



## REPLACEMENT OF CIVIC CENTRE ROOF: GREATER TZANEEN CIVIC CENTRE

**TENDER NO: SCMU 06/2021**  
**CIDB Class Grading of 5GB**

**BIDDER:**

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**CONTACT PERSON:**

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**CONTACT NUMBERS: TEL:**

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**FAX**

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**EMAIL ADDRESS:**

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**TENDER SUM (In figure):**

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**TENDER SUM (In words):**

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**CSD NUMBER:**

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**CRS NUMBER:**

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**CLOSING DATE AND TIME:**

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**28 May 2021**

**At  
12h00**

**CLIENT:**

The Municipal Manager  
Greater Tzaneen Municipality  
P.O Box 24, Tzaneen, 0850  
Tel: (015) 307 8000  
Fax: (015) 307 8049

**PREPARED BY:**

Buildcost Quantity Surveyors  
21B Peace Street  
Tzaneen, 0850  
Tel: (015) 307-6318



**EXPANDED PUBLIC WORKS PROGRAMME**  
**CONTRIBUTING TO A NATION AT WORK**

**mig** | **Municipal  
Infrastructure  
Grant**

**TENDER DOCUMENT CHECKLIST**

Tenderers must complete this document checklist to ensure that all information is completed in the Tender Document.

Page	Ref	Description	Included
<b>All pages requiring signatures signed by the Tenderer</b>			
	<b>MBD1</b>	<b>Correct Tender Offer Amount carried forward to Form (MBD1)</b>	
	<b>C1.1</b>	<b>Form of Offer and Acceptance</b>	
	<b>C1.2</b>	<b>Contract Data: Part 2 – Data provided by Contractor</b>	
	<b>C2.2</b>	<b>Bill of Quantities</b>	
		Sign and date Final Summary	
		Completed in <b>BLACK INK</b> only	
		Corrections crossed out and initialled	
	<b>T2.1</b>	<b>All Returnable Documents and Schedules submitted</b>	
	<b>1A</b>	Joint Venture Disclosure Form.	
	<b>1B</b>	Compulsory Enterprise Questionnaire.	
	<b>1C</b>	Record of Addenda to Tender Documents.	
	<b>1D</b>	Proposed Amendments and Qualifications.	
	<b>1E</b>	Schedule of Subcontractors.	
	<b>1F</b>	Schedule of Plant and Equipment.	
	<b>1G</b>	Organogram and Curriculum Vitae of Key Personnel	
	<b>1H</b>	Project Programme and Method Statement	
	<b>1I</b>	Schedule of Estimated Monthly Expenditure	
	<b>1K</b>	Schedule of the Tenderer's Experience (work undertaken not for Greater Tzaneen Municipality).	
	<b>1L</b>	Schedule of work undertaken for Greater Tzaneen Municipality.	
	<b>2A</b>	Certificate of Tenderer's visit to the site.	
	<b>2B</b>	Certificate of Authority for Signatory.	
	<b>2C</b>	Alterations by Tenderer.	
	<b>2D</b>	Contractor's Establishment on Site	
	<b>2E</b>	Certificate of Non-Collusive Tender	
	<b>2F</b>	Schedule of Local Labour Contents	
	<b>2G</b>	Broad Based Black Economic Empowerment	

Roof Replacement: Greater Tzaneen Civic Centre

<b>Page</b>	<b>Ref</b>	<b>Description</b>	<b>Included</b>
	<b>2H</b>	Surety and Bank Details	
	<b>2I</b>	Declaration of Interest (MBD4)	
	<b>2J</b>	Declaration for Procurement above R10 Million (All applicable taxes included) (MBD5)	
	<b>2K</b>	Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2017 (MBD6.1)	
	<b>2L</b>	Declaration Certificate for Local Production and Content (MBD6.2)	
	<b>2M</b>	Contract Form – Rendering Services (MBD7.2)	
	<b>2N</b>	Declaration of Bidder’s Past Supply Chain Management Practices (MBD8)	
	<b>2O</b>	Certificate of Independent Bid Determination (MBD9)	

Signed

Date

.....

.....

Name

Position

.....

.....

Tenderer

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## **T1 TENDERING PROCEDURES**

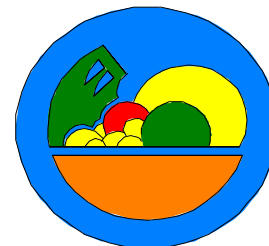
### **T1.1 TENDER NOTICE AND INVITATION TO TENDER**

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**GREATER TZANEEN MUNICIPALITY  
GROTER TZANEEN MUNISIPALITEIT**

**MASIPALA WA TZANEEN  
MASEPALA WA TZANEEN**



**SUPPLY CHAIN MANAGEMENT UNIT  
DEPARTMENT: ENGINEERING SERVICES**

**BID DESCRIPTION: THE REPLACEMENT OF GREATER TZANEEN MUNICIPALITY  
CIVIC CENTRE ROOFING**

**BID NO: SCMU 06/2021**

Bids are hereby invited from interested service provider for the replacement of Greater Tzaneen Municipality Civic Centre roofing. No bid document will be sold at the municipality. Bid documents are obtainable on Greater Tzaneen Municipality website: [www.greatertzaneen.gov.za](http://www.greatertzaneen.gov.za).

It is estimated that tenderer must have a CIDB contractor grading designation of **5GB or higher**.

**Interested bidders must attach proof of the following documents to avoid disqualification:**

CSD report (not older than 3 months), certified copies of ID's for all directors of the company, statement of municipal rates and taxes for both company and directors appearing in the CK (not older than 3 months)/ letter from traditional authority not older than 3 months for the company and the directors/ lease agreement (attach 3 months proof of payment for lease), valid tax pin or tax clearance, certified or original B-BBEE certificate (combined BBEE certificate if Joint Venture), signed joint venture agreements in case of a joint venture companies, proof of relevant CIDB grading, initialising every page of the bid document, Bill of quantity and all MBD forms must be completed in full.

**Bidders must sanitise/ wear gloves when preparing their bid document.** Completed bid documents with attachments (supporting documents) must be wrapped in a sealed envelope and be deposited into Greater Tzaneen Municipality bid box, Civic Centre, Agatha Street, marked as Bid No: **SCMU 06/2021, postal address and contact details of the bidder.**

**Bid document will be available only on [www.greatertzaneen.gov.za](http://www.greatertzaneen.gov.za) on the date of advert.**

Compulsory briefing session will be held on the 05 May 2021 at 10H00 @ Old Fire Station, Greater Tzaneen Municipality, Civic Centre. Closing date: 14 May 2021 @ 12:00 at Greater Tzaneen Municipality; Civic Centre; Council Chamber. Public bid opening will be held on the closing date at 12h00, Council Chambers.

**EVALUATION OF BIDS**

**N.B:** The evaluation of the bid will be conducted in two stages, first stage will be the assessment on functionality as follows: Relevant company experience - 50 points; Key Personnel experience and Qualifications – 20 points; plant and Equipment – 30 points. Only bidders that obtain 70 points will be subjected to 80/20 Preference point scoring system, where 80 points will be allocated for price

Roof Replacement: Greater Tzaneen Civic Centre

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only and 20 points will be allocated based on the Broad Based Black Economic Empowerment (B-BBEE) status level of contributors. Contract period: 6 months.

**BIDDERS SHALL TAKE NOTE OF THE FOLLOWING BID CONDITIONS**

- Greater Tzaneen Municipality Supply Chain Management Policy will apply;
- Broad Based Black Economic Empowerment (B-BBEE) Act will apply;
- Greater Tzaneen Municipality does not bind itself to accept the lowest or any bid and reserves the right to accept the whole or part of the bid;
- Council reserves the right to negotiate further conditions and requirements with the successful

Bidder;

- Council reserves the right not to appoint;
- No bidder will be appointed if they are not registered in Central Supplier Database,
- Contract period: 6 months.
- Council have the right to appoint more than one bidder;
- Late, incomplete, unsigned, faxed or emailed bids will not be accepted.

**Technical enquiries should be directed to Ms. S. Mathebula @ 072 137 2013/2012**

**Administrative enquiries must be directed to Ms. M. Mpyana @ 015 307 8091**

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Mr. B.S. Matlala  
Municipal Manager  
Greater Tzaneen Municipality

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**INVITATION TO TENDER**


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**YOU ARE HEREBY INVITED TO BID FOR THE  
REPLACEMENT OF CIVIC CENTRE ROOF**

TENDER NUMBER:      BID NO :SCMU 06/2021      CLOSING DATE:      28 May 2021      CLOSING TIME:      12h00

<b>THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO MAY RESULT IN YOUR TENDER BEING DISQUALIFIED)</b>	
Name of Tenderer	
CIDB CRS Number	
Postal Address	
Street Address	
Telephone Number	Code:                  Number:
Cellphone Number	
Facsimile Number	Code:                  Number:
VAT Registration Number	
CSD Registration Number	

Has an original tax clearance certificate been submitted (MBD 2)?	YES/NO
HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (MBD 6.1)	YES/NO
Are you the accredited representative in South Africa for the goods / services offered?	YES/NO (IF YES ENCLOSE PROOF)

SIGNATURE OF TENDERER	
DATE	
CAPACITY UNDER WHICH THIS TENDER IS SIGNED	
TOTAL TENDER PRICE TO INCLUDE VAT	

<b>ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:</b>	
<b>Municipality / Municipal Entity</b>	Greater Tzaneen Municipality
<b>Department</b>	GTM Supply Chain Management Office
<b>Contact Person</b>	Ms. M. Mpyana
<b>Tel</b>	015 307 8091
<b>Fax</b>	015 307 8049
<b>E-mail</b>	<a href="mailto:mpyanam@tzaneen.gov.za">mpyanam@tzaneen.gov.za</a>
<b>ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
<b>Department</b>	Engineering Services
<b>Contact Person</b>	Mr Ms. S. Mathebula
<b>Tel</b>	015 307 8213/8212
<b>Fax</b>	086 759 6412
<b>E-mail</b>	<a href="mailto:Somisa.Mathebula@tzaneen.gov.za">Somisa.Mathebula@tzaneen.gov.za</a>



## T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of Board Notice 86 of 2010 in Government Gazette No. 33239 of 28 May 2010, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement as is available from the CIDB website (see [www.cidb.co.za](http://www.cidb.co.za)).

The Standard Conditions of Tender (SANS294:2004 Annexure F) make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

### The additional conditions of tender are:

Clause number	Tender Data
<b>F1</b>	<b>GENERAL</b>
F.1.1	The Employer is <b>GREATER TZANEEN MUNICIPALITY</b> , represented by the Director of Engineering
F.1.2	<p><b>Tender Documents</b>  <i>Add the following:</i>            “The following documents form part of this tender:</p> <p><b>VOLUME 1:</b> The JBCC Principal Building Agreement 6.2 2018. This publication is available and tenderers must obtain copies at their own cost from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, e-mail: <a href="mailto:civilinfo@saice.org.za">civilinfo@saice.org.za</a>.</p> <p><b>VOLUME 2:</b> General Preambles for Trades (2017) as prepared by The Association of South African Quantity Surveyors This document is obtainable separately, and bidders shall obtain their own copy.</p> <p>Volumes 1 and 2 may also be inspected, by appointment, at the offices of the Employer’s Agent during normal office hours (08:00 am – 4:30 pm).</p> <p>The contract documents issued by the Employer comprise:</p> <p><b>VOLUME 3:</b> The Contract Document (this document), in which is bound:</p> <p><b>The Tender</b>  <b>Tendering Procedures</b>            Tender Notice and Invitation to Tender            Tender data</p> <p><b>Returnable Documents</b>            List of returnable documents            Returnable Schedules for Tender Evaluation Purposes            Other Documents required for Tender Evaluation Purposes            Returnable Schedules that will be incorporated into the Contract</p> <p><b>The Contract</b>  <b>Agreements and contract data</b>            Form of offer and acceptance            Contract Data            Form of Guarantee            Occupational Health and Safety Agreement</p> <p><b>Pricing data</b>            Pricing Instructions            Bill of Quantities</p>

	<p><b>Scope of work</b> Project Specification The Works Variations to Standardized and Particular Specification</p> <p><b>Site information</b> Site information</p> <p><b>Schedule of Contract Documents</b> Schedule of Contract Documents</p> <p><b>Annexures</b> Occupational Health and Safety Specification Environmental Management Specification Labour Intensive Specification Drawings</p> <p>Volume 3 is deemed the “Returnable Documents” which must be returned to the Employer in terms of submitting a tender offer.</p>
F.1.4	<p>Attention is drawn to the fact that verbal information, given by the Employer’s Agent during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer. Only information issued formally by the Employer in writing to tenderers will be regarded as amending the Tender Documents.</p> <p>The employer’s agent is: Name: MSW Project Managers and Consult Engineers Address: Box 12, Pinewood Office Park, 33 Riley road, Woodmead, Sandton Tel: (011) 990-7600 Fax: E-mail: johane.ndlovu@msw.za.com</p>
F1.5.3	The Employer may reject a tender, if, in the opinion of the Employer, the tenderer will be unable to achieve the contract participation goals tendered in the performance of the contract.
F1.6.2	A competitive negotiation procedure will not be followed
F1.6.3	A two-stage system will not be followed
<b>F.2</b>	<b>TENDER’S OBLIGATION</b>
F.2.1	<p>The following tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to submit tenders: Contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 5GB class of construction work; and contractors registered as potentially emerging (PE) enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of a) above, 5GB, therefore 5GB and who satisfy the following criteria: i) The Employer, following an interview with the management of the enterprise, is satisfied that the enterprise has the potential to develop and qualify to be registered in a higher contractor grading designation; and ii) The Employer, following a risk assessment, is able to provide the necessary supportive measures required to enable the enterprise to successfully execute the contract.</p> <p><b>Percentage sub-contracting allowed = 25%</b></p> <p>Joint ventures are eligible to submit tenders provided that: every member of the joint venture is registered with the CIDB; the lead partner has a contractor grading designation in the 5GB or higher class of construction work; and the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 5GB or higher class of construction work.</p>
F.2.7	<p>The arrangements for a compulsory site meeting are as stated in the Tender Notice and Invitation to Tender.</p> <p>Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued only to tenders and will be received only from those tendering entities appearing on the attendance list.</p>
F2.9	The employer does not provide insurance. The contractor is responsible for providing full insurance cover for the contract.

