



# CAPE WINELANDS DISTRICT

MUNICIPALITY • MUNISIPALITEIT • UMASIPALA

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**TENDER NUMBER: T 2023/091**

**LABOUR INTENSIVE CLEANING AND GRASS CUTTING OF  
PROVINCIAL ROADS FOR CERES AND STELLENBOSCH, FOR  
THE PERIOD ENDING 30 JUNE 2025**

COMPANY NAME: .....

POSTAL ADDRESS: .....

.....

.....

**ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:**

Financial and Strategic Support Services

Supply Chain Management

Tel: 086 126 5263

T 2023/091  
LABOUR INTENSIVE CLEANING AND GRASS CUTTING OF PROVINCIAL ROADS FOR  
CERES AND STELLENBOSCH, FOR THE PERIOD ENDING 30 JUNE 2025.

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## **A. TENDER NOTICE**

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Tenders are hereby invited from Service Providers for the clearing and cutting of grass in road reserves within Cape Winelands Area for the period ending 30 June 2025.

Technical enquiries regarding this bid may be directed to Mr C. Swart at tel. 0861 265 263.

**Closing date: 11:00 on Wednesday, 23 August 2023.**

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Tender documents, in English, are available free of charge on the websites: [www.capewinelands.gov.za](http://www.capewinelands.gov.za) or <https://etenders.treasury.gov.za>. Alternatively, hard copies of the document are obtainable from the offices of the Supply Chain Management Unit, Cape Winelands District Municipality at 29 Du Toit Street, Stellenbosch, upon payment of a non-refundable fee of R 251.00 per document.

All prospective bidders must ensure that they are registered and accredited on the CWDM's Supplier Database and the Central Supplier Database, prior to the closing date of the tender.

Duly completed tenders must be enclosed in a (separate) sealed envelope and endorsed with the relevant tender number and description on the envelope/s. The sealed tenders must be placed in the official tender box of the District Municipality's offices at 29 Du Toit Street, Stellenbosch on the abovementioned time and dates.

Tenders will be opened in public as soon as possible after this closing time.

**HF PRINS  
MUNICIPAL MANAGER**

## **B. GENERAL CONDITIONS AND INFORMATION**

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Inviting of tenders by the Cape Winelands District Municipality (CWDM), all relevant bid documentation, submitting of tenders by prospective bidders, evaluation / awarding of tenders and all subsequent contractual responsibilities regarding supply and delivery of goods and/or services, will be managed in terms of and MUST comply with:-

- Chapter 11 of the Municipal Finance Management Act, 2003 (Act no.56 of 2003);
- Municipal Supply Chain Management Policy of the CWDM;
- Supply Chain Management: A guide for Accounting Officers of Municipalities (Guide for AO's);
- Any relevant Regulations / Circulars issued by the National Treasury, from time to time, and
- Any Special Conditions detailed in this Contract (SCC) – *referring to, but not limited to: paragraphs B.1. - 17. and C to P.*

Where the GCC and SCC are in conflict with one another, the stipulations of the SCC will prevail (chapter 4.5.2.9 – Guide for AO's)

### **1. Acceptance or Rejection of a Tender**

The Municipality reserves the right to withdraw any invitation to tender and/or to re-advertise or to reject any tender or to accept any tender in whole or part.

The Municipality does not bind itself to accepting the lowest tender or the tender scoring the highest points.

The Municipality reserves the right to accept more than one tender (in the event of a number of items being offered).

### **2. Validity Period**

The fact and action of handing in a tender to the Municipality is accepted as a contract between the Municipality and the bidder whereby such a tender remains valid and available for a period of 180 days, calculated from the closing date as advertised for the tender, for acceptance, or non-acceptance by the Municipality. The bidder undertakes not to withdraw, or alter, the tender during this period.

### **3. Registration on Accredited Supplier Database**

It is expected of all prospective service providers who are not yet registered on the Municipality's Accredited Supplier Database to register without delay on the prescribed form.

It will be expected from Suppliers to update registration details every 12 months from date of registration. Payment will not be effected if supplier information is outdated.

The Municipality reserves the right not to award tenders to prospective suppliers who are not registered on the Database.

### **4. Completion of Tender Documents**

The official tender form must be completed in BLACK ink and any corrections to the official tender form must also be made in BLACK ink and signed by the bidder.

Any tender documents received with correction fluid (Tippex) corrections shall be disqualified.

The complete original tender document must be returned. Missing pages will result in the disqualification of the tender.

Any ambiguity has to be cleared with contact person for the tender before the tender closure.

## **5. Authorised Signatory**

A copy of the recorded Resolution taken by the Board of Directors, members, partners or trustees authorising the representative to submit this bid on the bidder's behalf must be attached to the Bid Document on submission of same.

A bid shall be eligible for consideration only if it bears the signature of the bidder or of some person duly and lawfully authorised to sign it for and on behalf of the bidder.

If such a copy of the Resolution does not accompany the bid document of the successful bidder, the Municipality reserves the right to obtain such document after the closing date to verify that the signatory is in order. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.

## **6. Site / Information Meetings**

Site or information meetings, if specified, are compulsory. Bids will not be accepted from bidders who have not attended compulsory site or information meetings. Bidders that arrive 15 minutes or more after the advertised time the meeting starts will not be allowed to attend the meeting or to sign the attendance register. If a bidder is delayed, he must inform the contact person before the meeting commence and will only be allowed to attend the meeting if the chairperson of the meeting as well as all the other bidders attending the meeting, give permission to do so.

All partners or the leading partner of a Joint Venture must attend the compulsory site or information meeting.

## **7. Quantities of Specific Items**

If tenders are called for a specific number of items, the Municipality reserves the right to change the number of such items to be higher or lower. The successful bidder will then be given an opportunity to evaluate the new scenario and inform the Municipality if it is acceptable. If the successful bidder does not accept the new scenario, it will be offered to the second-placed bidder.

## **8. Expenses Incurred in Preparation of Tender**

The Municipality shall not be liable for any expenses incurred in the preparation and submission of the tender.

## **9. Contact with Municipality after Tender Closure Date**

Bidders shall not contact the Municipality on any matter relating to their bid from the time of the opening of the bid to the time the contract is awarded. If a bidder wishes to bring additional information to the notice of the Municipality, it should do so in writing to the Municipality. Any effort by the firm to influence the Municipality in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

## **10. Opening, Recording and Publications of Tenders Received**

Tenders will be opened on the closing date immediately after the closing time specified in the tender documents. The names of the bidders, and if practical, the total amount of each bid and of any alternative bids will be read out aloud.

Telexed, faxed or e-mailed tenders will not be accepted.

The tender forms should be carefully completed, and no errors will be condoned after tenders have been opened.

The Bidder will be liable to take out **forward cover** to barricade him/her against fluctuation of the exchange rate in the event of importing any component, related to the quotation, from a country dealing in currency other than that of South Africa.

## **11. Evaluation of Tenders**

Tenders will be evaluated in terms of their responsiveness to the tender specifications and requirements as well as such additional criteria as set out in this set of tender documents.

## **12. Subcontracting**

The Contractor shall not subcontract the whole of the contract.

Except where otherwise provided by the Contract, the Contractor shall not subcontract any part of the Contract without the prior written consent of the Municipality, which consent shall not be unreasonably withheld.

Any consent granted or appointment of a subcontractor shall not imply a contract between the Municipality and the subcontractor, or a responsibility or liability on the part of the Municipality to the subcontractor and shall not relieve the Contractor from any liability or obligation under the Contract and he shall be liable for the acts, defaults and neglects of any subcontractor, his agents or employees as fully as if they were the acts, defaults or neglects of the Contractor, his agents or employees.

## **13. Extension of Contract**

The contract with the successful bidder may be extended should additional funds become available.

## **14. Past Practices**

The bid of any bidder may be rejected if that bidder or any of its directors have abused the municipality's supply chain management system or committed any improper conduct in relation to such system.

The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors influenced or tried to influence any official or councilor with this or any past tender.

The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors offered, promised or granted any official or any of his/her close family members, partners or associates any reward, gift, favors, hospitality or any other benefit in any improper way, with this or any past tender.

## 15. Persons in the service of the state

Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.

## 16. Specific Goals in terms of section 2 (1) (d) (i) and (ii) of the Preferential Procurement Policy Framework Act

### 16.1 Broad-based black economic empowerment (B-BBEE) status level certificates

Bidders are required to submit original and valid B-BBEE Status Level Verification Certificates or certified copies of the original, not a photo-copy of another certified copy thereof together with their bids, to substantiate their B-BBEE rating claims.

Bidders who do not submit B-BBEE Status Level Verification Certificates or who are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE but should not be disqualified from the bidding process. They will score points out of 90 or 80 for price only and zero (0) points for B-BBEE.

A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid.

Public entities and tertiary institutions must also submit B-BBEE Status Level Verification Certificates together with their bids.

If an institution is already in possession of a valid and original or certified copy of a bidder's B-BBEE Status Level Verification Certificate that was obtained for the purpose of establishing the database of possible suppliers for price quotations or that was submitted together with another bid, it is not necessary to obtain a new B-BBEE Status Level Verification Certificate each time a bid is submitted from the specific bidder.

Such a certificate may be used to substantiate B-BBEE rating claims provided that the closing date of the bid falls within the expiry date of the certificate that is in the institution's possession.

Each time this provision is applied, cross-reference must be made to the B-BBEE Status Level Verification Certificate already in possession for audit purposes.

AOs / AAs must ensure that the B-BBEE Status Level Verification Certificates submitted are issued by the following agencies:

#### Bidders other than EMEs

- Verification agencies accredited by SANAS; or
- Registered auditors approved by IRBA (until the expiration of the period prescribed by the DTI)

#### Bidders who qualify as EMEs

- Sworn affidavit signed by the EME representative and attested by a Commissioner of oaths.

## **VALIDITY OF B-BBEE STATUS LEVEL VERIFICATION CERTIFICATES**

Verification agencies accredited by SANAS

These certificates are identifiable by a SANAS logo and a unique BVA number. Confirmation of the validity of a B-BBEE Status Level Verification Certificate can be done by tracing the name of the issuing Verification Agency to the list of all SANAS accredited agencies. The list is accessible on [http://www.sanas.co.za/directory/bbee\\_default.php](http://www.sanas.co.za/directory/bbee_default.php).

The relevant BVA may be contacted to confirm whether such a certificate was issued.

As a minimum requirement, all valid B-BBEE Status Level Verification Certificates should have the following information detailed on the face of the certificate:

- The name and physical location of the measured entity;
- The registration number and, where applicable, the VAT number of the measured entity;
- The date of issue and date of expiry;
- The certificate number for identification and reference;
- The scorecard that was used (for example QSE, Specialized or Generic);
- The name and / or logo of the Verification Agency;
- The SANAS logo;
- The certificate must be signed by the authorized person from the Verification Agency; and
- The B-BBEE Status Level of Contribution obtained by the measured entity.

### **Registered auditors approved by IRBA**

The format and content of B-BBEE Status Level Verification Certificates issued by registered auditors approved by IRBA must -

- Clearly identify the B-BBEE approved registered auditor by the auditor's individual registration number with IRBA and the auditor's logo.
- Clearly record an approved B-BBEE Verification Certificate identification reference in the format required by the SASAE;
- Reflect relevant information regarding the identity and location of the measured entity.
- Identify the Codes of Good Practice or relevant Sector Codes applied in the determination of the scores.
- Record the weighting points (scores) attained by the measured entity for each scorecard element, where applicable, and the measured entity's overall B-BBEE Status Level of Contribution; and
- Reflect that the B-BBEE Verification Certificate and accompanying assurance report issued to the measured entity is valid for 12 months from the date of issuance and reflect both the issuance and expiry date.

Confirmation of the validity of a B-BBEE Status Level Verification Certificate can be done by tracing the name of the issuing B-BBEE approved registered auditor to the list of all approved registered auditors. The list is accessible on <http://www.thedti.gov.za> and / <http://www.irba.co.za>.

The relevant approved registered auditor may be contacted to confirm whether such a certificate was issued.

### **Accounting officers as contemplated in section 60(4) of the CCA;**

These certificates will be issued on the accounting officer's letterhead with the accounting officer's practice number and contact number clearly specified on the face of the certificates.

The content of B-BBEE Status Level Verification Certificates issued by accounting officers as contemplated in the CCA is detailed in paragraph 4.8.5 below.

## **VERIFICATION OF B-BBEE LEVELS IN RESPECT OF EMEs**

In terms of the Generic Codes of Good Practice, an enterprise including a sole propriety with annual total revenue of R10 million or less qualifies as an EME.

In instances where Sector Charters are developed to address the transformation challenges of specific sectors or industries, the threshold for qualification as an EME may be different from the generic threshold of R10 million. The relevant Sector Charter thresholds will therefore be used as a basis for a potential bidder to qualify as an EME.

- For example, the approved thresholds for EMEs for the Tourism and Construction Sector Charters are R2.5 million and R1.5 million respectively.
- An EME automatically qualifies as a level 4 contributor with B-BBEE recognition level of 100% in terms of the Codes of Good Practice.
- An EME with at least 51% black ownership qualifies as Level 2 Contributor with B-BBEE level of 125% in terms of the Codes of Good Practice.
- An EME with 100% black ownership qualifies as a Level 1 contributor with B-BBEE level of 135% in terms of the Codes of Good Practice.
- An EME that is regarded as a specialized enterprise with at least 75% black beneficiaries qualifies as Level 1 contributor with B-BBEE level of 135% in terms of Codes of Good Practice.
- An EME that is regarded as a specialized enterprise with at least 51% black beneficiaries qualifies as a Level 2 contributor with B-BBEE level of 125% in terms of the Codes of Good Practice.
- An EME is required to submit a sworn affidavit confirming their annual total revenue of R 10 million or less and level of black ownership to claim points
- An EME that is regarded as a Specialized Enterprise, is required to submit a sworn affidavit confirming their annual turnover/ allocated budget/ gross receipt of R 10 million or less and level of percentage of black beneficiaries to claim points
- An EME may be measured in terms of the QSE scorecard should they wish to maximize their points and move to a higher B-BBEE recognition level. It is in this context that an EME may submit a B-BBEE verification certificate.

## **ELIGIBILITY AS QUALIFYING SMALL ENTERPRISES (QSE)**

The Codes define a QSE as any enterprise with annual total revenue of between R10 million and R50 million.

- A QSE with at least 51% black ownership qualifies as a Level 2 contributor.
- A QSE with 100% black ownership qualifies as a Level 1 Contributor.
- A QSE that is regarded as a specialized enterprise with at least 75% black beneficiaries qualifies as a Level 1 contributor with B-BBEE level of 135% in terms of the Codes of Good Practice.
- A QSE that is regarded as a specialized enterprise with at least 51% black beneficiaries qualifies as a Level 2 contributor with B-BBEE level of 125% in terms of the Codes of Good Practice.
- A QSE is required to submit a sworn affidavit confirming their annual total revenue of between R10 million and R 50 million and level of black ownership or a B-BBEE level verification certificate to claim points
- A QSE that is regarded as a specialized enterprise is required to submit a sworn affidavit confirming their annual turnover/ budget/ gross receipt of R 50 million or less and level of percentage of black beneficiaries or a B-BBEE level verification certificate to claim points

## 16.2 LOCALITY

The programmes of the RDP (published in Government Gazette No. 16085 dated 23 November 1994) relevant to this Municipality in the context of preferential procurement specific goals are the promotion of enterprises located in a specific district for work to be done or services to be rendered in that District and the promotion of enterprises located in a specific province for work to be done or services to be rendered in that province.

**Bidders are required to submit the following in order to attain preference points for the promotion of this specific goal:**

- **Municipal account in the name of the tenderer not older than 90 days.**
- **Lease agreement where the tenderer is the lessee; or**
- **An official letter from the bank confirming the registered business address of the tenderer.**

**IN ORDER TO BE AWARDED PREFERENCE POINTS, ANNEXURE I. QUESTIONNAIRE AND ANNEXURE L. PREFERENCE POINTS CLAIM FORM (MBD 6.1), MUST BE COMPLETED - FAILURE TO COMPLY WITH THE ABOVEMENTIONED WILL RESULT IN NO PREFERENCE POINTS BEING AWARDED**

## 17. Application

These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

Where applicable, special conditions of contract may be laid down and included to cover specific supplies, services or works.

Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

## 18. Standards

The goods supplied or the services rendered shall conform to the standards mentioned in the bidding documents and specifications.

## 19. Information and Inspection

The service provider shall not, without the District Municipality's prior written consent, disclose the agreement, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the District Municipality in connection therewith, to any person other than a person employed by the service provider in the performance of the agreement. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

The service provider shall permit the District Municipality to inspect the supplier's records relating to the performance of the service provider and to have them audited by auditors appointed by the District Municipality, if so required by the District Municipality.

## 20. Governing Language

The governing language shall be English. All correspondence and other documents pertaining to the agreement that is exchanged by the parties shall also be written in English.

## 21. Payments

Payments shall be made by the District Municipality within **thirty (30)** calendar days of receiving the relevant **invoice / statement provided** by the supplier.

Payment will be made in Rand unless otherwise stipulated.

## 22. Prices and Evaluation of bids

Prices charged by the service provider for goods delivered and services performed under the contract shall not vary from the prices quoted by the service provider in this Tender.

The Bidder will be liable to take out forward cover to barricade him/her against fluctuation of the exchange rate in the event of importing any component, related to the tender, from a country dealing in currency other than that of South Africa.

THIS BID WILL BE EVALUATED AND ADJUDICATED ACCORDING TO THE FOLLOWING:

- Compliance to specifications
- Value for money
- Capability to execute the contract
- PPPFA & associated regulations

## 23. Termination for default

The District Municipality, without prejudice to any other remedy for breach of contract, by written notice of default sent to the service provider, may terminate this agreement in whole or in part:

If the service provider fails to deliver any or all of the goods within the period(s) specified in the agreement.

If the service provider fails to perform any obligation(s) under the contract; or

If the service provider in the judgment of the District Municipality, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

In the event the District Municipality terminates the contract in whole or in part, the District Municipality may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the service provider shall be liable to the District Municipality for any excess costs for such similar goods, works or services. However, the service provider shall continue performance of the contract to the extent not terminated.

Where the District Municipality terminates the contract in whole or in part, the District Municipality may decide to impose a restriction penalty on the service provider by prohibiting such service provider from doing business with the public sector for a period not exceeding 10 years.

