

EMALAHLENI LOCAL MUNICIPALITY



PROJECT NO: ELM 11/2023

**DUVHA PARK EXT. 2: ELECTRIFICATION OF 500 RDP
UNITS**

TENDER DOCUMENT

NAME OF TENDERER.....

<p><u>PREPARED FOR:</u></p> <p>EMALAHLENI LOCAL MUNICIPALITY CNR Mandela & Arras Street P.O. Box 3 EMALAHLENI, 1035</p>  <p>Telephone: 013 690 6300 Fax: 013 690 6207 Contact: Mr. Edwin Sedupane e-mail: sedupaneme@EMALAHLENI.gov.za</p>	<p><u>PREPARED BY:</u></p> <p>PRO-ENG CONSULTING ENGINEERS SUITE 1, MIDLANDS OFFICE PARK 2 WALTER SISULU STR MIDDELBURG 1050</p>  <p>Telephone: 073 301 1470 Contact: I.E Richards e-mail: ivorrichards3@gmail.com</p>
<p>Tenderer:</p> <p>CIDB Registration Number:</p> <p>Total of the prices inclusive of value added tax: R</p> <p>Amount in words:</p> <p>CSD Registration Number:</p> <p>Preferences claimed for tendered contract participation goal of : NOT APPLICABLE</p>	

EMALAHLENI LOCAL MUNICIPALITY



TENDER NO: ELM 05/2023

PROJECT NO: ELM 11/2023 DUVHA PARK EXT. 2: ELECTRIFICATION OF 500 RDP UNITS

CONTENTS

THE TENDER

Part T1: Tendering Procedures

- T1.1 Project Notice
- T1.2 Tender Data

Part T2: Returnable Documents

- T2.1 List of returnable documents
- T2.2 Returnable schedules

THE CONTRACT

Part C1: Agreements and Contract Data

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data
- C1.3 Form of Guarantee

Part C2: Pricing Data

- C2.1 Pricing Instructions
- C2.2 Bills of quantities

Part C3: Scope of Work

- C3 Scope of Work

Part C4: Site Information

- C4 Site Information

Part C5 : Relevant Documents

EMALAHLENI LOCAL MUNICIPALITY



TENDER NO: ELM 11/2023

DUVHA PARK EXT. 2: ELECTRIFICATION OF 500 RDP UNITS

T1.1 PROJECT NOTICE

EMALAHLENI LOCAL MUNICIPALITY MPUMALANGA INVITES TENDERS FOR THE ELECTRIFICATION OF 500 RDP UNITS AT DUVHA PARK EXT. 2

It is estimated that tenderers should have a cidb contractor grading of 6EP or higher.

Only tenderers who has a grading of 6EP or higher are eligible to submit tenders.

Tender documents will be obtainable as from 07 July 2023 on www.emalahleni.gov.za or www.etenders.gov.za.

Duly completed tenders enclosed in a sealed envelope marked "DUVHA PARK EXT. 2: ELECTRIFICATION OF 500 RDP UNITS, BID NO. ELM 11/2023, CLOSING DATE: 04 AUGUST 2023" with the name of the Tenderer, shall be deposited in the clearly marked tender box situated at Emalahleni Local Municipality, Civic Centre, 29 Mandela Street, eMahahleni, 1035 before 11h00 on the closing date. The tenders will thereafter be opened in public.

A non-compulsory virtual clarification meeting with representatives of the Employer will take place on Wednesday, 12 July 2023 starting at 11h00 via Microsoft Teams. Tenderers are required to register for attending the virtual briefing to be conducted by the Clients Representative by sending details (email address and representative name and surname) of the bidding entity to sakkie.rossouw1968@gmail.com and ivorrichards3@gmail.com. A Microsoft Teams invite will be sent to the bidding entities registered not later than Tuesday, 11 July 2023 at 12:00.

A preferential point system shall apply whereby a contract will be allocated to a tenderer in accordance with the Preferential Procurement Regulations, 2022 and as defined in the Conditions of Tender in the tender document, read in conjunction with the Supply Chain Management Policy of ELM where 80 points will be allocated in respect of price and 20 points in respect of Specific goals.

No awards will be made to a person:

- Who is in the service of the state;
- If that person not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state and or;
- who is an advisor or consultant contracted with the municipality or municipal entity.

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

Queries relating to the issues of these documents may be addressed to:

Mr I.E. Richards.
Tel 073 301 1470
E-mail. ivorrichards3@gmail.com

Or

Ms. Sbusiso Mvubelo
Tel No. 013 690 6300
E-mail. mvubelosn@emalahleni.gov.za

Or

Ms Z Moroku
Tel No. 013 690 6497
E-mail. masangonz@emalahleni.gov.za

EMALAHLENI LOCAL MUNICIPALITY



TENDER NO: ELM 11/2023

DUVHA PARK EXT. 2: ELECTRIFICATION OF 500 RDP UNITS

T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (Feb 2008) as published in Government Gazette No: 30692, Board Notice 9 of 2008 of 1 February 2008. (See www.cidb.org.za).

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

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

Clause Number	
F.1.1	The Employer is: <i>Emalahleni Local Municipality</i> <i>P.O Box 3</i> <i>Emalahleni</i> <i>1035</i>
F.1.2	The Tender documents issued by the Employer comprise the following documents: THE TENDER Part T1 : Tendering Procedures T1.1 Project Notice T1.2 Tender Data Part T2: Returnable Documents T2.1 List of Returnable documents T2.2 Returnable schedules THE CONTRACT Part C1: Agreements and Contract Data C1.1 Form of offer and acceptance
F.1.2	C1.2 Contract Data C1.3 Performance guarantee Part C2: Pricing Data

	<p>C2.1 Pricing Instructions</p> <p>C2.2 Bill of Quantities</p> <p>Part C3: Scope of Work</p> <p>C3 Scope of Work</p> <p>Part C4: Site Information</p> <p>C4 Site Information</p> <p>Part C5 : Relevant Documentation</p> <p>Health and Safety Specifications</p> <p>Pro-forma agreement in terms of Occupational Health and Safety Act Notification of construction work</p> <p>Pro-forma contract between contractor and worker</p> <p>Pro-forma attendance register</p> <p>Contract person days' calculation format</p> <p>Contractor's monthly report format</p> <p>Environmental Management Plan</p> <p>Geotechnical Investigation Report</p> <p>Tender Drawings</p>
F1.3	<p>Interpretation</p> <p>The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these tender conditions.</p>
F.1.5	<p>The Employer's right to accept or reject any tender offer</p> <p>The employer has the right not to accept the lowest tender and to accept the whole or part of any tender or not to consider any tender not suitably endorsed is fully reserved by EMALAHLENI LOCAL MUNICIPALITY.</p>
F.2.2	<p>Compensation of tendering</p> <p>Accept that the Employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.</p>
F.2.3	<p>Check documents</p> <p>Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.</p>
F.2.4	<p>Confidentiality and copyright</p> <p>Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.</p>
F.2.5	<p>Reference documents</p> <p>Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.</p>
F2.6	<p>Acknowledge Addenda</p> <p>Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension of the closing time stated in the tender data, in order to take the addenda into account.</p>
F.2.7	<p>Site briefing meeting</p> <p>Refer to T1.1 TENDER NOTICE AND INVITATION TO TENDER for date and time.</p> <p>Date: Refer to T1.1 TENDER NOTICE AND INVITATION TO TENDER for date and time.</p> <p>Location: Microsoft Teams</p>
F.2.11	<p>Alterations to documents</p>

	<p>Not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.</p>				
F2.13	<p>Submitting tender offer: No Tender document will be considered unless submitted on Council's Official Tender Document. Return all the returnable documents to the employer after completing them. Tenders must be deposited in the tender box clearly marked with project description.</p> <p>TENDER NO: ELM 11/2023</p> <p>DUVHA PARK EXT. 2: ELECTRIFICATION OF 500 RDP UNITS</p> <p>Location of tender Box: Main Entrance Ground Floor Emalahleni Local Municipality Building Physical Address: EMALAHLENI LOCAL MUNICIPALITY, CNR Mandela & Arras Street EMALAHLENI, 1035</p> <p>Telephonic, telegraphic, telex, facsimile or emailed tenders will not be considered</p> <p>All tender received by the EMALAHLENI LOCAL MUNICIPALITY will remain in the Municipality's possession until after the stipulated closing date and time.</p> <p>Accept that a tender submitted to the employer cannot be withdrawn or substituted. No substitute tenders will be considered</p>				
F.2.16	The Tender offer validity period is 90 Days.				
F.2.18	The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the Labour-Intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.				
F2.20	<p>The tenderer is required to submit a Performance Guarantee from an approved insurer within 14 days from appointment. A format is included in Part C1.3 of this document.</p> <p>The tenderer is to submit to the employer before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.</p>				
F.3.11	<p>Tender evaluation points The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 system shall be applicable.</p> <p>Preference points for this bid shall be awarded for: (a) Price; and (b) Specific Goals.</p> <p>The maximum points for this bid are allocated as follows:</p> <table border="1" data-bbox="245 2002 1161 2103"> <thead> <tr> <th></th> <th>POINTS</th> </tr> </thead> <tbody> <tr> <td>PRICE</td> <td>80</td> </tr> </tbody> </table>		POINTS	PRICE	80
	POINTS				
PRICE	80				

SPECIFIC GOALS	20
Total points for Price and Specific Goals	100

Evaluation of Tenders

The Tenderers notice is drawn to the fact that the evaluation, adjudication and awarding of this tender will be in terms of the Supply Chain Management Policy of the ELM.

The following steps will be followed in evaluation;

1. Determination of whether or not tender offers are complete.
2. Determination of whether or not tender offers are responsive.
3. Determination of the reasonableness of tender offers.
4. Confirmation of the eligibility of preferential points claimed by tenderers.
5. Determination of expertise and experience of tenderers.
6. Awarding of points for financial offer.
7. Ranking of tenderers according to the total points
8. Performance of risk analysis by checking the credit record of the tenderers

Evaluation Criteria

Tenders are adjudicated in terms of ELM Supply Chain Management Policy, and the following framework is provided as a guideline in this regard.

Size of enterprise and current workload

- Evaluation of the Tenderer’s position in terms of:
- Previous and expected current annual turnover
- Current contractual obligations
- Capacity to execute the contract

Staffing profile

Evaluation of the Tenderer’s position in terms of:

- Staff available for this contract being Tendered for
- Qualifications and experience of key staff to be utilised on this contract.

Proposed Key Personnel

In this part of the tender, the Tenderer shall also supply Curriculum Vitae (CV’s) for the Staff available named and working on full time basis for the Tenderer. The CV should follow the normal Professional Format.

Each CV should give at least the following:

- Position in the firm and within the organisation of this assignment
- PDI status (describing population group, gender and disabilities)
- Educational qualifications
- Professional Registrations
- Relevant experience (actual duties performed, involvement and responsibility), including locations, dates and durations of assignments, starting with the latest.
- Language proficiency and
- References (company name, individual name, position held, contact details)

Much importance will be placed on the experience of the staff proposed. The Tender must

	<p>ensure that, if selected, the nominated staff will be assigned as proposed. Failure to do so may result in the annulment of any acceptance of the Tenders' proposal and/ or Agreement entered into by the Client for the execution of the services</p> <p>Previous experience</p> <p>The procedure for the evaluation of responsive Bids will be on the previous projects where the firm was involved for EMALAHLENI LOCAL MUNICIPALITY (ELM) projects or other clients. Reference of clients other than ELM MUST be provided.</p> <p>The tenderer shall list in the appropriate Forms the appropriate related projects undertaken by the member firms of the tenderer within the last five (5) years.</p> <p>Evaluation of the Tenderer's position in terms of his previous experience. Emphasis will be placed on the following:</p> <ul style="list-style-type: none"> • Experience in the relevant technical field • Experience of contracts of similar size • Some or all of the references will be contacted to obtain their input. <p>The tenderer shall provide documentation of company experience of each member of the Consortium/Joint Venture related projects</p>
	<p>If the Tender does not meet the requirements contained in the ELM Procurement Policy, and the mentioned framework, it will be rejected by the Council, and may not subsequently be made acceptable by correction or withdrawal of the non-conforming deviation or reservation.</p> <p>Penalties</p> <p>The EMALAHLENI LOCAL MUNICIPALITY will if upon investigation it is found that a preference in terms of the Act and these regulations has been obtained on a fraudulent basis, or any specified goals are not attained in the performance of the contract, on discretion of the Municipal Manager, one or more of the following penalties will be imposed:</p> <ul style="list-style-type: none"> • Cancel the contract and recover all losses or damages incurred or sustained from the Tenderer. • Impose a financial penalty at the discretion of Council <p>Restrict the contractor, its shareholders and directors on obtaining any business from the EMALAHLENI LOCAL MUNICIPALITY for a period of 5 years</p>
F.3.11.5	<p>Evaluation Method 4</p> <p>Which entails the balance between financial offer, preferences and Quality and 80-20 points system, will be adopted.</p>
F.3.18	<p>The number of paper copies of the signed contract to be provided by the Employer is one.</p>
	<p>The additional conditions of Tender are:</p> <ol style="list-style-type: none"> 1 Emalahleni Local Municipality may also request that the Tenderer provide written evidence that his financial, labour and resources are adequate for carrying out the project. 2 The Emalahleni Local Municipality reserves the right to appoint a firm of chartered accountants and auditors and / or execute any other financial investigations on the financial resources of any Tenderer. The Tenderer shall provide all reasonable assistance in such investigations. 3 The Emalahleni Local Municipality reserves the right to appoint a different Contractor for each project. The Tenderer shall be required to complete the form of offer (C1.1) and the Bill of Quantities (C2.2) for each project.

F.3.11.6

Evaluation Criteria

The Construction Firm's tender responsiveness in relation to points is therefore summarized as follows:

Only those tenderers who score a minimum score of **60 points** in respect of the following functionality criteria will proceed to the price and preference goals.

Schedule	Description of Quality Criteria	Maximum number of tender evaluation points
A	Bidders experience	20
B	Quality, Environment and Safety	15
C	Labour Intensive Construction Certificate (LIC)	5
D	Experience of Key Staff	26
E	Registration and affiliations	15
F	Bidders Physical Resources	19
	Maximum total evaluation points for quality (M_s)	100

SCHEDULE A

EVALUATION SCHEDULE: BIDDERS EXPERIENCE

The following is a statement of major works of a similar nature successfully executed by myself/ourselves.

The experience of the tenderer in similar projects or nature or similar areas and conditions in relation to the scope of work for **DUVHA PARK EXT. 2: ELECTRIFICATION OF 500 RDP UNITS** will be evaluated.

Briefly describe company or individual experience in regard to the above scope of work and attach this to this schedule.

NB: Proof of previous work history must be attached for i.e. completion certificates or reference letter that indicates the value of work completed etc.

A summary of the relevant work experience in line with the scope of work should be indicated in the table below: (Any additional information regarding previous work experience can be attached to this schedule).

Employer, contact person and telephone number, where available	Description of work (service)	Value of work (i.e. the service provided) inclusive of VAT (Rand)	Date completed

The scoring of the tenderer's experience will be as follows:

Non-responsive (score 0)	Tenderer has no experience or no information has been provided
No electrification projects completed	0 Points
1-2 Electrification projects worth R6 million or more completed	5 Points
3-4 Electrification projects worth R6 million or more completed	10 Points
5-6 Electrification projects worth R6 million or more complete.	15 Points
7 or more Electrification projects worth R6 million or more completed	20 points

SCHEDULE B

EVALUATION SCHEDULE

QUALITY, ENVIRONMENT AND SAFETY

The schedule quality, environment, and safety of the tenderer in the execution of similar projects or nature or similar areas and conditions in relation to the scope of work for **DUVHA PARK EXT. 2: ELECTRIFICATION OF 500 RDP UNITS** will be evaluated.

The tenderer shall demonstrate that they are in position of SANAS accredited certifications or Management system documentation for quality management, environmental management and health and safety management systems.

NB: Attached SANAS accredited Certification or Management System documents.

NB: Please attach proof of documentation required: Failure to submit the documents will result in no points given

The scoring of the proposed organization and staffing will be as follows:

15	<ul style="list-style-type: none">Valid SANAS accredited ISO:9001 Certification = 5 points, orQuality Management System document = 3 points, orNo SANAS accreditation and QMS document = 0 point
	<ul style="list-style-type: none">Valid SANAS accredited ISO:14001 Certification = 5 points, orEnvironmental Management System document = 3 points, orNo SANAS accreditation and EMS document = 0 point
	<ul style="list-style-type: none">Valid SANAS accredited ISO:45001 or 18001 Certification = 5 points, orHealth and Safety Management System document = 3 points, orNo SANAS accreditation and HSMS document = 0 point

SCHEDULE C

EVALUATION SCHEDULE

LABOUR INTENSIVE CONSTRUCTION CERTIFICATE (LIC)

The tenderer shall submit the labour-intensive construction certificate NQF Level 5 certificate of competence

NB: Please attach proof of documentation required: Failure to submit the documents will result in no points given

The scoring of the proposed organization and staffing will be as follows:

5	Labour Intensive Construction – NQF Level 5 Certificate of Competence = 5 points or
	Labour Intensive Construction – NQF Level 5 Certificate of attendance = 3 points or
	No Certification submitted = 0 points

SCHEDULE D

EVALUATION SCHEDULE

EXPERIENCE OF KEY STAFF

The schedule Experience of Key Staff of the tenderer in the execution of similar projects or nature or similar areas and conditions in relation to the scope of work for **DUVHA PARK EXT. 2: ELECTRIFICATION OF 500 RDP UNITS 12** will be evaluated.

The tenderer should indicate the furnish the Curriculum Vitae, originally certified Qualifications, registrations and project organogram.

NB: No personnel may hold two positions. If one person holds more than one position, points for one position will be awarded and other points will be forfeited.

NB: Please attach proof of documentation required: Failure to submit the documents will result in no points given

The scoring of the proposed organization and staffing will be as follows:

26	7 Points	<ul style="list-style-type: none"> • Construction Health and Safety Agent (PrCHSA) = 7 points, or – Construction Health and Safety Manager (CHSM) = 5 points, or – Construction Health and Safety Officer (CHSO) =3 points.
	7 Points	<ul style="list-style-type: none"> • Site Manager <ul style="list-style-type: none"> – National Diploma in Electrical Engineering (Heavy Current) = 4 points - 3 years or more electrical experience upon obtaining qualification = 3 points.
	7 Points	<ul style="list-style-type: none"> • Site Supervisor <ul style="list-style-type: none"> – in possession of a wireman's license (Installation Electrician) = 4 points - 3 years or more electrical experience upon obtaining qualification = 3 points
	5 Points	<ul style="list-style-type: none"> • Electrician <ul style="list-style-type: none"> - In possession of trade test (Electrician/Millwright) – 3 points - 3 years or more electrical experience up on obtaining qualification = 2 points

SCHEDULE E

EVALUATION SCHEDULE

REGISTRATION AND AFFILIATIONS

The schedule registration as Electrical Contractor of the tenderer in the execution of similar projects or nature or similar areas and conditions in relation to the scope of work for **DUVHA PARK EXT. 2: ELECTRIFICATION OF 500 RDP UNITS** will be evaluated.

NB: Registration must be in the name of the Principal Contractor. In a case of JV registration must be in one of the Company's names in partnership.

NB: Please attach proof of documentation required: Failure to submit the documents will result in no points given

The scoring of the proposed organization and staffing will be as follows:

10	The Valid Registration with the department of Labour (Now known as Department of Employment and Labour) as an Electrical Contractor (as Installation Electrician or higher in the name of the bidder) to be submitted = 15 Points No submission = 0 points
5	Valid Registration with Electrical Conformance Board (ECB) to be submitted = 10 Points No submission = 0 points

SCHEDULE F

EVALUATION SCHEDULE

POSITION OF EQUIPMENT

The schedule equipment of the tenderer in the execution of similar projects or nature or similar areas and conditions in relation to the scope of work for **DUVHA PARK EXT. 2: ELECTRIFICATION OF 500 RDP UNITS** will be evaluated.

This shall be demonstrated by vehicle registration certificates in the company's name, letter by reputable and contactable equipment hiring company specifying an intent to allow contractor to hire

NB: Please attach proof of documentation required: Failure to submit the documents will result in no points given

The scoring of the proposed organization and staffing will be as follows:

19	Resources	Owned	Leased
	Cherry Picker	7 points	4 points
	Truck Mounted Crane	7 points	4 points
	LDV (Bakkie)	5 points	3 points

NB: Failure to attach the methodology may result in no points allocated. The methodology shall be evaluated based on the scenario indicated above. Failure may result in no points.

EMALAHLENI LOCAL MUNICIPALITY



TENDER NO: ELM 11/2023

DUVHA PARK EXT. 2: ELECTRIFICATION OF 500 RDP UNITS

T2.1 LIST OF RETURNABLE DOCUMENTS

The Tenderer must complete the following returnable Schedules:

Returnable Schedules required for Tender evaluation purposes

Form A	Compulsory Enterprise Questionnaire
Form B	Record of Addenda to Tender Documents
Form C	Authority for Signatory
Form D	Preference Schedule
Form E	Schedule of Previous Experience
Form F	Schedule of Current Projects
Form G	Certificate of Attendance at Site Meeting
Form H	Proposed Key Personnel
Form I	Schedule of Plant and Equipment
Form J	Schedule of Proposed Sub-Contractors
Form K	Financial References
Form L	Certificate of Authority of Joint Ventures/ Close corporations/ Partnership/ Company/ Sole proprietor (Certified Copies of the Identity Documents in the Case of sole proprietor)
Form M	Certificate of Registration with CIDB
Form N	Registration on National Treasury Central Supplier Database
Form O	Municipal Rates and Taxes
Form P	Annual Audited Financial Statement for the past three years/ since establishment/ if established in less than three years as required by law

MBD 1	Invitation to Bid
MBD4	Declaration of Interest
MBD 6.1	Preference Points
MBD8	Declaration of bidder's past supply chain management practices
MBD9	Certificate of Independent bid determination

Returnable Documents that will be incorporated into the contract

C1.1	Form of Offer and Acceptance
C1.2	Contract Data (Part 2)
C1.3	Form of Guarantee
C2.2	Bill of Quantities

EMALAHLENI LOCAL MUNICIPALITY



TENDER NO: ELM 11/2023

DUVHA PARK EXT. 2: ELECTRIFICATION OF 500 RDP UNITS

T2.2 RETURNABLE DOCUMENTS

RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

FORM A COMPULSORY ENTERPRISE QUESTIONNAIRE

In the case of a Joint Venture – This questionnaire is to be completed and submitted in respect of each partner.

1. **Name of Enterprise:**
2. **VAT Registration number, if any:**
3. **CIDB Registration number:**
4. **Particulars of sole proprietors and partners in partnership:**

Name	Identity Number	Personal Income Tax Number

* Complete only if sole proprietor or partnership and attach separate page if more than 4 partners.

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

Company Registration Number:

Close Corporation Number:

Tax reference Number:

6. Record in the service of the state:

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

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

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

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

Name of Tenderer: Date:

Signature: Position:

Full name of signatory:

FORM C AUTHORITY OF SIGNATORY

Details of person responsible for tender process:

Name: _____

Contact number: _____

Office address: _____

Signatories for close corporations and companies shall confirm their authority by attaching to this form a **duly signed and dated original or certified copy on the Company Letterhead** of the relevant resolution of their members or their board of directors, as the case may be.

PRO-FORMA FOR COMPANIES AND CLOSE CORPORATIONS:

"By resolution of the board of directors passed on *(date)*

Mr

has been duly authorized to sign all documents in connection with the Tender for Contract Numberand any Contract which may arise there from on behalf of

(BLOCK CAPITALS)

SIGNED ON BEHALF OF THE COMPANY

IN HIS CAPACITY AS

DATE

FULL NAMES OF SIGNATORY

AS WITNESSES: 1.

2.

PRO-FORMA FOR JOINT VENTURES:

Certificate of Authority for Joint Ventures

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms, authorised signatory of the company, acting in the capacity of lead partner, to sign all documents in connection with the tender offer an any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead Partner: CIDB Reg No:		Signature: Name: Designation:
CIDB Reg No:		Signature: Name: Designation:
CIDB Reg No:		Signature: Name: Designation:
CIDB Reg No:		Signature: Name: Designation:
CIDB Reg No:		Signature: Name: Designation:

ATTACH HERETO THE DULY SIGNED AND DATED ORIGINAL
OR CERTIFIED COPY OF AUTHORITY OF SIGNATORY ON
COMPANY LETTERHEAD

FORM D PREFERENCE SCHEDULE – MBD 6.1

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

1. GENERAL CONDITIONS

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

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

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

1.3 Preference points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and Specific Goals	100

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

2. DEFINITIONS

2.1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

2.2 **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

2.3 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;

2.3 **“consortium or joint venture”** 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;

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

2.5 **“EME”** means any enterprise with an annual total revenue of R5 million or less.

2.6 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of

the contract;

- 2.7 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, considering, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.8 **“non-firm prices”** means all prices other than “firm” prices;
- 2.9 **“person”** includes a juristic person;
- 2.10 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.11 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.12 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.13 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.14 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis considering all factors of non-firm prices and all unconditional discounts;
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 Two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

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

Where

- P_s = Points scored for comparative price of bid under consideration
 P_t = Comparative price of bid under consideration
 P_{\min} = Comparative price of lowest acceptable bid

5. Points for Specific Goals

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

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

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

Item no.	The specific goals allocated points in terms of this tender	Number of points (80/20 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)
A total of 15 preference points shall be allocated on a proportional or pro rata basis for contracting an enterprise owned by historically disadvantaged persons or individuals who meet the following requirements -			
1.	for 100% black person or people owned enterprise	5 points	
2.	for at least 30% woman or women shareholding or owned enterprise	5 points	
3.	For at least 30% youth shareholding or owned enterprise	2.5 points	
4.	for at least 30% people living with disability shareholding or owned enterprise	2.5 points	
A total of 5 preference points shall be allocated on a proportional or pro rata basis for implementing of programmes for RDP -			
7.	for enterprise regarded as EME located within the local area of jurisdiction.	5 points	

5.2 POINTS AWARDED FOR SPECIFIC GOALS

5.3

5.4 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:

5.5 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—

5.6 (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

5.7 (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.

6. BID DECLARATION

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
- iv) 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;
- v) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

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

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

**FORM G CERTIFICATE OF ATTENDANCE AT NONE
COMPULSARY BRIEFING MEETING**

I / We acknowledge that the tender briefing was attended by a company representative able to relay the presentation of the works and/ or matters incidental to doing the works in the tender document in order for me/ us to take account of everything necessary when compiling our rates and prices included in the tender.

