesses:** 1.....  
2.....

**(II) CERTIFICATE FOR COMPANY**

I, ....., Managing Director 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 tender and any contract resulting from it, on behalf of the company.

**Managing Director :** ..... **Date:** .....

**As Witnesses:** 1.....  
2.....

(III) 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 this tender ..... 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.*

(IV). CERTIFICATE FOR PARTNERSHIP

We, the undersigned, being the key partners in the business trading as, .....  
..... hereby authorize Mr/Ms .....  
acting in the capacity of ..... , to sign all documents in  
connection with this tender 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.*

(V) CERTIFICATE FOR JOINT VENTURE

a) **RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURE**

**RESOLUTION** of a meeting of the Board of \*Directors / Members / Partners of:

\_\_\_\_\_

\_\_\_\_\_  
(Legally correct full name and registration number, if applicable, of the Enterprise)

Held at \_\_\_\_\_ (place) On \_\_\_\_\_ (date)

**RESOLVED that:**

1. The Enterprise submits a Bid/Tender, in Consortium/Joint Venture with the following Enterprises:

\_\_\_\_\_

\_\_\_\_\_  
(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint Venture)

to the PIXLEY KA SEME DISTRICT MUNICIPALITY in respect of the following project:

\_\_\_\_\_

\_\_\_\_\_  
(Project description as per Bid /Tender Document)

Bid / Tender Number: \_\_\_\_\_ (Bid / Tender Number as per Bid /Tender Document)

2. \*Mr/Mrs/Ms: \_\_\_\_\_

in \*his/her Capacity as: \_\_\_\_\_ (Position in the Enterprise)

and who will sign as follows: \_\_\_\_\_

be, and is hereby, authorised to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.

3. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the District Municipality in respect of the project described under item 1 above.

4. The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the District Municipality in respect of the project under item 1 above:

Physical address: \_\_\_\_\_

(code) \_\_\_\_\_

Postal Address: \_\_\_\_\_

(code) \_\_\_\_\_

Telephone number: \_\_\_\_\_

Fax number: \_\_\_\_\_



	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			

Note:

1. \* Delete which is not applicable
2. **NB.** This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise
3. Should the number of Directors / Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page

**ENTERPRISE STAMP**

**b) SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES**

**RESOLUTION** of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly bid for the project mentioned below: *(legally correct full names and registration numbers, if applicable, of the Enterprises forming a Consortium/Joint Venture)*

1. \_\_\_\_\_  
\_\_\_\_\_
2. \_\_\_\_\_  
\_\_\_\_\_
3. \_\_\_\_\_  
\_\_\_\_\_
4. \_\_\_\_\_  
\_\_\_\_\_
5. \_\_\_\_\_  
\_\_\_\_\_
6. \_\_\_\_\_  
\_\_\_\_\_
7. \_\_\_\_\_  
\_\_\_\_\_

Held at \_\_\_\_\_ (place) on \_\_\_\_\_ (date)

**RESOLVED that:**

- A. The above-mentioned Enterprises submits a Bid in Consortium/Joint Venture to the PIXLEY KA SEME DISTRICT MUNICIPALITY in respect of the following project:

\_\_\_\_\_  
(project description as per Bid / Tender Document)

- B. Mr/Mrs/Ms: \_\_\_\_\_

in \*his/her Capacity as : \_\_\_\_\_ (Position in the Enterprise)

and who will sign as follows: : \_\_\_\_\_

be, and is hereby, authorised to sign the Bid, and any and all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid to the Enterprises in Consortium/Joint Venture mentioned above.

- C. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of: \_\_\_\_\_
- D. The Enterprises to the Consortium/Joint Venture accepts joint and several liability for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the Pixley ka Seme District Municipality in respect of the project described under item A above.
- E. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the District Municipality 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the District Municipality for the due fulfilment of the obligations of the Consortium/Joint Venture as mentioned under item D above.
- F. No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the District Municipality, cede any of its rights or assign any of its obligation under the consortium/joint venture agreement in relation to the Contract with the District Municipality referred to herein.
- G. The Enterprises choose as the *domicilium citandi et executandi* of the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the District Municipality in respect of the project under item A above:

Physical address: \_\_\_\_\_

(code) \_\_\_\_\_

Postal Address: \_\_\_\_\_

(code) \_\_\_\_\_

Telephone number: \_\_\_\_\_ (code)

Fax number: \_\_\_\_\_ (code)

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			

**Note:**

1. \* Delete which is not applicable.
2. NB. This resolution must be signed by all the Duly Authorised Representatives of the Legal Entities to the Consortium/Joint Venture submitting this Bid.
3. Should the number of Duly Authorised Representatives of the Legal Entities joining forces in this Bid exceed the space available above, additional names and signatures must be supplied on a separate page.
4. Resolutions, duly completed and signed, from the separate Enterprises who participate in this Consortium/Joint Venture must be attached to the Special Resolution.
5. Joint Venture Agreement must be attached must be attached to this Bid (refer to page T1-22, F3.13.1 d))

**REGISTRATION CERTIFICATE / AGREEMENT / ID DOCUMENT**

**Important note to tenderer:**

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 T2.1, must be inserted here.



## TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

1. In order to meet this requirement bidders are to be registered on the Central Suppliers Database of SARS, therefore proof of registration will do by submitting a Tax Compliance Status Letter who wish to submit bids.
2. Previously a taxpayer (bidder) was required to submit a valid, original paper Tax Clearance Certificate (TCC), the tax payer/ bidder MUST now submit TAX COMPLIANCE STATUS PIN NO. Bids WILL NOT be considered if the correct PIN NO and Tax Reference Number are not included in this document
3. Applications for the Tax Clearance Certificates MUST be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za) or contact the SARS Contact Centre on 0800007277
4. 3. The bidder (Name) ..... Hereby grants Pixley ka Seme District Municipality permission to use the following TAX COMPLIANCE STATUS PIN NO ..... With reference to the following Tax reference Number.....
5. The bidder (Name) ..... hereby further grants SARS permission to disclose the bidders TAX COMPLIANCE STATUS to Pixley ka Seme District Municipality on an on-going basis during the Contract Term.
6. A bidder who appoints a Sub-Contractor / Joint Venture / Consortia to execute a portion of a contract (Sub-Contractor in excess of National Treasury threshold) must ensure that each appointment is TAX COMPLIANT and remains TAX COMPLIANT for the duration of the contract. Successful bidders must provide Pixley ka Seme District Municipality authority from their appointments confirming that SARS may, on an on-going basis during the contract term, disclose the appointed Sub-Contractor / Joint Venture / Consortia TAX COMPLIANCE STATUS.
7. A bidder who acts on behalf of an undisclosed principal must disclose such a fact upon submission of a bid as well as identity of that principal. The TAX COMPLIANCE STATUS of that principle must be verified in the same manner as that of the bidder. The same principle applies mutatis mutandis to any Sub-Contractor / Joint Venture / Consortia appointed by a successful bidder to execute a portion of a contract.
8. The TAX COMPLIANCE STATUS of all parties must be disclosed and verified if the bidder consists of a partnership.

SIGNATURE OF BIDDER: ..... DATE: .....



**FORM C: MBD 4: DECLARATION OF INTEREST**

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
- the bidder is employed by the state; and/or
  - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

2.1 Full Name of bidder or his or her representative: .....

2.2 Identity Number:.....

2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>, member):

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:

2.5 Tax Reference Number: .....

2.6 VAT Registration Number: .....

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

<sup>1</sup>"State" means -

- (a) 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);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

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

**YES/NO**

2.7 Are you or any person connected with the bidder presently employed by the state?

☐

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: .....

Name of state institution at which you or the person connected to the bidder is employed :

Position occupied in the state institution: .....

Any other particulars:

.....  
.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?

YES/NO

2.7.2.1 If yes, did you attach proof of such authority to the bid document?

YES/NO

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.)

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....  
.....  
.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?

YES/NO

2.8.1 If so, furnish particulars:

.....  
.....  
.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?

YES/NO

2.9.1 If so, furnish particulars.

.....  
.....  
.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

YES/NO

2.10.1 If so, furnish particulars.

.....  
.....  
.....

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES/NO

2.11.1 If so, furnish particulars:

.....  
.....  
.....

**3      Full details of directors / trustees / members / shareholders.**

Full Name	Identity Number	Personal    Income    Tax Reference Number	State Employee Number / Persal Number

**4      DECLARATION**

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.  
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS

DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder



**FORM D: 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 institutions 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 disregarded 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 Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?  <i>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the audi alteram partem rule was applied).</i>  <b>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rate and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.5.1	If so, furnish particulars:		

## CERTIFICATION

I, THE UNDERSIGNED (FULL NAME).....

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

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

.....

**SIGNATURE**

.....

**DATE**

.....

**POSITION**

.....

**NAME OF BIDDER**

**FORM E: MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system and must enable the accounting officer, among others, to:
  - 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 award 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:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

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



## CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

---

**(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<sup>3</sup> 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.

**<sup>3</sup> 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.**

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

**T2.2.2      RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO CONTRACT**

<b><u>FORM</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>PAGE</u></b>
I	MBD 6.1: PREFERENTIAL PROCUREMENT REGULATION 2011 .....	2-26
J	RECORD OF ADDENDA TO TENDER DOCUMENTS.....	2-30
K	AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES.....	2-31

NOTE:      The tenderer is required to complete each and every schedule and form listed above to the best of his ability, as the evaluation of tenderers' capacity to complete the project will be based on the information provided by the tenderer.



**FORM I: MBD 6.1: THIS BID WILL BE ADJUDICATED IN TERMS OF THE 90/10 POINT SYSTEM AS STIPULATED IN THE PREFERENTIAL PROCUREMENT REGULATION 2017**

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

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

**1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to all bids:  
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and

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

1.3 Points for this bid shall be awarded for:  
(a) Price; and  
(b) B-BBEE Status Level of Contribution.

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

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

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

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

**2. DEFINITIONS**

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad - Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a Code of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad- Based Black Economic Empowerment Act;
- (f) **“Functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;

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

- 1) B-BBEE Status level certificate issued by an authorized body or person;
- 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
- 3) Any other requirement prescribed in terms of the B-BBEE Act;

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

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

### 3. POINTS AWARDED FOR PRICE

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

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

**80/20**

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

Where

Ps = Points scored for comparative price of bid under consideration  
Pt = Price of bid under consideration  
Pmin = Price of lowest acceptable bid

### 4. Points awarded for B-BBEE Status Level of Contribution

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

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

### 5. BID DECLARATION

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

#### 6. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contribution: ..... = ..... (maximum of 20 points)

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

## 7 SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

(i) What percentage of the contract will be subcontracted? ..... %

(ii) The name of the sub-contractor? .....

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

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

(Tick applicable box)

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

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

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

## 8 DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm : .....

8.2 VAT registration number: .....

8.3 Company registration number : .....

8.4 TYPE OF COMPANY/ FIRM

[TICK APPLICABLE BOX]

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

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

.....



8.6 COMPANY CLASSIFICATION  
[TICK APPLICABLE BOX]

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

8.7 Total number of years the company/firm has been in business? .....

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

- a. The information furnished is true and correct;
- b. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- c. In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- d. If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
- i) disqualify the person from the bidding process;
- ii) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- iii) 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;
- iv) Recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- v) forward the matter for criminal prosecution

WITNESS

1. ....
2. ....

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

DATE: .....

ADDRESS .....

.....

.....