F.2.12	<p>If a tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent.</p> <p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements. The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.</p>
F.2.13.3	Parts of each tender offer communicated on paper shall be submitted as an original, plus 0 copies.
F.2.13.5 F2.15.1	<p>The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p style="text-align: center;"><b>Tender Box at the Offices of the Greater Tzaneen Municipality 1 Agatha Street, Tzaneen, 0850</b></p>
F.2.13.5	A two-envelope procedure will not be followed.
F.2.15	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
F.2.15.1	The employer shall <b>not</b> accept tender offers submitted by telegraph, telex, facsimile or e-mail.
F.2.16	The tender offer validity period is 90 days.
F.2.17	A tender will be rejected as non-responsive if the tenderer fails to provide any clarification requested by the employer within the time for submission stated in the employer's written request for such clarification. A tender will also be rejected as non-responsive if the tenderer fails, within the time stated in writing by the Employer, to comply with the requirements of F.4.4.
F.2.18	The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
F.2.23	<p>The tenderer is required to submit with his tender:</p> <ol style="list-style-type: none"> <li>1) a CRS number must be supplied.</li> <li>2) where the tendered amount inclusive of VAT exceeds R 10 million: <ol style="list-style-type: none"> <li>i) audited annual financial statement for 3 years, or for the period since establishment if established during the last 3 years, if required by law to prepare annual financial statements for auditing;</li> <li>ii) a certificate certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;</li> <li>iii) particulars of any contracts awarded to the tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract;</li> <li>iv) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic.</li> </ol> </li> </ol> <p>Where a tenderer satisfies CIDB contractor grading designation requirements through joint venture formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner.</p>

<b>F.3</b>	<b>THE EMPLOYERS UNDERTAKINGS</b>								
F.3.4	Tenders will be opened immediately after the closing time for tenders at <b>GREATER TZANEEN MUNICIPALITY, 1 AGATHA STREET, TZANEEN, 0850</b>								
F.3.4.1	Notwithstanding any requests for confirmation of receipt of Addenda issued, the tenderer shall be deemed to have received such addenda if the employer can show proof of transmission thereof (or a notice in respect thereof) via electronic mail, facsimile or registered post.								
F.3.8	Tenders will be considered non-responsive if, inter alia: the tender is not in compliance with the Scope of Work; the tenderer does not comply with the CIDB contractor grading designation specified in F.2.1.1.2 above; the tenderer has failed to clarify or submit any supporting documentation within the time for submission stated in the employers written request;								
F.3.11	<p>The procedure for the evaluation of responsive tenders is Method 4</p> <p>80/20 or 90/10: Preference Point System shall be used for scoring the bidders.</p> <p>Price = 80/90: Specific Contract Participation Goals = 20/10</p> <p><b>FUNCTIONALITY</b></p> <p>Total Functionality Scores = 100 points</p> <p>Minimum score for functionality is <b>70%</b> of the maximum points for functionality and a bidder who scores below this minimum shall not be considered for further evaluation in terms of price and contract participation goals.</p> <p><b>Scoring of Functionality:</b> Functionality will be evaluated through the following: -</p> <table> <tr> <td>1. Company/ Entity's Experience</td> <td>50</td> </tr> <tr> <td>2. Personnel's Experience</td> <td>30</td> </tr> <tr> <td>3. Plant &amp; Equipment</td> <td>20</td> </tr> <tr> <td><b>TOTAL</b></td> <td><b>100</b></td> </tr> </table> <p>A minimum of 70% score on functionality will be required for a tender to be considered responsive.</p> <p>1= Poor, 2= Fair/average, 3= Good, 4= Very Good, 5= Excellent</p>	1. Company/ Entity's Experience	50	2. Personnel's Experience	30	3. Plant & Equipment	20	<b>TOTAL</b>	<b>100</b>
1. Company/ Entity's Experience	50								
2. Personnel's Experience	30								
3. Plant & Equipment	20								
<b>TOTAL</b>	<b>100</b>								

F.3.11	<b>2. FUNCTIONALITY EVALUATION CRITERIA</b>			
	Criterion Points Score		A Tender rating (score 1-5)	B Weighing
	<b>Relevant company work Experience</b> (please attach copy of appointment letters and completion certificate related to scope of works)	<ul style="list-style-type: none"> <li>Completed similar project(s) with combined contract amount of or more than R 10,000,000.00 within the past 5 years</li> </ul>	5	50
		<ul style="list-style-type: none"> <li>Completed similar project(s) with combined contract amount of or more than R 8,000,000.00 within the past 5 years</li> </ul>	4	
		<ul style="list-style-type: none"> <li>Completed similar project(s) with combined contract amount of or more than R 5,000,000.00 within the past 5 years</li> </ul>	3	
		<ul style="list-style-type: none"> <li>Completed similar project(s) with combined contract amount of or more than R 3,000,000.00 within the past 5 years</li> </ul>	2	
		<ul style="list-style-type: none"> <li>Completed similar project(s) with combined contract amount of or more than R 2,000,000.00 within the past 5 years</li> </ul>	1	
		<ul style="list-style-type: none"> <li>No submission = 0</li> </ul>		
	<b>Plant and Equipment necessary for construction</b> (attach certified Natis papers) or lease agreement (attach lease agreement and certified Natis papers)	<ul style="list-style-type: none"> <li>1 X Crane, 1 X Trucks, 1 X LDV, Scaffolding</li> </ul>	5	30
		<ul style="list-style-type: none"> <li>1 X Trucks, 1 X LDV</li> </ul>	3	
		<ul style="list-style-type: none"> <li>No plant and equipment provided.</li> </ul>	0	
	<b>Number of years' experience of key personnel</b> (attach CV's and certified qualifications). Degree or Diploma in Civil Engineering / Built Environment. Company must provide CV and certified copies of qualifications for the key personnel.	<ul style="list-style-type: none"> <li>Degree or higher and 5 years and above</li> </ul>	5	20
		<ul style="list-style-type: none"> <li>Degree or Diploma and 4 years' experience</li> </ul>	4	
		<ul style="list-style-type: none"> <li>Degree or Diploma and 3 years' experience</li> </ul>	3	
		<ul style="list-style-type: none"> <li>Degree or Diploma and 2 years' experience</li> </ul>	2	
		<ul style="list-style-type: none"> <li>Degree or Diploma and 1 years' experience</li> </ul>	1	
	<b>TOTAL SCORE</b>	<b>Functionality criteria Formula: Bid= <math>\frac{AxB}{5}</math></b>		100%

F.3.11.10	<p><b>Risk Analysis (Additional sub-clause)</b>  Notwithstanding compliance with regard to CIDB registration or any other requirements of the tender, the employer will perform a risk analysis in respect of the following:  reasonableness of the financial offer  reasonableness of unit rates and prices  reasonableness of the Contract Participation Goals tendered  the tenderers ability to fulfil its obligations in terms of the tender document, that is, that the tenderer can demonstrate that he/she possesses the necessary professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience, reputation, personnel to perform the contract, etc.</p> <p>No tenderer will be recommended for an award unless the tenderer has demonstrated that he/she has the resources and skills required.</p>
F.3.12	<p>Full insurance to be provided by the Contractor. The contractor must provide the employer with the insurance policy information and certificates prior to the commencement of the contract.</p>
F.3.13.1	<p>Tender offers will only be accepted if:  the tenderer's tax matters have been declared by the South African Revenue Service to be in order;  the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;  the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;  the tenderer has not:  abused the Employer's Supply Chain Management System; or  ii) failed to perform on any previous contract and has been given a written notice to this effect; and  e) has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.</p>
F.3.18	<p>The number of paper copies of the signed contract to be provided by the employer is one.</p>
F.3.19	<p>Labour Content:  The minimum Labour content for this project shall be <b>10%</b></p>
<b>F.4</b>	<p><b>ADDITIONAL CONDITIONS OF TENDER</b></p> <p>The additional conditions of tender are:</p>
F.4.1	<p><b>Penalties:</b> The penalties for not reaching the required labour target values will be calculated at <b>100%</b> of the difference between the set target values and the actual target values achieved by the contractor at completion of the works. Penalties will be applied monthly, when the actual figures are less than <b>75%</b> of the planned accumulative monthly figures. <b>Greater Tzaneen Municipality reserves the right to terminate the contract as soon as the actual figures are less than 50% of the planned programme.</b> No bonuses for achieving the set target values are applicable. In the event that penalties are reversed, no interest will be claimable on the value of the penalty.</p>
F.4.2	<p><b>Contract Participation Goal (CPG)</b></p> <p>CPG is the value of goods, services and works, including VAT, for which the contractor proposes to engage labour and SMMEs from the local community. The CPG for this project is <b>30% of Tender Award Value excluding sections 1200, 1300, 1400; Contingencies &amp; Escalation.</b></p>
F.4.2	<p><b>Eligibility Requirements:</b></p> <p>A contract will only be entered into with a tenderer who has in his employee's management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for supervisory and management staff.</p>

	<p><b>Tender Qualification: Labour Intensive Contracts</b></p> <p>To qualify for award of the Contract, tenderers shall meet the following minimum qualifying criteria:</p> <p>(a) Having participated in and graduated with fully satisfactory results from the relevant national qualification framework training organized under EPWP and applying trained supervisory staff on a full-time basis for the execution of the works.</p> <p>(b) Liquid assets/or credit facilities covering the expected expenditures for two full work months;</p> <p>(c) Proposals for timely acquisition (own, lease, hire, etc.) of the essential minimum equipment;</p> <p>(d) The contractor will carry out the works using labour based work methods as described in the Special Conditions of Contract.</p>
F.4.3	<p><b>Compliance with Occupational Health and Safety Act 1993</b></p> <p>Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2003 issued in terms of Section 43 of the Act. The tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.</p> <p>In this regard the Tenderer shall submit with his tender: Health and Safety Plan in T2.2: Returnable Schedules, a detailed Health and Safety Plan in respect of the Works in order to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act and Regulations. Such Health and Safety Plan shall cover inter-alia the following details:</p> <p>(1) Management Structure, Site Supervision and Responsible Persons including a succession plan.</p> <p>(2) Contractor's induction training programme for employees, sub-contractors and visitors to the Site.</p> <p>(3) Health and safety precautions and procedures to be adhered to in order to ensure compliance with the Act, Regulations and Safety Specifications.</p> <p>(4) Regular monitoring procedures to be performed.</p> <p>(5) Regular liaison, consultation and review meetings with all parties.</p> <p>(6) Site security, welfare facilities and first aid.</p> <p>(7) Site rules and fire and emergency procedures.</p> <p>Tenderers are to note that the Contractor is required to ensure that all sub-contractors or others engaged in the performance of the contract also comply with the above requirements.</p> <p>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.</p> <p>The Contractor is required to submit to the Employer the Occupational Health and Safety Agreement (included in C1.4 of the Contract Document) and a letter of good standing from the Compensation Commissioner, or a licensed compensation insurer, within 14 days after the Commencement Date of the contract.</p>
F.4.4	<p><b>Eligibility with respect to expanded public works programme</b></p> <p>This Contract does qualify for consideration as an Expanded Public Works Programme project.</p>
F.4.5	<p><b>Claims arising after submission of tender</b></p> <p>No claim for any extras arising out of any doubt or obscurity as to the true intent and meaning of anything shown on the Contract Drawings or contained in the Conditions of Contract, Scope of Work and Pricing Data, will be admitted by the Employer/Employer's Agent after the submission of any tender and the Tenderer shall be deemed to have:</p> <p>1) inspected the Contract Drawings and read and fully understood the Conditions of Contract.</p>



	<p>2) read and fully understood the whole text of the Scope of Work and Pricing Data and thoroughly acquainted himself with the nature of the works proposed and generally of all matters which may influence the Contract.</p> <p>3) visited the site of the proposed works, carefully examined existing conditions, the means of access to the site, the conditions under which the work is to be done, and acquainted himself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials, plant and equipment to and from the site and made the necessary provisions for any additional costs involved thereby.</p> <p>4) requested the Employer or his duly authorised agent to make clear the actual requirements of anything shown on the Contract Drawings or anything contained in the Scope of Work and Pricing Data, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer.</p> <p>Before submission of any tender, the Tenderer should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing indistinct, or if the Pricing Data contain any obvious errors, the tenderer must apply to the Employer/Employer’s Agent at once to have the same rectified, as no liability will be admitted by the Employer/Employer’s Agent in respect of errors in any tender due to the foregoing.</p> <p>5) received any Addenda to the tender documents which have been issued in accordance with the Employer’s Supply Chain Management Policy.</p>
<p>F.4.6</p>	<p><b>Imbalance in tendered rates</b></p> <p>In the event of tendered rates or lump sums being declared by the Employer to be unacceptable to it because they are either excessively low or high or not in proper balance with other rates or lump sums, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or lump sums objected to, it may request the tenderer to amend these rates and lump sums along the lines indicated by it.</p> <p>The Tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the tender offer as tendered or, if applicable, the corrected total of prices in accordance with F.3.9.3.</p> <p>Should the Tenderer fail to amend his Tender in a manner acceptable to the Employer, the Employer may reject the Tender.</p>
<p>F.4.7</p>	<p><b>Community Liaison Officer</b></p> <p>The contractor shall in his dealings with the communities affected by the project, work with the Project Steering Committee (PSC) which has been elected by the community. The PSC acts as a communication structure between the project and the community. The process of appointing the Community Liaison Officer (CLO) is also facilitated by the Social Facilitator together with the PSC. The CLO acts as a link between the contractor and the labourers and the PSC, and attends to all labour related issues. The CLO facilitates labour recruitment through the PSC. The CLO and the Executive structure of the PSC (Chairperson, Vice-Chairperson and the Secretary) attend monthly project progress report meetings (site) besides the PSC meetings attended by the full PSC. The contractor must include in his rates the costs of attending and average of one meeting each month. The CLO is appointed for the period of physical construction, plus a period of 14 days prior to this period. The contractor will provide office and stationery to the CLO to be able to perform his or her duties.</p> <p>The ISD Consultant shall prepare and facilitate the signing of the contract between the CLO and the contractor. Remuneration of the CLO R6,500.00 per month for the period of employment and will change in accordance with change in rates from the Department of Labour.</p> <p>A CLO who fails in the responsibilities he/she is given will be replaced following the procedures as stipulated in his or her contract with the contractor.</p> <p>The Terms of reference for the CLO shall be provided by the ISD Consultant.</p>
<p>F.4.8</p>	<p><b>Labour intensive construction/use of local labour</b></p>



