

Documents may be obtained,
free of charge, in electronic format,
from the eTenders website.

Reference is to be made to
Clause F.1.2 of the
Tender Data.

Electricity

Customer and Retail services

PROCUREMENT DOCUMENT **INFRASTRUCTURE**

CONTRACT No.: E.9784

TITLE: Provision of electrical engineering services- Infrastructure that includes the inspection, reporting, removal of illegal services and restoring of legal supply during a thirty-six-month period

Clarification Meeting: There will be no clarification meeting. Enquiries must be emailed to Vuyisile Motunane -[Vincent.Motunane @durban.gov.za](mailto:Vincent.Motunane@durban.gov.za) and Nyaniso Mlilo - Nyaniso.Mlilo@durban.gov.za on or before 23/09/2022, responses shall be published on the municipality's website by 29/09/2022.

Issued by: Maxwell Mthembu
HEAD:ELECTRICITY

Date of Issue: September 2022

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NAME OF TENDERER:

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PART T1: TENDERING PROCEDURES
T1.1: TENDER NOTICE AND INVITATION TO TENDER

Tenders are hereby invited for the works to **[Provision of electrical engineering services - Infrastructure that includes the inspection, reporting, removal of illegal services and restoring of legal supply during a thirty-six-month period.]**

(F.1.1.1) The Employer is the eThekweni Municipality as represented by **Phumzile Sibisi**

It is estimated that tenderers should have a CIDB contractor grading designation of **4 EB/EP or Higher** .

(F.1.2) Documents can be obtained either in electronic format, issued by the eThekweni Municipality:

- Electronically downloaded documentation is obtainable from the National Treasury's eTenders website or the eThekweni Municipality's Website. The entire document should be printed and suitably bound by the tenderer.

Documents may be collected, up to 3 days prior to the close of tenders, during office hours - **08:00 to 12:30 and 13:15 to 15:15 N/A**

A non-refundable tender charge of **N/A** is payable on or prior to the collection of the tender documents.

(F.2.7) **There will be no clarification meetings**

(F.2.8) Queries relating to these documents may be addressed to the Employer's Agent's Representative whose contact details are: **Vuyisile V Motunane(Vuyo)** , **031 311 5294 (t)** , **Vincent.motunane@durban.gov.za**

(F.2.13) Tender offers shall be delivered to **the Municipal Building, 166 K.E. Masinga Road** and placed in the tender box located in the ground floor foyer.

(F.2.15) Tender offers shall be delivered on or before **Friday,07 October, 2022** at or before **11:00**

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data

PART T1: TENDERING PROCEDURES

T1.2: TENDER DATA

T1.2.1 STANDARD CONDITIONS OF TENDER

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (July 2015) as published in Government Gazette No 38960, Board Notice 136 of 2015 of 10 July 2015.

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.

T1.2.2 TENDER DATA

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

F.1: GENERAL

F.1.1 The employer: The Employer for this Contract is the eThekweni Municipality as represented by: Phumzile Sibisi

F.1.2 Tender documents: The Tender Documents issued by the Employer comprise:

- 1) This procurement document.
- 2) "General Conditions of Contract for Construction Works – 3rd Edition 2015" issued by the South African Institution of Civil Engineering (GCC 2015). This document is obtainable separately, and Tenderers shall obtain their own copies.
- 3) "City of Durban Technical Specifications" hereinafter referred to as the Standard Engineering Specifications. This document is obtainable separately, and Tenderers shall obtain their own copies of the applicable Sections.
- 4) In addition, Tenderers are advised, in their own interest, to obtain their own copies of the following acts, regulations, and standards referred to in this document as they are essential for the Tenderer to get acquainted with the basics of construction management, the implementation of preferential construction procurement policies, and the participation of targeted enterprise and labour.
 - The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations (2014).
 - The Construction Industry Development Board Act No 38 of 2000 and the Regulations issued in terms of the Act (July 2013).
 - The Preferential Procurement Policy Framework Act No 5 of 2000, and the Preferential Procurement Policy Framework Act Regulations (January 2017).
 - SANS 1921:2004 – Construction and Management Requirements for Works Contract, Parts 1-3.
 - The Employer's current Supply Chain Management Policy.
 - Any other eThekweni Policy documents referenced in the Tender Documents.

Electronically downloaded documentation is obtainable from the National Treasury's **eTenders Website** or the eThekweni Municipality's **Website** at URLs:

- www.durban.gov.za/; or
- <https://etenders.treasury.gov.za/>

The entire downloaded document should be printed and suitably bound by the tenderer.

F.1.4 The employer's agent: The Employer's agent is

- Thulebona.memela Pr. Eng / Pr. Tech Eng etc
- Tel: 031 311 9075 (t)
- Email: Thulebona.memela@durban.gov.za

F.1.6 Procurement procedures: Method 1 of the proposal procedure.

F.2: TENDERER'S OBLIGATIONS

F.2.1 Eligibility: A Tenderer will not be eligible to submit a tender if:

- (a) the Tenderer does not comply with the legal requirements as stated in the Employer's current SCM Policy;
- (b) the Tenderer cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract.
- (c) In the event of a Compulsory Clarification Meeting:
 - i) the Tenderer fails to attend the Compulsory Clarification Meeting.
 - ii) the Tenderer fails to have form "Certificate of Attendance at Clarification Meeting / Site Inspection" (in Part T2.2) signed by the Employer's Agent or his representative.
- (d) in the case of JV submissions, two or more JV entities have common directors / shareholders or common entities tendering for the same works.
- (e) at the time of closing of tenders, the Tenderer is not registered on the National Treasury Central Supplier Database (CSD) as a service provider. In the case of a Joint Venture, this requirement will apply individually to each party in the Joint Venture.
- (f) If the tenderer is required by law to prepare annual financial statements for auditing, the tenderer must submit their audited annual financial statements:
 - i) for the past three years; or

F.2.1.1 Eligibility: Only those tenderers who are registered (as "Active") with the CIDB (at time of tender closing), in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a **EB or EP** class of construction work, are eligible to have their tenders evaluated.

Joint ventures are eligible to submit tenders provided that:

- (a) Every member of the joint venture is registered (as "Active") with the CIDB (at time of tender).
- (b) The lead partner has a contractor grading designation in the **EB or EP** class of construction work and has a grading designation of not lower than one level below the required grading designation: and
- (c) The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations (2013) is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **EB or EP** class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.

MANDATORY REQUIREMENTS

Item	Minimum requirements (supporting documents to be submitted with the bid. e.g., CV, Affidavit and copies of certificates)
1. Electrical Company	1.1 Two (2) vehicles (one-ton bakkie) log book or the letter of intent to lease to be attached.
	1.2 Letter of good standing from Department of Labour(COIDA)
2. Electrician	2.1 Deemed competent by eThekwini Electricity (OHM, UGM or Revenue protection competency).
3. Security company	3.1 The Security Company must be registered with PSIRA.
	3.2 Must have Valid Letter of good standing from PSIRA
	3.3 Must have valid Letter of good standing from National bargaining Council of the Private Security Sector (NBCPSS)
	3.4 Firearms License for 8 armed security guards
	3.5 PSIRA certificates for 8-armed security guards and company list of employees printed from PSIRA website
	3.6 Competency to possess a firearm for 8-armed security guards
	3.7 Two vehicles suitable to accommodate four people. (Logbook or the letter of intent to lease to be attached).
Sub – contractor (Must comply with Mandatory Requirements as a Post Award Condition of Contract)	
4. Company	4.1 One (1) vehicle (one ton bakkie) log books or the letter of intent to lease to be attached.
	4.2 CIDB grading of 3 EB/EP or less
	4.3 Letter of Good standing from the Department Labour (COIDA)
	4.4 Company must be an EME or QSE owned by persons from the Priority Population Group as defined in eThekwini Municipality Supply Chain Management Policy
5. Electrician	5.1 Deemed competent by eThekwini Electricity (OHM, UGM or Revenue protection competency).
6. Security company	6.1 The Security Company must be registered with PSIRA.
	6.2 Must have Valid Letter of good standing from PSIRA.
	6.3 Valid Letter of good standing from National bargaining Council of the Private Security Sector (NBCPSS)
	6.4 Firearms License, for 4-armed security guards
	6.5 PSIRA certificates for four-armed security guards and company list of employees printed from PSIRA website
	6.6 Competency to possess a firearm for 4-armed security guards
	6.7 One vehicle suitable to accommodate four people. (Logbook or the letter of intent to lease to be attached).
	6.8 Company must be a black-owned enterprise from persons who are from priority population group as defined in eThekwini Municipality Supply Chain Management Policy
The main security company shall not be the same company as that of the empowerment (CPG) partner. CPG Partner must be in place within 30 days from Inception Meeting	

F.2.2.2 The cost of the tender documents: Replace this paragraph with the following:

"Documents may be obtained, free of charge, in electronic format, from the National Treasury's eTenders website or the eThekweni Municipality's Website. The entire electronically downloaded document should be printed and suitably bound by the tenderer.

F.2.6 Acknowledge addenda: Add the following paragraphs to the clause:

"Addenda will be published, in electronic format, on the National Treasury's eTenders website (see F.2.2.2 above). Tenderers are to ensure that the eTenders website is consulted for any published addenda pertaining to this tender until three days before the tender closing time as stated in the Tender Data."

"Acknowledgement of receipt of the addenda will be by the return of the relevant completed, dated and signed portion of the addenda, to the address / fax number / email address as specified on the addenda. Failure of the tenderer to comply with the requirements of the addenda may result in the tender submission being made non-responsive."

F.2.7 Clarification meeting: There will be no clarification meetings

In the event of a Compulsory Clarification Meeting, Tenderers must sign the attendance register in the name of the tendering entity. Addenda will be issued to, and tenders will be received only from, those tendering entities appearing on the attendance list.

F.2.12 Alternative tender offers: No alternative tender offers will be considered.

F.2.13 Submitting a tender offer: Submissions must be submitted on official submission documentation issued (in electronic format) by the eThekweni Municipality.

Identification details to be shown on each tender offer package are:

- Contract No. : E.9784
- Contract Title : Provision of electrical engineering services- Infrastructure that includes the inspection, reporting, removal of illegal services and restoring of legal supply during a thirty-six-month period

The Employer's address for delivery of tender offers is:

the Municipal Building, 166 K.E. Masinga Road

and placed in the **Tender Box** located in the ground floor foyer.

Parts of each tender offer communicated on paper shall be submitted as an original.

Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.

F.2.15 Closing time: The closing time for delivery of tender offers is:

- Date : Friday, 07 October, 2022
- Time : 11:00

F.2.16 Tender offer validity: The Tender Offer validity period is 12 weeks (84 Days) from the closing time for submission of tenders.

F.2.23 Certificates: Refer to Part T2.1 for a listing of certificates that must be provided with the tender. All certificates must be valid at the time of tender closing.

CIDB Registration

Tenderers are to include with their submission a printout of their registration with the CIDB, obtained from the CIDB website (<https://registers.cidb.org.za/PublicContractors/ContractorSearch>).

The Joint Venture Grading Designation Calculator should be used when submitting as a Joint Venture (<https://registers.cidb.org.za/PublicContractors/JVGradingDesignationCalc>).

The date of obtaining the above printouts is to be indicated on the printout. Registration with the CIDB must be reflected as “Active” at time of tender closing.

Tax Clearance

SARS has introduced a new Tax Compliance Status System. Tenderers can submit a Tax Compliance Status PIN (TCS PIN) instead of an original Tax Clearance Certificate. This TCS PIN can be used by third parties to certify the taxpayer’s real-time compliance status.

Separate Tax Clearance Certificates / TCS PINs are required for each entity in a Joint Venture.

B-BBEE Status Level of Contribution

The Amended Construction Sector Code (Government Gazette No.41287) is applicable to the B-BBEE compliance measurement of all entities that fall within the Construction Sector.

The requirements for measurement and verification of entities are contained in the “Amended Code Series CSC000: Framework for Measuring Broad Based Black Economic Empowerment in the Construction Sector”, as published in Notice 931 of 2017, Government Gazette No.41287 of 01/12/2017.

The requirements are summarised in the following table:

The requirements are summarised in the following table:		
Enterprise Type	Total Annual Revenue (R million)	Ownership and Annual Turnover
EME: Built Environment Professional	< R1.8m	May present an affidavit OR a certificate issued by the CIPC OR authorised B-BBEE verification certificate (as below)
EME: Contractor	< R3.0m	
Reference should be made to Cl.3.6.2.4.1 of the Amended Construction Sector Code regarding the above exceptions.		
EME: Built Environment Professional	< R6m	Must present an authorised B-BBEE verification certificate by a SANAS accredited Verification Agency
EME: Contractor	< R10m	
QSE: Built Environment Professional	≥ R6.0m and < R25m	
QSE: Contractor	≥ R10.0m and < R50m	
Large Enterprise	>R50m	

The requirements for measurement of Joint Ventures is described in Cl.2.8 of the Amended Construction Sector Code. The compilation of a consolidated verification certificate is required.

B-BBEE Verification Certificates must be from a Verification Agency accredited by the South African National Accreditation System (SANAS).

Central Supplier Database (CSD)

The entities (full) Registration Report, obtained from the National Treasury Central Supplier Database, is to be included in the tender submission (<https://secure.csd.gov.za>).

Separate CSD Registration Reports are required for each entity in a Joint Venture.

Audited Financial Statements (F.2.1(f))

F.3: THE EMPLOYER'S UNDERTAKINGS

F.3.1.1 Respond to requests from the tenderer: Replace the words “five working days” with “three working days”.

F.3.2 Issue addenda: Add the following paragraph: “Addenda will be published, in electronic format, on the National Treasury’s eTenders website. In the event that the Clarification Meeting is compulsory, Addenda will only be issued to those tendering entities appearing on the Clarification Meeting Register.”

F.3.4 Opening of Tender Submissions: Tenders will be opened immediately after the closing time for tenders. The public reading of tenders will take place in the SCM Boardroom, 6th Floor, Engineering Unit Building, 166 KE Masinga Road, Durban.

F.3.11 Evaluation of Tender Offers: The procedure for evaluation of responsive Tender Offers will be in accordance with the Employer’s current SCM Policy, the Preferential Procurement Policy Framework Act (5 of 2000).

The procedure for the evaluation of responsive tenders is **Method 1 (Price and Preference with mandatory requirements)**.

The **80/20** preference points system will be used where the financial value (incl. VAT) of one or more responsive tender offers have a value that equals or is less than R 50,000,000. The Formula used to calculate the **Price Points**, and the **Preference Points** that will be allocated, will be according to the specified PPPFA Regulations.

The **90/10** preference points system will be used where the financial value (incl. VAT) of all responsive tenders received have a value in excess of R 50,000,000. The Formula used to calculate the **Price Points**, and the **Preference Points** that will be allocated, will be according to the specified PPPFA Regulations.

Only locally produced goods, services, or works, or locally manufactured goods, with a stipulated minimum threshold for Local Production and Content will be considered.

F.3.13 Acceptance of tender offer: In addition to the requirements of Clause F.3.13 of the Standard Conditions of Tender, tender offers will only be accepted if:

- (a) The tenderer submits a valid Tax Clearance Certificate OR Tax Compliance Status PIN, issued by the TCS System of the South African Revenue Services, or has made arrangements to meet outstanding tax obligations.
- (b) The tenderer is registered, and “Active”, with the Construction Industry Development Board, at time of tender closing, in an appropriate contractor grading designation.
- (c) The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.
- (d) The tenderer has not:
 - Abused the Employer’s Supply Chain Management System; or
 - Failed to perform on any previous contract and has been given a written notice to this effect.
- (e) The tenderer has completed the Compulsory Enterprise Questionnaire and there are no

- conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process;
- (f) The tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;
 - (g) The employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.
 - (h) If this tender is subject to "Local Content and Production", the tenderer must complete and sign MBD 6.2 and attach Annexure C (of SATS 1286:2011).
 - (i) The Municipality does not bind itself to accept the lowest or any tender. It reserves the right to accept the whole or any part of a tender to place orders. Bidders shall not bind the Municipality to any minimum quantity per order. The successful Tenderer (s) shall be bound to provide any quantities stipulated in the specification.

F.3.15 Complete adjudicator's contract: Refer to the **General Conditions of Contract** and the **Contract Data**.

The additional conditions of tender are:

ACT.1 Appeals

In terms of Regulation 49 of the Municipal Supply Chain Management Regulations persons aggrieved by decisions or actions taken by the Municipality, may lodge an appeal within 14 days of the decision or action, in writing to the Municipality. All appeals (clearly setting out the reasons for the appeal) and queries with regard to the decision of award are to be directed to:

The City Manager
Attention Ms S. Pillay eMail: Simone.Pillay@durban.gov.za
P O Box 1394
DURBAN, 4000

ACT.2 Prohibition on awards to persons in the service of the state

Clause 44 of the Supply Chain Management Regulations states that the Municipality or Municipal Entity may not make any award to a person:

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

Should a contract be awarded, and it is subsequently established that Clause 44 has been breached, the Employer shall have the right to terminate the contract with immediate effect.

ACT.5 Subcontracting as Condition of Contract

It is a requirement for this tender that each bidder is required to subcontract a minimum of 30% to a company with one electrician team (electrician, electrician assistant, two general workers) and security team (4-armed security officers).

- (a) an EME or QSE from the Priority Population Group.

In addition to the above, the eThekweni Municipal Council has adopted a framework for empowerment strategies for contracts between R5m and R30m.

Electrical Company	Security Company
CIDB grading = 3 EB/EP or less	Registered with PSIRA
Electrician competency on OHM/UGM/Revenue protection	PSIRA letter of good standing

CIDB printout	National Bargaining Council for the Private Security Sector Letter of Good Standing
	Firearm licenses
	Fire-arm competencies

PART T2: RETURNABLE DOCUMENTS
T2.1: LIST OF RETURNABLE DOCUMENTS

T2.1.1 General

The Tender Document must be submitted. All forms must be properly completed as required, and the document shall not be taken apart or altered in any way whatsoever.