If a District Municipality intends imposing a restriction on a service provider or any person associated with the service provider, the service provider will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the service provider fail to respond within the stipulated fourteen (14) days the District Municipality may regard the service provider as having no objection and proceed with the restriction.

Any restriction imposed on any person by the District Municipality will, at the discretion of the District Municipality, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control

over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the District Municipality actively associated.

If a restriction is imposed, the District Municipality must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

The name and address of the supplier and / or person restricted by the District Municipality;  
The date of commencement of the restriction;  
The period of restriction; and  
The reasons for the restriction

These details will be loaded in the National Treasury's central database of service provider or persons prohibited from doing business with the public sector.

If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

#### **24. Termination for Insolvency**

The District Municipality may at any time terminate the contract by giving written notice to the service provider if the service provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the service provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the District Municipality.

#### **25. Settlement of Disputes**

If any dispute or difference of any kind whatsoever arises between the District Municipality and the service provider in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the District Municipality or the service provider may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

Notwithstanding any reference to mediation and/or court proceedings herein, the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

The District Municipality shall pay the service provider any monies due for goods delivered and/or services rendered according to the prescripts of the contract.

#### **26. Applicable Law**

The contract shall be interpreted in accordance with South African laws, unless otherwise specified.

## **27. Notices**

Every written acceptance of a bid and any other notices shall be posted to the service provider concerned by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice;

The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

## **28. Taxes and duties**

A service provider shall be entirely responsible for all taxes, duties, license fees, etc., of the contracted goods to the District Municipality.

No contract shall be concluded with any tenderer whose tax matters are not in order.

No contract shall be concluded with any tenderer whose municipal rates and taxes and municipal services charges are in arrears.

## **29. Value-added tax (VAT) on invoices**

Tax invoices are to comply with the requirements as contained in the Value Added Tax Act, 1991 (Act No 89 of 1991). The content of the invoice must contain information as prescribed by the Act.

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

The amended Value Added Tax Act, 1991 (Act No 89 of 1991) requires that a Tax Invoice for supplies in excess of R3,000 should, in addition to the other required information, also disclose the VAT registration number of the recipient, with effect from 1 March 2005.

Where the value of an intended contract will exceed R 1 000 000.00 (R1 Million) it is the bidder's responsibility to be registered with the South African Revenue Services (SARS) for VAT purposes in order to be able to issue tax invoices. CWDM will deem the price above R 1 000 000.00 (R1 Million) to be VAT inclusive even if it is indicated that no VAT is charged. Please ensure that provision is made for VAT in these instances.

The VAT registration number of the District Municipality is 4700193495.

## **30. Tax Clearance Certificate**

A copy of a Tax Compliance Status Pin, printed from the South African Revenue Service (SARS) website, must accompany the bid documents. The onus is on the bidder to ensure that their tax matters are in order with SARS.

In the case of a Consortium/Joint Venture every member must submit a separate Tax Compliance Status Pin, printed from the SARS website, with the bid documents.

If a bid is not supported by a Tax Compliance Status Pin as an attachment to the bid documents, the Municipality reserves the right to obtain such documents after the closing date to verify that the bidder's tax matters are in order. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.

The Tax Compliance Status Pin will be verified by the Municipality on the SARS website.

### **31. Municipal Rates, Taxes and Charges**

A certified copy of the bidder's and those of its directors municipal accounts (for the Municipality where the bidder pays his account) for the month preceding the tender closure date must accompany the tender documents. If such a certified copy does not accompany the bid document of the successful bidder, the Municipality reserves the right to obtain such documents after the closing date to verify that their municipal accounts are in order.

Any bidder which is or whose directors are in arrears with their municipal rates and taxes or municipal charges due to any Municipality or any of its entities for more than three months and have not made an arrangement for settlement of same before the bid closure date will be unsuccessful.

If a bidder rents their premises, proof must be submitted that the rental includes their municipal rates and taxes or municipal charges and that their rent is not in arrears.

### **32. Construction Industry Development Board (CIDB) (If applicable)**

When applicable, the bidder's CIDB registration number must be included with the tender. The Municipality will verify the bidder's CIDB registration during the evaluation process.

### **33. Letter of Good Standing from the Commissioner of Compensation**

If applicable, a valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof must accompany the bid documents unless the bidder is registered on the Accredited Supplier Database of the Municipality and the Municipality has a valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof for the bidder on record. The onus is on the bidder to ensure that the Municipality has a valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof on record.

A letter of good standing for "tender purposes" from the Department of Labour will also be accepted.

If no such document/s as specified by the Municipality is submitted, the bid will be disqualified.

### **34. Protection Of Personal Information**

In submitting any information or documentation requested in this tender document, or any other information that may be requested pursuant to this tender, you are consenting to the processing by the Cape Winelands District Municipality or its stakeholders of your personal information and all other personal information contained therein, as contemplated in the Protection of Personal Information Act, 2013 (Act No 4 of 2013) and Regulations promulgated thereunder ("POPI Act"). Further, you declare that you have obtained all consent required by the POPI Act or any other law applicable. Thus, you hereby indemnify the Cape Winelands District Municipality against any civil or criminal action, administrative fine or other penalty or loss that may arise because of the processing of any personal information that you submit.

## C. NATIONAL TREASURY - GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

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The purpose of this document is to:

- (a) Draw special attention to certain general conditions applicable to government bids, contracts, and orders; and
- (b) To ensure that clients are familiar with regard to the rights and obligations of all parties involved in doing business with government.
- (c) The General Conditions of Contract will form part of all bid documents and may not be amended.
- (d) Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC will prevail.

### 1. DEFINITIONS

The following terms shall be interpreted as indicated:

- 1.1 **“Closing time”** means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 **“Contract”** means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 **“Contract price”** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 **“Corrupt practice”** means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 **“Countervailing duties”** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 **“Country of origin”** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 **“Day”** means calendar day.
- 1.8 **“Delivery”** means delivery in compliance of the conditions of the contract or order.
- 1.9 **“Delivery ex stock”** means immediate delivery directly from stock actually on hand.
- 1.10 **“Delivery into consignees’ store or to his site”** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
- 1.11 **“Dumping”** occurs when a private enterprise abroad markets its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

- 1.12 **"Force majeure"** means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 **"Fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 **"GCC"** means the General Conditions of Contract.
- 1.15 **"Goods"** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 **"Imported content"** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.17 **"Local content"** means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 **"Manufacture"** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 **"Order"** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 **"Project site,"** where applicable, means the place indicated in bidding documents.
- 1.21 **"Purchaser"** means the organization purchasing the goods.
- 1.22 **"Republic"** means the Republic of South Africa.
- 1.23 **"SCC"** means the Special Conditions of Contract.
- 1.24 **"Services"** means those functional services ancillaries to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 **"Supplier"** means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 **"Tort"** means in breach of contract
- 1.27 **"Turnkey"** means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 **"Written" or "in writing"** means hand-written in ink or any form of electronic or mechanical writing.

## **2. APPLICATION**

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

## **3. GENERAL**

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

## **4. STANDARDS**

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

## **5. USE OF CONTRACT DOCUMENTS AND INFORMATION INSPECTION**

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of fulfilling the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so, required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

## **6. PATENT RIGHTS**

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

## **7. PERFORMANCE SECURITY**

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - (b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

## **8. INSPECTIONS, TESTS AND ANALYSES**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract goods may on or after delivery be inspected, tested, or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them for goods, which do comply with the requirements of the contract. Failing such removal, the rejected goods shall be returned at the supplier's cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

## **9. PACKING**

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

## **10. DELIVERY AND DOCUMENTS**

10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms specified in the contract.

## **11. INSURANCE**

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.

## **12. TRANSPORTATION**

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified.

## **13. INCIDENTAL SERVICES**

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:

- (a) Performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) Furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) Training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

## **14. SPARE PARTS**

- 14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;
  - (b) in the event of termination of production of the spare parts:
    - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
    - (ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

## **15. WARRANTY**

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

## **16. PAYMENT**

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated.

16.5 Where the value of an intended contract will exceed R1 000 000, 00 (R1 million) it is the bidder's responsibility to be registered with the South African Revenue Service (SARS) for VAT purposes in order to be able to issue tax invoices. It is a requirement of this contract that the amount of value-added tax (VAT) must be shown clearly on each invoice. The amended Value-Added Tax Act requires that a Tax Invoice for supplies in excess of R3 000 should, in addition to the other required information, also disclose the VAT registration number of the recipient, with effect from 1 March 2005.

## **17. PRICES**

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.

## **8. VARIATION ORDERS**

18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. For construction related goods, services and/or infrastructure project, contracts may be expanded or varied by not more than 20%. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

## **19. ASSIGNMENT**

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

## **20. SUBCONTRACTS**

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

## **21. DELAYS IN THE SUPPLIER'S PERFORMANCE**

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.

21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.

21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## **22. PENALTIES**

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

## **23. TERMINATION FOR DEFAULT**

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) If the supplier fails to perform any other obligation(s) under the contract; or
- (c) If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.

23.6 a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) The name and address of the supplier and / or person restricted by the purchaser;
- (ii) The date of commencement of the restriction
- (iii) The period of restriction; and
- (iv) The reasons for the restriction

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

- 23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website

## **24. ANTIDUMPING AND COUNTERVAILING DUTIES AND RIGHTS**

- 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favorable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

## **25. FORCE MAJEURE**

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

## **26. TERMINATION FOR INSOLVENCY**

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the purchaser.

## **27. SETTLEMENT OF DISPUTES**

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - (b) The purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

## **28. LIMITATION OF LIABILITY**

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
  - (b) The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **29. GOVERNING LANGUAGE**

- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

## **30. APPLICABLE LAW**

- 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.

## **31. NOTICES**

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

## **32. TAXES AND DUTIES**

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

### **33. TRANSFER OF CONTRACTS**

- 33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser.

### **34. AMENDMENT OF CONTRACTS**

- 34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

### **35. PROHIBITION OF RESTRICTIVE PRACTICES**

- 35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.
- 35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s)concerned.

## D. APPLICATION OF PREFERENCE POINT SYSTEM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

Regulation No. 2721 of 20 4 November 2022 provide for a preference points system. The applicable **80/20** preferential points system as set out in Preferential Procurement Regulations 2022 will be used to evaluate individual tenders

**80/20 Preference point system [(for acquisition of goods or services for a Rand value equal to or above R30 000 and up to R50 million) (all applicable taxes included)]**

The points are awarded as follows:

- 80 points is awarded for the **lowest price** if it complies with the Tender / Formal Written Price Quotation conditions.
- Additional points are awarded for the following specific goals:
  - **B-BBEE status level of contributor** and “**Locality**”
- 50% of the 20/10 points will be allocated to promote the goal of B-BBEE status level of contributor and points will be allocated in terms of the B-BBEE scorecard as follows:

B-BBEE Status Level of Contributor	Number of Points for Preference (80/20)	Number of Points for Preference (90/10)
1	50% of 20	50% of 10
2	50% of 18	50% of 9
3	50% of 16	50% of 8
4	50% of 12	50% of 5
5	50% of 8	50% of 4
6	50% of 6	50% of 3
7	50% of 4	50% of 2
8	50% of 2	50% of 1
Non-compliant contributor	0	0

- 50% of the 20/10 points will be allocated to promote the specific goal of locality. Points will be allocated as follows:

No.	Requirement	Number of Points
1	Procurement under the 80/20 preference points system where the enterprise head office or primary place of business or regional or satellite office is located within the boundaries of the Cape Winelands District Municipal Area	5
2	Procurement under the 90/10 preference points system where the enterprise head office or primary place of business or regional or satellite office is located within the boundaries of the Cape Winelands District Municipal Area	2.5
3	Procurement under the 80/20 preference points system where the enterprise head office or primary place of business or regional or satellite office is located within the boundaries of the Western Cape Province	5
4	Procurement under the 90/10 preference points system where the enterprise head office or primary place of business or regional or satellite office is located within the boundaries of the Western Cape Province.	2.5

## E. INVITATION TO BID - MBD1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
Tender number:	T 2023/091	Closing date:	23/08/2023	Closing time:	11h00
Description	LABOUR INTENSIVE CLEANING AND GRASS CUTTING OF PROVINCIAL ROADS FOR CERES AND STELLENBOSCH, FOR THE PERIOD ENDING 30 JUNE 2025.				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE TENDER BOX SITUATED AT: 29 DU TOIT STREET, STELLENBOSCH</b>					
SUPPLIER INFORMATION					
Name of bidder					
Postal address					
Street address					
Contact person					
Telephone number	Code		Number		
Cell phone number					
E-mail address					
VAT registration number					
COIDA certificate number					
Tax compliance status	TCS PIN:		OR	CSD No:	MAAA
<b>SPECIFIC GOALS IN TERMS OF THIS TENDER:</b>					
<ul style="list-style-type: none"> <li>50% of the 20/10 points will be allocated to promote the goal of B-BBEE status level of contributor and points will be allocated in terms of the B-BBEE scorecard</li> <li>50% of the 20/10 points will be allocated to promote the specific goal of locality and points will be allocated in terms of where the enterprise' head office or primary place of business or regional or satellite office is located</li> </ul>					
B-BBEE status level verification certificate [tick applicable box]	<input type="checkbox"/> Yes <input type="checkbox"/> No		Proof of Locality [tick applicable box]	<input type="checkbox"/> Yes <input type="checkbox"/> No	
B-BBEE status level sworn affidavit [tick applicable box]	<input type="checkbox"/> Yes <input type="checkbox"/> No				
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE / SWORN AFFIDAVIT (FOR EMES &amp; QSEs) AND PROOF OF LOCALITY MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS]</b>					
<b>Are you the accredited representative</b> in South Africa for the goods / services / works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No [If yes enclose proof]		<b>Are you a foreign based supplier</b> for the goods / services / works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No [If yes, answer part b:3]	
Total number of items offered			Total bid price	R	
Signature of bidder			Date		
Capacity under which this bid is signed					

TECHNICAL INFORMATION MAY BE DIRECTED TO:	
Contact person	C. Swart
Telephone number	023 348 2300
E-mail address	christo@capewinelands.gov.za
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED	
Contact person	Elmine Niemand
Telephone number	021 888 5175
E-mail address	elmine@capewinelands.gov.za
TERMS AND CONDITIONS FOR BIDDING – PART B	
1. BID SUBMISSION:	
<p>1.1. Bids must be delivered by the stipulated time to the correct address. Late bids will not be accepted for consideration.</p> <p>1.2. All bids must be submitted on the official forms provided–(not to be re-typed) or online</p> <p>1.3. This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022, the General Conditions of Contract (GCC) and, if applicable, any other special conditions of contract.</p>	
2. TAX COMPLIANCE REQUIREMENTS	
<p>2.1 Bidders must ensure compliance with their tax obligations.</p> <p>2.2 Bidders are required to submit their unique personal identification number (pin) issued by SARS to enable the organ of state to view the taxpayer’s profile and tax status.</p> <p>2.3 Application for the tax compliance status (TCS) certificate or pin may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the website <a href="http://www.sars.gov.za">www.sars.gov.za</a>.</p> <p>2.4 Foreign suppliers must complete the pre-award questionnaire in part b:3.</p> <p>2.5 Bidders may also submit a printed TCS certificate together with the bid.</p> <p>2.6 In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate TCS certificate / pin / CSD number.</p> <p>2.7 Where no TCS is available but the bidder is registered on the central supplier database (CSD), a CSD number must be provided.</p>	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
<p>3.1. Is the entity a resident of the republic of South Africa (RSA)? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>3.2. Does the entity have a branch in the RSA? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>3.3. Does the entity have a permanent establishment in the RSA? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>3.4. Does the entity have any source of income in the RSA? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>3.5. Is the entity liable in the RSA for any form of taxation? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><b>If the answer is “no” to all of the above, then it is not a requirement to register for a tax compliance status system pin code from the South African Revenue Service (SARS) and if not register as per 2.3 above.</b></p>	
<p><b>NB: failure to provide any of the above particulars may render the bid invalid. No bids will be considered from persons in the service of the state.</b></p>	

Signature(s): .....

Name(s): .....

Capacity for the Tenderer: .....

Date: .....

## F. SPECIAL CONDITIONS OF CONTRACT AND TERMS OF REFERENCE

### 1. INTRODUCTION AND BACKGROUND

The Cape Winelands District Municipality (CWDM) invites tenders from Contractors employing only local labour and making use of labour-intensive methods where practically possible to clean the road reserves of Proclaimed Provincial Roads in its area for the period ending 30 June 2025.

### 2. SCOPE OF WORK

Contractors are required to execute the following:

- 1) Clean the road reserve over its full width, i.e. fence to fence, of certain specified vegetation and litter and debris,
- 2) Cut grass as per the specifications,
- 3) Clean and clear of waterway structures and
- 4) Remove excess soil deposits that prevent free drainage of water on road verges.

