



**DRAKENSTEIN**

MUNISIPALITEIT • MUNICIPALITY • UMASIPALA

Paarl | Wellington | Gouda | Saron | Simondium

**REQUEST FOR FORMAL WRITTEN PRICE QUOTATION - GOODS**

**Requirements between R 30,000 (incl VAT) and R 300,000 (incl VAT)**

**QUOTATION NUMBER: BK009 (DIC0037703) (RE-ADVERTISE)**

**QUOTATION TITLE: INTERIOR PAINTING & MINOR REPAIRS AT OLD MILL STREET THEATRE.**

**CLOSING DATE AND TIME: 06 MARCH 2024 AT 10:00.**

<b>NAME OF BIDDER</b>	
<b>TOTAL BID PRICE (INCL VAT)</b>	

**ISSUED BY:**

Department: Financial Services  
Supply Chain Management Division  
Civic Centre, 2<sup>nd</sup> floor  
PAARL

**CONTACT FOR TECHNICAL ENQUIRIES:**

NOXOLO GWADISO  
Engineering Services  
Tel no: 021-807 4713  
Cell no: 073 275 2345

## **INDEX PAGE**

### **PART A: REQUIREMENTS IN TERMS OF REGULATORY FRAMEWORK**

1. Details of bidder
2. Invitation to bid (MBD 1)
3. Declaration of interest (MBD 4)
4. Preference claim form in terms of the Preferential Procurement Regulations 2022 and Council's Preferential Procurement Policy (MBD 6.1)
5. Declaration of bidder's past supply chain management practices (MBD 8)
6. Certificate of independent bid determination (MBD 9)
7. Certificate for municipal services and payments to service providers
8. Responsiveness criteria

### **PART B: TECHNICAL SPECIFICATIONS, PRICING SCHEDULE AND CHECKLIST**

9. Scope of works
10. Pricing schedule (MBD 3.1)
11. Checklist for completeness

**PART A: REQUIREMENTS IN TERMS OF REGULATORY FRAMEWORK**

**MBD 1: PART A**

**DETAILS OF BIDDER (THE FOLLOWING PARTICULARS MUST BE FURNISHED)**

Name of firm / entity / enterprise			
Trading as (if different from above)			
Drakenstein supplier database registration number			
Postal address of enterprise		Line 1 : _____ Line 2: _____ Town/city _____ Postal code: _____	
Physical address of enterprise		Line 1 : _____ Line 2: _____ Town/city _____	
B-BBEE Status level verification certificate [Tick applicable box]	<input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE Status Level Sworn Affidavit [Tick applicable box]	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are you the Accredited Representative in <b>South Africa</b> for the <b>goods/services/works</b> offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No [If yes, enclose proof]	Are you a foreign based supplier for the <b>goods/ services/ works</b> offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No [If yes, answer part B:3]
Contact details of the <b>person signing the bid, being duly authorised to do so:</b>		Name: _____ Telephone: _____ Fax: _____ Cellular telephone: _____ E-mail address: _____	

<p>Contact details of the <b>senior manager responsible for overseeing contract performance:</b></p>	<p>Name: _____</p> <p>Telephone: _____ Fax: _____</p> <p>Cellular telephone: _____</p> <p>E-mail address: _____</p>
<p>Company income tax number</p>	
<p>Tax Compliance Status System PIN issued by SARS</p>	
<p>CSD registration number</p>	
<p>VAT registration number</p>	
<p>Company registration number</p>	
<p>Banking details</p>	<p>Name of account holder: _____</p> <p>Name of bank: _____</p> <p>Account number: _____</p> <p>Branch code: _____</p>

**TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION</b>		
1.1.	Bids must be delivered by the stipulated time to the correct address. Late bids will not be accepted for consideration.	
1.2.	<b>All bids must be submitted on the official forms provided – (not be re-typed) or online.</b>	
1.3.	The bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022, the General Conditions of Contract (GCC), Council’s Preferential Procurement Policy and, if applicable, any other special conditions of contract.	
<b>2. TAX COMPLIANCE REQUIREMENTS</b>		
2.1	Bidders must ensure compliance with their tax obligations.	
2.2	Bidders are required to submit their unique person identification number (PIN), issued by SARS to enable the organ of state to view the taxpayer’s profile and tax status. No contract will be awarded to any bidder that is not deemed tax compliant at the date of award	
2.3	Application for the tax compliance status (TCS) certificate or pin may also be made via E-filing. In order to use this provision, taxpayers will need to register with SARS as E-filers through the website: <a href="http://www.sars.gov.za">www.sars.gov.za</a> .	
2.4	Foreign suppliers must complete the pre-award questionnaire in Part B:3.	
2.5	Bidders may also submit a printed TCS certificate together with the bid.	
2.6	In bids where consortia/joint ventures/sub-contractors are involved, each party must submit a separate TCS certificate/pin/CSD number.	
2.7	Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided.	
<b>3. TAX COMPLIANCE REQUIREMENTS</b>		
3.1.	Is the entity a resident of the Republic of South Africa (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.2	Does the entity have a branch in the RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.3	Does the entity have a permanent establishment in the RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.4	Does the entity have any source of income in the RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.5	Is the entity liable in the RSA for any form of taxation?	<input type="checkbox"/> YES <input type="checkbox"/> NO

If the answer is "NO" to all of the above, then is not a requirement to register for a tax compliance status system pin code from the South African Revenue Service (SARS) and if not register as per 2.3 above.

**NB: Failure to provide any of the above particulars may render the bid invalid. No bids will be considered from persons in service of the state.**

**Signature of bidder: .....**

**Capacity under which this bid is signed:.....**

**Date:.....**

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF DRAKENSTEIN MUNICIPALITY**

**Quotation number:** BK009 (DIC0037703) (Re-advertise)

**Quotation title:** Interior painting & minor repairs at old Mill Street theatre. (phase 2)

**Site meeting:** A compulsory site meeting will be held at **Mill Street, Paarl** on **28 February 2024** which will promptly start at **10:00**. **Bidders that fail to attend the compulsory site meeting or attend the meeting 15 minutes later than the starting time of the meeting and without bid documentation, WILL be disqualified.**

**Closing date and time for bid submissions:** 06 March 2024 at 10:00.

Bid documents can be obtained from the Supply Chain Management Unit, Civic Centre, 2<sup>nd</sup> floor, Berg River Boulevard, Paarl during office hours between 14:00 and 16:00. A non-refundable fee of R25.00 (VAT Inclusive) is payable to Drakenstein Municipality. Alternatively, the bid documents can be downloaded from our website at [www.drakenstein.gov.za](http://www.drakenstein.gov.za) by following the Supply Chain Management link.

Enquiries can be directed as follows:

Type of enquiry	Contact person	Tel no	Email address
Bidding procedures and documents	Nazley Lategan	(021) 807 6246	<a href="mailto:nazley@drakenstein.gov.za">nazley@drakenstein.gov.za</a>
Technical enquiries	Noxolo Gwadiso	(021) 807 4713	<a href="mailto:noxolo.gwadiso@drakenstein.gov.za">noxolo.gwadiso@drakenstein.gov.za</a>

**Bidders must be registered with the Construction Development Board (CIDB) and must have a contractor grading of (GB 1) or higher. Registration with the Building Industry Bargaining Council (BIBC) is compulsory.**

Bids may only be submitted on the bid documentation provided by the municipality and must remain valid for a minimum of 60 days after bid closing.

**Bids must be submitted in a sealed envelope. The quotation number and quotation title must appear on the outside of the envelope. Bidders that fail to adhere to this requirement, will be disqualified at the bid opening.**

Bids must be deposited in the **BOX NO 2**, located at the entrance of the Municipal Offices of Drakenstein Municipality, Civic Centre, Ground floor, Berg River Boulevard, Paarl, by no later than the date and time as specified above. This quotation box is open from Mondays to Thursdays between 08:00 and 16:45 and on Fridays between 08:00 and 15:30. Telegraphic, telephonic, telex, facsimile, e-mail and late bids will not be accepted.

Bids will be opened in public in the Planning Boardroom, 4<sup>th</sup> floor, Berg River Boulevard, Paarl at 10:15. The lowest, only or any bid shall not necessarily be accepted, and the municipality reserves the right to accept any part of the bid or to withdraw the invitation to bid.

This bid shall be evaluated on the 80/20 preference points system as prescribed by the Preferential Procurement Regulations, 2022 and Council's Preferential Procurement Policy.

Prospective bidders must familiarise themselves with the content of Drakenstein Municipality's Supply Chain Management Policy and must be registered on the municipality's supplier database if they wish to conduct business with the municipality. The General Conditions of Contract is applicable.

**The tax status requirements as per MBD 1 (Part B) must be complied with. No contract will be awarded to any bidder that is not deemed tax compliant at the date of award**

**DR JH LEIBBRANDT**  
**CITY MANAGE**



**MBD 4**

**DECLARATION OF INTEREST**

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

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

3.2 Identity Number: .....

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

3.4 Company Registration Number: .....

3.5 Tax Reference Number: .....

3.6 VAT Registration Number: .....

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

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

3.8.1 If yes, furnish particulars .....

.....

<sup>1</sup>MSCM Regulations: "in the service of the state" means to be –

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

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

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.....

.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?

**YES / NO**

3.11.1 If yes, furnish particulars.....  
.....

3.12 Are any of the company’s directors, trustees, managers, principal shareholders or stakeholders in service of the state

**YES / NO**

3.12.1 If yes, furnish particulars .....  
.....

3.13 Are any spouse, domestic partner, child, grandchild, dependent, parent, grandparent, parent-in-law, brother, sister, brother-in-law or sister-in-law of the company’s directors, trustees, managers, principle shareholders or stakeholders in the service of the state?

**YES / NO**

3.13.1 If yes, furnish particulars .....  
.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?

**YES / NO**

3.14.1 If yes, furnish particulars.....  
.....

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

Full Name	Identity Number	State Employee Number

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

.....  
**Name of Bidder**

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022 AND COUNCIL'S PREFERENTIAL PROCUREMENT POLICY**

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

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

**1. GENERAL CONDITIONS**

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

- the 80/20 system for requirements with a Rand value from R30,000 up to R50,000,000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50,000,000 (all applicable taxes included).

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

1.3 Points for this tender shall be awarded for:

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

1.4 **The maximum points for this tender are allocated as follows:**

The maximum points for this tender are allocated as follows:

DESCRIPTION	POINTS
PRICE	80
SPECIFIC GOALS: B-BBEE LEVEL OF CONTRIBUTION	10
SPECIFIC GOALS: LOCALITY	10
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	100

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

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



The allocated points for Broad-Based Black Economic Empowerment (B-BBEE) status level of contributor in terms of this tender	Maximum number of points allocated (80/20 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1	10	
2	9	
3	6	
4	5	
5	4	
6	3	
7	2	
8	1	
Non-compliant contributor	0	

**Table 1b: Specific goals for locality**

**Note to bidders: The bidder must indicate how they claim points for each preference point system.**

The allocated points for locality in terms of this bid	Maximum number of points allocated (80/20 system)	Number of points claimed (80/20 system) (To be completed by the bidder)
Enterprises within the Drakenstein Municipal area	10	
Enterprises within the Cape Winelands Municipal area	5	
Enterprises within the Western Cape Province	2	
Enterprises outside the Western Cape Province	0	

**DECLARATION WITH REGARD TO COMPANY/FIRM**

4.2. Name of company/firm.....

4.3. Company registration number: .....

4.4. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.



WITNESSES

1. ....

2. ....

.....

SIGNATURE(S) OF BIDDER(S)

NAME AND SURNAME: .....

.....

.....

.....

DATE: .....

ADDRESS .....

.....

.....

**DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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

ITEM	QUESTION	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury’s database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).	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)? (To access this Register enter the National Treasury’s website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> , click on the icon “Register for Tender Defaulters” or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		

4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality/municipal entity, or to any other municipality/municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality/ municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.5.1	If so, furnish particulars:		

**CERTIFICATION**

**I, THE UNDERSIGNED**

.....  
**(FULL NAME)**

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT. I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME BY THE MUNICIPALITY SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....  
**SIGNATURE**

.....  
**DATE**

.....  
**POSITION**

.....  
**NAME OF BIDDER**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

1. This Municipal Bidding Document (MBD) must form part of all 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 *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:-

<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 **Drakenstein Municipality**

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

I certify, on behalf

of: \_\_\_\_\_ that:

(Name of Bidder)

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.

<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.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

.....  
**SIGNATURE**

.....  
**DATE**

.....  
**POSITION**

.....  
**NAME OF BIDDER**

**CERTIFICATION OF ATTENDANCE AT COMPULSORY SITE MEETING**

This is to certify that

..... (Name of bidder)

of .....(address)

.....

was represented by the person(s) named below at the compulsory site meeting held for all bidders at

..... (location) on ..... (date),

starting at .....

We acknowledge that the purpose of the meeting was to acquaint ourselves with the site of the works and / or matters incidental to doing the work specified in the tender documents in order for us to take account of everything necessary when compiling our rates and prices included in the tender.

Particulars of person(s) attending the site meeting on behalf of the bidder:

Name ..... Signature .....

Capacity .....

Name ..... Signature .....

Capacity .....

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

Name ..... Signature .....

Capacity ..... Date & Time .....

**DECLARATION: CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS TO SERVICE PROVIDERS**

**PART A: PROPERTY OWNED BY ENTERPRISE OR DIRECTORS**

Please complete the following if property is owned by the enterprise, the proprietors, directors or partners in their personal capacity, obtain the confirmation of the relevant municipality and **attach a copy of their municipal account(s) which are not older than 60 days.**

**Name of account holder:** .....

**Account number:** .....

**Account number:** .....

**FOR MUNICIPAL USE ONLY**

**I/we hereby certify that the municipal account details of our client as indicated above is correct.**

.....  
**Name of municipal official (print name)**

.....  
**Signature of municipal official**

**Official date stamp of municipality**

**PART B: PROPERTY LEASED BY ENTERPRISE OR DIRECTORS**

Please attach a sworn affidavit or a copy of your lease agreement if the property is leased by the enterprise or the proprietors or directors in their personal capacity, for which the aforementioned is not responsible for payment of municipal rates and taxes.

**PART C: WHERE PROPERTY IS NOT OWNED OR LEASED BY ENTERPRISE OR DIRECTORS**

Please attach a sworn affidavit from the proprietor or director of the enterprise confirming that the enterprise does not own or lease any property and that the aforementioned is not responsible for payment of any municipal rates and taxes.

**I,....., the undersigned, certify that the information furnished on this declaration form is correct and that I/we have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 90 days..**

.....  
**Signature for and on behalf of the bidder**

.....  
**Date**



## RESPONSIVENESS AND EVALUATION CRITERIA

### 1. RESPONSIVENESS CRITERIA

No bid will be considered by Drakenstein Municipality unless it meets the following responsiveness criteria (for the bid to be considered responsive, the bid must meet the following requirements):

- a) Bidders must ensure that they are registered on the database of Drakenstein Municipality, if they wish to conduct business with the Drakenstein Municipality. If the bidder is not registered on the Drakenstein Municipality's supplier database prior to the award of the bid, the registration form can be obtained as follows:
  - i. Supply Chain Management Unit, Civic Centre, 2<sup>nd</sup> floor, Berg River Boulevard, Paarl; or
  - ii. Downloaded from our website at [www.drakenstein.gov.za](http://www.drakenstein.gov.za)

Enquiries regarding the above can be directed to:

Contact persons	Tel no	Email address
Kholeka Ncombo	(021) 807-6247	supplychain@drakenstein.gov.za

2. Drakenstein Municipality will reject a bid in terms of the following:
  - a) If any municipal rates and taxes or municipal service charges owed by the bidder or any of its directors to this of any other municipality or municipal entity, are in arrears for more than three months.
  - b) The name of the company of any of its director(s) names appear on the list of Tender Defaulters or restricted suppliers as published by National Treasury.
3. The following completed documents must be submitted or provided as part of the bid submission:
  - i) Bidders are required to submit their unique person identification number (pin) issued by SARS to enable the organ of state to view the taxpayer's profile and status.
  - ii) Copy of a valid B-BBEE Status Level Verification Certificate. Bidders who do not submit a B-BBEE Status Level Verification Certificate or are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE, but will not be disqualified from the bidding process. A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification certificate for every separate bid.
  - iii) Copy of a billing account of your local municipality for the company or directors where applicable. Such account must not be older than 90 days.
  - iv) Completed and signed declaration of interest form (MBD 4).
4. Bidders must acquaint themselves fully on the General Conditions of contract of 2010 and special conditions of contract (if applicable). The General Conditions of Contract of 2010 is available on request from the official dealing with bidding procedures and documents as indicated in MBD 1.
5. No bids will be accepted unless the bid documentation as issued by the municipality is utilised.
6. No telephonic, faxed or e-mailed or late bids will be accepted.
7. The awarding of this bid is subject to the following:
  - a) Relevant technical specifications as stated in this bid document;

- b) Attendance of compulsory site meetings, as may be applicable;
  - c) Proper completion of this bid document and signing of declarations
  - d) General conditions of contract of 2010 which is available on request from the official dealing with bidding procedures and documents as indicated in MBD 1.
  - e) Any special conditions of contract as stipulated in this bid document.
8. Persons aggrieved by decisions or actions taken in the implementation of this supply chain management system, may lodge within 14 days of the decision or action, a written objection or complaint against the decision or action.
9. **Inducements, rewards, gifts and favours to municipalities, officials and other role players**
- a) No person who is a provider or prospective provider of goods or services, or a recipient or prospective recipient of goods disposed or to be disposed of may either directly or through a representation intermediary promise, offer or grant any inducement or reward to the Drakenstein Municipality for or in connection with the award of a contract;
  - b) The accounting officer must promptly report any alleged contravention of subparagraph (1) to the National Treasury for considering whether the offending person, and any representative or intermediary through which such person is alleged to have acted, should be listed in the National Treasury's database of persons prohibited from doing business with the public sector.
10. The bid must be properly received in a sealed envelope. The outside of the envelope must clearly indicate the quotation number and title (refer to invitation to bid for further details regarding submission)
11. The bid must be deposited in the relevant quotation box as indicated in the invitation to bid (MBD1) on or before the closing date and time of the bid. **Telephonic, facsimile, electronic/ emailed and late bids will not be accepted.**
12. Bids shall be declare invalid, and shall be endorsed and recorded as such in the bid opening record by the responsible official to open the bid, in the following instances:
- a) If the bid is not sealed;
  - b) if the bid including the bid price amount, where applicable is not submitted on the official pricing schedule;
  - c) if the bid is not completed in non-erasable ink; or
  - d) if the name of the bidder is not stated, or is indecipherable
- 13 A bid will not be invalidated if the amount in words and the amount in figures do not correspond, in which case the amount in words shall be read out at the bid opening and shall be deemed to be the bid amount.
14. The official bid document must be fully completed in indelible ink. Where information requested does not apply to the bidder and the space is left blank, the bidder must provide written clarification.
15. All requested relevant and/ or additional documentation such as compliance certificates, professional registration, artisan qualification, etc., must be attached behind the bid document.
16. Bidders must submit a certified statement signed by the bidder declaring that the bidder has no

undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 90 days.

17. The bidder must be in good standing to do business with the public sector in terms of Regulation 38 of the Municipal Supply Chain Management Regulations (Government Gazette 27636 of 60May 2005).
18. If the entity submitting a bid is a joint venture or consortium or partnership, each party to that formation must submit all the above information.
19. The bidder must adhere to the pricing instructions.
20. The Bidder's details must be provided.
21. The necessary document authorising the representative to sign and submit the bid on the bidder's behalf must be completed and signed.
22. The declaration of interest by the bidder must be completed and signed.
23. The bid must comply with all the minimum technical specifications.
24. The MBD 9 (certificate of bid determination) must be completed and signed.
25. Alternative offers may be submitted by the bidder. The municipality is under no obligation to accept alternative offers.

## **2. EVALUATION OF BIDS AND POINTS ALLOCATED FOR SPECIFIC GOALS**

- a) All bids received shall be evaluated in terms of the Municipal Supply Chain Management Regulations, the Preferential Procurement Policy Framework Act no 5 of 2000, the Preferential Procurement Regulations of 2022 and Council's Preferential Procurement Policy.
- b) The municipality reserves the right to accept all, some, or none of the bids submitted — either wholly or in part — and it is not obligated to accept the lowest bid.
- c) Bids must be accompanied by the following documentation in order to claim points allocated for specific goals as indicated in MBD 6.1:

No	Specific goal	Proof to substantiate claim
1	B-BBEE status level of contributor	Copy of B-BBEE status level certificate issued by an authorised body or person, or a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice
2	Locality	One of the following must be submitted:  (1) Municipal account in the name of the tenderer not older than 90 days; or (2) Lease agreement where the bidder is the lessee; or (3) A sworn affidavit in cases where the bidder is not a municipal account holder nor a lessee to a lease agreement

### 3. ALTERNATIVE OFFERS

Alternative offers may be submitted by the bidder only if a main offer, strictly in accordance with all the requirements of the bid document, is also submitted. The municipality is under no obligation to consider alternative offers. The alternative tender offer is to be submitted with the main offer together with a schedule that compares the requirements of the bid documents with the alternative requirements.

### 4. BID VALIDITY PERIODS

- a) A minimum bid validity period will apply to all bids and will be calculated from the bid closure date. Bids shall remain in force and binding for the minimum bid validity period as indicated in the invitation to bid and the bid documents, subject to any other applicable legislation and instructions from the National Treasury for specific types of procurement.
- b) Unless otherwise indicated in writing by the bidder, the validity of bids submitted will automatically extend beyond the minimum bid validity period as set out above and will remain valid for acceptance until the bid award process, including the consideration of any appeals, objections or complaints, has been concluded.
- c) Any bidder may at any time withdraw such bid in writing in which case such bid lapses and will not be further considered.

**COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY ACT 1993**

Bidders are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2014 (as amended) issued in terms of section 43 of the Act. The bidder shall be deemed to have read and fully understood the requirements of the above act and regulations and to have allowed for all costs in compliance therewith.

The bidder shall adhere to the following:

- (1) Health and safety precautions and procedures to be adhered to in order to ensure compliance with the Act, Regulations and Safety Specification;
- (2) Regular monitoring procedures to be performed;
- (3) Regular liaison, consultation and review meetings with all parties;
- (4) Site security, welfare facilities and first aid; and
- (5) Site rules and fire and emergency procedures.

Bidders are to note that the contractor is required to ensure that all sub-contractors or others engaged in the performance of the contract also comply with the above requirements. The contractor shall prepare and maintain a Health and Safety File in respect of the project, which shall be available for inspection on site at all times and handed over to the employer on final completion of the project.

The Contractor is required to submit to the Employer the Occupational Health and Safety Agreement (refer to next page) before any work commences and provide proof of its registration and good standing with the Compensation Fund or with a licensed compensation insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act, 1993 (Act no 130 of 1993)

**AGREEMENT IN TERMS OF THE HEALTH AND SAFETY ACT. 1993 (ACT NO 85 OF 1993)**

THIS AGREEMENT made at .....on this the  
..... day of ..... in the year.....

between ..... (hereinafter called “the employer”) of the  
one part, herein represented by .....  
in his capacity as .....  
and ..... (herein called “the mandatory”) of the  
other part, herein represented by .....  
in his/her capacity as .....