**FORM J: RECORD OF ADDENDA TO TENDER DOCUMENTS**

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

ADD. No	DATE	TITLE OR DETAILS
1		
2		
3		
4		
5		
6		
7		
8		

**SIGNATURE ON BEHALF OF TENDERER:** .....

**FORM K: AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES**

*(This is not an invitation for amendments, deviations or alternatives but should the tenderer, 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 or alternative offers unless form (a) and (b) has been completed to the satisfaction of the Employer).*

I / We herewith propose the amendments and alternatives 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 Tenderer must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his tender.*

**(b) ALTERNATIVES**

PROPOSED ALTERNATIVE	DESCRIPTION OF ALTERNATIVE

[Notes: (1) *Individual alternative items that do not justify an alternative tender, 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 tender.*  
(3) *Alternative tenders involving technical modifications to the design of the works and methods of construction shall be treated separately from the main tender offer.*

**SIGNATURE ON BEHALF OF TENDERER:** .....



**PIXLEY KA SEME DISTRICT MUNICIPALITY**

**TENDER NO. TD 07/2021**

**GENERAL MAINTENANCE AND REPAIRS OF THE PKSDEM BUILDING**

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## **THE CONTRACT**

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**PART C1: AGREEMENTS AND CONTRACT DATA**

**PART C2: PRICING DATA**

**PART C3: SCOPE OF WORK**

# **PART C1: AGREEMENTS AND CONTRACT DATA**

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PART C1: AGREEMENT AND CONTRACT DATA

TABLE OF CONTENTS		PAGE
C1.1	FORM OF OFFER AND ACCEPTANCE.....	C1-4
C1.1.1	OFFER .....	C1-4
C1.1.2	ACCEPTANCE .....	C1-5
C1.1.3	SCHEDULE OF DEVIATIONS.....	C1-6
C1.1.4	CONFIRMATION OF RECEIPT .....	C1-8
C1.2	CONTRACT DATA .....	C1-9
C1.2.1	CONDITIONS OF CONTRACT.....	C1-9
C1.2.2	CONTRACT SPECIFIC DATA.....	C1-10
C1.2.3	DATA PROVIDED BY THE TENDERER .....	C1-11



C1.1 FORM OF OFFER AND ACCEPTANCE

C1.1.1 OFFER

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

TENDER NO. TD 07/2021 for

GENERAL MAINTENANCE AND REPAIRS OF THE PKSDM FOR A PERIOD OF 12  
EFFECTIVE FROM THE DATE OF APPOINTMENT.

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

By the representative of the Tenderer, deemed to be duly authorized, signing this part of this Form of Offer and Acceptance, the Tenderer 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 PRICES INCLUSIVE OF VALUE ADDED TAX IS:

.....  
.....Rand (In words); R..... (in figures).

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

For the Tenderer:

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

Name and address of organization:

.....  
.....  
.....

Signature and name of witness

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

C1.1.2 ACCEPTANCE

By signing this part of the Form of Offer and Acceptance, the Employer identified below accepts the Tenderer'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 Tenderer's Offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract are contained in

- Part 1 Agreement, and Contract Data, (which include this Agreement)
- Part 2 Pricing Data, including the Pricing Schedule
- Part 3 Scope of Work

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C 1 to C4 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer 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 authorized representative(s) of both parties.

The Tenderer shall within two weeks after receiving the 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 at, or just after, the date 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 when the Tenderer receives one fully completed original copy of this document, including the schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five 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.

For the Employer:

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

Name and address of organization:

.....  
.....  
.....

Signature and name of witness

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



C1.1.3 SCHEDULE OF DEVIATIONS

Notes:

- 1. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
- 2. A Tenderer's covering letter shall not be included in the final contract document. Should any matter in such, letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of, offer and acceptance, the outcome of such agreement shall be recorded here.
- 3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.
- 4. Any change or addition to the tender 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:** .....  
.....

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer 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 tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

FOR THE TENDERER:

FOR THE EMPLOYER

.....	<b>Signature:</b>	.....
.....	<b>Name:</b>	.....
.....	<b>Capacity:</b>	.....
Name and address of organization:		Name and address of organization:
.....		.....
.....		.....
.....		.....
.....	<b>Witness Signature:</b>	.....
.....	<b>Witness Name:</b>	.....
.....	<b>Date:</b>	.....



C1.1.4 CONFIRMATION OF RECEIPT

The Tenderer, (now Contractor), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including Schedule of Deviations (if any) today:

The.....(day) of ..... (month) 20.....(year),  
at.....(place)

For the Contractor:

Signature:.....

Name: .....

Capacity:

Signature and name of witness:

Signature:.....

Name: .....

## **C1.2 CONTRACT DATA**

### **C1.2.1 CONDITIONS OF CONTRACT**

#### **GENERAL CONDITIONS OF CONTRACT**

The General Conditions of Contract for Construction Works, Third Edition, 2015, published by the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685, (Short title: "General Conditions of Contract 2015") is applicable to this Contract and is obtainable from [www.saice.org.za](http://www.saice.org.za).

It is agreed that the only variations from the General Conditions of Contract 2015 are those set out hereafter under "Special Conditions of Contract".

#### **SPECIAL CONDITIONS OF CONTRACT**

##### **1. GENERAL**

These Special Conditions of Contract (SCC) form an integral part of the Contract. The Special Conditions of Contract shall amplify, modify or supersede, as the case may be, the General Conditions of Contract 2015 to the extent specified below, and shall take precedence and shall govern.

The clauses of the Special Conditions hereafter are numbered "SCC" followed in each case by the number of the applicable clause or subclause in the General Conditions of Contract 2015, and the applicable heading, or (where a new special condition that has no relation to the existing clauses is introduced) by a number that follows after the last clause number in the General Conditions, and an appropriate heading.

##### **2. AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT**

###### **SCC 3.1.3 Specific Approval of the Employer required**

The Engineer has to obtain specific approval or consent from the Employer for the decisions in the following clauses:

Clauses 2.2.3; 3.3.1; 3.3.4; 4.7; 5.7.3; 5.8; 5.11; 5.14.1; 5.16.1; 6.3.2; 6.4.1.4; 6.6.1; 6.10.7; 6.11; 7.8.2.2 and 8.2.2.2.

###### **SCC 4.3.1 Compliance with applicable laws**

*Add the following:*

"The Occupational Health and Safety Act No. 85 and Amendment Act No 181 of 1993 and the Construction Regulations 2014 will in all respects be applicable to this contract."

###### **SCC 6.2.3 Validity of performance guarantee**

Performance guarantee means a guarantee issued by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) or by an insurance company duly registered in terms of the Insurance Act, 1998 (Act 35 of 1998).

### C1.2.2 CONTRACT SPECIFIC DATA

The following contract specific data, referring to the General Conditions of Contract for Construction Works, Third Edition, 2015, are applicable to this Contract:

Reference to	Clause	Information
Defects Liability Period	1.1.1.13	12 months
The time for achieving Practical Completion	1.1.1.14	12 months
Name of the Employer	1.1.1.15	Pixley ka Seme District Municipality
Name of the Employer's Agent	1.1.1.16	Mr. Hennie Greeff
Pricing Strategy	1.1.1.26	Re-measurement Contract
Address of the Employer	1.2.1.2	Private Bag X1012 De Aar 7000
Documentation required before commencement with Works execution	5.3.1	4.3 Legal Provisions: Health and Safety Plan
		6.2 Security
		8.6 Insurance
Commencement of Works	5.3.1	Within 14 days of instruction from the Engineer
Time to submit the documentation required before commencement with Works	5.3.2	14 Days
Non-Working Days	5.8.1	Sundays
Special non-working days	5.8.1	All public holidays and year end break
Year end break	5.8.1	From 15 December 2021 until 7 January 2022
Penalty for Delay	5.13.1	R1 000.00 per day or part thereof.
Latent Defect Period	5.16.3	1 Years
Contract Price Adjustment	6.8	Not Applicable
Materials on Site	6.10.1.5	80%
Limit of Retention Money	6.10.3	R50 000.00 or 5% (whichever is the lowest)
Value of Plant and materials supplied by the Employer to be included in the insurance sum	8.6.1.1.2	Not Applicable R0
Professional fees for repairing damage and loss to be included in the insurance sum	8.6.1.1.3	R0
Limit of indemnity	8.6.1.3	R 1 000 000 per claim, claims unlimited

SIGNED ON BEHALF OF TENDERER: .....



C1.2.3 DATA PROVIDED BY THE CONTRACTOR

Reference to	Clause	Information	
Name of the Contractor	1.1.1.9		
Address of the Contractor	1.2.1.2	Physical	
		Postal	
		Email	
		Telephone number	
Fax number			
Security to be provided (Contract Sum includes VAT)	6.2.1	Type of Security (Value Added Tax excluded)	"Yes" or "No"
		Cash deposit of 10% of the Contract Sum	
		Fixed Performance Guarantee of 10% of the Contract Sum	
		Variable Performance Guarantee of 7.5% of the Contract Sum for the first 4 months and 10% of the Contract Sum for the remaining 2 months	
		Retention of 10% of the value of the Works	
		Fixed Performance guarantee of 10% of the Contract Sum plus retention of 5% of the value of the Works	
		Variable Performance Guarantee of 7.5% of the Contract Sum for the first 4 months and 10% of the Contract Sum for the remaining 2 months plus retention of 5% of value of the Works completed.	

SIGNED ON BEHALF OF TENDERER: .....

C1.3 FORM OF GUARANTEE

Project Name: .....

Contract No.: .....

WHEREAS Pixley ka Seme District Municipality (hereinafter referred to as the Employer") entered into, a Contract with:

.....  
(hereinafter called "the Contractor") on the ..... day of ..... 20.....  
For  
.....  
.....

(Give detailed project name)

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

AND WHEREAS ..... has / have at the request of the Contractor, agreed to give such guarantee;

NOW THEREFORE WE ..... do hereby guarantee and bind ourselves jointly and severally as Guarantor and Co-principal Debtors to the Employer under renunciation of the benefits of division and excussion for 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 us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the 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 completion date which the Employer may make, give, concede or agree to under the said Contract.
2. This guarantee shall be limited to the payment of a sum of money.
3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.
4. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, 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.
5. Our total liability hereunder shall not exceed the Guaranteed Sum of .....  
.....Rand (in words); R .....  
(in figures) .....
6. The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon our liability hereunder shall cease.

## OCCUPATIONAL HEALTH AND SAFETY CONDITIONS

1. The Chief Executive Officer of the Contractor shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act (as amended). Should the Contractor assign any duty in terms of Section 16(2), a copy of such assignment shall immediately be provided to the representative of the Employer as defined in the Contract.
2. All work performed on the Employer's premises shall be performed under the supervision of the construction supervisor who understand the hazards associated with any work that the Contractor performs on the site in terms of Construction Regulations 2014.
3. The Contractor shall appoint a Competent Person who shall be trained on any occupational health and safety aspect pertaining to them or to the work that is to be performed.
4. The Contractor shall ensure that he familiarizes himself with the requirements of the Occupational Health and Safety Act and that he, his employees, and any sub-contractors, comply with them.
5. Discipline in the interests of occupational health and safety shall be strictly enforced.
6. Personal protective equipment shall be issued by the Contractor as required and shall be worn at all times where necessary.
7. Written safe work procedures and appropriate precautionary measures shall be available and enforced, and all employees shall be made conversant with the contents of these practices.
8. No substandard equipment/machinery/articles or substances shall be used on the site.
9. All incidents referred to in terms of Section 24 of the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour and the Employer.
10. The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act and into any incident involving a Contractor and/or his employees and/or his sub-contractor/s.
11. No use shall be made of any of the Employer's machinery / plant / equipment / substance / personal protective equipment or any other article without prior arrangement and written approval.
12. No alcohol or any other intoxicating substance shall be allowed on the site. Any person suspected of being under the influence of alcohol or any other intoxicating substance shall not be permitted access to, or allowed to remain on the site.
13. Prior to commencement of any work, verified copies of all documents mentioned in the agreement, must be presented to the Employer.