**The use of tractors and mowers will not be allowed and only weed eaters as this is a labour-intensive project.**

The roads involved are the following:

CERES					
ROAD NAME	NUMBER	START KM	END KM	ROAD RESERVE WIDTH	LENGTH
De Hoek (Grootpad Agri)	DR 1168	0.00	4.86	20.0m	4.86 km
De Liefde (Romansrivier Kelder)	DR 1436	0.00	1.44	20.0m	1.44 km
Eselfontein	DR 1447	0.00	7.85	20.0m	7.85 km
Cascade	DR 1453	0.00	2.38	20.0m	2.38 km
Hamlet / Rhodona	DR 1458	6.00	10.92	20.0m	4.92 km
Grootskuur (Fabriek)	DR 1459	0.00	1.18	20.0m	1.18 km
Grootskuur / Drostdy	DR 1459	6.72	7.47	20.0m	0.75 km
Steinthal	DR 1460	1.56	3.95	20.0m	2.39 km
La Rhone / Tulbagh (TJ Gezellen)	DR 1461	0.72	8.69	20.0m	7.97 km
Kruisvallei (Tronk)	DR 1462	0.00	0.31	20.0m	0.31 km
Diggershome (TJ Gezellen)	DR 1464	0.00	0.95	20.0m	0.95 km
Drostdy Sabre (OP Pad)	DR 1465	0.00	0.75	20.0m	0.75 km
Die Eike (Witz Vallei)	DR 1472	0.00	3.62	20.0m	3.62 km
Bloubank / Brandwag (Kruisvallei)	DR 1476	0.00	2.33	20.0m	2.33 km
Odessa	DR 1482	0.0	0.12	20.0m	0.12 km
Grootrivier	DR1487	105.96	123.32	20.0m	17.36 km
Kromfontein	DR 2241	0.0	5.53	20.0m	5.53 km
Swartrug (Katbakkies)	DR 2244	22.05	25.68	20.0m	3.63 km
Saron (Hoof ingang)	MR 229	0.0	3.10	25.0m	3.10 km
Wolseley (Ceres Kant)	MR 306	0.0	0.36	25.0m	0.36 km
Tulbagh Kelder	DR 1471	0.0	5.43	20.0m	5.43 km
Winterhoek (Voor dorp)	MR 312	0.0	4.70	25.0m	4.70 km
Winterhoek (Na dorp)	MR 312	6.80	9.93	25.0m	3.13 km
Stasiepad (Kwekery)	MR 313	0.0	4.89	25.0m	4.89 km

Tulbagh stasie	MR 323	0.0	1.37	25.0m	1.37 km
Wolwekloof	OP 5787	0.0	0.31	20.0m	0.31 km
Theuniskraal	OP 5825	0.0	0.98	20.0m	0.98 km
Kluitjieskraal	DR 1440	2.07	6.77	20.0m	4.70 km
De Vlei / Rooiland (Kruisvallei)	OP 5831	0.0	2.63	20.0m	2.63 km
Calviniapad	MR 316	0.0	0.26	25.0m	0.26 km
Calviniapad	MR 316	2.5	3.95	25.0m	1.45 km
				<b>Total</b>	<b>101.65 km</b>

<b>STELLENBOSCH</b>					
<b>ROAD NAME</b>	<b>NUMBER</b>	<b>START KM</b>	<b>END KM</b>	<b>ROAD RESERVE WIDTH</b>	<b>LENGTH</b>
Lynedoch Stasie	OP 5204	0.00	0.80	12.59m	0.80 km
Santapad	OP 5202	0.00	0.39	13.0m	0.39 km
Blaauwklippenpad	DR 1053	0.81	4.20	20.0m	3.39 km
Van Rhyn	OP 5205	0.00	1.00	13.0m	1.00 km
Raithby Annendale	OP 4234	0.00	1.15	9.45m	1.15 km
Hovelea	OP 5210	0.00	0.92	9.45m	0.92 km
Muldersvlei / Hoopenberg	DR 1090	0.00	6.73	20.0m	6.73 km
Knorhoek	DR 1084	0.00	1.10	20.0m	1.10 km
Rustenburg	DR 1078	0.76	2.20	20.0m	1.44 km
Robertslei	DR 1351	5.29	9.14	20.0m	3.85 km
Robertslei	DR 1351	0.00	1.00	20.0m	1.00 km
Raithby Hofmeyer	OP 4232	0.00	0.58	9.45m	0.58 km
Elsenburg	OP 5214	0.00	0.33	13.0m	0.33 km
Elsenburg	OP 5215	0.00	0.60	13.0m	0.60 km
Vlottenberg	DR 1065	0.00	1.00	20.0m	1.00 km
Muldersvlei stasie	OP 5215	0.00	0.31	12.59m	0.31 km
Hoopenberg	OP 5216	0.00	0.40	13.0m	0.40 km
La Province	OP 5208	0.00	2.46	14.0m	2.46 km
Vlottenburg stasie	OP 5206	0.00	0.07	12.59m	0.07 km
High Rustenburg	OP 5224	0.00	0.99	15.75m	0.99 km
Blackhole	DR 1343	0.44	3.20	14.0m	2.76 km
Watergat	Dr 1091	0.00	1.37	20.0m	1.37 km
Steynsrust	Dr 1021	1.55	2.31	18.89m	0.76 km
Contractor	OP 5249	0.00	0.35	10.0m	0.35 km
Contractor	OP 5250	0.00	0.45	10.0m	0.45 km
Excelsior	OP 5621	0.00	1.00	10.0m	1.00 km
Gleneagles Driegekus	OP 5203	0.00	0.07	12.0m	0.07 km
Green Valley	OP 5620	0.00	2.20	13.0m	2.20 km
Banghoek	OP 5528	0.00	0.09	13.0m	0.09 km
Kylemore	DR 1079	0.00	2.48	20.0m	2.48 km
Raithby	DR 1039	0.00	0.88	20.0m	0.88 km
Zewenrivieren	OG 5227	0.00	1.59	9.45m	1.59 km
Driehoek	OG 5223	0.00	1.44	12.59m	1.44 km
<b>Total</b>					<b>43.95 km</b>

## **2.1 Cutting of grass**

All planted or natural grasses which also includes noxious and undesirable vegetation of which the stem diameter does not exceed 50mm, shall be cut to a maximum height of 50mm above the surrounding ground level by means of weed eaters or handheld implements. The whole road reserve needs to be cleared. All grass/weeds/shrubs between the edge of the tar and the fence including all side drain must be cut as well as all sight triangles at intersections. Tractors with mowers may not be used. Patching grass (Dekrietgras) must not be cut with a string weed eater but needs to be cut with a weed eater with a blade to height of 50 mm.

In the case of gravel shoulders, any grass growing in the gravel shoulder shall also be cut. In cuttings the contractor shall cut the grass and shrubs up to the back of the side drain. All grass and shrubs in soil or concrete side drains, under guardrails, around signpost etc, shall be cut as specified above. All grass growth in concrete side drains shall be cut or removed by spade and all debris shall be removed in the concrete drains.

No cut material may be burnt or thrown onto neighbouring properties. Instead, vegetation shall be gathered in bundles and placed neatly next to the roadway from where it is to be removed to a designated spoil area by Contractor not later than one (1) day after collected.

## **2.2 Collection and removal of debris and of litter**

All litter and debris in the entire road reserves, including rest areas, lay byes, rubbish bins, soil or concrete drains etc. shall be completely cleared of all litter and debris including tyres, plastic bottles, plastic bags, tins, glass bottles and other unwanted materials, collected and removed to a designated spoil area by the Contractor not later than one (1) day after collected.

## **2.3 Cleaning of waterway structures**

All excess solid soil material, within a distance of 2 metres from the inlet or outlet, which prevents the efficient functioning of storm water pipes, -culverts and other – drainage structures shall be removed by spade and placed neatly next to the roadway from where it is to be removed to a designated spoil area by Contractor not later than one (1) day after collected. The location of all structures found to be blocked in the structure shall be reported to the designated representative of this Council.

## **2.4 Removing excess soil deposits**

Any soil deposits and vegetation growth along the edge of the roadway that prevents the free drainage of water shall be removed by spade for a width of 500mm (0.5m) from edge of tar.

## **2.5 Health and Safety specification**

The Health and Safety Specification has been compiled under the guidelines of the Occupational Health & Safety Act no.85 of 1993 as amended (the Act).

It must be clear that this document is a management tool and should be used at work in order to comply with the aforementioned Act and serve as guideline for compiling a Health and Safety Plan to be approved before implementation can start.

Should there be any contradiction between then document and the Act, the Act must take preference except where explicitly stated.

Similarly, where this document is silent on a specific Health & Safety requirement, the Act must be used as the minimum requirement.

### 3. OTHER INFORMATION

- 3.1 The successful tenderer shall commence work within ten (10) working days or as mutually agreed upon from receiving the instruction to do so.
- 3.2 No work shall be performed on Sundays or Statutory Holidays, between sunset and sunrise or in heavy mist or rainy conditions without the Municipality consent.
- 3.3 The bidder shall comply with The Basic Conditions of Employment Act,1997 (Act No 75 of 1997) and may not pay his workers less than the prescribed rate for unskilled labour in the local area.
- 3.4 The Contractor shall indemnify the Municipality, and the Western Cape Provincial Government, against any claims of whatever nature, including legal costs, by any person, including the contractor, originating from, or as a result of the work, or as a result of the negligence of the contractor in the execution of the work.
- 3.5 If the tender is accepted, the Occupational Health and Safety Act 1993 (Act 85 of 1993, as amended) requires that the Employer sign a Mandatary Agreement with the Contractor.
- 3.6 Prior to the commencement of any work, the tenderer shall inspect the site with a representative of this Municipality to ascertain the condition of the road surface, guard rails, fencing, road signage etc. as the contractor shall be held liable for any damage caused due to his activities.
- 3.7 The Tenderer shall commence activities at one end of the site and proceed to the other end of the site and shall confine his activities to a maximum distance of 5km at any given time.
- 3.8 Please note that the objective of this tender is to create employment opportunities and that the use of mechanical implements should be avoided, where possible.
- 3.9 The successful Contractor shall supplement his own staff with a minimum of 10 labourers from the local community of which at least 6 shall be woman, 2 shall be youths who are between the ages of 18 and 35 and 1 shall be disabled. The total number of people employed on this contract may be a consideration in the adjudication process. Once the tender has been awarded the number of people and cost will become the minimum contractual commitment and Contractors who fail to comply with this tender condition shall be penalised with an amount equal to the daily rate multiplied by the shortfall in days and numbers. For the purposes of this Contract local labour will be sourced from the concerned Municipal area. The contractor is responsible to source his own labour. No subcontractors will be allowed to do the work on the contractor's behalf.
- 3.10 The successful Contractor must make provision in his programme for the training of local labourers as and when required by external parties.
- 3.11 The Contractor shall indemnify the Municipality, and the Western Cape Provincial Government, against any claims of whatever nature, including but not limited to legal costs, by any person, including the contractor, originating from, or as a result of the work, or as a result of the negligence of the contractor in the execution of the work.
- 3.12 The Contractor shall provide the following insurance, and proof that the insurance is in place shall be provided before the tenderer will be given possession of the site:
  - \* Public Liability (R5m).
  - \* Insurance in terms of the Compensation for Occupational Injuries and Diseases Act.
  - \* Employers' common law liability, plant, tools, equipment and other temporary structures.

\* Motor vehicle liability.

- 3.13 If the tender is accepted, the Occupational Health and Safety Act, 1993 (Act No 85 of 1993, as amended) also requires that the successful Contractor submit a Safety Plan, detailing all measures to be employed to ensure a safe working environment, for approval by the Employer before any work may commence.
- 3.14 Please note that the work is to be undertaken in a high-risk environment and that the requirements of the Approved Safety Plan shall be strictly adhered to. Regular inspections of the site will be undertaken by representatives of the Employer and the Contractor will be instructed to suspend his works if it is found that he/she is endangering his personnel and other road users. Provision should be made for fire extinguishers to be on site to control the outbreak of fires.
- 3.15 Both tenders will be executed on the same time to assure continuity on all 4 contracts (These 2 contracts and already 2 awarded other contracts). This will ensure that all 4 contracts will end approximately on the same time to reach the deliverable goals to complete the first cut before the Christmas holiday period and the second cut before the Easter holiday period.
- 3.16 As this is an EPWP project, the contractor MUST adhere to the following points:
- Please adhere to PPE as per safety plan, make provision for the expense on PPE.
  - COIDA and UIF registering.
  - Contractor should have contracts with workers (concept to be provided).
  - Attendance registers to be signed (concept register to be provided).
  - Certified copy of ID's as well as household information as required by EPWP needed.
  - Payment advise for payments made to labourers and signed by them.
  - A file with all above needs to be provided to CWDM with last payment Certificate.

**The above requirements are of utmost importance and strict adherence will be required. Compliance will be audited by National Department of Public Works.**

#### **4. DELIVERABLES**

The Cape Winelands District Municipality (CWDM) intends to invite tenders from Contractors employing only local labour and making use of labour-intensive methods where practically possible to clean the road reserves of Proclaimed Provincial Roads in its area for a period ending 30 June 2025. The use of tractors and mowers will not be allowed and only weed eaters as this is a labour-intensive project.

During the contract period, the successful contractor will do two cuts on the Stellenbosch and Ceres tenders. It is anticipated that the contractors need to complete the first cut before the Christmas holiday period and the second cut before the Easter holiday period.

#### **5. PRICING INSTRUCTIONS**

##### **5.1 BILL OF QUANTITIES**

The Bill of Quantities forms part of the Contract Documents and must be read and priced in conjunction with all the other documents comprising of the Contract Documents, which include the Conditions of Tender, Conditions of Contract, the Terms of reference and special conditions of contract (including the Contract Specification) and the Drawings.

##### **5.2 DESCRIPTION OF ITEMS IN SCHEDULE A (BILL OF QUANTITIES)**

The short description given in the Bill of Quantities are a brief description used to identify the activities for which prices are required. Detailed descriptions of the activities to be priced are described in the scope of work.

**5.3 NB!! EXPLANATION OF BILL OF QUANTITIES AND CALCULATION OF TENDER PRICE – PLEASE ENSURE THAT YOU PROVIDE YOUR PRICES IN ACCORDANCE WITH THE GUIDELINES BELOW. (THE CALCULATIONS WILL ONLY BE FOR YEAR 1, PROVISION FOR INCREASES NEEDS TO BE MADE FOR YEAR 2.**

**Cape Winelands District Municipality will not be held responsible if a bidder under quote for this tender.**

5.3.1 The Bill of Quantities contains pricing for each area respectively.

5.3.2 Council will not be held responsible for costs incurred due to incorrect pricing as submitted by the tenderer in the pricing schedule.

5.3.3 The bidder must provide a price (VAT incl) for the following as per the Bill of Quantities:

- Pricing for the labourers, supervisor, driver and brush cutter personnel per day
- The cost to run a truck and the brush cutters per day must be quoted for by the bidder. This includes the cost of purchasing or hiring of vehicle / machinery including operating cost.

5.3.4 The bidder must calculate the cost per day for Workman Compensation as follows:

CALCULATION	
Workman Compensation Act (2.5% of labour cost	Total Labour cost X 2,5%

5.3.5 The bidder must calculate the cost per day for Skills as follows:

CALCULATION	
Skills @ 1% of labour cost	Total Labour cost X 1%

5.3.6 The bidder must calculate the cost per day for UIF as follows:

CALCULATION	
UIF @ 1% of labour cost	Total Labour cost X 1%

5.3.7 To calculate the Sub-Total (Line 11), the bidder must add lines 5,6,7,8, 9 and 10. (“Labour cost” + “Cost of 1 Truck per day” + “Brush cutter cost per day” + “Workman Compensation” +” Skills” + “UIF”)

5.3.8 Line 14 is the calculation that reflects how many days will be necessary to complete the work. The sum must be done by dividing the total Km’s to be cut by the distance (Total km to be cut ÷ Total kilometers to be cut in one day)

5.3.9 The calculation of line 15 must be done by multiplying the Sub-Total (line 11) with the total days determined at point 14 above. (Sub-Total X Number of total days)

5.3.10 At line 16 you must quote for the total cost of PPE for the whole project per year in that specific area.

- 5.3.11 At line 17 you need to add the profit and overheads for the whole project in a year. Costs of paying your workers more than the specified amounts under labour cost can also be included at this point as well as dumping fee of approximately R30 per ton.
- 5.3.12 Line 18 is the total cost for insurance over the whole project per year.
- 5.3.13 The total tender cost to do the work is determined at line 20. This is the sum of lines 15,16,17 and 18. (Sub-total + Total PPE cost for duration of project per year+ Total profit and overheads for duration of project per year + Total Liability Cost for duration of project per year)
- 5.3.14 To determine the total p/km tendered price per cut, the total tender cost (line 20) must be divided with the total km's to be cut (line 13). (Total Tender Cost ÷ Total km to be cut) This is the price to be carried over to C1.1: FORM OF OFFER AND ACCEPTANCE on page C1.2.

## **6. REMUNERATION**

- 6.1 No advance payments will be made for any reason whatsoever. The successful tenderer shall be entitled to render interim accounts on a fortnightly basis which are payable within 30 days after receiving of the invoice. Accounts shall be based on an assessment of the completed to date.
- 6.2 The successful tenderer will be remunerated per linear kilometre (both sides) of work completed.
- 6.3 Any fees or remuneration are inclusive of Value Added Tax.
- 6.4 No retention money will be deducted.
- 6.5 Although the Contractor is submitting a fixed price per kilometre, this rate will be escalated to reflect variations in the fuel price. Historical records have indicated that the average amount of fuel used on these contracts is 25 litres per km and the basis for the escalation will be the average of all the different grades of petrol and diesel on the starting date. The average fuel price will be determined on the date of measurement and the payment rate per km for the measurement period will be adjusted, up- or downwards, by the difference in the cost of these 25 litres of fuel. The prices to be used in determining the average between the petrol and diesel, will be the monthly coastal prices as published by the Automobile Association of South Africa.

## **7. EVALUATION CRITERIA**

- 7.1 All bids received shall be evaluated in terms of the Municipal Supply Chain Management Regulations, the Preferential Procurement Policy Framework Act no 5 of 2000 and the Preferential Procurement Regulations of 2022.
- 7.2 This bid will be evaluated on functionality and bidders are required to submit evidence that demonstrates their experience in respect of providing the typical services to obtain relevant points during the functionality evaluation process.
- 7.3 The tenders will first be evaluated according to the Quality Criteria (functionality score according to table below) and this evaluation will serve only as an indicator of the Contractor's ability to perform the required works and will not affect the ranking or final outcome of the appointment. All eligible tenders will then be evaluated on price offered for the two years and preference and ranked according to the 80/20 Preference Point System.

7.4 Each area will be evaluated separately and awarded separately. The Employer does not bind himself to accept the lowest priced tender, highest points tender or any tender offer. The Employer has the right to accept only one tenderer for each site / area.

**7.5 FUNCTIONALITY EVALUATION CRITERIA EXPLANATION:**

7.5.1 The bidder must complete Form S1 (Company) and S2 (Foreman / Project Leader) - References, as part of the Returnable Schedules to obtain relevant points for functionality.