WHEREAS the employer is desirous that certain works be constructed, viz [insert location of works] and has accepted a tender by the mandatory for the construction, completion and maintenance of such works and whereas the employer and the mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance with the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993):

NOW THEREFORE THIS AGREEMENT WITNESS TO AS FOLLOWS:

1. The mandatory shall execute the work in accordance with the contract documents pertaining to this contract.
2. This agreement shall hold good from its commencement date, which shall be the date of a written notice from the employer or principal agent requiring him to commence the execution of the works, to either:
  - (a) the date of the final certificate issued in terms of clause 26.0 of the principal building agreement (hereinafter referred to as “the GCC”) or
  - (a) the date of cancellation of the contract in terms of clauses 36.0, 37.0, 38.0 or 39.0 of the BCC.
3. The mandatory declared himself to be conversant with the following:
  - (a) All the requirements, regulations and standards of the Occupational Health and Safety Act, 1993(Act85 of 1993), hereinafter referred to as “the act”, together with its amendments and with special reference to the following sections of the act:
    - i. Section 8: General duties of employers to their employees.
    - ii. Section 9: General duties of employers and self-employed persons to persons other than employees.
    - iii. Section 37: Acts or omissions by employees or mandatories, and
    - iv. Subsection 37(2) relating to the purpose and meaning of this agreement.

The procedures and safety rules of the employer as pertaining to the mandatory and to all his subcontractors.

4. In addition to the requirements of clause 7.0 of the GCC and all relevant requirements of the abovementioned volume 3, the mandatory agrees to execute all the works forming part of this contract and to operate and utilise all machinery, plant and equipment in accordance with the act.

5. The mandatory is responsible for the compliance with the act by all his subcontractors, whether selected and/or approved by the employer.
6. The mandatory warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 which cover shall remain in force whilst any such workmen are present on site. A letter of good standing from the compensation commissioner to this effect must be produced to the employer upon signature of the agreement.
7. The mandatory undertakes to ensure that he and/or subcontractors and/or their respective employers will at all times comply with the following conditions:
8. The mandatory shall assume the responsibility in terms of section 16.1 of the Occupational Health and Safety Act. The mandatory shall not delegate any duty in terms of section 16.2 of this act without the prior written approval of the employer. If the mandatory obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the employer.
9. All incidents referred to in the Occupational Health and Safety Act shall be reported by the mandatory to the Department of Labour as well as to the employer. The employer will further be provided with copies of the written documentation relating to any incident.
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 into any incident involving the mandatory and/or his employees and/or his subcontractors.

**In witness thereof the parties hereto have set their signatures hereon in the prescribing witnesses:**

SIGNED FOR AND ON BEHALF OF THE

**EMPLOYER:** .....

**WITNESS 1:** ..... **2:** .....

**NAME 1:** ..... **2:** .....

(IN CAPITAL LETTERS)

SIGNED FOR AND ON BEHALF OF THE MANDATORY:

**MANDTORY:** .....

**WITNESS 1:** ..... **2:** .....

**NAME 1:** ..... **2:** .....

(IN CAPITAL LETTERS)



**ISSUANCE AND RECORD OF ADDENDA**

Notwithstanding any requests for confirmation of receipt of Addenda/requests issued, the bidder shall be deemed to have received such addenda if the employer can show proof of transmission thereof or a notice in respect thereof.

We confirm that the following communications received from the Employer’s representative before the submission of this quote offer, amending the bidding documents, have been taken into account in this tender offer (additional not stipulated in the original scope of works):

No.	Date	Title or details

As proof that amendments/additions was made to the scope of work/specifications, this form has to be completed by bidder and employer’s representative. No payments for additional work completed will be paid, if this form is not signed by parties involved to agreement.

If no amendments/additions were added to the scope of work/specifications, no payment for additional work completed will be paid.

Signed: ..... Date: .....

Name: ..... Position: .....

**For office use**

**Acknowledgement that instruction was given for amendments/ additions to the scope/ specifications previously issued. Employer’s representative, namely:**

**Name .....** **Signature .....**

**Capacity .....** **Date & Time .....**

**PART B: TECHNICAL SPECIFICATIONS AND PRICING SCHEDULE**

**PROJECT Z1174: INTERIOR PAINTING AND MINOR  
REPAIRS AT MILL STREET THEATRE (PHASE 2)**



## SPECIFICATIONS

**THE WORKS:** The work comprises the supply of all materials, labour, equipment, transport and all other requirements required to complete the works. The extent of the work by the Contractor must be of such a nature that no additional cost by the Council will be necessary to utilise the new work/ building.

**BUILDING SITE:** It will be assumed that the Contractor has acquainted himself with the conditions of the site before submitting his quotation.

**TOILETS:** The Contractor must provide the necessary chemical toilet on site and must see to it that this toilet is kept in a clean and orderly manner.

**SECURITY ON SITE:** The Contractor shall be responsible for security on building site during the construction period.

**RUBBLE:** All discarded material to become the property of the Contractor and must be removed from the site.

All building rubble to be removed from site at regular intervals. Rubble to be dumped at the Municipal Dumping Site. Permits for dumping are available at the Department: Civil Engineering Services and the **cost will be to the Contractors account.**

### General Preambles

**Note:** The contractor shall carry out the whole of the work with minimum debris, dust and disturbance to public. He /she shall provide proper protection and erect any temporary tarpaulins and demarcation that may be necessary during the progress of the works, all to satisfaction of the Municipal Clerk of Works, and removed when directed.

**Note:** The contractor will be required to take dimension of the affected areas on site and will be held solely responsible for the accuracy of all such dimensions.

**Note:** The specifications are to read in conjunction with all issued drawings and non-issued manufactures guidelines & instructions

## SCOPE OF WORK

### **1. Employer's Objectives**

The Employer's objective is to provide new carpets and painting of interior walls at Mill Street Théâtre, Paarl

#### 1.1.) Extent of Works

The Works to be carried out by the Contractor under this Contract comprise mainly the following:

General items:

1. Establishment on site by the Contractor
2. The supply of labour tools, equipment, plant, materials, supervision, etc. to complete the works.
4. Maintenance of the works during and after construction

#### 1.2.) Detailed Extent of Work:

1. Preparation of wall to take new paint.
2. Removal of existing toilets to be replaced with new
3. Repairs to the ceiling

#### 1.3.) Drawings:

1. The drawings included at the back of this document define the scope of this contract and indicate all work to be done. They may be supplemented by additional drawings to supply information regarding details of construction and exact lines, levels, and depths.

#### 1.4) Quantities

1.4.1) Approximate quantities of each type of work are given in the Schedule of Quantities. All contractors are price on all listed work items as stated in the Schedule of Quantities and according to the Pricing Instructions.

#### 1.5.) Location of The Works

The site is located western of Mill Street,

Boundary of the Site

The boundary of works project site shall be as indicated on site and/or drawings.

#### 1.6.) Occupation of the Site

Access to the site of the works will be given to the Contractor on the Employer's Agent's instruction to commence executing the Works.

#### 1.7.) Temporary Works

The temporary works will cater for accommodation of traffic and protection of services as required in terms of the project specification.

#### 1.8.) Location of services, investigation, survey and site clearance

##### 1.8.1.)

Wayleaves, Permissions and Permits:

The Contractor shall be responsible for obtaining all of the necessary wayleaves, permissions or permits applicable to working near any existing services or other infrastructure on Site and shall abide by the safety conditions imposed by such wayleaves, permissions or permits.

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

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

If, the mentioned existing services (electrical, civil, ITC, etc.) is damaged due to construction, the contractor will be held responsible for all repair cost done by the Municipality.

#### 1.9.) Design

Works designed by, per design stage:

Concept, feasibility, and overall process

Basic engineering and detail layouts to bid stage Final design to approved for construction stage.

Temporary works

Preparation of as-built drawings

1. The Employer's Agent is responsible for the design of the permanent Works as reflected in the Contract Documents unless otherwise stated

2. The Contractor is responsible for the design of the temporary Works and their compatibility with the permanent Works
3. The Contractor shall supply all details necessary to assist the Employer's Agent in the compilation of the as-built drawings

#### 2.0.) Drawings (if applicable)

Drawing number ..... to be read in conjunction with specifications and the Schedule of Quantities.

The Contractor shall use only the dimensions stated in figures on the Drawings in setting out the Works, and dimensions shall not be scaled from the Drawings, unless required by the Employer's Agent. The Employer's Agent will, on the request of the Contractor in accordance with the provisions of the Conditions of Contract, provide such dimensions as may have been omitted from the Drawings. The Contractor shall ensure that accurate as-built records are kept of all infrastructure installed or relocated during the contract. Where necessary, levels shall also be given. A marked-up set of drawings shall also be kept and updated by the Contractor. This information shall be supplied to the Employer's Agent on a regular basis.

All information in possession of the Contractor, required by the Employer's Agent and/or the Employer's Agent's Representative to complete the as-built/record drawings, must be submitted to the Employer's Agent before a Certificate of Completion will be issued. The Employer's Agent reserves the right to issue amended and/or additional drawings during the Contract.

Approximate quantities of each type of work are given in the Schedule of Quantities

#### 2.1) Procurement

##### 2.1.1) Preferential Procurement

###### Requirements

The contract is for Drakenstein Municipality's Framework contractors CIDB registered. **1GB** or higher Contractors, residing in Paarl, Wellington and Simondium: District 1 area. Resource standard pertaining to targeted procurement. Not applicable for this contract

##### 2.1.2.) Subcontracting

The Contractor shall be responsible for all work carried out by subcontractors on his behalf. The Employer's Agent will not liaise directly with any such sub-contractor, nor will he become involved in any problems and/or disputes related to payments, programming, workmanship, etc., unless provided for in the Conditions of Contract. Such problems and/or disputes shall remain the sole concern of the Contractor and his/her subcontractors.

###### Subcontracting procedures:

As per General Conditions of Contract

Attendance on subcontractors:

As per General Conditions of Contract

### 3.0.) Construction

The Works are to be executed subject to these specifications, standards and workmanship requirements. Please note that compliance with all these specifications and standards, including requirements in terms of qualifications, accreditation (where applicable) and work experience of both the tendering entity and its key people will be material in the Employer's risk assessment for awarding this contract.

#### Standard Specifications

Where reference is made to the standard specifications in this contract, it means the latest edition of the documents which apply to the specific discipline involved in the works, as referenced under any of the headings below. The standard specifications may, due to their generality and completeness, also cover items not applicable to this particular contract.

#### Project specifications

Project specifications include amendments to the standard specifications as well as supplemental specifications applicable to work items not covered by the standard specifications. Project specifications, where applicable, may be found throughout the Scope of Work of this document, including works drawings. The activity schedule may also contain references to standard specifications as well as project specifications, for clarification in terms of pricing for certain items, where applicable. In the event of any discrepancy between the project specifications and a part of the standard specifications found in the Scope of Work of this document, the project specifications take precedence. Accreditation, qualifications and work experience  
Minimum requirements for work experience, qualifications and accreditation (where applicable) as well as minimum personnel are as stated under the headings below. The tenderer must supply the relevant information in regard to accreditations, qualifications and work experience for both the enterprise and key people who will be working on this contract on the appropriate returnable schedule in the Scope of Work.

#### Specified materials, tools, equipment and plant;

Project specifications, where applicable, may include stating the preferred, similar or minimum standard materials, tools, equipment and plant to be used during the construction. All contractors to abide by this throughout the procurement stage up to construction. The Employer's Agent will be responsible for approving all specified materials, tools, equipment and plant before any construction takes place.