## PART C3: SCOPE OF WORK

### TABLE OF CONTENTS

<b>1</b>	<b>Section A: General Information .....</b>	<b>5</b>
1.1	Miscellaneous .....	5
<b>2</b>	<b>Employers Objective .....</b>	<b>5</b>
<b>3</b>	<b>Description of the works .....</b>	<b>5</b>
<b>4</b>	<b>DETAILS OF CONTRACT.....</b>	<b>5</b>
<b>5</b>	<b>STANDARD OF WORK .....</b>	<b>5</b>
<b>6</b>	<b>CONSTRUCTION AND MANAGEMENT REQUIREMENTS .....</b>	<b>6</b>
6.1	Construction Programme .....	6
6.2	COMMENCEMENT OF WORK BY OFFICIAL ORDER AND REPORTING .....	6
6.3	SUPERVISION .....	6
6.4	TRANSPORT, ACCOMMODATION AND STORAGE .....	6
6.5	MATERIALS AND SPARE PARTS.....	7
6.6	Management of the environment .....	7
6.7	Existing services.....	7
6.8	Quality Assurance (QA).....	7
6.9	GUARANTEE AND INSURANCES .....	7
<b>7</b>	<b>FEATURES REQUIRING SPECIAL ATTENTION.....</b>	<b>7</b>
7.1	personnel.....	7
7.2	Contractor's EQUIPMENT NEEDED .....	8
7.3	Access to properties.....	8
7.4	Site maintenance.....	8
<b>8</b>	<b>INFORMATION SUPPLIED BY EMPLOYER.....</b>	<b>8</b>
<b>9</b>	<b>section B: PROJECT SPECIFICATIONS .....</b>	<b>12</b>
9.1	SECTION B1: STANDARD AMENDMENTS.....	12
9.2	SECTION B2: PROJECT SPECIFICATIONS, VARIATIONS AND ADDITIONS THERETO .....	12
9.2.1	Assessment Report.....	12
9.2.2	Supply and delivery of electrical items: .....	12
9.3	PAYMENT ITEMS.....	12
<b>10</b>	<b>SECTION C : OCCUPATIONAL HEALTH AND SAFETY .....</b>	<b>16</b>
10.1	INTRODUCTION AND BACKGROUND .....	16
10.1.1	Background .....	16
10.1.2	Purpose of the Pre-construction Health and Safety (H&S) Specification.....	16
10.1.3	Status of the Pre-construction Health and Safety Specification .....	16
10.2	HEALTH AND SAFETY SPECIFICATION .....	16
10.2.1	SCOPE .....	16
10.2.2	INTERPRETATIONS .....	16
10.2.2.1	Application.....	16
10.2.3	MINIMUM ADMINISTRATIVE REQUIREMENTS .....	17
10.2.3.1	Assignment of the CEOs' Responsibility For Health and Safety on Site.....	17
10.2.3.2	Appointment of the Construction Supervisor.....	17
10.2.3.3	Compensation of Occupational Injuries and Diseases Act 130 of 1993 (COIDA) .....	17



10.2.3.4	Occupational Health and Safety Policy .....	17
10.2.3.5	Health and Safety Organogram .....	17
10.2.3.6	Health and Safety Representative(s) .....	17
10.2.3.7	Health and Safety Committees.....	17
10.2.3.8	Health & Safety Audits, Monitoring and Reporting .....	17
10.2.3.9	Emergency Procedures.....	18
10.2.3.10	Accident / Incident Reporting and Investigation.....	18
10.2.3.11	General Record Keeping.....	18
10.2.3.12	Project H&S File .....	18
10.2.4	HEALTH AND SAFETY INDUCTION, TRAINING AND EQUIPMENT.....	19
10.2.4.1	H&S Induction, Awareness and Competency Induction of Site Personnel.....	19
10.2.4.2	First Aid Boxes and First Aid Training.....	19
10.2.4.3	Occupational Health and Hygiene .....	19
10.2.4.4	Alcohol and other Drugs.....	20
10.2.4.5	Personal Protective Equipment (PPE) and Clothing .....	20
10.2.4.6	Fire Extinguishers and Fire Fighting Equipment.....	20
10.2.4.7	Occupational Health and Safety (OHS) Signage.....	20
10.2.5	PRELIMINARY HAZARD IDENTIFICATION AND RISK ASSESSMENT AND PROGRESS HAZARD IDENTIFICATION AND RISK ASSESSMENT .....	20
10.2.6	PERMITS.....	21
10.2.7	SPECIFIC PROJECT REQUIREMENTS.....	21
10.2.7.1	Construction Vehicles and Mobile Plant .....	21
10.2.7.2	Warning signs .....	21
10.2.7.3	Construction Welfare Facilities.....	21
10.2.7.4	General Machinery.....	22
10.2.7.5	Transport of Workers .....	22
10.3	FINANCIAL PROVISION FOR HEALTH AND SAFETY .....	22
10.4	GUIDELINES FOR THE PREPARATION OF A TYPICAL H&S PLAN .....	22
10.4.1	INTRODUCTION .....	22
10.4.2	SAFETY OBJECTIVES FOR THE PROJECT .....	22
10.4.3	ADMINISTRATION.....	23
10.4.4	RISK ASSESSMENTS .....	23
10.4.5	TRAINING .....	23
10.4.6	HOUSEKEEPING ON SITE.....	23
10.4.7	PERSONAL PROTECTIVE EQUIPMENT AND CLOTHING .....	23
10.4.8	FIRST AID .....	24
10.4.9	SAFETY AUDITS/ EVALUATIONS.....	24
10.4.10	SAFE WORK PROCEDURES.....	24
10.4.11	PROJECT H&S FILE .....	24

## SECTION A: GENERAL INFORMATION

### TABLE OF CONTENTS

<b>1</b>	<b>Section A: General Information.....</b>	<b>5</b>
1.1	miscellaneous .....	5
<b>2</b>	<b>employers Objective.....</b>	<b>5</b>
<b>3</b>	<b>description of the works .....</b>	<b>5</b>
<b>4</b>	<b>DETAILS OF CONTRACT .....</b>	<b>5</b>
<b>5</b>	<b>STANDARD OF WORK.....</b>	<b>5</b>
<b>6</b>	<b>CONSTRUCTION AND MANAGEMENT REQUIREMENTS .....</b>	<b>6</b>
6.1	Construction Programme .....	6
6.2	COMMENCEMENT OF WORK BY OFFICIAL ORDER AND REPORTING.....	6
6.3	SUPERVISION .....	6
6.4	TRANSPORT, ACCOMMODATION AND STORAGE .....	6
6.5	MATERIALS AND SPARE PARTS .....	7
6.6	Management of the environment.....	7
6.7	Existing services.....	7
6.8	Quality Assurance (QA).....	7
6.9	GUARANTEE AND INSURANCES.....	7
<b>7</b>	<b>FEATURES REQUIRING SPECIAL ATTENTION.....</b>	<b>7</b>
7.1	personnel.....	7
7.2	Contractor's EQUIPMENT NEEDED .....	8
7.3	Access to properties .....	8
7.4	Site maintenance.....	8
<b>8</b>	<b>INFORMATION SUPPLIED BY EMPLOYER.....</b>	<b>8</b>
<b>9</b>	<b>section B: PROJECT SPECIFICATIONS.....</b>	<b>12</b>
9.1	SECTION B1: STANDARD AMENDMENTS .....	12
9.2	SECTION B2: PROJECT SPECIFICATIONS, VARIATIONS AND ADDITIONS THERETO.....	12
9.2.1	Assessment Report.....	12
9.2.2	Supply and delivery of electrical items:.....	12
9.3	PAYMENT ITEMS .....	12
<b>10</b>	<b>SECTION C : OCCUPATIONAL HEALTH AND SAFETY .....</b>	<b>16</b>
10.1	INTRODUCTION AND BACKGROUND.....	16
10.1.1	Background .....	16
10.1.2	Purpose of the Pre-construction Health and Safety (H&S) Specification.....	16
10.1.3	Status of the Pre-construction Health and Safety Specification .....	16



10.2	HEALTH AND SAFETY SPECIFICATION.....	16
10.2.1	SCOPE.....	16
10.2.2	INTERPRETATIONS.....	16
10.2.2.1	Application.....	16
10.2.3	MINIMUM ADMINISTRATIVE REQUIREMENTS.....	17
10.2.3.1	Assignment of the CEOs' Responsibility For Health and Safety on Site .....	17
10.2.3.2	Appointment of the Construction Supervisor.....	17
10.2.3.3	Compensation of Occupational Injuries and Diseases Act 130 of 1993 (COIDA) .....	17
10.2.3.4	Occupational Health and Safety Policy .....	17
10.2.3.5	Health and Safety Organogram.....	17
10.2.3.6	Health and Safety Representative(s).....	17
10.2.3.7	Health and Safety Committees.....	17
10.2.3.8	Health & Safety Audits, Monitoring and Reporting .....	17
10.2.3.9	Emergency Procedures .....	18
10.2.3.10	Accident / Incident Reporting and Investigation.....	18
10.2.3.11	General Record Keeping .....	18
10.2.3.12	Project H&S File.....	18
10.2.4	HEALTH AND SAFETY INDUCTION, TRAINING AND EQUIPMENT .....	19
10.2.4.1	H&S Induction, Awareness and Competency Induction of Site Personnel .....	19
10.2.4.2	First Aid Boxes and First Aid Training .....	19
10.2.4.3	Occupational Health and Hygiene.....	19
10.2.4.4	Alcohol and other Drugs .....	20
10.2.4.5	Personal Protective Equipment (PPE) and Clothing .....	20
10.2.4.6	Fire Extinguishers and Fire Fighting Equipment.....	20
10.2.4.7	Occupational Health and Safety (OHS) Signage.....	20
10.2.5	PRELIMINARY HAZARD IDENTIFICATION AND RISK ASSESSMENT AND PROGRESS HAZARD IDENTIFICATION AND RISK ASSESSMENT....	20
10.2.6	PERMITS.....	21
10.2.7	SPECIFIC PROJECT REQUIREMENTS .....	21
10.2.7.1	Construction Vehicles and Mobile Plant.....	21
10.2.7.2	Warning signs.....	21
10.2.7.3	Construction Welfare Facilities .....	21
10.2.7.4	General Machinery .....	22
10.2.7.5	Transport of Workers.....	22
10.3	FINANCIAL PROVISION FOR HEALTH AND SAFETY.....	22

10.4	GUIDELINES FOR THE PREPARATION OF A TYPICAL H&S PLAN.....	22
10.4.1	INTRODUCTION .....	22
10.4.2	SAFETY OBJECTIVES FOR THE PROJECT.....	22
10.4.3	ADMINISTRATION .....	23
10.4.4	RISK ASSESSMENTS .....	23
10.4.5	TRAINING.....	23
10.4.6	HOUSEKEEPING ON SITE.....	23
10.4.7	PERSONAL PROTECTIVE EQUIPMENT AND CLOTHING .....	23
10.4.8	FIRST AID .....	24
10.4.9	SAFETY AUDITS/ EVALUATIONS .....	24
10.4.10	SAFE WORK PROCEDURES .....	24
10.4.11	PROJECT H&S FILE .....	24



## **1 SECTION A: GENERAL INFORMATION**

### **1.1 MISCELLANEOUS**

Pixley ka Seme District Municipality is located at 01 Culvert Road, Industrial Site in De Aar and consist of a series of buildings located on the premises.

## **2 EMPLOYERS OBJECTIVE**

Pixley ka Seme District Municipality want to appoint a service provider for a period of twelve-month to supply, deliver, installation and maintenance of electrical equipment as and when needed.

## **3 DESCRIPTION OF THE WORKS**

The service provider will be expected to demonstrate understanding of the work through a systematic assessment methodology, detailed task breakdown and sound safety management practices. The minimum scope of work is guided by, but not limited to, the following:

1. Assessment of electrical installations, compiling assessment report with recommendations and cost estimates included:
  - a) All applicable tests
  - b) Fault location
  - c) Cable identification
  - d) Cable route tracing
  - e) Cable jointing and terminations
  - f) Labelling
2. Labour cost for installation of electrical installations

## **4 DETAILS OF CONTRACT**

The work to be carried out under this contract consists mainly of normal electrical maintenance work e.g. supply of items and replacement thereof.

Note:

- The description of the works that follows is not necessarily complete and shall not limit the work to be carried out under this contract.
- Due to the nature of the works the Contractor will be called upon to do maintenance work as and where needed, in which case the Contractor shall proceed to carry out the work without delay and report the extent of the work carried out.
- Details of the work and estimated quantities of the various types of work to be carried out under the contract are given in Section C2 : Pricing Data.