I/we acknowledge that the attendance register will be used to confirm our company's presence and if found to be absent, will lead to our tender being disqualified.

Name:

Signature:

Capacity:

Date and Time:

Capacity:

Date and Time:

FORM H PROPOSED KEY PERSONNEL

Please attach CVs of the proposed key personnel.

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

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

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

The Tenderer shall attach hereto the *curricula vitae*, in the form included hereafter, of at least the site agent, the foreman, safety officer and the project manager. The information is necessary for evaluation of the tender.

Name of Tenderer:

Date:

Signature :

Full name of signatory:

FORM I SCHEDULE OF PLANT AND EQUIPMENT

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

(a) Details of major equipment owned by me / us and immediately available for this contract.

DESCRIPTION <i>(type, size, capacity etc)</i>	QUANTITY	YEAR OF MANUFACTURE

Attach additional pages if more space is required

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

DESCRIPTION <i>(type, size, capacity etc)</i>	QUANTITY	HOW ACQUIRED	
		HIRE/ BUY	SOURCE

Attach additional pages if more space is required

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

Failure to complete this form properly and correctly, will lead to the conclusion that the tenderer does not have the necessary plant and equipment resources at his disposal, which will prejudice his tender.

Name of Tenderer:

Date:

Signature :

Full name of signatory:

FORM K FINANCIAL REFERENCES

FINANCIAL STATEMENTS

I/We agree, if required, to furnish an audited copy of the last 3 years' set of financial statements together with my/our Directors' and Auditors' report for consideration by the Client.

DETAILS OF TENDERERS BANKING INFORMATION

I/We hereby authorise the Client/Engineer to approach all or any of the following banks for the purposes of obtaining a financial reference:

BANK NAME:									
ACCOUNT NAME: <i>(e.g. ABC Civil Construction cc)</i>									
ACCOUNT TYPE: <i>(e.g. Savings, Cheque etc)</i>									
ACCOUNT NO:									
ADDRESS OF BANK:									
CONTACT PERSON:									
TEL. NO. OF BANK / CONTACT:									
How long has this account been in existence:	<table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="padding: 2px;">0-6 months</td> <td style="width: 30px; text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="padding: 2px;">7-12 months</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="padding: 2px;">13-24 months</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="padding: 2px;">More than 24 months</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table> (Tick which is appropriate)	0-6 months	<input type="checkbox"/>	7-12 months	<input type="checkbox"/>	13-24 months	<input type="checkbox"/>	More than 24 months	<input type="checkbox"/>
0-6 months	<input type="checkbox"/>								
7-12 months	<input type="checkbox"/>								
13-24 months	<input type="checkbox"/>								
More than 24 months	<input type="checkbox"/>								

Name of Tenderer:

Date:

Signature:

Full name of signatory:

FORM L Certificate of Authority of Joint Ventures/ Close Corporations/ Partnership/ Company/ Sole proprietor

Indicate status of Tenderer

the the by

ticking the appropriate box hereunder. The Tenderer must complete the certificate set out below for the relevant category.

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

(I) CERTIFICATE OF COMPANY

I,, chairperson of the Board of Directors of, hereby confirm that by resolution of the Board (copy attached) taken on 20....., Mr/Ms, acting in the capacity of....., was authorized to sign all documents in connection with the tender for Contract No. ELM 05/2023 and any contract resulting from it on behalf of the company.

Chairman:

As Witnesses: 1.....

2.....

Date:

(II) CERTIFICATE FOR CLOSE CORPORATION

We, the undersigned, being the key members in the business trading as.....

..... hereby authorize Mr/Ms, acting in the capacity of....., to sign all documents in connection with the tender for Contract No. ELM 05/2023 and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

(III) CERTIFICATE FOR PARTNERSHIP

We, the undersigned, being the key partners in the business trading as, , hereby authorize Mr/Ms , acting in the capacity of , to sign all documents in connection with the tender for Contract No. ELM 05/2023 and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

(IV) CERTIFICATE FOR JOINT VENTURE

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms , authorised signatory of the company , acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORIZED SIGNATORY
Lead partner		Signature. Name Designation.....
		Signature. Name Designation.....
		Signature. Name Designation.....
		Signature. Name Designation.....

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

(V) CERTIFICATE FOR SOLE PROPRIETOR

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

Signature of Sole owner:

As Witnesses:

Date:

1.....

2.....

FORM M Certificate of Registration with CIDB

The tenderer shall provide a printed copy of the Active Contractor's Listing off the CIDB website. (www.cidb.org.za). Tenderers whose CIDB registration expires within 21 days after close of tender should attach proof of their application for re-registration (refer to Tender Data Clause F.2.1). In the case of a Joint Venture, a printed copy of the Active Contractor's Listing must be provided for each member of the Joint Venture.

Name of Contractor:

Contractor Grading Designation:

CIDB Contractor Registration Number:

Expiry Date:

FORM N Registration on National Treasury Central Supplier

The

tenderer shall provide a printed copy of the Active Supplier Listing on the National Treasury Central Supplier Database. (www.treasury.gov.za). Tenderers who are not registered on the Central Supplier Database should attach proof of their application for registration. In the case of a Joint Venture, a printed copy of the Active Supplier Listing must be provided for each member of the Joint Venture.

Name of Contractor:

Central Supplier Database Supplier Number:

Expiry Date:

FORM O Municipal Utility Account

DECLARATION BY THE TENDERER

I the undersigned _____, has been duly authorized to sign all documents with the Tender for Contract Number _____ on behalf of _____ hereby make a declaration as follows:

(referred to herein as "the Bidder")

1. I declare that the bidder and /or any of its director(s) / member(s) does not owe the municipality, or any other municipality and/or municipal entity any amount which is in arrears in respect of any municipal rates and taxes or municipal service charges.
2. I understand and accept that in the event that this declaration is proved to be false, the bid shall be rejected forthwith. All other rights of the municipality (including but not limited to the right to claim damages where applicable) shall remain reserved in full.

SIGNED ON BEHALF OF THE COMPANY

IN HIS CAPACITY AS

DATE

FULL NAMES OF SIGNATORY

Utility Account Number	Name of Municipality	Name of Owner

ATTACH AN ORIGINAL OR A CERTIFIED COPY OF A MUNICIPAL UTILITY ACCOUNT

(NOT OLDER THAN THREE (3) MONTHS)

Important: Note the following

- List Account(s) registered either in the name(s) of the Director(s) or the Company on the declaration form attached hereto.

Attach Municipal Utility account of Company's registered office (if applicable) and in case of leased premises, attach lease agreement and the services account of leased premises. (issued in the name of the bidding company)

FORM P Annual Audited Financial Statements

The tenderer must attach to this page the Annual Audited Financial Statement for the past three years/ since establishment in less than three years as required by law.

MBD1

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)			
BID NUMBER:		CLOSING DATE:	
DESCRIPTION	DUVHA PARK EXT. 2: ELECTRIFICATION OF 500 RDP UNITS		
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).			

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

SUPPLIER INFORMATION

NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE	NUMBER	
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
TAX COMPLIANCE STATUS	<input type="checkbox"/> QS PIN:	<input type="checkbox"/> OR	CSD No: <input type="checkbox"/>
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes No [IF YES, ANSWER PART B:3]
SIGNATURE OF BIDDER	<input type="checkbox"/>	DATE	<input type="checkbox"/>
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT		CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

MBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholder²):
.....

2.4 Company Registration Number :

2.5 Tax Reference Number :

2.6 VAT Registration Number:

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

¹“State” means –

(a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);

(b) any municipality or municipal entity;

(c) provincial legislature;

(d) national Assembly or the national Council of provinces; or

(e) Parliament.

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

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

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

.....

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

.....

Position occupied in the state institution:

.....

Any other particulars:

.....

.....

.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attached proof of such authority to the bid document? **YES / NO**

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

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

.....

.....

.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

.....

.....

.....

4 DECLARATION

I THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME

IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF

CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

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

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

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
Total points for Price and SPECIFIC GOALS	100

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

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

2. DEFINITIONS

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

(d) “**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

(e) “**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:

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

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:

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

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—
- (c) 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
 - (d) 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 tenderers: The tenderer must indicate how they claim points for each preference point system.

Item no.	The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)
A total of 15 preference points shall be allocated on a proportional or pro rata basis for contracting an enterprise owned by historically disadvantaged persons or individuals who meet the following requirements -			
1.	for 100% black person or people owned enterprise	5 points	
2.	for at least 30% woman or women shareholding or owned enterprise	5 points	
3.	For at least 30% youth shareholding or owned enterprise	2.5 points	
4.	for at least 30% people living with disability shareholding or owned enterprise	2.5 points	
A total of 5 preference points shall be allocated on a proportional or pro rata basis for implementing of programmes for RDP -			
7.	for enterprise regarded as EME located within the local area of jurisdiction.	5 points	
The Municipality will utilize the CSD report for the above-mentioned information.			

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:

- vi) The information furnished is true and correct;

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

viii) 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;

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

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was Applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		

4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply With the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	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

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. Disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. Cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

²Bid 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.

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

MBD 9

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 consortium³ 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.

MBD 9

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

EMALAHLENI LOCAL MUNICIPALITY



TENDER NO: ELM 11/2023

DUVHA PARK EXT. 2: ELECTRIFICATION OF 500 RDP UNITS

C. THE CONTRACT

Part C1: Agreements and Contract Data

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data
- C1.3 Form of Guarantee

Part C2: Pricing Data

- C2.1 Pricing Instructions
- C2.2 Bills of quantities

Part C3: Scope of Work

- C3 Scope of Work

Part C4: Site Information

- C4 Site Information

Part C5 : Relevant Documentation

- C5 Health & Safety Specifications

EMALAHLENI LOCAL MUNICIPALITY



TENDER NO: ELM 11/2023

DUVHA PARK EXT. 2: ELECTRIFICATION OF 500 RDP UNITS

C1 AGREEMENTS AND CONTRACT DATA

C1.1 Form of Offer and Acceptance

C1.2 Contract Data

C1.3 Form of Guarantee

C1.1 FORM OF OFFER AND ACCEPTANCE

OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works: **DUVHA PARK EXT. 2: ELECTRIFICATION OF 500 RDP UNITS**

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

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

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

.....

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

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

Signature(s) _____

Name(s) _____

Capacity _____

For the tenderer _____
(Name and address of organisation)

Name & Signature
Of Witness _____
Name Date

ACCEPTANCE

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

The terms of the contract are contained in:

- Part 1 Agreements and Contract Data (which includes this Agreement)
- Part 2 Pricing Data
- Part 3 Scope of Work
- Part 4 Site information
- Part 5 Additional Documentation

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

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised 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. Unless the Tenderer (now Contractor) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

Signature(s) _____

Name(s) _____

Capacity _____

For the tenderer _____

(Name and address of organisation)

Name & Signature

Of Witness _____

Name

Date

SCHEDULE OF DEVIATIONS

Notes:

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

1	Subject _____ Details _____
2	Subject _____ Details _____
3	Subject _____ Details _____
4	Subject _____ Details _____
5	Subject _____ Details _____
6	Subject _____ Details _____

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the Offer agreed by the Tenderer and the Employer during this process of Offer and Acceptance. It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

FOR THE TENDERER:

Signatures (s) _____

Name(s) _____

Capacity _____

(Name and address of Organisation)

Name & Signature

Of Witness _____ Date _____

FOR THE EMPLOYER

Signatures (s) _____

Name(s) _____

Capacity _____

(Emalahleni Local Municipality – Mandela Street)

Name & Signature

Of Witness _____ Date _____

C1.2 CONTRACT DATA

PART 1: DATA PROVIDED BY THE EMPLOYER

CONDITIONS OF CONTRACT

The Conditions of Contract are the *General Conditions of Contract for Construction Works (2015)* published by the South African Institution of Civil Engineering. Copies of these conditions of contract may be obtained from the South African Institute of Civil Engineering (Tel: 011 805 5947).

Each item of data given below is cross-referenced to the clause in the Conditions of Contract to which it mainly applies.

PART 1: Data provided by the Employer

Clause	Data
1.1.1.15	The Name of the Employer is Emalahleni Local Municipality
1.2.1.2	The address of the Employer is: CNR Mandela & Arras Street eMalahleni 1035 Telephone: 013 690 6300 Facsimile: 013 690 6207
5.8.1	The special non-working days are the official builder's holiday plus all statutory public holidays. The year-end break commences on 15 December and ends on 5 January .
5.13.1	The penalty for failing to complete the works is 3,75c per R100 per day of the contract value.
6.2.1	Public liability insurance to a maximum of R1 million.
5.2.1	The Contractor shall commence executing the Works within 14 days from the Commencement Date.
5.5.1 1.1.1.14	The Works shall be completed within the timeframe stated by the contractor at tender stage.
5.6.1	The Contractor shall deliver his programme of work within 14 days.
8.6.1.1.2	The value of the materials supplied by the Employer to be included in the insurance sum is nil.
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is nil.
5.1.1	The Works shall be completed within the timeframe stated by the contractor

PART 1: DATA PROVIDED BY THE CONTRACTOR

The Contractor is advised to read the *General Conditions of Contract for Construction Works (3RD EDITION 2015)*, published by the South African Institution of Civil Engineering, in order to understand the implications of this Data which is required to be completed.

Each item of data given below is cross-referenced to the clause of Conditions of Contract to which it mainly applies.

Clause	Data
1.1.1.9	The Contractor is: Name:
1.2.1.2	The Address of the Contractor is: Address (physical): Address (postal): Telephone: Facsimile: E-mail:
6.5.1.2.3	The percentage allowance to cover overhead charges is

C1.3 FORM OF GUARANTEE

FORM OF GUARANTEE

TENDER NO: ELM /.....

DUVHA PARK EXT. 2: ELECTRIFICATION OF 500 RDP UNITS

WHEREASat
EMALAHLENI LOCAL MUNICIPALITY
(Hereinafter referred to as "the Employer")

entered into, on the Day of2023, at

a Contract with

at
(Hereinafter called "The Contractor")

for the **DUVHA PARK EXT. 2: ELECTRIFICATION OF 500 RDP UNITS** as per Scope of work AND WHEREAS it is provided by such Contract that the Contractor shall provide the Employer with security by way of suretyship for the due and faithful fulfillment of such Contract by the Contractor;

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

NOW THEREFORE WE,
do hereby guarantee and bind ourselves jointly and severally as Sureties and Co-principal Debtors to the Employer under renunciation of the benefits of division and execution for the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions.

1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorised and/or contemplated by the terms of the said contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Due Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Due Completion Date which the Employer may make, give, concede or agree to under the said Contract.
2. The Employer shall be entitled, without reference to us, to release any securities held by it, and to give time to or compound or make any other arrangement with the Contractor.
3. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.
4. Our total liability hereunder shall not exceed the sum of (R.....).

5. We hereby choose domicilium citandi et executandi for all purposes arising hereof at

.....

IN WITNESS WHEREOF this guarantee has been executed by us at on

this..... day of 20

As witnesses:

1. Signature

2. Duly authorised to
sign on behalf of

Address

.....

.....

EMALAHLENI LOCAL MUNICIPALITY



TENDER NO: ELM 11/2023.

DUVHA PARK EXT. 2: ELECTRIFICATION OF 500 RDP UNITS

C2 PRICING DATA

C2.1 PRICING INSTRUCTIONS

C2.2 BILL OF QUANTITIES

EMALAHLENI LOCAL MUNICIPALITY



TENDER NO: ELM /

DUVHA PARK EXT. 2: ELECTRIFICATION OF 500 RDP UNITS

C2.1 PRICING INSTRUCTIONS

1. Measurement and payment shall be in accordance with the relevant provisions of the SABS/SANS 1200 sections.
2. The units of measurement described in these Bills of Quantities are metric units. Abbreviations used in these Bills of Quantities are as follows:

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

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

Unit: The unit of measurement for each item of work as defined in the SABS/SANS 1200.

Quantity: The number of units of work for each item.

Rate: The agreed payment per unit of measurement.

Amount: The product of the quantity and the agreed rate for an item.

Lump sum: An agreed amount for an item, the extent of which is described in the Bills of Quantities but the quantity of work of which is not measured in any units.

4. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
5. It will be assumed that prices included in the bills of quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards)
6. The prices and rates in these Bills of Quantities are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out.
7. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered such items
8. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
9. The quantities set out in these Bills of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in these Bills of Quantities.
10. Reasonable compensation will be received where no pay item appears in the Bills of Quantities in respect of work required in terms of the Contract and which is not covered in any other pay item.
11. The short descriptions of the items of payment given in these Bills of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
12. The payment reference numbers appearing in the Bills of Quantities refer to the corresponding item numbers in the SABS/SANS 1200.
13. Those parts of the contract to be constructed using labour-intensive methods have been marked in the Bills of Quantities with the letter L in a separate column filled in against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work,

is a variation to the contract. The items marked with the letter L are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour-intensive specification in the Scope of Works.

- 14 Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.
- 15 The quantities allocated in the Bill of quantities are for evaluation purposes only, therefore the allocation of work will be subject to the availability of the budget in the financial year.

15.1 General

- a) The contractor must price each item in the bill of quantities in **BLACK INK.** Reproduced computer printouts of the bills of quantities will not be acceptable.
- b) The rates and prices to be inserted in the bill of quantities shall cover all the services and incidentals for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.
- c) A price or rate is to be entered against each item in the bill of quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the bill. The contractor will not be paid for items against which no rate or lump sum has been entered in the bill of quantities.
- d) Should the contractor indicate against any item that compensation for such item is included in another item, the rate for the item included in another item shall be deemed nil.
- e) **ALL SUCCESSFUL BIDDERS PRICES SHALL BE ADDED AND AN AVERAGE OF ALL SHALL CONSTITUTE THE FINAL RATE ON THAT SPECIFIC ITEM**

EMALAHLENI LOCAL MUNICIPALITY



TENDER NO: ELM /.....

DUVHA PARK EXT. 2: ELECTRIFICATION OF 500 RDP UNITS

C2.2 BILL OF QUANTITIES

EMALAHLENI LOCAL MUNICIPALITY



TENDER NO: ELM

DUVHA PARK EXT. 2: THE ELECTRIFICATION OF 500 RDP UNITS

C2.2 BILL OF QUANTITIES

ITEM	DESCRIPTION	UNIT	QTY	MATERIAL RATE	MATERIAL AMOUNT	LABOUR RATE	LABOUR AMOUNT	TOTAL AMOUNT
	SECTION A							
	PRELIMINARY AND GENERAL CHARGES							
A.1	GENERAL Allow for complying with all Special Preliminary & General conditions and Contract and Labour requirements, for site establishment and for providing a site office and suitable water, sanitary & first-aid services, fire extinguishers, security lighting, barricading, warning signs and public safety for attending all inspections and site meeting. (Contractor, Client and Engineer)	Sum						
A.2	SITE ESTABLISHMENT Provide for storage of plant, materials and equipment on site including protection thereof and for obtaining and providing all sureties and insurances called for in terms of this contract.	Sum						
A.3	PERMITS AND NOTICES Allow for obtaining all necessary permits for transport of equipment and/or giving of notices to any other authority or institute involved, as well as co-operation agreements with other traders/contactors involved.	Sum						
A.4	COMMISSIONING & TESTING Supply all test equipment & labour for testing, commissioning and adjustments of the final installation as well as being in attendance for any inspections and tests that the Engineer may call for.	Sum						
A.5	GUARANTEE Allow for a guarantee period of 12 months against defects in equipment, material & workmanship, but excluding abuse, wear and tear and normal maintenance.	Sum						
A.6	PROJECT BOARD Allow for name board (1850 x 1850mm), with the projects, contractor, client and consultants details on - prior approval from consultant required.	Sum						
A.7	SUB-CONTRACTOR Any cost for Hiring of machinery, sub-contractors, specialist services, factory inspections, etc.	Sum						
A.8	ADDITIONAL ITEMS Any additional item(s) that the Tenderer 'may wish to detail and price to complete the project.							
	1. Community Liason Officer	Months	6					
	2. Training & Skills transfer	Sum	100%					
	3. Safety Officer to comply with OHS ACT (Act 85 of 1993)	Sum	100%					
	4. Land Surveyor	Sum	100%					
	5. Site Supervision	Sum	100%					
	6. Geotech Study / investigation	Sum	100%					
TOTAL FOR SECTION A CARRIED TO SUMMARY								

<u>SECTION B - SUPPLY and DELIVERY OF MATERIAL & LABOUR FOR 400V RETICULATION.</u>								
B.1	- Supply, delivery and installation of Aerial Bundle Conductor 600/1000V(Steel Reinforced with bare neutral) to SABS1418:							
B.1.1	- 70 x 3core + 1 x 54,6 mm ² bare neutral	m	5230					
B.1.2	Supply, delivery and installation of the following LT 11m pole with 180mm top diameter.	m	133					
B.2	Supply, delivery and installation of the following LT pole structures on this 11m poles.							
B.2.1	End Structure (ER-003) complete	No	20					
B.2.2	End Structure (ER-13) complete connecting to transformer LT box on 225Amp Circuit Breaker. Include Glands + Shrouds and Lugs	No	19					
B.2.3	T-Off Structure (ER-005) complete	No	1					
B.2.4	Strain Angle (0-30) Structure (ER-007) complete	No						
B.2.5	Strain Angle (30-90) Structure (ER-008) complete	No	15					
B.2.6	Intermediate Structure (ER-004) complete with pole	No	121					
B.2.7	Stay Assembly Structure (ER-001) complete	No	24					
B.2.8	11m Strut Structure with bracket and accessories complete with 11m pole	No	14					
B.3	Supply, deliver and installation of LT Tamper Proof pole mounted enclosure for overhead house connections. Box must include 50A, 5kA, MCB's (Slow Curve) and space for SPLIT PRE-PAID metering (Conlog BEC 44 (x) PLC) complete with wiring and stand numbers. Fitted with Electromechanically lock only accessible with an electronic key/tag as per specification. (ER-033)							
	- 2 Way	No	16					
	- 4 Way	No	105					
	- 6 Way	No	18					
TOTAL FOR THIS PAGE CARRIED OVER TO NEXT PAGE								

TOTAL FROM PREVIOUS PAGE							
B.4	Electronic Keys/Tags for kiosks above	No	2				
B.5	Supply, deliver and installation of Transformer Distribution box complete with 1 x Main Breaker (450A 20kA) ,(3 x 225Amp, 20kA Feeders) and 1 x 80Amp, 20kA breakers to be mounted against transformer pole. All live parts must be covered. Complete with all brackets. (With remote/Electronic lock as well as pad lockable)						
B.5.1	- 315kVA Transformer (Main Breaker 450A)	No	8				
B.6	Supply and Deliver all required labels (Kiosks No.) and required danger signs complete, for Low voltage network.	Sum	100%				
B.7	Excavation, backfilling, compacting and to tidy up of pole excavations						
	- Intermediate	No	151				
	- Hard Rock	No	20				
B.8	Supply, deliver and installation of: 7m (120/140) Wooden pole to accommodate overhead service connection slack of house connections, complete with Airdac tension clamp, pig tail & securing devices, installation and compaction form part of this item, complete. This include the digging of hole and planting of poles.	No	149				
B.9	Installation of earthing system complete, for Low voltage network at transformer structure. (See drawing ER - 030, Sheet 1 of 2 & Sheet 2 of 2)	Sum	100%				
B.10	MISCELLANEOUS Any material and labour cost the tenderer would like to include to bring about the complete reticulation system.	Sum	100%				
TOTAL FOR SECTION B CARRIED TO SUMMARY							

<u>SECTION C</u>								
	<u>11kV RETICULATION</u>							
C.1	Supply, deliver and installation of 315kVA, 11kV/415V, Cu/Cu windings pole mounted transformer complete with surge arrestors and drop-out fuses.	No	8					
C.2	2 x 70mm ABC cable connection between Transformer and LT Kiosk complete with all Lugs, Glands, shrouds and all accessories.	No	8					
C.3	Supply and Deliver all required labels (Transformer No.) and required danger signs complete, for Medium voltage network.	Sum	100%					
C.4	Supply and install Mink, ACSR conductor for overhead lines.	m	8100					
C.6	Installation of earthing system complete, for 11kV network at transformer structure. (See drawing ER - 030, Sheet 1 of 2 & Sheet 2 of 2)	Sum	100%					
C.7	Determination of soil resistivity before and after installation of earthing equipment.	sum	100%					
C.8	Supply, delivery and installation of the following pole structures accessories and Insulators complete.							
C.8.1	11m pole with 180mm top diameter	No	34					
C.8.2	11kV 2 Pole Transformer Structure complete with poles & Drop out Fuses (ER-13) (20A Fuses)	No	8					
C.8.3	11kV Intermediate Structure complete (ER-14)	No	11					
C.8.4	11kV End/Strain Angle Structure complete	No	15					
C.8.5	Intermediate 11kV/ABC Structure (ER-020) complete	No	15					
C.8.6	Stay Assembly Structure (ER-001) complete	No	11					
C.8.7	Strain Angle (30-90) Structure complete with pole (ER-27)	No	7					
C.8.8	Strain Angle (30-90, T-Off) 11kV/415V ABC Structure (ER-037) complete	No	1					
TOTAL FOR THIS PAGE CARRIED OVER TO NEXT PAGE								

TOTAL FROM PREVIOUS PAGE							
C.8.9	11m Strut Structure with bracket and accessories complete with pole	No	18				
C.9	Excavation, bedding, backfilling, compacting and to tidy up of pole excavations and stays.						
	- Intermediate	No	58				
	- Hard Rock	No	10				
C.10	Pegging and clearing of line route.	sum	100%				
C.11	Supply delivery and installation of 3 x 50mm ² Cu XLPE SWA cable 6.6/11kV (Type A)	m	150				
C.12	Supply delivery installation and connecting of an outdoor termination kit for 11kV cable as specified above (complete with lugs)	No	1				
C.13	Supply delivery installation and connecting of an indoor termination kit for 11kV cable as specified above.(complete with lugs)	No	1				
C.14	Trenching 1m deep 400mm wide + bedding + cable detector tape + backfilling + levelling for 11kV cable as specified above (ER-38)	m	100				
C.15	Supply and install set of Surge arrestors (3/set) and Fuse links (100A) on first pole with cross arms, connections and earthing complete. (ER-16)	Set	1				
C.15	Supply and install of 160mm galvanised kick pipe complete as per drawing (ER-16)	m	3				
C.16	MISCALLANEOUS	Sum	100%				
	Any material and labour cost the tenderer would like to include to bring about the complete reticulation system.						
TOTAL FOR SECTION C CARRIED TO SUMMARY							

SECTION D							
SERVICE CONNECTIONS : PRE-PAYMENT METERING							
D.1	Supply and Install only of 10mm ² AIRDAC (3 Core) SNE for service connections to consumers.	m	11945				
D.2	Supply and Install of a fibre glass Ready Board unit, for each dwelling complete with fibre glass bulkhead and 8W LED Globe. (40A single pole overload, 25mA double pole earth leakage unit, 2x 20A for plugs, 1 x 10A for light (2 x 15A Plugs)(1 x 2 point Plug) (1 x USB port)	No	500				
D.3	Supply and Install Conlog BEC 44 (x) PLC Meter complete in kiosks (Item B3) configured by default 40Amp according to Emalaheni Local Municipality specifications.	No.	500				
D.4	Any material and/or labour the tenderer wish to include to bring about the complete service connection to each consumer, e.g. bolts & nuts, etc. (See drawing ER-033 for mounting brackets against houses)	Sum	100%				
D.5	Any material and/or labour the tenderer wish to include to bring about the complete service connection to each consumer, e.g. bolts & nuts, etc. (See drawing ER-033 for mounting brackets against houses)	Sum	100%				
D.6	Capture and upload customer data, liaise with ELM and assist with registering of consumers.	Sum	100%				
D.7	Certificate of Compliance for each consumer and all required test certificates.	No.	500				
D.8	Supply, deliver and installation of Airdac Wedge Strain clamps complete with bolts(Pig Tails) and fittings to be installed at and to each house for overhead service connection cable.	No	1640				
D.9	OTHER ADDITIONAL ITEMS Any additional item(s) required by ELM to complete the project.						
D9.1	Surge Wave Generator Tester	No	1				
D9.2	Laptop	No	1				
D9.3		No	1				
TOTAL FOR SECTION D CARRIED TO SUMMARY							

SECTION E - CONTINGENCY								
To be expended as and when required upon instructions from the Engineer and against which the contractor shall have no claim except where such instruction is passed.		Sum	100%	R 300 000.00	R 300 000.00	R 50 000.00	R 50 000.00	R 350 000.00
TOTAL FOR CONTINGENCY CARRIED TO SUMMARY					R300 000.00		R50 000.00	R350 000.00
SUMMARY								
ITEM	DESCRIPTION	MATERIAL AMOUNT			LABOUR AMOUNT		AMOUNT	
Sec. A	Preliminary and General							
Sec. B	LV Reticulation							
Sec. C	11kV Reticulation							
Sec. D	Service Connections							
Sec. E	Contingency	R 300 000.00			R 50 000.00		R 350 000.00	
Total Construction Cost								
15% VAT								
TOTAL TENDER COST								

EMALAHLENI LOCAL MUNICIPALITY



TENDER NO: ELM 11/2023

DUVHA PARK EXT. 2: ELECTRIFICATION OF 500 RDP UNITS

SUMMARY OF BILL OF QUANTITIES

SCHEDULE	DESCRIPTION	TENDERED AMOUNT (VAT Inclusive)
1	Preliminary & General	
2	LV Network	
3	11kV Network	
4	Service Connections	
5	Contingencies	
TOTAL AMOUNT OF TENDER CARRIED TO FORM OF OFFER AND ACCEPTANCE		

EMALAHLENI LOCAL MUNICIPALITY



TENDER NO: ELM 11/2023

DUVHA PARK EXT. 2: THE ELECTRIFICATION OF 500 RDP UNITS

C3 SCOPE OF WORK

All definitions, interpretations and general provisions for the General Conditions of Contract for Construction Work (2015) (3rd edition) are applicable.