#### Site Facilities Available:

##### Source of Water Supply.

Water is available from the existing municipal network. The Contractor must make the temporary connection and install a meter at his own expense at a point approved by the Engineer, unless otherwise stated or arranged by the Employer's Agent.

Drakenstein Municipality: Water and Sanitation Department does not guarantee the sufficiency or continuity of the supply and no claims will be considered in this regard.

The Contractor will be held responsible for any wastage of water due to negligence.

##### Source of Power Supply.

The Contractor is to make his own arrangement for the supply of power.



Ablutions:

The Contractor is responsible to provide his/her own ablution facilities, unless otherwise stated or arranged by the Employer's Agent.

Storage of materials, tools, equipment, plant.

The Contractor is responsible to provide his/her own ablution facilities, unless otherwise stated or arranged by the Employer's Agent.

## SPECIFICATIONS

### **A. PAINTING OF WALLS (Internally – Foyer and Kitchen)**

#### **(i) Preparations :( All types of surfaces)**

- Cracks in walls to be racked out and filled with approved filler (painters mate sealant or similar approved) flush with existing surface, repair all cavities with “**Mendal 90**”, equal or similar, strictly to manufacturers guidelines and instructions.

#### **(ii) Previously painted plaster walls /wood etc.**

- All damp, flaky or powdery paint/ surfaces and areas inside to be thoroughly prepared before applying any new paint. Sand down all existing previously painted surfaces.

#### **(iii) Previously varnished wood etc.**

- Lightly sand down previously varnished wood surfaces.

#### **(a) Finishing in internal walls**

##### **Plastered walls: (All types of surfaces)**

- All previously painted plastered walls to be painted with two coats ‘**DULUX**’ equal or similar paint strictly to manufacturers guidelines and instructions.
- Paint colour: **same as existing**

##### **WOOD:**

- All previously painted/ varnished surfaces to be painted/ varnished with two coats (paint/ varnish) of exact colour and type of finish, same as before (excluding wooded floors)
- All painted wood surfaces to be spot primed before applying any finishing coat.

## B. CEILING

- Remove and replace all broken and damaged ceiling, with new 6,4mm “**Gypsum**”, equal or similar ceiling boards, complete with 48mm x 10mm pine cover strips. Use 25mm galvanised clout nails for securing ceiling to existing branderling.
- New 76mm “**Gypsum**”, equal or similar coved cornice (primed and painted) throughout (same as existing).
- Paint new ceilings, coved cornice, cover strips, etc. with 2x coats SABS approved white acrylic ceiling paint (same as before)

## C. PLUMBING

### BASINS

- Remove existing x 3 no. off wash hand basins complete and prepare wastepipe to take new sanitary ware/ fittings etc.
- Supply and install x 3 no. off “**VAAL POTTERIES**” wash hand basins 300 mm x200 mm 175 mm, complete with brackets, waste unions, plug and chains, p-trap complete, etc. with “**COBRA**” KM2-102 equal or similar demand taps. Cold water supply only (single tap hole).

### PC PANS

- Remove existing x 3 no off pc pans complete and prepare wastepipe to take new sanitary ware/ fittings etc.
- 
- Supply and install new x 3 no. off “**VAAL POTTERIES**”, equal or similar PC pans, complete with close couple cistern, strictly to manufacturer’s specifications, guidelines and instructions.

- Install and provide angle valves to all sanitary fittings and sanitary ware etc. 15 mm x15mm “**BENKINSER**”. (BEN15x15) equal or similar type.

**NOTE:**

- Existing PC pans, wash hand basins etc. to be carefully connected complete to existing stub stack, waste pipes, sewer system and to be done strictly in accordance with approved applicable relevant plumbing codes and regulations.
- All plumbing work to be performed by or under the supervision of a qualified plumber & all plumbing work to conform to all NBR of Act 1977 and SANS 10400 codes.
- Plumbing certificate required for all new plumbing work.
- All sanitary ware / fittings etc. to be tested and approved before signing off.
- Contractor to ensure that a balanced water system (hot and cold) is achieved at all times (where applicable).

**D. TILING (WALL/ SPLASH BACK TILES)**

- Carefully remove the existing wall tiles and make the surface good to take the new tiles.
- Chip, clean, degrease existing, plastered surfaces and apply approved bonding liquid to form key for new grade 1 “**MATT WHITE GLOSS**”, 150 mm x 150mm White tiles or similar approved.
- Grouting with 2mm gaps in between (colour to be confirmed by client).

**E. DOOR LOCKS**

- Supply and fit ‘**UNION**’ 2 lever locks equal or similar, complete with chrome handle and twin key set. SABS quality handle door sets.

**A. CONTRACT INFORMATION**

- Contractor’s indicated completion period ..... Weeks
- Please note that 5% of contractor’s quoted amount will be held back for the duration of the applicable warranty period (Vat inclusive.)
- Allow for **10** % contingency amount (Vat inclusive.)
- Pricing schedule to be completed and submitted, attached as Annexure 1.

## **D: HEALTH AND SAFETY SPECIFICATION**

For use with the General Conditions of Contract for Construction Works, Third Edition, 2015.

### **D1 DEFINITIONS**

For the purposes of this Specification, the definitions given in the Occupational Health and Safety Act, 85 of 1993 and the Construction Regulations, 2014, and the following definitions, shall apply:

- a) "Construction Regulations, 2014" means the Construction Regulations (GNR. 84 of 7 February 2014) published in terms of the OHS Act.
- b) "Contractor" means the Principal Contractor as defined in the Construction Regulations, 2014.
- c) "Employer" means the Client or his agent as defined in the Construction Regulations, 2014.
- d) "Employer's Agent" means the person/firm so named in the Contract Data whose function is to administer the Contract as agent of the Employer, acting through, if appointed, a Health and Safety Agent.
- e) "OHS Act" means the Occupational Health and Safety Act, 85 of 1993.
- f) "subcontractor" means any contractor employed by the Contractor to perform construction work.

### **D2 SCOPE**

In terms of the OHS Act and the Construction Regulations, 2014 the Employer must provide the Contractor with a Health and Safety Specification, to which the Contractor must respond with a Health and Safety Plan for approval by the Employer.

The purpose of this Specification is to ensure that a contractor entering into a contract with the Employer maintains an acceptable level of compliance with regard to health and safety issues during the performance of the Contract. In this regard the Health and Safety Specification forms an integral part of the Contract and the Contractor shall ensure that his subcontractors and/or suppliers comply with the requirements of this Specification.

### **D3 INTERPRETATION**

The OHS Act and its associated regulations shall have precedence in the interpretation of any ambiguity or inconsistency between it and this Specification.

This document is to be read and understood in Conjunction with the following inter alia:

- Occupational Health and Safety Act (Act 85 of 1993) • SABS codes and standards referred to by the Occupational Health and Safety Act
- Regulations as per the Occupational Health and Safety Act (Act 85 of 1993) with specific reference but not limited to:
  - o General Safety Regulations (GN 928, 25 June 2003).
  - o General Machinery Regulations (GN R1521, 5 August 1988).
  - o Electrical Machinery Regulations (GN R250, 25 March 2011).
  - o Electrical Installation Regulations (GN R242, 6 March 2009) o Driven Machinery Regulations (GN R1010, 18 July 2003).
  - o Hazardous Chemical Substance Regulations (GN R930, 25 June 2003).
  - o Hazardous Biological Agents Regulations (GN R 1390, 27 December 2001)
- Basic Conditions of Employment Act (Act 75 of 1997).

Responsibility for health and safety relating to the Works lies with the Contractor as described in this Specification. Nothing stated in or omitted from this Specification shall in any way limit the Contractor's obligations and liabilities in terms of the OHS Act.

#### D4 GENERAL REQUIREMENTS

The Contractor shall:

- a) create and maintain a safe and healthy work environment.
- b) execute the Works in a manner that complies with all the requirements of the OHS Act and all its associated regulations, and in so doing, minimize the risk of incidents occurring; and
- c) respond to the instructions issued by the Employer's Agent through the Employer's Agent's Representative, except in the case of a health and safety issue which requires the Contractor's

immediate attention, in which case the Employer's Health and Safety Agent can issue an instruction directly to the Contractor.

## D5 ADMINISTRATION

### H5.1 Application for construction work permit

It must be noted that from August 2018 all projects that meet the following criteria will require a construction work permit to be applied for at least 30 days prior to the work being carried out:

- Exceed 365 days and will involve more than 3600 person days of construction work; or
- The tender value limit is grade 7, 8 or 9 of the Construction Industry Development Board (CIDB) grading.

### D5.2 Notification of intention to commence construction work

The Contractor shall notify the Provincial Director of the Department of Labour in writing using the pro forma contained in Annexure 2 of the Construction Regulations, 2014 before construction work commences, and retain a copy of such notification in the health and safety file, if such work will:

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

The Contractor shall ensure that no work commences on an electrical installation which requires a new supply or an increase in electricity supply before the person who supplies or contracts or agrees to supply electricity to that electrical installation has been notified of such work.

The Contractor shall ensure that no asbestos work is carried out before the Provincial Director of the Department of Labour has been notified in writing.

### D5.3 Occupational Health and Safety Agreement

The Contractor shall enter into an Agreement with the Employer before the commencement of the Works on Site.

#### D5.4 Good standing with the Compensation Fund or a licensed compensation insurer

The Contractor shall provide the Employer's Agent with a letter of good standing from the Compensation Commissioner or a licensed compensation insurer before the commencement of the Works on Site.

#### D5.5 Emergency procedures

The Contractor shall submit for acceptance to the Employer's Agent a health and safety emergency procedure, which includes but is not limited to fire, spills, accidents and exposure to hazardous substances, which:

- a) identifies the key personnel who are to be notified of any emergency;
- b) sets out details of available emergency services, including contact particulars; and
- c) the actions or steps which are to be taken during an emergency.

The Contractor shall within 24 hours of an emergency taking place notify the Employer's Agent in writing of the emergency and briefly outline what happened and how it was dealt with.

#### D5.6 Health and safety file

The Contractor shall ensure that a Health and Safety file, which shall include all documentation required in terms of the provisions of the OHS Act, the Construction Regulations, 2014 and this Health and Safety Specification, is open and kept on Site at all times.

The Health and Safety file shall be made available for inspection by any inspector, subcontractor, the Employer, the Employer's Agent, the Employer's Health and Safety Agent, or employee of the Contractor, upon the request of such persons.

The Contractor shall hand over the Health and Safety file to the Employer's Agent upon Works completion of the Contract and, if applicable, a certificate of compliance accompanied by a test report for the electrical installation in accordance with the provisions of the Electrical Installation Regulations,

#### D5.7 Health and safety committee

Where applicable, the Contractor shall establish a health and safety committee, and shall convene health and safety meetings as provided for in the OHS Act.

The Employer's Agent or the Employer's Health and Safety Agent shall be invited to attend such meetings as an observer.

The Contractor shall ensure that minutes of the health and safety committee meetings are kept.

#### D5.8 Inspections, formal enquires and incidents

The Contractor shall inform the Employer's Agent:

- a) beforehand of inspections, investigations or formal inquiries of which he has been notified by an inspector; and
- b) as soon as reasonably practicable of the occurrence of an incident (as defined in the OHS Act) on the Site.

The Contractor shall record all incidents and notify the Employer's Agent of any incident, except in the case of a traffic accident on a public road, as soon as possible after it has occurred and report such incident to an inspector as designated in terms of the OHS Act.

The Contractor shall investigate all incidents and issue the Employer's Agent with copies of such investigations.

#### D5.8 Personal protective equipment and clothing

The Contractor shall ensure that all workers are issued with the necessary personal protective clothing.