## **5 STANDARD OF WORK**

All maintenance and repair work will be executed in a workmanlike manner to the satisfaction of the project manager.

The project manager reserves the right to execute such repairs and replacements with his own staff or by any other means.

The contractor will supervise his own workmen, provide his own tools, and where materials are used, this shall comply with the current SABS / SANS specifications, except where otherwise requested by the project manager. The completed repair work and maintenance shall comply with:

- a) The Occupation Health and Safety Act of 1993 as amended and the regulations pertaining to the said act and any SABS / SANS, BS or DIN specifications for materials and installations, which may be applicable.
- b) The SABS code of practice for wiring of premises SANS 10142-1, as amended
- c) Emthanjeni Municipal Regulations, By-laws, Rules and other legal instructions.
- d) Standard Specification of the Council.

In the event of failure of the contractor to maintain and/or repair any installation to the satisfaction of the project manager, the latter reserves the right to make any arrangements necessary, or expedient in regard to the said maintenance and/or repairs to any installation appearing in the schedule attached hereto and the contractor shall be liable to the council for payment of any damage which the council may suffer as a result of the contractor's default or neglect.

## **6 CONSTRUCTION AND MANAGEMENT REQUIREMENTS**

### **6.1 CONSTRUCTION PROGRAMME**

The Contractor shall submit a detailed programme within 7 days after receiving an official order to do maintenance work. The programme shall clearly show the order in which the Contractor proposes to carry out the Work, the anticipated start and end date of activities performing the work.

The programme shall be agreed between the Employer and the Contractor prior to the implementation of the works.

If the construction programme has to be revised in terms of Clause 5.6 of the Conditions of Contract because the Contractor is falling behind in his programme, the Contractor shall submit a revised programme of how he intends to regain lost time to ensure completion of the Works before the Due Completion Date. Any proposals by the Contractor to increase the tempo of work must incorporate positive steps to increase production either by the provision of more labour and plant on the site, or by using the available labour and plant in a more efficient manner.

Failure on the part of the Contractor to submit or to work according to the programme or revised programmes shall be sufficient reason for the Engineer to take steps as set out in sub-clause 9.2 of the conditions of contract.

### **6.2 COMMENCEMENT OF WORK BY OFFICIAL ORDER AND REPORTING**

It will be expected from the successful service provider to start with maintenance work within 14 days after receiving an official order.

The service provider must take note of the working hours of the district municipality. Permission is needed should the contractor wishes to work after hours.

No work shall be commenced without the approval of project manager or the representative of the project manager. Accounts submitted for extra work performed will not be entertained unless accompanied by a copy of such written instruction or order.

It is required of the contractor to report to the representative of the project manager at the offices before commencing with any work to ensure proper liaison and supervision of all work carried out.

The contractor shall not charge or alter the functioning or design of any piece of equipment or part thereof, without the prior written consent of the project manager.

### **6.3 SUPERVISION**

All supervision shall be carried out and facility be kept in such condition that the requirements of the occupational health and safety act no. 85 of 1993 and regulations as amended, is satisfied in all respects. A high quality of cleanliness is required.

Any damages which may occur as a result of poor supervision shall be to the account of the contractor. The contractor will also be held responsible for the safety of all persons working on site.

The contractor will be responsible and answerable for any legal proceeding resulting from non-compliance by him or his staff to act within the boundaries of the facility or such activities associated with the operation of the facility.

### **6.4 TRANSPORT, ACCOMMODATION AND STORAGE**

The contractor shall make all arrangements for transport, accommodation of his workmen and for all the safe storage of his tools, material and vehicles on site. Ablution facilities only will be provided.

All plant and materials stored on site must be suitably protected against deterioration through any cause whatsoever, including damage or loss by theft or otherwise. The contractor shall remain fully responsible for all such plant and materials. The Service Provide is responsible for the safety of the plant and operator at all times. Council will not be responsible for any losses.

All labour and transport costs, including those in connection with the breakdowns due to negligent and /or inadequate servicing on the part of the contractor, or faulty and defective equipment and materials etc. supplied by the contractor shall be for the expense of the contractor.



## **6.5 MATERIALS AND SPARE PARTS**

The council reserves the right to either purchase materials and spare parts for use by and to supply it to the contractor or alternatively to accept the materials and spare parts at prices submitted by the contractor as per this agreement, whichever proves to be the most economical for the council.

## **6.6 MANAGEMENT OF THE ENVIRONMENT**

The contractor must take the utmost care to minimize the impact of his establishment and other construction activities on the environment.

## **6.7 EXISTING SERVICES**

The contractor shall make himself acquainted with the position of all existing services before any excavation or other work likely to affect the existing services is commenced.

The contractor will be held responsible for any damage to known existing services caused by or arising out of his operations and any damage shall be made good at his own expense. Damage to unknown services shall be repaired as soon as possible and liability shall be determined on site when such damage should occur.

## **6.8 QUALITY ASSURANCE (QA)**

The Contractor will be responsible for the production of work that complies with the Specifications to the satisfaction of the Employer's representative or Engineer. He/She will audit to verify that adequate independent checks and tests are being carried out and to ensure that the Contractor's own control is sufficient to identify any possible quality problems, which could cause a delay or failure.

The Contractor shall ensure that efficient supervisory staff, transport, instruments, equipment and tools are available to control the quality of his own workmanship.

## **6.9 GUARANTEE AND INSURANCES**

The contractor shall guarantee all repair work done for a period of twelve months against poor workmanship.

A contractor's liability insurance, insurance of works and third-party insurance shall be submitted to municipality within seven days of acceptance of appointment, this insurance documents shall be kept to date for the duration of the contract and shall be available on request.

## **7 FEATURES REQUIRING SPECIAL ATTENTION**

### **7.1 PERSONNEL**

The Contractor shall employ and provide suitable qualified supervisors and electricians to do electrical maintenance work. Where required in terms of the contract, the Contractor shall provide key persons as listed in Annexure A to perform specific duties. If at any time, a particular key person cannot be made available, the Contractor may engage a replacement who is equally or better qualified to perform the stated duty, subject to the Employer's approval, which approval shall not be unreasonably withheld.

Where the Contractor proposes to utilise a person not named in the Personnel Schedule, he shall submit the name, relevant qualifications and experience of the proposed replacement person to the Employer for approval. Should the Employer not object in writing within 10 days of receipt of such notification, the replacement shall be deemed to have been approved by the Project Manager. Except in the case of replacement resulting from death or where the Employer requests a replacement not provided for by the Contract, the Contractor shall bear all additional costs arising out of or incidental to such replacement.

The Contractor shall take all measures necessary and shall provide accommodation, meals, materials and equipment necessary to enable Personnel to perform their duties in an efficient manner.

It will be the Contractor's responsibility to supervise and provide hands on support in order to ensure that work is done according to the set specifications and programme.



## **7.2 CONTRACTOR'S EQUIPMENT NEEDED**

All vehicles used by the Contractor shall be roadworthy at all times and all drivers and operators shall be in possession of valid drivers' licences.

The contractor must provide all the tools required for the proper execution of the work at his own expenses. He will be responsible for all tools and equipment which is required by the inspector of machinery when inspections are carried out.

The following equipment is required to be available when needed:

- (a) Electrical power tools e.g. Impact/demolition drill and generators including lighting plants
- (b) General maintenance tools and accessories required for the execution of the works as specified in the contract
- (c) General electrical maintenance tools and accessories
- (d) Industrial Wet Vacuum
- (e) 10m Tower Scaffolding
- (f) Ladders
- (g) All consumables
- (h) All safety equipment and PPE required to execute the works.
- (i) All cleaning materials and lubricants will form part of this contract and will be supplied by the contractor at his expense.

## **7.3 ACCESS TO PROPERTIES**

The Contractor shall organize the work in such a manner as to cause the least possible inconvenience to the public and workers of the district municipality.

The Contractor may, with the approval of the Engineer, make arrangements with office occupiers to close off works areas temporarily, provided the Contractor duly notifies the occupiers of the intended closure and duration and shall, as punctually as possible, leave the area at the prescribed time. Where possible, the works area shall be made safe and re-opened during no construction activities.

Barricade, shall be provided by the Contractor to suit the specific conditions. The Contractor shall also comply with all the requirements of the Local Authority with regard to safety, signage and notices to the public.

## **7.4 SITE MAINTENANCE**

During the progress of the work and upon its completion, the works area shall be kept and left in a clean and orderly condition. The Contractor shall at all times store materials and equipment for which he is responsible in an orderly manner, and shall keep the site free from debris and obstruction. Workers shall lunch or have tea breaks only in a designated area with approved refuse and toilet facilities.

## **8 INFORMATION SUPPLIED BY EMPLOYER**

Certain information contained in these contract documents, or any provided separately, is being offered in good faith. However, in the circumstances pertaining to the type of information supplied, no guarantee can be given that all the information is necessarily correct or representative.

The Employer accepts no liability for the correctness or otherwise of the information supplied or for any resulting damages, whether direct or consequential, should it prove during the course of the contract that the information supplied is either incorrect or nor not representative. Any reliance placed by the tenderer on this information shall be at his own risk.

## SECTION B: PROJECT SPECIFICATIONS

### TABLE OF CONTENTS

<b>1</b>	<b>Section A: General Information .....</b>	<b>5</b>
1.1	Miscellaneous .....	5
<b>2</b>	<b>Employers Objective .....</b>	<b>5</b>
<b>3</b>	<b>Description of the works .....</b>	<b>5</b>
<b>4</b>	<b>DETAILS OF CONTRACT .....</b>	<b>5</b>
<b>5</b>	<b>STANDARD OF WORK.....</b>	<b>5</b>
<b>6</b>	<b>CONSTRUCTION AND MANAGEMENT REQUIREMENTS .....</b>	<b>6</b>
6.1	Construction Programme .....	6
6.2	COMMENCEMENT OF WORK BY OFFICIAL ORDER AND REPORTING .....	6
6.3	SUPERVISION .....	6
6.4	TRANSPORT, ACCOMMODATION AND STORAGE .....	6
6.5	MATERIALS AND SPARE PARTS .....	7
6.6	Management of the environment .....	7
6.7	Existing services .....	7
6.8	Quality Assurance (QA).....	7
6.9	GUARANTEE AND INSURANCES .....	7
<b>7</b>	<b>FEATURES REQUIRING SPECIAL ATTENTION .....</b>	<b>7</b>
7.1	Personnel.....	7
7.2	Contractor's EQUIPMENT NEEDED .....	8
7.3	Access to properties .....	8
7.4	Site maintenance .....	8
<b>8</b>	<b>INFORMATION SUPPLIED BY EMPLOYER .....</b>	<b>8</b>
<b>9</b>	<b>section B: PROJECT SPECIFICATIONS.....</b>	<b>12</b>
9.1	SECTION B1: STANDARD AMENDMENTS .....	12
9.2	SECTION B2: PROJECT SPECIFICATIONS, VARIATIONS AND ADDITIONS THERETO.....	12
9.2.1	Assessment Report.....	12
9.2.2	Supply and delivery of electrical items:.....	12
9.3	PAYMENT ITEMS .....	12
<b>10</b>	<b>SECTION C : OCCUPATIONAL HEALTH AND SAFETY .....</b>	<b>16</b>
10.1	INTRODUCTION AND BACKGROUND.....	16
10.1.1	Background .....	16