7.5.2 The description of the functionality of (quality) criteria and the maximum number of evaluation points allocated to each is shown in the table below. The score for functionality (quality) will be the sum of the scores for the individual criteria:

Description	Reference	Scoring			Max Score
Company's Previous Experience	(S1 References)	Excellent (20) More than 5 similar projects in the last 10 years	Good (15) Between 3- and 5-similar projects in the last 10 years	Poor (10) Less than 3 projects	20
Foreman / Project leader previous experience	(S2 References)	Excellent (30) More than 5 similar projects in the last 10 years	Good (25) Between 3- and 5-similar projects in the last 10 years	Poor (10) Less than 3 projects	30
Total					50

7.5.3 The company and the Foreman / Project Leader must have successfully completed similar projects to obtain points for functionality. (Proof must be provided which will be verified during the evaluation process)

7.5.4 A similar project refers to clearing and cutting of grass.

7.5.5 A minimum score of 30 needs to be obtained to be evaluated on Price and Preference.

7.5.6 The evaluation of the price will be done on the total per linear kilometer for the 2 years of the tender.

7.6 The Bill of Quantities and pricing schedule will be checked, and only obvious or arithmetical errors detected may be corrected. Corrected values will be used in the evaluation of the tender.

7.7 Tenderers who obtained 30 or more points for the functionality criteria will further be evaluated on Price and Preference points.

## G. FORM OF OFFER

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### OFFER

The Cape Winelands District Municipality, identified in the acceptance signature block, has solicited offers to enter into a Contract in respect of the following works:

**T 2023/091: LABOUR INTENSIVE CLEANING AND GRASS CUTTING OF PROVINCIAL ROADS FOR CERES AND STELLENBOSCH, FOR THE PERIOD ENDING 30 JUNE 2025.**

The bidder, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the tender schedules, and by submitting this offer has accepted the Conditions of Tender and offers to perform all of the obligations and liabilities under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount of be determined in accordance with the conditions of contract identified in the Conditions of Contract.

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

**For proper evaluation purposes it is essential that this specific pricing schedule be completed in full and signed. Alternative pricing schedules will not be accepted.**

Use the Bill of Quantities to determine the price for year 1 (per linear kilometre and VAT inclusive) and ad escalation for year 2:

#### Ceres

TOTAL YEAR 1 R .....

TOTAL YEAR 2 (MAKE PROVISION FOR INCREASE ON YEAR 1) R .....

**TOTAL OF 2 YEARS R.....**

#### Stellenbosch

TOTAL YEAR 1 R .....

TOTAL YEAR 2 (MAKE PROVISION FOR INCREASE ON YEAR 1) R .....

**TOTAL OF 2 YEARS R.....**

This offer may be accepted by the Cape Winelands District Municipality by signing the Acceptance part of this form of offer and acceptance and returning one copy of this document to the bidder before the end of the period of validity Stated in the Conditions of Tender, whereupon the bidder becomes the party named as the Service Provider in the Conditions of Contract.

Signature(s): .....

Name(s): .....

Name of organization.....

Name and Signature of Witness: ..... Date: .....

## SCHEDULE A: BILL OF QUANTITIES

The Bills of Quantities include the price for the purchase / renting of equipment, material needed to execute the work, transport, insurance, UIF, Workman Compensation and skills cost, PPE and labour as described in the Scope of Works.

### BILL OF QUANTITIES

#### CERES

##### DETAIL PRICING SCHEDULE

##### PRICE PER DAY (VAT incl.)

1)	10 labourers (Not less than EPWP rate)	R .....
2)	1 supervisor cost per day	R .....
3)	1 driver cost per day	R .....
4)	6 brush cutters personnel cost per day	<u>R .....</u>
<b>5)</b>	<b>Labour Cost (1+2+3+4)</b>	<b>R .....</b>
6)	Cost of 1 x Truck / day	R .....
7)	Brush cutter cost / day	R .....
8)	Workman Compensation Act (2.5% of labour cost <b>(5)</b> )	R .....
9)	Skills @ 1% of labour cost <b>(5)</b>	R .....
10)	UIF @ 1% of labour cost <b>(5)</b>	R .....
<b>11)</b>	<b>Subtotal (5 + 6 + 7 + 8 + 9+10)</b>	<b>R .....</b>
<hr/>		
12)	Total kilometres to be cut in one day	2.5
13)	Total km to be cut	203.3
14)	Number of total days	$203.3 \div 2.5 = 81.3$
15)	Sub-total (11) x 81.3	R .....
16)	Total PPE cost for duration of project per year	R .....
17)	Total profit and overheads for duration of project per year	R .....
18)	Total Liability Cost for duration of project per year	<u>R .....</u>
<b>19)</b>	<b>Total Tender Cost (15 + 16 + 17 + 18)</b>	<b><u>R .....</u></b>
<hr/>		
<b>20)</b>	<b>Total p/km tendered per cut</b>	
	<b>(Total Tender Cost (19 ÷ 203.3)</b>	
	<b>(To be carried over to Form of Offer – Page 37)</b>	<b>R .....</b>

**STELLENBOSCH**

**DETAIL PRICING SCHEDULE**

**PRICE PER DAY  
(VAT incl.)**

1)	10 labourers (Not less than EPWP rate)	R .....
2)	1 supervisor cost per day	R .....
3)	driver cost per day	R .....
4)	8 brush cutters personnel cost per day	<u>R .....</u>
<b>5)</b>	<b>Labour Cost (1+2+3+4)</b>	<b>R .....</b>
6)	1 x Truck / day	R .....
7)	Brush cutter cost / day	R .....
8)	Workman Compensation Act (2.5% of labour cost (5))	R .....
9)	Skills @ 1% of labour cost	R .....
10)	UIF @ 1% of labour cost	R .....
<b>11)</b>	<b>Subtotal (5 + 6 + 7 + 8 + 9+10)</b>	<b>R .....</b>

---

12)	Total kilometres to be cut in one day	2.0
13)	Total km to be cut	87.90
14)	Number of total days	$87.90 \div 2 = 43.95$
15)	Sub-total (11) x 43.95	R .....
16)	Total PPE cost for duration of project	R .....
17)	Total profit and overheads for duration of project	R .....
18)	Total Liability Cost for duration of project	<u>R .....</u>
19)	Total Tender Cost (15 + 16 + 17 + 18)	<u>R .....</u>

---

<b>20)</b>	<b>Total p/km tendered per cut</b>	
	<b>(Total Tender Cost (19) ÷ 87.90)</b>	
	<b>(To be carried over to Form of Offer – Page 37)</b>	<b>R .....</b>

## H. ACCEPTANCE

By signing this part of this form of offer and acceptance, the Employer identified below accepts the Tenderers offer. In consideration thereof, the Employer shall pay the Service Provider the amount due in accordance with the Conditions of Contract identified in the contract that is the subject of this agreement.

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, which must be signed by the authorized representative(s) of both parties.

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 at, or just after, the date this agreement comes into effect. 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 Service Provider) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

<b>ACCEPTANCE (to be completed by the Cape Winelands District Municipality)</b>	
<b>T 2023/091: LABOUR INTENSIVE CLEANING AND GRASS CUTTING OF PROVINCIAL ROADS FOR CERES AND STELLENBOSCH, FOR THE PERIOD ENDING 30 JUNE 2025.</b>	
Mr F van Eck Executive Director: Technical Services	Date
Me. E Niemand Witness	Date

## I. QUESTIONNAIRE

List all partners / members / directors of this enterprise			
Van / Surname / Ifani	Voornaam / First name / Amagama	ID Nr./No. Inombolo	State Employee Number

**NB!** To claim Preference points a certified copy of your Balanced Broad-Based Black Economic Empowerment Score Card and proof of locality must be submitted with the **MBD 6.1 Claim Form**.

Vir meer inligting besoek: / For more information please visit: / Inkcukach ezithe vetshe uzakuzifumana aph:

The Department of Trade and Industry: <http://bee.thedti.gov.za/>  
 South African National Accreditation System: <http://www.sanas.co.za/directory.php>  
 Independent Regulatory Board of Auditors: <http://irba.co.za/index.php>

Name of Business/Entity: .....

1	Percentage of shareholding of persons (HDI) in the business historically disadvantaged because of unfair discrimination based on <b>race</b> .	%
2	Percentage of shareholding of persons (HDI) in the business historically disadvantaged because of unfair discrimination based on <b>gender</b>	%
3	Percentage of shareholding of persons (HDI) in the business historically disadvantaged because of unfair discrimination based on <b>disability</b> .	%
<b>Please Circle your answer below:</b>		
4	Is your business established within the area of jurisdiction of the District Municipality?	In / Out
5	Is your business established within the area of jurisdiction of the Western Cape Province?	In / Out

## J. DECLARATION OF INTEREST – (MBD 4 B)

(On behalf of the company and its directors/ members/ trustees/ principle shareholders<sup>2</sup>)

1. No bid/database registration 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/database registration. 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 the 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/database registration in respect of owners/shareholders<sup>2</sup> of the company.**

3.1	Full Name of bidder or his or her representative	
3.2	Identity Number (person submitting this declaration)	
3.3	Position occupied in the Company (official/director/trustee/shareholder <sup>2</sup> ):	
3.4	Company Registration Number	
3.5	Tax Reference Number	
3.6	VAT Registration Number	
3.7	The names of all directors/ members/ trustees/ principle shareholders, their individual identity numbers, personal tax reference numbers and state employee numbers must be indicated in paragraph 4 below	

3.8	Are you or any director/ member/ trustee/ principle shareholder presently in the service of the state?	Yes	No
3.8.1	If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.)		
SA ID Number:		Relation:	
Surname:		Persal No:	
Full Names:			
Organ of State:		Position:	

3.9	Have you or any director/ member/ trustee/ principle shareholder been in the service of the state for the past twelve months?	Yes	No
3.9.1	If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.)		
SA ID Number:		Relation:	
Surname:		Persal No:	
Full Names:			
Organ of State:		Position:	

3.10	Do you or any director/ member/ trustee/ principle shareholder have any relationship (family, friend, other) with persons in the service of the state and/or who may be involved with the evaluation and/or adjudication of this or any other prospective bid?	Yes	No
------	--	-----	----

3.10.1 If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.)

SA ID Number:		Relation:	
Surname:		Persal No:	
Full Names:			
Organ of State:		Position:	

3.11	Are you aware of any relationship (family, friend, other) between you or any director/ member/ trustee/ principle shareholder and any persons in the service of the state who may be involved with the evaluation and/or adjudication of this or any other prospective bid?	Yes	No
------	---	-----	----

3.11.1 If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.)

SA ID Number:		Relation:	
Surname:		Persal No:	
Full Names:			
Organ of State:		Position:	

3.12	Is any spouse, child or parent of the company's directors/ members/ trustees/ principle shareholders or stakeholders in the service of the state?	Yes	No
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3.12.1 If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.)

SA ID Number:		Relation:	
Surname:		Persal No:	
Full Names:			
Organ of State:		Position:	

3.13	Do you or any director/ member/ trustee/ principle shareholder/ stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.	Yes	No
------	--	-----	----

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

3.14	Is the supplier or any director/ member/ trustee/ principle shareholder listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?	Yes	No
------	--	-----	----

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

3.15	Is the supplier or any director/ member/ trustee/ principle shareholder listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?	Yes	No
3.15.1	If yes, furnish particulars. ..... .....		

3.16	Was the supplier or any director/ member/ trustee/ principle shareholder convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No
3.16.1	If yes, furnish particulars. ..... .....		

3.17	Does the supplier or any director/ member/ trustee/ principle shareholder owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes	No
3.17.1	If yes, furnish particulars. ..... ..... The municipality may not do business with individuals/businesses, including that of all the owners/partners/members/directors, whose municipal rates and taxes and/or service charges are in arrears for more than three (3) months unless arrangements have been made with the municipality to settle such arrears. Refer to SCM Regulation 38(d). (Certified copies of your <i>most current</i> accounts/statements and/or proof of any arrangement to be submitted <b>every three</b> months – provide individual information in the schedule under par. 4.		

3.18	Was any contract between the supplier and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No
3.18.1	If yes, furnish particulars. ..... .....		

4	<p><b>MFMA Circular No 62 of July 2013</b> require bidders to submit the names of their directors/ trustees/ shareholders, their individual identity numbers, personal tax reference numbers and employee numbers of those who are in the service of the state as defined in the Municipal Supply Chain Management Regulations as part of their bid submissions. <b>A <u>shareholder</u> is defined as a person who <u>owns</u> shares in the company and is actively involved in the management of the company or business, and exercises control over the company.</b></p>					
	<p><b>Full name of directors / trustees / shareholders</b></p>	<p><b>Identity Number</b></p>	<p><b>% Shareholding in company</b></p>	<p><b>Personal Tax Reference Number</b></p>	<p><b>State Employee Number (Persal)</b></p>	<p><b>Municipal rates &amp; services account numbers (3.17.1)</b>  <i>Municipal clearance or most recent service account must be attached as evidence</i></p>
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

I, the undersigned, certify that the information furnished on this declaration form is true and correct. I accept that my/my company's bid/registration may be rejected and in addition to the rejection that action may be taken against me/ my company should this declaration prove to be false.

.....  
Signature

.....  
Date

.....  
Capacity of Signatory

.....  
Name of Bidder/Company/CC Name

**MANDATORY SECTION: THIS DECLARATION WILL NOT BE ACCEPTED IF NOT CERTIFIED:**

- <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.

<b>Commissioner of Oaths</b>
Signed and sworn to before me at .....
on this the ..... day of ..... 20 .... by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.
Commissioner of Oaths .....
Position: .....
Address .....
.....
.....
Tel: .....
<b>Apply official stamp of authority on this page:</b>

This document is compulsory, in terms of Regulation 44 of the Supply Chain Management Regulations, to do business with any municipality – If not endorsed by a Commissioner of Oaths, or failure to submit it, will disqualify your business from the acquisition process. (Must be submitted annually)

## K. PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 (MBD 6.1)

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

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

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### 1. GENERAL CONDITIONS

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

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

#### 1.2 To be completed by the organ of state

(a) The applicable preference point system for this tender is the **80/20** preference point system.

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

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

#### 1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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

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

### 2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“Locality”** means an enterprise whose head office or primary place of business or regional or satellite office is located within the boundaries of the Cape Winelands District Municipal Area or Western Cape Province

- (d) **“Proof of locality”** means a –
- 1) municipal account in the name of the tenderer not older than 90 days;
  - 2) lease agreement where the tenderer is the lessee; or
  - 3) an official letter from the bank confirming the registered business address of the tenderer;
- (e) **“Proof of B-BBEE status level of contributor”** means the B-BBEE status level certificate issued by an authorised body or person, a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act.
- (f) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (g) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (h) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

- Ps = Points scored for price of tender under consideration  
Pt = Price of tender under consideration  
Pmin = Price of lowest acceptable tender

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

##### 3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

- Ps = Points scored for price of tender under consideration  
Pt = Price of tender under consideration  
Pmax = Price of highest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points Allocated. (90/10 system)	Number of points Allocated. (80/20 system)	Number of points claimed. (90/10 system)	Number of points claimed (80/20 system)
	(To be completed by the organ of state)		(To be completed by the tenderer)	
<b>B-BBEE status level of contributor</b>	<b>5</b>	<b>10</b>		
<b>The promotion of enterprises located in the Western Cape Province for work to be done or services to be rendered in that province;</b>	<b>2.5</b>	<b>5</b>		
<b>The promotion of enterprises located in the Cape Winelands District Municipal area for work to be done or services to be rendered in that municipal area</b>	<b>2.5</b>	<b>5</b>		

**DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

Name and surname .....  Signature(s) of bidder(s).....  Date.....  Address.....  .....
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## L. CONTRACT FORM – RENDERING OF SERVICES (MBD 7.2)

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**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 (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain 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 .....

Capacity .....

Signature .....

Company name .....

Date .....

Witness 1 ..... Date .....

Witness 2 ..... Date .....

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I, F van Eck in my capacity as Executive Director Technical Services accept your bid under reference number T 2023/091 dated 23/08/2023 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.

TENDER NUMBER & DESCRIPTION	PRICE (ALL APPLICABLE TAXES INCLUDED)	DELIVERY PERIOD	B-BBEE STATUS LEVEL
<b>T 2023/091 LABOUR INTENSIVE CLEANING AND GRASS CUTTING OF PROVINCIAL ROADS FOR CERES AND STELLENBOSCH, FOR THE PERIOD ENDING 30 JUNE 2025.</b>		Period ending 30 June 2023	

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

Signed at Stellenbosch on.....

Name (Print) .....

Signature .....

Witness 1 ..... Date .....

Witness 2 ..... Date .....

## M. DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES – MBD 8

1. This Municipal Bidding Document must form part of all bids invited.
2. It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The bid of any bidder may be rejected if that bidder, or any of its directors have:
  - Abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
  - Been convicted of 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 of Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No12 of 2004)
4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	<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>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the audi alteram partem rule was applied).</p> <p>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.</p>		
4.1.1	<p>If so, furnish particulars:</p> <p>.....</p> <p>.....</p>		
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>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.</p>		
4.2.1	<p>If so, furnish particulars:</p> <p>.....</p> <p>.....</p>		
4.3	<p>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?</p>		
4.3.1	<p>If so, furnish particulars:</p> <p>.....</p> <p>.....</p>		

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?		
4.2.1	If so, furnish particulars: ..... .....		
4.3	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?		
4.3.1	If so, furnish particulars: ..... .....		

**CERTIFICATION**

I, THE UNDERSIGNED (FULL NAME) .....CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

## **N. CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)**

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

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

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

### **CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

.....

(Bid Number and Description)in response to the invitation for the bid made by: CAPE WINELANDS DISTRICT MUNICIPALITY do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of:..... that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

- (a) Has been requested to submit a bid in response to this bid invitation;
  - (b) Could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) Provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) Prices;
  - (b) Geographical area where product or service will be rendered (market allocation)
  - (c) Methods, factors or formulas used to calculate prices;
  - (d) The intention or decision to submit or not to submit, a bid;
  - (e) The submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) Bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

<p>.....</p> <p>Signature</p>	<p>.....</p> <p>Date</p>
<p>.....</p> <p>Position</p>	<p>.....</p> <p>Name of Bidder</p>

<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.

**O. MUNICIPAL RATES AND SERVICES**

Names of Directors / Partners	Physical residential address of the Directors / Partners	Municipal Account Number	Name of Municipality

**NB: Please attach certified copy/copies of the Municipal Account(s)**

**DECLARATION:**

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

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

**P. AUTHORITY FOR SIGNATORY**

---

We, the undersigned, hereby authorize Mr/Mrs .....  
acting in his/her capacity as .....  
of the business trading as ..... to sign all  
documentation in connection with Tender.....