The Tenderer is required to complete each Schedule and Form listed below to the best of his ability as the evaluation of tenders and the eventual contract will be based on the information provided by the Tenderer. Failure of a Tenderer to complete the Schedules and Forms to the satisfaction of the Employer will inevitably prejudice the tender and may lead to rejection on the grounds that the tender is not responsive.

T2.1.2 Returnable Schedules, Forms and Certificates

Company Specific

Certificate of Attendance at Clarification Meeting	13
Certificate of Authority	14
Declaration of Municipal Fees	15
Compulsory Enterprise Questionnaire	16
Tax Compliance Status PIN / Tax Clearance Certificate	18
B-BBEE Status Level of Contribution Certificate	19
Verification of CIDB Registration and Status	20
CSD Registration Report	21

Consolidated MBD Documents

MBD2: Tax Clearance Certificate Requirements	23
MBD4: Declaration of Interest	
MBD5: Declaration For Procurement Above R10 Million (if applicable)	
MBD6.1: Preference Points Claim Form ITO the Preferential Regulations	
MBD6.2: Declaration Certificate For Local Production And Content (if applicable)	
MBD8: Declaration of Bidder's Past SCM Practices	
MBD9: Certificate of Independent Bid Determination	

Technical and Evaluation

Declaration of Resources	32
Contractor's Health and Safety Plan	39
Contractor's Health and Safety Declaration	39

Contractual

Joint Venture Agreements (if applicable)	39
Record of Addenda to Tender Documents	41
Amendments, Qualifications and Alternatives	
Form of Offer	42
Bill of Quantities	

T2.1.3 Preferential Procurement Schedules and Affidavits

In the event of the Tenderer not being registered with the eThekweni Municipality, the tenderer must register on the internet at www.durban.gov.za by following these links:

- eThekweni Municipality
 - City Government
 - Administration
 - Administrative Clusters
 - Finance
 - Supply Chain Management
 - Accredited Supplier and Contractor's Database.

NOTES

- (a) The information for registration as in the possession of the eThekweni Municipality will apply.
- (b) It is the Tenderer's responsibility to ensure that the details as submitted to the Municipality are correct.
- (c) Tenderers are to register prior to the submission of tenders.

T2.2: RETURNABLE SCHEDULES, FORMS, AND CERTIFICATES

The returnable schedules, forms, and certificates as listed in T2.1.2 can be found on the pages **13 to 40**.

CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING / SITE INSPECTION

This is to certify that:

(tenderer name)

of (address)

.....

was represented by the person(s) named below at the Clarification Meeting held for all tenderers, the details of which are stated in the Tender Data (F.2.7).

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

Particulars of person(s) attending the meeting:

Name:

Name:

Signature:

Signature:.....

Capacity:

Capacity:.....

Attendance of the above person(s) at the meeting is confirmed by the Employer's Agent's Representative, namely:

Name:

Signature:

Date:

CERTIFICATE OF AUTHORITY

Indicate the status of the tenderer by ticking the appropriate box hereunder.

COMPANY		CLOSE CORPORATION		PARTNERSHIP		JOINT VENTURE		SOLE PROPRIETOR	
Refer to Notes at the bottom of the page									

I / We, the undersigned, being the Chairperson (Company), Member(s) (Close Corporation), Partners (Partnership), Sole Owner (Sole Proprietor), Lead Partner (JV), in the company / business trading as:

.....

hereby authorise Mr/Mrs/Ms

acting in the capacity of

to sign all documents in connection with the tender for **Contract No. E.9784** and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

Notes

The following documents must be attached to the back inside cover to this procurement document:

If a Company : a "Resolution of the Board" in this regard.

If a Joint Venture : a "Power of Attorney" signed by the legally authorised signatories of all the partners to the Joint venture.

DECLARATION OF MUNICIPAL FEES

I, the undersigned, do hereby declare that the Municipal fees of

.....
(full name of Company / Close Corporation / partnership / sole proprietary/Joint Venture)
(hereinafter referred to as the TENDERER) are, as at the date hereunder, fully paid or an Acknowledgement of Debt has been concluded with the Municipality to pay the said charges in instalments.

The following account details relate to property of the said TENDERER:

Account

Account Number: to be completed by tenderer.

Consolidated Account No.

--	--	--	--	--	--	--	--	--	--	--	--	--

Electricity

--	--	--	--	--	--	--	--	--	--	--	--	--

Water

--	--	--	--	--	--	--	--	--	--	--	--	--

Rates

--	--	--	--	--	--	--	--	--	--	--	--	--

JSB Levies

--	--	--	--	--	--	--	--	--	--	--	--	--

Other

--	--	--	--	--	--	--	--	--	--	--	--	--

Other

--	--	--	--	--	--	--	--	--	--	--	--	--

I acknowledge that should the aforesaid Municipal charges fall into arrears, the Municipality may take such remedial action as is required, including termination of any contract, and any payments due to the Contractor by the Municipality shall be first set off against such arrears. ATTACHED, to the back inside cover of this document, please find copies of the above account's and or agreements signed with the municipality.

- Where the TENDERER'S place of business or business interests are outside the jurisdiction of eThekweni municipality, a copy of the accounts/agreements from the relevant municipality must be attached (to the back inside cover of this document).
- Where the tenderer's Municipal Accounts are part of their lease agreement, then a copy of the agreement, or official letter to that effect is to be attached (to the back inside cover of this document).

NAME :

(Block Capitals)

SIGNATURE :
(of person authorised to sign on behalf of the Tenderer)

DATE:

COMPULSORY ENTERPRISE QUESTIONNAIRE

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

- 1) **Name of enterprise:**
- 2) **VAT registration number, if any:**
- 3) **CIDB registration number, if any:**
- 4) **Particulars of sole proprietors and partners in partnerships**

Full Name	Identity number*	Personal income tax number *

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

5) **Particulars of companies and close corporations**

Company registration number, if applicable:

Close corporation number, if applicable:

Tax Reference number, if any:

6) **Record in the service of the state**

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

- | | |
|--|---|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> 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) |
| <input type="checkbox"/> a member of any provincial legislature | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | |
| <input type="checkbox"/> an official of any municipality or municipal entity | |

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

Insert separate page if necessary

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

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

- | | |
|--|---|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> 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) |
| <input type="checkbox"/> a member of any provincial legislature | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | |
| <input type="checkbox"/> an official of any municipality or municipal entity | |

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

Insert separate page if necessary

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

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

Signed Date

Name Position

Enterprise Name

TAX COMPLIANCE STATUS PIN / TAX CLEARANCE CERTIFICATE

Reference is made to F.2.23 of the Conditions of Tender.

SARS has introduced a new Tax Compliance Status System. Tenderers can submit a Tax Compliance Status PIN (TCS PIN) instead of an original Tax Clearance Certificate. This TCS PIN can be used by third parties to certify the taxpayer's real-time compliance status.

Separate Tax Clearance Certificates / TCS PINs are required for each entity in a Joint Venture.

Tenderers are to attach to this page a printout of their Tax Compliance Status PIN (TCS PIN) OR an original Tax Clearance Certificate.

NAME : (Block Capitals)

SIGNATURE : DATE:
(of person authorised to sign on behalf of the Tenderer)

B-BBEE STATUS LEVEL OF CONTRIBUTION CERTIFICATE

Reference is made to F.2.23 of the Conditions of Tender.

The Amended Construction Sector Code (Government Gazette No.41287) is applicable to the B-BBEE compliance measurement of all entities that fall within the Construction Sector.

The requirements for measurement and verification of entities are contained in the "Amended Code Series CSC000: Framework for Measuring Broad Based Black Economic Empowerment in the Construction Sector", as published in Notice 931 of 2017, Government Gazette No.41287 of 01/12/2017.

The requirements are summarised in the following table:

Enterprise Type	Total Annual Revenue (R million)	Ownership and Annual Turnover
EME: Built Environment Professional	< R1.8m	May present an affidavit OR a certificate issued by the CIPC
EME: Contractor	< R3.0m	OR authorised B-BBEE verification certificate (as below)
Reference should be made to Cl.3.6.2.4.1 of the Amended Construction Sector Code regarding the above exceptions.		
EME: Built Environment Professional	< R6m	Must present an authorised B-BBEE verification certificate by a SANAS accredited Verification Agency
EME: Contractor	< R10m	
QSE: Built Environment Professional	≥ R6.0m and < R25m	
QSE: Contractor	≥ R10.0m and < R50m	
Large Enterprise	>R50m	

The requirements for measurement of Joint Ventures is described in Cl.2.8 of the Amended Construction Sector Code. The compilation of a consolidated verification certificate is required.

Tenderers are to attach to this page an affidavit, or a B-BBEE certificate issued by an authorised SANAS accredited Verification Agency.

NAME : (Block Capitals)

SIGNATURE : DATE:
(of person authorised to sign on behalf of the Tenderer)

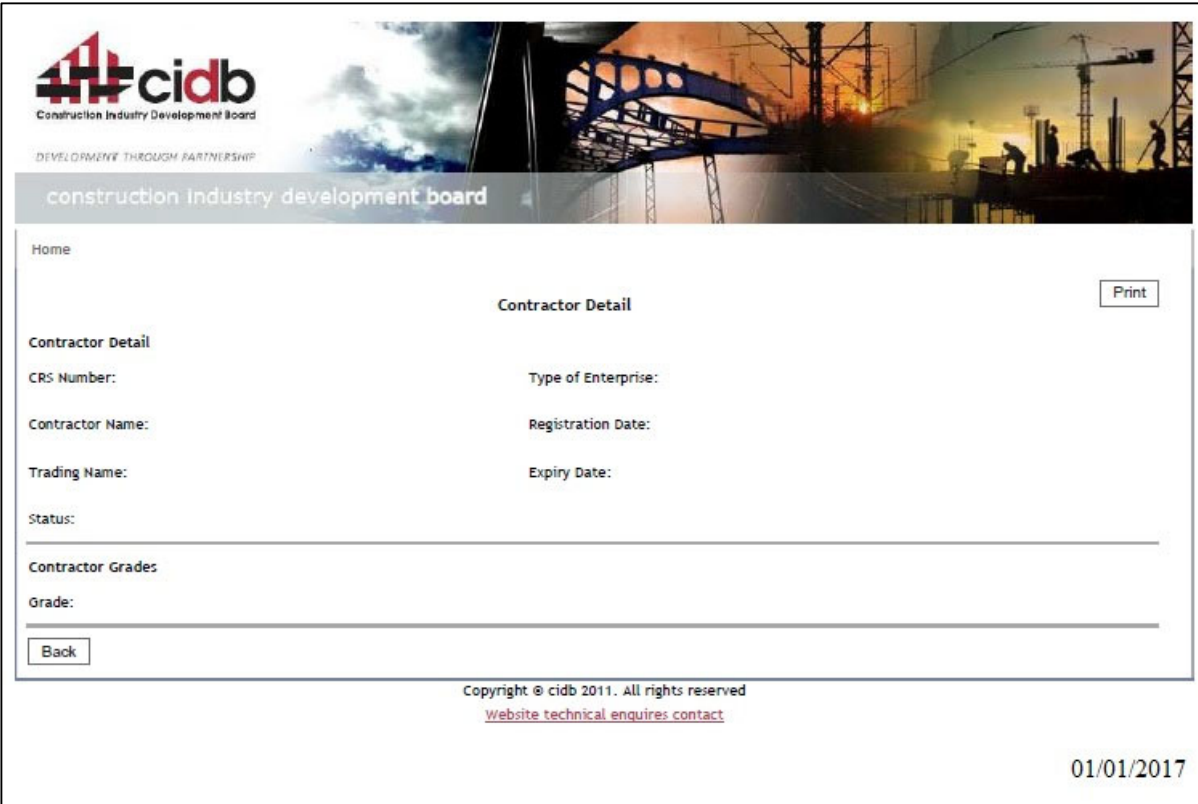
VERIFICATION OF CIDB REGISTRATION AND STATUS

Reference is made to F.2.23 of the Conditions of Tender.

Clause F.2.1.1 of the Conditions of Tender – “Eligibility”, requires a tenderer to be registered, as “Active”, with the CIDB (at time of tender closing), in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a **EB or EP** class of construction work.

Tenderers are to attach to this page a printout of their registration with the CIDB, as obtained from the CIDB website <https://registers.cidb.org.za/PublicContractors/ContractorSearch>. The date of obtaining the printout is to be indicated on the printout.

The following is an example of a printout obtained from the above website.



The screenshot shows the CIDB (Construction Industry Development Board) website interface. At the top, there is a header with the CIDB logo and the tagline "DEVELOPMENT THROUGH PARTNERSHIP". Below the header, there is a navigation bar with the text "construction industry development board". The main content area is titled "Contractor Detail" and includes a "Print" button in the top right corner. The form contains the following fields: "CRS Number:", "Contractor Name:", "Trading Name:", "Status:", "Type of Enterprise:", "Registration Date:", "Expiry Date:", and "Contractor Grades". Below these fields, there is a "Grade:" field. A "Back" button is located at the bottom left of the form. At the bottom of the page, there is a copyright notice: "Copyright © cidb 2011. All rights reserved" and a link: "Website technical enquires: contact". The date "01/01/2017" is displayed in the bottom right corner.

NAME : (Block Capitals)

SIGNATURE : DATE:
(of person authorised to sign on behalf of the Tenderer)


CSD REGISTRATION REPORT

Reference is made to F.2.23 of the Conditions of Tender.

Clause F.2.1 of the Conditions of Tender – “Eligibility”, requires a tenderer to be registered at the time of tender closing on the National Treasury Central Supplier Database (CSD) as a service provider.

Tenderers are to attach to this page a printout of their CSD Registration Report, as obtained from the National Treasury’s CSD website <https://secure.csd.gov.za/Account/Login>. The date of obtaining the printout is to be indicated on the printout.

The following is an example of the beginning of the printout obtained from the above website.

	CENTRAL SUPPLIER DATABASE FOR GOVERNMENT		Report Date:	
			Report Ran By:	
CSD REGISTRATION REPORT				
SUPPLIER IDENTIFICATION				
Supplier number		Have Bank Account		
Is supplier active?		Total annual turnover		
Supplier type		Financial year start date		
Supplier sub-type		Registration date		
Legal name		Created by		
Trading name		Created date		
Identification type		Edit by		
Government breakdown		Edit date		
Business status		Restricted Supplier		
Country of origin		Restriction Last Verification Date		
South African company/CC registration number				

NAME : (Block Capitals)

SIGNATURE : DATE:
(of person authorised to sign on behalf of the Tenderer)

AUDITED FINANCIAL STATEMENTS

CONSOLIDATED MUNICIPAL BIDDING DOCUMENTS

The following SECTIONS are required to be completed as part of this procurement document

<u>Section</u>	<u>Description</u>	<u>Required?</u>
A	General Enterprise Information	Yes
B	MBD2: Tax Clearance Certificate Requirements	Yes
C	MBD4: Declaration of Interest	Yes
D	MBD5: Declaration for Procurement Above R10 Million	Yes
E	MBD6.1: Preference Points Claim Form ITO the Preferential Regulations	Yes
F	MBD6.2: Declaration Certificate for Local Production and Content for Designated Sectors.....	No
G	MBD8: Declaration of Bidder's Past SCM Practices	Yes
H	MBD9: Certificate of Independent Bid Determination	Yes
I	Confirmations, Authorities, Certifications, Acknowledgements and Signatures	Yes

NOTES

- MBD4. MSCM Regulations: "in the service of the state" means to be:
- (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the national Assembly or the national Council of provinces;
 - (b) a member of the board of directors of any municipal enterprise;
 - (c) an official of any municipality or municipal enterprise;
 - (d) an employee of any national or provincial department, national or provincial public enterprise or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
 - (e) a member of the accounting authority of any national or provincial public enterprise; or
 - (f) an employee of Parliament or a provincial legislature.
- "Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.
- MBD9. Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

Ref	Description	Complete or Circle Applicable
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SECTION A: GENERAL ENTERPRISE INFORMATION

1.0 Full Name of bidder or his or her representative

1.1 ID Number of bidder or his or her representative

1.2 Position occupied in the enterprise

2.0 Name of enterprise:

2.1 Tax Reference number, if any:

2.2 VAT registration number, if any:

2.3 CIDB registration number, if any:

2.4 Company registration number, if applicable:

2.5 Close corporation number, if applicable:

2.6 Supplier reference number (PR), if any:

2.7 South African Revenue Service Tax Compliance
Status PIN:

2.8 National Treasury Central Supplier Database
registration number

3.0 The names of all directors / trustees / shareholders / members / sole proprietors / partners in partnerships, their individual identity numbers and state employee numbers must be indicated below. In the case of a joint venture, information in respect of each partnering enterprise must be completed and submitted

Full Name	Identity No.	State Employee No.	Personal income tax No. *
Use additional pages if necessary			

Ref	Description	Complete or Circle Applicable
-----	-------------	-------------------------------

SECTION B: MBD 2: TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

- 1.0 In order to meet this requirement bidders are required to complete the TCC 001: "Application for a Tax Clearance Certificate" form and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2.0 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3.0 The original Tax Clearance Certificate must be submitted together with the bid (attached to the inside back cover of this procurement document). Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4.0 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5.0 Copies of the TCC 001: "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
- 6.0 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.
- 7.0 Notwithstanding Clauses 1.0 to 6.0 above: Since 18 April 2016, SARS has introduced a new Tax Compliance Status System (TCS). As part of this enhanced system, tenderers can now submit a Tax Compliance Status PIN instead of an original Tax Clearance Certificate (TCC). This TCS PIN can be used by third parties to certify the taxpayer's real-time compliance status. This number, if available, is to be entered in Item 2.7 of Section A of these consolidated Municipal Bidding Documents.
For further particulars please contact your nearest SARS branch, or call the SARS Contact Centre on 0800 00 7277, or log onto SARS eFiling.