3.1. GENERAL INFORMATION

3.2. SITE

3.3. SITE CONDITIONS

3.4. CONSTRUCTION PROGRAM

3.5. SERVICE CONDITIONS

3.6. PROJECT DESCRIPTION

3.7. LAWS AND REGULATIONS

3.8. DRAWINGS

3.9. CONTRACTOR TO INFORM AND SATISFY HIMSELF FULLY AS TO ALL CONDITIONS AFFECTING THE CONTRACT PRICE

3.10. NOTICES

3.11. DRAWINGS, SAMPLES AND PATTERNS

3.12. SITE MEETINGS

3.13. NOTICE BY CONTRACTOR OF WORK BEING COVERED OR BUILT-IN

3.14. APPLICABLE SPECIFICATIONS

**Emalahleni Local Municipality
ELECTRIFICATION OF 500 RDP UNITS IN DUVHA PARK EXTENSION 2**

BID No.: ELM 11/2023

SCOPE OF WORKS

3.1. GENERAL INFORMATION

3.1.1. This tender covers the electrification of 500 RDP Units in Duvha Park Extension 2 consisting of:

- A) Supply and installation of 400V reticulation.
- B) Supply and installation of 11kV reticulation.
- C) Supply and installation of Services connections.

3.1.2. This project entails the installation overhead 11kV/400V network, constructed on wooden poles for residential consumers at Duvha Park.

3.1.3. The main aim of this project is to install an 11kV Overhead electrical network and 400V overhead Bundle Conductor system. The 11kV Pole Mounted transformers will feed overhead Bundle Conductor system as per Bill of Quantities. The pole mounted boxes for the service connection cables must be supplied complete with circuit breakers and SMART METERING.

3.2. SITE

The site is at EMALAHLENI situated in Duvha Park.

The Contractor will have to provide the following:

- ❖ Sanitation on site for his own use,
- ❖ All telephone facilities,
- ❖ Water and electricity for construction purposes and
- ❖ All the necessary housing facilities for his personnel.
- ❖ The Contractor shall provide in the above yard an equipped site office of sufficient size to accommodate site meetings and to keep all drawings and documents needed for the works.

Tenderer's must, before submitting their tender, carry out a compulsory site inspection in order to acquaint themselves with the site conditions, access, etc.

Tenderer's must allow for all conditions on site in their tender, since extra claims arising from difficult site conditions in respect of transport, handling, soil conditions, loading, off-loading, labour, housing, labour unrest, etc., will not be considered.

3.3. SITE CONDITIONS

The Tenderer must note the following aspects with regard to site conditions and shall include these conditions in the relevant items in the Bill of Quantities.

- **No crane is available for off-loading and must therefore be supplied by the Contractor.**
- **Prevailing natural gradients are as follows:**

<i>Flat</i>	80%
<i>Slight slope</i>	20%
- **Ground conditions vary from soft pick able to intermediate on average.**

3.4. CONSTRUCTION PROGRAM

Construction work under this contract will start not later than 4 weeks after site hand over and will be completed not later than 4 months after site handover.

3.5. SERVICE CONDITIONS

All equipment and materials shall be rated for operation under the following conditions:

Primary Voltage	11kV
Secondary Voltage	415V
Frequency	50Hz
Phases	3.
Average max. temp	33 degrees C
Average min. temp	3 degrees C
Lightning	Severe
Hail	Severe

PROJECT DESCRIPTION

3.6.

3.6.1. GENERAL

Tenders are invited for the installation of electrical infrastructure for DUVHA PARK EXTENSION 2, consisting of:

- A) Supply and installation of 11kV Overhead lines.
- B) Supply and installation of Pole Mounted Transformers.
- C) Supply and installation of 1000/600 volt ABC conductors.
- D) Supply and installation of pole boxes for service connections.
- E) Supply and installation of Ready Boards.

Due to the nature of this project the quantities in the Bill of Quantities must be seen as approximate and each and every part of the work has to be measured before any completion of payment.

3.6.2. *DELIVERY AND TRANSPORTATION*

The transportation to site, off- loading, erection and testing of the complete system forms part of this contract. The Contractor is to make his own arrangements regarding the selection of a suitable route and obtaining the approval of the relevant authorities to transport an abnormal load (if necessary) along the selected route.

3.6.3. *315kVA, 11kV/400V POLE MOUNTED TRANSFORMERS*

The ABC conductors will be fed with 225A, 25kA circuit breakers from the transformer kiosks.
High voltage side:

One set of surge arrestors.

One set of 20A drop out fuses.

Transformer:

- Pole mounted, 315 kVA, 11kV/400/230 volt transformer DYN 11 with copper windings as sealed unit.
- Off load Tap switch according to SABS.
- Oil level indicator.
- Thermostat pocket including thermostat.
- All danger signs.

NO SECOND HAND OR RECONDITIONED UNITS WILL BE ACCEPTED.

TRANSFORMER DISTRIBUTION KIOSK

Transformer No	To be submitted by client
Size	315 kVA
Main Circuit Breaker 3 phase	450 A
<u>FEEDER BREAKERS:</u> 3 x 225A, 25kA (Triple pole) 1 x 80A, 5kA (Triple pole for 16mm ² Street Light supply cable)	

ALL LIVE PARTS IN THE LT COMPARTMENT MUST BE COVERED TO AVOID ANY INADVERTENT CONTACT WHEN ANY CUBICLE DOOR IS OPENED. (IE. CIRCUIT BREAKER COVERS AND THE ENCLOSURE OF ALL CURRENT-CARRYING EQUIPMENT)

All equipment and doors must be labeled. Further requirements are as follows:

Low voltage pole mounted kiosk:

- ◆ Mounting rack for cable glands
- ◆ Mounting rack for LY 603 circuit breakers
- ◆ 4 Bus bars on mounting insulators
- ◆ 1 Earth bar
- ◆ All live terminals to be covered
- ◆ All danger signs
- ◆ Doors with provision to be locked by means of pad locks
- ◆ All circuit breakers to be labeled.

3.6.4. *DISTRIBUTION BOXES*

The distribution boxes will be manufactured from 3CR12 material according to Drawing No. ER-033. The boxes must be lockable with a 40mm standard Emalahleni Municipality master key.

The boxes will be fully wired with 50 Amp, 5kA, curve 1, Heinemann circuit breakers for the number of consumer connections. Tenderers must supply only Copper cable of size 25mm² from the ABC piercing connectors to the boxes.

All circuit breakers will be marked clearly and correctly.

Tenderers must make sure that the space inside the pole mounted kiosks is enough for the circuit breakers and Split Pre-paid meters as specified in 3.6.6. The Conlog BEC 44(x) Power-Rail PLC meter needs to be installed inside the kiosk with the circuit breakers. The tenderer need to supply drawings for approval before manufacturing of kiosks took place.

The kiosk will be fully wired with 60 Amp, 3 Phase, 5kA, curve 1, Heinemann circuit breakers. All circuit breakers will be marked clearly and correctly. All MCB's and CABLES will be labeled clearly with stand numbers.

PROTECTIVE ENCLOSURES SPECIFICATION

LOW VOLTAGE METERING ENCLOSURES SPECIFICATION

- The enclosures shall be manufactured from Mild Steel with a minimum thickness of 3mm according to SANS 1431, grade 350WA.
- The Mild Steel shall be treated for corrosion as follows:
 - a. Edge primer of zinc phosphate of between 20 and 25 micron thick.
 - b. Powder Coating of between 70 and 90 micron thickEnclosures should be manufactured in such fashion that the pole mount brackets("round shape") should fit around the pole.
- Doors shall be fitted with an internal tamper proof independent locking arrangement system. There shall be no external hinges or holes, hinges shall be robust and vandal proof.

- The tamper proof locking arrangement must be designed in order to allow opening and closing from a control room as well as on site by an operator.
- The enclosure shall be robust enough to prevent tampering
- The enclosure shall be weather proof and safe to operate in any weather condition.

The roof of the enclosure shall be sloping

The enclosures shall be manufactured to host either 4 pre-payment meters (4 way) with their circuit breakers of 6 pre-payment meters (6 way) with their circuit breakers.

Doors shall be fitted with an electrical danger notice made from chromadek with a minimum measurement of 150mm (W) x 150mm (L). Labelling shall be done with UV and Weather resistance material.

Danger notices shall be secured to the doors by means that is cannot be removed without the assistance of tools, no stickers.

Danger notices shall be weatherproof and UV resistant and shall be prescribed by SANS 0142 and the "Occupational, Health and Safety Act".

The enclosure shall have a pleasing appearance. The colour of the enclosure shall be to SANS 1091, colour is Avocado green.

Enclosures shall be fitted with the Full management electronics with electronic key as specified:

Programmable Smart Electronic keys is required to have mechanical security as well as access control software security. Master keys must have audit trails.

Electronic key must have Bluetooth capabilities

Smart Bluetooth key must have its own mechanical security features

Smart Bluetooth key must have its own software security features

The Smart electronic key shall be programmable for single or multiple opening of one or more enclosures.

In case where a key is lost, it shall be possible to disable that key so that it cannot be used.

Keys shall be reprogrammable such a way that multiple keys can be used to open a single enclosure and a single key is capable of opening multiple enclosures.

Keys must have its own unique marking number and uniquely assigned to individual users.

Smart keys must have unique pin to update key information.

All key usage shall trigger an audit log of the key and shall be recorded with the date and time stamp. In addition, all programming, key assignment, movement and related events to the key shall be recorded in the audit log.

Keys shall be able to open all assigned enclosures in case of a total loss of network power.

The system shall be programmable to assign to one or more users, user group, geographical and operational areas.

Users of the reporting systems shall be granted access based on area of business Operations according to the geographical boundaries defined by municipality.

The System shall be able to report based on the Municipality operational areas.

D2 .6 CONSTRUCTION UNDER LABOUR-INTENSIVE METHODS

The following operations may be constructed using labor-intensive methods:

D2.6.1 Excavation of trenches for the reticulation of all voltages.

D2.6.2 Excavation for and planting/installation of poles for overhead lines

D2.6.3 Installation of all electricity cables (joints and terminations by qualified persons)

D2.6.4 Installation and drilling for the electrical LV ready boards.

ANNEXES:

Annexure A: BILL OF QUANTITIES

Annexure B: DUVHA PARK EXTENSION 2. 500 UNITS SITE MAP

Annexure C: DUVHA PARK EXTENSION 2. 500 UNITS ELECTRIFICATION NETWORK.

Annexure D: SPECIFICATIONS - Low Voltage Protective Enclosure.

Annexure E: PRACTICE NOTE: Workplace Readiness

Annexure F: EPWP, DMRE Schedule of EPWP, SMME, SWO and BEE

Annexure G: Government Procurement – General Condition of Contract.

3.6.5. *READY BOARD*

The ready board shall be manufactured from fibre glass.

The following equipment shall form part of the ready board and will be priced accordingly.

- 2 x industrial switch plugs
- 1 x 40A Double Pole Circuit Breaker 4kA
- 1 x 2 Point Plug
- 1 x USB Plug
- 1 x 100W bulk head with 8W LED Globe
- 1 x 40A earth leakage unit no over-load
- 2 x 15A 2.5kA single pole circuit breakers
- 2 x 10A 2.5kA single pole circuit breakers

All circuit breakers shall be marked correctly and clearly.

3.6.6. *PLC SPLIT METER*

Conlog BEC 44 (X) PLC split type meters shall be used for this project.

The successful tender shall activate the prepaid metering system after successful energization of the complete MV and LV system.

EARTHING

All earthing will be done by means of trench earthing.

The Tenderer shall allow in the Bill of Quantities for the determination of soil resistivity after the installation of the earthing system (The contractor shall determine the soil resistivity in the presence of the Engineer). The earthing of the high voltage and low voltage network will be separately.

3.6.7. *11kV OVERHEAD LINES*

The overhead line will be constructed on pole structures as per detail drawings set out in this document. The conductor to be used will be ACSR of size Mink. All wooden poles will be **11m in length with 180mm top diameter**.

Tenders must complete the tables of the detail drawings to make sure that all material are included to complete the pole structures.

3.6.8. *LOW VOLTAGE CABLES*

Tenderers shall supply and install the 600/1000V Aerial Bundle conductor as set out in the Bill of Quantities. The ABC will be installed in a Street-Front configuration on 11m,

180mm top diameter wooden poles. The clearance on main roads needs to be confirmed with the client/engineer.

3.6.9. *CLASSIFICATION FOR EXCAVATION PURPOSES*

The Contractor will use manual labour as far as possible to excavate any class of material but his chosen method of excavation shall not determine the classification of the excavation. The Engineer will decide on the classification of the materials. The classification will be based on inspection of the material to be excavated and on the criteria given below. The Engineer's decision shall, subject to the relevant provisions of the contract, be final and binding.

The excavation of material will be classified as follows for purposes of measurement and payment:

Soft excavation - Soft excavation shall be excavation in material that can be efficiently removed by a back-acting excavator of flywheel power approximately 0,10kW per millimeter of tined-bucket width, without the assistance of pneumatic tools such as paving breakers, or that can be efficiently loaded, without prior ripping or stockpiling, by a rubber type front-end loader of mass approximately 15 t and flywheel power approximately 100kW.

Intermediate excavation - Intermediate excavation shall be excavation in material that requires a back-acting excavator of flywheel power exceeding 0,10kW per millimeter of tined-bucket width or the use of pneumatic tools before removal by loading equipment equivalent to that specified in "Soft excavation" above.

Hard rock excavation - Hard rock excavation shall be excavation in material that cannot be efficiently removed without blasting or without wedging and splitting before removal.

The tenderer must give a unit rate in the Bill of quantities for excavations of trenches and pole excavations as if a classification of Intermediate excavation is applicable.

3.6.11 *COMPACTION OF POLES*

The contractor will be responsible for ascertaining that the subsoil is suitable for each structure and shall be responsible for any subsidence or failure due , in the opinion of the engineer, to insufficient care having been taken either in preliminary examination of ground conditions or in the choice or in the installation of the structure. Proper precautions shall be taken to ensure that backfilling and ramming of soil is done thoroughly and evenly all parts of the foundation or structure. The contractor will be required to compact the soil around the structures in maximum layers of a 200mm. The contractor will required to carry out random compaction tests, by means of horizontal force equivalent of 100kg, at the top of the structure, in any direction.

Structures that do not meet the required specifications will be re-compacted, in the presents of the engineer and client, at the cost of the contractor. All testing equipment shall be supplied by the contractor.

3.7 *LAWS AND REGULATIONS*

The Contractor will be responsible to ensure that the Contract Works comply in full with the requirements laid out in the latest edition of the following:

- a. The Occupational health and Safety Act, Act 85 of 1993.
- b. The Code of Practice for Overhead Power Lines for Conditions.
- c. The Code of Practice for Wiring of Premises (SABS 0142).
- d. Relevant regulations of the Emalahleni Municipality.
- e. The relevant SABS specifications.

3.8 *DRAWINGS*

The Contractor shall conform to the drawings and specifications and to any orders in writing which the Engineer may supply during the progress of the Works. Should any difference or discrepancy exist between the drawings and the specifications or should there be any difference or discrepancy in the figures or in the scales or in quantities, or the descriptions or the dimensions or between any of them or in any other respect whatsoever, it shall be the duty of the Contractor to seek in writing the decision of the Engineer on the true intent and meaning of the contract, the Engineer's decision shall be final and binding.

3.9 *CONTRACTOR TO INFORM AND SATISFY HIMSELF FULLY AS TO ALL CONDITIONS AFFECTING THE CONTRACT PRICE*

The Contractor shall be deemed to have satisfied himself as to all the conditions and circumstances affecting the Contract Price, as to the possibility of executing the Contract works as shown and described in the contract and as to the general circumstances of the site of the Contract Works; and to confirm his price, according to his own view of these, as no additional allowances except as otherwise herein expressly provided for, will afterwards be made beyond the Contract Price.

3.10 *NOTICES*

All instructions, directions and notices from the Employer to the Contractor, and all notices from the Contractor to the Employer for the purposes of the Contract shall be conveyed in writing, and shall be deemed to have been duly served at the time when the letter containing the same would be delivered in the ordinary course of the post and in proving such service it shall be sufficient to prove that the letter was properly addressed and posted.

3.11 DRAWINGS, SAMPLES AND PATTERNS

3.11.1 The Contractor shall submit to the Engineer for approval general and detailed dimensioned drawings, together with such samples or patterns as may be required, of the plant and things specified in the specification and of all plant and things to be supplied to complete the contract works to the satisfaction of the Engineer.

Drawings, samples or patterns already submitted by the Contractor shall not in any way exonerate the Contractor from his liability to carry out the work in accordance with the terms of this contract.

3.11.2 All dimensions marked on drawings are to be considered correct although measurements by scale may differ there from. Detailed drawings approved by the Engineer are to be acted upon where they differ from the general drawings. The Contractor shall provide at his own expense all copies of drawings and all samples and patterns required in the execution of the work and shall also at his own expense supply to the Engineer such drawings and copies thereof as are provided for in the specification.

3.11.3 Before the separate parts of the works are actually put in hand, any drawings specified shall be sent to the Engineer.

3.11.4 At least one copy of every drawing relative to the contract works shall be kept by the contractor at the office of his head representative on the site and all such drawings shall be available at all times for the use of the Engineer.

3.12 SITE MEETINGS

A senior member of the Contractor's organization will be required to attend site meetings throughout the continuance of the contract. It is estimated that site meetings shall be held at **two weekly** intervals. The tenderer shall allow for attendance at these meetings in his tender, however, no guarantee can be given as to the exact number or intervals between each of these site meetings. No extras to the contract will be allowed and any additional site meeting required, or called for is at the absolute discretion of the Engineer.

3.13 NOTICE BY CONTRACTOR OF WORK BEING COVERED OR BUILT-IN

The Contractor shall give notice to the Engineer at least one week before the date on which he will be ready for the inspection of any work that is to be covered over or built in as part of the works and which would not be accessible for inspection after being so covered or built in. The Contractor shall not proceed with the covering or building in of such work without the prior approval of the Engineer.

ITEM	DESCRIPTION OF SPECIFICATION	SABS OR SANS REPLACEMENT	IEC	BSS
1.	Circuit Breakers above 1kV	56	5311	
2.	Electrical power, switchgear & associated equipment			162
3.	AC metal enclosed switchgear			5227
4.	Insulation coordination		71	
5.	Isolators and earthing switches		129	5253
6.	Bushings for alternating voltages above 1kV		137	
7.	Guide to the Testing of Circuit Breakers with respect to Out of Phase Switching		267	
8.	Post insulators		273	
9.	Specification and acceptance on Sulphur Hexa Fluoride (SF6)		376	
10.	Surge diverters		99-1	
11.	Marking and arrangement of switchgear, busbars, main connections and small wiring			158
12.	Busbars and busbar connections	784		159
13.	Current Transformers		185	3938
14.	Voltage transformers		186	3941
15.	Power transformers			171
16.	Distribution transformers	780	76	
17.	Minisubs	1029& 1030		
18.	11kV Cables	97		
19.	PVC insulated cables	150		
20.	Integrating motors			37
21.	Motors	948		2613 / 170
22.	Small motor starters			587
23.	Contactors	1092	158-1	775
24.	Cartridge fuses up to 600V			88
25.	HRC fuses	172&173		2692
26.	Electrical indicating instruments		51	89
27.	Electrical protective relays			142
28.	Bushings	833&1035		
29.	Insulating oil for transformers & switchgear	555	148	
30.	Cable sealing boxes			2562
31.	Colours	1091		381C
32.	Moulded case circuit breakers	156		
33.	Structural steel sections	222		4
34.	The use of structural steel in Buildings			449
35.	Weldable structural steel			4360
36.	Isometric black hexagon & square bolts, screws, nuts	135		
37.	Hot-dip galvanized coatings on iron and steel	763		729

38.	Phosphate treatment of iron & steel			3189
39.	Electroplated coatings of tin			1872
ITEM	DESCRIPTION OF SPECIFICATION	SABS OR SANS REPLACEMENT	IEC	BSS
40.	Mild steel rivets	435		
41.	Insulators for lines	161& 177		137
42.	Insulator and conductor fittings	178		3288
43.	General purpose galvanized steel wire			183
44.	Aluminium conductors, steel reinforced, for overhead power transmission lines	182		215
45.	Low voltage air break switches	152		
46.	Low Voltage lightning arrestors	171		
47.	Flameproof enclosures for electrical apparatus	314		
48.	Wooden Poles	753& 754		
49.	Painting	630		
50.	Undercoat painting	681		
51.	Zinc chromate primer	679		
52.	Specification for Grey iron coatings			1452
53.	Metric dimensions			3979
54.	General requirements for rotating electrical machines			4999
55.	Recommendations for the classification of materials for the insulation of electrical machinery & apparatus in relation to their thermal stability in service			
			85	
56.	Capacitors		70	1650
57.	Specification for large power transformers	NEMA	TRI	
58.	Aerial Bundled Conductor Systems	1418		

Emalahleni Municipality: ELECTRIFICATION OF 500 RDP UNITS IN DUVHA PARK EXTENSION 2

BID No.: EML 8/2013

PART C4: DRAWINGS

DRAWINGS

The drawings listed below are attached in order to give an overview of the project.

Additional construction drawings will, in terms of Clause 13 of the General Conditions of Contract, be issued to the Contractor by the Engineer/Employer on the commencement date and from time to time as required.

DWG No.	DESCRIPTION	PAPER SIZE
ER-001	COMPLETE STAY ASSEMBLY	A4
ER-002	STAY ROD INSTALLATION	A4
ER-003	END STRUCTURE FOR ABC	A4
ER-004	INTERMEDIATE STRUCTURE FOR ABC	A4
ER-005	T-OFF STRUCTURE FOR ABC	A4
ER-007	STRAIN ANGLE (0-30) FOR ABC	A4
ER-008	STRAIN ANGLE (30-90) FOR ABC	A4
ER-012	2-POLE TRANSFORMER STRUCTURE	A4
ER-014	11kV INTERMEDIATE STRUCTURE	A4
ER-015	STRAIN ANGLE/ END STRUCTURE	A4
ER-018	4 WAY CROSS STRUCTURE FOR ABC	A4
ER-020	11kV & 400V INTERMEDIATE STRUCTURE	A4
ER-021	11kV & 400V STRAIN ANGLE/END STRUCTURE	A4
ER-022	COMPLETE FLYING STAY ASSEMBLY	A4
ER-023	11kV STRAIN ANGLE STRUCTURE WITH FLYING STAY	A4
ER-027	11kV STRAIN ANGLE (30° - 90°) STRUCTURE	A4
ER-030 (1/2)	EARTHING ARRANGEMENT OF POLE MOUNTED TRANSFORMER	A4
ER-030 (2/2)	EARTHING ARRANGEMENT OF POLE MOUNTED TRANSFORMER	A4
ER-033	POLE MOUNTED KIOSK FOR SERVICE CONNECTIONS	A4
ER-037	MV & 400V ABC INTERMEDIATE STRUCTURE (0-30 & T-Junction)	A4

C 3.1 DESCRIPTIONS OF WORKS

C3.1.1 Project Purpose

This tender covers the installation of an 11kV network, 415Volt network and house connections to 500 RDP houses in Duvha Park Extension 2 for the Emalahleni Local Municipality.

The purpose is to provide existing households and with electricity.