	<p>It is a requirement of the Contract that the work be executed in such a manner as to maximise the use of labour-intensive construction systems in order to provide the local community with employment opportunities.</p> <p>Only those tenderers who can demonstrate that they will have in their employ management and supervisory staff satisfying the requirement of the scope of work for labour-intensive competencies for supervisory and management staff during the validity of the contract are eligible to submit tenders</p> <p><b>The tenderer must submit to the Employer, names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy eligibility requirements.</b></p>
F.4.9	<p><b>Invalid tenders</b></p> <p>Tenders shall be considered invalid and shall be endorsed and recorded as such in the tender opening record, by the responsible official who opened the tender, in the following circumstances:</p> <p>a) if the tender offer (the tender price/amount) is not submitted on the Form of Offer and Acceptance bound into this tender document (form C1.1, Part C1: Agreements and Contract Data);</p> <p>b) if the tender is not completed in non-erasable ink;</p> <p>c) if the Form of Offer and Acceptance has not been signed;</p> <p>d) if the Form of Offer and Acceptance is signed, but the name of the tenderer is not stated or is indecipherable.</p>
F.4.10	<p><b>Requests for contract documents, or parts thereof, in electronic format</b></p> <p>The Employer shall not formally issue tender documents in electronic format as contemplated in F.2.13.2 and F.2.13.3 and shall only issue tender documents in hardcopy. An electronic version of the issued tender documents may be made available to the tenderer, upon written request in terms of this clause, subject to the following:</p> <p>Electronic copies of the contract document, or parts thereof, will only be provided to tenderers who have been issued with the tender documents as contemplated in F.1.2 in hardcopy.</p> <p>The electronic version shall not be regarded as a substitute for the issued tender documents.</p> <p>The Employer shall not accept tenders submitted in electronic format. Tenderers may not complete and submit a printed copy of the electronic version of the tender document or part thereof. Only those tenders that have been completed on the issued hard copy tender document shall be considered.</p> <p>The Employer accepts no responsibility or liability arising from any reliance on or use of the electronic version provided in terms of this clause. The Employer further does not guarantee that the electronic version corresponds with the issued tender documents in all respects. Tenderers are alerted to the fact that electronic versions of the tender documents may not reflect any notices or addenda that amend the tender document.</p> <p>Any non-compliance with these provisions, including effecting any unauthorised alterations to the tender document as contemplated in F.2.11, shall render the tender invalid. The Employer reserves the right to take any action against such tenderer allowed in law including, in circumstances where the tender had already been awarded, the right to cancel the contract.</p> <p>In requesting the electronic version of the tender document or parts thereof, the tenderer is deemed to have read, understood and accepted all of the above conditions.</p>

### Standard Conditions of Tender

*(As contained in Annexure F of Board Notice No 86 of 2010 in Government Gazette No 33239 of 28 May 2010, CIDB Standard for Uniformity in Construction Procurement)*

<b>F.1</b>	<b>General</b>
<b>F.1.1</b>	<b>Actions</b>
<b>F.1.1.1</b>	The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

Roof Replacement: Greater Tzaneen Civic Centre

<b>F.1.1.2</b>	<p>The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.</p> <p>Note: A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result. Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.</p>
<b>F.1.1.3</b>	The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract
<b>F.1.2</b>	<p><b>Tender Documents</b> The documents issued by the employer for the purpose of a tender offer are listed in the tender data.</p>
<b>F.1.3</b>	<b>Interpretation</b>
<b>F.1.3.1</b>	The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.
<b>F.1.3.2</b>	These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.
<b>F.1.3.3</b>	<p>For the purposes of these conditions of tender, the following definitions apply:</p> <p><b>conflict of interest</b> means any situation in which: someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially; an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or incompatibility or contradictory interests exist between an employee and the organisation which employs that employee. <b>comparative offer</b> means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis; <b>corrupt practice</b> means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; <b>fraudulent practice</b> means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels; <b>organization</b> means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body <b>quality (functionality)</b> means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs</p>
<b>F.1.4</b>	<p><b>Communication and employer's agent</b> Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be read, copied and recorded. Writing shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.</p>
<b>F.1.5</b>	<b>The employer's right to accept or reject any tender offer</b>
<b>F.1.5.1</b>	The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

<b>F.1.5.2</b>	The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.
<b>F.1.6</b>	<b>Procurement Procedures</b>
<b>F.1.6.1</b>	<b>General</b> Unless otherwise stated in the tender data, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.
<b>F.1.6.2.1</b>	Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.
<b>F.1.6.2.2</b>	All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.
<b>F.1.6.2.3</b>	At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.
<b>F.1.6.2.4</b>	The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after tenderers have been requested to submit their best and final offer.
<b>F.1.6.3</b>	Proposal procedure using the two stage-system
<b>F.1.6.3.1</b>	<b>Option 1:</b> Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.
<b>F.1.6.3.2</b>	<b>Option 2:</b>
<b>F.1.6.3.2.1</b>	Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.
<b>F.1.6.3.2.2</b>	The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions offender.

<b>F.2</b>	<b>Tenderer's obligations</b>
<b>F.2.1</b>	<b>Eligibility</b>
<b>F.2.1.1</b>	Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.
<b>F.2.1.2</b>	Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.
<b>F.2.2</b>	<b>Cost of tendering</b> Accept that the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.
<b>F.2.3</b>	<b>Check documents</b> Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission
<b>F.2.4</b>	<b>Confidentiality and copyright of documents</b> Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.
<b>F.2.5</b>	<b>Reference documents</b> Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.
<b>F.2.6</b>	<b>Acknowledge addenda</b> Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.
<b>F.2.7</b>	<b>Clarification meeting</b> Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.
<b>F.2.8</b>	<b>Seek clarification</b> Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.
<b>F.2.9</b>	<b>Insurance (Contractor to provide 100% insurance)</b> Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.
<b>F.2.10</b>	<b>Pricing the tender offer</b>
<b>F.2.10.1</b>	Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.
<b>F.2.10.2</b>	Show VAT payable by the employer separately as an addition to the tendered total of the prices.
<b>F.2.10.3</b>	Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.
<b>F.2.10.4</b>	State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.
<b>F.2.11</b>	<b>Alterations to documents</b> Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

<b>F.2.12</b>	<b>Alternative tender offers</b>
<b>F.2.12.1</b>	Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that comprises the requirements of the tender documents with the alternative requirements that are proposed.
<b>F.2.12.2</b>	Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.
<b>F.2.13</b>	<b>Submitting a tender offer</b>
<b>F.2.13.1</b>	Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.
<b>F.2.13.2</b>	Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink.
<b>F.2.13.3</b>	Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
<b>F.2.13.4</b>	Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
<b>F.2.13.5</b>	Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
<b>F.2.13.6</b>	Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
<b>F.2.13.7</b>	Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
<b>F.2.13.8</b>	Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
<b>F.2.13.9</b>	Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.
<b>F.2.14</b>	<b>Information and data to be completed in all respects</b>
	Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.
<b>F.2.15</b>	<b>Closing time</b>
<b>F.2.15.1</b>	Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery.
<b>F.2.15.2</b>	Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.
<b>F.2.16</b>	<b>Tender offer validity</b>
<b>F.2.16.1</b>	Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
<b>F.2.16.2</b>	If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period.



<b>F.2.16.3</b>	Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.
<b>F.2.16.4</b>	Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".
<b>F.2.17</b>	<p><b>Clarification of tender offer after submission</b></p> <p>Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the total of the prices or substance of the tender offer is sought, offered, or permitted. The total of the prices stated by the tenderer shall be binding upon the tenderer.</p> <p><b>Note:</b> Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.</p>
<b>F.2.18</b>	<b>Provide other material</b>
<b>F.2.18.1</b>	Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.
<b>F.2.18.2</b>	Dispose of samples of materials provided for evaluation by the employer, where required.
<b>F.2.19</b>	<p><b>Inspections, tests and analysis</b></p> <p>Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data</p>
<b>F.2.20</b>	<p><b>Submit securities, bonds, policies, etc.</b></p> <p>If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.</p>
<b>F.2.21</b>	<p><b>Check final draft</b></p> <p>Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.</p>
<b>F.2.22</b>	<p><b>Return of other tender documents</b></p> <p>If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data</p>
<b>F.2.23</b>	<p><b>Certificates</b></p> <p>Include in the tender submission or provide the employer with any certificates as stated in the tender data.</p>
<b>F.3</b>	<b>The employer's undertakings</b>
<b>F.3.1</b>	<b>Respond to requests from the tenderer</b>
<b>F.3.1.1</b>	Unless otherwise stated in the tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

<b>F.3.1.2</b>	<p>Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:</p> <p>an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;  the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or  in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.</p>
<b>F.3.2</b>	<p><b>Issue Addenda</b></p> <p>If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until seven days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.</p>
<b>F.3.3</b>	<p><b>Return late tender offers</b></p> <p>Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.</p>
<b>F.3.4</b>	<p><b>Opening of tender submissions</b></p>
<b>F.3.4.1</b>	<p>Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.</p>
<b>F.3.4.2</b>	<p>Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened, where applicable, the total of his prices, preferences claimed and time for completion for the main tender offer only.</p>
<b>F.3.4.3</b>	<p>Make available the record outlined in F.3.4.2 to all interested persons upon request.</p>
<b>F.3.5</b>	<p><b>Two-envelope system</b></p>
<b>F.3.5.1</b>	<p>Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.</p>
<b>F.3.5.2</b>	<p>Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.</p>
<b>F.3.6</b>	<p><b>Non-disclosure</b></p> <p>Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.</p>
<b>F.3.7</b>	<p><b>Grounds for rejection and disqualification</b></p> <p>Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.</p>
<b>F.3.8</b>	<p><b>Test for responsiveness</b></p>

<b>F.3.8.1</b>	Determine, on opening and before detailed evaluation, whether each tender offer properly received:  complies with the requirements of these Conditions of Tender, has been properly and fully completed and signed, and is responsive to the other requirements of the tender documents.
<b>F.3.8.2</b>	A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:  detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work, change the Employer's or the tenderer's risks and responsibilities under the contract, or affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.  Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation
<b>F.3.9</b>	<b>Arithmetical errors</b>
<b>F.3.9.1</b>	Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.
<b>F.3.9.2</b>	Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:  the gross misplacement of the decimal point in any unit rate; omissions made in completing the pricing schedule or bills of quantities; or arithmetic errors in: line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or the summation of the prices.
<b>F.3.9.3</b>	Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.
<b>F.3.9.4</b>	Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:  If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected. Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices. the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.
<b>F.3.10</b>	<b>Clarification of a tender offer</b>  Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer
<b>F.3.11</b>	<b>Evaluation of Tender Offers</b>
<b>F.3.11.1</b>	<b>General</b>  Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate it using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data



<b>F.3.11.2</b>	<p><b>Method 1 : Financial Offer</b></p> <p>In the case of a financial offer:  Rank tender offers from the most favourable to the least favourable comparative offer.  Recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.  Re-rank all tenderers should there be compelling and justifiable reasons not to recommend the highest ranked tenderer and recommend the highest ranked tenderer, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.</p>
<b>F.3.11.3</b>	<p><b>Method 2: Financial offer and preference</b></p> <p>In the case of a financial offer and preferences:  Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of F.3.11. 7 and F.3.11.8.</p> <p>Calculate the total number of tender evaluation points (<math>T_{EV}</math>) in accordance with the following formula:  <math display="block">T_{EV} = N_{FO} + N_P</math> where:  <math>N_{FO}</math> is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;  <math>N_P</math> is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.</p> <p>Rank tender offers from the highest number of tender evaluation points to the lowest.  Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.  Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated</p>
<b>F.3.11.4</b>	<p><b>Method 3: Financial offer and quality</b></p> <p>In the case of a financial offer and quality:  Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of F.3.11.7 and F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.</p> <p>Calculate the total number of tender evaluation points (<math>T_{EV}</math>) in accordance with the following formula:  <math display="block">T_{EV} = N_{FO} + N_Q</math> where:  <math>N_{FO}</math> is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;  <math>N_Q</math> is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.9.</p> <p>Rank tender offers from the highest number of tender evaluation points to the lowest.  Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.  Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated</p>

<p><b>F.3.11.5</b></p>	<p><b>Method 4: Financial offer, quality and preferences</b></p> <p>In the case of a financial offer, quality and preferences: Score each tender in respect of the financial offer made, preference claimed, if any, and the quality offered in accordance with the provisions of F.3.11.7 to F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.</p> <p>Calculate the total number of tender evaluation points (<math>T_{EV}</math>) in accordance with the following formula, unless otherwise stated in the Tender Data:</p> $T_{EV} = N_{FO} + N_P + N_Q$ <p>where:</p> <p><math>N_{FO}</math> is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;</p> <p><math>N_P</math> is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.B.</p> <p><math>N_Q</math> is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.</p> <p>Rank tender offers from the highest number of tender evaluation points to the lowest. Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so. Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.</p>																
<p><b>F.3.11.6</b></p>	<p><b>Decimal places</b></p> <p>Score financial offers, preferences and quality, as relevant, to two decimal places.</p>																
<p><b>F.3.11.7</b></p>	<p><b>Scoring Financial Offers</b></p> <p>Score the financial offers of remaining responsive tender offers using the following formula:</p> $N_{FO} = W_1 \times A$ <p>where:</p> <p><math>N_{FO}</math> is the number of tender evaluation points awarded for the financial offer.</p> <p><math>W_1</math> is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.</p> <p><math>A</math> is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.</p> <p>Table F.1: Formulae for calculating the value of <math>A</math> :</p> <table border="1" data-bbox="320 1473 1369 1912"> <thead> <tr> <th>Formula</th> <th>Comparison aimed at achieving</th> <th>Option 1<sup>a</sup></th> <th>Option 2<sup>a</sup></th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Highest price or discount</td> <td><math>A = \left[ 1 + \left( \frac{P - P_m}{P_m} \right) \right]</math></td> <td><math>A = \frac{P}{P_m}</math></td> </tr> <tr> <td>2</td> <td>Lowest price or percentage commission / fee</td> <td><math>A = \left[ 1 - \left( \frac{P - P_m}{P_m} \right) \right]</math></td> <td><math>A = \frac{P_m}{P}</math></td> </tr> <tr> <td colspan="4"> <sup>a</sup>  <math>P_m</math> is the comparative offer of the most favourable comparative offer.  <math>P</math> is the comparative offer of the tender offer under consideration. </td> </tr> </tbody> </table>	Formula	Comparison aimed at achieving	Option 1 <sup>a</sup>	Option 2 <sup>a</sup>	1	Highest price or discount	$A = \left[ 1 + \left( \frac{P - P_m}{P_m} \right) \right]$	$A = \frac{P}{P_m}$	2	Lowest price or percentage commission / fee	$A = \left[ 1 - \left( \frac{P - P_m}{P_m} \right) \right]$	$A = \frac{P_m}{P}$	<sup>a</sup> $P_m$ is the comparative offer of the most favourable comparative offer. $P$ is the comparative offer of the tender offer under consideration.			
Formula	Comparison aimed at achieving	Option 1 <sup>a</sup>	Option 2 <sup>a</sup>														
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<sup>a</sup> $P_m$ is the comparative offer of the most favourable comparative offer. $P$ is the comparative offer of the tender offer under consideration.																	
<p><b>F.3.11.8</b></p>	<p>Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences. Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.</p>																