SECTION C: MBD 4: DECLARATION OF INTEREST

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

1.0	Are you presently in the service of the state?	YES	NO
	If yes, furnish particulars:		
2.0	Have you been in the service of the state for the past twelve months?	YES	NO
	If yes, furnish particulars:		
3.0	Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?	YES	NO
	If yes, furnish particulars:		
4.0	Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?	YES	NO
	If yes, furnish particulars:		
5.0	Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?	YES	NO
	If yes, furnish particulars:		
6.0	Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?	YES	NO
	If yes, furnish particulars:		
7.0	Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract ?	YES	NO
	If yes, furnish particulars:		
8.0	The names of all directors / trustees / shareholders / members / sole proprietors / partners in partnerships, their individual identity numbers and state employee numbers are indicated in SECTION A of these Consolidated Municipal Bidding documents.		

Ref	Description	Complete or Circle Applicable	
SECTION D: MBD 5: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)			
For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire.			
1.0	Are you by law required to prepare annual financial statements for auditing? If YES, you will be required to submit audited annual financial statements (on request during the tender evaluation period) for the past three years or since the date of establishment if established during the past three years.	YES	NO
2.0	Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days? If NO, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days. If YES, provide particulars on a letterhead. (Attach this letter to the back inside cover of this procurement document).	YES	NO
3.0	Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? If YES, provide particulars on a letterhead. (Attach this letter to the back inside cover of this procurement document).	YES	NO
4.0	Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? If YES, provide particulars on a letterhead. (Attach this letter to the back inside cover of this procurement document).	YES	NO
5.0	If the tenderer is not required by law to prepare audited financial statements, then the tenderer must submit a Public Interest (PI) Score, whereby if the PI score is above 350 points then the bidder must submit audited financial statements.		

SECTION E: MBD 6.1: PREFERENCE POINTS CLAIM ITO THE PREFERENTIAL REGULATIONS		
Preference points for this tender shall be awarded as per the Tender Data and the Preferential Procurement Regulations (2017). Failure on the part of a tenderer to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Sworn Affidavit for an EME, or sworn affidavit for a QSE (in line with the revised BBBEE codes of Good Practice), together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed. The Employer reserves the right to require of a tenderer, 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 Employer.		
1.0	B-BBEE Status Level of Contribution claimed:	
	Will any portion of the contract be sub-contracted?	YES NO
	If YES, indicate:	
	(i) what percentage of the contract will be subcontracted?	
	(ii) the name of the sub-contractor?	
	Name:	
	(iii) the B-BBEE status level of the sub-contractor?	
2.0	(iv) whether the sub-contractor is an EME?	YES NO

The undersigned, certify that the B-BBEE status level of contribution indicated in paragraph 1.0 above qualifies the company / firm for preference points and acknowledges that the remedies as per Clause 14 of the Preferential Procurement Regulations (2017) shall apply.

SECTION F: MBD 6.2: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS	
This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably). Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].	

- 1.0 General Conditions
- 1.1 Preferential Procurement Regulations, 2017 (Regulation 8) makes provision for the promotion of local production and content.
- 1.2 Regulation 8.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3 Where necessary, for bids referred to in paragraph 1.2 above, a two-stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.

Ref	Description	Complete or Circle Applicable								
1.4	A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.									
1.5	<p>The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:</p> $LC = [1 - x / y] * 100$ <p>Where: x is the imported content in Rand y is the bid price in Rand excluding value added tax (VAT).</p> <p>Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as required in paragraph 4.1 below.</p> <p>The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial development/ip.jsp at no cost.</p>									
1.6	<p>A bid may be disqualified if –</p> <p>(a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and</p> <p>(b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.</p>									
2.0	Definitions									
2.1	“bid” includes written price quotations, advertised competitive bids or proposals;									
2.2	“bid price” price offered by the bidder, excluding value added tax (VAT);									
2.3	“contract” means the agreement that results from the acceptance of a bid by an organ of state;									
2.4	“designated sector” means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;									
2.5	“duly sign” means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).									
2.6	“imported content” means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour and intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;									
2.7	“local content” means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;									
2.8	“stipulated minimum threshold” means that portion of local production and content as determined by the Department of Trade and Industry; and									
2.9	“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.									
3.0	<p>The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:</p> <table border="1"> <thead> <tr> <th>Description of services, works or goods</th> <th>Stipulated minimum threshold</th> </tr> </thead> <tbody> <tr> <td>.....</td> <td>..... %</td> </tr> <tr> <td>.....</td> <td>..... %</td> </tr> <tr> <td>.....</td> <td>..... %</td> </tr> </tbody> </table>	Description of services, works or goods	Stipulated minimum threshold % % %	
Description of services, works or goods	Stipulated minimum threshold									
..... %									
..... %									
..... %									
4.0	Does any portion of the services, works or goods offered have any imported content?	<table border="1"> <tr> <td>YES</td> <td>NO</td> </tr> </table>	YES	NO						
YES	NO									
4.1	<p>If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date of advertisement of the bid.</p> <p>The relevant rates of exchange information is accessible on www.reservebank.co.za.</p> <p>Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):</p> <p>US Dollar: <input type="text"/> Pound Sterling: <input type="text"/> Euro: <input type="text"/> Yen: <input type="text"/> Other: <input type="text"/></p> <p>NB: Bidders must submit proof of the SARB rate (s) of exchange used.</p>									
5.0	Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?	<table border="1"> <tr> <td>YES</td> <td>NO</td> </tr> </table>	YES	NO						
YES	NO									
5.1	<p>If yes, provide the following particulars:</p> <p>(a) Full name of auditor:</p> <p>(b) Practice number: (c) Telephone number: Cell number:</p> <p>(d) Email address:</p> <p>(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)</p>									
6.0	Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the Accounting Officer / Accounting Authority provide directives in this regard.									

LOCAL CONTENT DECLARATION

(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (Close Corporation, Partnership or Individual)

IN RESPECT OF BID No:

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

NB 1 - The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

NB 2 - Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below. Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned in Section H of these Consolidated MBD returnable questionnaires (comprising 8 pages), do hereby declare the following:

- (a) The facts contained herein fall within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
 - (ii) the declaration templates have been audited and certified to be correct.
- (c) The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C;

• Bid price, excluding VAT (y)	R
• Imported content (x), as calculated in terms of SATS 1286:2011.....	R
• Stipulated minimum threshold for local content (paragraph 3 above)	%
• Local content %, as calculated in terms of SATS 1286:2011.....	%

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

SECTION G: MBD8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

This Municipal Bidding Document must form part of all bids invited. It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

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

- a) abused the municipal entity's supply chain management system or committed any improper conduct in relation to such system;
- b) been convicted for fraud or corruption during the past five years;
- c) wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
- d) been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

In order to give effect to the above, the following questions must be answered.

1.0	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer / Authority of the institution that imposed the restriction after the audi alteram partem rule was applied. The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page. If yes, furnish particulars:	YES	NO
2.0	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)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page. If yes, furnish particulars:	YES	NO
3.0	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years? If yes, furnish particulars:	YES	NO

4.0	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months? If yes, furnish particulars:	YES	NO
5.0	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract? If yes, furnish particulars:	YES	NO

SECTION H: MBD9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

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.

Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:

- take all reasonable steps to prevent such abuse;
- reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
- cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

The following MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

In order to give effect to the above, the following Certificate of Bid Determination must be completed and submitted with the bid. The undersigned, in submitting the accompanying bid, in response to the invitation for the bid do hereby make the following statements that I certify to be true and complete in every respect:

- I have read and I understand the contents of this Certificate;
- I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
- I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
- Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
- For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - has been requested to submit a bid in response to this bid invitation;
 - could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
- The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding. (Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.
- In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - prices;
 - geographical area where product or service will be rendered (market allocation);
 - methods, factors or formulas used to calculate prices;
 - the intention or decision to submit or not to submit, a bid;
 - the submission of a bid which does not meet the specifications and conditions of the bid;
 - bidding with the intention not to win the bid.
- In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
- The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 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.

SECTION I: CONFIRMATIONS, AUTHORITIES, CERTIFICATIONS, ACKNOWLEDGEMENTS and SIGNATURES

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

- 1.0 Confirms that the contents of these Consolidated MBD returnable questionnaires (comprising 8 pages) fall within my personal knowledge and are to the best of my knowledge and belief, both true and correct;
- 2.0 Confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercise, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004.
- 3.0 Confirms that no partner, member, director or other person, who wholly or partly exercise control over the enterprise, has within the last five years been convicted of fraud or corruption.
- 4.0 Confirms that I/we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the bidders or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest.
- 5.0 Certify that the B-BBEE status level of contribution indicated in Section E.1: Item 1.0 qualifies the enterprise for preference points and acknowledges that the remedies as per Clause 14 of the Preferential Procurement Regulations (2017) shall apply. In the event of a contract being awarded as a result of points claimed, the enterprise may be required to furnish documentary proof to the satisfaction of the employer that the claims are correct.
- 6.0 Accept that, in addition to cancellation of a contract, action may be taken against me should these declarations prove to be false.

Signed Date

Name Position

Declaration of Resources

In terms of the Standard Specification the bidder must declare staff and vehicles that they intend using on this contract.

Name(s) of electrician to be declared below. (Main contractor)			
	Name & Surname	Identity number	Competency
1			Current contract/duties if any
2			
3			
4			

Security company(s) (Main contractor)

	Name of Security company	PSIRA number
1		

Security personal (Main contractor)

	Name & Surname	Identity number	PSIRA number
1			
2			
3			
4			
5			
6			
7			
8			

Vehicles (Main contractor) Proof of intent to lease agreement or if owned logbook to be attached.		
	Make	Registration
1		Year model
2		

NAME : (Block Capitals)

SIGNATURE : DATE:

(of person authorised to sign on behalf of the Tenderer) **Failure to complete the mandatory information and sign this form will invalidate the tender.**

Declaration of Resources

In terms of the Standard Specification the bidder is to declare staff and vehicles intends using on this contract.

Name(s) of electrician to be declared below. (Sub - Contractor)				
	Name & Surname	Identity number	Competency	Current contract/duties if any
1				
2				

Security company (Sub - Contractor)

	Name of Security company	PSIRA number
1		

Security personal (Sub – Contractor)

	Name & Surname	Identity number	PSIRA number
1			
2			
3			
4			

Vehicles (Sub – Contractor) Proof of intent to lease agreement or if owned logbook to be attached.			
	Make	Registration	Year model
1			

NAME : (Block Capitals)

SIGNATURE : DATE:

(of person authorised to sign on behalf of the Tenderer) **Failure to complete the mandatory information and sign this form will invalidate the tender.**

NB: Moonlighting will refer to employee/s appearing on more than one company that has submitted a bid for contract NO E9784. Moonlighting will result in electrician/employee disqualified as resource on this bid.

Bidders shall note that if they obtain resource (Electrician/Team leader) information without their consent, Bid shall be deemed non-responsive for this bid.

DECLARATION PER ELECTRICIAN /TEAM LEADER

EMPLOYEE

I Mr/Mrs.....ID NO.....

Competent on
.....

I am aware of the scope of work to be conducted on this contract and I give consent to eThekweni electricity officials to conduct verification of my qualifications submitted. I certify that I am aware and I have only submitted my particulars only to (company name).....

In addition, I have not granted to any other bidder to utilise my details as a resource in their bid.

NAME
(EMPLOYEE).....SIGNATURE.....DATE.....
.....

EMPLOYER

(Company name)..... for contract NO
.....

I Mr/Mrs.....ID
No.....

Company Name
.....

Declare that above employee will only conduct work only for contract No E.....
As per scope of work.

NAME
(Company
Representative).....SIGNATURE.....DATE.....

NAME (WITNESS)
.....SIGNATURE.....DATE.....

CONTRACTOR'S HEALTH AND SAFETY PLAN

Refer to Clause F3.11.9 for Functionality Points evaluation prompts (if applicable).

At tender stage only a brief overview (**to be attached to this page**) of the tenderer's perception on the safety requirements for this contract will be adequate.

Only the successful Tenderer shall submit separately the Contractor's Health and Safety Plan as required in terms of Regulation 7 of the Occupational Health and Safety Act 1993 Construction Regulations 2014.

The detailed safety plan will take into consideration the site-specific risks as mentioned under **Part C.3: Project Specification**. A generic plan will not be acceptable.

NAME : (Block Capitals)

SIGNATURE : DATE:
(of person authorised to sign on behalf of the Tenderer)

CONTRACTOR'S HEALTH AND SAFETY DECLARATION

Refer to Clause F3.11.9 for Functionality Points evaluation prompts (if applicable).

In terms of Clause 5(1)(h) of the OHSA 1993 Construction Regulations 2014 (referred to as "the Regulations" hereafter), a Principal Contractor may only be appointed to perform construction work if the Client is satisfied that the Principal Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHSA 1993 Construction Regulations 2014.

To that effect a person duly authorised by the tenderer must complete and sign the declaration hereafter in detail.

Declaration by Tenderer

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHSA 1993 Construction Regulations 2014.
2. I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
3. I propose to achieve compliance with the Regulations by one of the following:

Tenderers are
to Circle Applicable

(a) From my own competent resources as detailed in 4(a) hereafter: **YES NO**

(b) From my own resources still to be appointed or trained until competency is achieved, as detailed in 4(b) hereafter: **YES NO**

- (c) From outside sources by appointment of competent specialist
Subcontractors as detailed in 4(c) hereafter:

YES NO

4. Details of resources I propose:

(Note: Competent resources shall include safety personnel such as a construction supervisor and construction safety officer as defined in Regulation 8, and competent persons as defined in Regulations 9, 10, 11, 12, 13, 14, 16, 17, 20, 21, 22, 23(1), 24, 25, 26, 27, 28 and 29, as applicable).

- (a) Details of the competent and qualified key persons from my company's own resources, who will form part of the contract team:

NAMES OF COMPETENT PERSONS	POSITIONS TO BE FILLED BY COMPETENT PERSONS

- (b) Details of training of persons from my company's own resources (or to be hired) who still have to be trained to achieve the necessary competency:

- (i) By whom will training be provided?
- (ii) When will training be undertaken?
- (iii) List the positions to be filled by persons to be trained or hired:
.....
.....

- (c) Details of competent resources to be appointed as subcontractors if competent persons cannot be supplied from own company:

Name of proposed subcontractor:

Qualifications or details of competency of the subcontractor:

.....
.....

5. I hereby undertake, if my tender is accepted, to provide, before commencement of the works under the contract, a suitable and sufficiently documented Health and Safety Plan in accordance with Regulation 7(1) of the Construction Regulations, which plan shall be subject to approval by the Client.
6. I confirm that copies of my company's approved Health and Safety Plan, the Client's Safety Specifications as well as the OHS 1993 Construction Regulations 2014 will be provided on site and will at all times be available for inspection by the Principal Contractor's personnel, the Client's personnel, the Employer's Agent, visitors, and officials and inspectors of the Department of Labour.
7. I hereby confirm that adequate provision has been made in my tendered rates and prices in the Bill of

Quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHSA 1993 Construction Regulations 2014, and that I will be liable for any penalties that may be applied by the Client in terms of the said Regulations (Regulation 33) for failure on the Principal Contractor's part to comply with the provisions of the Act and the Regulations.

8. I agree that my failure to complete and execute this declaration to the satisfaction of the Client will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2014, and accept that my tender will be prejudiced and may be rejected at the discretion of the Client.

NAME : (Block Capitals)

SIGNATURE : DATE:
(of person authorised to sign on behalf of the Tenderer)

JOINT VENTURES AGREEMENTS

Joint Venture agreement and Power of Attorney Agreements to be attached here (if applicable).

RECORD OF ADDENDA TO TENDER DOCUMENTS

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

ADD.No	DATE	TITLE OR DETAILS
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

NAME : (Block Capitals)

SIGNATURE : DATE:
(of person authorised to sign on behalf of the Tenderer)

AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES

(This is not an invitation for amendments, deviations or alternatives but should the Tenderer desire to make any departures from the provisions of this contract he shall set out his proposals clearly hereunder. The Employer will not consider any amendment, alternative offers or discounts unless forms (a), (b) and (c) have been completed to the satisfaction of the Employer).

I / We herewith propose the amendments, alternatives and discounts as set out in the tables below:

(a) AMENDMENTS

PAGE, CLAUSE OR ITEM NO	PROPOSED AMENDMENT

- (1) *Amendments to the General and Special Conditions of Contract are not acceptable;*
(2) *The Tenderer must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his tender.*

(b) ALTERNATIVES

PROPOSED ALTERNATIVE	DESCRIPTION OF ALTERNATIVE

- (1) *Individual alternative items that do not justify an alternative tender, and an alternative offer for time for completion should be listed here.*
(2) *In the case of a major alternative to any part of the work, a separate Bill of Quantities, programme, etc, and a detailed statement setting out the salient features of the proposed alternatives must accompany the tender.*
(3) *Alternative tenders involving technical modifications to the design of the works and methods of construction shall be treated separately from the main tender offer.*

(c) DISCOUNTS

ITEM ON WHICH DISCOUNT IS OFFERED	DESCRIPTION OF DISCOUNT OFFERED

- (1) *The Tenderer must give full details of the discounts offered in a covering letter attached to his tender, failing which, the offer will be prejudiced.*

NAME :

(Block Capitals)

SIGNATURE :
(of person authorised to sign on behalf of the Tenderer)

DATE:

PART C1: AGREEMENT AND CONTRACT DATA

C1.1: FORM OF OFFER AND ACCEPTANCE

C1.1.1: OFFER

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

Contract No: E.9784

Contract Title: **Provision of electrical engineering services- Infrastructure that includes the inspection, reporting, removal of illegal services and restoring of legal supply during a thirty-six-month period**

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 unit prices for three years inclusive of Value Added Tax is:**

R..... (In words
.....)