Name of members / directors	Signature	Date

Note: If bidders attached a copy of their Authorized Signatory, it is not necessary to complete this form.

## Q. CREDIT ORDER INSTRUCTION

---

It is the policy of the Cape Winelands District Municipality to pay all creditors by means of direct bank transfers. Please complete this information and acquire your banker's confirmation.

Please attached a letter from your bank confirming your banking details.

I/we hereby request and authorise the Cape Winelands district municipality to pay any amounts that may accrue to me/us to the credit of my/our bank account.

I/we understand that a payment advice will be supplied by the Cape Winelands District municipality in the normal way that will indicate the date on which funds will be available in my/our bank account and details of payment.

I/we further undertake to inform the Cape Winelands District municipality in advance of any change in my/our bank details and accept that this authority may only be cancelled by me/us by giving thirty days' notice by prepaid registered post.

.....  
INITIALS AND SURNAME:

.....  
AUTHORISED SIGNATURE:

.....  
DATE:

.....  
TELEPHONE NUMBER:

## R. COMPULSORY DOCUMENTATION / CHECKLIST

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

<b>Form G - Form of offer</b> Is the form duly completed and signed?	Yes		No	
<b>Form J – Declaration of Interest (MBD 4)</b> Is the personal declaration from each and every owner / member / director duly completed, certified and signed?	Yes		No	
<b>Form K – Declaration for procurement above R10 million</b> Is the form duly completed and signed?	Yes		No	
<b>Form L – Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2022 (MBD 6.1)</b> Is the form duly completed and signed?	Yes		No	
<b>Form N - Declaration of bidder's past supply chain management practices – MBD 8</b> Is the form duly completed and signed?	Yes		No	
<b>Form O - Certificate of Independent Bid Determination (MBD 9)</b> Is the form duly completed and signed?	Yes		No	
<b>Form P – Municipal Rates and services</b> Is a certified copy of the <u>bidder's and those of its director's</u> municipal accounts (for the Municipality where the bidder pays his account) for the month preceding the tender closure date attached?	Yes		No	
<b>Form Q – Authority for Signatory</b> Is the form duly completed and is a certified copy of the resolution attached?	Yes		No	
<b>Form T - Capability of bidder</b> Is the form duly completed and signed?	Yes			
<b>Tax Compliance Status</b> Is your unique personal identification number (pin) issued by SARS attached?	Yes		No	
<b>Additional documents applicable to this specific tender:</b>				
<b>Company profile</b> Is a company profile indicating relevant project experience and a list of clients for whom these projects were undertaken attached?	Yes		No	

*Failure to submit the following will not lead to disqualification, but the tenderer will score 0 preference points for specific goals during the evaluation of tender offers.*

<b>B-BBEE Certificate</b> Is a certified copy of the B-BBEE or Original certificate attached?	Yes		No	
<b>Proof of Locality</b> <b>Are the following attached where applicable?</b> <ul style="list-style-type: none"> <li>• Municipal account in the name of the tenderer not older than 90 days;</li> <li>• lease agreement where the tenderer is the lessee; or</li> <li>• an official letter from the bank confirming the registered business address of the tenderer;</li> </ul>	Yes		No	

I, ..... confirm that all compulsory documents for this tender is duly completed, signed and attached to this document.

Signature: .....

Date: .....

## S1. REFERENCES

---

This schedule is to determine the capability of the **company** to execute the contract.

Reference letters from companies with whom the **company** have conducted business relating to the terms of reference of this tender must be included in the tender document **to receive the necessary points for functionality**.

<b>Company Name</b>	
<b>Description of project</b>	
<b>Contact person name</b>	
<b>Contact person telephone number</b>	
<b>Value of project</b>	

<b>Company Name</b>	
<b>Description of project</b>	
<b>Contact person name</b>	
<b>Contact person telephone number</b>	
<b>Value of project</b>	

<b>Company Name</b>	
<b>Description of project</b>	
<b>Contact person name</b>	
<b>Contact person telephone number</b>	
<b>Value of project</b>	

<b>Company Name</b>	
<b>Description of project</b>	
<b>Contact person name</b>	
<b>Contact person telephone number</b>	
<b>Value of project</b>	

<b>Company Name</b>	
<b>Description of project</b>	
<b>Contact person name</b>	
<b>Contact person telephone number</b>	
<b>Value of project</b>	

<b>Company Name</b>	
<b>Description of project</b>	
<b>Contact person name</b>	
<b>Contact person telephone number</b>	
<b>Value of project</b>	

## S2. REFERENCES

This schedule is to determine the capability of the **Foreman / Project Leader** to execute the contract.

Reference letters from companies with whom the **Foreman / Project Leader** has conducted business relating to the terms of reference of this tender must be included in the tender document **to receive the necessary points for functionality**.

Name of **Foreman / Project Leader**: .....

<b>Company Name</b>	
<b>Description of project</b>	
<b>Contact person name</b>	
<b>Contact person telephone number</b>	
<b>Value of project</b>	

<b>Company Name</b>	
<b>Description of project</b>	
<b>Contact person name</b>	
<b>Contact person telephone number</b>	
<b>Value of project</b>	

<b>Company Name</b>	
<b>Description of project</b>	
<b>Contact person name</b>	
<b>Contact person telephone number</b>	
<b>Value of project</b>	

<b>Company Name</b>	
<b>Description of project</b>	
<b>Contact person name</b>	
<b>Contact person telephone number</b>	
<b>Value of project</b>	

<b>Company Name</b>	
<b>Description of project</b>	
<b>Contact person name</b>	
<b>Contact person telephone number</b>	
<b>Value of project</b>	

<b>Company Name</b>	
<b>Description of project</b>	
<b>Contact person name</b>	
<b>Contact person telephone number</b>	
<b>Value of project</b>	

# OCCUPATIONAL HEALTH & SAFETY SPECIFICATION

## FOR



Version	Date	Reason for Issue	Author	Checked	Approved
00					
01					
02					

## HEALTH & SAFETY SPECIFICATIONS

Project: T 2022/25 LABOUR INTENSIVE CLEANING AND GRASS CUTTING OF PROVINCIAL ROADS FOR CERES, STELLENBOSCH, DRAKENSTEIN AND WORCESTER / ROBERTSON FOR A THREE-YEAR PERIOD

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## INTRODUCTION

In terms of the Construction Regulation 5(1) b the client, is required to compile a Health & Safety specification for any intended project and provide such specification to any prospective contractor and designers. The contractor, on appointment shall submit a Health & Safety plan which shall address the requirements of this specification.

This specification objective is to ensure that the contractor(s) entering into a contract with CWDM achieve an acceptable level of OH&S performance. This document forms an integral part of Project Information and the contract. Principle and other contractors should make it part of any contract that they may have with their contractors and /or suppliers.

Compliance with this document does not absolve the client from complying with minimum legal requirements and the client remains responsible for the health & safety of his employees and those of his mandatories. Cape Winelands District Municipality-reserves the right to audit, monitor and where necessary regulate the site work activities of any principle contractor or appointed subcontractor as per Construction Regulation 5(1) (o) and section 5 of this document.

## SCOPE AND DESCRIPTION OF PROJECT

Client:	
Principle Contractor:	
Sub-contractor/(s):	
Project Location:	
Project Duration:	
Project Description:	
Project Equipment:	
Existing Services / Structures:	
Total Number of Workers:	

## DEFINITIONS

The definitions as listed in the OHS Act and Construction Regulations 84 of 7 February 2014 shall apply. Therefore, all references to the old Construction Regulations will change to the new Construction Regulations.

**Client:** means any person for whom construction work is being performed.

**Principal Contractor:** means an employer appointed by the client to perform construction work.

**Contractor:** means an employer who performs construction work;

**Construction work:** means any work in connection with,

- the construction, erection, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure; or
- the construction, erection, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system; or the moving of earth, clearing of land, the making of excavation, piling, or any similar civil engineering structure or type of work;

**Competent person:** means a person who,

- a) has in respect of the work or task to be performed the required knowledge, training and experience and, where applicable, qualifications, specific to that work or task: Provided that where appropriate qualifications and training are registered in terms of the provisions of the National Qualification Framework Act, 2000 (Act No.67 of 2000), those qualifications and that training must be regarded as the required qualifications and training; and
- b) is familiar with the Act and with the applicable regulations made under the Act;

**Designer:** means

- (a) competent person who
  - i.) prepares a design;
  - ii.) checks and approves a design; or
  - iii.) arranges for any person at work under his or her control to prepare a design
  - iv.) including an employee of that person where he/she is the employer or
  - v.) designs temporary work, including its components,
- (b) an architect or engineer contributing to, or having overall responsibility for a design;
- (c) a building services engineer designing details for fixed plant;
- (d) a surveyor specifying articles or drawing up specifications;
- (e) A Contractor carrying out design work as part of a design and building project; or
- (f) an interior designer, shop-fitter or landscape architect;

**Fall prevention equipment:** means equipment used to prevent persons from falling from a fall risk position, including personal equipment, a body harness, lanyards, lifelines or physical equipment such as guardrails, screens, barricades, anchorages or similar equipment;

**Fall arrest equipment:** means equipment used to arrest a person in a fall, including personal equipment such as body harness, lanyards, deceleration devices, lifelines or similar equipment.

**Hazard:** means a source of or exposure to danger

**Hazard identification:** means the identification and documenting of existing or expected hazards to the health and safety of persons, which are normally associated with the type of construction work being executed or to be executed

**Risk assessment:** means the process contemplated in paragraph 10 of the specifications.

**Excavation work:** means the making of any man-made cavity, trench, pit or depression formed by cutting, digging or scooping;

**Ergonomics:** means the application of scientific information concerning humans to the design of objects, systems and the environment for human use in order to optimise human well-being and overall system performance.

## APPLICABLE LEGISLATION

This document is to be read and understood in conjunction with the following, inter- alia:

- (a) Occupational Health and Safety Act 85 of 1993 (OHS Act)
- (b) National Building Regulation Act 103 of 1977
- (c) Construction Regulations, 2014
- (d) SANS codes referred to by the OHS Act.
- (e) Contract Documents
- (f) Basic Conditions of Employment Act 75 of 1997
- (g) National Environmental Management Act 107 of 1998
- (h) National Environmental Management: Waste Management Act 59 of 2008
- (i) National Water Act 36 of 1998
- (j) Compensation for Occupational Injuries and Diseases (COID) Act No. 130 of 1993
- (k) Road Traffic Act 29 of 1989
- (l) The Constitution of the Republic of South Africa Act 108 of 1996

### 1. APPLICATION FOR CONSTRUCTION WORK

The intended construction work falls within the scope of “construction work” as defined in the Construction Regulations, 2014 made under the Occupational Health and Safety Act 1993, as amended (“OHS Act”)

#### PERMIT TO WORK

Where the construction works;

- (i) Exceeds 180 days;
- (ii) Involves more than 1800 person days of construction work; or

- (iii) The works contract is equal to or exceeds R13 Million or Construction Industry Development Board grading level 6  
CSIR as the client, must at least 30 days prior to construction work; apply to the DoL for a construction work permit in the form of CR Annexure 1.

## **NOTIFICATION OF CONSTRUCTION**

*(Construction Regulation 4)*

**The Principal Contractor who intends to carry out any construction work must** at least 7 days before that work is to be carried out notify the provincial director in writing in a form similar to Annexure 2 if the intended construction work will—

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

## **RESPONSIBILITIES**

### **DUTIES OF CLIENT**

*(Construction Regulation 5)*

- (1) a client must-
  - (a) prepare a baseline risk assessment for an intended construction work project;
  - (b) prepare a suitable, sufficiently documented and coherent site-specific health and safety specification for the intended construction work based on the baseline risk assessment contemplated in paragraph (a);
  - (c) provide the designer with the health and safety specification contemplated in paragraph (b);
  - (d) ensure that the designer takes the prepared health and safety specification into consideration during the design stage;
  - (e) ensure that the designer carries out all responsibilities contemplated in regulation 6;
  - (f) include the health and safety specification in the tender documents;
  - (g) ensure that potential principal contractors submitting tenders have made adequate provision for the cost of health and safety measures;
  - (h) ensure that the principal contractor to be appointed has the necessary competencies and HSE Resources to carry out the construction work safely;
  - (i) take reasonable steps to ensure co-operation between all contractors appointed by the client to enable each of those contractors to comply with these Regulations;
  - (j) ensure before any work commences on a site that every principal contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993);
  - (k) appoint every principal contractor in writing for the project or part thereof on the construction site;
  - (l) discuss and negotiate with the principal contractor the contents of the principal contractor's health and safety plan contemplated in regulation 7(1), and must thereafter finally approve that plan for implementation;
  - (m) ensure that a copy of the principal contractor's health and safety plan is available on request to an employee, inspector or contractor;

- (n) take reasonable steps to ensure that each contractor's health and safety plan contemplated in regulation 7(1)(a) is implemented and maintained;
- (o) ensure that periodic health and safety audits and document verification are conducted at intervals mutually agreed upon between the principal contractor and any contractor, but at least once every 30 days;
- (p) ensure that a copy of the health and safety audit report contemplated in paragraph is provided to the principal contractor within seven days after the audit;
- (q) stop any contractor from executing a construction activity which poses a threat to the health and safety of persons which is not in accordance with the client's health and safety specifications and the principal contractor's health and safety plan for the site;
- (r) where changes are brought about to the design or construction work, make sufficient health and safety information and appropriate HSE Resources available to the principal contractor to execute the work safely; and
- (s) Ensure that the health and safety file contemplated in regulation 7(1) (b) is kept and maintained by the principal contractor.

## **DUTIES OF THE PRINCIPAL CONTRACTOR AND CONTRACTOR**

*(Construction Regulation 7)*

### **The Principal Contractor must:**

- (a) Provide and demonstrate to the client a suitable, sufficiently documented and coherent site specific health and safety plan, based on the client's documented health and safety specifications. The plan must be applied from the date of commencement of and for the duration of the construction work and which must be reviewed and updated by the Principal Contractor as work progresses;
- (b) Open and keep on site a health and safety file, which must include all documentation required in terms of the Act and this specification, which must be made available on request to an inspector, the client, the client's agent or Contractor; and
- (c) On appointing any other Contractor, in order to ensure compliance with the provisions of the Act—
  - i.) Provide contractors who are tendering to perform construction work for the Principal Contractor, with the relevant sections of the health and safety specifications pertaining to the construction work which has to be performed;
  - ii.) Ensure that potential contractors submitting tenders have made sufficient provision for health and safety measures during the construction process;
  - iii.) Ensure that no contractor is appointed to perform construction work unless the Principal Contractor is reasonably satisfied that the contractor that he/she intends to appoint, has the necessary competencies and resources to perform the construction work safely;
  - iv.) Ensure prior to work commencing on the site that every contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act, 1993;
  - v.) Appoint each contractor in writing for the part of the project on the construction site;
  - vi.) Take reasonable steps to ensure that each contractor's health and safety plan is implemented and maintained on the construction site;
  - vii.) Ensure that the periodic site audits and document verification are conducted at intervals mutually agreed upon between the Contractor and Principal Contractor, but at least once every 30 days;
  - viii.) Stop any contractor from executing construction work which is not in accordance with the client's health and safety specifications and the Principal Contractor's health and safety plan or which poses a threat to the health and safety of persons;

- ix.) Where changes are brought about to the design and construction, make available sufficient health and safety information and appropriate resources to the contractor to execute the work safely; and
- x.) Discuss and negotiate with the contractor the contents of the health and safety plan and must thereafter finally approve that plan for implementation;
- (d) Ensure that a copy of his or her health and safety plan, as well as the contractor's health and safety plan is available on request to an employee, an Inspector, a Contractor, the Client or the Client's Agent;
- (e) Hand over a consolidated health and safety file to the client upon completion of the construction work and must, in addition to the documentation include a record of all drawings, designs, materials used and other similar information concerning the completed structure;
- (f) In addition to the documentation required in the health and safety file, include and make available a comprehensive and updated list of all the Contractors on site accountable to the Principal Contractor, the agreements between the parties and the type of work being done; and
- (g) Ensure that all his or her employees have a valid medical certificate of fitness specific to the construction work to be performed and issued by an occupational health practitioner in the form of Annexure 3.

**The Principal Contractor** must take reasonable steps to ensure co-operation between all contractors appointed by the Principal Contractor to enable each of those contractors to comply with this specification.

**No contractor may allow** or permit any employee or visitor to enter the site, unless that employee or visitor has undergone health and safety induction training pertaining to the hazards prevalent on the site at the time of entry and must ensure all have the necessary personal protective equipment.

**The Contractor must prior to performing any construction work:**

- (a) Provide and demonstrate to the Principal Contractor a suitable and sufficiently documented health and safety plan, based on the relevant sections of the client's health and safety specification. The aforementioned plan must be applied from the date of commencement of and for the duration of the construction work and which must be reviewed and updated by the contractor as work progresses;
- (b) Open and keep on site a health and safety file, which must include all documentation required in terms of the Act and this specification, and which must be made available on request to an Inspector, the Client, the Client's Agent or the Principal Contractor;
- (c) Before appointing another contractor to perform construction work, be reasonably satisfied that the contractor that he/she intends to appoint has the necessary competencies and resources to perform the construction work safely;
- (d) Co-operate with the Principal Contractor as far as is necessary ensuring all comply with the provisions of the Act; and
- (e) As far as is reasonably practicable, promptly provide the contractor with any information which might affect the health and safety of any person at work carrying out construction work on the site, any person who might be affected by the work of such a person at work, or which might justify a review of the health and safety plan.

**Where the contractor appoints another contractor** to perform construction work, the duties determined in **section 5** of this document applies to the contractor as if he/she were the Principal Contractor.

**A Contractor must** at all times keep records of the health and safety induction training and such records must be made available on request to an inspector, the client, the client's agent or the principal contractor.

**A Contractor must** ensure that all his or her employees have a valid medical certificate of fitness specific to the construction work to be performed and issued by an occupational health practitioner in the form of Annexure 3.

## **MANAGEMENT AND SUPERVISION OF CONSTRUCTION WORK**

*(Construction Regulation 8)*

**The Principal Contractor must** in writing appoint one full-time competent person as the Construction Manager with the duty of managing all the construction work on a single site, including the duty of ensuring Occupational Health and Safety compliance, and in the absence of the Construction Manager an alternate must be appointed by the Principal Contractor.