C3.1.2 Overview of the Works

This tender covers the Electrification of 500 RDP Houses in Duvha Park Extension 2 and consists of:

- Construction of a complete 2 200m 11kV overhead mink line on 11m wooden poles from newly constructed substation as per drawings adjacent to and in this development. Serving 8 x 315 kVA Pole Mounted Transformers (11kV/415V).
- 50mm² three core XLPE PVC SWA Cu cable (Type A) will be installed between the switchgear and the 11kV line.
- 70mm² LT (415Volt) Aerial Bundle Conductor (ABC) Three core with bare neutral will be installed from the Eight (8) 315kVA Pole Mounted Transformers on 11kV wooden poles between the erven. Approximately 5km.
- A Total of 139 Pole Boxes equipped with Conlog BEC 44(x) PLC Split Pre-Payment Meters will be installed to provide electricity to Ready Boards (Included in this tender) inside the 500 already constructed RDP Houses.

C3.1.3 Extent of the Works

The major items of work to be executed by the Contractor are as follows:

a) General

- i) Erecting of construction board, position to be confirmed with Local Authority.
- ii) Get all the Contractual requirements in order.
- iii) Allocate all the material and plant to be utilized in the project.
- iv) Arrange the Health and Safety Officer, Health and Safety plan and Risk assessment for the project.
- v) Establishment of Contractor's camp and the moving of plant to the Site.
- vi) Provide accredited training to labourers as per client's requirements.

b) Project specific

C3.1.4 Location of the Works

The site is at EMALAHLENI, Duvha Park, situated close to the N12.

The Contractor will have to provide the following:

- ❖ Sanitation on site for his own use,

- ❖ All telephone facilities,
- ❖ Water and electricity for construction purposes and
- ❖ All the necessary housing facilities for his personnel.
- ❖ The Contractor shall provide in the above yard an equipped site office of sufficient size to accommodate site meetings and to keep all drawings and documents needed for the works.

Tenderer's must allow for all conditions on site in their tender, since extra claims arising from difficult site conditions in respect of transport, handling, soil conditions, loading, off-loading, labour, housing, labour unrest, etc., will not be considered.

C3.1.5 Change in works

The Engineer may, from time to time by order in writing without in any way vitiating the Contract or giving to the Contractor any claim for additional payment, require the Contractor to proceed with the execution of the works in such order as in his opinion may be necessary, and may alter the order of or suspend any part of the Works at such time and times as he may deem desirable and the Contractor shall not, after receiving such written order, proceed with work ordered to be suspended until he shall receive a written order to do so from the Engineer. Where the work must of necessity be carried out in conjunction with work of other Contractors, or with that of the Employer, it shall be coordinated and arranged in such a manner as to interfere as little as possible with the progress of such other work so as to offer every reasonable facility to other Contractors or to employees of the Employer.

C3.2 ENGINEERING

C3.2.1 Design services and activity matrix

Description	Responsibility
Design of Works	Engineer
Concept, feasibility and overall process	Client
Basic Engineering and detail layouts to tender stage	Engineer
Final Design of Works	Engineer
Final Design to approved for construction stage	Client
Preparation of tender documentation & adverts	Engineer
Appointment of soil test / topographical surveyors	Client
Appointment of sub-contractors	Contractor
Supervision	Engineer
Preparation of as-built drawings	Contractor / Engineer
Completion certificate	Engineer / Client / Contractor

C3.2.2 Drawings

A full set of drawings will be used exclusively for the recording of as built information by the Contractor.

Only dimensions, positions, levels, co-ordinates etc. that change from the original values, will be required to be entered on these drawings. These drawings, fully marked up, will be handed to the Engineer at the issue of the Certificate of completion, which will not be issued until the as- built information has been received.

C3.3 PROCUREMENT

The Tenderers notice is drawn to the fact that the awarding of this tender will be in terms of the Supply Chain Management Policy of the EMALAHLENI Local Municipality and The Standard Conditions of Tender as contained in Annexure F of the September 2005 edition of the CIDB Standard for Uniformity in Construction Procurement.

The preferential procurement of subcontracting 30% of the total contract amount to local subcontractors should be adhered to ensure compliance with the contract.

C3.4 SUB-CONTRACTING

Nominated sub-contractors will be proposed by the client pending a sub-contractor tender phase. No additional sub-contracting will be allowed after tender closure.

The rates provided by the sub-contractors are not final rates but will be negotiated and averaged before awarding the contracts to the successful bidders.

After appointment the contractor will need to supply the client with an agreement/contract between the contractor and sub-contractor. The agreement will solely be between the contractor and sub-contractor. Disputes will be mediated by the engineer and conditions of contract will be based on GCC 2015. Non-performance of sub-contractor to be communicated to the engineer timeously to ensure quick dispute resolution.

C3.5 CONSTRUCTION

C3.5.1 Work Specifications

Although not bound in nor issued with this document, the following standardized specifications will form part of the contract document:

SABS/SANS 1200.

C3.5.2 Plant and materials

All materials shall comply with the requirements of the South African Bureau of Standards and shall bear the official standardization mark. Where SABS standard does not exist for a certain material, or a material does not bear the official standardization mark, the Engineers approval of such material must be gained before use thereof.

C3.5.3 Construction Equipment

All equipment on site shall be in a good working order and is to be in such a condition that it can achieve production rates which are typical of the industry standards.

Should any equipment, in the opinion of the Engineer, be substandard or breaks down frequently to such an extent that it affects the progress on the project, the Engineer may instruct the Contractor to

replace such equipment.

C 3.5.4 Existing Services

The services existing on the site will be either shown on the drawings or pointed out on site by the Engineer and / or the Municipality. No excavation work will commence unless a representative of the Municipality and/or the Engineer have been requested to point out existing services in the area under construction. Written confirmation of services that have been pointed out by the Municipality is to be obtained by the Contractor.

All existing services on the site may not be shown on the drawings or be visible on the site. The Engineer may order excavation by hand in order to search for and expose services. An item has been included in the Schedule of Quantities to cover the cost of such work if so ordered by the Engineer. Where a service is damaged because of the Contractors negligence he shall be liable for the cost involved in the repair of the services and any other consequent cost that may arise due to the interruption of the damaged services.

No excavation is to take place until a representative from the Municipality has been contacted and he has pointed out the existing services to the Contractor and confirmed it in writing. The same shall apply to all Telkom services in the area.

C3.5.5 Site Establishment

- Source of Water Supply

Water is available from the existing water network. The Contractor is to arrange with the Local Authority for a connection point. The Contractor will be responsible for the costs of the connection as well as the use of water for construction purposes. The Contractor's attention is drawn to the fact that the potable water supply is erratic in this area. Under no circumstances may potable water be used for construction, unless written permission is granted by the Engineer.

- Sources of power supply

Electricity is available from the existing network. The Contractor is to arrange with the Local Authority for a connection. The Contractor will be responsible for the costs of electricity consumed as well as the connection costs.

- Location of camp and depot

The Contractor's camp is to be located on a site acceptable to EMALAHLENI Local Municipality. Written approval needs to be obtained from EMALAHLENI Local Municipality. No workers will be permitted to live in this camp.

- Sanitary facilities

The Contractor is to provide the necessary sanitary facilities at his camp, all of which will be governed by the requirements of the Local Authority. The contractor shall pay all sanitary fees and charges due.

It is not required that specific sanitary facilities be provided for the Engineer, and the facilities for the Contractor will be shared by both parties. The facilities are, however, to be kept in a clean and hygienic condition, to the satisfaction of the Engineer. All sanitary facilities are to conform to the by-laws of the Local Authority.

- Temporary offices

The Contractor is not required to provide any specific office space for the Engineers, but the Contractors' offices shall have adequate space and facilities for the holding of site meetings, and for the Engineer to perform administrative functions on an ad hoc basis.

Neither housing nor shelters will be provided for the contractor's employees, and the Contractor shall make his own arrangements to house his employees and transport them to the Site.

- Name Boards

One name board shall be provided at the position as ordered by the Engineer. The Engineer will provide the lettering required once the tender is awarded.

- Survey assistant and equipment

The Contractor will not be required to make any survey equipment available specifically for the use of the Engineer. The Contractor will however make 2 survey assistants available to the Engineer as and when required, as well as the theodolite and/or level plus accessories

C3.5.6 Site Usage

- Ground and access to the works

The Contractor shall where necessary on or adjacent to roads which carry traffic, provide all the necessary barricades and signs in accordance with the stipulations of the South African Road Traffic Signs Manual, and in strict accordance with the requirements of the Protective Services of the Local Municipality.

The Contractor shall further ensure that all public roads that are used for access to the site are kept free of debris at all times. The Contractor shall also take adequate measures to ensure that dust is kept to an acceptable level. The term acceptable is to be deemed as acceptable to the Engineer.

- Care, damage and protection

The Contractor shall at his own cost make full provision for all watching and lighting necessary for the protection of all persons, animals, vehicles, etc., from injury by reason of the Works. He shall provide ample warning signs, guard rails, etc., around open excavations, stacks of materials, excavated material, debris or the like, and he shall be held liable for all claims made upon himself or upon the Employer by reason of his neglect of all such precautions and provisions.

During the periods of construction of the Works and the repair of defects, the Contractor shall, at his own cost, to the satisfaction of the Engineer and the relevant Authority, take sufficient and adequate

measures to avoid interrupting the use of all roads, footpaths, water courses, drains, pipes, telephones, electric wires and cables, premises, places and works, public or private, which may in any way be interfered with by the operations; and shall also afterwards permanently restore all structures and everything which may have been temporarily displaced or otherwise interfered with, all to the satisfaction of the Engineer and the relevant Authority, without extra charge beyond the Contract price.

▪ Survey beacons

The Contractor shall take care to safeguard any permanent survey beacons such as erf boundary pegs and reference beacons. Should the Contractor disturb any such pegs and beacons, he shall have them replaced at his own cost by a registered Land Surveyor. The Contractor is to provide the Engineer with written confirmation from the Land Surveyor that he has replaced the relevant beacons.

The Contractor's attention is drawn to article 35(i) of the Land Surveying Act No. 9 of 1927 (as amended) in this regard.

▪ Access to individual erven

Access to all public and private property must be maintained at all times. Where trenches cross the access point to any property, the Contractor is to arrange for adequate and safe vehicular and pedestrian crossings over the trenches.

The Engineer must approve the method of providing access before any excavation commences.

▪ Use of construction vehicles and equipment

The contractor shall ensure that all construction vehicles and mobile plants

- (a) are of an acceptable design and construction;
- (b) are maintained in a good working order;
- (c) are used in accordance with their design and the intention for which they were designed, having due regard to safety and health;
- (d) are operated by workers who-
- (e) have received appropriate training and been certified competent and been authorised to operate such machinery; and
- (f) are physically and psychologically fit to operate such construction vehicles and mobile plant by being in possession of a medical certificate of fitness;
- (g) arrangements to guard against the dangers relating to the movement of vehicles and plant, in order to ensure their continued safe operation;
- (h) are prevented from falling into excavations, water or any other area lower than the working surface by installing adequate edge protection, which may include
 - (i) guardrails and crash barriers;
- (j) where appropriate, are fitted with structures designed to protect the operator from falling material or from being crushed should the vehicle or mobile plant overturn;
- (k) are equipped with an electrically operated acoustic signaling device and a reversing alarm; and

- (l) are on a daily basis inspected prior to use, by a competent person who has been appointed in writing and the findings of such inspection is recorded in a register.
- (m) no person rides or be required or permitted to ride on any construction vehicle or mobile plant otherwise than in a safe place provided thereon for that purpose;
- (n) every construction site is organized in such a way that, as far as is reasonably practicable, pedestrians and vehicles can move safely and without risks to health;
- (o) the traffic routes are suitable for the persons using them, sufficient in number, in suitable positions and of sufficient size;
- (p) every traffic route is, where necessary indicated by suitable signs for reasons of health or safety;
- (q) bulldozers, scrapers, loaders, and other similar mobile plant are, when being repaired or when not in use, fully lowered or blocked with controls in a neutral position, motors stopped and brakes set;
- (r) whenever visibility conditions warrant additional lighting, all mobile plant are equipped with at least two headlights and two taillights when in operation;
- (s) when workers are working on or adjacent to public roads, reflective indicators re provided and worn by the workers.

3.5.7 Permits and Way leaves

To be arranged with the relevant authorities.

3.6 MANAGEMENT

C3.6.1 Management of the Works

- Setting out of the works

Generally, the positions of the works have been fixed on the plans according to the existing stand boundaries. The Engineer is to approve all setting out prior to commencement of excavation.

- Excavation of works & safety

The contractor shall ensure that all excavation work is carried out under the supervision of a competent person who is been appointed in writing. The Contractor will evaluate, as far as is reasonably practicable, the stability of the ground before excavation works begin and he/she shall not permit any person to work in an excavation which has not been adequately shored or braced.

The Contractor will cause convenient and safe means of access to every excavation area in which person are required to work and such access hall not be further than 6m from the point where any worker within the excavation is working.

The Contractor must ascertain as far as is reasonably practicable the location and nature of electricity, water, gas or other similar services which may in any way be affected by the work to be performed, and

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

The Principal Contractor shall cause every excavation which is accessible to the public or which is adjacent to public roads or thoroughfares, or whereby the safety of persons may be endangered, to be:

- (i) Adequately protected by a barrier or fence of at least one meter in height and as close to the excavation as is practicable; and
- (ii) provided with warning illuminants or any other clearly visible boundary indicators at night or when visibility is poor;

The Principal Contractor shall cause warning signs to be positioned next to an excavation within which persons are working or carrying out inspections or tests.

- Inspection by Engineer

No stage of construction shall be proceeded with until the Engineer or his representative has examined and approved the previous stage. If any work is covered or hidden from view before the Engineer has inspected same, the Contractor shall at his own cost open the covered work for inspection. The Contractor shall also be responsible for making good any work damaged by such uncovering.

- Employment of local labour

It is a specific criterion of this project that should as far as possible adhere to RDP principles, and to meet these principles the following procedures will be followed:

All labour is to be sourced from the EMALAHLENI Local Municipal area of jurisdiction and the Contractor may only bring in key personnel from outside this area. The Contractor's attention is drawn to the standard rates specification (*Civil Engineering Industry Minimum Wage rates per hour; as per Government Notice R1202, 16 October 2015.*) found on the SAFSEC website at www.safcec.org.za. These standard rates should be implemented for payment of all employees of the Contractor.

Key personnel would typically include the Contracts Manager, Site Agent, and Supervisor for each discipline and operators of plant where the operator must be seated.

A Monthly labour report on all local labour i.e. payments and labour days should be submitted to the Engineer at the end of each month in order for the Engineer to submit a report to the Employer.

None of the Works shall be executed except between sunrise and sunset on Monday to Saturday, inclusive, of any week, and none of the Works shall be executed on any special non-working days stated in the Contract Data, unless:

- ✓ The Engineer's permission in writing is obtained, subject to such conditions as may be laid down by the Engineer; or
- ✓ Provision is specifically made for it in the Contract; or
- ✓ Work is unavoidable or necessary for the saving of life or property or for the safety of the Works.

- Site Meetings

Regular meetings will be held between all relevant parties to establish the progress and / or delays and problems that might occur on site. Any problems of delays will be address accordingly and the Contractor will receive proper instructions with reference to this matter.

- Communication

The Employer's Agent representative on this project will be:

[Mr. Ivor Richards]; Contact No: 073 301 1470

The contact person for the Employer is:

[Contact person representing PMU]; Contact No:

- Daily Records

Daily records of resources (equipment and people employed) must be kept and must be available on site at all times. These records will include i.e. site instruction book, site diary, site visit register, contractual documentation and minutes of all project meetings. Labour information should be kept updated at all times.

- Compliance with applicable laws

The Contractor shall, in performance of the Contract, comply with all applicable laws, regulations and statutory provisions and agreements, and shall in particular, on the request of the Engineer, provide proof that he has complied therewith with regard to amongst others:

- ✓ Wages and conditions of work; and
- ✓ Safety

- Payment Certificates

As consideration for the construction, completion and defects correction of the Works, the Employer shall pay the Contractor in terms of the provisions of the Contract.

- Clearance of site

On completion of the Works, the Contractor shall clear away and remove from the site all Construction Equipment, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and the works clean and in a safe condition. All streams and watercourses (where applicable) shall be cleaned and restored to the condition as at the commencement of the Works. If the Contractor does not, within a reasonable time, comply with this requirement, the Employer may have the site cleared and recover the cost thereof from the Contractor.

EPWP labour intensive specification

Labour intensive competencies of supervisors and management staff

Contractors having a CIDB contractor grading designation of 6EP and higher shall only engage supervisory and management staff in labour intensive works who have either completed, or for the full duration of the contract, are registered for training towards, the skills programme outlined in Table 1.

The managing principal of the contractor, namely, a sole proprietor, the senior partner, the managing director or managing member of a close corporation, as relevant, having a contractor grading designation of 1CE, 2CE, 3CE and 4CE shall have personally completed, or for the period 1 April 2004 to 30 June 2006 be registered on a skills programme for the NQF level 2. All other site supervisory staff in the employ of such contractors must have completed, or for the full duration of the contract be registered on a skills programme for, the NQF level 2-unit standards or NQF level 4 unit standards.

Table 1: Skills programme for supervisory and management staff

Personnel	NQF level	Unit standard titles	Skills programme description
Team leader / supervisor	2	Apply Labour Intensive Construction Systems and Techniques to Work Activities	This unit standard must be completed, and } any one of these 3 unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Storm-water Drainage	
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Foreman/ supervisor	4	Implement labour Intensive Construction Systems and Techniques	This unit standard must be completed, and } any one of these 3 unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Storm-water Drainage	
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Site Agent / Manager (i.e. the contractor's most senior representative that is resident on the site)	5	Manage Labour Intensive Construction Processes	Skills Programme against this single unit standard

C3.7 HEALTH AND SAFETY

- Health & Safety Issues

All work is to be carried out in accordance with the Occupational Health and Safety Act and Regulations (Act 85 of 1993) (a copy of which must be kept on site), the Explosive Material Act of (Act 26 of 1956), the Minerals Act of 1991, and the Factories Machinery and Building Work Act (No 22 of 1941).

The Contractor's notice is drawn to the stipulations of the Construction Regulations 2003, a regulation of the Health and Safety Act 1993 (Gov. Notice No R1010 of 18 July 2003). The construction regulation will be applied vigorously on the project.

The Contractor to be appointed must have made provision for the cost of health and safety measures during the construction process. The contractor must have the necessary skills, competencies and resources to carry out the work safely. A proper Safety Plan is to be submitted by the Contractor and a copy thereof is to be made available to all applicable appointed labourers and permanent workers on this project.

The Contractor is to ensure that the legal compliance for the Health and Safety issues are in place. Audits will be carried out to ensure that the Contractor is registered and in good standing with the Workmen's Compensation fund and that the Contractor has affected insurance indemnifying the Employer against penalties levied upon the Employer due to the acts of omissions of the Contractor in failing to comply with the provisions of the OHS regulations 2003. A compliance audit will also be carried out to ensure that the Contractor has appointed a full-time competent person in writing to deal with the issues of the OHS and that a risk assessment has been conducted and a copy of the Safety plan is on site before any work commences.

Operational audits will be carried out on the following important issues:

- ✓ That the Safety Plan is on site at all times
- ✓ That the Contractor's Safety file is on site at all times
- ✓ That the Safety Officer is on site at all times
- ✓ That Safety meetings are conducted as per the Safety Plan
- ✓ That employees are working under safe conditions
- ✓ That the public is not placed in danger
- ✓ That there is no harm to the environment

C3.8 PROJECT SPECIFICATIONS

C3.8.1 Work Specifications

a) **SABS or BS Specifications and Codes of Practice**

Wherever any reference is made to the South African Bureau of Standards (SABS) and the British Standards Specification (BSS) in either these Bill of Quantities or the Specification of Materials and Methods to be Used (OOG-001E), this reference shall be deemed to read "SABS or Equivalent standard" and "BS or equivalent standard" respectively.

- b) Various other specifications specified in the COLTO Standard Specifications or the Project Specifications.
- c) Latest **Sabita Manual**, Manual 25 entitled “Quality Management in the Handling and Transport of Bituminous Binders”.
- d) Latest **Sabita Manual**, Manual 26 entitled “Interim Guidelines for primes and stone pre-coating fluids”.

C3.8.2 Applicable Specifications

ITEM	DESCRIPTION OF SPECIFICATION	SANS/ SABS	IEC	BSS
1.	Circuit Breakers above 1kV	56	5311	
2.	Electrical power, switchgear & associated equipment			162
3.	AC metal enclosed switchgear			5227
4.	Insulation coordination		71	
5.	Isolators and earthing switches		129	5253
6.	Bushings for alternating voltages above 1kV		137	
7.	Guide to the Testing of Circuit Breakers with respect to Out of Phase Switching		267	
8.	Post insulators		273	
9.	Specification and acceptance on Sulphur Hexa Fluoride (SF6)		376	
10.	Surge diverters		99-1	
11.	Marking and arrangement of switchgear, busbars, main connections and small wiring			158
12.	Busbars and busbar connections	784		159
13.	Current Transformers		185	3938
14.	Voltage transformers		186	3941
15.	Power transformers			171
16.	Distribution transformers	780	76	
17.	Pole mounted transformer	1029& 1030		
18.	11kV Cables	97		
19.	PVC insulated cables	150		
20.	Integrating motors			37
21.	Motors	948		2613 / 170
22.	Small motor starters			587
23.	Contactors	1092	158-1	775
24.	Cartridge fuses up to 600V			88
25.	HRC fuses	172&173		2692
26.	Electrical indicating instruments		51	89
27.	Electrical protective relays			142
28.	Bushings	833&1035		
29.	Insulating oil for transformers & switchgear	555	148	

ITEM	DESCRIPTION OF SPECIFICATION	SANS/ SABS	IEC	BSS
30.	Cable sealing boxes			2562
31.	Colours	1091		381C
32.	Moulded case circuit breakers	156		
33.	Structural steel sections	222		4
34.	The use of structural steel in Buildings			449
35.	Weldable structural steel			4360
36.	Isometric black hexagon & square bolts, screws, nuts	135		
37.	Hot-dip galvanized coatings on iron and steel	763		729
38.	Phosphate treatment of iron & steel			3189
39.	Electroplated coatings of tin			1872
40.	Mild steel rivets	435		
41.	Insulators for lines	161 & 177		137
42.	Insulator and conductor fittings	178		3288
43.	General purpose galvanized steel wire			183
44.	Aluminium conductors, steel reinforced, for overhead power transmission lines	182		215
45.	Low voltage air break switches	152		
46.	Low Voltage lightning arrestors	171		
47.	Flameproof enclosures for electrical apparatus	314		
48.	Wooden Poles	753 & 754		
49.	Painting	630		
50.	Undercoat painting	681		
51.	Zinc chromate primer	679		
52.	Specification for Grey iron coatings			1452
53.	Metric dimensions			3979
54.	General requirements for rotating electrical machines			4999
55.	Recommendations for the classification of materials for the insulation of electrical machinery & apparatus in relation to their thermal stability in service		85	
56.	Capacitors		70	1650
57.	Specification for large power transformers	NEMA	TRI	
58.	Aerial Bundled Conductor Systems	1418		

PS 1 CONSTRUCTION PROGRAM

The successful Tenderer shall submit a program, within the time stated in the appendix to the General Conditions of Contract in consultation with the Engineer, showing the order of procedure and method in which he proposes to carry out the Works. This program shall reflect the completion time as stated in the Appendix to the Tender and the program shall include a bar chart to show the proposed scheduling and methods of execution of the works and the resources to be allocated to each item or phase of the work.

Quantities proposed for execution each month and the anticipated cash flow based upon these quantities should be shown, due allowance being made for price escalation and retention monies. This program will be used to monitor progress. The successful Tenderer will therefore be held responsible to complete the Works within the stipulated time.

PS 2 SITE FACILITIES AVAILABLE

PS 2.1 Water Supply

Water is available. The Contractor must make his own arrangements with the Local Municipality. Construction water might be a problem.

PS 2.2 Electrical Supply

Electricity is available. The Contractor must make his own arrangement in this regard.

PS 2.3 Location of Camp

The Contractor's camp is to be located on a site acceptable to the Local Municipality. No workmen will be permitted to live in this camp.

PS 3 SITE FACILITIES REQUIRED

PS 3.1 Sanitary Facilities

A water closet must be supplied for the use of the Engineer and separate facilities must be supplied for the use by the Contractor's personnel.

PS 3.2 Telephone

Not necessary for the Engineer. The Contractor shall make his own arrangements.

PS 4 LOCATION OF CONSTRUCTION CAMP

Access to site will be given to the successful entity once all the relevant documentation has been submitted. The camp site will be selected by the ELM (Client) together with the Ward Councilor.

PS 5 SITE FACILITIES REQUIRED

PS 5.1 Laboratory Facilities

A laboratory is not required on Site, but the Contractor shall make arrangements for the testing of materials required in terms of the Contract as and when ordered by the Engineer or as required by the Project Specifications.

PS 5.2 Sanitary Facilities

The Contractor shall provide approved toilet facilities on site for all staff and shall remove the same on completion of the Contract and restore the site at his own cost and to the satisfaction of the Engineer.

PS 6 SPOIL MATERIAL

No indiscriminate spoiling of material will be allowed. All suitable or surplus material shall be spoiled at sites to be indicated by the Engineer.

PS 7 SITE MEETINGS

Site meetings and/or site inspections will be held twice every month to evaluate the progress and to discuss matters pertaining to the Contract. The Contractor or his authorised representative shall attend such meetings on the site with a representative of the Employer and Engineer, at dates and times to be determined by the Employer.

PS 8 SAFETY OF WORKMEN

The safe conduct of the Works shall be a primary consideration, the entire Works shall be carried out in conformity with all the applicable statutory regulations, and requirements and Tenderers must price their Tenders accordingly.

The Contractor shall provide and maintain in readiness on the Site, all equipment, and materials necessary to render first aid in case of accidents or other emergencies. The Contractor shall also assign to the Works and designate for this purpose, trained employees who are able to render first aid.

PS 9 ABNORMAL RAINFALL

"It is anticipated that the Contractor will lose working time due to inclement weather over the duration of the contract period. The Contractor is to reconcile any delays, due to inclement weather or resulting conditions with the Engineers Representative within 7 days after incurring such delays. Should the total number of reconciled working days lost, over the duration of the Contract, exceed the anticipated number or working days lost as stipulated in the Appendix to Form of Tender, an extension of time for completion will be granted equal to the working days lost in excess of the anticipated number of days stipulated".

PS10 PROTECTION OF BEACONS

The Contractor shall take special precautions to protect any permanent beacon such as property beacons, reference beacons, height beacons, etc., irrespective of whether the referred to beacons were placed before or during the construction period.