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

For the Tenderer:

*** Name of Tenderer (organisation)** :

*** Signature (of person authorized to sign the tender)** :

*** Name (of signatory in capitals)** :

Capacity (of Signatory) :

Address :

:

Telephone :

Witness:

Signature : **Date** :

Name(in capitals) : :

Notes:

PRICING SCHEDULE

Item	Description / Item Code	Unit of Measure	Unit Price Year 1		Unit Price Year 2		Unit Price Year 3	
			R	c	R	c	R	c
1	3 x Electrician	Per hour						
2	3 x Electrician Assistant	Per hour						
3	6 x General worker	Per hour						
4	Revenue Protection project 1 x technical crew	Per hour						
5	3 x Vehicles (Electrician teams)	Per hour						
6	12 x Grade C –armed security officer	Per hour						
7	3 x Vehicles (security)	Per hour						
8	Price per arrest of illegal user and the submission of technical affidavit. Attendance of court hearing	unit						
9	Standby (Electrician team) Saturday/Sunday/Public holiday	Per day (4 hours)	R 998	90	R 1148	80	R 1280	18
10	Standby (Security Team) Saturday/Sunday/Public holiday	Per day (4 hours)	R 434	68	R 499	64	R 573	79

	Year 1	Year 2	Year 3
Sub-Total:			
Sub-Total (excl) = Year1 + Year 2 + Year 3:			
VAT:			
Total (incl) :			

NAME : (Block Capitals)

SIGNATURE : DATE:
(of person authorised to sign on behalf of the Tenderer)

Failure to complete the mandatory information and sign this form will invalidate the tender.

C1.1: FORM OF OFFER AND ACCEPTANCE

C1.1.2: FORM OF ACCEPTANCE

This Form will be completed by the Employer

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

The terms of the contract are contained in:

- Part C1 : Agreement and Contract Data, (which includes this Agreement)
- Part C2 : Pricing Data, including the Bill of Quantities
- Part C3 : Scope of Work

and the schedules, forms, drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C3 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 representatives of both parties.

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at, or just after, the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now 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 (*person authorized to sign the acceptance*) :

Name (*of signatory in capitals*) :

Capacity (*of Signatory*) :

Name of Employer (*organisation*) :

Address :

Witness:

Signature : **Date** :

Name(*in capitals*) :

C1.1: FORM OF OFFER AND ACCEPTANCE

C1.1.3: SCHEDULE OF DEVIATIONS

This form will be completed by THE EMPLOYER and ONLY THE SUCCESSFUL TENDERER

1. **Subject** :
- Details** :
- :
2. **Subject** :
- Details** :
- :
3. **Subject** :
- Details** :
- :

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

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

FOR THE TENDERER

FOR THE EMPLOYER

.....	Signature
.....	Name (<i>in capitals</i>)
.....	Capacity
.....	Name and Address of
.....	Organisation
.....	
.....	
.....	Witness Signature
.....	Witness Name
.....	Date

C1.2: CONTRACT DATA

C1.2.1 CONDITIONS OF CONTRACT

C1.2.1.1 GENERAL CONDITIONS OF CONTRACT

The Conditions of Contract are the **General Conditions of Contract for Construction Works (2015 3rd Edition)**, (**GCC 2015**) published by the South African Institution of Civil Engineering. Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering (Tel: 011-805-5947, Fax: 011-805-5971, E-mail: civilinfo@saice.org.za).

The Contract Data (including variations and additions) shall amplify, modify or supersede, the GCC 2015 to the extent specified below, and shall take precedence and shall govern.

Each item of data given below is cross-referenced to the clause in the GCC 2015 to which it mainly applies.

C1.2.2 CONTRACT DATA

C1.2.2.1 DATA TO BE PROVIDED BY THE EMPLOYER

1.1.1.15 The Employer is the eThekweni Municipality as represented by:
Electricity : **Phumzile Sibisi** .

1.2.1.2 The address of the Employer is:
Physical: **Engineering Unit, 166 K.E. Masinga Road, DURBAN, 4001**
Postal: **Engineering Unit, P O Box 680, DURBAN, 4000**
Telephone: **031-311-9150**
Fax: **031-311-9150**
E-Mail: **Phumzile.Sibisi@durban.gov.za**

1.1.1.16 The **name of the Employer's Agent** is **Thulebona.memela Pr. Eng / Pr. Tech Eng etc**

1.2.1.2 The address of the Employer' Agent is:
Physical: **Engineering Unit, 166 K.E. Masinga Road, DURBAN, 4001**
Postal: **Engineering Unit, P O Box 680, DURBAN, 4000**
Telephone: **031 311 9075 (t)**
Fax: **031 311 9075 (f)**
E-Mail: **Thulebona.memela@durban.gov.za**

1.1.1.26 The **Pricing Strategy** is by **Re-measurement Contract**.

3.2.3 The Employer's Agent shall obtain the **specific approval of the Employer** before executing any of his functions or duties according to the following Clauses of the General Conditions of Contract:

- **6.3: Council approval in order to authorize any expenditure in excess of the Tender Sum plus 15% contingencies.**

5.3.1 The **documentation required** before commencement with Works execution are:

- **Health and Safety Plan (refer to Clause 4.3)**
- **Insurance (refer to Clause 8.6)**

5.3.2 The **time to submit the documentation** required before commencement with Works is **[28 Days]**.

5.3.3 Add the following paragraph:

“If a construction work permit, in terms of Clause 3(1) of the Construction Regulations (2014), is applicable, the instruction to commence carrying out of the works may only be issued once the construction work permit has been obtained by the Employer’s Agent. If a construction work permit is applicable, the contractor shall allow for a minimum period of 37 days, after the submission (or re-submission) of the documentation referred to in Clause 5.3.1., for the issuing of the construction work permit.”

10.5.1 **Dispute resolution** shall be by standing adjudication.

10.5.3 The **number of members** of the Adjudication Board to be appointed: **2**.

10.7.1 Failing ad-hoc adjudication, the determination of disputes shall be by arbitration

C1.2.2.2 DATA TO BE PROVIDED BY CONTRACTOR

1.1.1.9 The legal name of Contractor is:

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

1.2.1.2 The Physical address of the Contractor is:

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

The Postal address of the Contractor is:

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

The contact numbers of the Contractor are:

Telephone:

Fax:

The E-Mail address of the Contractor is:

.....

C1.2.3 ADDITIONAL CONDITIONS OF CONTRACT

C1.2.3.3 CONTRACTOR PARTICIPATION GOAL (CPG)

Each contractor must allow for a minimum of **30%** of the contract value (excluding PC Sum items and Fixed Cost allowances) to be subcontracted to contractors who are EME's or QSE's from the PPG (Priority Population Group) as defined in the eThekweni Municipality Supply Chain Management Policy. Proof of payment to the subcontractors will be required to verify that the minimum has been achieved.

C1.2.3.5 PERFORMANCE MONITORING OF SERVICE PROVIDERS

The Contractor shall be subjected to "Performance Monitoring" assessments in terms of the applicable Section of the Employer's Supply Chain Management Policy.

Key Performance Indicators (KPIs) are specified in the Part C3: Scope of Works or will be discussed and agreed with the Contractor before commencement of the contract.

C2.1: PRICING ASSUMPTIONS / INSTRUCTIONS

C2.1.1 GENERAL

The Bill of Quantities forms part of the Contract Documents and must be read and priced in conjunction with all the other documents comprising the Contract Documents (refer to F.1.2 of the Tender Data).

C2.1.2 PRICING INSTRUCTIONS AND DESCRIPTION OF ITEMS IN THE SCHEDULE

Measurement and payment shall be in accordance with the relevant provisions of Clause 8 of each of the Standard Engineering Specifications referred to in the Scope of Work. The Preliminary and General items shall be measured in accordance with the provisions of C2.1.8.

The descriptions of the items in the Bill of Quantities are for identification purposes only and comply generally with those in the Standard Engineering Specification.

Clause 8 of each Standard Engineering Specification, read together with the relevant clauses of the Scope of the works, set out what ancillary or associated work and activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standard Engineering Specification, or the Scope of the works, conflict with the Bill of Quantities, the requirements of the Standard Engineering Specification or Scope of the work, as applicable, shall prevail.

C2.1.3 QUANTITIES REFLECTED IN THE SCHEDULE

The quantities given in the Bill of Quantities are estimates only, and subject to re-measuring during the execution of the work. The Contractor shall obtain the Employer's Agent's detailed instructions for all work before ordering any materials or executing work or making arrangements for it.

The Works as finally completed in accordance with the Contract shall be measured and paid for as specified in the Bill of Quantities and in accordance with the General and Special Conditions of Contract, the Specifications and Project Specifications and the

Drawings. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste.

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

C2.1.5 MONTHLY PAYMENTS

Unless otherwise specified in the Specifications and Project Specifications, progress payments in Interim Certificates, referred to in Clause 6.10.1 of the General Conditions of Contract, in respect of "sum" items in the Bill of Quantities shall be by means of interim progress instalments assessed by the Employer's Agent and based on the measure in which the work actually carried out relates to the extent of the work to be done by the Contractor.

C2.1.4 PROVISIONAL SUMS / PRIME COST SUMS

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

The Tenderer shall not under any circumstances whatsoever delete or amend any of the sums inserted in the "Amount" column of the Bill of Quantities and in the Summary of the Bill of Quantities unless ordered or authorized in writing by the Employer before closure of tenders. Any unauthorized changes made by the Tenderer to provisional items in the schedule, or to the provisional percentages and sums in the Summary of the Bill of Quantities, will be treated as arithmetical errors.

C2.1.6 PRICING OF THE BILL OF QUANTITIES

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

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

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

All rates and amounts quoted in the Bill of Quantities shall be in Rands and Cents and shall include all levies and taxes (other than VAT). VAT will be added in the Summary of the Bill of Quantities.

C2.1.7 "RATE ONLY" ITEMS

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

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

For "Rate Only" items no quantities are given in the "Quantity" column but the quoted rate shall apply in

the event of work under this item being required. The Tenderer shall however note that in terms of the Tender Data the Tenderer may be asked to reconsider any such rates which the Employer may regard as unbalanced.

C2.1.8 PRELIMINARY AND GENERAL

The Preliminary and General Section is provided to cover the Contractor's expenses incurred in complying with the requirements of the tender documents and consists of the following parts:

- Part AA: Preliminaries
- Part AB: General Specifications
- Part AH: Occupational Health and Safety

Fixed Charge Items: Each item should be priced separately and, subject to the Engineer certifying in terms of **Clause 6.7 of the General Conditions of Contract** that the work has been done, payment will be made as follows:

- (i) the total amount due when the certified value fixed charge items in this section is less than 5% of the net contract price;
- (ii) when the certified value of fixed charge items in this section is greater than 5% of the net contract price, payment will be limited to 5% of the net contract price. The remainder will be paid when the value of the work done under the contract, excluding the value of fixed charge items in this section, is greater than 50% of the net contract price, excluding the value of fixed charge items in this section.

Time Related Items: Any Time Related items not priced shall be deemed to be covered by the prices of other items in the section.

Payment of Time Related items in this section will be made throughout the contract period, the amount per month being the value of the item divided by the completion in months or, if specified in weeks, the equivalent number of months, in terms of **Clause 5.5 of the General Conditions of Contract**. The final monthly increment will only be paid upon the issue of a completion certificate.

C2.2: BILL OF QUANTITIES

The Bill of Quantities follows and comprises of 1 page.

Item	Description / Item Code	Unit Measure
1	3 x Electrician	Per hour
2	3 x Electrician Assistant	Per hour
3	6 x General worker	Per hour
4	Revenue Protection project 1 x Technical Team (as defined in the scope of work) clause C3.1.2. 2.3	Per hour
5	3 x Electrician Team Vehicles (One ton bakkie with canopy and ladder roof rack)	Per hour
6	12 x Grade C –armed security officer	Per hour
7	3 x Security Escorts Vehicles	Per hour
8	Price per arrest of illegal user and the submission of technical affidavit. Attendance of court hearing	Unit price
9	Standby (Electrician Team) (Saturday/Sunday/public holiday)	Per day (4 hours)
10	Standby (Security Team) (Saturday/Sunday/public holiday)	Per day (4 hours)

PART C3: SCOPE OF WORK

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C3.1: PROJECT DESCRIPTION AND SCOPE OF CONTRACT

C3.1.1 Description of Works

Definition of an Illegal Connection

An illegal connection is any unauthorised connection to eThekweni Electricity's electrical network. These illegal connections are generally made using illegal wiring but there are also instances where these connections have been correctly installed, using stolen meter(s) and associated equipment but is deemed illegal they have not been authorised eThekweni Electricity. It should be noted that this type of connection does not comply with the following safety practices and/or regulations:

- 1 SABS 0142.
- 2 eThekweni Electricity - Underground Cables.
- 3 eThekweni Electricity - Substations.
- 4 eThekweni Electricity - Overhead Lines.
- 5 eThekweni Electricity - Safety Rules.
- 6 Occupational Health and Safety Act of 1993 as amended.
- 7 Electricity Act (41 of 1987)
- 8 NRS 047; Electricity – Quality of Supply
- 9 NRS 048; Electricity- Quality of Supply
- 10 NRS 080; Quality and Reporting of energy losses (non-technical)
- 11 NRS 055; Revenue protection

C3.1.2 Description of Site and Access

1.0 Identification of Areas Where Illegal Services Are Prominent

- 1.1 The areas where illegal services are prominent will be identified by the Senior Manager: Revenue Protection or his designated representative for Central, Northern and Southern regions.
- 1.2 The existing areas where identified illegal services are prominent are:

Mayville	Kwa Mashu
Cato Crest	Chesterville
Mpumalanga Township	KwaDabeka
Bellaire Road - Durban	Tongaat
Umlazi	Briardene
Lamontville	La Mercy
Inanda	Itshelimnyama
Clare Estate	Ntuzuma
ReserviorHills	Bonela
Isilphingo	Clermont
Phoenix	Verulam

Newlands
Hambanathi
KwaNdengezi

Amoati
Briardene
Seacowlake etc

- 1.3 The list above is subject to change without notice.
- 1.4 The Contractor may be required to perform joint operations with the nearby Supply Authorities e.g. Eskom, Telkom where materials and equipment stolen from eThekweni Electricity have been identified.

2.0 Identification of Illegal Services and Revenue protection projects

- 2.1 The appointed contractor will be required to patrol identified areas daily and because of the volatility of these areas, the technical team is expected to be escorted by security teams, to identify illegal services.
- 2.2 The appointed contractor will only be required to remove illegal services in areas, as instructed by the Revenue Protection Manager, his designated representative or the appointed contract forensic investigator.
- 2.3 The appointed contractor will be required to legitimise supply to dwellings by removing, replacing, repairing or installing electricity meters as instructed by the Revenue Protection Manager or his designated representative.
- 2.4 In some instances, the assistance of the South African Police Services may be required to provide additional security and assist arrest suspects. It shall be the contractors' responsibility to arrange for such assistance.

3.0 Removal of Illegal Services

- 3.1 All identified illegal services are to be immediately isolated and removed by the appointed contractor.
- 3.2 The contractor must comply with eThekweni Electricity's Safety Procedures and Codes of Practice when removing illegal services.
- 3.3 The isolating of illegal services from eThekweni Electricity's electrical network must be done by a qualified electrician, who must have been deemed competent by eThekweni Electricity.
- 3.4 A productivity report must be submitted to the Technician: Revenue Protection or his designated representative daily.
- 3.5 **LIVE / DEAD SEAL:** - A Competent Electrician will also be required to: -
- a) Identify the service to be sealed,
 - b) Warn the circuit should the job to be conducted takes more than one Hour.
 - c) Isolate the supply to the service point.
 - d) Dig & cut the service main on the roadside or outside the boundary,
 - e) Seal it with a scotch cast joint,

- f) Bury it on the ground & backfill,
- g) Re- energize the circuit.

4.0 Storage and the Returning of Recovered Materials

- 4.1 The appointed contractor will be required to provide storage facilities to store all removed wire and equipment.
- 4.2 The appointed Contractor will be responsible for the storage, detail logging and safe keeping of all recovered materials.
- 4.3 The appointed Contractor shall have to account in detail for all removed wire and recovered materials, identify the source, material type, date recovered, arrests made, and shall also advise on the results of associated investigations carried out in pursuance of contractual obligations emanating from this contract.
- 4.4 At a frequency specified by the Manager: Revenue Protection or his designated representative, the appointed contractor will be required to deliver the recovered materials to the Springfield Electricity Depot or the respective Revenue Protection office, where this material will be weighed and scrapped by an eThekweni Electricity official.
- 4.5 The standard “Goods for Disposal” form is to be completed by the contractor electrician and this form must be hand delivered to the Manager: Revenue Protection or his designated representative.
- 4.6 In view of the increasing loss/theft of electricity meters, and the seriousness of such loss/theft, where a contractor is unable to account for any meter/s issued, the contractor shall be required to pay a penalty charge for each lost meter at the following rates:

Prepaid Meter:	R 3 000.00
Credit Meter (Three phase)	R 3 000.00
Credit Meter (Single Phase)	R 3 000.00

5.0 Security Team

- 5.1 The contractor will be required to supply security escorts to three Electrician teams. The Security Company to provide Security guards to the Contractor and must be registered with PSIRA. Firearm license and security guards' certificates with relevant grades, validity of their firearm licenses to be submitted. **Each electrician team to be escorted by four Grade C armed security guards.**
- 5.2 Electrician Team may be escorted by more than one team of security appointed by the contractor while the contractor is identifying and removing illegal services.

- 5.3 Each supplied security team will comprise of:
- a) One vehicle.
 - b) Four-armed security guards (Grade C).
- 5.4 The contractor shall provide copy of certificate of identification from PSIRA for the Security Company to be utilize on this tender. Firearm licences and validity of their firearm licence.
- 5.5 In terms of regulation 13 of the Private Security Industry Regulation Act, 2001 (Act No. 56 of 2001) the security company shall provide every security officer in its employ with sufficient, distinctive articles of clothing constituting a standard uniform. A uniform must be suitable for use by a security officer, the name of the security business and the name and registration number of the security officer must be prominently displayed on the uniform for identification purposes.
- 5.6 Security guards to have pepper sprays.