The Contractor shall carry out PPE or clothing needs analysis in accordance with his risk assessment, to determine the necessary PPE or clothing to be used during construction. The Contractor shall make provision and keep adequate quantities of SABS approved PPE or clothing on site at all times.

The Contractor must ensure that personnel are trained in the correct use of PPE to be used.



The Contractor must ensure that lost, stolen, worn out or damaged PPE is replaced as required and receipt signed for by employees on site.

## D6 APPOINTMENTS

### D6.1 Appointment of construction manager

The Contractor shall, prior to commencing the Works on Site, appoint a full-time competent person as the construction manager, with the duty of managing all construction work on a single site, including the duty of ensuring occupational health and safety compliance. In the absence of the construction manager an alternative must be appointed by the Contractor.

The Contractor may, having considered the size of the project, appoint, in writing, one or more assistant construction managers for different sections thereof.

No construction manager may manage any construction work on or in any construction site other than the Site in respect of which he or she has been appointed.

### D6.2 Appointment of construction supervisor, and health and safety officers

The construction manager shall appoint a competent employee(s) in writing as the construction supervisor(s) for the Site, who will be responsible for construction activities and ensuring occupational health and safety compliance on the construction site. The Contractor may, having considered the size of the project, appoint, in writing, one or more competent employees to assist the appointed construction supervisor(s).

The Contractor may, having considered the size of the project, the degree of danger likely to be encountered or the accumulation of hazards or risks on the Site, appoint a full-time or part-time construction health and safety officer in writing, who has in the Contractor's opinion the necessary competencies and resources, to assist the Contractor in the control of all health and safety related aspects on the Site.

The Contractor shall compile and maintain an organogram which outlines the roles and responsibilities of the construction supervisor's assistants, and health and safety officers.

### D6.3 Other competent persons

The Contractor shall appoint in writing competent persons to supervise or inspect, as relevant, any of the following:

- a) temporary works operations;
- b) excavation work;
- c) demolition work;
- d) scaffolding work operations;
- e) suspended platform work operations;
- f) rope access work;
- g) material hoists;
- h) operation of bulk mixing plant;
- i) explosive activated fastening device;
- j) cranes;
- k) construction vehicles and mobile plant (equipment);
- l) the stacking and storage of articles on the Site; and
- m) fire equipment.

The Contractor shall appoint in writing competent persons to:

- n) induct employees in health and safety; and
- o) prepare a fall protection plan.

### D6.4 Health and safety representative(s)

The Contractor shall appoint in writing, if necessary in terms of the OHS Act, a health and safety employee representative(s), whose duties shall be as described in the OHS Act.

## D7 EMPLOYER'S HEALTH AND SAFETY AGENT

The Employer's Health and Safety Agent shall:

- a) audit the Contractor's compliance with the requirements of this Specification prior to the commencement of any physical construction activities on the Site;
- b) accept or reject all safety plans, giving reasons for rejecting such plans;
- c) monitor the effective implementation of all safety plans;
- d) conduct periodic and random audits on the health and safety file to establish compliance with the requirements of this Specification and the Contractor's health and safety plan; and
- e) visit the site at regular intervals to conduct site inspections, and based upon such visits issue, wherever necessary, any notices and/or instructions to the Contractor or any of the Contractor's subcontractors with a copy to the Employer's Agent and, where relevant, to the Contractor.

The Contractor shall invite the Employer's Health and Safety Agent to audit compliance with the requirements of this Specification before commencing with any new construction activity on the Site.

The Contractor shall permit the Employer's Health and Safety Agent to audit the Contractor's compliance with the approved Health and Safety Plan, and shall provide any assistance and/or documentation as may be required in this regard.

## D8 CREATING AND MAINTAINING A SAFE AND HEALTHY WORK ENVIRONMENT

### D8.1 General

The Contractor shall with respect to the Site and the construction works that are contemplated:

- a) cause a preliminary hazard identification to be performed by a competent person before commencing any physical construction activity;
- b) evaluate the risks associated with such work constituting a hazard to the health and safety of such employees and the steps that need to be taken to comply with the OHS Act; and
- c) as far as is reasonably practicable, prevent the exposure of such employees to the hazards concerned or, where prevention is not reasonably practicable, minimize such exposure.

The Contractor shall ensure that:

- d) all reasonably practicable steps are taken to prevent the uncontrolled collapse of any new or existing structure or any part thereof, which may become unstable or is in a temporary state of weakness or instability due to the carrying out of construction work;
- e) no structure or part of a structure is loaded in a manner which would render it unsafe;
- f) relevant information, if any, provided by the designer of the structure is taken into account in the risk assessment; and
- g) the designer of any temporary works complies with the requirements of regulation 6(2) of Construction Regulations, 2014.

The Contractor shall carry out regular inspections and audits to ensure that the Works are being performed in accordance with the requirements of this Specification and the Contractor's health and safety plan.

#### D8.2 Risk assessment

The Contractor shall before the commencement of any construction work on Site and during such construction work, cause risk assessment(s) to be performed by a competent person appointed in writing. Such assessment(s) shall as a minimum:

- a) identify the risks and hazards to which persons may be exposed to;
- b) analyse and evaluate the identified risks and hazards based on a documented method.
- c) document a plan of safe work procedures, including the use of any personal protective equipment or clothing and the undertaking of periodic "toolbox talks" or inductions before undertaking hazardous work, in order to mitigate, reduce or control the risks and hazards that have been identified.
- d) provide a monitoring plan; and
- e) provide a review plan.

The Contractor shall ensure that as far as is reasonably practicable, ergonomic related hazards are analysed, evaluated and addressed in the risk assessment.

The Contractor must review the relevant risk assessment -

- f) where changes are affected to the design and or construction that result in a change to the risk

profile; or

- g) when an incident has occurred.

### D8.3 Health and safety plans

The Contractor shall prior to commencing the Works to which this Specification applies, submit to the Employer's Health and Safety Agent for approval a suitable and sufficiently documented health and safety plan, based on this Specification and the risk assessment that is conducted.

The health and safety plan shall include, but not be limited to, the following:

- a) The safety management structure, including the names of all designated persons such as the construction supervisor and any other competent persons;
- b) Safety method statements and procedures to be adopted to ensure compliance with the OHS Act; Construction Regulations, 2014 and this Health and Safety Specification;
- c) The provision and use of temporary services;
- d) Personal protective equipment, devices and clothing required;
- e) Emergency procedures;
- f) Provision of workers' welfare facilities;
- g) Induction and training;
- h) Arrangements for monitoring and control to ensure compliance with the safety plan; and
- i) Provision and maintenance of the health and safety file and all other relevant documentation.

The Contractor shall provide each subcontractor with the sections of this Health and Safety Specification pertaining to the construction work to be performed by that subcontractor. The subcontractor shall provide the Contractor with a health and safety plan pertaining to his work, for incorporation into the Contractor's health and safety plan.

The Contractor shall discuss the submitted health and safety plan with the Employer's Health and Safety Agent, modify such plan in the light of the discussions and resubmit the modified plan for approval.

The Contractor shall apply the approved health and safety plan from the date of its approval and for the duration of the Works to which this Specification applies.

The Contractor shall conduct periodic audits for compliance with the approved health and safety plan at

intervals agreed upon with the Employer's Health and Safety Agent, but at least once every month.

The Contractor shall update the health and safety plan whenever changes to the Works are brought about.

#### D8.4 Responsibilities towards employees and visitors

The Contractor shall, as far as is reasonably practicable, cause every employee to be made conversant with the hazards to his health and safety attached to any work which he has to perform, any article or substance which he has to produce, process, use, handle, store or transport and any plant or machinery which he is required or permitted to use, as well as with the precautionary measures which should be taken and observed with respect to those hazards or safe work procedures.

The Contractor shall ensure that all employees under his control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the risk assessment.

The Contractor shall cause a record of all induction training to be kept, which indicates the names, identity numbers and job description of all those who attended such training.

The Contractor shall not allow or permit any employee to enter the Site, unless such person has undergone health and safety induction training pertaining to the hazards prevalent on the Site at the time of entry.

The Contractor shall ensure that all of his employees have a valid medical certificate of fitness specific to the construction work to be performed and issued by an occupational health practitioner on the prescribed form.

The Contractor shall ensure that each visitor to the Site, save where such visitor only visits the site office and is not in direct contact with the construction work activities:

- a) undergoes health and safety instruction pertaining to the hazards prevalent on the Site; and
- b) is in possession of and using the necessary personal protective equipment.

The Contractor shall cause a record of all induction training to be kept in the Health and Safety file.

The Contractor shall provide suitable on-site signage to alert workers and visitors to health and safety hazards and requirements. Such signage shall include but not be limited to:

- prohibited unauthorized entrance;
- signage to indicate what personal protective equipment is to be worn; and
- activity related signs.

The Contractor shall not permit any person who is or who appears to be under the influence of intoxicating liquor or drugs, to enter or remain at a workplace.

#### D0.0 Subcontractors

The Contractor may only subcontract work in terms of a written subcontract and shall only appoint a subcontractor should he be reasonably satisfied that such a subcontractor has the necessary competencies and resources to safely perform the work falling within the scope of the subcontract.

The Contractor shall ensure that all of his obligations in respect of subcontractors in terms of the Construction Regulations, 2014 are adhered to.

#### D0.1 Work permits and wayleaves

The Contractor shall be responsible for obtaining all the wayleaves, permissions or permits applicable to working near any existing services or other infrastructure on Site, and shall abide by the safety conditions imposed by such wayleaves, permissions or permits.

#### D0.2 Access to the Site

The Contractor shall ensure that access to the Site is strictly controlled and that, where possible, only authorised persons are permitted onto the Site.

The Contractor shall control the access to Site of his own personnel and equipment, and that of his subcontractors and suppliers, in such a way so as to ensure that the safety of all public pedestrian and vehicular traffic is not compromised.

#### D0.3 First aid and emergency procedures

The Contractor shall, where more than five employees are employed at a workplace, provide a first aid box or boxes at or near the workplace, which shall be available and accessible for the treatment of injured persons at that workplace. Such first aid boxes shall contain suitable first aid equipment.

The Contractor shall ensure, where there are more than 10 employees employed on the Site, that for every group of up to 50 employees at that workplace at least one person is readily available during normal working hours who is in possession of a valid certificate of competency in first aid.

The following information shall be conspicuously posted in the offices of the Contractor for the duration of the Contract:

Telephone numbers of emergency services;

The names of all safety representatives and safety officers; and The name(s) of the competent first aider(s).

The Contractor shall post, in prominent places, notices indicating where the first aid box(es) is/are kept, as well as the name of the person in charge of the first aid box.

#### D0.4 Housekeeping

The Contractor shall ensure, inter alia, that suitable housekeeping is continuously implemented on the Site, including provision for the:

removal of scrap, waste and debris, and materials which are no longer required for use, at appropriate intervals (in accordance with Construction Regulation 27); and

proper stacking and storage of materials and equipment (in accordance with Construction Regulations 27 and 28).

#### D0.5 Fire precautions

The Contractor shall ensure that all appropriate measures are taken to minimise the risk of fire and that appropriate procedures and equipment are in place to deal with the event of a fire, all in accordance with Construction Regulation 29 and the Environmental Management Specification in Part C3.5 of the Scope of Work.

#### D0.6 Facilities for workers



The Contractor shall provide ablution facilities and eating areas all as specified in the Environmental Management Specification in Part C3.5 of the Scope of Work.