Should any of these beacons be disturbed by the Contractor or any person in his employment or under his control the Contractor will at his own cost arrange for the re-establishment of the damaged or disturbed beacon by a registered land surveyor.

The relevant survey information and documentation shall be forwarded to the office of the Engineer for final approval and processing.

The Contractor's attention is drawn to clause 35(i) of the Survey Act No 9 of 1937 (as amended).

PS11 SCALING FROM DRAWINGS

Only dimensions shown on the Drawings, or calculated there-from, may be used for the construction of the Works and no dimension may be scaled without the written instruction of the Engineer.

PS12 CONTRACTOR'S EMPLOYEES

The Contractor shall employ local labourers for the work under this contract and shall fully acquaint himself and comply with all local laws, statutes, and bylaws in this respect.

PS13 COST OF TEST SPECIMENS AND TESTS

It is deemed that the Contractor has made provision in his Tender for all such services and tests that are required from him. It is the duty of the Contractor to, at his own cost, and by means of the necessary tests, to prove to the Engineer that the Works and compaction prescribed, comply with the Specification.

PS14 EXAMINATION OF WORK BEFORE COVERING UP

The Contractor shall give the Engineer a reasonable time to accommodate examinations in his programme, in which case a time for inspection can be agreed upon.

PS15 NOTICE TO BE GIVEN

If the Engineer attends with the purpose of examining any part or materials of the Works at the time and date as agree upon with the Contractor, and it is found that the Works or materials are not yet ready for inspection, the Contractor shall be responsible for the costs of such a visit by the Engineer.

PS16 WORKMEN'S COMPENSATION

The Contractor shall provide proof, that he has paid all contributions required in terms of the provisions of the Workmen's Compensation Act (Act No. 30 of 1941, as amended), within 30 days of the Commencement Date.

PS17 CARE OF WORKS, DAMAGE, INJURY, AND INSURANCE

If any insurance claim arises, the Contractor shall immediately proceed with the necessary repairs after the damage has been established by the assessor, irrespective of whether the claim has been settled. No extension of time shall be granted if there is a waiting period for the settlement of the claim and all costs or losses which the Contractor may have regarding lost time, shall be deemed as covered by the insurance claim, or shall be borne by the Contractor himself.

PS18 EXTENSION OF TIME DUE TO SHORTAGE OF MATERIAL

Add the following Sub-Clause: If, during the preparation of his tender or during construction, the Contractor bases his unit prices on prices obtained from specific material or specific suppliers, it will be accepted that the Contractor has ascertained that such material shall be available on a continuous basis for execution of the contract.

No extension of time shall be granted if material cannot be obtained locally, but is available from other sources in the country, and no additional remuneration shall be granted for increased costs due to obtaining material from sources in other parts of the country.

If suppliers cannot adhere to the quoted delivery dates, any delays resulting from this shall be considered as a matter between the supplier and the Contractor. Extension of time could be granted under such conditions after complete proofs have been submitted to and accepted by the Engineer, but without any financial implications for the Employer.

PS19 VALUE ADDED TAX (VAT)

Value added tax (VAT) shall be calculated on each payment certificate, but it shall remain the responsibility of the Contractor to issue a tax invoice for the certified amount. The Contractor is responsible for the payment of VAT.

PS20 MAKING GOOD OF DEFECTS

If it is deemed necessary in the opinion of the Engineer, the defects liability period after repairs can be extended for a further period of twelve months or for a period to the discretion of the Engineer, as regards the relevant part of the works that is made good.

PS21 FEATURES REQUIRING SPECIAL ATTENTION

PS21.1 Protection of trenches, pipelines, and appurtenant works

Trenches shall always be effectively protected against the ingress of storm-water and also valve chambers and manholes as wells as structures at road crossings. Pipelines shall be positively protected against the ingress of dirt, foreign matter, storm-water and seepage water. The necessary steps in this regard include the following:

Sealing off pipe and branch ends with tightly sealing covers of strong plastic or other suitable material before loading for delivery to Site. These covers shall be fully maintained until the moment of jointing of the relevant pipe end or branch.

Open pipe ends in the trench shall be sealed off whenever work is stopped and shall be kept sealed off until closure by further pipe laying is affected. These sealing covers shall be tight sealing and sufficiently strong in fibre strength and attachment to the pipe, to withstand a water pressure corresponding to a head of 3m.

Air valves shall be consigned to Site sealed in strong transparent plastic bags which bags shall only be removed at the moment of installation.

Seepage water in the trench shall not be allowed to accumulate and shall be dealt with forthwith as provided for in Specification SABS 1200DB.

PS 21.2 OPENING UP OF EXISTING SERVICES

Wherever connection to the existing pipes is to be made, the existing pipes shall be opened up by means of hand excavation under the direction of the Resident Engineer.

EMALAHLENI LOCAL MUNICIPALITY



TENDER NO: ELM 11/2023

DUVHA PARK EXT. 2: ELECTRIFICATION OF 500 RDP UNITS

C4 SITE INFORMATION

Locality plan



EMALAHLENI LOCAL MUNICIPALITY



TENDER NO: ELM 11/2023

PANEL OF CONTRACTORS FOR CONSTRUCTION, SUPPLY AND MAINTENANCE OF STORMWATER DRAINAGE ON “AS AND WHEN BASIS” FOR A PERIOD OF 36 MONTHS IN EMALAHLENI LOCAL MUNICIPALITY

C5 RELEVANT DOCUMENTATION

The following documents are attached hereto and form part of the Contract:

- Annexure A - Health and Safety Specifications
- Annexure B - Pro-forma agreement in terms of Occupational Health and Safety Act
- Annexure C - Notification of construction work
- Annexure D - Pro-forma contract between contractor and worker
- Annexure E - Pro-forma attendance register
- Annexure F - Contract person days calculation format
- Annexure G - Contractor's monthly report format
- Annexure H – Environmental management plan
- Annexure I – Geotechnical Investigation Report
- Annexure J – Tender Drawings

ANNEXURE A

HEALTH AND SAFETY SPECIFICATIONS

1. OH&S MANAGEMENT

Structure and Organization of OH&S Responsibilities

1.1.1. Overall Supervision and Responsibility for OH&S

The Client is to ensure that the Principal Contractor, appointed in terms of Construction Regulation 4(1) (c), implements and maintains the agreed and approved OH&S Plan.

The Chief Executive Officer of the Principal Contractor in terms of Section 16 (1) of the Act is to ensure that the Employer (as defined in the Act) complies with the Act. Annexure 2 - "Legal Compliance Audit" may be used for this purpose.

Any OH&S Act (85 /1993), Section 16 (2) appointee/s as detailed in his/her respective appointment forms.

The Construction Supervisor and Assistant Construction Supervisor/s appointed in terms of Construction Regulation 6.

Further (Specific) Supervision Responsibilities for OH&S

Appointments required by the Act and Regulations:

- OH&S Representatives (Sections 17/18 of the Act)
- OH&S Committees (Sections 19/20 of the Act)
- Risk Assessor (Construction Regulation. 7(1))
- Accident/Incident Investigations Co-coordinator (General Administrative Regulation 9 (2))
- Form/Support work Supervisor (Construction Regulation 10(a))
- Batch Plant Supervisor (Construction Regulation 18(1))
- Stacking & Storage Supervisor (Construction Regulation 26(a))
- Fire Equipment Inspector (Construction Regulation 27(h))
- Electrical Installations, Machinery & Appliances Inspector (Construction Regulation 22)
- Excavations Supervisor (Construction Regulation 11(1))
- Demolition Supervisor (Construction Regulation 12(1))
- OH & S Officer (where necessary) (Construction Regulation 6(6))
- Person Responsible for Machinery (General Machinery Regulation 2)
- Emergency, Security and Fire Co-coordinator (Construction Regulation 27(h) & Environmental Regulation 9)
- Fire Equipment Inspector (Construction Regulation 27(h) Environmental Regulation 9)
- First Aider (General Safety Regulation 3(2))
- Hazardous Chemical Substances Supervisor (HCS Regulations)
- Ladders Inspector (General Safety Regulation 13A)
- Lifting Equipment Inspector (Construction Regulation 20)
- Operators & Drivers of Construction Plant & Vehicles (Construction Regulation 21 (i))
- Structures Supervisor (Construction Regulation 9)
- Users Operators of Construction Equipment (Construction Regulation 21(ii))
- Welding Supervisor (General Safety Regulation 9)
- Communication and Liaison

OH&S liaison between the Client, the Principal Contractor, the other Contractors, the Consulting Engineer and other concerned parties will be through the OH&S Committee as in 3.10.

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

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

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

1.3. OH & S File

The Principal Contractor must, in terms of Construction Regulation 5 (7), keep a health and safety file on site at all times that must include all documentation required in terms of the Act and Regulations and must also include a list of all Contractors on site that are accountable to the Principal Contractor and the agreements between the parties and details of work being done.

The following documents must be kept in the OH & S file:

- 1) Notification of Construction Work (Construction Regulation 3.)
- 2) Copy of OH&S Act (updated) (General Administrative Regulation 4.)
- 3) Proof of Registration and good standing with a COID Insurer (Construction Regulation 4 (g))
- 4) Copy of health and safety plan (construction regulation 5 (1))
- 5) OH&S Programme agreed with Client including the underpinning Risk Assessment and Method Statements (Construction regulation 5 (1))
- 6) Designs/drawings (Construction Regulation 5 (8))
- 7) A list of Contractors (Subcontractors) including copies of the agreements between the parties and the type of work being done by each contractor (Construction Regulation 9)
- 8) Appointment / Designation forms as per 3.1.1. and 3.1.2. above.

Registers as follows:

- Accident/Incident Register (Annexure 1 of the General Administrative Regulations)
- OH & S Representatives Inspection Register
- Form/Support work Inspection
- Excavations Inspection
- Lifting Equipment
- Demolition Inspections
- Designer's Inspection of Structures Record
- Batch Plant Inspections
- Arc & Gas Welding & Flame Cutting Equipment Inspections
- Construction Vehicles & Mobile Plant Inspections
- Electrical Installation and Machinery Inspections
- Fire Equipment Inspection & Maintenance
- First Aid
- Hazardous Chemical Substances
- Lifting Tackle and Equipment Inspections
- Inspection of Cranes
- Inspection of Ladders
- Inspection of Vessels under Pressure
- Machinery Inspections
- Drivers/Operators of Mobile Plant/Construction Vehicles Daily Inspections

The Principal Contractor will be required to submit the abovementioned registers monthly to the chairperson of the OH&S Committee for endorsement.

The Health & Safety File must be handed over to the Client on completion of the contract. It must contain all the documentation handed to the Principal Contractor by any subcontractors together with a record of all drawings, designs, materials used and other similar information concerning the completed project.

1.4. OH & S Goals and Objectives and Arrangements for Monitoring and Review of OH&S Performance

The Principal Contractor is required to maintain a Compensation Incidence Frequency Rate (CIFR) of at least 8 (Refer Annexure 3 - "Measuring Injury Experience") and to report on this to the Client on a monthly basis.

Identification of Hazards and Development of Risk Assessments, Standard Working Procedures (SWP) and Method Statements

The Principal Contractor is required to develop Risk Assessments, Standard Working Procedures (SWP) and Method Statements for each activity executed in the contract or project (Refer to Section 4. below "Project/Site Specific Requirements")

Arrangements for Monitoring and Review

Monthly Audit by Client

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

Other Audits and Inspections by Client

The Client reserves the right to conduct other ad hoc audits and inspections as deemed necessary.

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

1.6.3 Reports

The Principal Contractor is required to provide the Client with a monthly report in the format as per the attached Annexure 4: "SHE Risk Management Report"

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

- dies
- becomes unconscious
- loses a limb or part of a limb

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

or where:

- a major incident occurred
- the health or safety of any person was endangered
- where a dangerous substance was spilled
- the uncontrolled release of any substance under pressure took place
- machinery or any part of machinery fractured or failed resulting in flying, falling or uncontrolled moving objects
- machinery ran out of control

To the Provincial Director of the Department of Labour within seven days. (Section 24 of the General Administrative Regulation 8.). The Principal Contractor is required to provide the Client with copies of all statutory reports required in terms of the Act.

The Principal Contractor is required to provide the Client with copies of all internal and external accident/incident investigation reports including the reports contemplated in 3.9. below.

1.6.4 Review

The Principal Contractor is to review the Hazard Identification, Risk Assessments and SWP's at each two weekly site inspection/meeting as the construction work develops and progresses and each time that changes are made to the designs, plans and construction methods and processes.

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

Site Rules and Other Restrictions

Site OH&S Rules

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

1.7.2. Security and Emergency Arrangements

The Principal Contractor must establish site access rules and implement and maintain these throughout the construction period.

Access control must include the rule that non-employees will not be allowed on site unaccompanied.

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

The Principal Contractor must appoint a competent Emergency Controller who must develop emergency contingency plans for any emergency that may arise on site as indicated by the risk assessments. These must include a monthly practice/testing programme for the plans e.g. January: trench collapse, February: flooding etc. and practiced/tested with all persons on site at the time, participating.

1.8 Training

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

General Induction Training

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

Site Specific Induction Training

All employees of the Principal and other Contractors to be in possession of Site Specific OH&S Induction Training.

Other Training

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

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

OH&S TRAINING REQUIREMENTS: (AS REQUIRED BY THE CONSTRUCTION REGULATIONS AND AS INDICATED BY THE OH&S SPECIFICATION AND THE RISK ASSESSMENT/S):

- General Induction (Section 8 of the Act)
- Site/Job Specific Induction (also visitors) (Sections 8 & 9 of the Act)
- Site/Project Manager
- Construction Supervisor
- OH&S Representatives (Section 18 (3) of the Act)
- Training of the Appointees indicated in 3.1.1. & 3.1.2. above
- Operation of Cranes (Driven Machinery Regulations 18 (11))
- Operators and Drivers of Construction Vehicles & Mobile Plant (Construction Regulation 21)
- Basic Fire Prevention & Protection (Environmental Regulations 9 and Construction regulation 27)
- Basic First Aid (General Safety Regulations 3)
- Storekeeping Methods & Safe Stacking (Construction Regulation 26)
- Emergency, Security and Fire Co-coordinator

1.9. Accident and Incident Investigation

The Principal Contractor is responsible for the investigation of all accidents/incidents where employees and non-employees were injured to the extent that he/she had to be referred for medical treatment by a doctor, hospital or clinic. (General Administrative Regulation 9).

The results of the investigation to be entered into the Accident/Incident Register. (General Administrative Regulation 9)

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

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

OH & S Representatives and Committees

Designation of OH&S Representatives

Where the Principal Contractor employs more than 20 persons (including the employees of other contractors (sub-contractors) he has to appoint one OH&S Representative for every 50 employees or part thereof. General Administrative Regulation 6 requires that the appointment or election and subsequent designation of the OH&S Representative is executed in consultation with Employee Representatives or Employees. (Section 17 of the Act and General Administrative Regulation 6. & 7.)

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

Duties and Functions of the OH&S Representatives

The Principal Contractor must ensure that the designated OH&S Representatives conduct a minimum monthly inspection of their respective areas of responsibility using a checklist and report thereon to the Principal Contractor.

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

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

1.10.3. Appointment of OH&S Committee

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

THE OH&S COMMITTEE MUST MEET MINIMUM MONTHLY AND CONSIDER, AT LEAST, THE FOLLOWING AGENDA:

- 1) Opening and welcome
- 2) Present/Apologies/Absent
- 3) Minutes of previous meeting
- 4) Matters arising from the previous minutes
- 5) OH&S Representatives Reports
- 6) Incident Reports & Investigations
- 7) Incident /Injury statistics
- 8) Other matters
- 9) Endorsement of Registers and the statutory documents by a representative of the Principal Contractor
- 10) Close/Next Meeting

PROJECT / SITE SPECIFIC REQUIREMENTS

The following is a list of specific activities and considerations that have been identified for the project and the construction site and for which Risk Assessments, Standard Working Procedures (SWP), management and control measures and Method Statements (where necessary) have to be developed by the Principal Contractor:
Clearing & Grubbing of the Area/Site

SITE ESTABLISHMENT INCLUDING:

- Office/s
- Secure/safe storage for materials, plant & equipment
- Ablutions
- Sheltered eating area
- Maintenance workshop
- Vehicle access to the site
- Dealing with existing structures (NB: the existing pipeline is also a structure.)
- Location of existing services
- Installation and maintenance of temporary construction electrical supply, lighting and equipment
- Adjacent land uses/surrounding property exposures
- Boundary and access control/Public Liability Exposures (NB: The Employer is also responsible for the OH&S of non-employees affected by his/her work activities.)

HEALTH RISKS ARISING FROM NEIGHBOURING AS WELL AS OWN ACTIVITIES AND FROM THE ENVIRONMENT E.G. THREATS BY DOGS, BEES, SNAKES, LIGHTNING ETC.

- Exposure to noise
- Exposure to vibration
- Protection against dehydration and heat exhaustion
- Protection from wet & cold conditions
- Dealing with HIV/Aids and other diseases
- Use of Portable Electrical Equipment including
- Angle grinder
- Electrical drilling machine
- Skill saw
- Excavations including
- Ground/soil conditions
- Trenching
- Shoring
- Drainage of trench
- Welding including
- Arc Welding
- Gas welding
- Flame cutting
- Use of LP gas torches and appliances
- Loading & offloading of trucks
- Aggregate/sand and other materials delivery
- Manual and mechanical handling
- Lifting and lowering operations
- Driving & operation of construction vehicles and mobile plant including
- Trenching machine
- Excavator
- Bomag roller
- Plate compactor
- Front end loader
- Mobile cranes and the ancillary lifting tackle
- Parking of vehicles & mobile plant
- Towing of vehicles & mobile plant
- Use and storage of flammable liquids and other hazardous substances

- Layering and bedding of trench floor
- Installation of pipes in trench
- Pressure testing of pipeline
- Installing heat shrink joint sleeves
- Backfilling of trench
- Protection against flooding
- Gabion work
- Use of explosives
- Protection from overhead power lines
- As discovered by the Principal Contractor's hazard identification exercise
- As discovered from any inspections and audits conducted by the Client or by the Principal Contractor or any other Contractor on site
- As discovered from any accident/incident investigation.

Annexure 1: Safety Agreement

Annexure 2: Construction Occupational Health – Safety – Environment Audit System

Annexure 3: Guidelines for the development of a Health and Safety Plan.

Annexure 4: Guide to Risk Assessment

ANNEXURE 1

EMALAHLENI LOCAL MUNICIPALITY TENDER NO: ELM 11/2023

DUVHA PARK EXT. 2: ELECTRIFICATION OF 500 RDP UNITS – SAFETY AGREEMENT

**MEMORANDUM OF AGREEMENT CONCLUDED BY AND BETWEEN: EMALAHLENI LOCAL MUNICIPALITY
(HEREINAFTER REFERRED TO AS THE CLIENT)**

herein represented by _____
in his capacity as _____
of the Client, he being duly authorized thereto

and

(hereinafter referred to as the Mandatory)

herein represented by _____
in his capacity as _____
of the Mandatory, he being duly authorized thereto

WHEREAS:

The Client and the mandatory entered into a written, alternatively oral agreement on the.....Day of
.....20..... in terms of which the Mandatory undertook to carry out the
following work for the client, viz. (give a short description of the type of contract work to be done as well as
the address where work will be done)

*(The said contract work is hereinafter referred to as the **Work**)*

The Occupational Health and Safety Act, Act 85 of 1993 as amended (hereinafter referred to as **the Act**) contains amongst others certain provisions with regard to the health and safety of people at work and in connection with the usage of plant and machinery, as well as the protection of other persons than persons at work against hazards to health and safety that originates from or in connection with the activities of persons at work.

Section 37(2) of the Act makes provision for the exclusion by the parties, by way of a written agreement, of supposition and accompanying liability of the Client as stipulated in section 37(1) of the Act.

The parties have reached consensus with regard to the terms and conditions to which they agree in terms of the provisions of section 37(2) of the Act.

NOW THEREFOR THE PARTIES AGREE AS FOLLOWS

1. WRITTEN AGREEMENT

The parties herewith agree in terms of section 37(2) of the Act on the arrangements and procedures that must be followed to ensure compliance with the provisions of the Act by the Mandatory.

2. ACKNOWLEDGEMENT BY THE MANDATARY

The mandatory acknowledge herewith that he is fully acquainted with the contents of the Act, as well as with all regulations and SABS codes of practice that have been made in terms of section 43 of the Act.

3. UNDERTAKING BY MANDATARY

- (a) The Mandatory hereby undertakes and binds himself to the Client to ensure prompt and strict compliance with the provisions of the Act and the said regulations as well as with the provisions included in this Safety Agreement at all times during the execution of the Works
- (b) It is hereby recorded that the provisions of this Safety Agreement as set out hereinafter are in no way intended to restrict the duties of the Mandatory, nor to exempt the Mandatory from his obligation in accordance with the Act and the said regulations

4. PERSONAL PROTECTIVE EQUIPMENT

- (a) It is compulsory to wear equipment for eye protection when working in an eye protection zone or where the Work requires eye protection.
- (b) It is compulsory to wear safety helmets when working in a safety helmet zone or where the Work requires safety helmets.
- (c) It is compulsory to wear hearing protection when working in a noise zone or where the Work requires hearing protection.
- (d) The wearing of other protective clothing and equipment as prescribed by the Occupational Health and Safety Officer of the Client is compulsory.
- (e) The Mandatory shall ensure that the statutory requirements are complied with at all times.

5. FENCING AND GENERAL MACHINERY PROTECTION

No shield or fencing may be removed from or be moved at any machinery or installation without written permission.

6. SCAFFOLDING, LADDERS, TOOLS, ET CETERA

The Mandatory without the written permission of the Client may use no equipment or tools that belong to the Client.

Except where agreed beforehand the Mandatory shall provide enough tools and equipment to enable him to complete the Works and the Mandatory shall provide all storerooms, offices and eating halls that he may need. The Mandatory will be responsible for all his material on site.

In special case where the Client may lend equipment, tools or materials to the Mandatory, the Mandatory will use such equipment, tools and/or materials at his own risk and the Mandatory herewith indemnifies the Client against any liability of whichever nature or from any cause whatsoever, whether direct or indirect, that may arise from such usage.

7. SERVICES AND WORKING METHODS

The written permission of the Chief Executive/Town Clerk of the Client shall be obtained where any work which must be undertaken by the Mandatory is connected with a working process or machinery or any other service in connection therewith, or may possibly affect it, before he commences with such work.

Approval shall be obtained from the City Electrical Engineer of the Client before any equipment is connected to the electrical supply of the Client. All equipment shall be isolated before any equipment is connected to the electrical supply of the Client.

It shall be isolated and be provided with earth leakage protection. Electrical machinery, portable electrical tools and portable lights must comply with the requirements of the applicable regulations.

Work permits must be issued in terms of the Occupational Health and Safety Act and Regulations when the nature of the work requires it. Permits must be issued by the relevant departmental head where necessary.

8. EXCAVATIONS

Written permission for excavations shall be obtained from the City Engineer of the Client and the Mandatory shall make sure of the existence and position of electrical cables, discharge pipes, gas lines, water conduits, et cetera before he commences with any excavation work.

All excavations and obstructions and/or any openings in platforms or floors shall be enclosed in a safe way and warning notices shall be erected to ensure absolute safety. An adequate number of red or orange caution lights shall be provided when it is dark or should bad light prevail.

The area surrounding excavations shall be kept in a safe, orderly and tidy condition. No walkways or workplaces.

Nobody may enter into any restricted area in which hazardous fumes or a shortage of oxygen exists without a permit giving permission to do so, issued by the head of the relevant department of the Client and until it has been certified safe for entrance by the Occupational Health and Safety Officer and the Health Inspector of the Client.

9. RESTRICTION TO WORKPLACE

Employees of the Mandatory shall be restricted to their workplaces except when they have to leave their area for work purposes or when they visit toilets.

10. SUBCONTRACTORS

The Mandatory shall ensure that all subcontractors receive a copy of this safety agreement and must ensure they comply with it.

11. OCCUPATIONAL HEALTH AND SAFETY OFFICER AND THE REPORTING OF ALL ACCIDENTS

The Occupational Health and Safety Officer of the Client is available for consultation and he will make periodical visits to the workplace of the Mandatory. Any hazardous occurrence or incident to the employees of the Mandatory that results in absence from work for a period longer than three days shall be reported in writing to the Occupational Health and Safety Officer of the Client within forty eight hours as well as to the Department of Labour as specified by the Act. Every user, employer, occupier, builder or excavator must, under this Act, keep record of all accidents that occur.

In the case of an accident that results in loss of life, nobody may disturb the scene of the accident or any articles involved in the accident prior to the arrival of the Occupational Health and Safety Officer and the Inspector, unless it is to prevent another accident from happening or the prevention of loss of life or to remove corpses.

The Occupational Health and Safety Officer will issue contravention notices to the Mandatory or a subcontractor when there is a non-compliance and will specify the time in which it must be rectified.

The Occupational Health and Safety Officer will issue work stop notices to the Mandatory or subcontractor whenever he is of the opinion that the health and safety of any person at work is threatened or that the contravention notices are not adhered to.

12. FIRST AID

Where five or more persons are employed at a workplace, the Mandatory shall provide and maintain an adequately equipped first-aid box that meets the following requirements:

- (a) Every first-aid box shall contain the minimum contents as prescribed by the Occupational Health and Safety Act.
- (b) Nothing except articles and equipment required for first-aid purposes may be kept in the first-aid box.
- (c) Each first-aid box shall be kept in a place readily accessible in case of an accident. All first-aid boxes shall be placed under control of a responsible person except where five or less persons are at work. The responsible person must be in the possession of a valid first-aid certificate issued by one of the following organizations:

- A South-African Red Cross Society**
- B St. John's Ambulance Foundation**
- C South-African First-Aid League**

A notice indicating where the first-aid box is kept as well as the name of the person in charge shall be affixed in a conspicuous place. The first-aid facilities of the Client may be used during emergencies.

13. FIRE PREVENTION MEASURES AND STORAGE OF FLAMMABLE MATERIAL

The Fire department of the Client shall be notified before any welding, oxyacetylene welding, cutting, burning of paint or tar from floors or roofs is undertaken so that the necessary fire prevention measures can be arranged. All "NO SMOKING AND OPEN SURFACE FIRES/LIGHTS PROHIBITED" notices shall be adhered to. The Mandatory and his senior employee shall acquaint themselves and their fellow workers with the fire prevention measures of the Client, which will also include fire alarm notices and exits in case of fire, and they shall ensure that these rules are strictly complied with.