6.0 Transport

- 6.1 In view of the importance of providing an efficient and reliable service, it is imperative that the Contractor/s be in possession of vehicles that are reliable and roadworthy. Bidders shall at the time of bidding, be in possession of the suitable vehicles as per bill of **quantity**. The vehicle(s) shall be registered in the name of the bidder/contractor/director and or member; alternatively, the company must be able to provide lease agreement, or letter of intent from vehicle hire company to enter such, for the provision of suitable vehicles; (such information to be submitted at time of tender). In instances where the vehicle servicing or repairs exceed one working day, the contractor shall provide a replacement vehicle immediately. The bidder must submit certified copies of the vehicle's registration documents with the bid. The Security vehicles must be clearly marked with the Company Logo.
- 6.2 Should frequent vehicle breakdowns result in an inefficient service and/or undue delay, the Contractor may be instructed to hire or purchase reliable vehicles at his own expense.

7.0 Electrician Team/s (Technical Team)

- 7.1 Each electrician team comprise of the following staff members and equipment:
- a) One Electrician
 - b) One Electrician's Assistant
 - c) Two General Workers
 - d) One suitable vehicle
 - e) One approved fibre-glass extension ladder
 - f) One set of rubber gauntlets for each field staff
 - g) One set of leather gloves for each field staff
 - h) One Tong Tester/ multimeters
 - i) One Duspul Tester
 - j) four hard hats
 - k) one smart cell phone
 - l) General Electrician's tool kit
 - m) Chain saw / bore saw (cutting of illegally planted poles).

8.0 Extra Team/s

- 8.1 An additional team may be required in certain instances and contractors shall be required to provide the additional team within a given period.

9.0 Electrical Safety of Contractors Staff

- 9.1 Due to the hazardous and dangerous nature of illegal services, it shall be the appointed contractor's responsibility to safeguard and supervise his field staff members.
- 9.2 All work undertaken by each electrician team must be in accordance with eThekweni Electricity's Codes of Practices and Safety Rules and Regulations and the Occupational Health and Safety Act of 1993 as amended and the Pre-Construction Health and Safety Specification.

10.0 Previous Experience and Technical Ability of Staff

- 10.1 Contractors who have failed to perform satisfactorily over the past three years may be precluded from consideration under this enquiry. Contractors who have failed to meet project completion dates through their own inabilities, performed work outside the scope of the Department's Codes of Practice notwithstanding obligation to comply therewith, or failed to keep good and proper control of materials, may be disqualified from the adjudication process.
- 10.2 The bidder shall submit details of the qualifications and experience of all electricians which will be utilised on this contract in a form of curriculum vitae.
- 10.3 No persons shall undertake any work in terms of this contract without eThekweni Electricity competency certification.
- 10.4 eThekweni Electricity reserves the right to not accept any of the contractor's personnel who have been allocated to this project, if it is deemed that the person(s) does not have sufficient experience or qualifications or any association with this project may be detrimental to the successful pursuance of the objectives of this project. eThekweni Electricity may give reasons for the non -acceptance of any of the contractor's personnel but is not obliged to do so.

11.0 Termination of Contract

- 11.1 Should it appear to the Head of the Unit concerned that the contractor is not executing the contract in accordance with the true intent and meaning thereof, or that he is refusing or delaying to execute the contract or that he is not carrying on the contract at such rate of progress as to ensure delivery by the date of delivery or that the time has expired within which delivery should have taken place or in the event of any other failure or default by the contractor, then in any such events, the Head of the Unit, may give notice in writing to the contractor to make good the failure or default, and should the contractor fail to comply with the notice within the period specified therein, then and in such case report the matter to the Bid Adjudication Committee who shall, without prejudice to any of the Council's rights under the contract, be at liberty forthwith to appoint the next most responsive bidder to perform such service as the

contractor may have neglected to do, or take the contract wholly or in part out of the contractor's hands and order from or contract with any other person. The contractor shall be responsible for any loss that the Council may sustain by reason of such action as may be taken in terms of this clause.

- 11.2 The termination of contracts awarded via the Bid Adjudication Committee are to be approved by the Bid Adjudication Committee.

12.0 Contractors Performance

- 12.1 Each contractor shall be required to undertake the following minimum quantity of work as defined in this contract:
- a) The appointed contractor shall be required to remove all identified illegal connections within 8 hours of the location being brought to the contractor's attention.
 - b) The appointed contractor shall be required to make at least one arrest of an illegal electricity user, per month, for the duration of the contract period.
 - c) The appointed contractor shall be required to make at least one arrest of an illegal service connector, per month, for the duration of the contract.
 - d) The appointed contractor shall honour all subpoenas and be available for all legal proceedings of arrested illegal electricity users and/or connectors and shall provide all evidence required for the successful prosecution and conviction.

13.0 Safety Equipment and Procedures

- 13.1 All competent electricians must be in possession of all relevant safety equipment as required by eThekweni Electricity.
- 13.2 Safety Equipment will be issued by eThekweni Electricity. All competent electricians must be equipped with a full safety kit, which will be issued by eThekweni Electricity. The contractor shall be required to pay a refundable deposit of R 6000.00 per kit.
- The safety kit will consist of the following items:
- a) Low Voltage Shorting Device - 3 way - (2)
 - b) Low Voltage Shorting Device - 5 way - (2)
 - c) Green Safety Disks - (12)
 - d) Signs - Do Not Remove Earth - (2)
 - e) Signs - Do Not Make Alive - (2)
- 13.3 eThekweni Electricity safety procedures must be always adhered to. Failure to comply with this requirement shall render the electrician involved liable to disqualification and may result in the cancellation of his certificate of competency. The Engineer's decision in this respect will be final and not subject to negotiation.
- 13.4 All weather protective clothing shall be provided by the Contractor.

14.0 Communication

In order to report all completed daily removal of illegal services, the contractor shall be required to provide the following equipment to communicate with the Revenue Protection supervisory staff:

- 14.1 Cellular phones for all electrician crews. All cellular phones to include mobile charging units & back up batteries.
- 14.2 Cellular phones for all the Contractors supervisory staff.

15.0 Documentation

15.1 Written Documentation:

The contractor shall complete and provide daily a written documentation and or information of all the work issued to him / her on the previous day. This written documentation must reach the Engineer or his designated Rep no later than 08h00 the next working day. Failure to submit documentations timeously shall result in non -payment.

15.2 Computerised Documentation

The Contractor will have to capture all completed work and the information specified in 15.1 above daily onto a computerised programme specified by the Revenue Protection Manager or his designated representative.

- 15.2.1 The Contractors may be issued with the handheld Units or any other paperless technology in which they will have to capture all completed work and to have it submitted as requested by the Engineer or his designated Rep.

16.0 Hours of Service

- 16.1 The contractor shall ensure that the required electrician teams are available five days a week, 07H30 to 16H00, Monday to Friday and shall be required to be on standby on Saturday, Sunday and public holidays. A standby allowance shall be paid accordingly as stipulated in the schedule of prices.
- 16.2 The costs for working on a Saturday and during the week (after 16h00) will be 1.5 times the unit rates submitted by the contractor for work undertaken by the electrician team, escort Security team and 2 times the rate over a Sunday/Public holiday.
- 16.3 No work is to be performed on a Saturday, Sunday and/or Public Holiday without the permission of the Manager: - Revenue Protection or his designated representative.
- 16.4 The Contractor shall make teams available for standby duties when required. A standby roster will be

generated and given to the Contractor at the beginning of the month for that month. Note: standby will be on a 'Contractor rotation basis.

16.5 The formulae for calculating hours of work are as follows.

- a) Monthly rate x 12 = Annual Rate
- b) Annual Rate ÷ 52 = Weekly Rate
- c) Weekly Rate ÷ 7 = Daily Rate
- d) Daily Rate ÷ 8 = Hourly Rate

17.0 Code of Conduct

All staff will be issued with eThekwini Electricity identity cards, which shall be visibly always worn. A contractor will be required to pay for the replacement of any lost or stolen identity cards. Any staff member who is guilty of accepting bribes of any kind, or who conducts himself in an unacceptable manner shall be withdrawn from performing the service immediately. Revenue Protection Manager's decision in this respect shall be final and not subject to negotiation.

When performing their duties in terms of this project, all crews must adopt and comply with the following:

- 17.1 All staff must be suitably dressed in accordance with clause 18 of this specification.
- 17.2 All staff must wear their personal issued identification card on their overalls.
- 17.3 All staff must identify themselves in a polite & courteous manner.
- 17.4 All staff must strive towards service excellence.

18.0 Standard Dress Code

The contractor's staff shall be required to comply with a standard dress code of red two-piece overalls, safety shoes and socks, or an alternative dress code approved by the Manager, at all times whilst on duty. It shall be the contractor's responsibility to provide all necessary clothing to comply with this dress code. Contractor's staff are prohibited from purchasing or wearing uniforms with eThekwini Electricity logos. Such uniforms will be confiscated without compensation.

19.0 Arrests

19.1 Illegal Users

It is the intention of eThekwini Electricity to arrest illegal electricity users/connectors.

The contractor's supervisor/electrician shall identify the dwelling to which the illegal connection is made and/or the user. The appointed contractor's electrician, being the technical expert on site, shall submit a standard technical affidavit, when a police case docket is opened when an illegal user/connector is arrested. The format of the affidavit will be supplied by eThekwini Electricity/SAPS. Bidders should take cognisance of the fact that these cases will eventually be heard in court and the appointed contractor's staff will be subpoenaed to court to give evidence and must allow for this in their

tendered rate.

19.2 Illegal Service Connectors

The appointed contractor's Electrician will be called upon to assist the Forensic Investigator appointed by the Council during evidence gathering, where possible, i.e., Video or photographic, of illegal service connectors. Evidence of the crime being committed must be captured and details of the connector must be obtained. The use of community informers is suggested in this regard.

Once evidence has been obtained, the appointed contractor and/or Forensic Investigator will be required to disclose this information to the eThekweni Electricity official who in turn will open a police case docket and the contractor's staff will again be required to submit affidavits pertaining to any arrest (s) made. Bidders should again take cognisance of the fact that these cases will eventually be heard in court and the appointed bid's staff will be subpoenaed to court to give evidence and must allow for this in their bedded rate.

19.3 South African Police Service (Saps)

The appointed bidder will be required to form a "relationship" with the relevant SAPS Community Services Centres in the areas where illegal services are prevalent.

20.0 Minimum Wage Rates, Un-employment Insurance Fund (Uif) and Workman's Compensation

20.1 Contractors must comply with the minimum wage rates for the Durban area, as stipulated by the National Bargaining Council for the Electrical Industry.

20.2 Upon invoicing for work done, contractors may be required to provide proof that their staff have received a minimum wage, with respect to their technical expertise, as stipulated by the National Bargaining Council. For further information in this regard, the National Bargaining Council may be contacted on tel. (031) 296-8100. Failure to comply with this request will result in the contract being terminated.

21.0 **Exploitation of Cheap Labour Will Not Be Tolerated on this Contract**

All contractors must register their staff for UIF and Workman's Compensation with the Department of Labour. The Department of Labour (Durban) may be contacted on tel. (031) 3361500. When invoicing eThekweni Electricity for work done, contractors may be required to provide proof that their staff are registered for UIF and Workman's Compensation.

C3.2: PROJECT SPECIFICATION

Provision of electrical engineering services - Infrastructure that includes the inspection, reporting, removal of illegal services and restoring of legal supply during a thirty-six-month period.

1.0 Bid Information

- 1.1 The Unit Prices inserted in Schedule of Prices shall be an all-inclusive cost and must include and allow for all activities, equipment, transport, labour and any other items required to comply with this contract document in all respects.
- 1.2 Bidders shall quote on labour rates for a Competent Electrician, an Electrician Assistant, General Workers. The rates shall be inclusive of all site establishments, subsistence, travelling costs associated with compliance of clause 9.0 and clause 13.0 of the Technical Specification.
- 1.3 The rate for the vehicle shall be in rands per hour on the Schedule of Prices

2.0 General

- 2.1 The inspection, reporting and removal of illegal connections will take place throughout the eThekweni Municipality's area of supply and as instructed by eThekweni Electricity. Contractors should take this into account when bidding. This contract shall be administered by the Senior Manager: Revenue Protection, hereinafter referred to as "The Engineer".
- 2.2 It is the intention of the eThekweni Municipality to consider the acceptance of **three electrician crews per company** technically and contractually compliant offers that would permit eThekweni to operate within the estimated budget.
- 2.3 All material and plant, except imported soil for cable bedding and trench filling shall be supplied by eThekweni Electricity and is to be obtained from the Materials Management Department's Main Electric Store, situated in Electron Road, Springfield. The Contractor shall also be responsible for returning all unused/excess materials and scrap cable to the above store.
- 2.4 The Contractor shall provide his own tools and equipment as well as providing his own sundry/disposable items, e.g., mutton cloth, hand cleaner, paraffin, L.P. gas, etc., necessary to carry out the work required.
- 2.5 All work to be undertaken on this contract shall be carried out in accordance with the Occupational Health and Safety Act 1993 as amended, eThekweni Electricity's Safety Rules, Codes of Practice for Underground Cables, Overhead Lines and Substations and Part II -General Technical Specification of this Contract document. A copy of the Safety Rules and Codes of Practice may be viewed at eThekweni Electricity's Technical Information Centre, and a copy of the relevant sections will be issued to the successful Contractor(s) at their request.
- 2.6 Any revisions or additions to the Safety Rules or Codes of Practice from time to time shall also be applicable to this contract. It is important to note that it shall be the Contractor's responsibility to obtain

and understand the relevant sections of the Codes of Practice including revisions, as all work shall be done strictly in accordance with these Codes.

- 2.7 The successful bidders will administer and allocated to a particular area by the Senior Manager: Revenue Protection or his duly authorised representative, at his discretion.

It is the intention of eThekwini Electricity to consider the acceptance of up to three (3) compliant offers. eThekwini Electricity also reserves the right to not accept the lower bid/s.

It is intended that a successful contractor shall not be allocated work in more than one Region, however, the Engineer, in his discretion, may appoint a successful bidder to more than one Region.

Before commencement of work on site by any appointed contractor, the necessary insurances and surety shall be arranged by the contractor to the satisfaction of the eThekwini Municipality.

Before commencement of work a basic vehicle road worthy test inspection shall be conducted and to check if accordance as per specification.

3.0 Competency of Contractor's Staff

- 3.1 It shall be a requirement of this contract that the Contractor's electrical artisans and specifically trained persons employed to carry out work in terms of this contract are deemed competent in terms of eThekwini Electricity's Codes of Practice and Safety Rules.
- 3.2 Due to the importance of the continuation of the removal of illegal services it will be a contract requirement that successful bidders must have **three** eThekwini Electricity competent electrician in his/her employ at the time of bidding on this contract.
- 3.3 It will be the Contractors responsibility to ensure that existing services provided by eThekwini Electricity are not compromised, hence should a Contractor declare an Electrician who is already committed to an existing contract then eThekwini Electricity would not consider that Electrician as being available to execute this contract. eThekwini Electricity is an essential service provider with limited resources and has no intention of redeploying existing resources.

4.0 Control and Safe keeping of Materials

- 4.1 In the course of execution of projects as envisaged under the scope of this specification, all materials will be provided by the Council and issued to the Contractor as and when required. Liability for collection, safe-keeping, proper and appropriate use and return to Materials Management Department's Springfield Store of such material shall rest with the Contractor and any shortfall in the quantities so utilised, or any damage sustained whilst in the possession of the Contractor, shall be charged to the account of the Contractor at full replacement value, plus a 20% handling charge.
- 4.2 Bidders need note that quantities of materials which cannot be accounted for will result in payment(s) being withheld/delayed and/or where appropriate and at the sole discretion of the Head Electricity, deductions in the amount of the replacement value, plus a 20% handling charge being debited against such payments.

- 4.3 Materials supplied by the Council and issued to the Contractor shall always remain the property of the Council, irrespective of whether the Contractor has been charged, and paid for the material or not. In the event of the Contractor being charged for missing material, and subsequently returning the same to the Materials Management Stores, his account will be credited by the value of the average cost of the material. Council issued material shall only be used on Council Projects.

5.0 Issue of Work/Projects

- 5.1 Work as envisaged under this bid enquiry will take the form of several separate projects of varying size issued throughout the contract period. As such and as it is not possible to specifically state the monetary value, size and frequency of such projects and, furthermore, as it is not possible to schedule such projects in advance, no guarantees can be given of monthly work allocations to the successful bidder(s).
- 5.2 Issue of work is on a project basis to the successful bidder(s) and shall be at the sole discretion of the Head Electricity and no claims shall be entertained regarding the allocation of such work.
- 5.3 Due recognition shall be given to the competency and resources of the Contractor(s) at the time of issue of work and cognisance will be taken of current/existing workloads, target dates and performance levels.

6.0 Vehicles

- 6.1 Bidders need note that a minimum level of plant and equipment will be a pre-requisite for qualification under this bid enquiry. Accordingly, all bidders must schedule such assets, clearly identifying the size, capacity, type, etc. (Refer: Returnable - Vehicles).

7.0 Administrative and Storage Facilities

All bidders must clearly state:

- 7.1 Their respective Administrative Headquarters, Branch Offices, etc., with accompanying staffing levels; and
- 7.2 Site offices and storage facilities (addresses and telephone numbers required and the name(s) and positions of responsible staff.
- 7.3 As indicated in Clause 7.0 above, all materials used in construction will be issued by the Council. Accordingly, and in view of the value of such materials, bids will not be accepted from Contractors who cannot provide adequate storage and safe-keeping facilities for such materials.
- 7.4 It will therefore be expected that the successful Contractor(s) have sizeable premises and/or site office(s)/depot(s).
- 7.5 In addition to the requirement of Clause 7.0, each successful bidder must have an administrative centre having secretarial/reception facilities which always cater for telephonic and facsimile communication during the working day.