## D9 GENERAL HAZARDS AND RISKS APPLICABLE TO WORK REQUIRED IN TERMS OF THIS TERM TENDER

### D9.1 Existing Site conditions

#### a) Hazards particular to this project by virtue of location:

- Members of public and road traffic could be present
- Dangerous Fauna - Snakes, Dogs, Bees could be present
- Potential presence of live underground, overhead and above ground services.
- Potential threat to security of personnel.
- Soil conditions could be unsafe, requiring excavation support measures, including shoring

#### b) Overhead, Above Ground and Underground Services crossing the site:

- Overhead: Telkom, Electrical services may be present at a site
- Underground: Electrical, Water, Sewage, Storm Water, Fibre Optic may be present at a site
- Ground level: Plant in substation, Street lighting may be present at a site
- Service Drawings available: Drawings may be available. Please liaise with Project Manager.
- Wayleaves and Permits required: Where applicable, Contractor to apply for such documentation
- Isolations required: Depending on the site and works required, isolations may be required.

### H9.2 Information provided by the designer (CR 6(1))

The Designer has Health and Safety duties assigned in terms of the Construction Regulations. Where the contractor fulfils a design function in terms of this project (refer to “definitions” section of this document), these duties will also apply. Please refer to Regulation 6 of the Construction Regulations 2014.

### D9.3 Environmental hazards

The Contractor must be mindful of adverse weather conditions upon the health and safety of the workforce. This includes inclement weather, strong wind, heat stress, extreme cold, etc. The Contractor's risk assessment process must take into account the risks associated with such weather conditions. The same applies when working in an environment where there is a risk to employees' health and safety from presence of poisonous flora, or wildlife (including bees, snakes etc.). the Contractor's risk assessment process must take these risks into account.

For lightning the following guide exists:

- Where high level construction or maintenance work is being performed, thunder storms present a wind and rain risk to the workers in elevated positions but lightning is also a significant risk.
- To establish how far the lightning is from a work area, this distance can be determined by multiplying the time difference in seconds between the actual lightning flash seen and the hearing of the thunder rumble by 344m per second (ie. the speed of sound travel) to calculate the distance to the lightning flash in metres.
- Distance to lightning in metres = seconds time difference between the flash and its rumble x 344 m/sec
- This means that a 3 second delay represents a lightning flash just over 1 km distant. Explosives factories use a 10 second delay (a 3.4km distance) for production building evacuation because of lightning risk.

#### D9.4 Traffic hazards

Existing Traffic Systems:

- Condition: Surfaced roads generally in good condition can be expected, but can occasionally be fair to poor.
- Restrictions to access: this to be determined by the contractor for each site
- Speed restrictions: this to be determined by the contractor for each site

#### D9.5 Construction materials (hazardous substances)

In addition to the requirements in the HCS Regulations, the principal contractor must provide proof in the Health and Safety Plan that:

- Material Safety Data Sheets (MSDS's) of the relevant materials / hazardous chemical substances are available prior to use by the contractor. All MSDS's shall be available for inspection by the agent at all times;

- Risk assessments are done at least once every 6 months;
- Exposure monitoring is done according to OESSM and by an Approved Inspection Authority (AIA) and that the medical surveillance programme is based on the outcomes of the exposure monitoring;
- How the relevant HCS's are being/going to be controlled by referring to:
  - o Limiting the amount of HCS
  - o Limiting the number of employees;
  - o Limiting the period of exposure
  - o Substituting the HCS;
  - o Using engineering controls;
  - o Using appropriate written work procedures;
- The correct PPE is being used;
- HCS are stored and transported according to SABS 072 and 0228;
- Training with regards to these regulations was given.

The Health and Safety plan should make reference to the disposal of hazardous waste on classified sites and the location thereof (where applicable). The First Aider must be made aware of the MSDS and trained in how to treat HCS incidents appropriately.

#### D9.6 Fall protection (working at heights) (CR 10)

Working at heights are not expected to be required within the scope of works for this tender. If contract works include this activity, then the safety agent for the project must be contacted for advice on the precautions required.

#### D9.7 Structures (CR 11)

Structures are not expected to be encountered within the scope of works for this tender. If contract works include this activity, then the safety agent for the project must be contacted for advice on the precautions required.

#### D9.8 Temporary Works (CR 12)

Temporary works are not expected to be required within the scope of works for this tender. If contract works include this activity, then the safety agent for the project must be contacted for advice on the precautions required.

## D9.9 Excavation work (CR 13)

A contractor must –

- Ensure that all excavation work is carried out under the supervision of a competent person who has been appointed in writing for that purpose; and
  - Evaluate, as far as is reasonably practicable, the stability of the ground before excavation work begins.

A contractor who performs excavation work -

- Must take reasonable and sufficient steps in order to prevent, as far as is reasonably practicable, any person from being buried or trapped by a fall or dislodgement of material in an excavation;
- May not require or permit any person to work in an excavation which has not been adequately shored or braced: provided that shoring and bracing may not be necessary where:
  - o The sides of the excavation are sloped to at least the maximum angle of repose measured relative to the horizontal plane; or
  - o Such an excavation is in stable material: provided that –
  - o permission has been given in writing by the appointed competent person contemplated above upon evaluation by him or her of the site conditions; and
  - o where any uncertainty pertaining to the stability of the soil still exists, the decision from a professional engineer or a professional technologist competent in excavations is decisive and such a decision must be noted in writing and signed by both the competent person and the professional engineer or technologist, as the case may be;
- must take steps to ensure that the shoring or bracing contemplated above is designed and constructed in a manner that renders it strong enough to support the sides of the excavation in question;
- must ensure that no load, material, plant or equipment is placed or moved near the edge of any excavation where it may cause its collapse and consequently endangers the safety of any person, unless precautions such as the provision of sufficient and suitable shoring or bracing are taken to prevent the sides from collapsing;
- must ensure that where the stability of an adjoining building, structure or road is likely to be affected by the making of an excavation, steps are taken to ensure the stability of such building, structure or road and the safety of persons;
- must cause convenient and safe means of access to be provided to every excavation in which persons are required to work, and such access may not be further than six meters from the point where any worker within the excavation is working;
- must ascertain, as far as is reasonably practicable, the location and nature of electricity, water, gas or other similar services which may in any way be affected by the work to be performed, and

must before the commencement of excavation work that may affect any such service, take the steps that are necessary to render the circumstances safe for all persons involved;

- o must ensure that every excavation, including all bracing and shoring, is inspected –
  - ☒ daily, prior to the commencement of each shift;
  - ☒ after every blasting operation;
  - ☒ after an unexpected fall of ground;
  - ☒ after damage to supports; and
  
  - ☒ after rain,
  - ☒ by the competent person, in order to ensure the safety of the excavation and of persons, and those results must be recorded in a register kept on site and made available on request to an inspector, the client, the client's agent, any other contractor or any employee;
- must cause every excavation which is accessible to the public or which is adjacent to public roads or thoroughfares, or whereby the safety of persons may be endangered, to be –
  - o adequately protected by a barrier or fence of at least one metre in height and as close to the excavation as is practicable; and
  - o provided with warning illuminates or any other clearly visible boundary indicators at night or when visibility is poor, or have resort to any other suitable and sufficient precautionary measure where this is not practicable;
- must ensure that all precautionary measures stipulated for confined spaces as determined in the General Safety Regulations, 2003, are complied with by any person entering any excavation;
- must, where the excavation work involves the use of explosives, appoint a competent person in the use of explosives for excavation, and must ensure that a method statement is developed by that person in accordance with the applicable explosives legislation; and
- must cause warning signs to be positioned next to an excavation within which or where persons are working or carrying out inspections or tests.

#### D9.10 Demolition Work (CR 14)

All demolition work will require a Demolition certificate, which is to be issued to the contractor by the Employers agent. A full risk assessment and demolition method statement is to be done by the contractor and submitted for approval to the employer's agent before work may commence.

#### D9.11 Tunneling (CR 15)

Tunneling is not expected to be required within the scope of works for this tender. If contract works include this activity, then the safety agent for the project must be contacted for advice on the precautions required.

#### H9.12 Scaffolding (CR 16)

Where access or support scaffolding is to be erected for works to be done the Contractor is to provide a risk assessment and work methodology for the intended temporary structure. All scaffolding works to be done by the contractor is to be done by trained competent personnel with the relevant experience and accredited training. Proof of training and medical certificates to be provided and included in the Health and Safety documentation. Continuous inspection of scaffolding is to be done, with the allocation of relevant safe-to-use signage and provision scaffolding certificates for all temporary scaffolding structures on the relevant building site.

#### H9.13 Suspended Platforms (CR 17)

Suspended platforms is not expected to be required within the scope of works for this tender. If contract works include this activity, then the safety agent for the project must be contacted for advice on the precautions required.

#### H9.14 Rope Access Work (CR 18)

Rope access work is not expected to be required within the scope of works for this tender. If contract works include this activity, then the safety agent for the project must be contacted for advice on the precautions required.

#### H9.15 Material Hoists (CR 19)

Material hoists are not expected to be required within the scope of works for this tender. If contract works include this activity, then the safety agent for the project must be contacted for advice on the precautions required.

#### H9.16 Bulk mixing plant (CR 20)

A contractor must ensure that the operation of a bulk mixing plant is supervised by a competent person who has been appointed in writing and is –

- aware of all the dangers involved in the operation thereof; and
- conversant with the precautionary measures to be taken in the interest of health and safety.

No person supervising or operating a bulk mixing plant may authorize any other person to operate the plant, unless that person is competent to operate a bulk mixing plant.

A contractor must ensure that the placement and erection of a bulk mixing plant complies with the requirements set out by the manufacturer and that such plant is erected as designed.

A contractor must ensure that all devices to start and stop a bulk mixing plant are provided and that those devices are placed in an easily accessible position and constructed in a manner to prevent accidental starting.

A contractor must ensure that the machinery and plant selected is suitable for the mixing task and that all dangerous moving parts of a mixer are placed beyond the reach of persons by means of doors, covers or other similar means.

No person may remove or modify any guard or safety equipment relating to a bulk mixing plant, unless authorized to do so by the appointed person.

A contractor must ensure that all precautionary measures stipulated for confined spaces as determined in the General Safety Regulations, 2003, are complied with when entering any silo.

A contractor must ensure that a record is kept of all repairs or maintenance to a bulk mixing plant and that the record is available on site to an inspector, the client, the client's agent or any employee.

#### H9.17 Explosive actuated fastening device (CR 21)

Explosive actuated fastening devices are not expected to be required within the scope of works for this tender. If contract works include this activity, then the safety agent for the project must be contacted for advice on the precautions required.

#### H9.18 Cranes (CR 22)

A contractor must, in addition to compliance with the Driven Machinery Regulations, 1988 ensure that where tower cranes are used-

- they are designed and erected under the supervision of a competent person;
- a relevant risk assessment and method statement are developed and applied;
- the effects of wind forces on the crane are taken into consideration and that a wind speed device is fitted that provides the operator with an audible warning when the wind speed exceeds the design engineer's specification;
- the bases for the tower cranes and tracks for rail-mounted tower cranes are firm, level and secured;
- the tower crane operators are competent to carry out the work safely; and the tower crane operators have a medical certificate of fitness to work in such an environment, issued by an occupational health practitioner.

#### H9.19 Construction vehicles and mobile plant (equipment) (CR 23)

A contractor must ensure that all construction vehicles and mobile plant-

- are of an acceptable design and construction;
- are maintained in a good working order;
- are used in accordance with their design and the intention for which they were designed, having due regard to safety and health;
- are operated by a person who-
  - o has received appropriate training, is certified competent and in possession of proof of competency and is authorised in writing to operate those construction vehicles and mobile plant;
  - o has a medical certificate of fitness to operate those construction vehicles and mobile plant, issued by an occupational health practitioner;
  - o have safe and suitable means of access and egress;
  - o are properly organized and controlled in any work situation by providing adequate signaling or other control arrangements to guard against the dangers relating to the movement of vehicles and plant, in order to ensure their continued safe operation;
  - o are prevented from falling into excavations, water or any other area lower than the working surface by installing adequate edge protection, which may include guardrails and crash barriers;
  - o are fitted with structures designed to protect the operator from falling material or from being crushed should the vehicle or mobile plant overturn;



- o are equipped with an acoustic warning device which can be activated by the operator;
- o are equipped with an automatic acoustic reversing alarm; and
- o are inspected by the authorised operator or driver on a daily basis using a relevant checklist prior to use and that the findings of such inspection are recorded in a register kept in the construction vehicle or mobile plant.