10.1.2	Purpose of the Pre-construction Health and Safety (H&S) Specification.....	16
10.1.3	Status of the Pre-construction Health and Safety Specification .....	16
10.2	HEALTH AND SAFETY SPECIFICATION.....	16
10.2.1	SCOPE.....	16
10.2.2	INTERPRETATIONS .....	16
10.2.2.1	Application.....	16
10.2.3	MINIMUM ADMINISTRATIVE REQUIREMENTS.....	17
10.2.3.1	Assignment of the CEOs' Responsibility For Health and Safety on Site .....	17
10.2.3.2	Appointment of the Construction Supervisor.....	17
10.2.3.3	Compensation of Occupational Injuries and Diseases Act 130 of 1993 (COIDA) .....	17
10.2.3.4	Occupational Health and Safety Policy .....	17
10.2.3.5	Health and Safety Organogram.....	17
10.2.3.6	Health and Safety Representative(s).....	17
10.2.3.7	Health and Safety Committees .....	17
10.2.3.8	Health & Safety Audits, Monitoring and Reporting .....	17
10.2.3.9	Emergency Procedures .....	18
10.2.3.10	Accident / Incident Reporting and Investigation.....	18
10.2.3.11	General Record Keeping .....	18
10.2.3.12	Project H&S File .....	18
10.2.4	HEALTH AND SAFETY INDUCTION, TRAINING AND EQUIPMENT .....	19
10.2.4.1	H&S Induction, Awareness and Competency Induction of Site Personnel .....	19
10.2.4.2	First Aid Boxes and First Aid Training .....	19
10.2.4.3	Occupational Health and Hygiene.....	19
10.2.4.4	Alcohol and other Drugs .....	20
10.2.4.5	Personal Protective Equipment (PPE) and Clothing .....	20
10.2.4.6	Fire Extinguishers and Fire Fighting Equipment.....	20
10.2.4.7	Occupational Health and Safety (OHS) Signage.....	20
10.2.5	PRELIMINARY HAZARD IDENTIFICATION AND RISK ASSESSMENT AND PROGRESS HAZARD IDENTIFICATION AND RISK ASSESSMENT....	20
10.2.6	PERMITS.....	21
10.2.7	SPECIFIC PROJECT REQUIREMENTS .....	21
10.2.7.1	Construction Vehicles and Mobile Plant.....	21
10.2.7.2	Warning signs.....	21
10.2.7.3	Construction Welfare Facilities .....	21
10.2.7.4	General Machinery .....	22



10.2.7.5	Transport of Workers.....	22
10.3	FINANCIAL PROVISION FOR HEALTH AND SAFETY.....	22
10.4	GUIDELINES FOR THE PREPARATION OF A TYPICAL H&S PLAN.....	22
10.4.1	INTRODUCTION.....	22
10.4.2	SAFETY OBJECTIVES FOR THE PROJECT.....	22
10.4.3	ADMINISTRATION .....	23
10.4.4	RISK ASSESSMENTS .....	23
10.4.5	TRAINING.....	23
10.4.6	HOUSEKEEPING ON SITE.....	23
10.4.7	PERSONAL PROTECTIVE EQUIPMENT AND CLOTHING .....	23
10.4.8	FIRST AID .....	24
10.4.9	SAFETY AUDITS/ EVALUATIONS .....	24
10.4.10	SAFE WORK PROCEDURES .....	24
10.4.11	PROJECT H&S FILE .....	24

## **9 SECTION B: PROJECT SPECIFICATIONS**

### **9.1 SECTION B1: STANDARD AMENDMENTS**

Notes to tenderer

The General Conditions of Contract applicable to this contract are the "General Conditions of Contract for Construction works – 3<sup>rd</sup> Edition 2015, issued by the South African Institution of Civil Engineering and the necessary amendments to the Standard Specifications have been made and included in the Project Specifications contained in this document.

### **9.2 SECTION B2: PROJECT SPECIFICATIONS, VARIATIONS AND ADDITIONS THERETO**

#### **9.2.1 ASSESSMENT REPORT**

The report should be submitted in writing and duly signed off. It must be emailed to the project manager with a copy to registry.

The report should contain at least the following information:

- Date of request;
- General description of the problem as reported;
- Date of assessment;
- Methodology used in locating the fault;
- Description of fault;
- Possible causes thereof;
- Recommended repairs - Items to be replaced/serviced;
- Financial Implication;
- Time frame for repair (including delivery period of materials need).

Repair work and ordering of materials can only commence after receiving confirmation from the project manager.

#### **9.2.2 SUPPLY AND DELIVERY OF ELECTRICAL ITEMS:**

- Supply and delivery of electrical materials as and when needed.
- The items shall only be ordered when receiving an official order from the district municipality for the relevant items.

### **9.3 PAYMENT ITEMS**

#### **A. ASSESSMENT OF ELECTRICAL INSTALLATIONS**

- a) Assessment of electrical installations.

The unit of measurement is the hours needed to perform the assessment and the rate should include all labour and material cost for traveling, conducting the applicable tests needed to locate the fault, identifying cables, route tracing, cable jointing and terminations as well as labeling thereof.

#### **B. COMPILING ASSESSMENT REPORT**

- a) The unit of measurement is the number of reports compiled during the twelve months contract period. The rate should include all labour and material cost in producing the report.

#### **C. SUPPLY OF ELECTRICAL ITEMS**

- a – g Supply of Electrical Items, Plugs and Switches, Wires and Cables, Lights and Fittings, Circuit Breakers, Earth Leakage and Contactors

The unit of measurement is indicated for each item to be supplied and delivered to Pixley ka Seme District Municipality as and when needed. The rate shall include all cost associated with the packaging, handling, transport and delivery thereof. Installation costs will be paid under item D, Labour Rates. The items shall only be ordered when receiving an official order from the district municipality.

**D. LABOUR RATES**

These rates will be applicable as and when the service of such a person(s) is needed which may be necessary for the maintenance and installation of the above items. Labour rates asked for in the price schedule shall make provision for associated costs for supervision, transport and shall include all insurance, allowances, holiday allowances, incentive bonuses, profit, insurance and guarantee cost, overheads, etc. Time sheets, signed by project manager, shall accompany all claims from the contractor for payment for this item.

**E. CONTINGENCY**

Where contingencies are provided in the Pricing Schedule, payment for the work done under such items will be made in accordance with Clause 6.6 of the General Conditions of Contract, 2015 The Employer reserves the right, during the execution of the works, to adjust the stated amounts upwards or downwards according to the work actually done under the item, or the item may be omitted altogether, without affecting the validity of the Contract.



## SECTION C : OCCUPATIONAL HEALTH AND SAFETY

### TABLE OF CONTENTS

<b>12</b>	<b>SECTION C : OCCUPATIONAL HEALTH AND SAFETY .....</b>	<b>16</b>
12.1	INTRODUCTION AND BACKGROUND .....	16
12.1.1	Background.....	16
12.1.2	Purpose of the Pre-construction Health and Safety (H&S) Specification .....	16
12.1.3	Status of the Pre-construction Health and Safety Specification .....	16
12.2	HEALTH AND SAFETY SPECIFICATION.....	16
12.2.1	SCOPE .....	16
12.2.2	INTERPRETATIONS .....	16
12.2.2.1	Application.....	16
12.2.3	MINIMUM ADMINISTRATIVE REQUIREMENTS .....	17
12.2.3.1	Notification of Intention to Commence Construction Work.....	15
12.2.3.2	Assignment of the CEOs' Responsibility For Health and Safety on Site.....	17
12.2.3.3	Appointment of the Construction Supervisor .....	17
12.2.3.4	Compensation of Occupational Injuries and Diseases Act 130 of 1993 (COIDA).....	17
12.2.3.5	Occupational Health and Safety Policy.....	17
12.2.3.6	Health and Safety Organogram .....	17
12.2.3.7	Health and Safety Representative(s).....	17
12.2.3.8	Health and Safety Committees .....	17
12.2.3.9	Health & Safety Audits, Monitoring and Reporting.....	17
12.2.3.10	Emergency Procedures .....	18
12.2.3.11	Accident / Incident Reporting and Investigation.....	18
12.2.3.12	General Record Keeping .....	18
12.2.3.13	Project H&S File .....	18
12.2.4	HEALTH AND SAFETY INDUCTION, TRAINING AND EQUIPMENT.....	19
12.2.4.1	H&S Induction, Awareness and Competency Induction of Site Personnel .....	19
12.2.4.2	First Aid Boxes and First Aid Training.....	19
12.2.4.3	Occupational Health and Hygiene .....	19
12.2.4.4	Alcohol and other Drugs .....	20
12.2.4.5	Personal Protective Equipment (PPE) and Clothing.....	20
12.2.4.6	Fire Extinguishers and Fire Fighting Equipment.....	20
12.2.4.7	Occupational Health and Safety (OHS) Signage .....	20
12.2.5	PRELIMINARY HAZARD IDENTIFICATION AND RISK ASSESSMENT AND PROGRESS HAZARD IDENTIFICATION AND RISK ASSESSMENT .....	20
12.2.6	PERMITS.....	21
12.2.7	SPECIFIC PROJECT REQUIREMENTS.....	21
12.2.7.1	Excavation Work.....	21
12.2.7.2	Construction Vehicles and Mobile Plant .....	21
12.2.7.3	Warning signs.....	21
12.2.7.4	Construction Welfare Facilities .....	21
12.2.7.5	General Machinery .....	22
12.2.7.6	Transport of Workers .....	22

12.3	FINANCIAL PROVISION FOR HEALTH AND SAFETY .....	22
12.4	GUIDELINES FOR THE PREPARATION OF A TYPICAL H&S PLAN .....	22
12.4.1	INTRODUCTION .....	22
12.4.2	SAFETY OBJECTIVES FOR THE PROJECT .....	22
12.4.3	ADMINISTRATION .....	23
12.4.4	RISK ASSESSMENTS.....	23
12.4.5	TRAINING.....	23
12.4.6	HOUSEKEEPING ON SITE.....	23
12.4.7	PERSONAL PROTECTIVE EQUIPMENT AND CLOTHING .....	23
12.4.8	FIRST AID.....	24
12.4.9	SAFETY AUDITS/ EVALUATIONS.....	24
12.4.10	SAFE WORK PROCEDURES .....	24
12.4.11	PROJECT H&S FILE .....	24



## **10 SECTION C : OCCUPATIONAL HEALTH AND SAFETY**

### **THE CLIENT'S PRE-CONSTRUCTION HEALTH AND SAFETY SPECIFICATION**

#### **10.1 INTRODUCTION AND BACKGROUND**

##### **10.1.1 BACKGROUND**

The Construction Regulations to the Occupational Health and Safety Act (Act 85 of 1993) which were promulgated in January 2014 place the onus on the Employer (defined as the Client in terms of the Construction Regulations) to prepare a pre-construction health & safety (H&S) specification, highlighting all risks not successfully eliminated during design.

##### **10.1.2 PURPOSE OF THE PRE-CONSTRUCTION HEALTH AND SAFETY (H&S) SPECIFICATION**

The purpose of the pre-construction H&S specification is to assist with the achievement of compliance with the OHS Act, and in particular with the Construction Regulations, so as to reduce incidents and injuries on the project. The pre-construction specification enables Tenderers to make adequate financial provisions in their tenders to cover the H&S requirements of the project and thereafter, for the Contractor and its sub-contractors to use as the basis for the preparation of the construction phase H&S plan.

The pre-construction specification sets out the basic requirements to be met by the Contractor and all sub-contractors so that the H&S of all persons potentially at risk may receive a priority at least equal to the other facets of the project such as the standard of workmanship, costs, programme, environment, etc.

##### **10.1.3 STATUS OF THE PRE-CONSTRUCTION HEALTH AND SAFETY SPECIFICATION**

The Client's H&S specification will form an integral part of the contract, and Tenderers are required to use it during the tender phase for pricing the preparation a project-specific construction phase H&S plan prior to commencing any work and for pricing the costs of ensuring compliance thereto during the entire construction phase. Tenderers shall forward a copy of the H&S specification to all other persons or organisations who may be preparing to submit prices to the Tenderer during their bidding phase so that they can also price for preparing their own H&S plans relating to their individual operations and for complying with the H&S requirements during the construction phase.

Notwithstanding the fact that the Client's pre-tender H&S specification does not identify all of the H&S risks that may be encountered on the project, Tenderers are required to take cognisance of all potential H&S risks that may be evident from the tender documents namely the conditions of contract, tender drawings, technical specifications and schedules of quantities, and to make the requisite provisions in their tenders for dealing with all of them.