8.0 Limitation on Allocation of Projects

Taking cognisance of the contents of Clauses 5.0 and 6.0 a limitation may be placed on the percentage of work issued to a successful bidder, such limitation being specified at the commencement of the contract period and at a level deemed appropriate by the Head Electricity. Contractors need therefore agree to accept such a condition and refrain from expecting work allocation in excess of their limitation and capabilities.

9.0 Excepted Risks

- 9.1 In the event of any damage, loss or injury occurring as the result of riot (insofar as it is insurable) war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or, as a result of any cause solely due to the use of occupation by the Council or any portion of the works in respect of which a Handing Over certificate has been issued or, as a result of a fault in the Engineer's design or the works (all of which are herein collectively referred to as the "Expected Risks" the Contractor shall not be liable for such damage, loss or injury.
- 9.2 The period of insurance shall be from the date of commencement of the contract until the expiration of the period. Such insurance shall be effected with an insurer registered in South Africa, and in terms approved by the Deputy City Manager: Treasury and the contractor shall, before commencing the work produce to the Deputy City Manager: Treasury, the policy or proof that such insurance has been effected and the receipts for payment of the current premium.

9.3 Remedies for Non-performance

Should ETHEKWINI ELECTRICITY be of the opinion that the contractor has failed to carry out any of the obligations in terms of this contract, or if ETHEKWINI ELECTRICITY, in its absolute discretion, is in any way dissatisfied with the goods or service rendered, then ETHEKWINI ELECTRICITY may give the contractor notice, in writing, of such complaints and, if the situation is not rectified within seven (7) days of such notice, BID ADJUDICATION COMMITTEE may forthwith cancel this contract. In addition, the Council will be entitled to all remedies as detailed in Government Procurement General Condition of Contract (as applicable).

9.4 Contractor to Note and Comply with the Following

- 9.4.1 eThekwini Electricity has the right to have any of the Contractors personnel removed off site without cancelling the contract if, in eThekwini Electricity's opinion, it is warranted.
- 9.4.2 eThekwini Electricity reserves the right to request disciplinary/corrective action if, and when required.
- 9.4.3 The Contractor shall operate under the direction and instructions of the Manager, or such person(s) as may be appointed by him.
- 9.4.4 The Contractor shall transport his staff to and from site.

9.4.5 The Contractor shall comply with all local and statutory labour laws and agreements.

9.4.6 The Contractor shall similarly ensure that his staff abide by such regulations and agreements.


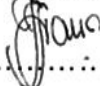
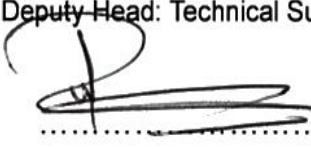
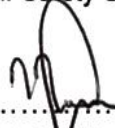
9.4.7 The Contractor shall maintain a high standard of workmanship expected by eThekweni Electricity and shall comply with any quality assurance and quality procedure implemented by eThekweni Electricity.

C3.3: PARTICULAR SPECIFICATIONS

In addition to the Standardized and Project Specifications the following Particular Specifications / Policies shall apply to this contract and are available on web address:

<ftp://ftp.durban.gov.za/cesu/StdContractDocs/>:

C3.4.1 Part AH - OHS Act 1993 Safety Specification
(26 Pages)

	Unit	Electricity
	Document Type	Specification
	Title	Health and Safety Specification
	Revision	1.0
	Effective Date	2017-01-03
	Revision Date	
Compiled by:	Approved by:	Authorized by:
<p>Thomas Francis</p> <p>Chief Safety Officer: SHERQ and Training</p>  <p>.....</p> <p>Date: 2016 / 11 / 21</p>	<p>Veer Ramnarain</p> <p>Deputy Head: Technical Support</p>  <p>.....</p> <p>Date: 22-11-2016</p>	<p>Linda Malinga</p> <p>Chairperson: Safety Steering Committee</p>  <p>.....</p> <p>Date: 2016 11 23</p>
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1. INTRODUCTION

It is a requirement of this contract that the Contractor shall provide a safe and healthy working environment and to direct all his activities in such a manner that his employees and any other persons, who may be directly affected by his activities, are not exposed to hazards to their health and safety. To this end the Contractor shall assume full responsibility to conform to all the provisions of the Occupational Health and Safety (OHS) Act (85 of 1993) and the Construction Regulations 2014 issued on 7 February 2014. The Contractor is to complete form '**Annexure 2**' (Appointment of the contractor in accordance with CR 5(1)(k) and '**Annexure 3**'(OHS Act Section 37.2 agreement).

For the purpose of this contract the Contractor is required to confirm his status as mandatory to the Employer (Client) and employer in his own right for the execution of the contract, and he/she shall enter into an agreement in respect of the Occupational Health and Safety Act in the form as included in '**Annexure 3**'.

If the Client (Electricity Unit) is engaging the services of the Client Agent, such Agent will be subject to approval by the Employer (SHERQ and Training Division).

Health and Safety Specifications and Plans to be submitted at Tender Stage

(a) Employer's Health and Safety Specification

The Employer's Health and Safety Specification will be included in the tender documents as part of the Project Specifications.

(b) Tenderer's Health and Safety Plan

The Tenderer shall submit with his/her tender sufficient proof that he/she has a Health and Safety Plan in place. The Contractor will however, have to submit his/her Health and Safety Plan on request by the Client during the tender evaluation stage.

In terms of the Construction Regulations 5(1)(l), the Tender will be disqualified if the tenderer has no Health and Safety Plan.

The Contractor's Health and Safety Plan will be subject to approval by a Contracts Administration, in conjunction with a SHERQ and Training Division Representative prior to commencement of any construction work. The Contractor will not be allowed to commence work or his/her work will be suspended if he/she had already commenced work, before he/she has obtained the written approval of his/her Health and Safety Plan.

The Contractor shall not be entitled to claim for extension of time or standing time and the related costs for any delays due to delayed commencement or suspension of the work arising from the lack of approval of the Health and Safety Plan, or non-compliance with the eThekweni Municipality Health and Safety Specification.

1.1 Definitions

For the purpose of this contract the following shall apply:

- (a) "Agent" means a competent person who acts a representative for a client.
- (b) "Client" means any person for whom construction work is being performed.
- (c) "Construction Manager" means the competent person responsible for the management of physical construction processes and co-ordination, administration and management of resources on any construction site.
- (d) "Contractor", wherever used in the contract documents and in this specification, shall have the same meaning as "Contractor" as defined in the General Conditions of Contract.

In this specification the terms "Principal Contractor" and "Contractor" are replaced with "Contractor" and "Sub-contractor" respectively.

For the purpose of this contract the "Contractor" will, in terms of OHS Act (1993), be the mandatory of the Employer, without derogating from his status as an employer in his own right.

- (e) "Employer" where used in the contract documents and in this specification, means the Employer as defined in the General Conditions of Contract and it shall have the exact same meaning as "Client" as defined in the Construction Regulations (2014). "Employer" and "Client" is therefore interchangeable and shall be read in the context of the relevant document.
- (f) "Engineer/Designer" where used in this specification, means the Engineer as defined in the General Conditions of Contract. In terms of the Construction Regulations the Engineer may act as Agent on behalf of the Employer (the Client as defined in the Construction Regulations).

1.2 Scope

This specification covers the Health and Safety requirements to be fulfilled by the Contractor to ensure a continued safe and healthy environment for all employees under his control, and for all other persons entering the site of works, including the health and safety of members of the public.

This specification shall be read in conjunction with the Occupational Health and Safety Act (85 of 1993) and the corresponding Construction Regulations (2014), the eThekweni Electricity OHM, UGM and Substation Codes of Practice, the eThekweni Electricity Safety Rules, the eThekweni Electricity Operating Regulations and all other safety codes and specifications referred to in the said Construction Regulations (2014).

In terms of Section 37(2) of the OHS Act, the status of the Contractor as mandatory to the Employer (Client) is that of an employer in his own right, responsible to comply with all provisions of the OHS Act and the Construction Regulations.

A copy of this Health and Safety Specification, the Contractor's Health and Safety Plan, as well as the Construction Regulations shall be kept on site and made available for inspection by all employees, inspectors, eThekweni Electricity Unit Representatives and any other persons entering the site of works or the Contractors premises.

1.3 Project Description

The work to be carried out under this contract is as described in the eThekweni Municipality bill of quantity tender document in terms of Project Description, location and scope of work.

1.4 Tenders

The Contractor shall make available the following during the tender evaluation:

- (a) A documented Health and Safety Plan as stipulated in Regulation 7(1)(a) of the Construction Regulations. The Health and Safety Plan must be based on the Construction Regulations (2014) and the eThekweni Electricity Unit's Health and Safety Specification. The Health and Safety Plan will be subject to approval as mentioned above.
- (b) A declaration to the effect that he/she has the competence and necessary resources to carry out the work safely in compliance with the OHS Act, Construction Regulations, the eThekweni Electricity OHM, UGM and Substation Codes of Practice, the eThekweni Electricity Safety Rules and the eThekweni Electricity Operating Regulations.
- (c) The Contractor shall make a provision on the tender documents to ensure that the cost for health and safety is adequately catered for.

Failure to submit the foregoing with his/her tender or during tender evaluation, will lead to the conclusion that the Contractor is not able to carry out the work under the contract safely in accordance with the OHS Act, Construction Regulations, the eThekweni Electricity OHM, UGM and Substation Codes of Practice, the eThekweni Electricity Safety Rules and the eThekweni Electricity Operating Regulations and will result in his/her tender being disqualified.

1.5 Cost of Health and Safety Measures

All Contractors when making a bid for contracts shall provide a breakdown list of all PPE requirements, safety equipment and facilities requirements, training and other health and safety measures required for the project and the costing of such requirements.

2. MINIMUM ADMINISTRATIVE REQUIREMENTS

2.1 Construction Work Permit

Where eThekweni Electricity intends to have construction work carried out, eThekweni Electricity will at least 30 days before that work is to be carried out apply to the Provincial Director of the Department of Labour in writing for a Construction Work Permit to perform construction work, if the intended construction work will :

- (a) exceed 180 days
- (b) will involve more than 1800 person days of construction work, or
- (c) the works contract is of a value equal to or exceeding 13 million Rand (ZAR), or CIDB grading level 6

The following documents shall be submitted to the Provincial Director of the Department of Labour in order to obtain a Construction Work Permit:

- Client Baseline Risk Assessment - issued by SHERQ and Training Division
- Client Health and Safety Specification - issued by SHERQ and Training Division
- Contractor's Health and Safety Plan
- Contractor's Letter of Good Standing with Compensation Commissioner

The provisions of Regulation 3 of the Construction Regulations shall be followed in every detail.

An application for the Construction Work Permit must be done in the form similar to Annexure 1 of the Construction Regulation (2014).

A copy of the work permit must be kept on site, available for inspection by inspectors, employer, engineer, employees or any other authorised person.

2.2 Notification of Construction Work

After award of the contract, but before commencement of construction work, a contractor that is issued with construction work shall, in terms of Regulation 4, notify the Provincial Director of the Department of Labour in writing at least 7 days before the work is carried out, if the following work is involved:

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

The notification must be done in the form of the pro-forma included in Annexure 2 of the Construction Regulation (2014).

One copy of the stamped notification form must be kept in the contractors health and safety file. Where it is impractical to notify the Provincial Director of the Department of Labour as a result of Maintenance and/or Emergency work, the contractor must apply for Exemption under Section 40 of the OHS Act.

2.3 Occupational Health and Safety Act (85 of 1993)

All Contractors shall have an up to date copy of the OHS Act (85 of 1993) and supporting regulations kept in a safety file which will be available to all relevant parties.

2.3.1 Section 37(2) Agreement

A section 37(2) agreement must be signed between the eThekweni Electricity Unit and all contracting parties. All Contractors must ensure that a section 37(2) agreement is complied with. A copy of the 37(2) agreement must be kept in the health and safety file.

2.4 Compensation for Occupational Injuries and Diseases Act (130 of 1993)

All Contractors shall be registered with an appropriate employment Compensation commissioner and have available valid letters of good standing from such commissioner. A copy of this letter shall be filed in the Contractors health and safety file.

2.5 Legislative Compliance

All contractors shall comply with the following legislation and eThekweni Electricity standards:

- The Constitution of the Republic of South Africa (particularly Section 24 of the Bill of Rights)
- Occupational Health and Safety Act (85 of 1993) and Regulations
- National Environmental Management Act (107 of 1998)
- National Road Traffic Act (93 of 1996)
- Compensation for Occupational Injuries and Diseases Act (130 of 1993)
- Applicable South African National Standards (SANS)
- eThekweni Electricity OHM, UGM, Substation Codes of Practice
- eThekweni Electricity Safety Rules
- eThekweni Electricity Operating Regulations

2.6 Construction Professional Registration

All Contractors shall be registered in their respective levels as professionals in terms of the requirements of the South African Council for the Project and Construction Management Professions (SACPCMP) and the Construction Regulations (2014). Failure to be in possession of the required SACPCMP professional registration will result in the tender being disqualified.

2.7 Safety, Health, Environment and Quality Policy

All Contractors are required to compile an organizational SHEQ policy in line with their SHEQ responsibilities. The policy must be signed by the organization's CEO or the appointed assistant to the CEO, i.e. OHS Act Section 16(2) appointee.

2.8 Contractor Organogram

All Contractors are required to compile a company organogram, listing the reporting structure from the CEO downwards. The diagram must list the names, positions held and any appointments made. This diagram must be kept up to date and filed in the health and safety file.

2.9 Health and Safety Plan

All Contractors shall demonstrate to the SHERQ and Training Division Representative that they have a suitable and sufficiently documented Health and Safety Plan which complies fully with all applicable requirements of the Health and Safety specification, as well as the necessary competencies, experience and resources to perform the construction work safely. The Health and Safety Plan shall be filed in the health and safety file.

The Contractor shall appoint a suitably qualified person who is registered with a Statutory Body (South African Council for the Project and Construction Management Professions (SACPCMP) to prepare the Health and Safety Plan and to keep it up to date for the duration of the contract. The Contractor could be required to submit the following documentation for perusal and verification by the SHERQ and Training Division Representative prior to all contractors commencing with any work.

- Contractor Organogram
- Environmental Management Plan
- Traffic Accommodation Management Plan
- Medical records for employees
- SHEQ Policy
- eThekweni Electricity Contractor Competencies e.g. OHM, UGM, Substation, Faults man cards
- Health and Safety Competencies of Safety Personnel
- "Letter of good standing" with the Compensation Commissioner or licensed compensation insurer
- Incident Management Procedure
- Medical Surveillance Plan

2.10 Health and Safety File

The Contractor shall in terms of Construction Regulation 7(1)(b) maintain a Health and Safety File on site at all times. The Health and Safety File is a file or other permanent record containing information on aspects of the construction project - which will be necessary to ensure the health and safety of any person who may be affected by the construction work. The Contractor shall appoint a suitably qualified person who is registered with Statutory Body (South African Council for the Project and Construction Management Professions (SACPCMP) to prepare the Health and Safety File and to keep it up to date for the duration of the contract. The Health and Safety file shall include the following information:-

- Application for Construction Work Permit in terms of Construction Regulation 3 (Annexure 1, where applicable)

- Notification of Construction Work in terms of Construction Regulation 4 (Annexure 2, where applicable)
- Copy of OHS Act (updated)
- Proof of Registration and Good Standing with a COID Insurer or licensed compensation insurer
- Copy of health and safety plan
- OHS Programme agreed with Client including the underpinning Risk Assessment and Safe Work Procedures
- Designs/drawings
- A list of Contractors (Sub-contractors) including copies of the agreements between the parties and the type of work being done by each Contractor
- All Appointments/Designations forms required by the Act and Regulations
- Relevant Equipment and Tools registers and checklists
- Personal Protective Equipment issue register
- Health and Safety Induction Records
- Incidents Recording and Investigation forms and records
- Emergency Preparedness Plans
- Health and Safety Committee Meetings Minutes
- Medical Certificates of Fitness
- SHEQ Policy

The health and safety file shall be handed over to eThekweni Electricity Unit on completion of the contract.

2.11 Risk Assessment

Prior to the commencement of any construction work, the Contractor shall have a risk assessment performed and recorded in writing by a competent person.

Risk is a measure of the likelihood that the harm from a particular hazard will be realized, taking into account the possible severity of the harm. Harm to people includes death, injury (permanent or temporary), physical or mental health or any combination thereof. Risk management in health and safety includes the identification of hazards, assessing risks, taking action to eliminate or reduce the risk, monitoring the effectiveness and performing regular reviews of the entire process. The Contractor shall compile Written Safe Working Procedures to address or handle the following:

- Hazards particulars to contract
- Identify what could go wrong and how
- Identify the likelihood of this happening
- Identify the persons at risk
- Identify the extent of possible harm
- Measures to eliminate or reduce each risk
- A monitoring plan
- A review plan

Contractors must ensure that all sub-contractors conduct risk assessments for their scope of work as well.

The risk assessment shall identify and evaluate the risks and hazards that may be expected during the execution of the work under the contract, and it shall include a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards identified.

The risk assessment shall be available on site for inspection by inspectors, employer, engineer, employees, trade unions and health and safety committee members, and must be monitored and reviewed by the contractor on regular intervals agreed to with the Client.

All Contractors must complete a Documented Pre -Task Risk Assessment prior to the commencement of any work or task. Hazards identified and precautionary measures must be discussed before work commences by the Person-In-Charge with all staff concerned. All copies of the Pre-Task Risk Assessment documents must be kept in the health and safety file for inspection by inspectors, eThekweni Electricity Unit Representatives or any other authorised / interested parties.

2.12 Safe Work Procedures

Written safe work procedures must be compiled for the risks and hazards that have been identified during the risk assessments indicating procedures to mitigate, reduce or control the risk and hazards.

A safe working procedure should be written when:-

- Designing a new job or task;
- Changing a job or task;
- Introducing new equipment or substances; and

Reviewing a procedure when problems have been identified, e.g. from near miss incidents or an accident / incident investigation.