**The Principal Contractor must** upon having considered the size of the project, in writing appoint one or more assistant Construction Managers for different sections thereof: Provided that the designation of any such person does not relieve the Construction Manager of any personal accountability for failing in his or her management duties in terms of this regulation.

**No Construction Manager appointed under paragraph 6 above** may manage any construction work on or in any construction site other than the site in respect of which he/she has been appointed.

**A Contractor must**, after consultation with the client and having considered the size of the project, the degree of danger likely to be encountered or the accumulation of hazards or risks on the site, appoint a full-time or part-time construction health and safety officer in writing to assist in the control of all health and safety related aspects on the site.

**No Contractor may** appoint a Construction Health and Safety Officer to assist in the control of health and safety related aspects on the site unless he/she is reasonably satisfied that the construction health and safety officer that he/she intends to appoint has necessary competencies and resources to assist the Principal Contractor

**A Construction Manager** must in writing appoint Construction Supervisors responsible for construction activities and ensuring Occupational Health and Safety compliance on the construction site.

**A Contractor must**, upon having considered the size of the project, in writing appoint one or more competent employees for different sections thereof to assist the Construction Supervisor contemplated in **paragraph 6** above, and every such employee has, to the extent clearly defined by the Principal Contractor in the letter of appointment, the same duties as the Construction Supervisor: Provided that the designation of any such employee does not relieve the Construction Supervisor of any personal accountability for failing in his or her supervisory duties in terms of this section in the specification.

**No Construction Supervisor appointed under paragraph 6 above** may supervise any construction work on or in any construction site other than the site in respect of which he/she has been appointed: Provided that if a sufficient number of competent employees have been appropriately designated on all the relevant construction sites, the appointed Construction Supervisor may supervise more than one site.

## **REGISTRATION WITH THE WORKMEN'S COMPENSATION OR LICENSED INSURER**

The Principal Contractor(s) must ensure that CWDM is provided with a valid letter of good standing, including a registration number with the Compensation for Occupational Injury and Diseases Fund or an alternative scheme approved in writing by the Commissioner to the COID Fund, at least 10 days prior commencement of construction work. It must remain the Principal Contractor's responsibility to furnish Cape Winelands District Municipality with a valid letter of good standing or keep a copy available for perusal by a Client, Client Representatives or any other person authorised thereto.

## **MANDATORY AGREEMENT**

A duly signed mandatory form also referred to as 'OHS Act section 37.2' must be obtained from CWDM Safety Department. It must be signed and returned to CWDM by the Principal Contractor at least 10 days prior to commencement of construction work. The Principal Contractor must ensure that all its contractors have completed a similar document and a proof of such signed documents is submitted to CWDM for reference purposes.

## **ASSIGNED PERSON IN TERMS OF OCCUPATIONAL HEALTH & SAFETY ACT OF 1993 & APPLICABLE REGULATIONS**

A written letter of appointment must be forwarded to CWDM duly signed by responsible persons at least 3 days' prior commencement of construction work for the following duties:

The competency of each member must be provided and should include knowledge, training, experience & qualifications specific to the appointment. (where applicable)

**(Further appointments could become necessary as the project progresses and as per the requirements of OHS Act 85/1993)**

- (a) Person assigned duties in terms of the 16.2 appointees of the Act
- (b) Construction Manager CR8(1)
- (c) Assistant Construction Manager CR8(2) - *where applicable*
- (d) Full-time or part-time Construction Safety Officer CR8(5)
- (e) Construction Supervisor CR8(7)
- (f) Assistant Construction Supervisor CR8(8) - *where applicable*
- (g) Risk Assessor CR9(1)
- (h) Fall Protection Developer/Planner CR10(1) - *where applicable*
- (i) Temporary Works Designer CR11(1) - *where applicable*
- (j) Temporary Works Supervisor CR11(2) - *where applicable*
- (k) Excavation Supervisor CR13(1) a) - *where applicable*
- (l) Demolition Work Supervisor and Controller CR14(1) - *where applicable*
- (m) Scaffolding Supervisor CR16(1) - *where applicable*
- (n) Scaffolding Team leader CR16(1) - *where applicable*
- (o) Scaffolding Inspector CR16(1) - *where applicable*
- (p) Scaffolding Erector CR16(1) - *where applicable*

- (q) Construction Vehicles and Mobile Plant Operator CR23(1)d(i) - *where applicable*
- (r) Temporary Electrical Installations Controller CR24(c) - *where applicable*
- (s) Portable Electrical Equipment Supervisor CR24(d) - *where applicable*
- (t) Fire Equipment Inspector CR29(h) - *where applicable*
- (u) First Aider GSR3(4) -- *where applicable*
- (v) Stacking Supervisor (CR28(a)) (GSR2(a))
- (w) Gas Cutting/Welding Supervisor (GSR9(a) - *where applicable*)
- (x) Ladder Supervisor and Inspector (GSR13(a) - *where applicable*)
- (y) Lifting Machine Inspector (DMR18(7) - *where applicable*)
- (z) Lifting Tackle Inspector (DMR18(10)e) - *where applicable*
- (aa) Lifting Machine Supervisor (DMR18(11) - *where applicable*)
- (bb) Supervisor of Machinery (GMR1) - *where applicable*
- (cc) Safety Representatives (OHS Act Sec.17 - *where applicable*)
- (dd) Hazardous Chemical Substances Controller/Co-ordinator HCSR10 - *where applicable*
- (ee) Incident Investigator (GAR9(2))

## HEALTH AND SAFETY DOCUMENTATION

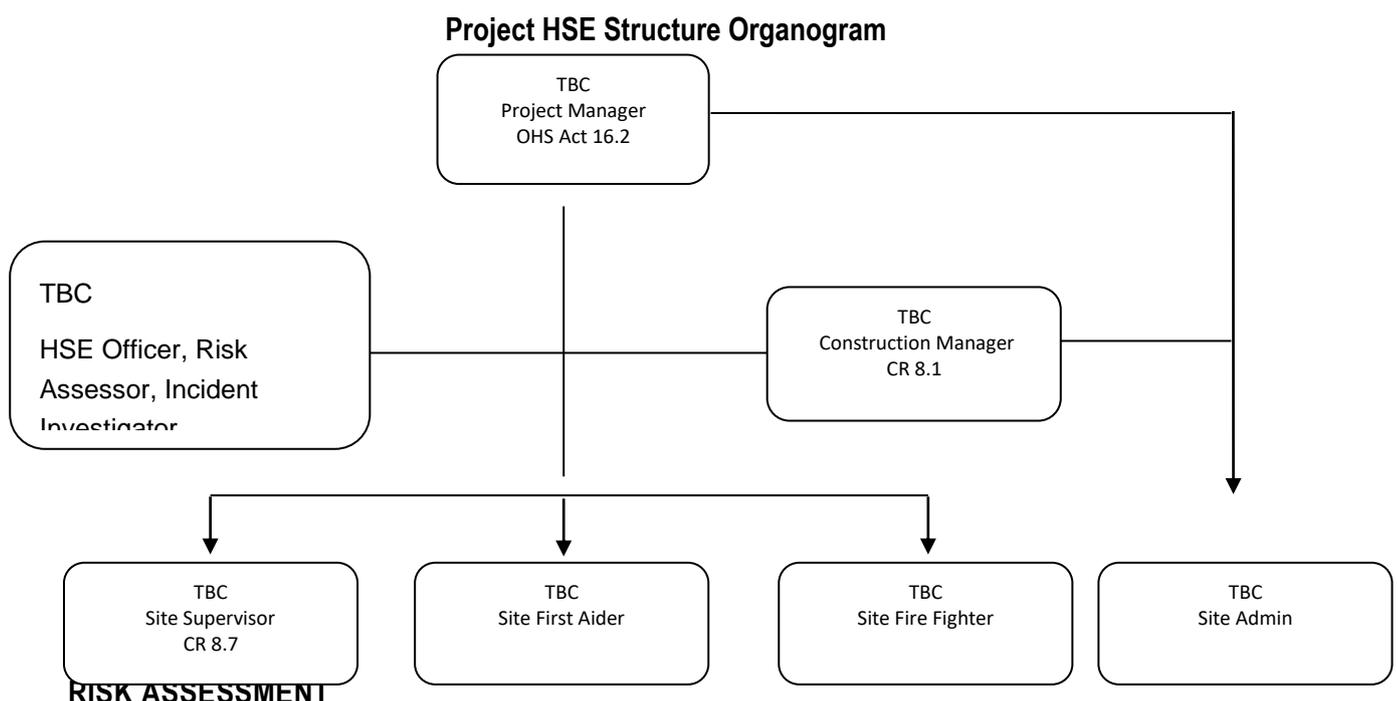
The Principal Contractor must provide and demonstrate to CWDM a suitable, sufficiently documented and coherent site-specific health and safety plan, based on CWDM’s documented health and safety specifications. The health and safety plan must include but not limited to the following during tendering process, before commencement of construction work and during construction:

### Principal Contractor’s Health & Safety Policy

The Principal Contractor must provide a health & safety policy signed by the Chief Executive Officer (CEO) which outlines Principal Contractor’s commitment towards health and safety

### Health and Safety Organogram

The Principal Contractor must provide a health & safety organogram which outlines related appointments in terms of the OHS Act and applicable Regulations. Contact numbers should also be provided for easy reference.



*(Construction Regulation 9)*

**A Contractor must**, before the commencement of any construction work and during such construction work, have risk assessments performed by a competent person appointed in writing, which risk assessments form part of the health and safety plan to be applied on the site, and must include—

- (a) the identification of the risks and hazards to which persons may be exposed to;
- (b) an analysis and evaluation of the risks and hazards identified based on a documented method;
- (c) a documented plan and applicable safe work procedures to mitigate, reduce or control the risks and hazards that have been identified;
- (d) a monitoring plan; and
- (e) a review plan.

**A Contractor must ensure that:**

- (f) as far as is reasonably practicable, ergonomic related hazards are analysed, evaluated and addressed in the risk assessment
- (g) that all employees under his or her control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures and or control measures before any work commences, and thereafter at the times determined in the risk assessment monitoring and review plan of the relevant site
- (h) Principal Contractor must ensure that all Contractors are informed regarding any hazard that is stipulated in the risk assessment before any work commences, and thereafter at the times that may be determined in the risk assessment monitoring and review plan of the relevant site
- (i) consult with the health and safety committee or, if no health and safety committee exists, with a representative trade union or representative group of employees, on the monitoring and review of the risk assessments of the relevant site
- (j) copies of the risk assessments of the relevant site are available on site for inspection by an inspector, the client, the client's agent, any Principal Contractor, any employee, a representative trade union, a health and safety representative or any member of the health and safety committee
- (k) review the relevant risk assessment—
  - i. where changes are effected to the design and or construction that result in a change to the risk profile; or
  - ii. when an incident has occurred.

All risk assessments are to be conducted by a competent person as appointed under the paragraph and regulation of this document. The plan must include a declaration in this regard or the risk assessment must contain the signature(s) of this appointed persons.

Risk assessments are to highlight **safety, and health and environmental risks/ hazards associated with the project activities / tasks**

## **SAFE WORK PROCEDURES**

A Safe Work Procedure must be developed by each contractor for all construction work activities. Cape Winelands District Municipality may also request site specific Safe Work Procedures for all work during the Project. High risk activities introduced by contractors must be documented in their HSE Plan and/or associated Safe Work Procedure.

### **Safe Work Method Statement requirement list:**

- (a) Description of work
- (b) Sequence of operations
- (c) Controls and monitoring
- (d) Plant inspection
- (e) Operator training
- (f) List of proposed Hazardous Chemical Substances to be used with MSDS's
- (g) Safety of public, visitors, Land owners and their workers, third parties.
- (h) Environmental controls (if required)
- (i) First Aid requirements
- (j) Emergency Procedures
- (k) Prescribed PPE for the task at hand
- (l) Notification of HSE, local authority and Environmental Agencies (if required)
- (m) Permit requirements (if required)
- (n) Person responsible for risk control implementation.
- (o) Training attendance register attached to all Risk assessment
- (p) Communication and acceptance by staff

### **METHOD STATEMENT**

Where risks are high, more detailed planning is needed to manage the hazards and control those risks. The method statement will plan out the work in a logical sequence, providing information on the controls and precautions (that you identified in the risk assessments) required at each step. For example, the risk assessment might say that supervision is required for the task. The method statement will then go into further details about who will be the supervisor, their contact details and qualifications etc.

Your method statement doesn't have to be a lengthy document, but it should contain all the information you need to communicate how to do the work safely. The information should be clear and concise. At times it can be helpful to include drawings or pictures in your method statement to explain something and reduce confusion.

The method statement shall contain information about a task or activity such as:

- (a) The specific activity the method statement is for
- (b) A description of the work
- (c) Start date and duration of the task
- (d) Hours of work
- (e) The hazards associated with the site and environment
- (f) References to other documents such as risk assessments that apply to the task
- (g) PPE requirements
- (h) Management arrangements
- (i) Monitoring arrangements
- (j) Emergency procedure

### **FALL PROTECTION PLAN**

*(Construction Regulation 10)*

#### **A Contractor must**

- (a) designate a competent person to be responsible for the preparation of a fall protection plan;
- (b) ensure that the fall protection plan contemplated above is implemented, amended where and when necessary and maintained as required; and
- (c) take steps to ensure continued adherence to the fall protection plan.

### **The Fall Protection Plan must include**

- (a) a risk assessment of all work carried out from a fall risk position and the procedures and methods used to address all the risks identified per location;
- (b) the processes for the evaluation of the employees' medical fitness necessary to work at a fall risk position and the records thereof;
- (c) a programme for the training of employees working from a fall risk position and the records thereof;
- (d) the procedure addressing the inspection, testing and maintenance of all fall protection equipment; and
- (e) a rescue plan detailing the necessary procedure, personnel and suitable equipment required to affect a rescue of a person in the event of a fall incident to ensure that the rescue procedure is implemented immediately following the incident.

### **A Contractor must ensure that:**

- (a) **The Construction Manager** appointed under **Construction Regulation 8(1)** is in possession of the most recently updated version of the fall protection plan.
- (b) all unprotected openings in floors, edges, slabs, hatchways and stairways are adequately guarded, fenced or barricaded or that similar means are used to safeguard any person from falling through such openings;
- (c) no person is required to work in a fall risk position, unless such work is performed safely as contemplated in above;
- (d) fall prevention and fall arrest equipment are
  - (i) approved as suitable and of sufficient strength for the purpose for which they are being used, having regard to the work being carried out and the load, including any person, they are intended to bear; and
  - (ii) securely attached to a structure or plant, and the structure or plant and the means of attachment thereto are suitable and of sufficient strength and stability for the purpose of safely supporting the equipment and any person who could fall; and
- (e) fall arrest equipment is used only where it is not reasonably practicable to use fall prevention equipment

### **OCCUPATIONAL HEALTH & SAFETY FILE**

*(Construction Regulation 7)*

#### **The Occupational Health and Safety File**

The Principal Contractor will keep an Occupational Health and Safety File on site containing the following documents (where applicable) as a minimum:

- Accident/Incident Register. (Annexure 1 of the General Admin Regulations)
- Health and safety Representatives Inspections Register.
- Mobile Plant Inspection.
- Mobile Plant Inspection maintenance or service history (last 3 month)
- Daily Inspection of Vehicles.
- Vehicle maintenance or service history (last 3 months)
- Demolition Inspection Register.
- Electrical Installations, Equipment & Appliances. (including Portable Electrical Tools)
- Excavations Inspection.
- Fall Protection Inspection Register.
- First Aid Box Contents.
- Fire Equipment Inspection & Maintenance.
- Hazardous Chemical Substances Record (MSDS)

- Ladder Inspections.
- Lifting Equipment Register.
- Machinery Safety Inspection Register. (incl. machine guards, lock-outs etc.)
- Scaffolding Inspections.
- Stacking & Storage Inspection.
- Inspection of Structures.
- Inspection of Pressure Equipment.
- Welding Equipment Inspections.
- Company Policies (H&S, smoking, drugs & alcohol abuse, etc.)
- Staff medical fitness tests or records
- Staff copy of ID
- Staff induction records
- Staff PPE issue records (current issue for project)
- Valid staff competency certificates
- Valid equipment certificates (where applicable)
- Valid Letter of good standing (COIDA)
- Valid Third-party insurance certificate
- Project specific organogram
- Risk Assessments
- Method Statements
- Safe work Procedures
- All other applicable records.

## **HEALTH AND SAFETY REPRESENTATIVES**

The Principal Contractor must ensure that Health and Safety Representative(s) is/are elected and delegated in writing and necessary training has been provided by a competent person where there are more than 20 employees at the work place. A proof of training certificate must be provided to CWDM. Health and Safety Representatives must conduct monthly inspections by completing a checklist developed by the Principal Contractor. Safety defects noted must be recorded and reported to the supervisor for remedial action. Health and Safety Representative Inspection findings must be made available to CWDM for reference for audits purposes.

Health and Safety Representatives and their reports must form part of the safety committee which must meet on a monthly bases.

The Principal Contractor must hold health and safety committee meetings on site. Minutes of such meetings and action taken by management must be kept on file and made available to CWDM for reference purposes. Members of the committee must receive proper training and a proof of such training must be made available.

The Committee must consider, at least, the Following Agenda:

- Opening & Welcome
- Present/ Apologies/ Absent
- Minutes of previous Meeting
- Matters Arising from the previous Minutes
- OH&S Reps Reports
- Incident Reports & Investigations
- Incident /Injury Statistics
- Other Matters
- Endorsement of Registers and other statutory documents by a representative of the Principal Contractor
- Close/Next Meeting

The Principal Contractor must ensure that CWDM Safety Department is invited to such meetings. These meetings do not substitute for Principal Contractor's Site meetings.

## **HEALTH & SAFETY TRAINING**

### **Environmental, Health and Safety Induction**

The Principal Contractor must conduct an induction training session prior commencement of construction work. An attendance register must be kept in the Principal Contractor's health and safety file.

### **Induction Conducted by the Principal Contractor and Competent Person**

A manual /copy of such training must be provided to CWDM for reference purposes. As determined by the risk assessment. The Principal Contractor must ensure that all employees under his/her control are trained by a competent person and a proof of such training is kept on file for reference.