14. COMPLETION OF WORK

Before the mandatory or his sub-contractors leaves the site they shall inform the Head of the relevant Department of the Client and obtain his/her written approval that the work has been completed satisfactory and that the site of the work is left in a good condition.

15. SALVAGED MATERIAL AND EQUIPMENT

Any building demolished or equipment or materials that are salvaged whilst carrying out the work shall remain the property of the Client, unless the contract specifically provides otherwise.

16. BREAKING OF THESE RULES AND POOR CONDUCT

The Mandatory is warned that no behaviour that causes danger to their own employees, to the employees of the Client or general public will be tolerated. The Occupational Health and Safety Officer of the Client reserves the right of the withdrawal of any employees of the Mandatory or Client from the premises in the case of any default or breach of the agreement and to order that the completion of the work be stayed, pending compliance with this agreement; alternatively to cancel the agreement referred to in par.2 in which event the Client will be entitled to appoint an alternative contractor to complete the work and recover the costs thereof from the mandatory, without prejudice to any alternative or additional right or action or remedy to the Client, to recover from the mandatory damages for the default or breach and the cancellation.

The senior employees of the Mandatory shall sign a note of acknowledgement of this safety agreement to certify that they have received the regulations as included herein and that they understand the regulations

17. INTOXICATION

Nobody that is in a state of intoxication or that is in any other condition that causes or may cause his/her incapability to control him/herself or persons under his control may and shall not be permitted on the premises of the Client. The Occupational Health and Safety Officer of the Client reserves the right to the withdrawal of any employees of the Mandatory or Client from the premises in the case of any transgression of this nature.

18. CONFIDENTIALLY

The Mandatory shall at all times treat data and information that have been made known to him or that he requires in connection with his work from the Client as confidential and he may not make unauthorized use thereof. He must also ensure that such data and information are not communicated to anybody else that is not an employee of the Mandatory without obtaining prior written approval from the Client and he must further ensure that such persons do in fact know that the said information is confidential and that they are obliged to treat it as such.

The Mandatory shall provide for adequate physical protection for any confidential documents, sketches, et cetera that he receives from the Client in connection with the work as well as for any copies thereof that he makes. He shall hand back all documents sketches and copies thereof to the Client upon completion of the work, or earlier, if so requested by the Client. The Mandatory shall inform the Client immediately should any such documents or sketches become lost.

19. INDEMNIFICATION BY THE MANDATORY

The following conditions will be applicable to the Mandatory:

- (a) The Mandatory is liable and herewith indemnifies the Client irrevocably and in full against any claim for loss or damage to property or arising from death or injury of any person and any associated loss or damage suffered, and against all lawsuits, claims, demands, costs, expenses, and charges that may arise when the said occurrences are caused on purpose or through the negligence, violation of legal obligations or failure by the Mandatory or its employees.
- (b) Whenever any of the employees of the Client is busy with work to, or with the supply of material that will be used during the execution of the work by the Mandatory, or otherwise busy with work under the instruction and supervision of the Mandatory, in as far as they may be negligent or fail to do their duty, they will be regarded as employees of the mandatory
- (c) All installations, equipment, hoisting-apparatus and other implements, scaffolding, ladders, material, et cetera that are borrowed from the Client by the Mandatory for usage during the execution of the work, will be used entirely at the risk of the Mandatory or employees of the Mandatory and the Mandatory herewith indemnifies the Client irrevocably and in full against any liability that may arise from such usage.

20. AMENDMENTS MUST BE IN WRITING

The parties agree herewith that this safety agreement is the only safety agreement between them and that no amendment thereof will be valid unless it is in writing and signed by both parties.

21. JURISDICTION AND LEGAL COSTS

In the event of any legal action being instituted pertaining to this agreement the party in default or breach will be liable for the other party's legal costs on the scale as between attorney and own client and the parties consent to the jurisdiction of the magistrate's court for purpose of any legal action being instituted.

PARTICULARS OF THE MANDATORY

Name (Mandatory) _____

C.E.O. (Section 16(1)) _____

ID NO.: _____

Designation: _____

Name of Business _____

Address of Business:

Tel number (h) _____ (w) _____ e-m ail _____

Number of employees employed _____

Registration number as allocated to the Mandatory by the Workman's Compensation

Commissioner _____

Date allocated _____

Thus done and signed on this _____ day of _____ 20 _____

As witnesses:

_____ (Signature) _____ (Name in print)

_____ (Signature) _____ (Name in print)

_____ (Signature) _____ (Name in print)

THE MANDATORY

Thus done and signed on this _____ day of _____ 20____ As witnesses
_____ (Signature) _____ (Name in print)

_____ (Signature) _____ (Name in print)

_____ (Signature) _____ (Name in print)

THE CLIENT

Acknowledgement of receipt of the agreement:

THE MANDATORY

ANNEXURE 2
CONSTRUCTION OCCUPATIONAL HEALTH - SAFETY - ENVIRONMENT
AUDIT SYSTEM

(Based on the New Construction Regulations)

* Denotes items applicable to both Construction sites and Contractors Plant/Storage

1. ADMINISTRATIVE & LEGAL REQUIREMENTS

Section/Regulation	Subject	Requirements	Yes/No
Construction. Regulation 3	Notice of carrying out Construction work	Department of Labour notified Copy of Notice available on Site	
General Admin. Regulation 3	*Copy of OH&S Act (Act 85 of 1993)	Updated copy of Act & Regulations on site Readily available for perusal by employees	
COID Act Section 80	*Registration with Compels. Insurer	Written proof of registration / Letter of good standing available on Site	
Construction. Regulation 4 & 5(1)	OH&S Specification & Plan	OH&S Specification received from Client OH&S plan developed Updated regularly	
Section 8(2)(d) and Construction. Regulation 6	*Hazard Identification & Risk Assessment	Hazard Identification carried out/Recorded Risk Assessment and Plan drawn up/Updated Risk Assessment Plan available on Site Employees/Subcontractors informed/trained	
Section 16(2)	*Assigned duties (Managers)	Responsibility of complying with the OH&S Act assigned to other person/s by CEO.	
Construction. Regulation 5(2)	Designation of Person Responsible on Site	Competent person appointed in writing as Construction Supervisor	
Construction. Regulation 5(5)(a)	Designation of Subordinate Person	Competent person appointed in writing as Sub-ordinate Construction Supervisor	
Section 17 & 18	*Designation of Occupational Health & Safety Representatives	More than 20 employees - one OH&S Representative, one additional OH&S Rep. for each 50 employees or part thereof. Designation in writing, period and area of responsibility specified. Meaningful OH&S Rep. reports. Reports actioned by Management.	
Section 19 & 20	*Occupational Health & Safety Committee/s	OH&S Committee/s established. Members appointed in writing. Meetings held monthly. Minutes kept. Actioned by Management.	
Section 37	*Agreement with Mandatories (Sub-Contractors)	Written agreement with Subcontractors. List of Subcontractors displayed. Proof of Registration with Compensation Insurer/Letter of Good Standing Construction Work Supervisor designated Written arrangements concerning OH&S Reps & OH&S Committee Written arrangements regarding First Aid	

Section/Regulation	Subject	Requirements	Yes/No
Construction. Regulation 7	Fall Prevention & Protection	Competent person appointed to draw up and supervise the Fall Protection Plan Proof of appointee's competence available on Site Risk Assessment carried out for work at heights Fall Protection Plan drawn up/updated Available on Site	
Construction. Regulation 8	Roof work	Competent person appointed to plan & supervise Roof work. Proof of appointee's competence available on Site Risk Assessment carried out Roof work Plan drawn up/updated Roof work inspect before each shift. Inspection register kept Employees medically examined for physical & psychological fitness. Written proof available	
Construction. Regulation 9	Structures	Information re. the structure being erected received from the Designer including: - geo-science technical report where relevant - the design loading of the structure - the methods & sequence of construction - anticipated dangers/hazards/special Measures to construct safely Risk Assessment carried out Method statement drawn up All above available on Site Structures inspected before each shift. Inspections register kept	
Construction. Regulation 10	Formwork & Support work	Competent person appointed in writing to supervise erection, maintenance, use and dismantling of Support & Formwork Design drawings available on site Risk Assessment carried out Support & Formwork inspected: - before use/inspection - before pouring of concrete - weekly whilst in place - before stripping/dismantling. Inspection register kept	
Construction. Regulation 11	Scaffolding	Competent persons appointed in writing to: - erect scaffolding (Scaffold Erector/s) - act as Scaffold Team Leaders - inspect Scaffolding weekly and after inclement weather (Scaffold Inspector/s) Written Proof of Competence of above appointees available on Site Copy of SABS 085 available on Site Risk Assessment carried out Inspected weekly/after bad weather. Inspection register/s kept	

Section/Regulation	Subject	Requirements	Yes/No
Construction. Regulation 12	Suspended Scaffolding	Competent persons appointed in writing to: <ul style="list-style-type: none"> - erect Susp.scaffolding (Scaffold Erector/s) - act as Susp.Scaffold Team Leaders - inspect Susp.Scaffolding weekly and after inclement weather (Scaffold Inspector/s) Risk Assessment conducted Certificate of Authorization issued by a registered professional engineer available on Site/copy forwarded to the Department of Labour The following inspections of the whole installation carried out by a competent person <ul style="list-style-type: none"> - after erection and before use - daily prior to use. Inspection register kept The following tests to be conducted by a competent person: <ul style="list-style-type: none"> - load test of whole installation and working parts every 12 months - hoisting ropes/hooks/load attaching devices quarterly. Tests log book kept Employees working on Susp.Scaffold medically examined for physical & psychological fitness. Written proof available	
Construction. Regulation 13	Excavations	Competent person/s appointed in writing to supervise and inspect excavation work Written Proof of Competence of above appointee/s available on Site Risk Assessment carried out Inspected: <ul style="list-style-type: none"> - before every shift - after any blasting - after an unexpected fall of ground - after any substantial damage to the shoring - after rain. Inspections register kept Method statement developed where explosives will be/ are used	
Constructions. Regulation 14	Demolition Work	Competent person/s appointed in writing to supervise and control Demolition work Written Proof of Competence of above appointee/s available on Site Risk Assessment carried out Engineering survey and Method Statement available on Site Inspections to prevent premature collapse carried out by competent person before each shift. Inspection register kept	
Construction. Regulation 16	Materials Hoist	Competent person appointed in writing to inspect the Material Hoist Written Proof of Competence of above appointee available on Site. Materials Hoist to be inspected weekly by a competent person. Inspections register kept.	
Construction. Regulation 17	Caissons & Cofferdams	Competent person appointed in writing to supervise, control & inspect the construction, installation/dismantling of caissons/coffer dams Written Proof of Competence of above appointee available on Site	

Section/Regulation	Subject	Requirements	Yes/No
		Risk Assessment carried out To be inspected daily by a competent person. Inspections register kept	
Construction. Regulation 18	Explosive Powered Tools	Competent person appointed to control the issue of the Explosive Powered Tools & cartridges and the service, maintenance and cleaning. Register kept of above Empty cartridge cases/nails/fixing bolts returns recorded Cleaned daily after use	
Construction. Regulation 19	Batch Plants	Competent person appointed to control the operation of the Batch Plant and the service, maintenance and cleaning. Register kept of above Risk Assessment carried out Batch Plant to be inspected weekly by a competent person. Inspections register kept	
Construction. Regulation 20/ Mine Health & Safety Act (29 of 1996)	Tunnelling	Complying with Mines Health & Safety Act (29 of 1996) Risk Assessment carried out	
Construction. Regulation 21/ Driven Machinery Regulations 18 & 19	Cranes & Lifting Machines Equipment	Competent person appointed in writing to inspect Cranes, Lifting Machines & Equipment Written Proof of Competence of above appointee available on Site. Cranes & Lifting tackle identified/numbered Register kept for Lifting Tackle Log Book kept for each individual Crane Inspection: - All cranes - daily by operator - Tower Crane/s – after erection/6monthly - Other cranes – annually by comp. person - Lifting tackle (slings/ropes/chain slings etc.) - 3 monthly Risk Assessment carried out	
Construction. Regulation 22/Electrical Machinery Regulations 9 & 10/Electrical Installation Regulations	*Inspection & Maintenance of Electrical Installation & Equipment (including portable electrical tools)	Competent person appointed in writing to inspect/test the installation and equipment. Written Proof of Competence of above appointee available on Site. Inspections: - Electrical Installation & equipment inspected after installation, after alterations and quarterly. Inspection Registers kept Portable electric tools and -lights and extension leads identified/numbered. Monthly visual inspection by User/Issuer/ Storeman. Register kept.	
Construction. Regulation 2 Diving Regulations	Water Environments	Competent person appointed in writing to supervise diving operations and ensure maintenance, statutory inspection and testing by an Approved Inspection Authority of equipment used Written Proof of Competence of above appointee available on Site Proof of registration of all divers present on site available Risk Assessment carried out	

Section/Regulation	<i>Subject</i>	Requirements	Yes/No
		Diving Manual produced. Available on Site Record of Voice Communications kept Diving Operations record kept Each Diver keeps a personal logbook. Entries countersigned by the Diving Supervisor Decompression tables available on Site Records of any Decompression illness kept Certificate of Manufacture of any Compression Chamber or Diving Bell in use available on Site	
Construction. Regulation 30/ General Safety Regulation 8(1)(a)	*Designation of Stacking & Storage Supervisor.	Competent Person/s with specific knowledge and experience designated to supervise all Stacking & Storage Written Proof of Competence of above appointee available on Site	
Construction. Regulation 31/ Environmental Regulation 9	*Designation of a Person to Co-ordinate Emergency Planning And Fire Protection	Person/s with specific knowledge and experience designated to co-ordinate emergency contingency planning and execution and fire prevention measures Emergency Evacuation Plan developed: <ul style="list-style-type: none"> - Drilled/Practiced - Plan & Records of Drills/Practices available on Site Fire Risk Assessment carried out All Fire Extinguishing Equipment identified and on register. Inspected weekly. Inspection Register kept Serviced annually	
Construction. Regulation 32/ General Safety Regulation 3	*First Aid	Every workplace provided with sufficient number of First Aid boxes. (Required where 5 persons or more are employed) First Aid freely available Equipment as per the list in the OH&S Act. One qualified First Aider appointed for every 50 employees. (Required where more than 10 persons are employed) List of First Aiders and Certificates Name of person/s in charge of First Aid box/es displayed. Location of F/Aid box/es clearly indicated. Signs instructing employees to report all Injuries/illness including first aid injuries	
Construction. Regulation 33/ General Safety Regulation 2	Personal Safety Equipment (PSE)	PSE Risk Assessment carried out Items of PSE prescribed/use enforced Records of Issue kept Undertaking by Employee to use/wear PSE	
Construction. Regulation 34/ General Safety Regulation 9	*Inspection & Use of Welding/Flame Cutting Equipment	Competent Person/s with specific knowledge and experience designated to Inspect Electric Arc, Gas Welding and Flame Cutting Equipment Written Proof of Competence of above appointee available on Site Equipment identified/numbered and entered into a register Equipment inspected monthly. Inspection Register kept	

Section/Regulation	<i>Subject</i>	Requirements	Yes/No
Construction. Regulation 35/ Hazardous Chemical Substances (HCS)	*Control of Storage & Usage of HCS	Competent Person/s with specific knowledge and experience designated to Control the Storage & Usage of HCS Written Proof of Competence of above appointee available on Site Risk Assessment carried out Register of HCS kept/used on Site	
Construction. Regulation 36/Vessels under Pressure Regulations	Vessels under Pressure (VUP)	Competent Person/s with specific knowledge and experience designated to supervise the use, storage, maintenance, statutory inspections & testing of VUP's Written Proof of Competence of above appointee available on Site Risk Assessment carried out Certificates of Manufacture available on Site Register of VUP's on Site Inspections & Testing by Approved Inspection Authority (AIA): - after installation/re-erection or repairs - every 36 months. - Register/Log kept of inspections, tests. Modifications & repair	
Construction. Regulation 37	Construction Vehicles & Earth Moving Equipment	Operators/Drivers appointed to: - Carry out a daily inspection prior to use - Drive the vehicle/plant that he/she is competent to operate/drive Written Proof of Competence of above appointee available on Site Record of Daily inspections kept	
Construction. Regulation 38/ General Safety Regulation 13D	*Inspection of Ladders	Competent person appointed in writing to inspect Ladders Ladders inspected at arrival on site and monthly thereafter. Inspections register kept	
Construction. Regulation 39/ General Safety regulation 13B	Ramps	Competent person appointed in writing to Supervise the erection & inspection of Ramps. Inspection register kept.	

ANNEXURE 2

GUIDELINES FOR THE DEVELOPMENT OF A HEALTH & SAFETY PLAN

1. PROJECT BACKGROUND

In terms of the Construction Regulations [Regulation 4 (1) (a)] of the Occupational Health and Safety Act, No 85 of 1993, the Client is required to compile an Occupational Health and Safety specification for each of its projects and the Principle Contractor, appointed by the Client in terms of Regulation 4 (1) (c), is required to prepare an Occupational Health and Safety Plan. This plan has to be prepared in terms of Regulation 5 (1) as well as the Client's Occupational Health & Safety Specification. In terms of Regulation 4 (2), the Client and the Principle Contractor are required to agree on the Occupational Health and Safety Plan before any work may commence.

2. FRAMEWORK FOR AN OCCUPATIONAL HEALTH AND SAFETY PLAN

2.1 INTRODUCTION

The Principal Contractor has to demonstrate to the Client that he has a suitable and sufficiently documented Occupational Health and Safety Plan as well as the necessary competencies, experience and resources to perform the construction work safely. The Principle Contractor could be required to submit the following documentation for perusal and verification by the Client:

- ***Management Structure***
- ***Quality Plan***
- ***Human Resources Plan***
- ***Registered Workplace Skills Plan***
- ***“Letter of good standing” from the Compensation Commissioner or licensed compensation insurer.***
- ***Proof of induction and other training of employees***
- ***Example copy minutes of previous Occupational Health and Safety Committee meetings and copies of Incident Investigation Reports***

2.2 CONTENTS OF AN OCCUPATIONAL HEALTH AND SAFETY PLAN

2.2.1 Occupational Health and Safety Management Programme

- Management of Occupational Health and Safety risks
- Occupational Health and Safety structures and appointments
- Programme of Occupational Health and Safety inspections
- Occupational Health and Safety Representatives
- Occupational Health and Safety committee

2.2.2 Communication and Management of the Work

- Management structure and responsibilities
- Occupational Health and Safety goals for the project and arrangements for monitoring and review of Occupational Health and Safety performance.
- Arrangements for:
 - Regular liaison between parties on site

- Consultation with the workforce
- The exchange of design information between the Client, engineer, supervisors and contractors on site
- Handling design changes during the project
- Selection and control of contractors
- The exchange of Occupational Health and Safety information between all contractors
- Security
- Site induction and onsite training
- Facilities and first-aid
- The reporting and investigation of accidents and incidents
- The production and approval of risk assessments and method statements
- Site OH&S rules
- Fire and emergency procedures
- Reporting to the Client i.e. results of Occupational Health and Safety inspections, incident and incident investigations and committee meetings
- Reporting of incidents to the Department of Labour and Compensation insurer where appropriate

2.2.3 Arrangements for controlling significant site risks

The following are some examples of the arrangements for controlling the most significant site risks:

- **SAFETY RISKS**
 - Services, including temporary electrical installations
 - Preventing employees from falling into excavations, from trucks etc.
 - Work with, on or near fragile materials
 - Control of lifting operations
 - The maintenance of plant and equipment
 - Poor ground conditions
 - Traffic routes and segregation of vehicles and pedestrians
 - Storage of hazardous materials
 - Dealing with existing unstable structures/land
 - Accommodating adjacent land use
 - Other significant safety risks as and when identified
- **HEALTH RISKS**
 - Storage and use of hazardous chemical substances
 - Dealing with contaminated land or material
 - Manual handling
 - Reducing noise and vibration
 - Provision of adequate lighting
 - Ventilation considerations
 - Extreme heat and cold temperature considerations
 - Dealing with HIV/Aids and other illnesses

- Provision of and maintaining ablution and eating facilities
- **Other significant health risks as and when identified**

2.2.4 Preparation of an Occupational Health and Safety Operational Reference File/Manual

THE FOLLOWING ARE SOME OF THE REQUIREMENTS TO BE ADDRESSED:

- Layout, format and content requirements
- Arrangement for the collection and gathering of information
- Storage and archiving of all the information
- Copy to the Client at completion of project

SUGGESTED CONTENTS OF AN OH&S FILE/MANUAL

- OH&S Policy
- Notice of new project
- Site start-up
- Security measures
- Written designations & appointments
- Arrangements with contractors/mandatories
- OH&S rules and procedures
- Induction
- OH&S training
- OH&S promotion
- OH&S representatives
- OH&S committees
- Workplace facilities e.g. ablutions, sheltered eating areas etc.
- Protective equipment
- Workplace inspections and audits
- Investigation & reporting of incidents/accidents
- Mechanical safeguarding
- Electrical safeguarding
- Safeguarding against hazardous substances
- Lifting machinery & equipment
- Construction vehicles & mobile plant
- Welding, heating & flame cutting
- Excavations
- Protection of the environment affected by construction activities
- Keeping of records in terms of the OH&S Act (85 of 1993)

ANNEXURE 3

GUIDE TO RISK ASSESSMENT

1. HOW TO DO IT?

2. STEPS TO EFFECTIVE RISK ASSESSMENT

- Step 1 : Identifying the hazards
- Step 2 : Aim to identify major hazards, don't waste time on the minor & detail
- Step 3 : Involve as many people as possible in the process especially those at risk
- Step 4 : Gather all the information and analyse it
- Step 5 : Look at what actually occurs including non-routine operations
- Step 6 : Use a systematic approach to ensure all hazards are adequately addressed
- Step 7 : Assess the risks arising considering the effectiveness of controls
- Step 8 : Ensure the process is practical and realistic
- Step 9 : Always record the assessment in writing including assumptions and why

3. HOW SERIOUS IS IT?

PROBABILITY	CONSEQUENCES
A Common	1 Fatality or permanent disability
B Has Happened	2 Major injury
C Could Happen	3 Average Lost Time Injury
D Not Likely	4 Minor Injury
E Practically impossible	5 Medical Treatment or less

**C
O
N
S
E
Q
U
E
N
C
E**

PROBABILITY
A B C D E

1	1	2	3	4	5
2	2	3	4	5	6
3	3	4	5	6	7
4	4	5	6	7	8
5	5	6	7	8	9

Risk Rating:

1 - 3 = Serious
 4 - 5 = High
 6 - 7 = Moderate
 8 - 9 = Acceptable

ACTION

Immediate (within 1 week)
 Within 1 month
 > 4 weeks
 No action

ANNEXURE B

Pro-forma agreement in terms of Occupational Health and Safety Act

PRO-FORMA AGREEMENT IN TERMS OF

1.

2. **OCCUPATIONAL HEALTH AND SAFETY ACT 1993 – SECTION 37 (2)**

3.

NEW CONSTRUCTION SAFETY REGULATIONS

4. The above-mentioned regulations were promulgated in the Govt. Gazette on Friday, 18 July 2003 under the Occupational Health & Safety Act (85 of 1993) and are now in force.

5.

6. The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act 1993 (Act 85 of 1993, hereinafter referred to as the Act), that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act, namely:

7.

(a) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all the relevant provisions of the Act and the regulations promulgated in terms of the Act, and the Employer's Health and Safety Specifications included in the contract documents.

8.

(b) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations and the Employer's Health and Safety Specifications included in the contract documents will be complied with in all respects.

9.

(c) In relation to any work or activity performed by the Contractor, his workmen or any other person for whose acts or omissions the Contractor is responsible in terms of the Contract, the Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from itself being obliged to comply with any of the aforesaid duties, obligations and prohibitions.

10.

(d) The Contractor agrees that any duly authorised officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the Contractor has complied with his undertakings as set out more fully in paragraphs (a) and (b) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or to inspect any appropriate records held by the Contractor.

11.

(e) The Contractor shall be obliged to report forthwith in writing to the Representative/Agent full details of any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract.

12.

(f) Forward "safety meeting" minutes to the representative/Agent.

For the Employer: _____ Date: _____

Witnesses: (1): _____ (2) _____

For the Contractor: _____ Date: _____

Witnesses: 1): _____ 2) _____

ANNEXURE C

Notification of construction work

ANNEXURE 1

APPLICATION FOR A PERMIT TO DO CONSTRUCTION WORK

[In terms of Regulation 3(2) of Construction Regulations, 2014]

This application must be submitted with the following documents:

1. Health and Safety specification.
2. Health and Safety plan.
3. Baseline risk assessment.

1. Name, postal address and telephone numbers of the client:

2. Details of the Agent.

- a. Title, Surname and Initials. _____
- b. Identity number/ Passport Number _____
- c. Registration number with SACPCMP _____
- d. Office Tel. number and/or Mobile number _____
- e. Postal address. _____

3. Name, postal address and telephone numbers of the appointed principal contractor:

4. Name, postal address and telephone numbers of designer of the project:

5. Name, postal address and telephone numbers of the following persons:

a. Construction Manager:

b. Construction Health and Safety Manager:

c. Construction Health and Safety Officer:

6. Exact physical address of the construction and site office:

7. Nature of construction work:

8. Expected commencement date:

9. Expected completion date:

10. Estimated maximum number of persons on the construction site:

11. Planned number of contractors on site accountable to principal contractor:

12. Name(s) of contractors appointed:

13.

Signature of Client/Client's Agent

14.

Signature of the Principal Contractor

FOR OFFICE ONLY

Authorization /Unique No.	LABOUR CENTRE	OFFICIAL APPROVAL STAMP
-------------------------------------	----------------------	------------------------------------

15. Date of application: _____

16. Submitted documents prescribed in Construction Regulation 5(4) (Please Tick):

CR 5(1)(a)	<input type="checkbox"/>	CR 5(1)(b)	<input type="checkbox"/>	CR 5(1); (C-S)	<input type="checkbox"/>
------------	--------------------------	------------	--------------------------	-------------------	--------------------------

17. Result of the application (Please Tick): **Approved** **Declined**

18. Reason for declining the application:

19. _____
Signature of the Supervisor

20. _____
Signature of revoking Officer/ Inspector

ANNEXURE D

Pro-forma Contract between Contractor and Worker

SPECIAL PUBLIC WORKS PROGRAMMES

CONTRACT OF EMPLOYMENT BETWEEN

CONTRACTOR

Name:

Address:

ID:

AND

WORKER

Name:

Details

ID:

I am pleased to confirm that you have been appointed to work on a task based employment contract within a Special Public Works Programme (SPWP) project. Within this contract you will undertake numerous groups of tasks.

This contract must be read in conjunction with the standard terms and conditions of employment on SPWP attached.