The safe working procedure should identify:

- The supervisor for the task or job and the employees who will undertake the task;
- The tasks that are to be undertaken that pose risks;
- The equipment and substances that are used in these tasks;
- The control measures that have been built into these tasks;
- Any training or qualification needed to undertake the task;
- The personal protective equipment to be worn;
- Actions to be undertaken to address safety issues that may arise while undertaking the task.

2.13 Legal Appointments

All contractors must make the relevant legislative and non-statutory appointments, which will be required to remain valid throughout the life of the project. All appointees shall be suitably trained and found to be competent for the responsibilities assigned. Copies of all the legal letters of appointments must be kept in the health and safety file.

2.13.1 Construction Manager Appointment - CR 8(1) and CR 8(2) Appointments

The Contractor, must in writing, appoint one full-time competent person as the Construction Manager as defined in the Construction Regulation (2014), with the duty of managing all the construction work, including the duty of ensuring the compliance of health and safety, and in the absence of a Construction Manager an alternate must be appointed by Contractor. The Contractor may also have to appoint one or more competent employees to assist the Construction Manager where justified by the scope and complexity of the works.

2.13.2 Construction Supervisor/Assistant Construction Supervisor - CR 8(7) and CR 8(8) Appointments

The Construction Manager shall appoint a full-time Construction Supervisor with the duty of supervising the performance of the construction work.

The Construction Manager may also have to appoint one or more competent employees to assist the Construction Supervisor where justified by the scope and complexity of the works. All Construction Supervisors shall be qualified and competent carded Electricians and/or Specifically Trained Persons who hold a valid eThekweni Electricity competency card. A contractor appointed as a Construction Supervisor in terms of Construction Regulation 8(7) may only supervise one site unless there are a sufficient number of Assistant Construction Supervisor appointed persons, i.e. CR 8(8) Appointees. An Assistant Construction Supervisor can only supervise one site at a time. Depending on the category of work e.g. Dead work, Live LV work, the persons eligible to be appointed as Assistant Construction Supervisors are qualified and competent carded electricians and /or Specifically Trained Persons who hold a valid eThekweni Electricity competency card.

2.13.3 Construction Safety Officer or Client Safety Agent Appointment

Subject to the decision by the Inspector of the Department of Labour and taking into consideration the size of the project and the hazards or dangers that can be expected, the Contractor shall appoint in writing a Construction Safety Officer. The appointed Safety Officer shall be registered with a Statutory Body, i.e. South African Council for the Project and Construction Management Professions (SACPCMP).

If the Client decides to engage an external Safety Consultant, the Client must first check with SHERQ and Training Division to determine the capacity to handle the proposed project, the Safety Consultant will be appointed by the Client and approved by SHERQ and Training Division in terms of his/her qualifications and experience in the field of construction safety. The appointed Client Agent shall be registered with a Statutory Body, i.e. South African Council for the Project and Construction Management Professions (SACPCMP).

2.13.4 Additional Legal Appointments

In accordance with the Construction Regulations (2014) and depending on the project type the Contractor shall appoint, in writing, competent persons responsible for supervising construction work for the following work situations that may be expected on the site of the works.

- (a) Risk Assessment (Construction Regulation 9);
- (b) Fall Protection (Construction Regulation 10);
- (c) Structures (Construction Regulation 11);
- (d) Temporal Works (Construction Regulation 12);
- (e) Excavation Work (Construction Regulation 13);
- (f) Demolition Work (Construction Regulation 14);
- (g) Tunnelling (Construction Regulation 15);
- (h) Scaffolding Work (Construction Regulation 16);
- (l) Suspended Platform Operations (Construction Regulation 17);
- (j) Rope Access Work (Construction Regulation 18);
- (k) Material Hoists (Construction Regulation 19);
- (l) Bulk Mixing Plant (Construction Regulation 20);
- (m) Explosive Actuated Fastening Device (Construction Regulation 21)
- (n) Cranes (Construction Regulation 22);
- (o) Construction Vehicle and Mobile Plant (Construction Regulation 23)
- (p) Electrical Installation and Machinery on Construction Site (Construction Regulation 24);
- (q) Use and temporary storage of flammable liquids on construction site (Construction Regulation 25);
- (r) Water Environments (Construction Regulation 26);
- (s) Housekeeping on Construction Sites (Construction Regulation 27)
- (t) Stacking and Storage on Construction Sites (Construction Regulation 28);
- (u) Fire Precautions on Construction Sites (Construction Regulation 29);
- (v) Construction Employee's Facilities (Construction Regulation 30);
- (w) Welding, flame cutting, soldering and similar operations (General Safety Regulation 9);
- (x) Accident/Incident Investigator (General Administration Regulation 9);
- (y) First Aider (General Safety Regulation 3);
- (z) Health and Safety Representative (OHS Act Section 17);
- (aa) Supervision of Machinery (General Machinery Regulation 2.1);
- (bb) Assistant Supervision of Machinery (General Machinery Regulation 2.7a)

A competent person may be appointed for more than one part of the construction work with the understanding that the person must be suitably qualified and able to supervise at the same time the construction work in all the work situations for which he/she has been appointed.

The appointment of competent persons to supervise parts of the construction work does not relieve the Contractor from any of his/her responsibilities to comply with all requirements of the Construction Regulations.

2.13.5 Principal Contractor Appointment

All Contractors who have been awarded a tender must accept a Principal Contractor's Appointment Letter from eThekweni Electricity Unit in accordance with CR 5(1)(k) of Construction Regulations (2014).

2.14 Health and Safety Induction Training

The Contractor shall ensure that all employees under his/her control attend the eThekweni Electricity health and safety induction training course offered by SHERQ and Training Division. No visitor or other person shall be allowed or permitted to enter any worksite unless such person has undergone eThekweni Electricity's health and safety training pertaining to hazards and risks which may be prevalent on work sites.

The Contractor shall ensure that every employee or visitor on site shall at all times be in possession of proof of the eThekweni Electricity health and safety induction training issued by SHERQ and Training Division prior to commencement of construction work.

The Contractor shall ensure that all Specifically Trained Persons and Competent Persons (carded persons) attend an Introduction to the OHS Act and Construction Regulation training in order to familiarise themselves with the same.

2.15 Medical Certificate of Fitness

Prior to induction, all Contractor employees must undergo a pre-employment medical examination and found to be fit for duty. A copy of the Medical Certificate of Fitness must be presented for permanent record keeping at the eThekweni Electricity Training Centre.

3. GENERAL HEALTH AND SAFETY PROVISIONS

3.1 Incident Management

NOTE: ALL SERIOUS ACCIDENTS MUST BE REPORTED TO THE RELEVANT CONTROL OFFICER.

In the event of a serious accident occurring, including one involving electric shock, first aid treatment must be commenced immediately if the victim's life is to be saved.

Assistance may be obtained as follows:-

3.1.1 Medical Assistance

It is essential to obtain medical assistance for the patient as soon as possible, and another employee who is not performing first aid and/or C.P.R. or if necessary a passerby, shall be requested to:-

Use the facilities most readily available (Departments telephone numbers listed in the Emergency Request for Assistance Notice) to contact the Control Room staff and report that a serious accident has occurred and the exact address at which it happened and if possible the injured person's name

Injuries of a very minor nature shall be attended to by the Person-In-Charge and the injured person shall continue with his/her normal duties. All injuries that occur after normal working hours must be reported immediately to the appropriate Control Officer. All Contractor vehicles are to have an Emergency Request for Assistance notice prominently displayed.

3.1.2 Accident Investigation

All incidents shall be investigated in terms of the General Administrative Regulations 9. All OHS Act Section 24 and 25 Incidents shall be reported to the Inspector by the Contractor within the prescribed period and in the prescribed manner. Investigations shall be conducted by a competent investigator who shall compile the appropriate incident report form as listed in the General Administrative Regulations Annexure 1.

A comprehensive and detailed investigation report shall be submitted to the eThekweni Electricity Unit Representative within 7 -14 days after the incident. All incidents that were in contravention of any one of eThekweni Electricity Unit Safety Rules, Operating Regulations, Code of Practice must be presented by the relevant contractor management to the eThekweni Electricity Unit Representatives, and where required, to the relevant GMR 2.1 or GMR 2.7(a) Appointee. eThekweni Electricity reserves the right to participate in investigations if the incident is directly linked to any activity within their area of supply and network.

3.1.3 Close out

All incident investigation reports shall be closed out once all the recommendations to prevent further incidents have been carried out and a copy of the investigation report must be handed to the Electricity Unit SHERQ and Training Division.

3.2 First Aid Box and First Aid Equipment

The requirements of the OHS Act General Safety Regulation 3 must be observed. First Aid appointments must be made to meet the requirements. Each work site must have at least one employee trained in First Aid - Level One, at the minimum. When appointing employees for work sites, cognizance must be taken into account regarding the type of work to be performed, the distance teams are working apart and the terrain to be covered if an emergency should arise. All contractor vehicles to have an Emergency Request for Assistance notice displayed prominently, where it can be easily seen. All contractor vehicles or work sites shall have at least one first aid box, and thereafter additional first aid boxes for every 50 or team of workers on site or part thereof, again taking into account the type of work performed, the distance teams are working apart and the terrain to be covered if an emergency should arise. More first aid boxes shall be provided, if the risks dictate. Boxes must be available and accessible for the immediate treatment of injured persons at any particular work site. The appropriate stick-on signage must be placed on the outside of vehicles and/or mobile equipment to indicate where first aid boxes are located.

Boxes and equipment

The following is a list of minimum contents of a first aid box:

- _ Item 1: Wound cleaner/antiseptic (100ml);
- _ Item 2: Swabs for cleaning wounds;
- _ Item 3: Cotton wool for padding (100 g);
- _ Item 4: Sterile gauze (minimum quantity 10);
- _ Item 5: 1 Pair of forceps (for splinters);
- _ Item 6: 1 Pair of scissors (minimum size 100 mm);
- _ Item 7: 1 Set of safety pins;
- _ Item 8: 4 Triangular bandages;
- _ Item 9: 4 Roller bandages (75 mm X 5 m);
- _ Item 10: 4 Roller bandages (100 mm X 5 m);
- _ Item 11: 1 Roll of elastic adhesive (25 mm X 3 m);
- _ Item 12: 1 Non-allergenic adhesive strip (25 mm X 3 m);
- _ Item 13: 1 Packet of adhesive dressing strips (minimum quantity, 10 assorted sizes);
- _ Item 14: 4 First aid dressings (75 mm X 100 mm);
- _ Item 15: 4 First aid dressings (150 mm x 200 mm);
- _ Item 16: 2 Straight splints;
- _ Item 17: 2 Pairs large and 2 pairs medium disposable latex gloves;
- _ Item 18: 2 CPR mouth pieces or similar devices;
- _ Item 19: 1 Burn shield

A content check list must be available with all boxes and boxes shall be checked on a regular basis, kept clean and dust free.

3.3 Fire Extinguishers and Fire-fighting Equipment

Every contractor vehicle and every work site must have at least one Dry Chemical Powder fire extinguisher, each with a minimum capacity of 4.5 kg, taking into account the type of work performed, the distance teams are working apart and the terrain to be covered if a fire should occur. Every contractor must ensure that every employee is familiar with the use of a portable fire extinguisher. All fire extinguishers in contractor vehicles must:

- Be clearly labelled
- Be conspicuously numbered
- Be entered in a register
- Be inspected monthly by a competent person
- Be tested and serviced annually by an accredited supplier
- Have the results entered in the register and signed by a competent person.
- Be mounted in the upright position for ease of access and secured to prevent dislodgement.

3.4 Personal Protection Equipment and Clothing

All Contractors shall recognize that PPE is the last line of defense, therefore the correct use is vital in ensuring that it is effective.

Requirements:

1. The need for PPE shall be identified for all activities and this assessment shall be recorded (PPE Schedule).
2. All PPE shall comply with SANS standards and/or any other specified standards.
3. Employees shall be educated in the correct use, care and storage of PPE and records shall be kept.
4. Critical to the successful use of PPE, is the enforcement by site supervisors, who shall at all times demonstrate the correct use, personally and in addition carry out inspections to ensure compliance.
5. Once the individual has been trained in the correct care and use of the PPE, it shall be the responsibility of the individual to use the PPE correctly.

Contractor's employees at the construction site, including visitors, shall use the following PPE at all times, as a minimum:

- Head protection (Hard hat) with chinstrap
- Steel toe capped safety boots
- Eye protection - wearing of impact safety spectacles with side shields. Prescription glasses must comply with the same standard or cover impact safety spectacles must be worn over them
- 12,4 arc rated flame retardant long sleeved and long pants Conti suits (Red)
- High visibility vests / overalls with reflective strips

However, if there are particular activities/areas/risk assessments that require a specific type of PPE, then that specific PPE requirement must be adhered to (e.g.: for dusty environments – goggles, for welding – welding helmet, etc.).

Strict non-compliance measures must be administered to any employee not complying with the use of PPE and shall be removed from the work site. When working at height, only double lanyard safety harnesses are allowed and when working on a pole an approved work positioning belt for working at height are to be used. Welders, cutters and aiders shall wear suitable eye protection, gloves and apron spats and screens shall be provided to protect onlookers and passers-by. Suitable impact resistant eye protection shall always be worn for grinding, chipping and chasing, and screens shall be provided to protect onlookers and passers-by.

When working with Hazardous Chemical Substances, e.g., acids, suitable eye protection, gloves and special overalls shall be worn. Suitable respirators shall be provided where gas, vapors, fumes, dust, etc. could pose a hazard. All contractors shall provide PPE free of charge as stipulated in Section 23 of the OHS Act (Certain deductions prohibited) and General Safety Regulations 2(2).

3.5 Housekeeping

All contractors shall maintain a high standard of housekeeping within a worksite, prompt disposal of waste materials, scrap and rubbish is essential. Nails protruding through timber and cable armoring sharp edges shall be bent over or removed so as not to cause injury.

All packaging material including joint boxes, cable drum planks, pallets, crates, etc. to be removed from the work area immediately. On completion of the work, the contractor is responsible for clearing the worksite of all materials, scrap, etc. eThekweni Electricity has the right to instruct the contractor to cease work until the area has been tidied up and made safe. All contractors shall carry out regular safety/housekeeping inspections (at least weekly) to ensure maintenance of satisfactory standards.

Housekeeping on/in vehicles is of paramount importance. If contractor employees are to be transported in the back of construction vehicles, then those vehicles are to be fitted with canopies and have fixed and firmly secured seats with seat belts adequate for the number of passengers being transported, tools, equipment and material to be secured in order to prevent movement. All tools, materials and equipment to be stored in their toolboxes, shelves, etc. No materials, tools and equipment is permitted to be left lying around at the back of construction vehicles.

Employees are not be transported in construction vehicles unless the compartment they are travelling in complies with the requirements of the Road Traffic Act, and tools, equipment and materials are physically separated from the employees by a suitable barrier.

3.6 Thermal Conditions

All contractors must protect their employees against the natural thermal conditions, by providing sufficient and suitable cold weather gear for the winter months and suitable rain wear for the rainy seasons.

In hot conditions, contractors must prevent the effects of heat fatigue and heat exhaustion by providing sufficient rest periods, shaded cover where possible, and re-hydration mineral replenishment fluids.

3.7 Night work

Where any night work is to be performed, then contractors shall provide sufficient lighting to enable the entire worksite to be illuminated to a degree that any employee must not have to work in any dark (un-illuminated) areas. If work is continuing from day light into night, at dusk, a tail gate meeting (Pre-Task Risk Assessment) must be held where all employees must be advised of the hazards of night work and the extra precautions that are required to be taken, i.e. poor housekeeping, stepping on uneven ground, stepping into holes, etc.

The entire work site must be suitably lit to meet the minimum lux guidelines as provided for in the Environmental Regulations for Workplaces of the OHS Act.

3.8 Work in confined spaces or enclosures

Confined spaces include joint holes, cable boxes, vessels, transformer tanks, chambers, oil tank compartments, etc.

Attention is drawn to General Safety Regulation 5 (Work in Confined Spaces) of the Occupational Health and Safety Act, 1993. No person shall enter a confined space or enclosure until the degree of oxygen has been established by utilizing an approved monitor, and, it has been adequately cleared of any dangerous liquid or purged with air to clear any dangerous concentration of gas or fumes by using ventilation fans. In the case of vessels, transformer tanks, chambers, etc., at least one other person who is adequately trained in rescue and resuscitation procedures shall remain in attendance, outside of and next to the entrance thereof whilst any person is within; and where there is the possibility of the presence of flammable liquids, gases or fumes, effective precautions must be taken to prevent ignition by the avoidance of open sources of heat or light and the formation of sparks by ferrous tools, the generation of static electricity by clothing or by other means.

3.9 Hot Work (Welding, Cutting, Grinding and Heating)

Contractors must instruct employees in the safe use of welding equipment. Cutting and welding work is carried out in accordance with General Safety Regulation 9 of the OHS Act. Non-combustible or flameproof shields to protect employees from direct rays and air-borne particles must shield arc welding, cutting and grinding operations. Electrode holders or welding guns are maintained in good order, and when they are to be left unattended, the electrodes are removed and the holders are placed or protected so that they cannot make electrical contact with employees or conducting objects.

All arc-welding cables are properly maintained and completely insulated. There are no repairs or splices within 3 meters of the electrode holders, except where splices are insulated equal to the cable. Defective cable is repaired or replaced. The earth cable is connected to the work place. Fuel gas hose and oxygen hose is of an approved type, be easily distinguishable and must not be interchangeable. Hoses are inspected at the beginning of each day and are repaired or replaced if defective.

Hot Work

- Falling sparks and/or hot cuttings to be contained
- Fire Blankets and Fire Extinguishers are at hand
- Ensure not to carry out any hot work, cutting and/or grinding in the vicinity of flammable liquids
- Combustible floors are wetted down, covered with damp sand or fire proof sheets
- Containers/pipes purged of flammable vapors
- Fire Watch is provided
- Area to be inspected after hot work has been completed
- Fire Watch to stay in place for at least 30 minutes after operation
- Warn all employees working under hot work process

3.10 Water environments

All contractors shall ensure that where construction work is done over or in close proximity to water, provision is made for preventing persons from falling into water and the rescuing of persons in danger of drowning {CR 26(1)(a) and (b)}.