#### **10.2 HEALTH AND SAFETY SPECIFICATION**

##### **10.2.1 SCOPE**

This health and safety (H&S) specification is the Client's H&S specification prepared in accordance with Clause 5 of the Construction Regulations. It covers the requirements for eliminating and mitigating incidents and injuries during the construction phase of the project. The specification addresses legal compliance, hazard identification and risk assessment, risk control, and promoting a health and safety culture amongst those working on the project. The specification also makes provision for the protection of those persons other than employees of the Principal Contractor and Contractors.

##### **10.2.2 INTERPRETATIONS**

###### **10.2.2.1 Application**

This specification is a compliance document drawn up in terms of South African legislation and will therefore be binding on the Contractor. It must be read in conjunction with all of the other contract documentation and also with all the relevant statutory documents. This specification is not intended to over-ride, or in any way to amend, the statutory/regulatory documents and, in the event of there being any conflict, the legislation will take precedence.

###### **Definitions**

The definitions as listed in the Occupational Health & Safety Act 85/1993 and Construction Regulations (January 2014) shall apply to this H&S specification. More specifically, where used in this H&S specification, "Principal Contractor" means the Contractor, "Contractor" means sub-contractors to the Principal Contractor, and "Client" means the Employer or his/her duly appointed Agent.



### **10.2.3 MINIMUM ADMINISTRATIVE REQUIREMENTS**

#### **10.2.3.1 Assignment of the CEOs' Responsibility For Health and Safety on Site**

In terms of Section 16 of the Act, the CEO's of the Client, the Engineer, the Principal Contractor and all other Contractors shall make the requisite assignments of their responsibilities in writing prior to commencement of work on site. It is noted that, in a large organisation, the CEO may decide to assign his responsibilities to a line manager who may in turn assign his responsibilities to another line manager and so on. Annex B to this specification comprises forms which may be used for these assignments. Copies of the completed forms shall be attached to the H&S plan.

#### **10.2.3.2 Appointment of the Construction Supervisor**

The Principal Contractor's CEO (or his duly assigned employee) shall appoint (in writing) a full time competent person to supervise the construction work. One or more competent persons may also be appointed (in writing) to assist the appointed construction supervisor should the Principal Contractor deem it necessary or desirable. The Principal Contractor's and the Contractors' competent persons for the various roles shall fulfil the criteria as defined the Construction Regulations. Copies of these appointments, together with proof of competence of the individuals concerned, shall be attached to the H&S plan. Proof of competencies shall take cognisance of the definition of a "competent person" as set out in the Construction Regulations and may comprise CV's and written motivations/recommendations by the persons' direct report.

#### **10.2.3.3 Compensation of Occupational Injuries and Diseases Act 130 of 1993 (COIDA)**

The Principal Contractor shall, prior to commencing work on site, submit a letter of good standing with its Compensation Insurer to the Client and to the Engineer as proof of registration. All other Contractors shall submit their proof of registration to the Principal Contractor before they commence work on site. Copies of these documents shall be attached to the H&S plan.

#### **10.2.3.4 Occupational Health and Safety Policy**

The Principal Contractor and all other Contractors shall submit to the Client and to the Engineer, a copy of their organisation's H&S Policy signed by their Chief Executive Officer. Each policy must include a description of the organisation and state the H&S objectives and how they will be achieved and implemented by the organisation. Copies of these policies shall be attached to the H&S plan.

#### **10.2.3.5 Health and Safety Organogram**

The Principal Contractor shall submit an organogram, outlining the H&S site management structure including those of all other Contractors. In cases where appointments have not been made, the organogram shall reflect the intended positions, and the names shall be filled in as and when the appointments are made. The organogram shall be updated whenever there are any changes in the site management structure and/or personnel. A copy shall be attached to the H&S plan.

#### **10.2.3.6 Health and Safety Representative(s)**

The Principal Contractor and all other Contractors shall, after due consultation with the parties concerned, ensure that an H&S Representative is appointed in writing as soon as there are 20 persons employed on a site. Additional H&S Representatives are required once the workforce exceeds 50 persons. Annex C may be used for this purpose and copies of the appointments are to be attached to the H&S plan. Each H&S Representative(s) is to be trained to carry out their respective functions and must carry out regular inspections, keep records, and report all findings to the responsible person forthwith, and also at the next H&S meeting. Copies of these documents are to be kept in the Project H&S File.

#### **10.2.3.7 Health and Safety Committees**

Provided that two or more Safety Representatives have been designated, the Principal Contractor shall ensure that one or more Safety Committees are established and that H&S committee meetings are held at least monthly and that minutes are kept on record. Meetings must be convened and chaired by the Principal Contractor's Construction Supervisor. All of the Principal Contractor's and other Contractors' responsible persons and H&S Representatives shall attend the monthly H&S meetings. Contractors shall also have their own internal H&S committees as required in terms of the OHS Act and copies of their agendas and minutes of their meetings shall be forwarded to the Principal Contractor on a monthly basis. Copies of all H&S committees' agendas and minutes are to be kept in the Project H&S File.

#### **10.2.3.8 Health & Safety Audits, Monitoring and Reporting**



The Client shall conduct monthly H&S audits of the construction work operations including a full audit of physical site activities as well as an audit of the administration of H&S. The Principal Contractor is obligated to conduct similar audits on all Contractors that they have appointed. Detailed reports of the audit findings shall be reported on at all levels of project management meetings/forums. Copies of all audit reports shall be kept in the Project H&S File.

#### **10.2.3.9 Emergency Procedures**

The Principal Contractor shall prepare a detailed emergency procedure prior to commencement of work on site and it shall be included in, and form part of, the H&S plan. The procedure shall be updated whenever changes occur and it shall detail the emergency response plans. The emergency procedures shall not be limited to, but shall include, the following key elements:

List of key competent personnel on site;

- Details of the nearest emergency services, including their physical addresses and phone numbers;
- Actions or steps to be taken in the event of each specific type of emergency;
- Information on hazardous materials/situations that may be encountered on site.

Emergency procedures shall include, but shall not be limited to, fire, spills, accidents to employees, use of hazardous substances, bomb threats, major incidents/accidents.

A contact list of all service providers (Fire Department, Ambulance, Police, Medical and Hospital, etc) must be maintained and be readily available to site personnel at all times that there are persons on site i.e. it must not be located in an area which may be inaccessible outside of normal working hours.

The Principal Contractor shall advise the Client and the Engineer in writing forthwith, and thereafter at the project and H&S meetings, of any emergencies that occurred, together with a record of the action taken. Copies of all reports on emergencies shall be kept in the Project H&S File.

#### **10.2.3.10 Accident / Incident Reporting and Investigation**

Each Injury that occurs is to be categorised into first aid, medical, disabling, or fatal and must be reported on the prescribed form (refer Annex D). The Principal Contractor must document in its construction phase H&S plan how it will handle each of these categories of injury. When reporting injuries to the Client, these aforementioned categories shall be used. All injuries shall be investigated by the Principal Contractor, with a report being forwarded to the Client forthwith. All Contractors have to report on the four categories of injuries to the Principal Contractor at least monthly. The Principal Contractor must report all injuries to the Client in the form of a detailed injury report at least monthly and copies of these reports shall be kept in the Project H&S File.

#### **10.2.3.11 General Record Keeping**

The Principal Contractor and all Contractors shall keep and maintain H&S records to demonstrate compliance with this specification, the approved H&S plan, the OHS Act, and the Regulations. The Principal Contractor shall ensure that all records of incidents/accidents, training, inspections, audits, etc. are kept in the Project H&S File stored in a suitable place on site. The Principal Contractor must ensure that every Contractor opens its own H&S file, maintains the file, makes it available to the Principal Contractor and other authorised persons on request and sends copies of the relevant documentation to the Principal Contractor.

The Principal Contractor shall maintain an up to date register of each Contractor engaged in construction work on site giving the Contractors' name and the Responsible Persons' contact details and the number of employees on site. As these details may be subject to frequent change, the register must be updated at least weekly. The register is to be available for inspection.

#### **10.2.3.12 Project H&S File**

The Principal Contractor shall prepare, and update on at least a monthly basis, a properly indexed H&S file for the project. This file will evolve during the construction phase and is to be handed over to the Client on completion of the construction work on site. The Project H&S File shall contain:

- The names and addresses and contact details of the Principal Contractor
- The names and addresses of all other Contractors that worked on the project, copies of their agreements with the Principal Contractor and the type of work that each one is carrying/has carried out.
- The original and all subsequent versions/revisions of the H&S plan and the Annexures and Appendices thereto.
- All information specifically called for in the OHS Act and the Construction Regulations and this specification and any other pertinent information relating to H&S on the project that is considered relevant.



- The geo-science report, design loadings of the structure(s) and methods and sequence of construction issued to the Principal Contractor by the Engineer and/or the Client.
- The safe work procedures developed by the Principal Contractor and all other Contractors.
- Details of any special or unusual materials forming part of the completed works.
- All relevant information concerning the completed works. This information shall comprise the record/"as built" drawings prepared by the Engineer, copies of which will be issued to the Principal Contractor for inclusion in the File, and the operating and maintenance instructions and all relevant information relating to any unusual or special features of the completed works that could affect H&S of the end users. When compiling this data, consideration must be given to all information that may be relevant to possible future alterations and/or demolition of all or part of the works.

#### **10.2.4 HEALTH AND SAFETY INDUCTION, TRAINING AND EQUIPMENT**

##### **10.2.4.1 H&S Induction, Awareness and Competency Induction of Site Personnel**

The Principal Contractor shall ensure that all site personnel, including those of all other Contractors, undergo risk-specific H&S induction training before starting work. A record of attendance at every induction session shall be kept in the Project H&S File. A suitable venue must be made available by the Principal Contractor to accommodate this training.

##### **Awareness of Site Personnel**

The Principal Contractor shall ensure that periodic 'toolbox talks' take place on site. These talks should deal with risks relevant to the construction work at hand. All Contractors shall conduct 'toolbox' talks at least once per week with their own employees. A record of attendance at each 'toolbox talk' shall be kept in the Project H&S File.

##### **Competency of Site Personnel**

All competent persons shall have the knowledge, experience, training, and qualifications specific to the work they have been appointed to supervise, control and/or carry out. This will have to be assessed on a regular basis by, for example, periodic H&S audits, progress meetings, etc. The Principal Contractor will be responsible for ensuring that only competent Contractors are appointed to carry out construction work.

##### **Public and Site Visitor Health & Safety**

Both the Client and the Principal Contractor have a duty in terms of the OHS Act to do all that is reasonably practicable to prevent members of the public and site visitors from being adversely affected by the construction activities.

The Principal Contractor shall ensure that every person working on or visiting the site, as well as the public in general, shall be made aware of the dangers likely to arise from site activities, including the precautions to be taken to avoid or minimise those dangers. Appropriate H&S notices and signs shall be posted up, but this shall not be the only measure taken.

Site visitors must be briefed on the hazards and risks they may be exposed to and what measures are in place or should be taken to control these hazards and risks. A record of these inductions/briefings shall be kept in the Project H&S File .

##### **10.2.4.2 First Aid Boxes and First Aid Training**

The Principal Contractor and all other Contractors shall appoint First Aider(s) in writing. All Contractors with more than 10 employees shall have a trained, certified First Aider on site at all times. The appointed First Aider(s) are to be sent for accredited first aid training. Copies of the valid First Aid certificates for each First Aider are to be kept in the Project H&S File. The Principal Contractor shall provide an on-site First Aid Station with First Aid facilities, including first aid boxes adequately stocked at all times. All Contractors with more than 5 employees shall supply their own first aid box(es).

##### **10.2.4.3 Occupational Health and Hygiene**

Exposure of workers to occupational health hazards and risks is very common in any work environment, especially in construction. Occupational exposure is a major problem and the Principal Contractor must ensure that proper health and hygiene measures are put in place to prevent exposure by any person to hazards such as inhalation, ingestion, absorption, and noise induction. Some of the more common occupational hazards to be considered are cement dust, sun exposure, and noise. In addition, the ergonomic issues relating to repetitive and/or strenuous body and limb movements, must be considered and ameliorated wherever possible. Stress due to tight project schedules has been shown to adversely affect construction workers and this shall be taken into account when planning and managing work schedules. The preventative and/or the amelioration measures shall be addressed in the H&S plan by way of safe work procedures which are to be followed.