The project where you will be employed is located at

The contract will start on

You must be aware that this contract is a limited term contract and not a permanent job. The contract may be terminated for one of the following reasons:

- a) If the contractor does not get additional contracts from the SPWP.
- b) Funding for the programme in your area comes to an end.
- c) You repeatedly do not perform in terms of the tasks set out in your work programme.

6 You will be employed as a within the team.

7 While you are working you will report to

8 Payment

- a) You will be paid a fixed amount of R..... for completing a fixed amount of work.
- b) The amount of work required for the agreed rate of pay will vary from task to task. You will be informed at the beginning of each task or group of tasks how much work you are expected to complete per day.
- c) You will only be paid for work completed.
- d) You will be paid the amount for the number of days quoted in the contract even if you finish the work before the time or after the estimated date of completion.
- e) A contractor must pay you the production bonus (the extra days if the work is finished early) if you have completed your share of tasks.
- f) The contractor will be paid within 30 days after the work is completed. You will be paid within 5 days of the contractor being paid.

9 In addition to the conditions above all the terms and conditions of employment on SPWP apply to your employment. If you breach any of these terms your contract may be terminated.

10 Signatures:

Signed on this day of 20...

Contractor: Date:

Worker: Date:

Witness: Date:

ANNEXURE E

Pro-forma Attendance Register

ANNEXURE F

Contractor's monthly report format

CONTRACTOR'S MONTHLY REPORT

Part 1

Tender number:	ELM 05/2023
Project name:	Panel of contractors for construction, supply and maintenance of stormwater drainage on "as and when basis" for a period of 36 months in Emalahleni Local Municipality
Project description:	Panel of contractors for construction, supply and maintenance of stormwater drainage on "as and when basis" for a period of 36 months in Emalahleni Local Municipality
Contract number:	
Name of Contractor:	
Payment certificate number:	
For month ending:	
Date of report:	

The Contractor's monthly report comprises an integral part of the Contractor's payment certificate and must be submitted together with the payment claim. The payment certificate will not be processed without this signed report, i.e. "NO REPORT – NO PAYMENT".

Attachments:

Part 2: Overall Project Worker Schedule: Schedule of all local labourers employed since the start of the project

Part 3: Weekly Task Wage Register

Part 4: Local Labour Schedule

Part 3

WEEKLY TASK WAGE REGISTER (local labourers only)

<i>Entries in this portion to be completed by Foreman</i>									<i>Entries in this portion to be Completed by Contractor</i>				
No.	Name of local worker	Day Tasks Worked							Payment				
		Mo n	Tue	Wed	Th u	Fri	Sat	Su n	Total DAY TASKS worked this week	Rate per DAY TASK	Total payment due to worker	Workers signature on receipt of payment	Date payment received by worker
Totals for this sheet													
Totals brought forward from previous sheet													
Totals carried forward to next sheet													

3 (A)

3 (B)

Completed by:

.....
signed

.....
initials and surname

.....
capacity

.....
date

Part 4

LOCAL LABOUR AND SUPPLIER SCHEDULE

1. Summary of day tasks worked and amount spent on local labour this month

Week No.	Week Ending	Total Day Tasks / Person Days Worked <i>Total of 3(A) from Part 3 for each week</i>	Total Amount Paid <i>Total of 3(B) from Part 3 for each week</i>
1			
2			
3			
4			
5			
Total this month			

2. Summary of amount spent on local labour to date

1. Previous amount spent on local labour (from previous claim)	R
2. Amount spent on local labour this month (from total above)	R
3. Total amount spent on local labour to date (3) = (1+2)	R

3. Local labour schedule

Summary of Local Labour Employed <i>Refer to Part 2</i>	Number of local workers who worked on the project to date	% of Total
1. Total number of individual local workers who have worked on the project		100%
2. Number of local youth (35 yrs and under) (columns B plus D)		
3. Number of local women (columns A plus B)		

4. Summary of amount spent on local suppliers to date

1. Previous amount spent on local suppliers (from previous claim)	R
2. Amount spent on local suppliers this month (from total above)	R
3. Total amount spent on local suppliers to date (3) = (1+2)	R

Completed by:

.....
Signed

.....
initials and surname

.....
Capacity

.....
date

ANNEXURE H

Environmental Management Plan

[Insert project EMP]

ANNEXURE I

Geotechnical Investigation Report
[NOT AVAILABLE]

ANNEXURE H

Environmental Management Plan
[Insert project EMP]

ANNEXURE I

Geotechnical Investigation Report
[NOT AVAILABLE]

ANNEXURE J

Tender Drawings

[Insert Tender Drawings]

LIST OF DRAWINGS		
	Substation position and Line Route	A4
	Electrification drawings	A4
	Wooden Pole Structures	A4

NB: All pole structures to SANS/IEC/ MUNIC standards




Mobabes Local Municipality
 PO Box 2, 6001, 1025
 Pekaletse Street, Oos-Straat, 1025
 Tel: 012 688 4911
 Fax: 012 688 4920
 Web: www.mobabes.org.za

Prepared by

PRO-ENG Consulting Engineers
 7 Water Street 20, Block A, Unit 1
 Sandton, 2000
 Tel: 011 551 4343 / 4344
 www.pro-eng.co.za

Scale	1:1000
Author	PRO-ENG
Checked by	PRO-ENG
Approved by	PRO-ENG
Date	15/03/2024
Sheet No.	1 of 1

SCALE: N/A

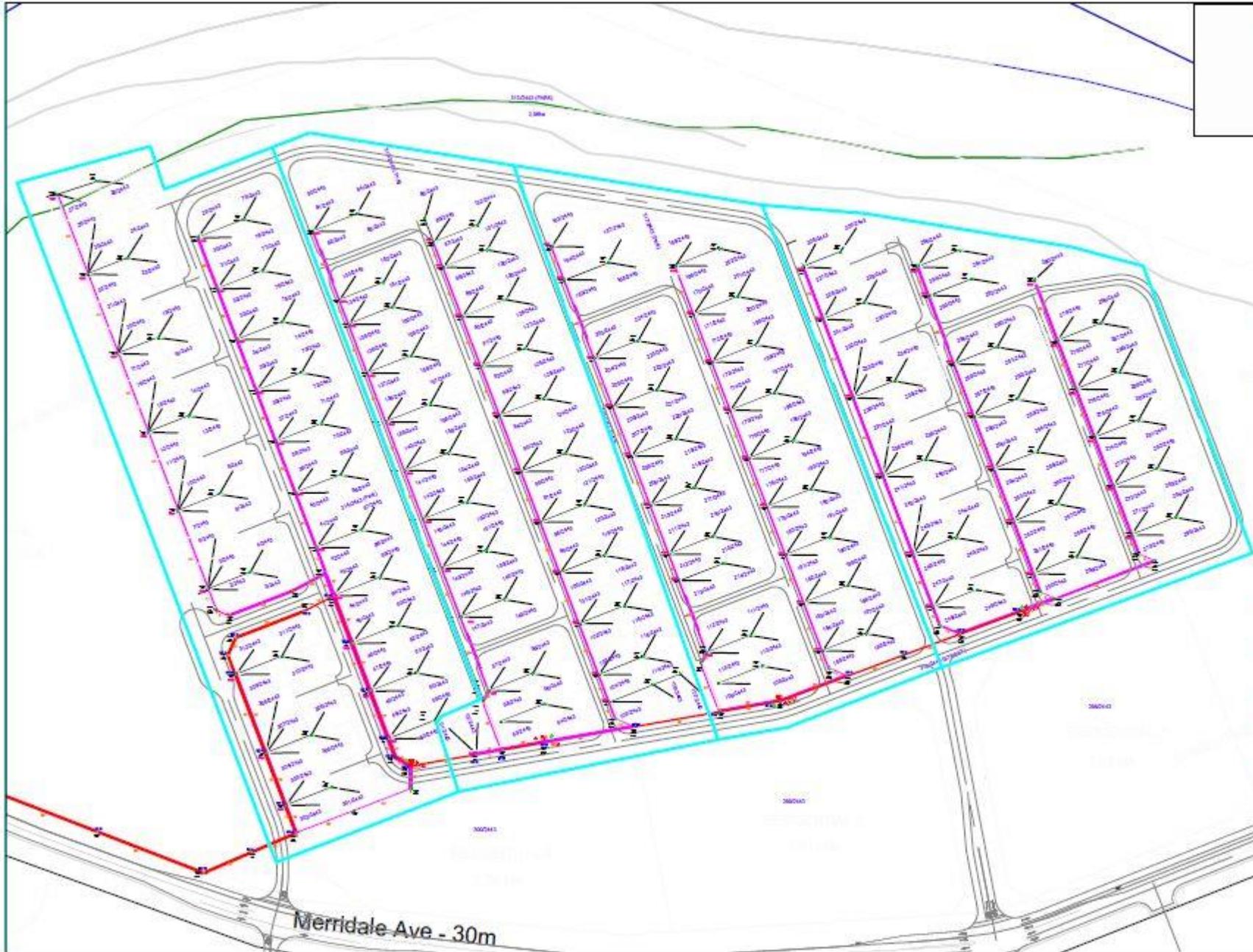
 PRO-ENG Consulting Engineers
 7 Water Street 20, Block A, Unit 1
 Sandton, 2000
 Tel: 011 551 4343 / 4344
 www.pro-eng.co.za

101
DUMALAZI LOCAL MUNICIPALITY

102
DUMA PARK ENT 2 ELECTRIFICATION

103
DUMA PARK ENT 2 PH 1-TXF 1,2,3 and 4 AREA NO 1 ELECTRIFICATION

104
D/Phk 2 PH 1 Area 1
 105



EMALAHLEN LOCAL MUNICIPALITY
 PO Box 3, 4848, 1028
 Peka-Okh-Duma, Orkney &
 Free State, 4848, 1028
 Tel: 053 453 8311
 Fax: 053 453 4537
 Web: www.emalahlen.gov.za

Proposed by:
PRO ENG
 Pro-Eng Consulting Engineers
 3 Natal Road 21, Block A, 1018
 Midway, 1018
 Tel: 407 0 243 4343 | and
 www.proeng.co.za

Project No:	1028/2018
Client:	EMALAHLEN LOCAL MUNICIPALITY
Scale:	AS SHOWN
Date:	10/05/2018

Approved by:	M. M. M. M.
Checked by:	M. M. M. M.
Drawn by:	M. M. M. M.

SOILC N/A

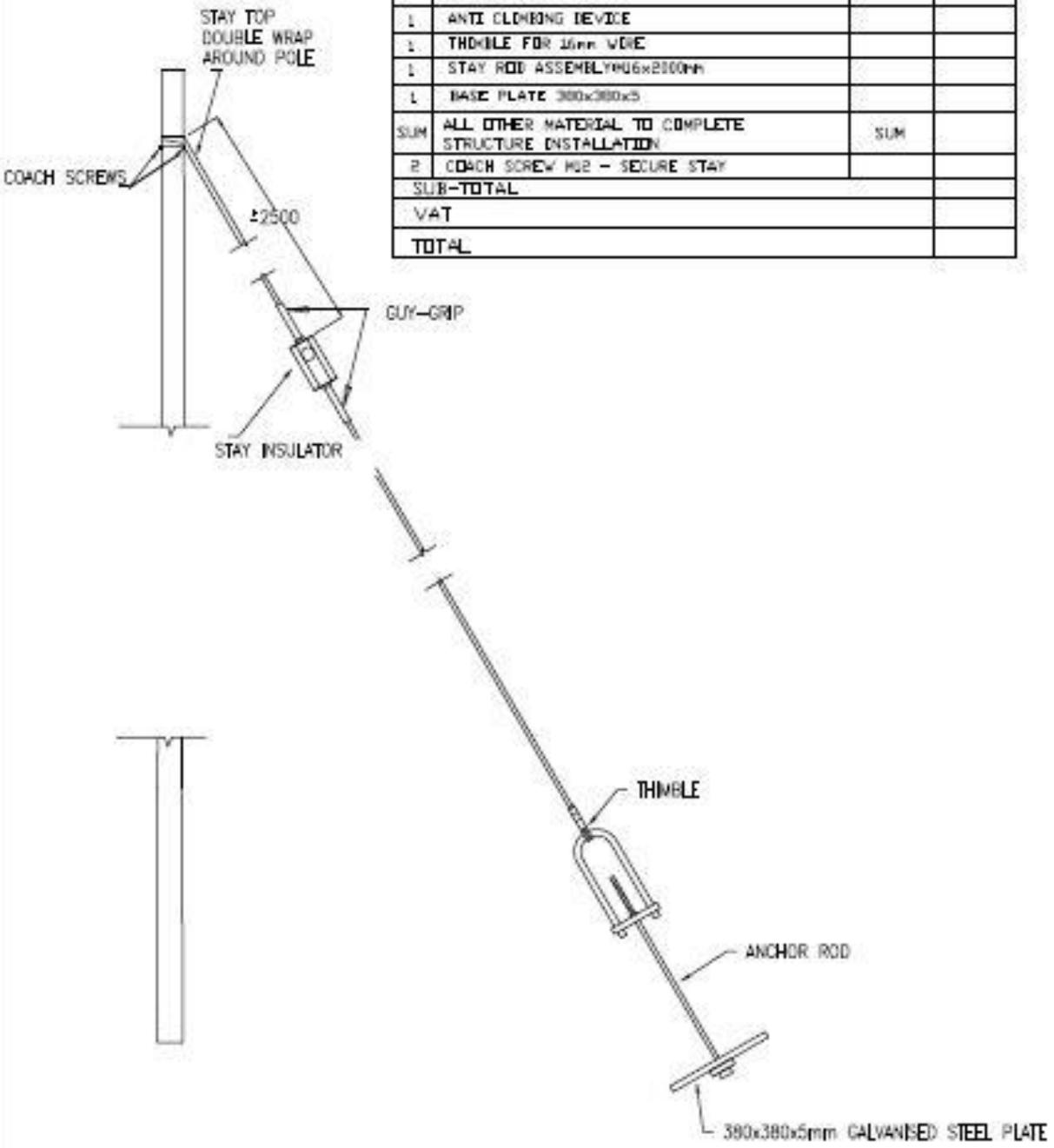
 REG. NO. 1028/2018
 10/05/2018
 10/05/2018
 10/05/2018

By: **EMALAHLEN LOCAL MUNICIPALITY**

Project: **DUMA PARK EXIT 2 ELECTRIFICATION**

Sheet: **DUMA PARK EXIT 2 PH 1-TF 5,6,7 and 8 AREA NO 2 ELECTRIFICATION**
 of 2
 Date: 10/05/2018

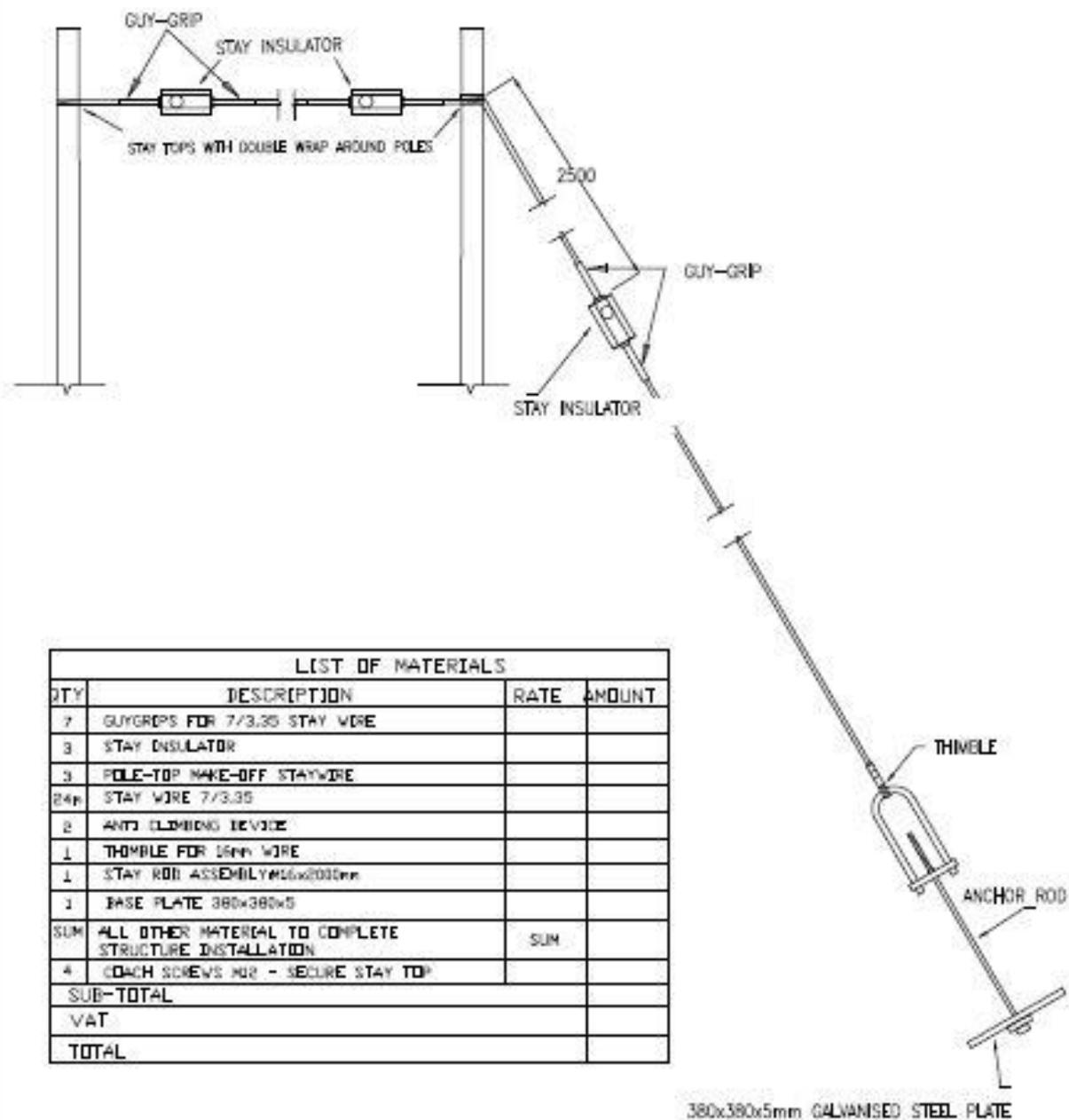
LIST OF MATERIALS			
QTY	DESCRIPTION	RATE	AMOUNT
3	GUYGRIPS FOR 19/3.35 STAY WIRE		
1	STAY INSULATOR		
1	POLE-TOP MAKE-OFF STAYWIRE		
19m	STAY WIRE 19/3.35		
1	ANTI CLIMBING DEVICE		
1	THIMBLE FOR 16mm WIRE		
1	STAY ROD ASSEMBLY M06x2100mm		
1	BASE PLATE 380x380x5		
SUM	ALL OTHER MATERIAL TO COMPLETE STRUCTURE INSTALLATION	SUM	
2	COACH SCREW M02 - SECURE STAY		
SUB-TOTAL			
VAT			
TOTAL			



2 Water Gault Street
 MIDLANDS OFFICE PARK
 BLOCK A, UNIT 1
 Tel: 013 - 243 4343

DRAWING DESCRIPTION:
 COMPLETE STAY ASSEMBLY
 FOR WOODPOLE
 CONSTRUCTIONS

DRAWING NO:
 ER-001



LIST OF MATERIALS			
QTY	DESCRIPTION	RATE	AMOUNT
7	GUYGRIPS FOR 7/3.35 STAY WIRE		
3	STAY INSULATOR		
3	POLE-TOP MAKE-OFF STAYWIRE		
24m	STAY WIRE 7/3.35		
2	ANTI CLIMBING DEVICE		
1	THIMBLE FOR 16mm WIRE		
1	STAY ROD ASSEMBLY M16x2000mm		
1	BASE PLATE 380x380x5		
SUM	ALL OTHER MATERIAL TO COMPLETE STRUCTURE INSTALLATION	SUM	
4	COACH SCREWS M8 - SECURE STAY TOP		
SUB-TOTAL			
VAT			
TOTAL			

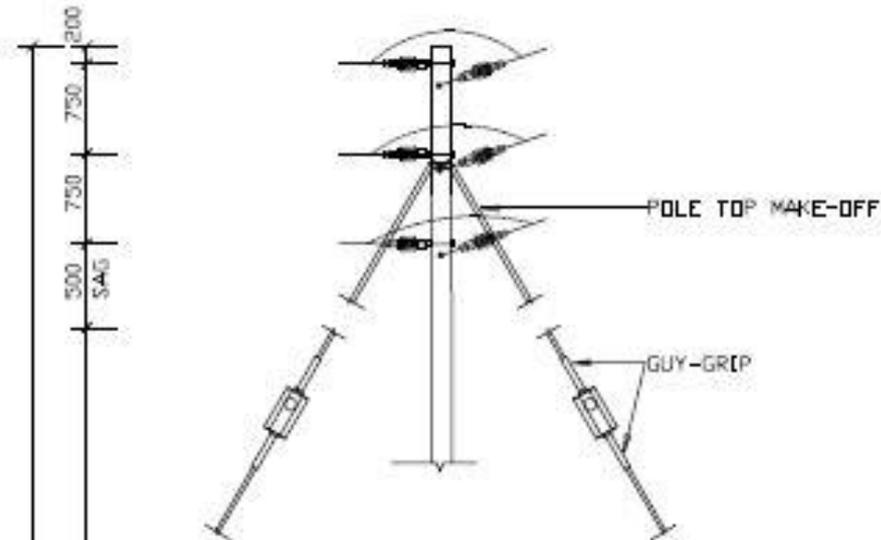
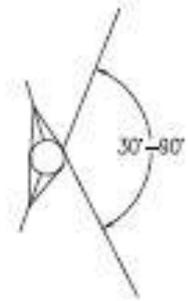


2 Water Studio Street
MIDLANDS OFFICE PARK
BLOCK A, UNIT 1
Tel: 013 - 243 4343

DRAWING DESCRIPTION:
COMPLETE FLYING STAY
ASSEMBLY FOR POLE
CONSTRUCTIONS

DRAWING NO:
ER-022

TOP VIEW



LIST OF MATERIALS

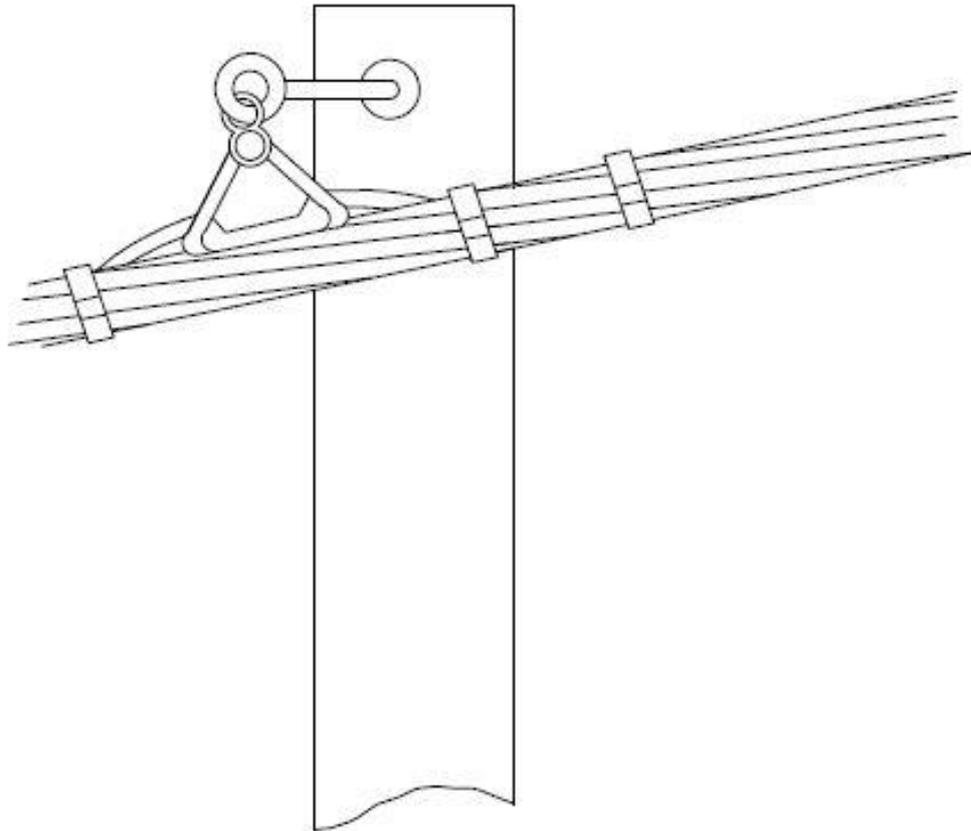
QTY	DESCRIPTION	RATE	AMOUNT
6	WIRE FORM LEAD END		
6	CLEVIS THIMBLE		
6	STRAIN INSULATOR		
6	CURVED WASHER SQUARE M20 60x60x6		
6	PG CLAMP FOR SPECIFIED CONDUCTOR		
6	EYE BOLT M20		
6	NUT - EYE BOLT M20		
6	FLAT WASHER - EYE BOLT M20		
6	SPRING WASHER - EYE BOLT M20		
2	STAY AS PER DRAWING NO. ER-001	SUM	
1	EARTHING INCLUDED IN BILL OF QUANTITIES	ENG.	
SUM	ALL OTHER MATERIAL TO COMPLETE STRUCTURE INSTALLATION	SUM	
SUB-TOTAL			
VAT			
TOTAL			