<b>F.3.11.9</b>	<p>Score each of the criteria and sub criteria for quality in accordance with the provisions of the Tender Data.</p> <p>Calculate the total number of tender evaluation points for quality using the following formula:</p> $N_Q = W_2 \times \frac{S_o}{M_S}$ <p>where:</p> <p><math>S_o</math> is the score for quality allocated to the submission under consideration;</p> <p><math>M_S</math> is the maximum possible score for quality in respect of a submission; and</p> <p><math>W_2</math> is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data</p>
<b>F.3.12</b>	<p><b>Insurance provided by the employer</b></p> <p>No insurance to be provided by the employer.</p>
<b>F.3.13</b>	<p><b>Acceptance of tender offer</b></p> <p>Accept the tender offer, if in the opinion of the employer, it does not present any unacceptable commercial risk and only if the tenderer:</p> <p>is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,</p> <p>can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,</p> <p>has the legal capacity to enter into the contract,</p> <p>is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,</p> <p>complies with the legal requirements, if any, stated in the tender data, and</p> <p>is able, in the opinion of the employer, to perform the contract free of conflicts of interest.</p>
<b>F.3.14</b>	<p><b>Prepare contract documents</b></p>
<b>F.3.14.1</b>	<p>If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:</p> <p>addenda issued during the tender period,</p> <p>inclusion of some of the returnable documents,</p> <p>other revisions agreed between the employer and the successful tenderer.</p>
<b>F.3.14.2</b>	<p>Complete the schedule of deviations attached to the form of offer and acceptance, if any</p>
<b>F.3.15.</b>	<p><b>Complete adjudicator's contract</b></p> <p>Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.</p>
<b>F.3.16</b>	<p><b>Notice to unsuccessful tenderers</b></p>
<b>F.3.16.1</b>	<p>Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period</p>
<b>F.3.16.2</b>	<p>After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.</p>
<b>F.3.17</b>	<p><b>Provide copies of the contracts</b></p> <p>Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.</p>

<b>F.3.18</b>	<p><b>Provide written reasons for actions taken</b></p> <p>Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.</p>
	<p><b>Payment for works identified in the Scope of Works as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict</b></p>
	<p><b>The Contractor's payment invoices shall be accompanied by labour information for the corresponding period in a format specified by the employer. If the contractor chooses to delay submitting payment invoices, labour returns shall still be submitted as per frequency and timeframe stipulated by the EMPLOYER. The contractor's invoices shall not be paid until all pending labour information has been submitted.</b></p>
	<p><b>Payment for works identified in the Scope of Works as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict</b></p>
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	<p><b>The current Ministerial Determination (also downloadable at <a href="http://www.epwp.gov.za">www.epwp.gov.za</a>), Expanded Public Works Programmes, issued in terms of the Basic Condition of Employment Act of 1997 by the Minister of Labour in Government Notice, shall apply to works described in the scope of work as being labour-intensive and which are undertaken by unskilled workers.</b></p>

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**T2 RETURNABLE DOCUMENTS**

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**T2 RETURNABLE DOCUMENTS****T2.1 LIST OF RETURNABLE DOCUMENTS**

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The tenderer must complete the following returnable documents:

**Returnable Schedules required only for tender evaluation purposes**

Greater Tzaneen Municipality Joint Venture Disclosure Form

Compulsory Enterprise Questionnaire

Record of Addenda to Tender Documents

Proposed Amendments and Qualifications

Schedule of Subcontractors

Schedule of Plant and Equipment

Schedule of the Tenderer's Experience (work undertaken for other institutions)

Schedule of work undertaken for Greater Tzaneen Municipality

**Other documents required only for tender evaluation purposes**

Proof of Contractor Registration with the CIDB

CSD Report

Tax Clearance and SARS PIN

Declaration for Procurement above R10 Million (All Applicable Taxes Included)

Certificate of Bidder's visit to the site

Certificate of Authority for Signatory

Alterations by Tenderer

Surety and Bank Details

Declaration of Interest (MBD4)

Declaration for procurement above R10 million (All applicable taxes included) (MBD5)

Preference Points Claim Form in Terms Of The Preferential Procurement Regulations, 2017 (MBD6.1)

Declaration Certificate for Local Production and Content (MBD6.2)

Contract Form – Rendering Services (MBD7.2)

Declaration of Bidder's Past Supply Chain Management Practices (MBD8)

Certificate of Independent Bid Determination (MBD9)

Municipal Clearance Certificate

Company Profile

Roof Replacement: Greater Tzaneen Civic Centre

Proof of Company Registration

Letter of Good Standing: Workmen's Compensation Fund

Copies of Completion Certificates: Previous Work

Three years' audited financial statements

Form in Terms of the Functional Requirements

**Returnable Schedules that will be incorporated into the contract**

Preference Points Claim Form in Terms of The Preferential Procurement Policy Framework

Preferential Procurement Regulations, 2017

Declaration Certificate for Local Production and Content

**Agreement and Contract Data**

Contract Data: Part 2

Performance Guarantee

Agreement in Terms of Section 37(2) of the Occupational Health and Safety Act (Act No. 85 of 1993)

**Pricing Data**

Bill of Quantities

**T2.2 RETURNABLE SCHEDULES**

**1A. JOINT VENTURE DISCLOSURE FORM**

**GENERAL**

- i) All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be used and attached to the original documents.
- ii) A copy of the joint venture agreement must be attached to this form, in order to demonstrate the Affirmable, Joint Venture Partner’s share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details relating to:
  - a) the contributions of capital and equipment
  - b) work items to be performed by the Affirmable Joint Venture Partner’s own forces
  - c) work items to be performed under the supervision of the Affirmable Joint Venture Partner.
- iii) Copies of all written agreements between partners concerning the contract must be attached to this form including those, which relate to ownership options and to restrictions/limits regarding ownership and control.
- iv) ABE partners must complete ABE Declaration Affidavits.
- v) The joint venture must be formalised. All pages of the joint venture agreement must be signed by all the parties concerned. A letter/ notice of intention to formalise a joint venture once the contract has been awarded will not be considered.
- vi) Should any of the above not be complied with, the joint venture will be deemed null and void and will be considered non-responsive.

**1. JOINT VENTURE PARTICULARS**

- a) Name .....
- b) Postal address .....
- .....
- .....
- c) Physical address .....
- .....
- .....
- d) Telephone .....
- e) Fax .....

**2. IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER**

2.1 a) Name of Firm .....

Postal address .....

Physical address .....

Telephone .....

Fax .....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

2.2 b) Name of Firm .....

Postal address .....

Physical address .....

Telephone .....

Fax .....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....  
*(Continue as required for further non-Affirmable Joint Venture Partners)*

**3. IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER**

3.1 a) Name of Firm .....

Postal address .....

Physical address .....

Telephone .....

Fax .....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:



3.2 a) Name of Firm \_\_\_\_\_

Postal address \_\_\_\_\_

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

Telephone \_\_\_\_\_

Fax \_\_\_\_\_

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

3.3 a) Name of Firm \_\_\_\_\_

Postal address \_\_\_\_\_

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

Telephone \_\_\_\_\_

Fax \_\_\_\_\_

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

**4. BRIEF DESCRIPTION OF THE ROLES OF THE AFFIRMABLE JOINT VENTURE PARTNERS IN THE JOINT VENTURE**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**5. OWNERSHIP OF THE JOINT VENTURE**

a) Affirmable Joint Venture Partner ownership percentage(s) \_\_\_\_\_ %

b) Non-Affirmable Joint Venture Partner ownership percentage(s) \_\_\_\_\_ %

c) Affirmable Joint Venture Partner percentages in respect of : \*

(i) Initial Profit and loss sharing

(ii) Initial capital contribution in Rand .....

.....

(\*Brief descriptions and further particulars should be provided to clarify percentages).

(iii) Anticipated on-going capital contributions in Rands .....

.....

Contributions of equipment (specify types, quality, and quantities of equipment) to be provided by each partner.

**6. RECENT CONTRACTS EXECUTED BY PARTNERS IN THEIR OWN RIGHT AS PRIME CONTRACTORS OR AS PARTNERS IN OTHER JOINT VENTURES**

	<b>NON-AFFIRMABLE JOINT VENTURE PARTNERS</b>	<b>PARTNER NAME</b>
a)		
b)		
c)		
d)		
e)		

	<b>AFFIRMABLE JOINT VENTURE PARTNERS</b>	<b>PARTNER NAME</b>
a)		
b)		
c)		
d)		
e)		

**7. CONTROL AND PARTICIPATION IN THE JOINT VENTURE**

(Identify by name and firm those individuals who are, or will be, responsible for, and have authority to engage in the relevant management functions and policy and decision making, indicating any limitations in their authority e.g. co-signature requirements and Rand limits).

Roof Replacement: Greater Tzaneen Civic Centre

(a) Joint Venture cheque signing

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

(b) Authority to enter into contracts on behalf of the Joint Venture

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

(c) Signing, co-signing and/or collateralising of loans

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

(d) Acquisition of lines of credit

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

(e) Acquisition of performance bonds

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

(f) Negotiating and signing labour agreements

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

**8. MANAGEMENT OF CONTRACT PERFORMANCE**

(Fill in the name and firm of the responsible person).

(a) Supervision of field operations

.....  
(b) Major purchasing

.....  
(c) Estimating

.....  
(d) Technical management  
.....

**9. MANAGEMENT AND CONTROL OF JOINT VENTURE**

(a) Identify the “managing partner”, if any,

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

(b) What authority does each partner have to commit or obligate the other to financial institutions, insurance companies, suppliers, subcontractors and/or other parties participating in the execution of the contemplated works?

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

(c) Describe the management structure for the Joint Venture’s work under the contract

MANAGEMENT FUNCTION / DESIGNATION	NAME	PARTNER*

(Fill in “ex Affirmable Joint Venture Partner” or “ex non-Affirmable Joint Venture Partner”).

**10. PERSONNEL**

(a) State the approximate number of operative personnel (by trade/function/discipline) needed to perform the Joint Venture work under the Contract.

TRADE/FUNCTION/ DISCIPLINE	NUMBER EX AFFIRMABLE JOINT VENTURE PARTNERS	NUMBER EX NON-AFFIRMABLE JOINT VENTURE PARTNERS

(Fill in “ex Affirmable Joint Venture Partner” or “ex non-Affirmable Joint Venture Partner”).

(b) Number of operative personnel to be employed on the Contract who are currently in the employ of partners.

(i) Number currently employed by Affirmable Joint Venture Partners

(ii) Number currently employed by the Joint Venture

(c) Number of operative personnel who are not currently in the employ of the respective partner and will be engaged on the project by the Joint Venture

(d) Name of individual(s) who will be responsible for hiring Joint Venture employees

(e) Name of partner who will be responsible for preparation of Joint Venture payrolls

**11. CONTROL AND STRUCTURE OF THE JOINT VENTURE**

Briefly describe the manner in which the Joint Venture is structured and controlled.

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

The undersigned warrants that he/she is duly authorised to sign this Joint Venture Disclosure Form and affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of the Joint Venture and the intended participation of each partner in the undertaking.

The undersigned further covenants and agrees to provide the Employer with complete and accurate information regarding actual Joint Venture work and the payment therefore, and any proposed changes in any provisions of the Joint Venture agreement, and to permit the audit and examination of the books, records and files of the Joint Venture, or those of each partner relevant to the Joint Venture, by duly authorised representatives of the Employer.

Signature .....

Duly authorised to sign on behalf of .....

Name .....

Address .....

Telephone .....

Date .....

---

Signature .....

Duly authorised to sign on behalf of .....

Name .....

Address .....

Telephone .....

Date .....

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Signature .....

Duly authorised to sign on behalf of .....

Name .....

Address .....

Telephone .....

Date .....

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Signature .....

Duly authorised to sign on behalf of .....

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Address .....

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Date .....

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**1B. COMPULSORY ENTERPRISE QUESTIONNAIRE**

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

**Section 1: Name of enterprise:** .....

**Section 2: VAT registration number, if any** .....

**Section 3: CIDB registration number, if any** .....

**Section 4: Particulars of sole proprietors and partners in partnerships**

Name*	Identity number*	Personal income tax number*

\* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

**Section 5: Particulars of companies and close corporations**

Company registration number .....

Close corporation number .....

Tax reference number .....

**Section 6: Record in the service of the state**

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

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

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

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

Roof Replacement: Greater Tzaneen Civic Centre



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\*insert separate page if necessary

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

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

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

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

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

\*insert separate page if necessary

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

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) Confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest.

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

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

Tenderer .....

Roof Replacement: Greater Tzaneen Civic Centre



**1D. PROPOSED AMENDMENTS AND QUALIFICATIONS**

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

The Tenderer’s attention is drawn to clause F.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the employer’s handling of material deviations and qualifications.

Page	Clause or Item	Proposal

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

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

Tenderer .....

**1E. SCHEDULE OF SUBCONTRACTORS**

**NOTE:** This table is **NOT TO BE USED** to capture **SMME Subcontractors/Suppliers contributing towards the SMME project goal**

SMME COMPANIES TO BE USED AS SUB-CONTRACTORS / SUPPLIERS MUST BE CAPTURED UNDER FORM: **RDP 2 (E) EMPLOYMENT OF SMME's**

<p>We notify you that it is our intention to employ the following Subcontractors for work in this contract.                  If we are awarded a contract, we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.</p>			
	<b>Name and address of proposed Subcontractor</b>	<b>Company Registration Number &amp; CIDB Classification</b>	<b>Description of Work to be executed by Subcontractor</b>

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

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

Tenderer .....



**1G. ORGANOGRAM AND CURRICULUM VITAE OF KEY PERSONNEL**

Tenderer to supply an organogram for the management of the contract and include signed curricula vitae of key personnel. These curricula vitae shall provide evidence of relevant experience of the key staff in the organogram. The personnel included here shall be used on the project unless otherwise agreed to by the engineer.

<b>Experienced Personnel for the contract.</b>			
Item	Designation	Name of personnel	Years of Experience
1**	Contracts Manager		
2**	Site Agent		
3**	General Foreman		
4	Health and Safety Officer		
5	Other permanent employees		

**\*\* Other qualifications within the Built Environment may be considered where appropriate.**

**NOTE:** The personnel listed in the table above will only be considered if their Signed Curriculum Vitae is attached.

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

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

Tenderer .....

**1H. PROJECT PROGRAMME AND METHOD STATEMENT**

---

Tenderer to supply project programme, using acceptable software, in sufficient detail to cover the various facets of the work.

This programme is to be supported by a method statement indicating the tenderer's proposed work plan for the construction of the works.

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

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

Tenderer .....

**Note to Tenderer**

**If a tenderer wishes to submit an alternative tender then this form, appropriately completed, shall be attached to the bill of quantities for the alternative proposal.**



**11. SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE**

The tenderer shall state his estimated value of the work to be completed every month, based on his preliminary programme and his tendered unit rates, in the table below. The amounts for contingencies and contract price adjustment shall not be included.

<b>MONTH</b>	<b>VALUE (INCLUDING VAT)</b>
1	R .....
2	R .....
3	R .....
4	R .....
5	R .....
6	R .....
7	R .....
8	R .....
9	R .....
10	R .....
11	R .....
12 (FINAL)	R .....
<b>TOTAL: R.....</b>	
<b>(EXCLUDING CONTINGENCIES AND CONTRACT PRICE ADJUSTMENT)</b>	

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

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

Tenderer .....





## **T2.3 OTHER DOCUMENTS REQUIRED ONLY FOR TENDER EVALUATION PURPOSES**

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## **PROOF OF CONTRACTOR REGISTRATION WITH THE CONSTRUCTION INDUSTRY DEVELOPMENT BOARD**

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**Bidders are to attach proof of registration with the CIDB**

## **CSD REPORT**

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**Bidders are to attach print out of CSD Report**



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## TAX CLEARANCE REQUIREMENTS

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

1. In order to meet these requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign tenderers / individuals who wish to submit bids.
2. SARS will then furnish the tenderer with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate and SARS PIN must be submitted together with the tender. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the tender. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In tenders where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
6. Applications for the Tax Clearance Certificates may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the website [www.sars.gov.za](http://www.sars.gov.za).