#### 10.2.4.4 Alcohol and other Drugs

Alcohol and drug/other substance abuse has been shown to be a problem in the construction industry. No alcohol or other drugs will be allowed on site. No person may be under the influence of alcohol or any other drugs while on the construction site. Any person on prescription drugs must inform his/her superior, who shall in turn report this to the Principal Contractor forthwith. Any person suffering from any illness/condition that may have a negative effect on his/her safety performance must report this to his/her superior, who shall in turn report this to the Principal Contractor forthwith. Any person suspected of being under the influence of alcohol or other drugs must be sent off site immediately, to report back the next day for a preliminary inquiry. A full disciplinary procedure must be followed by the employer concerned and details of the disciplinary action taken must be forwarded to the Principal Contractor for his records.

#### 10.2.4.5 Personal Protective Equipment (PPE) and Clothing

The Principal Contractor shall ensure that all workers are issued with, and wear, hard hats, safe footwear and overalls and specific PPE wherever such equipment is identified in the SWP's as being necessary for particular tasks. The Principal Contractor and all other Contractors shall make provision for, and keep adequate quantities of, SABS approved PPE on site at all times. The Principal Contractor shall clearly outline in the H&S plan the procedures to be taken when PPE or clothing is lost, stolen worn out, or damaged. This procedure applies to all Contractors, as they are all Employers in their own right.

Safety equipment shall be used where applicable (e.g. safety, goggles, boots, harness, etc.) The Contractor, at his/her own expense shall provide such equipment, for his/her employees. The Contractor shall apply the necessary discipline and control to ensure compliance by his workers. All Contractors must ensure that his/her employees are familiar with the existing emergency procedures and must co-operate in any drills or exercises, which might be held.

The Contractor shall maintain good housekeeping standards in the area where he is working for the duration of the contract. At no time must the Contractor interfere with, or put at risk, the functionality of any fire prevention system. Care must also be taken so as to prevent fire hazards. The Contractor is required to issue all staff with standard uniforms. This shall as a minimum include: safety shoes, overalls (clearly marked with Contractor's company logo) and numbered reflective jackets.

#### 10.2.4.6 Fire Extinguishers and Fire Fighting Equipment

The Principal Contractor and all other relevant Contractors shall provide adequate, regularly serviced firefighting equipment located at strategic points on site, specific to the classes of fire likely to occur. The appropriate notices and signs must be posted up as required.

Emergency / fire equipment and extinguishers shall not be obstructed at any time. No person shall perform an unsafe / unhygienic act or operation whilst on Company premises.

#### 10.2.4.7 Occupational Health and Safety (OHS) Signage

The Contractor shall provide adequate on-site H&S signage including, but not limited to, 'no unauthorised entry', 'report to site office', 'site office', 'beware of overhead work', 'hard hat area'.

Signage shall be posted up at all entrances to site as well as on site in strategic locations e.g. access routes, stairways, entrances to structures and buildings, scaffolding, and other potential risk areas/operations.

#### 10.2.5 PRELIMINARY HAZARD IDENTIFICATION AND RISK ASSESSMENT AND PROGRESS HAZARD IDENTIFICATION AND RISK ASSESSMENT

The Principal Contractor and all other Contractors shall cause a hazard identification to be performed by a competent person(s) before commencement of their respective construction work, and the assessed risks shall be documented in the construction phase H&S plan to be submitted for discussion with, and subsequent approval by, the Client. The risk assessments must include:

- A list of all hazards identified as well as potentially hazardous tasks to be carried out;
- A documented risk assessment based on the list of hazards and tasks;
- A set of safe working procedures (method statements) to eliminate, reduce and/or control the risks assessed;
- Details of the PPE and clothing to be worn;
- A monitoring and review procedure of the risk assessments to be carried out on a monthly basis, whenever variation orders are issued or changes made, and whenever the risks change.

The Principal Contractor shall ensure that all other Contractors are informed, instructed and trained, by a competent person regarding all hazards, risks, and the related safe work procedures before any work commences and thereafter at regular intervals if the risks change and/or if new risks are identified.

The Principal Contractor shall be responsible for ensuring that all persons who could be negatively affected by its operations are informed and trained according to the hazards and risks and are conversant with the safe work procedures, control measures, and other related rules such as the 'tool box talk' strategy that is to be implemented.

The Principal Contractor shall immediately notify all other Contractors as well as the Client of any hazardous or potentially hazardous situations that may arise during performance of construction activities.

The Principal Contractor shall keep records as per Clause 9 of the Hazardous Chemical Substances Regulations.

All of the above are to be documented in the H&S plan.

#### **10.2.6 PERMITS**

Permits may be required for certain activities and these are not limited to but may include the following:

- Use of Explosives and Blasting
- Work for which a fall prevention plan is required
- Removal of asbestos materials.
- Disposal of (old type) fire detectors with radioactive elements.
- Decanting/handling of Ammonia.

If and where applicable, the Employer will issue to the Principal Contractor, permits and log books (which log books shall thereafter be kept up to date by the Principal Contractor), for the following installations:

- Boilers
- MV switchgear and chambers/rooms
- MV switchgear outdoor yards
- Lifts

All of the above are to be documented in the H&S plan.

#### **10.2.7 SPECIFIC PROJECT REQUIREMENTS**

##### **10.2.7.1 Construction Vehicles and Mobile Plant**

The Principal Contractor shall ensure that all persons in its employ, all Contractors, and all those that are visiting the site are aware and comply with the site speed restriction(s). Separate vehicle and pedestrian access routes shall be provided, maintained, controlled, and enforced.

The Principal Contractor and all relevant Contractors shall inspect and keep records of inspections of the construction plant used on site. Only authorised/competent persons are to use machinery under proper supervision.

The Principal Contractor shall ensure that all hired plant and machinery used on site is safe for use.

The Principal Contractor shall ensure that operators hired with machinery are competent and that certificates are kept on site in the health & safety file. All relevant Contractors must ensure the same.

##### **10.2.7.2 Warning signs**

The Principal Contractor shall erect and maintain the necessary signs, notices and barricades at strategic points on the boundaries to inform people of the dangers of the construction site.

##### **10.2.7.3 Construction Welfare Facilities**

The Principal Contractor shall supply hand washing facilities, soap, toilet paper, and hand drying material. Waste bins must be strategically placed and emptied regularly. Safe, clean storage areas must be provided for workers to store personal belongings and personal protective equipment. Workers shall not be exposed to hazardous materials/substances while eating.



#### 10.2.7.4 General Machinery

The Principal Contractor and relevant Contractors shall ensure compliance with the Driven Machinery Regulations, which include inspecting machinery regularly, appointing a competent person to inspect and ensure maintenance, issuing PPE or clothing, and training those who use machinery.

#### 10.2.7.5 Transport of Workers

The Principal Contractor and other Contractors shall not:

- Transport persons together with goods or tools unless there is an appropriate area or section to store them;
- Transport persons in a non-enclosed vehicle, e.g. truck; there must be a proper canopy (properly covering the back and top) with suitable sitting area. Workers shall not be permitted to stand or sit at the edge of the transporting vehicle.
- Transport workers in bakkies unless they are closed/covered and have the correct number of seats for the passengers.

### 10.3 FINANCIAL PROVISION FOR HEALTH AND SAFETY

Tenderers (including those sub-contractors and/or suppliers who are preparing prices/quotations for submission to the main Tenderer) must ensure that they make adequate financial provision in their tenders for full compliance with the OHS Act, the Regulations thereto and this H&S specification. Financial provision shall therefore be made by each Tenderer for, inter alia, the following:

- Carrying out and documenting risk assessments of all work to be carried out under the contract.
- Preparation of safe work procedures for all work to be carried out under the contract.
- Preparation of an H&S plan, discussing it with the Client, and then amending it as agreed.
- Preparation for and conducting "toolbox talks" with relevant employees.
- Induction and training as and where required.
- Preparation of a Project H&S File.
- Regular updating of all of the foregoing.
- Provision of PPE and protective clothing for employees
- Complying with all H&S requirements for the duration of the contract.

To enable the Client to be appraised of the allowances that Tenderers have made for H&S in their tenders, so that he/she can fulfil his/her obligations in terms of the Construction Regulations, the following H&S items have been included in the Schedules of Quantities and must be individually priced:

- Fixed Charge Item for the preparation of risk assessments, safe work procedures, the project H&S File, the H&S plan, the provision of PPE and protective clothing, and any other H&S matters that the contractor deems necessary.
- Fixed Charge Item for completing and checking the Project H&S File and handing over to the Client on completion of the works.
- Time Related Item for updating and amending the risk assessments, safe work procedures, the project H&S File, the H&S plan, the provision of PPE and protective clothing and any other H&S matters that the contractor deems necessary.
- Time Related Item for full compliance with all H&S matters during the construction of the works under the contract.

Failure by a Tenderer to submit realistic prices for the scheduled H&S items may prejudice his tender.

### 10.4 GUIDELINES FOR THE PREPARATION OF A TYPICAL H&S PLAN

The following information is purely a guideline and is presented in order to give an indication as to what could be included in an H&S plan for a typical project. This information does not form part of the H&S specification for this particular project as it is just a basic outline and it must be adapted and expanded to suit the actual structure of the contractor's organisation and also the specific nature of the project.

#### 10.4.1 INTRODUCTION

- Give any background information believed to be relevant to H&S on the project.
- Give a brief description of the contents of the H&S plan.

#### 10.4.2 SAFETY OBJECTIVES FOR THE PROJECT

- List all goals in terms of safety that should be achieved on this project. Examples could be:



- Training of employees in respect of safety and creation of accountability.
- Creation of a working environment with high safety awareness.
- Avoidance of all accidents.
- Compliance with all legal requirements.

#### 10.4.3 ADMINISTRATION

- Some examples of the administration tasks to be performed in terms of the H&S plan could be:
  - Notification of the Department of Labour of work to be done once the letter of acceptance has been received and before commencement of construction.
  - Assignment of H&S responsibilities by the CEOs.
  - Appointment of the construction supervisor for the project.
  - Appointment of a safety officer(s) and safety committee(s).
  - Compilation of a list of all emergency telephone numbers.
  - Keeping of records of site safety statistics.
  - Maintenance of an up-to-date project H&S file in which all H&S records are kept.
  - Carrying out of monthly safety audits.
  - Compilation of the Project H&S File and what will be in it and when and why it will be updated.

#### 10.4.4 RISK ASSESSMENTS

List the various types of work activities to be carried out and set up risk assessment forms for each of these. The outcome from the risk assessment forms must be a set of safe working procedures to ensure safety and protection of health from the hazards identified. This planned set of safe working procedures will then form the basis of staff and visitors' H&S training.

Some standard risk assessment forms and safe work procedures for various construction activities have been developed by SAFCEC and SAFCEC members have access to them from their web site. Additional forms will need to be drawn up for activities not covered by the standard forms.

Details of these risk assessments and all safe work procedures must be attached as Appendices to the H&S plan, however a list of all risk assessments must be given in this section of the H&S plan.

#### 10.4.5 TRAINING

Induction Training (General and job-specific)

- All employees who will work on the site, including sub-contractors' employees, and all visitors to site must undergo H&S induction training and must sign for it and must carry proof that they have received this training.
- Details of job-specific induction training to be carried out.
- Detail aspects in the plan in terms of general, as well as for job-specific training that will be given and how the training will be done.
- On-going Training
- Give details of any additional training (if any) that will be given to employees.

Some guidelines for "toolbox talks" covering various construction activities have been developed by SAFCEC and SAFCEC members have access to them from their web site. Additional procedures will need to be drawn up for activities not covered by the guidelines.

#### 10.4.6 HOUSEKEEPING ON SITE

State what steps will be taken to minimise H&S risks on site through good housekeeping practice, such as:

- Lighting.
- Ventilation.
- Stacking and storage practices.
- Management of waste products and the removal thereof.
- General tidiness of site.