A contractor must ensure that -

- no person rides or is required or permitted to ride on a construction vehicle or mobile plant otherwise than in a safe place provided thereon for that purpose;
- every construction site is organized in such a way that, as far as is reasonably practicable, pedestrians and vehicles can move safely and without risks to health;
- the traffic routes are suitable for the persons, construction vehicles or mobile plant using them, are sufficient in number, in suitable positions and of sufficient size;
- every traffic route is, where necessary, indicated by suitable signs;
- all construction vehicles and mobile plant left unattended at night, adjacent to a public road in normal use or adjacent to construction areas where work is in progress, have appropriate lights or reflectors, or barricades equipped with appropriate lights or reflectors, in order to identify the location of the vehicles or plant;
- all construction vehicles or mobile plant when not in use, have buckets, booms or similar appendages, fully lowered or blocked, controls in a neutral position, motors stopped, wheels chocked, brakes set and ignition secured;
- whenever visibility conditions warrant additional lighting, all mobile plant are equipped with at least two headlights and two taillights when in operation;
- tools, material and equipment are secured and separated by means of a physical barrier in order to prevent movement when transported in the same compartment with employees;
- vehicles used to transport employees have seats firmly secured and adequate for the number of employees to be carried; and
- all construction vehicles or mobile plant travelling, working or operating on public roads comply with the requirements of the National Road Traffic Act, 1996.

#### H9.20 Electrical installations and machinery (CR 24)

Electrical installations and machinery devices are not expected to be required within the scope of works for this tender. If contract works include this activity, then the safety agent for the project must be contacted for advice on the precautions required.

#### H9.21 Use and Temporary Storage of Flammable Liquids on Construction Sites (CR 25)

A contractor must, in addition to compliance with the provisions for the use and storage of flammable liquids in the General Safety Regulations, 2003, ensure that –

- where flammable liquids are being used, applied or stored at the workplace concerned, it is done in a manner that does not cause a fire or explosion hazard, and that the workplace is effectively ventilated;
- no person smokes in any place in which flammable liquid is used or stored, and the contractor must affix a suitable and conspicuous notice at all entrances to any such areas prohibiting such smoking;
- an adequate amount of efficient fire-fighting equipment is installed in suitable locations around the flammable liquids store with the recognized symbolic signs;
- only the quantity of flammable liquid needed for work on one day is taken out of the store for use;
- all containers holding flammable liquids are kept tightly closed when not in actual use and, after their contents have been used up, are removed from the construction site and safely disposed of;
- where flammable liquids are decanted, the metal containers are bonded and earthed; and • no flammable material, including cotton waste, paper, cleaning rags or similar material is stored together with flammable liquids.

#### H9.22 Water environments (CR 26)

A contractor must ensure that where construction work is done over or in close proximity to water, provision is made for-

- preventing persons from falling into water; and
- the rescuing of persons in danger of drowning.

A contractor must ensure that where a person is exposed to the risk of drowning by falling into the water, the person is provided with and wears a lifejacket.

#### H9.23 Housekeeping and General Safeguarding on Construction Sites (CR 27(g))

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

- the proper storage of materials and equipment;

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

#### H9.24 Stacking and Storage on Construction Sites (CR28)

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

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

#### H9.25 Fire Precautions on Construction Sites (CR 29)

A contractor must, in addition to compliance with the Environmental Regulations for Workplaces, 1987, ensure that –

- all appropriate measures are taken to avoid the risk of fire;
- sufficient and suitable storage is provided for flammable liquids, solids and gases;
- smoking is prohibited and notices in this regard are prominently displayed in all places containing readily combustible or flammable materials;
- in confined spaces and other places in which flammable gases, vapours or dust can cause danger –
- o only suitably protected electrical installations and equipment, including portable lights, are used;

- o there are no flames or similar means of ignition;
- o there are conspicuous notices prohibiting smoking;
- o oily rags, waste and other substances liable to ignite are without delay removed to a safe place; and
- o adequate ventilation is provided;
- combustible materials do not accumulate on the construction site;
  
- welding, flame cutting and other hot work are done only after appropriate precautions have been taken to reduce the risk of fire;
- suitable and sufficient fire-extinguishing equipment is placed at strategic locations or as may be recommended by the Fire Chief or local authority concerned, and that such equipment is maintained in a good working order;
- the fire equipment contemplated above is inspected by a competent person, who has been appointed in writing for that purpose, in the manner indicated by the manufacturer thereof;
- a sufficient number of workers are trained in the use of fire- extinguishing equipment;
- where appropriate, suitable visual signs are provided to clearly indicate the escape routes in the case of a fire;
- the means of escape is kept clear at all times;
- there is an effective evacuation plan providing for all –
  - o persons to be evacuated speedily without panic;
  - o persons to be accounted for; and
  - o plant and processes to be shut down; and
  - o a siren is installed and sounded in the event of a fire.

#### H9.26 General Machinery

The Contractor shall comply 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 that use machinery and enforce compliance.

#### H9.27 Pressure Equipment

The Contractor shall comply with the Pressure Equipment Regulations, which include inspecting equipment regularly, appointing a competent person to inspect and ensure maintenance, issuing PPE or

clothing and training those that use equipment and enforce compliance.

#### H9.28 Portable Electrical Tools

The Contractor shall comply with the Electrical Machinery Regulations and shall ensure that use and storage of all portable electrical tools are in compliance with relevant legislation.

The Contractor shall consider that:

- A competent person undertakes routine inspections;
- Only authorised persons use the tools;
- There are safe working procedures applied;
- Awareness training is carried out and compliance is enforced at all times; and
- PPE and clothing is provided and maintained.

#### H9.29 Welding, Flame-cutting, Soldering and Similar Operations

No employer or user of machinery shall require or permit welding or flame cutting operations to be undertaken, unless –

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

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

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

No employer or user of machinery shall require or permit electric welding to be undertaken in wet or

damp places, inside metal vessels or in contact with large masses of metal, unless –

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

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

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

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

### H9.30 Public Health and Safety

The Contractor shall ensure that each person working on or visiting a site, and the surrounding community, shall be made aware of the dangers likely to arise from onsite activities and the precautions to be observed to avoid or minimize those dangers. Appropriate health and safety signage shall be posted at all times.

### H9.31 Work in Confined Spaces

An employer or a user of machinery shall take steps to ensure that a confined space is entered by an

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

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

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

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

- the provisions of sub regulation (2) (b) are complied with;
- any employee or person entering the confined space is using a safety harness or other similar equipment, to which a rope is securely attached which reaches beyond the access to the confined space, and the free end of which is attended to by a person referred to in paragraph (c);
- at least one other person trained in resuscitation is and remains in attendance immediately outside the entrance of the confined space in order to assist or remove any or persons from the confined space, if necessary; and
- effective apparatus for breathing and resuscitation of a type approved by the chief inspector is available immediately outside the confined space.

An employer or user of machinery shall take steps to ensure that all persons vacate a confined space on completion of any work therein.

Where the hazardous gas, vapor, dust or fumes contemplated in sub regulation (2) are of an explosive or flammable nature, an employer or user of machinery shall further take steps to ensure that such a confined space is entered only if –

- the concentration of the gas, vapor, dust or fumes does not exceed 25 per cent of the lower explosive limit of the gas, vapor, dust or fumes concerned where the work to be performed is of such a nature that it does not create a source of ignition; or

- such concentration does not exceed 10 per cent of the lower explosive limit of the gas, vapor, dust or fumes where other work is performed.

The provisions of this regulation shall mutatis mutandis also apply, in so far as they can be so applied, to any work which is performed in any place or space on the outside of and bordering on or in the immediate vicinity of, any confined space, and in which place or space, owing to its proximity to the confined space, any hazardous article, oxygen-deficient atmosphere or dangerous concentration of gas, vapor, dust or fumes may occur or be present.

#### H9.32 Lifting Machinery and Tackle

The Contractor shall ensure that lifting machinery and tackle is inspected before use and on a monthly basis. The Contractor shall have lifting machinery and tackle inspector who will inspect the equipment at intervals required by the Driven Machinery Regulations, taking into account that:

- All lifting machinery and tackle have a safe working load clearly indicated;
- Regular inspection and servicing is carried out;
- Records are kept of inspections and of service certificates;
- Thorough examinations are carried out by competent personnel at the frequencies required by
- legislation
- There is proper supervision in terms of guiding the loads which includes a trained banks man to direct and check lifting tackle if it is safe for use.

#### H9.33 Noise Induced Hearing Loss

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

- Proof of training with regards to these regulations.
- Risk assessment done within 1 month of commencement of work.
- That monitoring carried out by an AIA and done according to SABS 083.
- Medical surveillance programme established and maintained for the necessary employees.
- Control of noise by referring to:
- Engineering methods considered
- Admin control (number of employees exposed) considered
- Personal protective equipment considered/decided on
- Describe how records are going to be kept for 40 years.



**THE HEALTH AND SAFETY ACT. 1993 (ACT NO 85 OF 1993)**

**AGREEMENT IN TERMS OF**

THIS AGREEMENT made at .....on this the  
..... day of ..... in the year.....

between ..... (hereinafter called “the employer”) of the  
one part, herein represented by .....

in his capacity as .....

and ..... (herein called “the mandatory”) of the  
other part,

herein represented by .....

in his capacity as .....

WHEREAS the employer is desirous that certain works be constructed, Mill Street, Paarl. GPS  
Coordinates.

and has accepted a tender by the mandatory for the construction, completion and maintenance of such  
works and where as the employer and the mandatory have agreed to certain arrangements and  
procedures to be followed in order to ensure compliance with the provisions of the Occupational Health  
and Safety Act, 1993 (Act 85 of 1993):

**NOW THEREFORE THIS AGREEMENT WITNESS TO AS FOLLOWS:**

1 The mandatory shall execute the work in accordance with the contract documents pertaining to this  
contract.

2 This agreement shall hold good from its commencement date, which shall be the date of a written

notice from the employer or principal agent requiring him to commence the execution of the works, to either

(a) The date of the final certificate issued in terms of clause 5.0 of the principal building agreement (hereinafter referred to as "the GCC")

Or

1.1 The date of cancellation of the contract in terms of clauses 9 of the GCC.

3 The mandatory declared himself to be conversant with the following:

(a) All the requirements, regulations and standards of the Occupational Health and Safety Act, 1993(Act85 of 1993), hereinafter referred to as "the act", together with its amendments and with special reference to the following sections of the act:

1.1 Section 8: General duties of employers to their employees;

1.2 Section 9: General duties of employers and self-employed persons to persons other than employees;

1.3 Section 37: Acts or omissions by employees or mandatories, and

1.4 Subsection 37(2) relating to the purpose and meaning of this agreement.

(The procedures and safety rules of the employer as pertaining to the mandatory and to all his subcontractors.

4 In addition to the requirements of the contract and all relevant requirements of the abovementioned volume 3, the mandatory agrees to execute all the works forming part of this contract and to operate and utilise all machinery, plant and equipment in accordance with the act.

5 The mandatory is responsible for the compliance with the act by all his subcontractors, whether or not selected and/or approved by the employer.

6 The mandatory warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 which cover shall remain in force whilst any such workmen are present on site. A letter of good standing from the compensation commissioner

to this effect must be produced to the employer upon signature of the agreement.