TAX CLEARANCE

**TCC 001**

**Application for a Tax Clearance Certificate**

**Purpose**

Select the applicable option .....Tenders  Good standing

If "Good standing", please state the purpose of this application


**Particulars of applicant**

Name/Legal name (Initials & Surname or registered name)																											
Trading name (if applicable)																											
ID/Passport no						Company/Close Corp. registered no																					
Income Tax ref no						PAYE ref no	7																				
VAT registration no	4					SDL ref no	L																				
Customs code						UIF ref no	U																				
Telephone no	CODE		NUMBER											Fax no	CODE		NUMBER										
E-mail address																											
Physical address																											
Postal address																											

**Particulars of representative (Public Officer/Trustee/Partner)**

Surname																											
First names																											
ID/Passport no						Income Tax ref no																					
Telephone no	CODE		NUMBER											Fax no	CODE		NUMBER										
E-mail address																											
Physical address																											



**Particulars of tender** (If applicable)

Tender number

Estimated Tender amount R ,

Expected duration of the tender  year(s)

Particulars of the 3 largest contracts previously awarded

Date started	Date finalised	Principal	Contact person	Telephone number	Amount
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Audit**

Are you currently aware of any Audit investigation against you/the company?..... YES NO

If "YES" provide details

**Appointment of representative/agent (Power of Attorney)**

I the undersigned confirm that I require a Tax Clearance Certificate in respect of  Tenders or  Goodstanding.

I hereby authorise and instruct  to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf.

CCYY-MM-DD

Signature of representative/agent Date

Name of representative/agent

**Declaration**

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.

CCYY-MM-DD

Signature of applicant/Public Officer Date

Name of applicant/Public Officer

**Notes:**

- It is a serious offence to make a false declaration.
- Section 75 of the Income Tax Act, 1962, states: Any person who
  - fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
  - without just cause shown by him, refuses or neglects to-
    - furnish, produce or make available any information, documents or things;
    - reply to or answer truly and fully, any questions put to him ...
 As and when required in terms of this Act ... shall be guilty of an offence ...
- SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.
- Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

**2A. CERTIFICATE OF BIDDER'S VISIT TO THE SITE**

This is to certify that, I \_\_\_\_\_

representative of (tenderer) \_\_\_\_\_

of (address) \_\_\_\_\_

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

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

in the company of (Engineer's representative) \_\_\_\_\_

visited and examined the site on (date) \_\_\_\_\_

**I further certify that I have made myself familiar with all local conditions likely to influence the work and the cost thereof, that I am satisfied with the description of the work and the explanations given by the said Engineer's Representative and that I understand perfectly the work to be done, as specified and implied, in the execution of this contract.**

**TENDERER'S REPRESENTATIVE:** (Signature) \_\_\_\_\_

(Name) \_\_\_\_\_

**EMPLOYER'S REPRESENTATIVE:** (Signature) \_\_\_\_\_

(Name) \_\_\_\_\_

**2B. CERTIFICATE OF AUTHORITY FOR SIGNATORY**

Signatory for companies shall confirm their authority thereto by attaching a duly signed and dated copy of the relevant resolution of the boards of directors to this form.

An **example** is given below:

By resolution of the board of directors passed at a meeting held on \_\_\_\_\_

Mr/Mrs \_\_\_\_\_, whose signature appears below, has been duly authorised

to sign all documents in connection with the Bid for Contract No \_\_\_\_\_

and any Contract that may arise there from on behalf of (name of Tenderer in block capitals)

**SIGNED ON BEHALF OF THE COMPANY:**

**IN HIS/HER CAPACITY AS:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**SIGNATURE OF SIGNATORY:** \_\_\_\_\_

**WITNESSES:** 1. \_\_\_\_\_

2. \_\_\_\_\_



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**2D. CONTRACTOR'S ESTABLISHMENT ON SITE**

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The combined extended total tendered for Item 13.01 for the contractor's general obligations; i.e.

- (a) Fixed obligations
- (b) Value-related obligations
- (c) Time-related obligations

shall not exceed a maximum of 15 % of the tender sum (excluding VAT).

Total tendered for Item B13.01 expressed as a percentage of the tender sum (excluding VAT):

.....% (insert percentage).

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

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

Tenderer .....

**2E. CERTIFICATE OF NON-COLLUSIVE TENDER**

**1 IN THE CASE OF A SINGLE CONSTRUCTION CONCERN:**

I/We certify that this is a bona fide tender.

I/We also certify that I/We have not done and I/We undertake not to do any of the following at any time before the hour and date specified for the closure of submission of tenders for this contract.

- a) Fix or adjust the amount of this tender by or under or in accordance with any agreement or arrangement with any other person;
- b) communicate to a person other than the person calling for these tenders the amount or approximate amount of the proposed tender, except when the confidential disclosure of the approximate amount of the tender is necessary to obtain the insurance-premium quotations required for preparation of the tender;
- c) cause or induce any other person to communicate to me/us the amount or approximate amount of any rival tender for this contract;
- d) enter into any agreement or arrangement with any other person to induce him to refrain from tendering for this contract, or to influence the amount of any tender or the conditions of any tender to be submitted, nor cause or induce any other person to enter into any such agreement or arrangement;
- e) offer or pay or give or agree to pay or to give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any tender or proposed tender for this contract, any action similar to those described above.

In this certificate the term "person" includes any persons, body of persons or association, whether corporate or not, and the term "agreement or arrangement" includes any agreement or arrangement, whether formal or informal and whether legally binding or not.

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

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

Tenderer .....

**CERTIFICATE OF NON-COLLUSIVE TENDER (Continued)**

**2 IN THE CASE OF A CONSORTIUM OF CONSTRUCTION CONCERNS:**

We certify that this is a bona fide tender.

We also certify that we have not done and we undertake not to do any of the following at any time before the hour and date specified for the closure of submission of tenders for this contract:

- a) Fix or adjust the amount of this tender by or under or in accordance with any agreement or arrangement with any person outside this consortium;
- b) communicate to a person outside this consortium other than the person calling for these tenders, the amount or approximate amount of the proposed tender, except when the confidential disclosure of the approximate amount of the tender is necessary to obtain insurance premium quotations required for preparation of the tender;
- c) cause or induce any person outside this consortium to communicate to us the amount or approximate amount of any rival tender for this contract.
- d) enter into any agreement or arrangement with any person outside this consortium to induce him to refrain from tendering for this contract, or to influence the amount of any tender or the conditions of any tender to be submitted, nor cause or induce any person outside this consortium to enter into any such agreement or arrangement;
- e) offer or pay or give or agree to give any sum of money or valuable consideration directly or indirectly to any person outside this consortium for doing or having done or causing or having caused to be done in relation to any tender or proposed tender for this contract, any action similar to those described above.

In this certificate the term “person” includes any persons, body of persons or association, whether corporate or not, the term “agreement or arrangement” includes any agreement or arrangement, whether formal or informal and whether legally binding or not, and the term “person outside this consortium” means, when the consortium is a partnership, a person other than a partner or an employee of a partner or the partnership, or when the consortium is a company, a person other than a person or company holdings shares in the consortium, or any employee of such a person, company or the consortium.

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

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

Tenderer .....

**2F. SCHEDULE OF LOCAL LABOUR CONTENT**

The Tenderer must complete the table below to reflect the labour force anticipated to be employed on this contract, including labour employed by sub-contractors.

The specified target value is **10%**.

**Note: 100% of this labour content shall be from the LOCAL COMMUNITY where Local Community means those in the immediate vicinity of the project. The contractor’s own skilled personnel will not be counted towards the said 100%.**

Type of Labour	Man-hours	Minimum Wage Rate per Unit	Total Wage Cost (excl. VAT)
Permanent Labour			
Temporary Labour			
SMME/HDI’s Labour			
<b>TOTAL</b>			
<b>PERCENTAGE</b>			

**Notes to Tenderer:**

- (1) Labour is defined as hourly paid personnel including the CLO.
- (2) The penalty for non-compliance during the contract or for fraudulent disclosure is discussed in Section C3.3.6.5.

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

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

Tenderer .....



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**2G. BROAD BASED BLACK ECONOMIC EMPOWERMENT**

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The tenderer shall furnish Greater Tzaneen Municipality with the necessary information to enable them to evaluate the submission for B-BBEE Level Contribution. A Trust, Consortium or Joint Venture must submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid.

It is a requirement to attach a Broad Based Black Empowerment Verification Certificate (issued by Registered Auditor approved by IRBA or a service provider accredited to SANAS) to the annexure document, indicating amongst others the following information:

- Company name
- Company Registration Number
- VAT Number
- Issue Date
- Expiry Date
- Level Contributor
- Name of Accredited Service Provider

**NOTE: If the Service Provider is not accredited with SANAS or a Registered Auditor approved by IRBA, no points will be given for BBEE level Contributor**

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

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

Tenderer .....

**2H. SURETY AND BANK DETAILS**

---

**SURETY DETAILS**

The Surety we intend to provide is from

.....

Contact Person

.....

Contact Telephone numbers

.....

Type of Surety

.....

**BANK DETAILS**

Bank Name

.....

Account Number

.....

Account Type

.....

Contact Person

.....

Tel No.

.....

Fax No.

.....

Address

.....

Signed

.....

Date

.....

Name

.....

Position

.....

Tenderer

.....

**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, hareholder<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 this bid? ..... **YES / NO**

3.10.1 If yes, furnish particulars.  
.....

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

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

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

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

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

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

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

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

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

Full Name	Identity Number	State Employee Number

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

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

**MBD 5**

**DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)**

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire:

Are you by law required to prepare annual financial statements for auditing? **\*YES / NO**

If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....  
.....

Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days? **\*YES / NO**

If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.

If yes, provide particulars.

.....  
.....

Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

**\*YES / NO**

If yes, furnish particulars

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

\*Delete if not applicable

Will any portion of goods or services be sourced from outside the Republic, and if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? \*YES / NO

If yes, furnish particulars

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

**CERTIFICATION**

**I THE UNDERSIGNED (NAME)** .....

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

**I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE**

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**MBD 6.1****PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017**

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

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

**1. GENERAL CONDITIONS**

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

The **80/20** system for requirements with a Rand value of up to R50 million (all applicable taxes included) and

The **90/10** system for requirements with a Rand value above R50 million (all applicable taxes included).

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

(b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (delete whichever is not applicable for this tender).

1.3 Points for this bid shall be awarded for:

(a) Price; and

(b) B-BBEE Status Level of Contribution.

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

	<b>POINTS</b>
<b>Price</b>	
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	
<b>Total points for price and B-BBEE must not exceed</b>	<b>100</b>

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

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

## 2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an excepted micro enterprise in terms of a quote of good practice on Black Economic Empowerment issued in terms of section 9(1) of the broad Based Economic Empowerment Act.
- (f) **“Functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender document.
- (g) **“Price”** includes all applicable taxes less on unconditional discounts.
- (h) **“Proof of BEE status level of contributor”** means
- 1) BBBEE status level certificate issued by an authorized body or person
  - 2) Sworn Affidavit as prescribed by the BBBEE codes of codes practice.
  - 3) an other requirements prescribed in terms of the BBBEE Act.
- (I) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on Black Economic Empowerment issued in terms of section 9(1) of the Broad Black Economic Empowerment Act.
- (j) **“rand value”** means the total estimated value of a contract in rand, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;

## 3. POINTS AWARDED FOR PRICE

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

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

**80/20**

**90/10**

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

Where

$P_s$  = Points scored for comparative price of bid under consideration

$P_t$  = Comparative price of bid under consideration

$P_{\min}$  = Comparative price of lowest acceptable bid



#### 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

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

#### POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} \mathbf{80/20} & & \mathbf{or} & & \mathbf{90/10} \\ P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & & \mathbf{or} & & P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \end{array}$$

Where

$P_s$  = Points scored for comparative price of bid under consideration

$P_t$  = Comparative price of bid under consideration

$P_{\min}$  = Comparative price of lowest acceptable bid

#### POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

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

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

Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

Bidders other than EMEs must submit their original and valid B-BBEE status level Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended subcontractor is an EME that has the capability and ability to execute the sub-contract.

A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to

**BID DECLARATION**

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

**B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1**

B-BBEE Status Level of Contribution: \_\_\_\_\_ = \_\_\_\_\_ (maximum of 10 or 20 points)

**(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).**

**SUB-CONTRACTING**

Will any portion of the contract be sub-contracted? YES / NO  
(delete which is not applicable)

If yes, indicate:

what percentage of the contract will be subcontracted? \_\_\_\_\_ %

the name of the sub-contractor? \_\_\_\_\_

the B-BBEE status level of the sub-contractor? \_\_\_\_\_

whether the sub-contractor is an EME? YES / NO

(delete which is not applicable)

**DECLARATION WITH REGARD TO COMPANY / FIRM**

Name of firm \_\_\_\_\_

VAT registration number \_\_\_\_\_

Company registration number \_\_\_\_\_

**TYPE OF COMPANY/ FIRM**

- Partnership/Joint Venture / Consortium
  - One person business/sole propriety
  - Close corporation
  - Company
  - (Pty) Limited
- [TICK APPLICABLE BOX]

**DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**COMPANY CLASSIFICATION**

- Manufacturer
  - Supplier
  - Professional service provider
  - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

**MUNICIPAL INFORMATION**

Municipality where business is situated \_\_\_\_\_

Registered Account Number \_\_\_\_\_

Stand Number \_\_\_\_\_

**TOTAL NUMBER OF YEARS THE COMPANY/FIRM HAS BEEN IN BUSINESS?** \_\_\_\_\_

I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

The information furnished is true and correct;

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

In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have – disqualify the person from the bidding process; recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct; 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;

restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and forward the matter for criminal prosecution

**WITNESSES:**

.....

<p>.....</p>
<p><b>SIGNATURE(S) OF BIDDER(S)</b></p>

.....

DATE .....

ADDRESS .....

.....

.....

.....

**MBD 6.2****DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT**

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x.

**General Conditions**

Preferential Procurement Regulations, 2011 (Regulation 9.(1) and 9.(3) make provision for the promotion of local production and content.

Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

Regulation 9.(3) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.

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

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

The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

$$LC = 1 - \left( \frac{x}{y} \right) \times 100$$

Where

$x$  = imported content

$y$  = bid price excluding value added tax (VAT)

Prices referred to in the determination of  $x$  must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid as required in paragraph 4.1 below.

A bid will be disqualified if:

the bidder fails to achieve the stipulated minimum threshold for local production and content indicated in paragraph 3 below; and.  
 this declaration certificate is not submitted as part of the bid documentation.