#### 10.4.7 PERSONAL PROTECTIVE EQUIPMENT AND CLOTHING

State what will be issued to, and worn by site staff, for example:

- Hard hats

- Steel toe safety shoes
- Overalls
- Gloves
- Eye protection

#### **10.4.8 FIRST AID**

State that a first aid box/es will be adequately stocked in terms of the OSHA requirements. State that an adequately trained (in first aid skills) member of staff in terms will be on site at all times. Describe details of first aid training that will be given (if any).

#### **10.4.9 SAFETY AUDITS/ EVALUATIONS**

State how monthly safety audits / evaluations will be done and by whom. State that the H&S plan will be a "living" document in that it will be improved and updated as when changes occur and as the project progresses.

#### **10.4.10 SAFE WORK PROCEDURES**

List all safe work procedures and attach copies of them as Appendices.

#### **10.4.11 PROJECT H&S FILE**

Provide a list of contents.

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**PART C2: PRICING DATA**

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PART C2 : PRICING DATA

TABLE OF CONTENTS		PAGE
C2.1	PRICING INSTRUCTIONS .....	C2-3
C2.2	PRICING SCHEDULE.....	C2-6

## **C2.1 PRICING INSTRUCTIONS**

### **1. GENERAL**

The Pricing Schedule forms part of the Contract Documents and must be read and priced in conjunction with all the other documents comprising the Contract Documents, which include the Conditions of Tender, Conditions of Contract, the Specifications (including the Project Specification) and the Drawings.

### **2. DESCRIPTION OF ITEMS IN THE SCHEDULE**

The Pricing Schedule has been drawn with a short description of the items in the Pricing Schedule are for identification purposes only. The corresponding measurement and payment clause of the Particular Specifications, read together with the relevant clauses of the Project Specification and directives on the drawings, set out what ancillary or associated work and activities are included in the rates for the operations specified.

The item numbers appearing in the Pricing Schedule refer to the corresponding item numbers in the Project Specifications as per the Scope of Work.

### **3. QUANTITIES REFLECTED IN THE SCHEDULE**

The quantities given in the Pricing Schedule are estimates only, and subject to remeasuring during the execution of the work. The Contractor shall obtain the Engineer's detailed instructions for all work before ordering any materials or executing work or making arrangements for it.

The Works as finally completed in accordance with the Contract shall be measured and paid for as specified in the Pricing Schedule and in accordance with the General and Special Conditions of Contract, the Specifications and Project Specifications and the Drawings. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste.

The validity of the contract will in no way be affected by differences between the quantities in the Pricing Schedule and the quantities finally certified for payment.

### **4. PROVISIONAL SUMS**

Where Provisional sums or Prime Cost sums are provided for items in the Pricing Schedule, payment for the work done under such items will be made in accordance with Clause 6.6 of the General Conditions of Contract, 2015. The Employer reserves the right, during the execution of the works, to adjust the stated amounts upwards or downwards according to the work actually done under the item, or the item may be omitted altogether, without affecting the validity of the Contract.

The Tenderer shall not under any circumstances whatsoever delete or amend any of the sums inserted in the "Amount" column of the Pricing Schedule and in the Summary of the Pricing Schedule unless ordered or authorized in writing by the Employer before closure of tenders. Unauthorized changes made by the Tenderer to provisional items in the Pricing Schedule, or to the provisional percentages and sums in the Summary of the Pricing Schedule, will not be tolerated.

## 5. PRICING OF THE PRICING SCHEDULE

The prices and rates to be inserted by the Tenderer in the Pricing Schedule shall be the full inclusive prices to be paid by the Employer for the work described under the several items, and shall include full compensation for all costs and expenses that may be required in and for the completion and maintenance during the Defects Liability Period of all the work described and as shown on the drawings as well as all overheads, profits, incidentals and the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Tender is based.

Each item shall be priced and extended to the "Total" column by the Tenderer, with the exception of the items for which only rates are required, or items which already have Prime Cost or Provisional Sums affixed thereto. If the Contractor omits to price any items in the Pricing Schedule, then these items will be considered to have a nil rate or price.

All items for which terminology such as "inclusive" or "not applicable" have been added by the Tenderer will be regarded as having a nil rate which shall be valid irrespective of any change in quantities during the execution of the Contract.

The Tenderer shall fill in rates for all items where the words "rate only" appear in the "Total" column. "Rate Only" items have been included where:

- (a) an alternative item or material is contemplated;
- (b) variations of specified components in the make-up of a pay item may be expected; and
- (c) no work under the item is foreseen at tender stage but the possibility that such work may be required is not excluded.

For "Rate Only" items no quantities are given in the "Quantity" column but the quoted rate shall apply in the event of work under this item being required. The Tenderer shall however note that in terms of the Tender Data the Tenderer may be asked to reconsider any such rates which the Employer may regard as unbalanced.

All rates and amounts quoted in the Pricing Schedule shall be in rands and cents and shall include all levies and taxes (other than VAT). VAT will be added in the summary of the Pricing Schedule.

It will be assumed that prices included in the Pricing Schedule are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to [www.stats.org.za](http://www.stats.org.za) or [www.iso.org](http://www.iso.org) for information on standards)

## 6. CORRECTION OF ENTRIES

Incorrect entries shall not be erased or obliterated with correction fluid but must be crossed out neatly. The correct figures must be entered above or adjacent to the deleted entry, and the alteration must be initialed by the Tenderer.

## 7. ARITHMETICAL ERRORS

Arithmetical errors found in the Pricing Schedule as a result of faulty multiplication or addition, will be corrected by the Engineer at the tender evaluation stage, as set out in the Tender Data.

## 8. MONTHLY PAYMENTS

Unless otherwise specified in the Specifications and Project Specifications, progress payments in Interim Certificates, referred to in Clause 6.10 of the General Conditions of Contract 2010, in respect of "sum" items in the Pricing Schedule shall be by means of interim progress installments assessed by the Engineer and based on the measure in which the work actually carried out relates to the extent of the work to be done by the Contractor.

## 9. UNITS OF MEASUREMENT

The units of measurement described in the Pricing Schedule are metric units for which the standard



international abbreviations are used. Non-standard abbreviations which may appear in the Pricing Schedule are as follows:

%	=	percent
H	=	hour
ha	=	hectare
kg	=	kilogram
kl	=	kilolitre
km	=	kilometre
km-pass	=	kilometre-pass
kPa	=	kilopascal
kW	=	kilowatt
l	=	litre
m	=	metre
mm	=	millimetre
m <sup>2</sup>	=	square metre
m <sup>2</sup> -pass	=	square metre-pass
m <sup>3</sup>	=	cubic metre
m <sup>3</sup> -km	=	cubic metre-kilometre
MN	=	meganewton
MN.m	=	meganewton-metre
MPa	=	megapascal
No.	=	number
Prov sum	=	Provisional sum
PC sum	=	Prime Cost sum
R/only	=	Rate only
sum	=	lump sum
t	=	ton (1000 kg)
W/day	=	Work day

10. DEFINITIONS

For the purpose of these Bills of Quantities, the following words shall have the meanings hereby assigned to them:

- Unit: The unit of measurement for each item of work as defined in the SABS 1200 Standard Specification for Civil Engineering Construction.
- Quantity: The number of units of work for each item.
- Rate: The agreed payment per unit of measurement.
- Amount: The product of the quantity and the agreed rate for an item.
- Lump sum: An amount for an item, the extent of which is described in the Bills of Quantities but the quantity of work of which is not measured in any units.

C2.2 PRICING SCHEDULE

TABLE OF CONTENTS	PAGE
BILL OF QUANTITIES .....	C2-7

## SCHEDULE OF QUANTITIES

GENERAL MAINTENANCE AND REPAIRS OF THE PIXLEY KA SEME DISTRICT MUNICIPALITY BUILDING					
Item Nr.	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
(a)	Replacement of toilets (toilet seats) including sanitary fittings and broken pipes	No.	8	R	R
(b)	Replacement of cisterns including sanitary fittings and broken pipes	No.	8	R	R
(c)	Replacement of waste pipes including clamps and fittings				
	(i) P-traps	No	4	R	R
	(ii) S-traps	No	8	R	R
	(iii) L-flush pipe	No	4	R	R
	(iv) 40mm waste pipe exposed	m	2	R	R
	(v) 50mm waste pipe exposed	m	2	R	R
	(vi) 40mm waste pipe within walls	m	2	R	R
	(vii) 50mm waste pipe within walls	m	2	R	R
(d)	Replacement of water pipes within walls or floor including fittings for:				
	(i) 15mm polycop with 15mm Class 2 copper pipe	m	10	R	R
	(ii) 20mm polycop with 20mm Class 2 copper pipe	m	5	R	R
(e)	Replacement of carpets with laminating flooring in offices (including aluminium T-Piece/ expansion at doors)	m <sup>2</sup>	460	R	R
(f)	Replacement of existing wall/floor tiles in building with Ceramic Tiles including screed for	m <sup>2</sup>	50	R	R
	(i) Vinyl tiles with Ceramic Floor Tiles	m <sup>2</sup>	20	R	R
	(ii) Ceramic tiles with Ceramic Floor Tiles				
(g)	Skirtings 70x19mm Wrought meranti skirting	m	280	R	R
(h)	Quarter rounds 19mm	m	280	R	R
(i)	Painting of offices	m <sup>2</sup>	400	R	R
(j)	Wall Tiles	m <sup>2</sup>	50	R	R



Item Nr.	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
(k)	Ceiling board repairs and replacement for				
	(i) Rhino board ceilings,	m <sup>2</sup>	50	R	R
	(ii) Suspended ceiling boards	m <sup>2</sup>	50	R	R
(l)	Partition of wall	m <sup>2</sup>	15	R	R
(m)	Vertical Blinds for windows height of 1,2m to 2m and width of:	No.	5	R	R
	(iii) 0,9m	No.	5	R	R
	(iv) 1,5m	No.	5	R	R
	(v) 1,8m				
(n)	Replacement of weathered face brick work	m <sup>2</sup>	5	R	R
(o)	Labour Rates				
	(vi) Water proofing skilled labourer	Day	2	R	R
	(vii) Painter	Day	2	R	R
	(viii) Artisan (tiler, carpenter, builder)	Day	15	R	R
	(ix) Labourer	Day	30	R	R
Sub Total (Excluding VAT)					R
CONTINGENCIES-ADD					R 20 000-00
Sub Total (Excluding VAT)					R
VALUE - ADDED TAX (VAT) @ 15%					R
Total TENDERED sum (including VAT)					R



14 April 2021

To whom it may concern

(053) 807 8215

Dear Madam/Sir

SUBJECT: CONFIRMATION OF BANKING DETAILS

PIXLEY KA SEME DISTRICT MUNICIPALITY

ACCOUNT NUMBER: 041718046

We hereby confirm that we hold the above-mentioned account in our books. The details are as follows:

Account name: PIXLEY KA SEME DISTRICT MUNICIPALITY

Account no: 041718046

Branch name: Kimberley

Branch code: 050002

Type of account: BUSINESS CURRENT Account

Should you have any queries, please do not hesitate to contact the writer.

Yours Sincerely,

Gail Ruiters  
Account Executive: Public Sector  
Kimberley Business Centre  
Northern Cape

Standard Bank 1st Floor cnr Bultfontein & Lennox Street Kimberley 8301 / PO Box 626 Kimberley 8300 South Africa

The Standard Bank of South Africa Limited (Reg No. 1962/000738/06) Authorised financial services and registered credit provider (NCRCP15)

Directors: TS Gcabashe (Chairman) SK Tshabalala\* (Chief Executive) RMW Dunne#  
BJ Kruger\* Adv. KD Moroka Dr. ML Oduor-Otieno## AC Parker ANA Peterside COH### SP Ridley\* MJD Ruck PD Sullivan#### BS Tshabalala EM Woods

Company Secretary: Z Stephen 01/01/2016

Executive Director: #British ##Kenyan ###Nigerian ####Australian

Standard Bank Moving Forward™