2 Water Glaston Street
 Midlands Office Park
 Block A, Unit 1
 Tel: 013 - 343 4343

DRAWING DESCRIPTION:
 MEDIUM VOLTAGE STRAIN ANGLE
 (30°-90°) STRUCTURE

DRAWING NO:
 ER-027



LIST OF MATERIALS

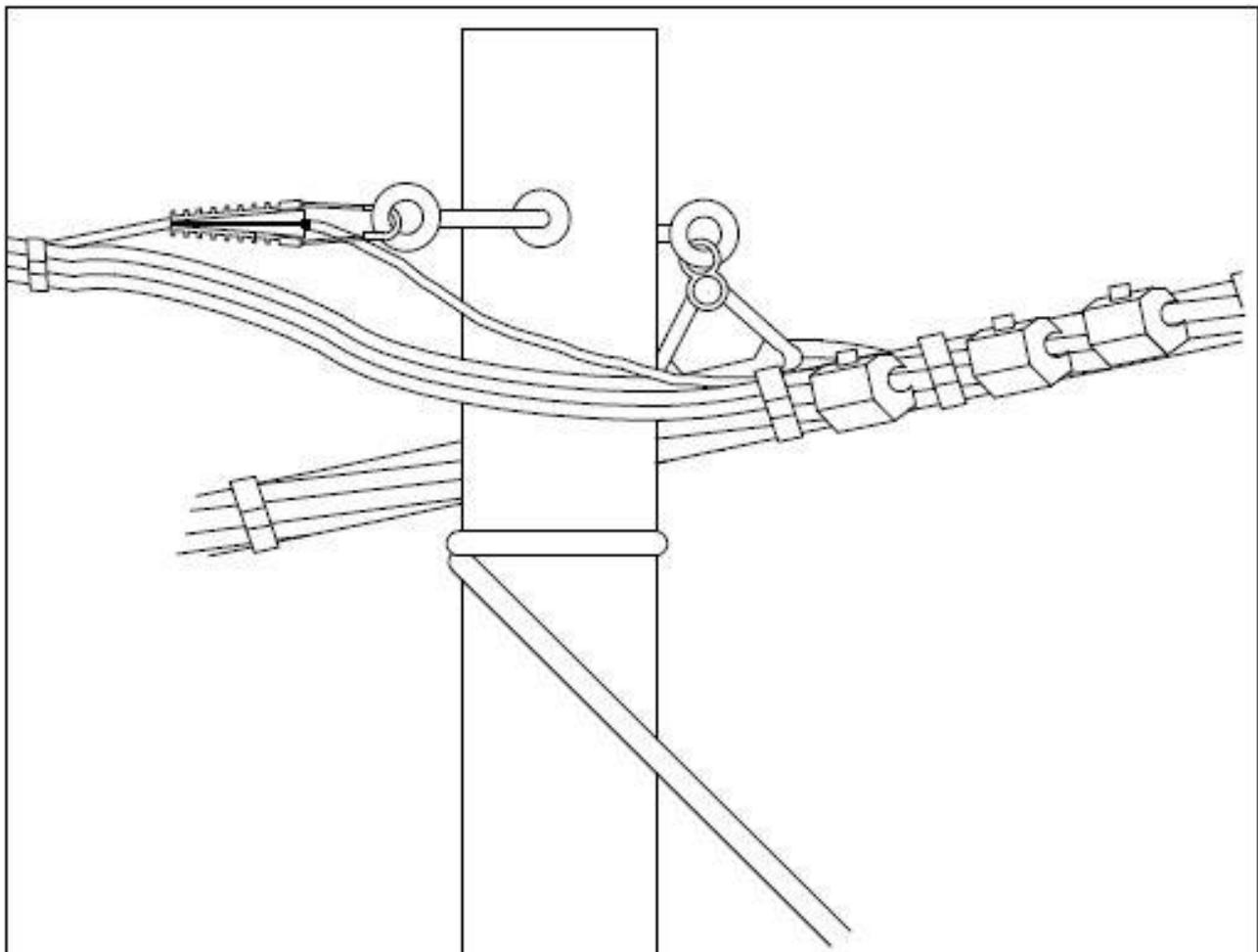
QTY	DESCRIPTION	RATE	AMOUNT
1	CLAMP ; SUSPENSION FOR ABC		
4	CABLE TIE ; PVC, UV STABLE (NRS 020)		
1	BOLT ; PIGTAIL, M 16x390mm-300mm THREAD		
1	S-HOOK ; TWISTED GALV. 120mm LONG		
1	EARTHING INCLUDED IN BILL OF QUANTITIES	INC.	R 0.00
SUM	ALL OTHER MATERIAL TO COMPLETE STRUCTURE INSTALLATION	SUM	
1	CURVED WASHER SQUARE M16 60X60X6mm		
1	NUT - PIG TAIL M16		
1	FLAT WASHER - PIG TAIL M16		
1	SPRING WASHER - PIG TAIL M16		
SUB-TOTAL			
VAT			



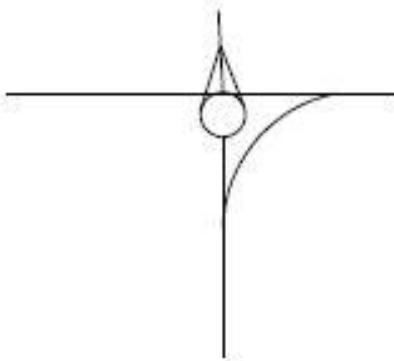
**CONSULTING ENGINEERS
TOWN & REGIONAL PLANNERS
PROJECT MANAGERS**

DRAWING DESCRIPTION:
INTERMEDIATE STRUCTURE
FOR LOW VOLTAGE AERIAL
BUNDLE CONDUCTOR

DRAWING NO:
ER-004



TOP VIEW



LIST OF MATERIALS

QTY	DESCRIPTION	RATE	AMOUNT
1	CLAMP ; SUSPENSION FOR ABC		
9	CABLE TIE ; PVC, UV STABLE (NRS 020)		
1	BOLT/PIG TAIL, M 16x390mm-300mm THREAD		
1	EYENUT ; FOR M16 BOLT		
1	S-HOOK ; TWISTED GALV, 100mm LONG		
4	T-CLAMP/INSULATION PIERCING CONNECTOR		
1	CLAMP ; STRAIN WEDGE		
1	COMPLETE STAY AS PER DRW. ER-001	SUM	
1	EARTHING INCLUDED IN BILL OF QUANTITIES		INC
SUM	ALL OTHER MATERIAL TO COMPLETE STRUCTURE INSTALLATION	SUM	
2	CURVED WASHER SQUARE M16 60X60X6mm		
3	NUT - PIG TAIL M16		
3	FLAT WASHERS - PIG TAIL M16		
3	SPRING WASHERS - PIG TAIL M16		
SUB - TOTAL			
VAT			
TOTAL			



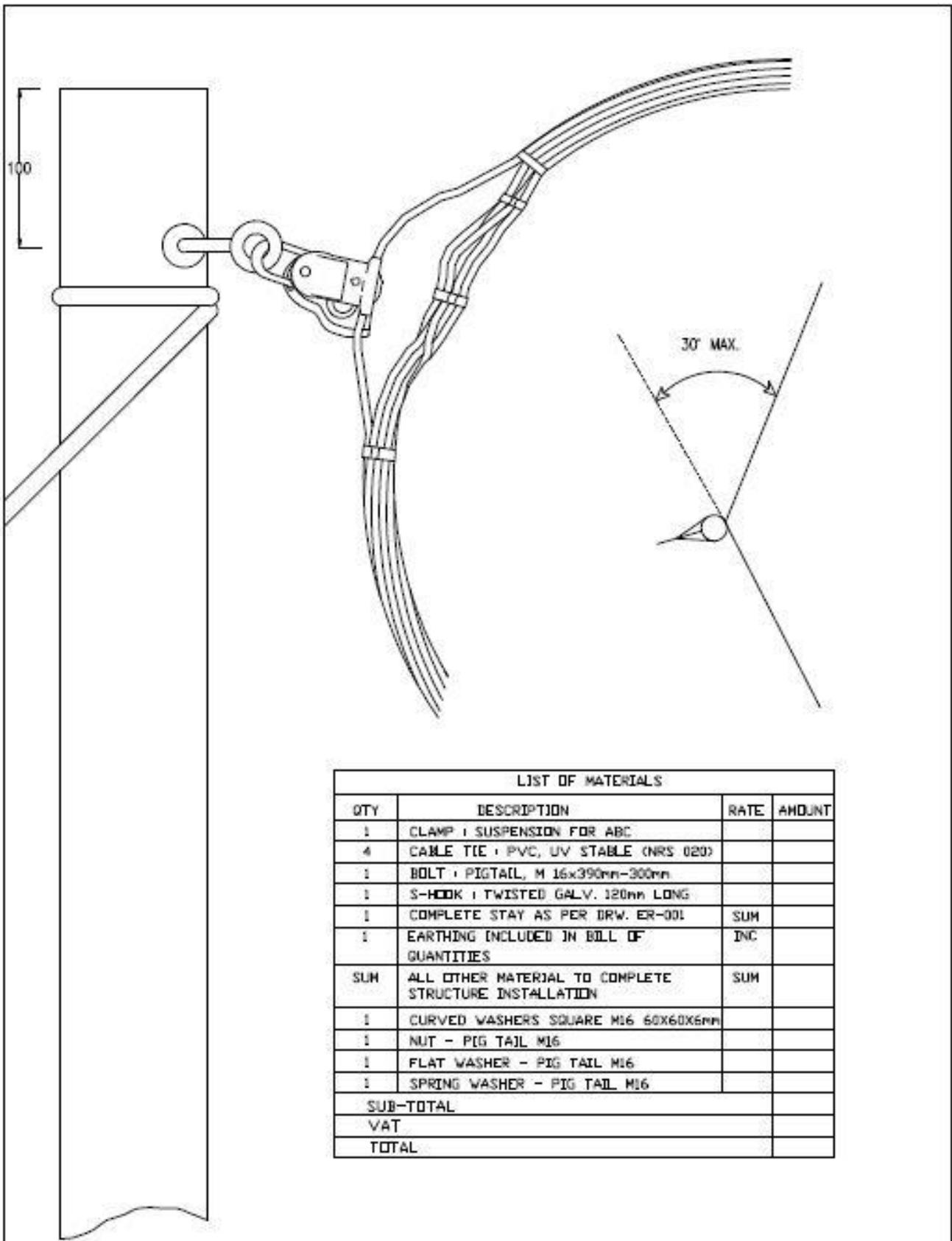
**CONSULTING ENGINEERS
TOWN & REGIONAL PLANNERS
PROJECT MANAGERS**

DRAWING DESCRIPTION:

**T-OFF ASSEMBLY FOR LOW
TENSION AERIAL BUNDLE
CONDUCTOR**

DRAWING NO:

ER-005



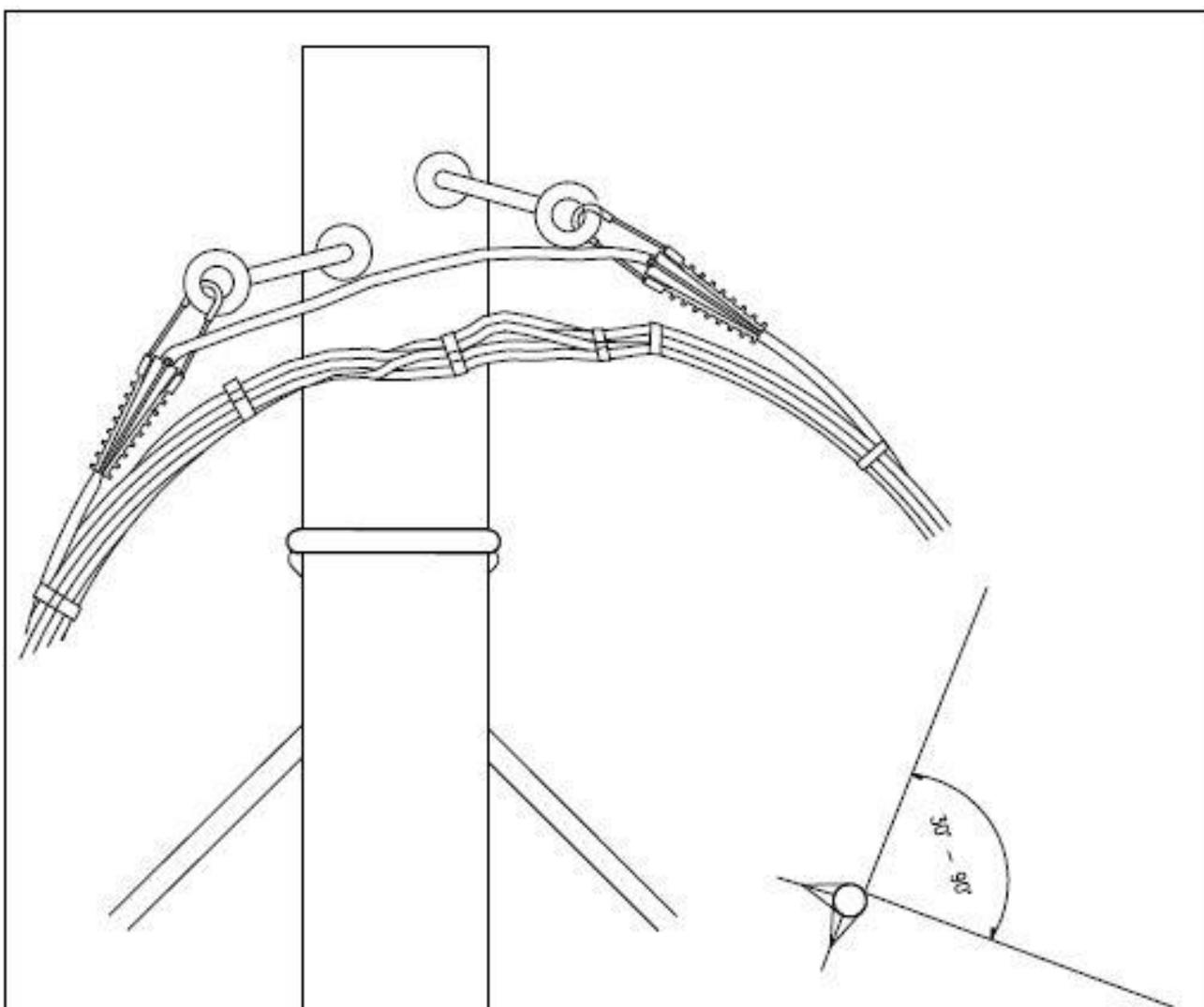
LIST OF MATERIALS			
QTY	DESCRIPTION	RATE	AMOUNT
1	CLAMP + SUSPENSION FOR ABC		
4	CABLE TIE + PVC, UV STABLE (NRS 020)		
1	BOLT + PIGTAIL, M 16x390mm-300mm		
1	S-HOOK + TWISTED GALV. 120mm LONG		
1	COMPLETE STAY AS PER DRW. ER-001	SUM	
1	EARTHING INCLUDED IN BILL OF QUANTITIES	INC	
SUM	ALL OTHER MATERIAL TO COMPLETE STRUCTURE INSTALLATION	SUM	
1	CURVED WASHERS SQUARE M16 60X60X6mm		
1	NUT - PIG TAIL M16		
1	FLAT WASHER - PIG TAIL M16		
1	SPRING WASHER - PIG TAIL M16		
SUB-TOTAL			
VAT			
TOTAL			



**CONSULTING ENGINEERS
TOWN & REGIONAL PLANNERS
PROJECT MANAGERS**

DRAWING DESCRIPTION:
**STRAIN ANGLE STRUCTURE
(0° - 30°) FOR LOW
TENSION BUNDLE CONDUCTOR**

DRAWING NO:
ER-007



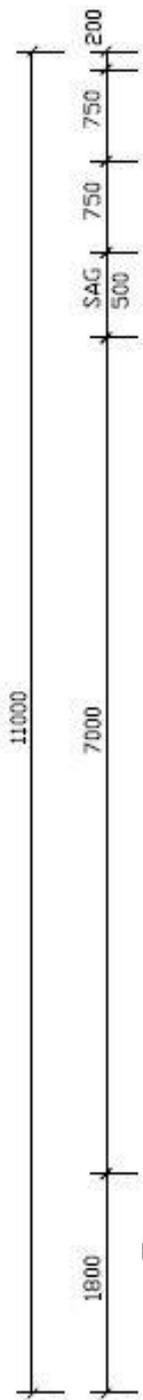
LIST OF MATERIALS			
QTY	DESCRIPTION	RATE	AMOUNT
2	CLAMP + STRAIN WEDGE FOR ABC		
8	CABLE TIE + PVC, UV STABLE (NRS 020)		
2	BOLT + PIGTAIL, M16x390mm-300mm		
2	S-HOOK + TWISTED GALV, 120mm LONG		
2	COMPLETE STAY AS PER DRW. ER-001	SUM	
1	EARTHING INCLUDED IN BILL OF QUANTITIES	INC	
SUM	ALL OTHER MATERIAL TO COMPLETE STRUCTURE INSTALLATION	SUM	
2	CURVED WASHERS SQUARE M16 60X60X6mm		
2	NUT - PIG TAIL M16		
2	FLAT WASHER - PIG TAIL M16		
2	SPRING WASHER - PIG TAIL M16		
SUB-TOTAL			
VAT			
TOTAL			



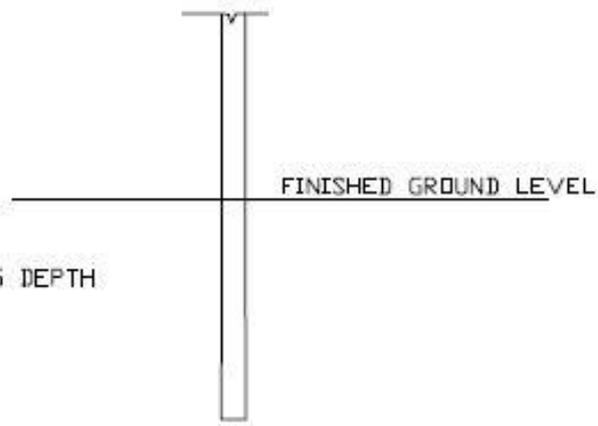
**CONSULTING ENGINEERS
TOWN & REGIONAL PLANNERS
PROJECT MANAGERS**

DRAWING DESCRIPTION:
**STRAIN ANGLE STRUCTURE
(30° - 90°) FOR LOW
TENSION BUNDLE CONDUCTOR**

DRAWING NO:
ER-008



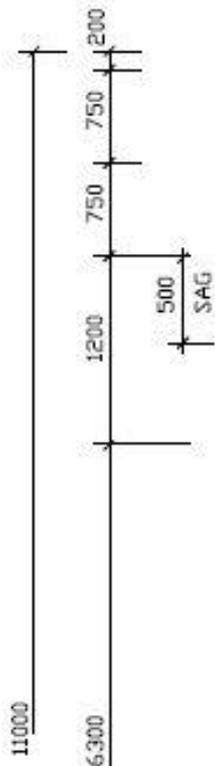
LIST OF MATERIALS			
QTY	DESCRIPTION	RATE	AMOUNT
3	CURVED WASHER SQUARE M20 60x60x6		
3	POST INSULATORS WITH SPINDLE 1 M20 - 22kV		
3	SPRING WASHERS FOR M20 SPINDLE		
3	SIDE TIE FOR SPECIFIED CONDUCTOR		
1	EARTHING INCLUDED IN BILL OF QUANTITIES	INC.	
SUM	ALL OTHER MATERIAL TO COMPLETE STRUCTURE INSTALLATION	SUM	
3	NUT - SPINDLE M20		
3	FLAT WASHER - SPINDLE M20		
3	SPRING WASHER - SPINDLE M20		
SUB-TOTAL			
VAT			
TOTAL			



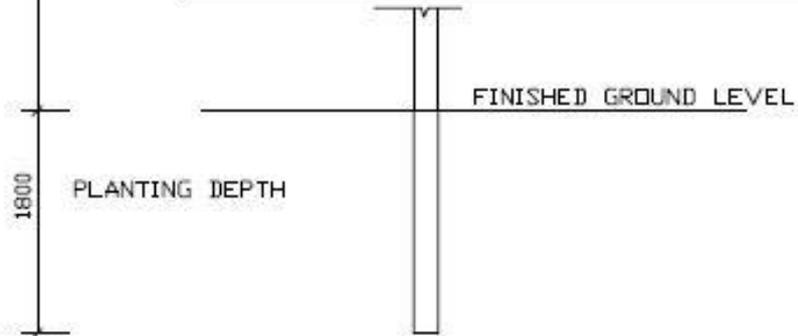
**CONSULTING ENGINEERS
TOWN & REGIONAL PLANNERS
PROJECT MANAGERS**

DRAWING DESCRIPTION:
**WOODEN POLE 11kV
INTERMEDIATE STRUCTURE**

DRAWING NO:
ER-014



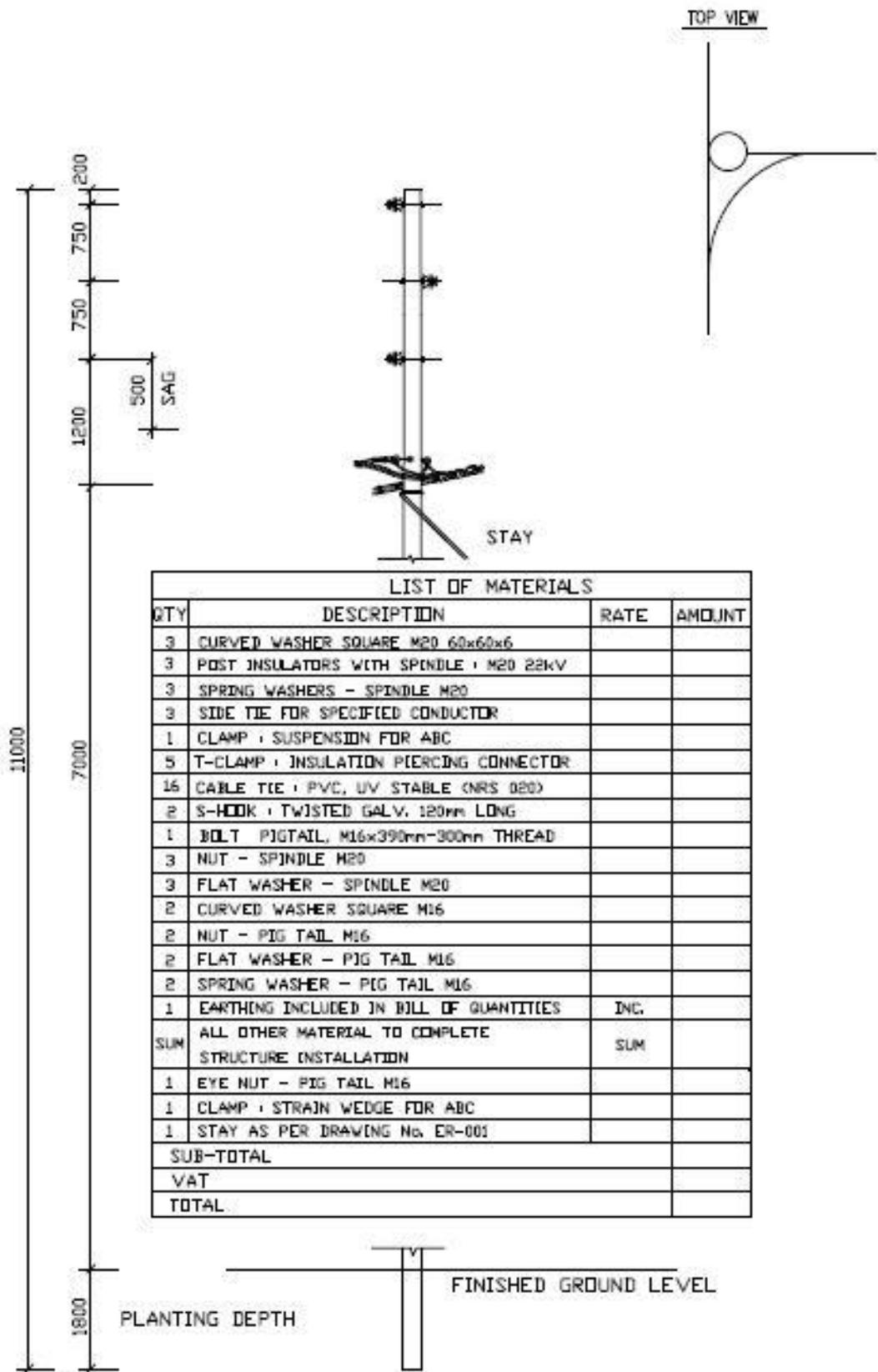
LIST OF MATERIALS			
QTY	DESCRIPTION	RATE	AMOUNT
3	CURVED WASHER SQUARE M20 60x60x6		
3	POST INSULATORS WITH SPINDLE M20 22kV		
3	SPRING WASHERS FOR M20 SPINDLE		
3	SIDE TIE FOR SPECIFIED CONDUCTOR		
1	CLAMP I SUSPENSION FOR ABC		
4	CABLE TIE I PVC, UV STABLE (NRS 020)		
1	BOLT I PIGTAIL, M16x390mm-300mm THREAD		
1	S-HOOK I TWISTED GALV, 120mm LONG		
3	NUTS -SPINDLE M20		
3	FLAT WASHER - SPINDLE M20		
1	CURVED WASHERS SQUARE M16 60X60X6		
1	NUT - PIG TAIL M16		
1	FLAT WASHERS - PIG TAIL M16		
1	SPRING WASHERS - PIG TAIL M16		
1	EARTHING INCLUDED IN BILL OF QUANTITIES	INC.	
SUM	ALL OTHER MATERIAL TO COMPLETE STRUCTURE INSTALLATION	SUM	
SUB-TOTAL			
VAT			
TOTAL			



**CONSULTING ENGINEERS
TOWN & REGIONAL PLANNERS
PROJECT MANAGERS**

DRAWING DESCRIPTION:
INTERMEDIATE STRUCTURE FOR
FOR LOW VOLTAGE ABC & MEDIUM
VOLTAGE ACSR CONDUCTOR

DRAWING NO:
ER-020



LIST OF MATERIALS			
QTY	DESCRIPTION	RATE	AMOUNT
3	CURVED WASHER SQUARE M20 60x60x6		
3	POST INSULATORS WITH SPINDLE, M20 22kV		
3	SPRING WASHERS - SPINDLE M20		
3	SIDE TIE FOR SPECIFIED CONDUCTOR		
1	CLAMP, SUSPENSION FOR ABC		
5	T-CLAMP, INSULATION PIERCING CONNECTOR		
16	CABLE TIE, PVC, UV STABLE (NRS 020)		
2	S-HOOK, TWISTED GALV, 120mm LONG		
1	BOLT PIGTAIL, M16x390mm-300mm THREAD		
3	NUT - SPINDLE M20		
3	FLAT WASHER - SPINDLE M20		
2	CURVED WASHER SQUARE M16		
2	NUT - PIG TAIL M16		
2	FLAT WASHER - PIG TAIL M16		
2	SPRING WASHER - PIG TAIL M16		
1	EARTHING INCLUDED IN BILL OF QUANTITIES	INC.	
SUM	ALL OTHER MATERIAL TO COMPLETE STRUCTURE INSTALLATION	SUM	
1	EYE NUT - PIG TAIL M16		
1	CLAMP, STRAIN WEDGE FOR ABC		
1	STAY AS PER DRAWING No. ER-001		
SUB-TOTAL			
VAT			
TOTAL			



**CONSULTING ENGINEERS
TOWN & REGIONAL PLANNERS
PROJECT MANAGERS**

DRAWING DESCRIPTION:
MEDIUM VOLTAGE INTERMEDIATE
STRUCTURE & LOW VOLTAGE ABC
3-WAY (T-Junction) ASSEMBLY

DRAWING NO:
ER-037