### **Toolbox Talks**

The Principal Contractor must ensure that employees attend a formal Toolbox Talk to be held at least once a week. Toolbox Talks must cover a wide variety of topics related to health and safety. An attendance register must be completed by employees who attended such talks. The register must indicate the topic covered presenter, date and signatures of employees attended. Records for Toolbox Talks must be kept in a health and safety file and be made available to CWDM for perusal.

### **First Aid Training**

The Principal Contractor must appoint competent First Aider(s) in writing where more than 10 employees are employed. A letter of appointment must be kept on file for reference made available to CWDM Safety. Duly designated First Aider(s) must have attended training at an accredited institution prior commencement of construction work and a proof of certificate be submitted to CWDM for reference.

The Principal Contractor must ensure that the first aid box(s) is/are controlled by qualified First Aider(s) and kept fully stocked with necessary first aid contents related to the hazards and risks identified. A first aid box(s) must be accessible and location of such box(s) is clearly displayed on site.

## **FIRE PREVENTION AND PROTECTION**

The Principal Contractor must ensure that adequate fire equipment is provided in strategic places (that is, where there is a mobile distribution board, flammable liquids, pressure equipment, confined spaces, hot work). The Principal Contractor must ensure that such equipment is inspected by a competent person on a monthly basis and such inspections are recorded on a register. The Principal Contractor must ensure that all fire equipment is serviceable and person(s) have been properly trained on how to use the equipment. A proof of such training must be provided prior commencement of construction work.

## **EMERGENCY PREPAREDNESS**

The Principal Contractor must provide CWDM with an emergency plan and procedure which will include, but not limited to emergencies such as fire, bomb threat, civil unrest, medical treatment, environmental incidents, accidents to employees and other persons other than their employees. Emergency procedure must be communicated to employees and a proof of such training must be kept on file for reference. A list of emergency contact numbers must be conspicuously displayed on site for ease reference. An evacuation plan must be displayed in strategic places.

The Principal Contractor must provide CWDM Safety with a full record of any incidents which may occur on site.

## **INCIDENTS/ACCIDENTS REPORTING AND INVESTIGATION**

The Principal Contractor must ensure that all incidents/accidents (this includes near miss, first aid cases and section 24 cases) are reported by employees immediately to the Construction Manager for further investigation and remedial action. The Principal Contractor must ensure that all OHS Act section 24 incidents/accidents are reported to the Department of Labour immediately and preliminary investigation is conducted by a competent person within seven days.

If construction work will be finished within 3 days after occurrence, an investigation must be conducted before such construction work is completed. Proof of such investigation must be submitted to CWDM immediately or within 24 hours after investigation.

**All incidents are to be reported within 4 hours of the occurrence to Cape Winelands District Municipality respective representative**

## **PERSONAL PROTECTIVE EQUIPMENT**

The Principal Contractor must ensure that personal protective equipment or clothing needs analysis is conducted and incorporated into the risk assessment. Records must be provided by the Principal Contractor prior to the commencement of construction work. The Principal Contractor must ensure that personal protective equipment or clothing is provided to personnel. The Principal Contractor must ensure that no personnel are allowed to work on site without necessary personal protective equipment or clothing. The Principal Contractor must ensure that PPE is kept in good working order and clearly stipulate procedures to be followed when PPE is lost or stolen, worn or damaged. CWDM will remove any person from the construction site who is working without necessary personal protective equipment and/or clothing.

The following minimum PPE shall be used at all times;

- Reflector vests
- Dust Masks (where applicable)
- Safety Glasses
- Steel toe safety boots
- Overall

All staff shall be trained on the use and limitations of PPE before commencement of the project

## **FALL PROTECTION (WORKING IN ELEVATED POSITIONS)**

*(Construction Regulation 10)*

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 and using a full body harness that will be worn to prevent the person falling from the platform, ladder or other device utilised.

This safety harness will be, as far as is possible, secured to a point away from the edge over which the person might fall and the double lanyard must be of such a length that the person will not be able to move over the edge.

In addition any platform, slab, deck or surface forming an edge over which a person may fall must 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**

Workers working in elevated positions must be trained to do this safely and without risk. Proof of training must be maintained on the contractors site safety file. Medical certificates of fitness for all employees working in elevated positions must be available on site. This must be issued by an Occupational Health Practitioner.

Where work on roofs are carried out, the Risk Assessment must take into account the possibility of persons falling through fragile material, skylights, soffits and openings in the roof, steel support work trusses and purlins so designed as to support the roof structure.

### **Working overhead**

Articles falling from heights can cause serious injuries. Employees working overhead shall ensure that materials and tools are properly secured to prevent articles falling.

“Men Working Above” signs shall be displayed in the appropriate places.

Where there is danger of falling material, fence off the area in danger and erect safety signage warning of “Falling Objects”.

Material shall not be thrown from aloft but shall be lowered in a safe manner - use a securely fixed rope to lower it.

### **Roofing and cladding work**

Safe access must be provided for gaining access on to the roofs. The Contractor must provide ladders, scaffolds or a man cage, cherry picker or scissor lift for this purpose.

A life-line, consisting of a steel wire rope, the diameter calculated to suit the span and the number of persons attached to it, is to be erected on the ridge of the structure, using a safety block/ self-retracting life retracting life line (To be erected and placed on register and checked daily by a competent person).

No work will be permitted during rain or when wind speeds exceed 30 Km/h. - This is only a guide it will also depend on risk assessment and working conditions.

The responsible person will enforce this with the delegated authority on Site.

Bundles of roof sheeting stacked on the roof must conform to the following:

- Only sufficient bundles to be stacked on the roof to meet immediate needs. Other bundles to remain stacked on the ground until required. Method statement to be provided.
- Bundles of sheeting to be secured by means of 20mm steel strapping applied with a strapping tool.
- Securely tied to the rafters so as to prevent sheets being blown from the roof during high winds.
- No material may be stored on the roof over weekends and holiday breaks

### **Edge protection**

The Principal Contractor must ensure that all exposed edges and floor openings are guarded and demarcated at all times until permanent protection has been erected. Guardrails used for edge protection must be 500mm and 900mm apart (double railing) above the platform/ floor surface.

The Principal Contractors fall protection plan must include the procedure to be followed regarding the management of edge protection and penetration.

## **RISK ASSESSMENT FOR CONSTRUCTION WORK**

*(Construction Regulation 9)*

Every Contractor performing Construction work shall, before the commencement of any construction work and during such work, have a Risk Assessment performed by a competent person, appointed in writing, and the Risk Assessment shall form part of the OH&S Plan.

Each activity must define individual tasks associated with that identified activity. These and all associated hazards must be identified and listed in the risk assessment. This ensures that critical tasks and associated hazards are not missed.

### **The Risk Assessment must include:**

- The identification of the risks and hazards to which persons may be exposed to
- The analysis and evaluation of the risks and hazards identified
- A documented plan and applicable safe work procedures (SWP) to mitigate, reduce or control the risks and hazards that have been identified
- A monitoring plan and
- A review plan

### **A Contractor must ensure that:**

- As far as is reasonably practicable ergonomic related hazards are analysed, evaluated and addressed.
- All employees under his/her control are informed, instructed and trained by a competent person regarding any hazards
- A Principal Contractor must ensure all Contractors are informed regarding any hazard as stipulated in the risk assessment before any work commences.
- Consult with health and safety committee on monitoring and review risk assessment on site.
- Ensure a copy of risk assessments is available for inspection.
- Review relevant risk assessments where changes are affected to the design or construction that result in a change to the risk profile or when an incident occurred.

N.B. A risk assessment will be performed for all unplanned work and submitted to CWDM for approval prior to work commencing.

## **STRUCTURES**

*(Construction Regulation 11)*

**The Contractor will ensure that in terms of Construction Regulation 11 the following is adhered to:**

- That the structure on/in which works are to be performed has been inspected by a certified structural engineer declaring the structure to be safe for construction/demolition/renovations work processes.
- Steps are taken to ensure that no structure becomes unstable or poses a threat of collapse due to demolition and construction work being performed on it, or in the vicinity of it.
- No structure is overloaded to the extent where it becomes unsafe; if uncertainty arises then the structural engineer is to be consulted.
- He/she has received from the designer the following information:

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

The structural engineer shall carry out inspections at appropriate and sufficient intervals with visual evidence (before, during and after) of the construction work involving the design of the relevant structure to ensure compliance with the design and record the results of these inspections in writing.

## **TEMPORARY WORK**

*(Construction Regulation 12)*

Temporary work must be carried out under the supervision of a competent person designated in writing.

Temporary works structures must be so designed, erected, supported, braced and maintained such that it will be able to support any vertical or lateral loads that may be applied.

No load is to be imposed onto the structure that the structure is not designed to carry. Temporary works must be erected in accordance with the structural design drawings for that temporary works and, if there is any uncertainty, the designer must be consulted before proceeding with the erection/use of the temporary works.

All design drawings pertaining to the temporary works must be kept available on site. All equipment used in the erection of temporary works must be checked by a competent person before use.

The foundation or base upon which temporary works is erected must be able to bear the weight and keep the structure stable.

Employees erecting temporary works must be trained in the safe work procedures for the erection, moving and dismantling of temporary works. Safe access/egress (and emergency escape) must be provided for workers. A competent person must inspect temporary works structures that have been erected before, during and after pouring of concrete or the placing of any other load and thereafter daily until the temporary works is stripped.

The results of all inspections must be recorded in a register kept on site. The temporary works must be left in place until the concrete has reached sufficient strength to bear its own weight plus any additional weight that may be imposed upon it and not until the designated competent person has authorised its stripping in writing.

Any damaged temporary works must be repaired/rectified immediately Deck panels must be secured against displacement.

The contractor must ensure that no employee is exposed, or required to work on slippery and dangerous surfaces.

Person's health must be protected when use is made of solvents, oils or other similar substances.

Ensuring that the OEL (Occupational Exposure Limit) for any substances that they may be exposed to does not exceed the legal limits and that the necessary PPE is used.

## **EXCAVATIONS**

*(Construction Regulation 13)*

The Principal Contractor must ensure excavation work is conducted under supervision of a competent person who has been appointed in writing. A letter of appointment must be provided to CWDM Safety prior commencement of work. A risk assessment outlining safe work procedures to be adhered to if excavation is more than 1.0m deep must be provided to CWDM prior commencement of work. The Principal Contractor must ensure that no person works in an excavation which is not adequately braced or shored.

The Principal Contractor must ensure that every excavation including bracing and shoring are inspected daily prior each shift starts and such records are kept on site for reference.

The Principal Contractor must ensure that all precautionary measure as stipulated for confined spaces as stated in the General Safety Regulation of OHS Act 85/1993 are complied with when entering any excavation. The Principal Contractor must ensure that warning signs are conspicuously displayed where excavation work involves the use of explosives and a method statement developed by a competent person is provided to CWDM prior commencement.

The Principal Contractor must ensure that safe and convenient means of access is provided to every excavation when required. Such access must not be further than 6m from the point where any worker within the excavation is working.

The Principal Contractor must communicate, train and enforce safe work procedures pertaining to excavation work to his/her employees.

No material/equipment/vehicle to be within 3m of the excavation edges.

All excavations must be on register and inspected daily before work commences & after inclement weather by the contractors appointed competent person, declared safe and his findings noted in the said register. All excavation must be barricaded and display the required danger sign.

## **DEMOLITION WORK**

*(Construction Regulation 13)*

The Principal Contractor must ensure that a detailed structural engineering survey is conducted by a competent person and a method statement on the procedure to be followed is provided to CWDM Safety. The Principal Contractor must ensure that demolition work is conducted under the supervision of a competent person appointed in writing.

The Principal Contractor must ensure that safety precautionary measures stipulated in Asbestos Regulations is adhered to if demolition work involves asbestos material and that asbestos work is conducted under the supervision of a registered Asbestos Principal Contractor.

## **SCAFFOLDING**

*(Construction Regulation 16)*

Access Scaffolding must be erected, used and maintained safely in accordance with Construction Regulation 16 and SA Bureau of Standards Code of Practice, SANS 10085/1 entitled, "The Design, Erection, and Use & Inspection of Access Scaffolding.

Detailed consideration must be given to all scaffolding to ensure that it is properly planned to meet the working requirements, designed to carry the necessary loadings and maintained in a sound condition. It must also be ensured that there is sufficient material available to erect the scaffolding properly.

For example:

- Guard rails and toe boards shall be provided on all outer edges of all scaffolding where a person or an object is working in an elevated position.
- Ladders to be staggered every 2m inside scaffold frame with safe landing platform and a trap door fitted on the working platform.

Scaffolding may only be erected, altered or dismantled by a person who has the appropriate training and experience in this type of work or under the supervision of such a person. Specific attention must be given to the appointment of Scaffolding Inspectors and Scaffolding Erectors who shall not be the same person. The continuous inspection of scaffolding structures must be recorded on the applicable Scaffold register.

Tagging/Signs reflecting the status of the scaffold must be used and fixed to the structure at all times. (Safe to use / Scaffold not Safe)

On completion of the erection, the Supplier will inspect the structure and will ensure it is in sound working order and complies with all statutory regulations. The Supplier will then issue a Handover Certificate,

Drawings, design and specifications shall be signed by a registered professional engineer. An inspection of the completed scaffold shall also be inspected by the registered professional engineer for approval prior to use. Should any additional load i.e. a hoist or be added to the scaffold at a later stage, the professional engineer must approve the modification.

## **CRANES**

*(Construction Regulation 22)*

A Crane permit must be obtained from CWDM and submitted before erection of crane.

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

- (a) they are designed and erected under the supervision of a competent person;
- (b) a relevant risk assessment and method statement are developed and applied;
- (c) the effects of wind forces on the crane are taken into consideration and that a wind speed device is fitted that provides the operator with an audible warning when the wind speed exceeds the design engineer's specification;
- (d) the bases for the tower cranes and tracks for rail-mounted tower cranes are firm, level and secured;
- (e) the mobile crane operators are competent to carry out the work safely; and
- (f) the mobile crane operators have a medical certificate of fitness to work in such an environment, issued by an occupational health practitioner in the form of Annexure 3.

### **Mobile or truck mounted crane near power lines**

No mobile cranes are to be used near overhead power lines until the relevant Cape Winelands District Municipality representative has been notified and provided safe access conditions..

Mobile cranes shall be effectively earthed when working in the vicinity of electrical wires. Assume that all-electrical equipment and wires are live and avoid them.

### **Crane requirements**

The following shall apply to any mobile crane used on site, including truck mounted cranes on delivery vehicles:

- Lifts in excess of 2 tons will only be conducted by a Qualified and appointed Rigger.

- Lifts less than 2 tons may be conducted by a person with a Basic Rigging and slinging certificate.
- All lifts in excess of 5 tons shall only be conducted after a detailed lift plan have been developed with a safe work method statement and risk assessment.
- All lift plans are subject to CWDM approval.
- Each crane shall have (in the cab or operating area), the following legal documents on site at all times:
  - (a) The latest and up-to-date load certificate of the crane;
  - (b) A record of the 6-monthly inspection of the crane by a registered inspector;
  - (c) The crane operator(s) current crane license;
  - (d) The crane operator(s) medical certificate of fitness issued by an occupational medical practitioner;
  - (e) The inspection registers or certification of 3-monthly inspection of all lifting equipment used with the crane;
  - (f) All Lifting gear will be colour coded on a quarterly basis and recorded on register,
- Where applicable, the method statement for the erection, maintenance, inspections and dismantling of the crane shall include a detailed lifting plan.
- The method statement for safe use of the crane, shall include the method of communication, the protection of fall zones and the method of determining whether the weather permits safe crane work.
- Any fixed crane's load test certificates shall be included in the HSE file.
- All lifting equipment and gear used on site shall be identified, SWL-indicated and listed in a register contained in the HSE file.
- A template inspection register of the lifting gear shall be included in the HSE Plan.
- That all lifting machines are load tested and inspected as required in Driven Machinery Regulation 18 and that the records thereof are either with the machine or in the contractor's HSE file.

## LIFTING EQUIPMENT, TACKLE, MATERIAL HOIST AND CRANES

**The Principal Contractor must ensure** that all lifting equipment and tackle are inspected before use and a monthly register is completed by a competent person. Proof of such inspections must be recorded and kept on file for reference. The Principal Contractor must ensure that a safe working load is conspicuously displayed on lifting equipment and tackle and service certificate is provided prior commencement of work. The Principal Contractor must ensure operators are properly trained on how to operate the above mentioned equipment and a proof of competency is provided prior commencement of work.

**The Principal Contractor must provide information on procedures to be followed in the case of:**

- (a) Malfunctioning of equipment; and
- (b) Discovery of a suspected defect in the equipment

**The Principal Contractor must ensure** that safety measures stipulated in Driven Machinery Regulation and Construction Regulation with regard to below mentioned equipment are adhered to at all times.

- Where man-lift equipment is used, the principal contractor shall ensure compliance with Driven Machinery Regulation 18 and that competent persons are appointed in writing to ensure:
- That all scissors lifts, cherry pickers, forklift with man-cages or any other lifting machine used to lift personnel are used only by a trained and competent operator in possession of a competency

certificate issued by and accredited provider who holds a valid accreditation issued by an authorised body, in terms of the SAQA Act, and who is approved by the Chief Inspector, in terms of the Driven Machinery Regulation 18.

- That all lifting machines are load tested and inspected as required in Driven Machinery Regulation 18 and that the records thereof are either with the machine or in the principal contractor's HSE file

## **CONSTRUCTION VEHICLES & MOBILE PLANT**

*(Construction Regulation 13)*

Construction Vehicles and Mobile Plant may be inspected by CWDM prior to being allowed on a project site and suppliers of hired vehicles, plant and equipment will be required to comply with this specification as well as the OHS Act and Regulations.