Definitions

“**bid**” includes advertised competitive bids, written price quotations or proposals;

“**bid price**” price offered by the bidder, excluding value added tax (VAT);

“**contract**” means the agreement that results from the acceptance of a bid by an organ of state;

“**designated sector**” means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;

“**duly sign**” means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).

“**imported content**” means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;

“**local content**” means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;

“**stipulated minimum threshold**” means that portion of local production and content as determined by the Department of Trade and Industry; and

“**sub-contract**” means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

**The stipulated minimum threshold(s) for local production and content for this bid is / are as follows:**

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
.....	..... %
.....	..... %
.....	..... %

Does any portion of the services, works or goods offered have any imported content?

YES / NO

4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za).

Indicate the rate(s) of exchange against the appropriate currency in the table below:

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

**IN RESPECT OF BID No.** .....

**ISSUED BY:** (Procurement Authority / Name of Municipality / Municipal Entity):

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

I, the undersigned, ..... (full names),

do hereby declare, in my capacity as .....

Of .....

(name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286.

(c) The local content has been calculated using the formula given in clause 3 of SATS 1286, the rates of exchange indicated in paragraph 4.1 above and the following figures:

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

If the bid is for more than one product, a schedule of the local content by product shall be attached.

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

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE** ..... **DATE:** .....

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

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



**MBD 7.2**

**CONTRACT FORM - RENDERING OF SERVICES**

**THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.**

**PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)**

1. I hereby undertake to render services described in the attached bidding documents to **Greater Tzaneen Municipality** in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of Bidder’s past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

<b>WITNESSES</b>	
1	.....
2	.....
DATE: .....	

**CONTRACT FORM - RENDERING OF SERVICES  
PART 2 (TO BE FILLED IN BY THE PURCHASER)**

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

<b>DESCRIPTION OF SERVICE</b>	<b>PRICE (ALL APPLICABLE TAXES INCLUDED)</b>	<b>COMPLETION DATE</b>	<b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	<b>MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)</b>

4. I confirm that I am duly authorized to sign this contract.

SIGNED AT ..... ON .....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

**WITNESSES**

1 .....

2 .....

DATE: .....

## MBD 8

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

This Municipal Bidding Document must form part of all bids invited.

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.

The bid of any bidder may be rejected if that bidder, or any of its directors have:

abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;  
 been convicted for fraud or corruption during the past five years;  
 willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or  
 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).

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p><b><u>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</u></b></p> <p><u>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</u></p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>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)?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <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:		
<b>Item</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
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"/>
4.7.1	If so, furnish particulars:		

**CERTIFICATION**

**I THE UNDERSIGNED (NAME)** .....

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

**I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE**

.....  
Signature

.....  
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.

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.

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

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

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

-----  
(Bid Number and Description)

in response to the invitation for the bid made by:

-----  
(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

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

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

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

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;

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

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.

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

- Prices,
- geographical area where product or service will be rendered (market allocation)
- methods, factors or formulas used to calculate prices;
- the intention or decision to submit or not to submit, a bid;
- the submission of a bid which does not meet the specifications and conditions of the bid; or
- bidding with the intention not to win the bid.

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.

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

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

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

---

**MUNICIPAL CLEARANCE CERTIFICATE**

---

**Bidders are to submit a valid Municipal Clearance Certificate from the Local Municipality where the Company and its Directors are based.**



---

**COMPANY PROFILE**

---

**Bidders are to submit a company profile**

---

**PROOF OF COMPANY REGISTRATION**

---

**Bidders are to attach proof of company registration**

---

**COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 AND  
CONSTRUCTION REGULATIONS, 2014**

---

**Bidders are to attach a valid Letter of Good Standing with the Workmen's Compensation Fund from the Department of Labour as per the Occupational Injuries and Diseases Act.**

The tenderer shall also attach to this Form evidence that he is registered and in good standing with a compensation insurer who is approved by Department of Labour in terms of section 80 of the Compensation for Injury and Disease Act (COID) (Act 130 of 1993).

The tenderer is required to disclose, by also attaching documentary evidence to this form, all inspections, investigations and their outcomes conducted by the Department of Labour into the conduct of the tenderer at any time during the 36 months preceding the date of this tender.

**Note to tenderer:**

**Discovery that the tenderer has failed to make proper disclosure may result in Greater Tzaneen Municipality terminating a contract that flows from this tender on the ground that it has been rendered invalid by the tenderer's misrepresentation.**

---

## **COPIES OF COMPLETION CERTIFICATES**

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**Bidders to attach copies of completion certificates of similar previous work done**

**Please ensure that the Completion Certificates are for the Projects Listed in the Table: “*List of similar Projects successfully completed in the past five (5) years*” in order to qualify for functionality points.**

---

**FINANCIAL STATEMENTS**

---

**Bidders to attach copies of three (3) years' audited financial statements**

---

**FORM IN TERMS OF THE FUNCTIONAL REQUIREMENTS**

---

Bidders are required to complete the table below providing evidence that they have been involved in similar types of projects.

**Copies of the Completion Certificates for similar previous work done must be attached in order to be scored for functionality.**

**Please ensure that the Completion Certificates attached are for the Projects listed in the Table: *“List of similar projects successfully completed in the past five (5) years”***

**If the value of the projects completed is not provided, points can only be awarded for the category *“Up to 4 similar projects of any value”***

Where Joint Ventures are undertaken, Bidders are required to submit detailed documentation providing evidence that **each** company has been involved in similar types of projects

Where Joint Ventures are undertaken, Bidders are required to clearly define the roles and responsibilities of each member and are required to submit detailed documentation providing evidence that each member has sufficient experience in relation to their roles and responsibilities.

Failure of the Bidder to provide the relevant documentation would result in no points being allocated and could potentially result in the document being regarded as non-responsive

**List of similar projects successfully completed in the past five (5) years:**

EMPLOYER & DISTRICT	NATURE OF WORK	VALUE OF WORK	DURATION	COMPLETION DATE	EMPLOYER CONTACT NO.

**C1 AGREEMENT AND CONTRACT DATA**

**C1.1 FORM OF OFFER AND ACCEPTANCE**

**Offer**

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of the **Roof Replacement at Greater Tzaneen Civic Centre** project.

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

**THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:**

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

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature(s) .....  
Name(s) .....  
Capacity .....

**for the tenderer**

Name and address of Organization:  
.....  
.....

Name and signature of witness:  
Signature .....  
Name ..... Date .....



**Acceptance**

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer’s offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer’s offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

- Part C1: Agreements and contract data, (which includes this agreement)
- Part C2: Pricing data
- Part C3: Scope of work
- Part C4: Site information

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

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer’s agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

Signature(s) .....

Name(s) .....

Capacity .....

Date

**For the Employer**

Greater Tzaneen Municipality  
P.O Box 24  
Tzaneen  
0850

Name and signature of witness:

Signature .....

Name ..... Date .....

**Schedule of Deviations**

Subject: .....

Details .....

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

Subject: .....

Details .....

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

Subject: .....

Details .....

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

**ONLY TO BE COMPLETED AT ACCEPTANCE STAGE**

Subject: .....

Details .....

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

By the duly authorised representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

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

**For the Tenderer:**

Signature(s) .....

Name(s) .....

Capacity .....

.....  
*(Insert name and address of organisation)*

Signature and name of witness:

Signature .....

Name .....

**For the Employer:**

Signature(s) .....

Name(s) .....

Capacity .....

**ONLY TO BE COMPLETED AT ACCEPTANCE STAGE**

(Name and address of organization) Greater Tzaneen Municipality  
1 Agatha Street,  
Tzaneen  
0850

Signature and name of witness:

Signature .....

Name .....

**C1.2 CONFIRMATION OF RECEIPT**

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

The ..... (day) of ..... (month) 20 ..... (year)

At ..... (place).

For the Contractor:

**ONLY TO BE COMPLETED AT ACCEPTANCE STAGE**

Signature .....

Name .....

Capacity .....

Signature and name of witness:

Signature .....

Name .....

**C1.3 PERFORMANCE GUARANTEE**

The performance guarantee is to contain the wording of the pro-forma document JBCC Guarantee for Principal Building Agreement (May 2018). Copies of these conditions of contract may be obtained from JBCC contact number (010) 010 7588

**C1.4 AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT (ACT No. 85 OF 1993)**

WRITTEN AGREEMENT BETWEEN

**The Greater Tzaneen Municipality**

and

.....

.....  
**CONTRACTOR**

AS ENVISAGED BY SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, NO 85 OF 1993, AS AMENDED.

I, ..... representing

.....

*(Insert first name and surname)*

*(Insert Contractor Company Name)*

do hereby acknowledge that our company is an employer in its own right with duties as prescribed in the Occupational Health and Safety Act No. 85 of 1993, as amended and I agree to ensure that all work will be performed, machinery and plant used in accordance with the provisions of the said Act. I further more agree to comply with all other relevant legislation while providing a service to the **Greater Tzaneen Municipality**.

I acknowledge having received the necessary induction / training regarding the rules and regulations of the **Greater Tzaneen Municipality**. I will ensure that all our staff and subcontractors are properly informed and adhere to all the rules and regulations and relevant legislation while on the **Greater Tzaneen Municipality** premises. I will liaise with the person responsible, should I, for whatever reason, not be able to complete the task /project or perform in terms of this agreement.

I undertake to immediately report the following to the Municipality Safety Health & Environment Dept:-

- i. Any accidents or incidences involving my staff or subcontractors whether considered minor or needing medical attention. These incidences/accidents shall be reported on an Annexure 1 Incident Report.
- ii. Always inform the SHE Dept. of any existing and/or new projects that my staff or subcontractors will be undertaking in or on any **Greater Tzaneen Municipality**, Buildings and Premises.

My company is registered with the Compensation Commissioner for Occupational Injuries and Diseases as stipulated by the COID Act. My COIDA registration number is

.....  
*(Insert registration number)*

We/I also agree that the Contractor or Sub-contractor, by their signatures hereto, do unreservedly and irrevocably indemnify the **Greater Tzaneen Municipality** and hold it harmless against all the clause demands, actions, clauses of actions and suits at law, which may be made or instituted against it for:

- Any death, injury or incident to the Contractor, Sub-contractor and /or their employees or any agent customer or visitor of the Contractor;
- Any damage caused to property of the Contractor, Sub-contractor, and/or their employees or any agent customer or visitor of the Contractor, including any loss of such property from whatsoever, while on the premises;
- Any claims resulting from non-compliance with legislation.

Signed on behalf of .....  
*Insert Contractor Company Name*

Signature: .....

Date: .....

Witness (Full name): .....

Signed on behalf of **Greater Tzaneen Municipality**

Signature: .....

Date: .....

Witness (Full name): .....



## C1.5 CONTRACT DATA

### Part 1: Data provided by the Employer

#### 1. CONDITIONS OF CONTRACT

The Principal Building Agreement (Edition 6.2) of May 2018 published by JBCC is applicable to this Contract.

The Principal Building Agreement shall be amended only by the Special Conditions of Contract included in this document.

#### C1.5.1 Contract Specific Data

The following contract specific data, referring to the Principal Building Agreement are applicable to this Contract.

#### Section 1: Data provided by the Employer in this document

Clause	
	The defects liability period is 12 months.
	The time for achieving Practical Completion is 6 months.
	The Principal Agent shall obtain specific approval from the Employer before executing any of his functions or duties according to the JBCC Principal Agreement Contract:  1. Approval of extension of time 2. Approval of additional costs 3. Approval of variation orders 4. Approval from GREATER TZANEEN MUNICIPALITY for the utilization of any contingencies
	The documentation required before commencement with Works are:  <ul style="list-style-type: none"> <li>• Health and Safety Plan</li> <li>• Initial programme and the associated cash flow, labour programme</li> <li>• Performance guarantee</li> <li>• Insurance</li> <li>• Contactor's key personnel CVs for the Engineer's approval.</li> </ul> (NB Only personnel as submitted at tender stage)

<b>Clause</b>	
	The time to submit the documentation required before commencement with works execution is 15 working days.
	The non-working days are Saturdays and Sundays.  The special non-working days are public holidays as will be confirmed by the Principal Agent by the second week of January of each year.
	The determination of disputes shall be by arbitration

**C2: PRICING DATA****C2.1 PRICING INSTRUCTIONS**

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The Principal Building Agreement, the Contract Data, the Specifications (including the Project Specifications) and the Drawings shall be read in conjunction with the Bill of Quantities.

The Bill comprises items covering the Contractor's profit and costs of general liabilities and of the construction of Temporary and Permanent Works.

Value Added Tax (VAT) shall not be included in the individual rates but is to be added as a total at the end of the summary.

### **C3: SCOPE OF WORK**

#### **C3.1 DESCRIPTION OF WORKS**

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Removal of part of roof structure, modification and new roof structure, new roof covering, reinforced concrete structure, external façade, electrical and mechanical works.

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**C3.3.3.1 OCCUPATIONAL HEALTH AND SAFETY ACT 1993: HEALTH AND SAFETY SPECIFICATION****CONTENTS**

C3.3.3.1.1 INTRODUCTION

C3.3.3.1.2 SCOPE

C3.3.3.1.3 GENERAL OCCUPATIONAL HEALTH AND SAFETY PROVISIONS

C3.3.3.1.4 OPERATIONAL CONTROL

ANNEXURE 1: MEASURING INJURY EXPERIENCE

ANNEXURE 2: EXECUTIVE SHE RISK MANAGEMENT REPORT

ANNEXURE 3: LIST OF RISK ASSESSMENTS

**C3.3.3.1.1 Introduction**

In terms of the Construction Regulation 4(1) (a) of the Occupational Health and Safety Act, No. 85 of 1993, Greater Tzaneen Municipality, as the Client, is required to compile a Health & Safety Specification for any intended project and provide such specification to any prospective tenderer.

The Client's further duties are as in C3.4.1.3.1.1. below and in the Construction Regulations, 2014.

This specification has as objective to ensure that Principal Contractors entering into a Contract with the Greater Tzaneen Municipality achieve an acceptable level of OH&S performance. This document forms an integral part of the Contract and Principal and other Contractors should make it part of any Contracts that they may have with Contractors and/or Suppliers.

Compliance with this document does not absolve the Principal Contractor from complying with minimum legal requirements and the Principal Contractor remains responsible for the health & safety of his employees and those of his Mandataries.

**C3.3.3.1.2 Scope**

Development of a health & safety specification that addresses all aspects of occupational health and safety as affected by the abovementioned contract work.

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

**C3.3.3.1.3 General Occupational Health & Safety Provisions**

- (a) Hazard Identification & Risk Assessment (Construction Regulation 7)  
 (i) Risk Assessments

Annexure 3 contains a list of Risk Assessment headings that have been identified by Greater Tzaneen Municipality as possibly applicable to the abovementioned contract work. It is, by no means, exhaustive and is offered as an assistance to Contractors intending to tender.

Based on the Risk Assessments, the Principal Contractor must develop a set of site-specific OH&S rules that will be applied to regulate the OH&S aspects of the construction.

The Risk Assessments, together with the site-specific OH&S rules must be submitted to the Greater Tzaneen Municipality before mobilisation on site commences.