7 The mandatory undertakes to ensure that he and/or subcontractors and/or their respective employers will at all times comply with the following conditions:

[The mandatory shall assume the responsibility in terms of section 16.1 of the Occupational Health and Safety Act. The mandatory shall not delegate any duty in terms of section 16.2 of this act without the prior written approval of the employer. If the mandatory obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the employer.

[All incidents referred to in the Occupational Health and Safety Act shall be reported by the mandatory to the Department of Labour as well as to the employer. The employer will further be provided with copies of the written documentation relating to any incident.

[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 into any incident involving the mandatory and/or his employees and/or his subcontractors.

In witness thereof the parties hereto have set their signatures hereon in the prescribing witnesses:

SIGNED FOR AND ON BEHALF OF THE

EMPLOYER: .....

WITNESS1 .....2 .....

NAME1 .....2 .....

(IN CAPITAL)

SIGNED FOR AND ON BEHALF OF THE MANDATORY: .....

WITNESS1 .....2 .....

NAME1 .....2 .....

## **WASTE MANAGEMENT GUIDELINES FOR BUILDING PROJECTS AND MAINTENANCE**

### **OBJECTIVE**

These guidelines will assist in the design of a practical refuse management plan in order to comply with the DRAKENSTEIN MUNICIPALITY INTERGRATED WASTE MANAGEMENT BY-LAW

MARCH 2020 and relevant legislation as well as national requirements regarding temporary storage of refuse.

### **DEFINITIONS**

**Construction and Demolition Waste (Builder's Rubble):** Pieces of masonry, concrete, etc. resulting from construction, repair and demolition activities, without reinforcing steel, uncontaminated with general waste and with a maximum particle size of 300mm.

**Compost:** Organic waste, generally derived from Garden Waste that has undergone controlled microbial degradation, to produce a contaminant/nuisance free product of potential value as a soil conditioner.

**Garden Waste:** Plant clippings, pruning and other discarded material from gardens and plot clearing in the municipal area.

**Hazardous Waste:** Waste, other than radioactive waste, which is legally defined as hazardous in the state in which it is generated, transported or disposed of. The definition is based on the chemical reactivity, or toxic, explosive corrosive or other characteristics which cause, or are likely to cause, danger to health or to the environment, whether alone or when in contact with each other.

**Recycling:** The recovery any re-usable material from the incoming waste stream, with the intention of re-use or beneficiation.

**Solid Waste:** Unwanted or discarded material with insufficient moisture content to represent free-flowing sludge or to generate free liquid.

**Tons:** 1Ton =1 000 kg.

### **1. CONSTRUCTION WASTE**

Any waste generated by an appointed contractor or sub-contractor is responsible to manage the waste generated by the building/maintenance works related to the appointment made to the principal contractor by the employer's agent in a responsible manner and as referred to in the guidelines. The contractor will be responsible to obtain written proof from the employer's agent to confirm the origin of waste as well as purchase a non-refundable municipal Weighbridge Tip-slip at any of the Municipal finance cashiers.

### **2. HAZARDOUS WASTE**

No hazardous waste may enter the general waste stream. Hazardous waste

must be collected and stored in a safe manner in order to prevent pollution of the environment and must then be disposed of at a hazardous waste disposal site.

In shopping centres and other large developments, the most common hazardous waste is florescent lights containing mercury oxide. A florescent light crusher should be installed that can be sealed once full and can then be safely disposed of.

### **3. WHAT IS REQUIRED DURING CONSTRUCTION PERIOD & OCCUPATION**

Construction Phase:

The expected volumes of spoil created during construction and the intended method of disposal of the spoil must be indicated in the notes.

Written notice on how builder's rubble will be dealt with. The position of a temporary builder's waste storage area and the method of disposal of the waste should also be declared.

Note: Weighbridge Tip-slips should be kept as proof that builders waste had been disposed of in a lawful and responsible way.

Please put a table like the one shown below on all site development as well as building plans that will show the above-required information.

**NOTE 1:**

- All specifications to be read in conjunction with drawing .... and relevant addenda's.
- All materials used to be SABS quality; SANS 10400 approved.
- Proof of qualifications of artisans may be required.
- All work conform to SANS 10400 including Act 103 of 1977 NBR standards & approval.
- The contractor will be required to take dimension of the affected areas on site and will be held solely responsible for the accuracy of all such dimensions.
  
- Any discrepancies to be reported to Department for immediate correction / rectification.
  
- All damage work to existing work due to construction, to be made good, to be repaired to match same as existing at no cost to Municipality.
- Contractor to comply with Construction Regulations of 2014.
  
- All materials used and standard of work SANS 10400 approved.
  
- Contractor to notify the Employer's agent 24 hours in advance before commencement with any work.
- Contractor to obtain written approval from C.O.W or Employer's agent for:
  1. Inspection, approval of all materials
  2. Inspection, approval of all sections of work during all phases of construction work e.g., preparation and finishes for all building work.
  
- Contractor to inform Department 24 hours in advance to do an inspection on all sections of work during all phases of construction and obtain written approval before commencing with next/final phase.
  
- Contractor will only be paid for work done in compliance with specifications and scope of works which is accepted and approved by C.O.W or Employer's agent
  
- The quantities set out in the specifications/ price bill are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payment due and not the quantities given in specification and bill of quantities
  
- Any work after hours must be liaised with Building Maintenance Department and be prior approved in advance with the employer

**NOTE 2:**

- **RESTORING OF SITE:**

Contractor shall clear and cart away all rubble at regular intervals, clean yard and leave premises and site fit for use after completion of contract.

The contractor will use the entrance/ exit routes as identified by the employer for the purpose of delivery of the building materials and removal of rubble.

- **MINIMUM REQUIREMENTS FOR QUALIFYING CONTRACTOR:**

Only contractors that have relevant experience with specific reference to the scope of work and the specifications of a project, etc. will be considered for this project. Prospective contractors to provide information of previous similar relevant projects, as well as contactable references together with their quotation.

- **EVALUATION OF CONTRACTOR QUOTATION RECEIVED.**

Quotation evaluation encompasses a wide spectrum where construction time, materials used, financial costs, correct choice of method and technical considerations each have decisive roles in the final selection process.

Compliance of specification:

- Compliance to quotation submission requirements i.e. submission date and time, supporting documentation of quotation, etc.
- It is compulsory of bidders to submit a completed pre-constructed B.O.Q to be used as your quotation, which covers the full extent and scope of the works. Bidders may not amend the pre-constructed template. Non-compliance will result in unsuccessful applications.
- A detailed material list from a renowned registered supplier is compulsory, displaying the correct amount of only the required material. As mentioned during the compulsory site meeting, non-compliant bids will be non-responsive and disqualified.
- A compulsory sub-contractors' quotation (detailed), if applicable, for a section of the required works.
- A compulsory supplier's quotation, if applicable (detailed) for hiring of plant or material, etc.

For any **technical enquiries** in connection with this specification contact:

Noxolo Qwashu at **021 807 4713** or Vergil Jacobs at **021 807 6470**

**Annexure 1. B.O.Q**

ITEM NO.	ITEM DESCRIPTION
1	P&GS
2	Prepare surfaces to take new paint
3	Painting interior walls and ceilings x2 coats and prima (bac stage)
4	Remove existing damaged ceiling
5	Supply and install new ceilings to be painted white
6	Supply and install new cornice
7	Carefully disconnect and remove exiting hand washing basins
8	Supply and install new hand washing basin
9	Carefully disconnect and remove exiting hand pc pans
10	Supply and install new pc pans
11	Supply and lay new splashback tiles
12	Supply and fit door 2 lever locks with twin key sets
12	Health and Safety
	SUPPLY OF MATERIALS
	MATERIAL MARKUP

**I, the undersigned, for and on behalf of the bidder, hereby confirm that I/we understand the information as stated above and that I/we will comply with all of the above.**

.....

**Name (print)**

.....

**Signature**

.....

**Capacity**

.....

**Date**

In the event of any deviation from the minimum specifications, the bidder must attach details thereof to this bid document.



**PRICING SCHEDULE – FIRM PRICES**  
**(PURCHASES)**

**NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

Name of bidder.....Quotation number: BK009 (DIC0037703) (RE-ADVERTISE)
Closing Time: 10:00 <span style="float: right;">Closing Date: 06 MARCH 2024</span>

**OFFER TO BE VALID FOR 60 DAYS FROM THE CLOSING DATE OF BID.**

**PRICING SCHEDULE**

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	RATE	TOTAL
1	P&GS	SUM	1		
2	Prepare surfaces to take new paint	M <sup>2</sup>	580		
3	Painting interior walls and ceilings x2 coats and prima (bac stage)	M <sup>2</sup>	580		
4	Remove existing damaged ceiling	M <sup>2</sup>	16		
5	Supply and install new ceilings to be painted white	M <sup>2</sup>	20		
6	Supply and install new cornice	r/m	16		
7	Carefully disconnect and remove exiting hand washing basins	No.	4		
8	Supply and install new hand washing basin	No.	4		
9	Carefully disconnect and remove exiting hand pc pans	No.	3		
10	Supply and install new pc pans	No.	3		
11	Supply and lay new splashback tiles	M <sup>2</sup>	3		

12	Supply and fit door 2 lever locks with twin key sets	No.	4		
12	Health and Safety	PC AMOUNT	R30 000		
	SUPPLY OF MATERIALS	SUM	1		
	MATERIAL MARKUP	SUM	%		
	SUBTOTAL				
	10% CONTINGENCY AMOUNT	SUM	1		
	VAT @ 15%				
	<b>TOTAL</b>				

Required by: Noxolo Gwadiso  
Engineering Services

At: Drakenstein Municipality

### **VALUE ADDED TAX**

Where the value of an intended contract will exceed R1 000 000, 00 (R1 million) it is the bidder's responsibility to be registered with the South African Revenue Service (SARS) for VAT purposes in order to be able to issue tax invoices.

It is a requirement of this contract that the amount of value-added tax (VAT) must be shown clearly on each invoice.

The amended Value-Added Tax Act requires that a Tax Invoice for supplies in excess of R3 000 should, in addition to the other required information, also disclose the VAT registration number of the recipient, with effect from 1 March 2005.

The VAT registration number of the Drakenstein Municipality is **4500109717**.

**CHECK LIST FOR COMPLETENESS OF BID DOCUMENT**

The bidder is required to complete the following checklist in order to ensure that the necessary documentation, as required, is attached to this bid document and that all declarations are signed by the bidder:

(\*Mark with "X" where applicable)

<b>Items to be checked</b>	<b>Yes</b>	<b>No</b>	<b>Comments</b>
1. Completed page containing the details of bidder			
2. Valid tax clearance certificate or their unique identification number (PIN) issued by SARS- to enable the municipality to view the taxpayer's profile and tax status (MBD 1)			
3. Completed the pricing schedule (MBD 3.1 )			
4. Completed and signed declaration of interest (MBD 4)			
5. Completed and signed declaration in order to claim preference points (MBD 6.1) and attached a copy of B-BBEE certificate			
6. Attached proof of locality as stated under Evaluation of bids and points allocated for specific goals in order to claim points			
7. Completed and signed declaration of bidder's past supply chain management practices (MBD 8)			
8. Completed and signed certificate of independent bid determination (MBD 9)			
9. Completed and signed certificate for municipal services and payments to service providers and attached a copy of your municipal account which is not older than 90 days			
10. Signed declaration for understanding and complying with technical specifications			
11. Bidder to initial every page of this bid document			

**CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAME) .....CERTIFY THAT THE INFORMATION FURNISHED ON THIS CHECK LIST IS TRUE AND CORRECT.**

.....  
**Name (print)**

.....  
**Signature**

.....  
**Position**

.....  
**Date**