Construction Vehicles and Mobile Plant to be:

- of acceptable design and construction
- maintained in good working order
- used in accordance with their design and intention for which they were designed
- Operated/driven by trained, licensed competent and authorised operators/drivers. No unauthorised persons to be allowed to drive or operate Construction Vehicles and Mobile Plant.
- Operators and drivers of Construction Vehicles and Mobile Plant must be in possession of a valid medical certificate declaring the operator/driver physically and psychologically fit to operate or drive Construction Vehicles and Mobile Plant.
- fitted with adequate signalling devices to make movement safe including reversing
- excavations and other openings must be provided with sufficient barriers to prevent Construction Vehicles and Mobile Plant from falling into same
- Provided with roll-over protection, appropriate seat fitted which shall be used during Construction Vehicles and Mobile Plant operations.
- inspected daily before start-up by the driver/operator/user and the findings recorded in a register/log book
- Construction Vehicles and Mobile Plant to be fitted with two head and two taillights whilst operating under poor visibility conditions, in addition they shall be equipped with 'hazard warning' lights, which must be used whenever the Construction Vehicles and Mobile Plant is on site.
- No loose tools, material etc. is allowed in the driver/operators compartment/cabin nor in the compartment in which any other persons are transported
- Construction Vehicles and Mobile Plant used for transporting persons must have seats firmly secured and sufficient for the number of persons being transported
- Operators to be issued with Personal Protective Equipment as required and identified by the Risk Assessments
- Only licensed and road worthy vehicles will be allowed on the public roads

No person may ride on a Construction Vehicles and Mobile Plant except in a safe place provided by the manufacturer for this purpose

The construction site must be organized to facilitate the movement of Construction Vehicles and Mobile Plant so that pedestrians and other vehicles are not endangered. Traffic routes are to be suitable, sufficient in number and adequately demarcated

Construction Vehicles and Mobile Plant left unattended after hours adjacent to roads and areas where there is traffic movement must be fitted with lights reflectors or barricades to prevent moving traffic coming into contact with the parked Construction Vehicles and Mobile Plant.

In addition, Construction Vehicles and Mobile Plant left unattended after hours must be parked with all buckets, booms etc. fully lowered, the emergency brakes engaged and, where necessary, the wheels

choked, the transmission in neutral and the motor switched off and the ignition key removed and stored safely

Workers employed adjacent to, or on public roads must wear reflective safety vests

All Construction Vehicles and Mobile Plant inspection records must be kept in the OH&S File.

## **ELECTRICAL INSTALLATIONS AND MACHINERY ON CONSTRUCTION SITES**

*(Construction Regulation 24)*

**The Principal Contractor must**, in addition to compliance with the Electrical Installation Regulations, 2009, and the Electrical Machinery Regulations, 1988, promulgated by Government Notice No. R. 1593 of 12 August 1988, ensure that—

- (a) before construction commences and during the progress thereof, adequate steps are taken to ascertain the presence of and guard against danger to workers from any electrical cable or apparatus which is under, over or on the site;
- (b) all parts of electrical installations and machinery are of adequate strength to withstand the working conditions on construction sites;
- (c) the control of all temporary electrical installations on the construction site is designated to a competent person who has been appointed in writing for that purpose;
- (d) all temporary electrical installations used by the contractor are inspected at least once a week by a competent person and the inspection findings are recorded in a register kept on the construction site; and
- (e) all electrical machinery is inspected by the authorized operator or user on a daily basis using a relevant checklist prior to use and the inspection findings are recorded in a register kept on the construction site.

**The Principal Contractor must** ensure that prior notice is given to CWDM Maintenance Department of any work involving electrical installation. The Principal Contractor must ensure that a lock-out procedure is adhered to by his/her employees whenever required. The Principal Contractor must ensure that safety measures stipulated in the Electrical Installation Regulations, Machinery Regulations, General Machinery Regulations and Construction Regulations are adhered to at all times.

All electrical installations (new, temporary, alterations) shall be inspected and approved by competent person that is registered to provide a Certificate of Compliance (CoC)

## **USE AND TEMPORARY STORAGE OF FLAMMABLE LIQUIDS ON CONSTRUCTION SITES**

*(Construction Regulation 25)*

**The Principal Contractor to ensure that:**

- No person is required or permitted to work in a place where there is the danger of fire or an explosion due to flammable vapours being present.
- No flammable substance is used or applied e.g. in spray painting, unless in a room or cabinet or other enclosure specially designed and constructed for that purpose, unless due to imposed controls that the ventilation provided is sufficient to ensure that the Lower Explosive Limit and Lower Fire Limit are not exceeded. Furthermore that the risk assessments are reviewed to ensure that all the related hazards have been addressed and that adequate P.P.E. is provided.
- The workplace is effectively ventilated. Where this cannot be achieved:
- Employees must wear suitable respiratory equipment
- No smoking or other sources of ignition is allowed into the area
- The area is conspicuously demarcated as "flammable materials"

- Flammables stored on a construction site are stored in a well-ventilated, reasonably fire-resistant container approved by the local Fire Department, cage or room that is kept locked with access control measures in place and sufficient firefighting equipment installed and fire prevention methods practised e.g. proper housekeeping
- Flammables stored in a permanent flammables store are stored so that no fire or explosion is caused i.e.: stored in a locked well-ventilated reasonably fire resistant container, cage or room conspicuously demarcated as "Flammable Store -No Smoking or Naked Lights"
- Adequate and suitable firefighting equipment installed around the flammables store and marked with the prescribed signs
- All electrical switches and fittings to be of a flameproof design, or where necessary, intrinsically safe.
- Any work done with tools in a flammables store or work areas to be of a non-sparking nature
- No Class A combustibles such as paper, cardboard, wood, plastic, straw etc. to be stored together with Flammables
- The flammable store to be designed and constructed so that in the event of spillage of liquids in the store, it will contain the full quantity + 10% of the amount liquid stored.
- Where the use of Bulk Storage facilities is contemplated, the contractor must ensure compliance to the local Authority bylaws.
- A sign indicating the capacity of the store to be displayed on the door
- Containers (including empty containers) to be kept closed to prevent fumes/vapours from escaping and accumulating in low lying areas
- Metal containers to be bonded to earth whilst decanting to prevent build-up of static electricity
- Welding and other flammable gases to be stored and segregated as to type of gas and empty and full cylinders
- All permanently installed storage facilities to comply with SANS 10089.

Principle Contractor shall ensure:

The safe use, storage, emergency procedures and safe disposal of hazardous substance. Material Safety Data Sheets (MSDS) shall be supplied with all hazardous materials.

Principal Contractor for recording on the site HCS Register.

Flammable substances must be:

Clearly labelled and stored in suitably sealed containers

When substances are transferred/decanted to a second container, the second container will be clearly labelled with the name and safety risk (e.g. flammable, toxic etc.)

Decanted in bunded areas or drip tray's

Neutralised, contained and suitably disposed of if spilt (if safe to do so). A general emergency spill kit is located at each site office

### Emergency Procedures in case of Larger Spills

OBJECTIVES	PROCEDURE	REQUIREMENTS
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Isolate the spillage to minimise danger to workers	<ul style="list-style-type: none"> <li>Erect a barricade around the spillage.</li> <li>Evacuate the area if there is danger of fire or fumes.</li> <li>Notify the fire team.</li> <li>Treat affected person/s.</li> </ul>	<ul style="list-style-type: none"> <li>Warning notices, e.g. flammable liquids.</li> <li>Ropes or chevron tape to barricade the spillage.</li> <li>PPE to protect persons erecting the barricade.</li> <li>Assistance from security to secure barricades and keeps people away.</li> <li>Fire Team.</li> </ul>
Confined Spillage	<ul style="list-style-type: none"> <li>Isolate the spillage</li> <li>Prevent or minimise the entry of chemicals into the storm water system or sewage system</li> </ul>	<ul style="list-style-type: none"> <li>Shovels</li> <li>Sand or stone dust.</li> <li>PPE</li> </ul>
Clean up spillage	<ul style="list-style-type: none"> <li>If the spillage is a fluid, pump the spillage into a suitable container for disposal.</li> <li>If the spillage is a solid, sweep it up and shovel it into a suitable container for disposal.</li> </ul>	<ul style="list-style-type: none"> <li>Pumps</li> <li>Labour</li> <li>Suitable container</li> <li>PPE</li> </ul>
Disposal	<ul style="list-style-type: none"> <li>Refer to the MSDS or the suppliers</li> </ul>	<ul style="list-style-type: none"> <li>Refer to the MSDS or the suppliers.</li> </ul>
Neutralise any material that cannot be cleaned up	<ul style="list-style-type: none"> <li>Treat spillage with a suitable neutralising agent; refer to MSDS or supplier</li> </ul>	<ul style="list-style-type: none"> <li>A supply of a suitable neutralising agent in ready-to-use form.</li> <li>PPE</li> <li>A suitable means of testing whether neutralisation has been effective.</li> </ul>

## HOUSEKEEPING AND GENERAL SAFEGUARDING ON CONSTRUCTION SITES

(Construction Regulation 27)

**The Principal Contractor must** ensure that suitable housekeeping is continuously implemented on each construction site, including—

- the proper storage of materials and equipment;
- the removal of scrap, waste and debris at appropriate intervals;
- ensuring that materials required for use, are not placed on the site so as to obstruct means of access to and egress from workplaces and passageways;
- ensuring that materials which are no longer required for use, do not accumulate on and are removed from the site at appropriate intervals;
- ensuring that construction sites in built-up areas adjacent to a public way are suitably and sufficiently fenced off and provided with controlled access points to prevent the entry of unauthorized persons; and

- (f) ensuring that a catch platform or net is erected above an entrance or passageway or above a place where persons work or pass under, or fencing off the danger area if work is being performed above such entrance, passageway, or place so as to ensure that all persons are kept safe in the case of danger or possibility of persons being struck by falling objects.

**The Principal Contractor must ensure that safety precautionary measures stipulated in Environmental Regulations for Workplaces and Construction Regulations and Construction Environmental Specification are adhered to at all times.**

## **STACKING AND STORAGE ON CONSTRUCTION SITES**

*(Construction Regulation 28)*

**The Principal Contractor must ensure contractor must ensure that:**

- (a) a competent person is appointed in writing with the duty of supervising all stacking and storage on a construction site;
- (b) adequate storage areas are provided;
- (c) there are demarcated storage areas; and
- (d) storage areas are kept neat and under control a competent person is appointed in writing with a duty of supervising all stacking and storage on a construction work or site. A proof of such appointment must be provided prior commencement of construction work. The Principal Contractor must ensure that stacking is conducted under supervision and good housekeeping is maintained at all times.

## **FIRE PRECAUTIONS ON CONSTRUCTION SITES**

*(Construction Regulation 29)*

**The Principal Contractor must ensure that:**

- (a) all appropriate measures are taken to avoid the risk of fire;
- (b) sufficient and suitable storage is provided for flammable liquids, solids and gases;
- (c) smoking is prohibited and notices in this regard are prominently displayed in all places containing readily combustible or flammable materials;
- (d) in confined spaces and other places in which flammable gases, vapours or dust can cause danger—
  - (i) only suitably protected electrical installations and equipment, including portable lights, are used;
  - (ii) there are no flames or similar means of ignition;
  - (iii) there are conspicuous notices prohibiting smoking;
  - (iv) oily rags, waste and other substances liable to ignite are without delay removed to a safe place; and
  - (v) adequate ventilation is provided;
- (e) combustible materials do not accumulate on the construction site;
- (f) welding, flame cutting and other hot work are done only after appropriate precautions have been taken to reduce the risk of fire;
- (g) suitable and sufficient fire-extinguishing equipment is placed at strategic locations or as may be recommended by the Fire Chief or local authority concerned, and that such equipment is maintained in a good working order;
- (h) the fire equipment contemplated in paragraph (g) is inspected by a competent person, who has been appointed in writing for that purpose, in the manner indicated by the manufacturer thereof;
- (i) a sufficient number of workers are trained in the use of fire- extinguishing equipment;

- (j) where appropriate, suitable visual signs are provided to clearly indicate the escape routes in the case of a fire;
- (k) the means of escape is kept clear at all times;
- (l) there is an effective evacuation plan providing for all—
  - (i) persons to be evacuated speedily without panic;
  - (ii) persons to be accounted for; and
  - (iii) plant and processes to be shut down; and
- (m) a siren is installed and sounded in the event of a fire.

Good housekeeping plays a major role in fire prevention.

- All contractors shall every second week arrange a group effort and perform a site wide clean-up operation.
- All flammable and combustible material must be removed daily.
- The minimum amount of flammable liquids (petrol, thinners, paint, oils, greases, etc.) must be brought on to Site and stored securely.
- All required safety signs must be posted if any work is carried out with any flammable, combustible materials i.e. No smoking! No naked flames and no unauthorized entry.
- Supervisors to do constant and regular inspections to ensure adherence of procedures.
- Ensure that fire risk is assessed in all Issue Based Risk Assessments.

## CONSTRUCTION EMPLOYEES' FACILITIES

*(Construction Regulation 30)*

**A Contractor must** provide at or within reasonable access of every construction site, the following clean, hygienic and maintained facilities:

- (a) Shower facilities after consultation with the employees or employees' representatives, or at least one shower facility for every 15 persons;
- (b) at least one sanitary facility for each sex and for every 30 workers;
- (c) changing facilities for each sex; and
- (d) sheltered eating areas.

**A Contractor must** provide reasonable and suitable living accommodation for the workers at construction sites who are far removed from their homes and where adequate transportation between the site and their homes, or other suitable living accommodation, is not available.

## LADDERS

The Principal Contractor must ensure that all ladders are numbered, inspected before use and monthly inspections are recorded in a register. The Principal Contractor must ensure that a competent person who carries the above inspections is appointed in writing.

## PRESSURE EQUIPMENT

The Principal Contractor must ensure that pressure equipment is identified, numbered and entered in a register. Furthermore he/she must ensure that inspections are carried out and certificates of testing are available and kept on file as per the Regulations.

## PUBLIC SAFETY AND SECURITY

The Principal Contractor must ensure that notices and signs are conspicuously displayed at the entrance and along the perimeter fence indicating "No Unauthorized Entry", "Visitors to report to office", "helmet and safety shoes" etc.

Health and safety signage must be well maintained throughout the project. This must entail cleaning, inspection and replacement of missing or damaged signage.

Furthermore the Principal Contractor must ensure that:

- a) Nets, canopies, fans etc. are provided to protect the public passing or entering the site
- b) A security guard is provided where necessary and provided with a way of communication and an access control measures or register is in place
- c) All visitors to a construction site undergo health and safety induction pertaining to the hazards prevalent on the site.

## **NIGHT WORK**

The Principal Contractor must ensure that necessary arrangements have been made with CWDM before conducting any night work and that there is adequate lighting for any work to be conducted and failure to do so will result in work being stopped.

Requirements for night work shall be:

- Written authorisation from CWDM, Client and affected Land Owners.
- Approved Method Statement and Risk Assessment.
- Approved Fatigue management plan.
- Sufficient supervisory staff from CWDM and contractor.
- Sufficient portable lights.
- Sufficient Welfare facilities.
- Sufficient transport for the staff
- Notification to DOL

## **HIRED PLANT AND MACHINERY**

The Principal Contractor must ensure that any hired plant and/or machinery brought to site is inspected by a competent person before use and records confirming that it is safe for use are provided prior usage of such equipment. Such plant or machinery complies at all times with the requirements of the Occupational Health & Safety Act.

The Principal Contractor must ensure that hired operators receive induction prior commencement of work and that said hired operators have proof of competency.

The Principal Contractor must provide information on procedures to be followed in the case of:

- (a) Malfunctioning of equipment; and
- (b) Discovery of a suspected defect in the equipment

## **ROAD CONSTRUCTION WORK**

The Principal Contractor must ensure that construction work conducted on the public road all necessary caution signage, cones, flag man etc. are provided

The caution signage to be conspicuously displayed to warn the drivers of any construction work ahead must be provided at least at 75 m away from the cones; flag man; actual construction work etc.

## **TRAFFIC MANAGEMENT PLAN**

Contractors to develop and implement Traffic Management Plan to reduce traffic congestion and motor vehicle accidents.

Vehicle safety extends to traveling to and from site. Contractors must:

- All drivers will be in a possession of a valid PDP for transportation of passengers and goods.
- Employees shall not be transported to and onto site in the back of LDV's or on trucks, only in approved construction vehicles, taxis or busses.
- Be vigilant for wildlife at dawn, dusk, after a dry spell, during fog (refer to safety alerts)
- Respect other road users. Reduce speed when faced with oncoming traffic, especially on narrow roads, without line delineation or when approaching heavy vehicles.
- Reduce speed when faced with wet conditions, poor road surface conditions such as loose surface material or where pot holes are apparent (report poor road surface to the Principal Contractor)
- No employees will be allowed to be transported on the back of any vehicles that is not designed by the vehicle manufacturer for that intended purpose.
- Passengers, goods, tools and equipment shall not be transported together in the back of vehicles.
- Drivers and operators will be appropriately licenced or have proof of competency.
- Always follow instructions by flagman controlling traffic

## **LIQUOR, DRUGS, DANGEROUS WEAPONS, FIREARMS**

The Principal Contractor must ensure that no person is allowed on site that appears to be under the influence of intoxicating liquor or drugs.

The Principal Contractor must encourage his/her workforce to disclose the medication that poses a health and safety threat towards his/her fellow employees. No person must be allowed to enter the site and work if the side effects of such medication do constitute a threat to the health or safety of the person concerned or others at such workplace.

No dangerous weapons or firearms allowed on the construction site.

## **INTERNAL/EXTERNAL AUDITS**

The Principal Contractor must conduct monthly safety, health and environment audits and such records must be kept on site. The Principal Contractor must ensure that corrective measures are taken to ensure compliance.

CWDM must conduct monthly audits and defects noted must be reported to the relevant Principal Contractor for remedial action. Inspections must be conducted by CWDM and non-conformances noted must be recorded and provided to the relevant Principal Contractor for remedial action.

The Principal Contractor must ensure that all necessary documents stipulated in this document are kept on the health and safety file and made available when requested.

## **WORK STOPPAGE**

In the event of a work stoppage, based on HSE deficiencies, CWDM Representative will instruct the Principal Contractor to immediately remove the workforce from the work area and correct the HSE deficiencies by allowing only the people in the area that are competent to make the area safe.

The Principal Contractor shall ensure no other work is being performed during this time. Should the estimated time from the outset to make the area safe be longer than four hours or where life threatening/imminent danger situations exist, then the area will be barricaded off and a sign placed with the wording "**Unsafe Area — Authorized Access Only**".

Before the workforce is allowed back in the area, the Principal Contractor shall ensure the area is inspected by CWDM HSE officer, and / or CWDM representative. The corrective actions taken shall be evaluated. The Principal Contractor shall wait until CWDM HSE officer, and / or CWDM Representative declares the area safe for work.