Despite the Risk Assessments listed in Annexure 3, the Principal Contractor is required to conduct a baseline Risk Assessment and the aforesaid listed Risk Assessments must be incorporated into the base-line Risk Assessment. The baseline Risk Assessment must further include the Standard Working procedures (SWP) and the applicable Method Statements based on the Risk Assessments

All out-of-scope work must be associated with a Risk Assessment.

- (ii) Review of Risk Assessments

The Principal Contractor is to review the Hazard Identification, Risk Assessments and SWP's at each Production Planning and Progress Report meeting as the Contract work develops and progresses and each time changes are made to the designs, plans and construction methods and processes.

The Principal Contractor must provide the Client, other Contractors and all other concerned-parties with copies of any changes, alterations or amendments as contemplated in above.

- (b) Legal Requirements

All Contractors entering into a Contract with the Greater Tzaneen Municipality shall, as a minimum, comply with the

- Occupational Health & Safety Act and Regulations (Act 85 of 1993). A current, up-to-date copy of the OHS Act must be available on site at all times
- Compensation for Occupational Injuries & Diseases Act (Act 130 of 1993). The principal Contractor will be required to submit a letter of Registration and "good-standing" from the Compensation Insurer before being awarded the Contract. A current, up-to-date copy of the COID Act must be available on site at all times.
- Where work is being carried out on mines' premises the Contractor will have to comply with the Mine Health & Safety Act and Regulations (Act. 29 of 1996) and any other OH&S requirements that the mine may specify. A current, up-to-date copy of the OHS Act must be available on site at all times.

- (c) Structure and Responsibilities

- (i) Overall Supervision and Responsibility for OH&S

\* It is a requirement that the Principal Contractor, when he appoints Contractors (Sub-contractors) in terms of Construction Regulations 5(3), (5), (9), (10) and (12) he includes an OHS Act Section 37(2) agreement: "Agreement with Mandatory" in his agreement with such Contractors.

- \* Any OH&S Act (85/1993), Section 16(2) appointee/s as detailed in his/her/their respective appointment forms
- (ii) Further (Specific) Supervision Responsibilities for OH&S

The Contractor shall appoint designated competent employees and/or other competent persons as required by the Act and Regulations. Below is a list of identified appointments and may be used to select the appropriate appointments for the current contract:

	Ref. Section/Regulation in OHSAct
Batch Plant Supervisor	(Construction Regulation 6(1))
Construction Vehicles/Mobile Plant/Machinery Supervisor	(Construction Regulation 21)
Demolition Supervisor	(Construction Regulation 12)
Drivers/Operators of Construction Vehicles/Plant	(Construction Regulation 21)
Electrical Installation and Appliances Inspector	(Construction Regulation 22)
Emergency/Security/Fire Coordinator	(Construction Regulation 27)
Excavation Supervisor	(Construction Regulation 11)
Explosive Powered Tool Supervisor	(Construction Regulation 19)
Fall Protection Supervisor	(Construction Regulation 8)
First Aider	(General Safety Regulation 3)
Fire Equipment Inspector	(Construction Regulation 27)
Formwork & Support work Supervisor	(Construction Regulation 10)
Hazardous Chemical Substances Supervisor	(HCS Regulations)
Incident Investigator	(General Admin Regulation 29)
Ladder Inspector	(General Safety Regulation 13A)
Lifting Equipment Inspector	(Construction Regulation 20)
Materials Hoist Inspector	(Construction Regulation 17)
OH&S Committee	(OHS Act Section 19)
OH&S Officer	(Construction Regulation 6(6))
OH&S Representatives	(OHS Act Section 17)
Person Responsible for Machinery	(General Machinery Regulation 2)
Scaffolding Supervisor	(Construction Regulation 14)
Stacking & Storage Supervisor	(Construction Regulation 26)
Structures Supervisor	(Construction Regulation 9)
Suspended Platform Supervisor	(Construction Regulation 15)
Tunneling Supervisor	(Construction Regulation 13)
Vessels under Pressure Supervisor	(Vessels under Pressure Regulations)
Working on/next to Water Supervisor	(Construction Regulation 24)
Welding Supervisor	(General Safety Regulation 9)

The appointments must be in writing and the responsibilities clearly stated together with the period for which the appointment is made. This information must be communicated and agreed with the appointees.

Copies of appointments must be submitted to the Greater Tzaneen Municipality together with concise CV's of the appointees. All appointments must be officially approved by Greater Tzaneen Municipality. Any changes in appointees or appointments must be communicated to Greater Tzaneen Municipality forthwith.

The Principal Contractor must, furthermore, provide Greater Tzaneen Municipality with an organogram of all Contractors that he/she has appointed or intends to appoint and keep this list updated on a weekly basis.

In addition Greater Tzaneen Municipality may require that a Traffic Safety Officer be appointed for any project.

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

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

(iv) Duties and Functions of the OH&S Representatives (Section 19 of the OHS Act)  
The Principal Contractor must ensure that the designated OH&S Representatives conduct a minimum monthly inspection of their respective areas of responsibility using a checklist and report thereon to the Principal Contractor

OH&S representatives must be included in accident/incident investigations

OH&S representatives must attend all OH&S committee meetings.

(v) Appointment of OH&S Committee (Section 20 of the OHS Act)

The Principal Contractor must establish an OH&S Committee consisting of all the designated OH&S Representatives together with a number of management representatives that are not allowed to exceed the number of OH&S representatives on the committee and a representative of the Client who shall act as the chairman without a vote. The members of the OH&S committee must be appointed in writing.

The OH&S Committee must meet minimum monthly and consider, at least, the following Agenda:

1. Opening & Welcome
2. Present/Apologies/Absent
3. Minutes of previous Meeting
4. Matters Arising from the previous Minutes
5. OH&S Reps Reports
6. Incident Reports & Investigations
7. Incident/Injury Statistics
8. Other Matters
9. Endorsement of Registers and other statutory documents by a representative of the Principal Contractor
10. Close/Next Meeting

(d) Administrative Controls and the Occupational Health & Safety File

(i) The OH&S File (Construction Regulation 5 (7))

As required by Construction Regulation 5(7), the Principal Contractor and other Contractors will each keep an OH&S File on site containing the following documents as a minimum:

- \* Notification of Construction Work (Construction Regulation 3.)
- \* Copy of OH&S Act (updated) (General Administrative Regulation 4.)
- \* Proof of Registration and good standing with a COID Insurer (Construction Regulation 4 (g))
- \* OH&S Programme agreed with the Client including the underpinning Risk Assessment/s & Method Statements (Construction regulation 5 (1))
- \* Copies of OH&S Committee and other relevant Minutes
- \* Designs/drawings (Construction Regulation 5 (8))
- \* A list of Contractors (Sub-Contractors) including copies of the agreements between the parties and the type of work being done by each Contractor (Construction Regulation 9)



- 
- \* Appointment/Designation forms as per (a)(i) & (ii) above.
  - \* Registers as follows:
    - \* Accident/Incident Register (Annexure 1 of the General Administrative Regulations)
    - \* OH&S Representatives Inspection Register
    - \* Asbestos Demolition & Stripping Register
    - \* Batch Plant Inspections
    - \* Construction Vehicles & Mobile Plant Inspections by Controller
    - \* Daily Inspection of Vehicles. Plant and other Equipment by the Operator/ Driver/User
    - \* Demolition Inspection Register
    - \* Designer's Inspection of Structures Record
    - \* Electrical Installations, -Equipment & -Appliances (including Portable Electrical Tools)
    - \* Excavations Inspection
    - \* Explosive Powered Tool Inspection, Maintenance, Issue & Returns Register (incl. cartridges & nails)
    - \* Fall Protection Inspection Register
    - \* First Aid Box Contents
    - \* Fire Equipment Inspection & Maintenance
    - \* Formwork & Support work Inspections
    - \* Hazardous Chemical Substances Record
    - \* Ladder Inspections
    - \* Lifting Equipment Register
    - \* Materials Hoist Inspection Register
    - \* Machinery Safety Inspection Register (incl. machine guards, lock-outs etc.)
    - \* Scaffolding Inspections
    - \* Stacking & Storage Inspection
    - \* Inspection of Structures
    - \* Inspection of Suspended Platforms
    - \* Inspection of Tunnelling Operations
    - \* Inspection of Vessels under Pressure
    - \* Welding Equipment Inspections
    - \* Inspection of Work conducted on or Near Water
    - \* All other applicable records

Greater Tzaneen Municipality will conduct an audit on the OH&S file of the Principal Contractor from time-to-time.

- (e) OH&S Goals & Objectives & Arrangements for Monitoring & Review of OH&S Performance

The Principal Contractor is required to maintain a CIFR of at least 8 (See Annexure 1. to this document: "Measuring Injury Experience) and report on this to Greater Tzaneen Municipality on a monthly basis

- (f) Notification of Construction Work (Construction Regulation 3.)

The Principal Contractor must, where the Contract meets the requirements laid down in Construction Regulation 3, within 5 working days, notify the Department of Labour of the intention to carry out construction work and use the form (Annexure A in the Construction Regulations) for the purpose. A copy must be held on the OH&S File and a copy must be forwarded to Greater Tzaneen Municipality for record keeping purposes.

- (g) Training, Awareness and Competence

The contents and syllabi of all training required by the Act and Regulations are to be included in the Principal Contractor's OH&S Plan.

## (i) General Induction Training

All members of Contractor's Site management as well as all the persons appointed as responsible for OH&S in terms of the Construction and other Regulations will be required to attend a general induction session by the Client

All employees of the Principal and other Contractors to be in possession of proof of General Induction training.

## (ii) Site Specific Induction Training

The Principal Contractor will be required to develop Contract work project specific induction training based on the Risk Assessments for the Contract work and train all employees and other Contractors and their employees in this.

All employees of the Principal and other Contractors to be in possession of proof of Site Specific OH&S Induction training at all times.

## (iii) Other Training

All operators, drivers and users of construction vehicles, mobile plant and other equipment to be in possession of valid proof of training.

All employees in jobs requiring training in terms of the Act and Regulations to be in possession of valid proof of training as follows:

OH&S Training Requirements: (as required by the Construction Regulations and as indicated by the OH&S Specification & the Risk Assessment/s):

- \* General Induction (Section 8 of the Act)
- \* Site/Job Specific Induction (also visitors) (Sections 8 & 9 of the Act)
- \* Site/Project Manager
- \* Construction Supervisor
- \* OH&S Representatives (Section 18 (3) of the Act)
- \* Training of the Appointees indicated above
- \* Operators & Drivers of Construction Vehicles & Mobile Plant (Construction Regulation 21)
- \* Basic Fire Prevention & Protection (Environmental Regulations 9 and Construction regulation 27)
- \* Basic First Aid (General Safety Regulations 3)
- \* Storekeeping Methods & Safe Stacking (Construction Regulation 26)
- \* Emergency, Security and Fire Co-coordinator

## (iv) Awareness &amp; Promotion

The Principal Contractor is required to have a promotion and awareness scheme in place to create an OH&S culture in employees. The following are some of the methods that may be used:

- Toolbox Talks
- OH&S Posters
- Videos
- Competitions
- Suggestion schemes
- Participative activities such as OH&S Safety circles.

(v) Competence

The Principal Contractor shall ensure that his and other Contractors personnel appointed are competent and that all training required to do the work safely and without risk to health, has been completed before work commences

The Principal Contractor shall ensure that follow-up and refresher training is conducted as the contract work progresses and the work situation changes.

Records of all training must be kept on the OH&S File for auditing purposes.

(h) Consultation, Communication and Liaison

OH&S Liaison between the Client, the principal Contractor, the other Contractors, the Designer and other concerned parties will be through the OH&S committee as contemplated in above.

In addition to the above, communication may be directly to the Client or his appointed Agent, verbally or in writing, as and when the need arises.

Consultation with the workforce on OH&S matters will be through their Supervisors, OH&S Representatives, the OH&S committee and their elected Trade Union Representatives, if any.

The Principal Contractor will be responsible for the dissemination of all relevant OH&S information to the other Contractors e.g. design changes agreed with the Client and the Designer, instructions by the Client and/or his/her agent, exchange of information between Contractors, the reporting of hazardous/dangerous conditions/ situations etc.

The Principal Contractor will be required to do Site Safety Walks with Greater Tzaneen Municipality at least on a basis to be determined between the two parties.

The Principal and other Contractors will be required to conduct Toolbox Talks with their employees on a weekly basis and records of these must be kept on the OH&S File. Employees must acknowledge the receipt of Toolbox Talks which record must, likewise be kept on the OH&S File.

The Principal Contractors most senior manager on site will be required to attend all Greater Tzaneen Municipality OH&S meetings and a list of dates, times and venues will be provided to the Principal Contractor by Greater Tzaneen Municipality.

(i) Checking, Reporting and Corrective Actions

(i) Monthly Audit by Client (Construction Regulation 1(d))

Greater Tzaneen Municipality will be conducting a Monthly Audit to comply with Construction Regulation 4(1)(d) to ensure that the principal Contractor has implemented and is maintaining the agreed and approved OH&S Plan.

(ii) Other Audits and Inspections by Greater Tzaneen Municipality:

Greater Tzaneen Municipality reserves the right to conduct other ad hoc audits and inspections as deemed necessary. This will include Site Safety Walks.

(iii) Conducting an Audit

A representative of the Principal Contractor must accompany Greater Tzaneen Local Municipality on all Audits and Inspections and may conduct his/her own audit/inspection at the same time. Each party will, however, take responsibility for the results of his/her own audit/inspection results.

(iv) Contractor's Audits and Inspections

The Principal Contractor is to conduct his own monthly internal audits to verify compliance with his own OH&S Management system as well as of with this specification.

(v) Inspections by OH&S Representative's and other Appointees

OH&S Representatives must conduct weekly inspections of their areas of responsibility and report thereon to their foreman or supervisor whilst other appointees must conduct inspections and report thereon as specified in their appointments e.g. vehicle, plant and machinery drivers, operators and users must conduct daily inspections before start-up.

(vi) Recording and Review of Inspection Results

All the results of the abovementioned inspections to be in writing, reviewed at OH&S committee meetings, endorsed by the chairman of the meeting and placed on the OH&S File.

(vii) Reporting of Inspection Results

The Principal Contractor is required to provide the Client with a monthly report in the format as per the attached Annexure 2: "SHE Risk Management Report"

(j) Incident Reporting and Investigation

Reporting of Accidents and Incidents (Section 24 and General Administrative Regulation 8 of the OHS Act)

The Principal Contractor must report all incidents where an employee is injured on duty to the extent that he/she:

- \* dies
- \* becomes unconscious
- \* loses a limb or part of a limb
  - \* is injured or becomes ill to such a degree that he/she is likely either to die or to suffer a permanent physical defect or likely to be unable for a period of at least 14 days either to work or continue with the activity for which he/she was usually employed

OR where:

- \* a major incident occurred
- \* the health or safety of any person was endangered
- \* where a dangerous substance was spilled
- \* the uncontrolled release of any substance under pressure took place

- 
- \* machinery or any part of machinery fractured or failed resulting in flying, falling or uncontrolled moving objects
  - \* machinery ran out of control

to Greater Tzaneen Municipality within two days and to the Provincial Director of the Department of Labour within seven days (Section 24 of the Act & General Administrative Regulation 8.) EXCEPT that, where a person has died, has become unconscious for any reason or has lost a limb or part of a limb or may die or suffer a permanent physical defect, the incident must be reported to both Greater Tzaneen Municipality and the Provincial Director of the Department of Labour forthwith by telephone, telefax or E-mail.

The Principal Contractor is required to provide Greater Tzaneen Municipality with copies of all statutory reports required in terms of the Act within 7 days of the incident occurring.

The Principal Contractor is required to provide Greater Tzaneen Municipality with copies of all internal and external accident/incident investigation reports including the reports contemplated below within 7 days of the incident occurring.

#### Accident and Incident Investigation (General Administrative Regulation 9)

The Principal Contractor is responsible for the investigation of all accidents/incidents where employees and non-employees were injured to the extent that he/she/they had to be referred for medical treatment by a doctor, hospital or clinic

The results of the investigation to be entered into the Accident/Incident Register listed in above.

The Principal Contractor is responsible for the investigation of all minor and non-injury incidents as described in Section 24 (1) (b) & (c) of the Act and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

The Principal Contractor is responsible for the investigation of all road traffic accidents and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

The Greater Tzaneen Municipality reserves the right to hold its own investigation into an incident or call for an independent external investigation.

#### **C3.3.3.1.4 Operational Control**

##### (a) Emergency Preparedness, Contingency Planning and Response

The Principal Contractor must appoint a competent person to act as Emergency Controller/Coordinator.

The Principal Contractor must conduct an emergency identification exercise and establish what emergencies could possibly develop. He/she must then develop

---

detailed contingency plans and emergency procedures, taking into account any emergency plan that Greater Tzaneen Municipality may have in place.

The Principal Contractor and the other Contractors must hold regular practice drills of contingency plans and emergency procedures to test them and familiarise employees with them.

(b) First Aid (General Safety Regulation 3)

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

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

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

(c) Security

The Principal Contractor must establish site access rules and implement and maintain these throughout the construction period. Access control must include the rule that non-employees will not be allowed on site unaccompanied.

The Principal Contractor must develop a set of Security rules and procedures and maintain these throughout the construction period

(d) Fall Protection (Working in Elevated Positions (Construction regulation 8.))

A pre-emptive Risk Assessment will be required for any work to be carried out above two metres from the ground or any floor level and will be classified as “Work in Elevated Positions”.

As far as is practicable, any person working in an elevated position will work from a platform, ladder or other device that is at least as safe as if he/she is working at ground level and whilst working in this position be wearing a single belt with lanyard that will be worn to prevent the person falling from the platform, ladder or other device utilised. This safety belt will be, as far as is possible, secured to a point away from the edge over which the person might fall and the lanyard must be of such a length that the person will not be able to move over the edge.

Alternatively, any platform, slab, deck or surface forming an edge over which a person may fall may be fitted with guard rails at two different heights as prescribed in SABS 085: Code of Practice for the Design, Erection, Use and Inspection of Access Scaffolding.

Where the requirement in is not practicable, the person will be provided with a full body harness that will be worn and attached above the wearer’s head at all times and

the lanyard must be fitted with a shock absorbing device OR the person must be attached to an approved, by Greater Tzaneen Municipality, fall arrest system.

Where the requirements are not practicable, a suitable catch net must be erected.

Workers working in elevated positions must be trained to do this safely and without risk to health

Where work on roofs is carried out, the Risk Assessment must take into account the possibility of persons falling through fragile material. Skylights and openings in the roof.

### **C3.3.3.1.5 Measurement and Payment**

Payment for the contractor's obligations in respect of the Occupational Health and Safety act and Construction Regulations shall be made through the allowance in the Preliminaries bill.

## **ANNEXURE 1: MEASURING INJURY EXPERIENCE**

Injury experience has traditionally been measured by the use of a disabling injury frequency rate, the so-called "DIFR". The DIFR is calculated by multiplying the number of disabling injuries by 1 million and dividing by the number of man-hours worked.

Lately the DIFR has been replaced internationally with a DIIR: disabling injury incidence rate. The only difference between the two rates are that the 10 million in the calculation is replaced with 200 000. (200 000 purported to be the number of hours and average person works in a lifetime.)

The use of the two rates above has proved to be somewhat problematical as they are open to manipulation and disabling injuries are often "hidden" by returning the injured employee to the workplace so as not to lose a shift and therefore having to register a disabling injury.

The Construction Industry recently decided to promote the use of a new frequency rate based on the number of compensation injury claims as these are more difficult to hide or manipulate because the reporting of compensable injuries is a legal requirement.

The industry is hoping that adoption of this new measurement of injury experience will enable the industry to monitor itself as far as work related injuries are concerned.

Below follows an explanation of this new rating system.

### **COMPENSATION INCIDENCE FREQUENCY RATE (CIFR) FORMULA**

No. of Compensation Claims X 200 000 /

\*220 man hours X No. of Employees

### **DEFINITIONS**

Roof Replacement: Greater Tzaneen Civic Centre

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**No. of Compensation**

**Claims:** **The number of claims lodged with the COID insurer for the period under review**

**200 000:** The fixed factor to align the rate with other rates used internationally

**Manhours Worked**

**Include:**

- \* Hourly Paid Employees
- \* Sub-contactors (No. of Employees X \*220 each)
- \* Staff (No. of Employees X \*220 hours each)

**220 manhours:** The \*average number of hours worked by one employee in one month in the Construction industry.

\* Overtime, absence on leave or sick leave, unrecorded after hours time worked by senior and middle management factored into this average.

**No. of Employees:** The actual or average number of employees employed for the period under review.

**ANNEXURE 2: EXECUTIVE SHE RISK MANAGEMENT REPORT**

The SAFCEC OH&S committee recently developed the following report in an attempt to standardise on reporting and assist contractors in obtaining a clear picture of their SHE Risk Management performance. It is hoped that clients will also accept this standardised report. Your comments/suggestions for improvement is invited.

**EXAMPLE ONLY: ALL INFORMATION IS FICTITIOUS**

XYZ construction

\*SHE RISK MANAGEMENT REPORT

PERIOD JANUARY TO MARCH 2002

\*(SHE = Safety, Health & Environment)



### 1. Introduction

We hope that this new format of quarterly SHE Risk Management reporting will provide a clear picture of the company’s performance as far as occupational health & safety is concerned.

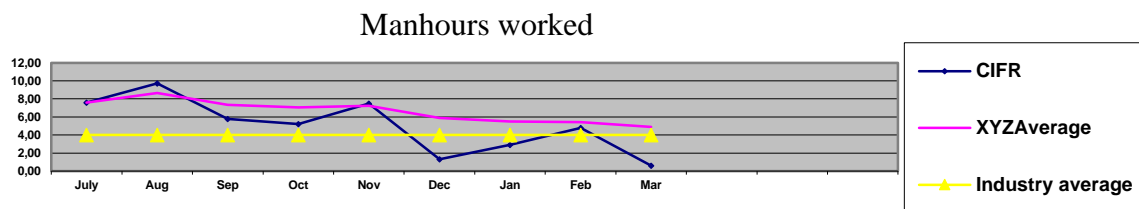
The first quarter of 2002 generally reflected an improvement in injury experience and shows a decline in the number of injuries. Although Building was the only division where there was an increase in compensation claims, figures are still well down from the average 2001 figures. A sub-contractor experienced one fatality.

All divisions are eagerly awaiting the final implementation in May of the new electronic SHE Management system that will make the tools to implement the SHE programme available to all management and supervisory staff.

### 2. Incident Statistics

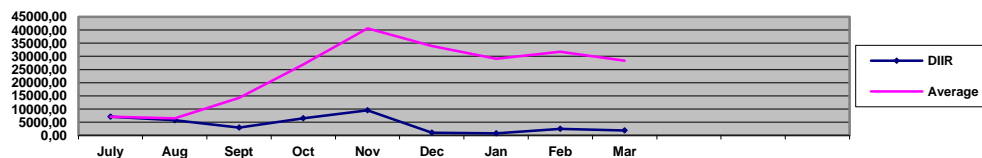
#### Compensation Incident Frequency Rate (CIFR)

CIFR = Total No. of Claims against the Workmen’s Compensation Fund X 200 000



#### 2.2. Disabling Injury Incidence Rate (DIIR)

DIIR =  $\frac{\text{No. Disabling Injuries X 200 000}}{\text{Manhours worked}}$



#### 2.3. Other Major Incidents

Three other major incidents were experienced in the period under review:

- 2.3.1. A major trench collapsed at Job. 00123: XYZ Head Office, Bochum: No personnel injured, extensive damage to foundations: 3 days’ delay.
- 2.3.2. A concrete dumper ran away when its brakes failed. It smashed into the glass façade of the building on Job 00332: McDonalds, Polokwane. The driver jumped off and was not injured. Cost of damage to façade: R45 000

- 2.3.3. A storage hut on Job 00567: BP Petrol Station, Swartruggens was demolished by fire when the night watchman made a fire inside the storage hut which contained concrete vibrators and levelling machines. Cost of replacing the hut and machines: R30 000

### 3. RISK AREAS

The following items of concern need priority consideration by management:

- 3.1. New employees must undergo pre-employment medical examinations to:
- protect XYZ from claims at a later stage
  - ensure that only healthy persons are employed
  - prevent injuries and illness in the workplace
  - enhance XYZ image
- 3.2. Vehicle drivers and plant operators must be instructed to inspect their vehicles daily before start-up using the prescribed checklists to ensure that these are safe to operate and in good condition.

### 4. AUDITS

Three SHE audits were conducted in February and March:

4.1. Job 00432:	Gillooly's Mall	Compliance: 56% (*)
Job 00786:	Cullinan Head Office	Compliance: 83% (****)
Job 00589:	Cleveland Station	Compliance: 76% (***)

### 5. TRAINING

One hundred and forty-two employees, representing 7% of employees, attended nine training courses.

\*Our objective is to train 5,5% of employees quarterly.

Month	No. of Employees Trained	Course	Source
January	26	Induction	Internal
	15	OH&S Reps	Consultant
	3	Crane Drivers	External
February	23	Induction	Internal
	17	OH&S Reps	Consultant
March	43	Induction	Internal
	9	OH&S Reps	Consultant
	3	Bomag Rollers	Supplier
	3	First Aiders	St. John's

### 6. LEGAL ISSUES

- 6.1. An inspector of the Department of Labour issued an improvement notice on Job 00987: Gillooly's Mall. The notice requires that all scaffolding comply with the SABS standards for the Erection and Maintenance of Access Scaffolding (SABS 085). This is currently being attended to and the inspector will return on 15 April 2002 to ascertain if the notice has been complied with.

### 8. OCCUPATIONAL AND OTHER HEALTH MATTERS

Roof Replacement: Greater Tzaneen Civic Centre

**8.1. HIV Aids**

The proposed SAFCEC clinic will soon be operational and we will then be able to send our employees who have tested positive to the clinic for counselling and eventual treatment when necessary

The mobile clinic saw and tested fifty employee volunteers at 3 sites this month. Eighteen of them tested positive.

**8.2. Tuberculosis**

The mobile clinic will be calling at Gillooly's Mall and Cleveland Station on 15 and 16 October respectively to screen employees for TB.

**8.3. Noise**

All suspected noise pollution areas have been tested and the results are awaited. Employees working in areas testing over 85dBa will be issued with suitable hearing protectors.

**9. ENVIRONMENTAL MEASURES**

Inspectors from the Botswana Department of the Environment visited Djwaneng and inspected the site and yard. They gave it a "clean bill of health" and advised that we should increase the dust control measures by spraying roads three times per day instead of the present twice per day.

**10. ACHIEVEMENTS/AWARDS**

- 10.1. The client at Djwaneng (Job 00786) awarded the XYZ site first position in the housekeeping competition conducted bi-monthly by the client's SHE managers. The project manager and his team are to be congratulated for this sterling effort.
- 10.2. Job 0987: Refurbishment of Pretoria Main Railway Station has just completed 1million compensation claim free days. This was no easy achievement if we consider the conditions being worked under after the extensive fire that caused major damage.

SHE Risk Manager  
2002.09.27

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**ANNEXURE 3: LIST OF RISK ASSESSMENTS**

- \* Clearing & Grubbing of the Area/Site
- \* Site Establishment including:
  - Office/s
  - Secure/safe storage for materials, plant & equipment
  - Ablutions
  - Sheltered eating area
  - Maintenance workshop
  - Vehicle access to the site
- \* Dealing with existing structures
- \* Location of existing services
- \* Installation and maintenance of temporary construction electrical supply, lighting and equipment
- \* Adjacent land uses/surrounding property exposures
- \* Boundary and access control/Public Liability Exposures (NB: the Employer is also responsible for the OH&S of non-employees affected by his/her work activities.)
- \* Health risks arising from neighbouring as well as own activities and from the environment e.g. threats by dogs, bees, snakes, lightning etc.
- \* Exposure to noise
- \* Exposure to vibration
- \* Protection against dehydration and heat exhaustion
- \* Protection from wet & cold conditions
- \* Dealing with HIV/Aids and other diseases
- \* Use of Portable Electrical Equipment including
  - Angle grinder
  - Electrical drilling machine
  - Skill saw
- \* Excavations including
  - Ground/soil conditions
  - Trenching
  - Shoring
  - Drainage of trench
- \* Welding including
  - Arc Welding

- Gas welding
- Flame cutting
- Use of LP gas torches and appliances
- \* Loading & offloading of trucks
- \* Aggregate/sand and other materials delivery
- \* Manual and mechanical handling
- \* Lifting and lowering operations
- \* Driving & operation of construction vehicles and mobile plant including
  - Trenching machine
  - Excavator
  - Bomag roller
  - Plate compactor
  - Front end loader
  - Mobile cranes and the ancillary lifting tackle
  - Parking of vehicles & mobile plant
  - Towing of vehicles & mobile plant
- \* Use and storage of flammable liquids and other hazardous substances
- \* Layering and bedding
- \* Installation of pipes in trenches
- \* Pressure testing of pipelines
- \* Backfilling of trenches
- \* Protection against flooding
- \* Gabion work
- \* Use of explosives
- \* Protection from overhead power lines
- \* As discovered by the Principal Contractor's hazard identification exercise
- \* As discovered from any inspections and audits conducted by the Client or by the Principal Contractor or any other Contractor on site
- \* As discovered from any accident/incident investigation.

**C4: SITE INFORMATION****C4.1 SITE INFORMATION**

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The site is located in the existing Tzaneen Civic Centre building, Agatha Street Tzaneen. Tenderers are expected to familiarise themselves with the area. No claims will be considered from a contractor during the contract as a result of the failure to familiarise themselves with the site.