All Contractors shall ensure that workers who are exposed to drowning by falling into water are provided with and wear lifejackets (CR 26.2).

3.11 Permits for National Key Point areas

It is the responsibility of the contracting company to obtain the necessary permits when work is to be undertaken at a National Key Point Area and all related costs shall be paid by the contracting company.

4. MINIMUM PHYSICAL REQUIREMENTS

4.1 Working at Height

4.1.1 Fall Protection Plan and Fall Arrest Systems

The requirements of Construction Regulation 10 shall prevail. Whenever persons are required to work in an elevated position, a fall protection plan (which includes fall prevention) will be compiled, implemented and reviewed and every possible and practicable means shall be adopted to provide such persons with effective training and safeguards.

Note: All persons required to work in elevated positions shall have valid medical certificates of fitness. Contractors shall stop all persons working in elevated positions during periods of inclement weather, or if the possibility of lightning strikes is present. Provision must be made for employee rescue. Working in elevated positions shall only be carried out under the supervision of a competent person. Lifelines are to be used with safety harnesses when doing steel erection, and other similar activities, such that persons are not exposed to danger by continuously attaching and detaching the lanyards from the structure (tower).

Provision must be made to prevent objects and/or material from falling from elevated areas and the protection of persons working below. A risk assessment covering all work at elevated positions is to be carried out and

appropriate mitigation measures to be put in place. All tools in elevated positions must be attached to lanyards, attached to person or structure or effectively prevented from falling. Equipment in elevated positions must be tied back to the structure. Loose items in elevated positions e.g. bolts and nuts to be kept in tins or similar robust containers and not in paper boxes. When working in elevated positions, nets and/or other suitable material should be used to catch falling debris directly below where the task is being performed.

Fall protection includes:

- Safety harnesses and double lanyards;
- Approved lifelines
- Other approved means

Fall arrest plan and equipment to be implemented where fall prevention is not possible.

All fall protection equipment shall comply with SANS standards and other recognized international standards. The Contractor and/or his/her sub-contractor shall compile a fall protection equipment, inspection and testing and maintenance procedure.

Where required, conduct specific risk assessments to determine the suitability of climbing methods to be used. Cognizance must be made into all the different climbing methods to be used. Ensure that the relevant training in the use, care and maintenance of the appropriate fall protection and rescue equipment is provided.

4.1.2 Working in elevated positions

All employees working above ground level shall use the appropriate fall protection equipment unless working from a solid platform protected by suitable barricading.

4.1.3 Pole climbing

All the requirements related to the climbing of poles shall be observed, that is to say, the testing before climbing, the stability of the pole, condition of the pole, composition of the soil, the security of any hardware attached to the pole, etc. The appropriate sections within the eThekweni Electricity OHM Code of Practice and Safety Rules relating to the climbing of poles shall prevail. Approved work positioning belts are to be used by contractor employees undertaking work at the top of poles to prevent employees from accidentally falling from poles. Work positioning belts must be inspected before each use, for cuts or worn, frayed webbing and should be securely buckled up and worn comfortably to prevent any possibility of workman slipping out of it. Once the person has reached the top of the ladder, the belt must be secured around the pole. The safety belt must fit comfortably around the person's waist. It must be kept in the supplied canvas bag when not in use.

4.1.4 Scaffolding

The requirements for using a scaffold platform shall be determined in the working at heights risk assessment. All scaffolding that will be used shall conform to the SANS standard 10085 and the requirements of Construction Regulations 16 shall be carried out. Scaffolding shall be erected under the supervision of a competent person. The appropriate training for scaffold users shall be conducted prior to climbing on to the scaffold. The correct fall protection equipment shall be worn and used whilst climbing up, working from and climbing down scaffolds

All scaffolds must be inspected and certified safe to use by a competent person who has been designated in writing to undertake such duties

A Safe to Use tag must be displayed in a prominent position on the scaffold indicating the following:

- The date it was inspected
- The name of the person who deemed it safe to use
- The Maximum Safe Working Load of the scaffold

4.1.5 Ladders and Ladder Work

Contractors must use ladders that comply with General Safety Regulations 13(a). Contractors involved in OHM work or work undertaken near live apparatus must use the approved Fiberglass ladders as per the eThekweni Electricity Technical Specification for Fiberglass Ladders. All Ladders shall have an identification tag, logged in a register, and inspected on a monthly basis and prior to use. Damaged ladders shall be marked as 'Damaged' and removed from the worksite. Contractors must visually inspect the rungs, stiles, rope, fittings, pulleys, connections, rivets and hinges before each use and carry out a detailed inspection every month

4.1.5.1 Storage of Ladders

When storing ladders, contractors must ensure the following:

- Easily accessible to ensure withdrawing
- Stored on racks designed with proper support to protect the ladder
- Stored horizontal with support to protect the ladder
- Clamped by a nylon string along the length and at each end

4.1.5.2 Transportation of Ladders

When transporting ladders on a vehicle:

- Use soft material (wood/rubber) to reduce shocks and chafing
- Allow only a minimum overhang
- Support it adequately by tying or clamping the ladder at more than one point, preferably, at both ends and at the center position of the ladder
- Prevent extreme pressure to the ladder when tying or clamping
- Ensure that no movements take place between the ladders and their support
- Take care that other equipment will not cause damage to it
- When crossing the road walk parallel to the road and use flag men

4.1.5.3 Use of Single and Extension Ladder (Fiber Glass)

- Restrict the ladder to the purpose for which the ladder is designed
- Climbing the ladder is restricted to no more than one person at any given time
- Adherence to Maximum Safe Working Loads must be observed at all times
- Do not use step ladders as single ladders or in a partially closed position

(i) Single and Extension Ladder Erection (Fiber Glass)

- One person ought foot the ladder at its base while the other is lifting it from top towards the footing
- The top of the ladder must lean against the pole/structure to be worked on, when the need be, it may be extended.
- Adherence to Maximum Safe Working Loads must be observed at all times

(ii) Footing Support

- Place ladders with a secure footing on a firm and level support surface. If the ground is not level, where possible, excavate to level surface
- Do not place a ladder on boxes, barrels or other unstable bases to obtain additional height

(iii) Angle of Inclination

- Erect the ladder at an angle of 70 to 75 degrees from horizontal, i.e. Place the base of the ladder a distance equal to one quarter the length from the structure to be climbed ($\frac{1}{4}$ distance of ladder)

(iii) **Securing the Ladder**

- Make sure that the ladder locks are engaged before climbing
- Secure the bottom of the ladder with a rope between the first and fourth rungs
- Secure the top of the ladder with a rope
- Secure the extension rope to the lower section as a back-up for the lock assemblies
- The rope must be wrapped around the pole twice

(iv) **Climbing Ladder**

When climbing the ladder contractors to adhere to the following:

- Do not climb a broken or bent ladder
- Face the ladder when climbing up or down with one hand free to maintain a firm grip
- Maintain 3-point contact when climbing up or down a ladder. That means two hands and one foot or two feet and one hand on the ladder at all times
- Before setting up straight or extension ladders, check the area for overhead mains. Ladders made of aluminum or other conductive material should never be used near live apparatus
- Portable ladders should never be used horizontally as substitutes for scaffold planks, runways, or any other services for which they have not been designed
- When working from a ladder, keep your center of gravity between the side rails. A person's center of gravity is approximately in the center of the body at belt height. The location of your center of gravity can shift when you reach out to either side of a ladder, especially with materials, tools, or equipment in your hands. As the center of gravity of your body and hand-held objects moves beyond the side rails, the ladder is tending toward instability
- Whenever possible, avoid climbing up or down a ladder while carrying anything in your hands, tools, equipment and materials should be raised and lowered by rope and snatch block
- Workers should be instructed and frequently reminded to keep their safety shoes free of mud, grease, or other slippery materials if they are using ladders
- Do not climb from one ladder onto another
- Do not shift the ladder while standing on it
- When a ladder is to be used in areas containing live electrical circuits, take all necessary precautions to prevent any contact or possible contact with any energized, uninsulated circuit or conductor in order to avoid an electrical shock or short circuit

4.2 Excavations, Trenches and Floor Openings

Digging, excavation, or driving a peg, pile or spike into the ground operations by the contractor may not commence without the written authorization from eThekweni Electricity Unit. Prior to commencing work on any excavation or trench, mains records must be obtained from the Network Drawing Office in order to determine the location of all underground installations; i.e., sewer, telephone, water, fuel, cable, etc. Proving trenches to be dug by contractors to determine the route of underground installations, i.e., sewer, telephone, water, fuel, cable, etc.

Adequate precautions shall be taken by the contractor to prevent collapsing of excavations, as well as to prevent rocks and loose material falling onto workers. All excavations done by the contractor are to be clearly demarcated and barricaded to prevent accidental access. Only solid barricading will be used at areas where a fall hazard is present. Solid barricading and/or hole covers shall be provided around all holes or openings to prevent any person being injured as a result of a fall. Danger tape may only be used as a pre-warning to make the solid barricading more visible and to prevent persons from coming close to the danger area.

Barricading must be placed as close as possible to the excavation. If an excavation or trench endangers the

stability of buildings or walls, shoring, bracing, or underpinning must be provided. Excavations and trenches that are adjacent to backfilled excavations or trenches, or which are subject to vibrations from railroad traffic, road traffic, the operation of machinery (e.g. shovels, cranes, trucks), must be secured by a support system, shield system or other protective systems (i.e. sheet-pile shoring, bracing). Warning signs and flashing warning lights at night shall be displayed in suitable positions to warn any persons approaching the area of the location and extent of any excavation. No material to be within 3 meters of the excavation edges. All excavations must be on register and inspected daily before work commences and after inclement weather by the contractor's appointed competent person, declared safe and his/her findings noted in the said register. eThekweni Electricity Unit to review the said register on a pre-determined frequency not exceeding seven (7) days. Whilst work is being performed in an excavation, there shall be a supervisor, at all times. Every six meters there shall be an escape ladder, in all excavations. Requirements in Construction Regulation 13 shall apply. No work shall commence in an excavation unless the excavation has been declared safe by the competent person.

4.3. Public Safety

Legislation requires that employers shall be responsible, as far as reasonably practicable, for safeguarding persons other than those in their employment who may be directly affected by their activities so that they are not exposed to hazards to their health or safety (Section 9 of the OHS Act refers).

A member of the public is any company non-employed person(s) who could be directly or indirectly exposed to eThekweni Municipality Electricity Unit's/contractors' products or activities.

eThekweni Municipality Electricity Unit upholds the rights of the members of the public and maintains an awareness and educational programme to protect the public against the risks that may arise out of, and in the course of eThekweni Municipality Electricity Unit's activities. Similarly, contractors shall share the same respect for the public.

Contractors, where working in any area where members of the public have access or can approach work sites, will be approached by the public for reasons of inquisitiveness, members airing complaints, vandalism, theft, public unrest, intimidation, stray/wandering animals, etc. and will then implement such measures that will place great emphasis on public safety.

Contractors shall factor in, in their safety plan, how they intend safeguarding/controlling any members of the public against their activities, without damaging eThekweni Municipality Electricity Unit's name and/or reputation.

4.4. Working in close proximity to/on public roads

Due to the nature of the work, the safety of contractor employees and other road users is of paramount importance. The task to be performed shall be properly planned with all the role players. Dependent on the category of road to be worked on, the relevant traffic authorities must be informed of the task.

High-visibility vests shall be worn. If the authorities need to be in attendance, no work shall start until such time as the authorities arrive onsite, irrespective of whether outages are planned and will result in delays.

Work areas shall be adequately barricaded so as to prevent unauthorised access. This rule applies for normal and breakdown work.

The following, from a road safety perspective, shall be carried out:

4.4.1 Planning work and resources

- Some of the resources include:
 1. traffic signs;
 2. red flags;
 3. road cones;
 4. amber rotating lights (on vehicles and on "Workmen ahead" traffic signs);
 5. reflective vests/bibs;

4.4.2 Setting-Out Procedure on Two-Way Roads

When signs are set out, the contractor must start with the warning signs on the side of the road opposite to the work site. Pace out the correct distances and set out the signs, starting with the "Road Workmen" sign and, working back towards the work site, placing the "Road Narrows from One Side Only" sign. Taking care at all times face the oncoming traffic and whilst setting out signs and use a flagman when crossing the road.

Repeat the procedure for traffic approaching on the work site side of the road. Place the first "Keep Right" sign where the taper of cones will begin. If "Stop/Go" signs or traffic lights are to be used, put them into operation at this stage, then cone off the site.

Start placing cones from the beginning of the taper and work towards the worksite. Place the second "Keep Right" sign at the end of the taper of cones. Finally, make allowance for pedestrians, by placing any barricades, cones, lamps and other signs that are needed. When the job has been completed, the signs, cones and barricades will be removed in reverse order.

When using flagmen or "Stop/Go" signs, both men must be able to see each other clearly or must use two-way radios. Flagmen or "Stop/Go" controls are required when the width of the road open to traffic is less than 5.5 meters. The contractor employees must be trained, and must be alert and be able to effectively carry out their duties. Contractor employees must wear high visibility clothing. Flagmen and "Stop/Go" controls should never be used at night. Only use Flagmen when less than 5 vehicles per minute use the road. "Stop/Go" control must only be used when more than 5 vehicles per minute use the road.

4.4.2.1 Night Work

a) When work is carried out at night or left overnight, the following precautions must be taken:

All signs must be fully reflectorized. Lamp batteries should be checked regularly.

Use suitable lamps and barricades to ensure that pedestrians can pass the work site safely.

Flashing amber lamps should be placed at least at the beginning and end of each taper of cones and/or at each corner of the work site. Workers must wear High Visibility Clothing.

b) Incomplete works left overnight:

Cones should be replaced with non-flashing amber lamps on stands. These stands should be chained together and locked for security against theft.

c) Work at night:

Vehicles should be fitted with flashing amber lamps and, if facing oncoming traffic, headlights must not be used. Non-flashing amber lamps on stands should be placed around the works at 25 meters spacing. When floodlights are used, position them so that motorists are not blinded by the glare.

Once a task has been completed, ensure that all equipment is picked up and packed onto vehicles then remove signage and lastly, flag persons.

4.5. Hazardous Chemical Substances

Where HCS are brought onto the site, the appropriate Material Safety Data Sheets (MSDS) shall be available at that worksite. Contractors are to have and maintain a register with all the HCS that they have on site.

4.5.1 Handling of Hazardous Chemical Substances

All HCS containers to be clearly labelled. Containers that are not marked will not be allowed access to site. No HCS to be stored in food or drink containers. Users of HCS to wear/use the correct PPE as per the HCS Material Safety Data Sheet and risk assessment. Users of HCS to be adequately trained in the HCS that they are handling. Where flammable liquids are used, caution must be exercised of the effects of health risks associated with such liquids.

4.5.2 Storage of Hazardous Chemical Substances

All HCS must be stored in terms of the supplier requirements and as listed on the respective MSDS. Caution must be taken into the hazardous situations (gasses given off, fires and or explosions erupting) that could arise from incorrect storage.

4.6 ETHEKWINI ELECTRICITY DEMERIT POINTS SYSTEM

All employees and/or contractor companies undertaking work on behalf of eThekweni Electricity shall be subject to the guidelines as stipulated in this demerit points system, for any non-conformance/s identified by the aforementioned responsible parties in (3). The number of demerit points subtracted from any one person working for a company shall be dependent upon the severity of the non-conformance/s.

4.6.1 Contractor Companies

In the interest of health and safety, the Line Manager concerned shall ensure that the necessary remedial action is taken against any contractors who have proved to be non-compliant.

Feedback with regard to action/s taken is to be given within 5 working days from the Line Manager, to SHERQ and Training.

A contractor company that has incurred more than 40% subtraction of the total allotted points shall receive a first formal written warning from a committee, chaired by the relevant Senior Manager with representatives from SHERQ and Training present.

- The contractor owner (or his nominee) shall be present at this hearing

A contractor company that has incurred an additional 40% subtraction of the total allotted points shall receive a second formal written warning from a committee, chaired by the relevant Senior Manager with representatives from SHERQ and Training present.

- The contractor owner shall be present at this hearing.

A contractor company that has incurred a final 20% subtraction of the total allotted points shall be subject to suspension by a committee, chaired by the relevant Senior Manager with representatives from SHERQ and Training Management present;

- The period of suspension/sanction shall be agreed upon by the committee;
- The committee may, at its discretion, prescribe additional remedial actions to be imposed upon the contractor company in mention.

Contractor employees found to be acting in a willfully negligent and/or reckless manner in relation to any of the clauses, sub-clauses, etc. listed in relation to the Acts, Practices, Standards, Regulations and Rules in (1), shall be subject to suspension by a committee, chaired by the relevant Senior Manager with representatives from SHERQ and Training Management present;

- The relevant Deputy Head may, at his/her discretion, chair such a hearing;
- The period of suspension/sanction shall be agreed upon by the committee;
- The committee may, at its discretion, prescribe additional remedial actions to be imposed upon the contractor company and/or employee in mention;
- The contractor owner and responsible eTE carded person shall be present at this hearing.

Please refer to Annexure 1 for the list of deviations on the demerit points system.

5. PLANT, MACHINERY and EQUIPMENT

5.1. Transport/Mobile Plant Equipment

All motor vehicles driven / operated by contractors shall comply with the National Road Traffic Act. Designated drivers shall be in possession of the relevant driver's license valid for the class of vehicle being used. The driver's license shall be kept by the person so authorized and shall produce such card on request. When driving on rural roads, care and caution must be exercised due to rough and uneven terrain and reckless third party drivers. No drivers or operator may text, talk on cell phones or two way radios whilst driving, unless a hands free kit is used. It is the driver's responsibility to ensure that the vehicle and/or equipment they drive on any road is roadworthy and complies with the requirements of the National Road Traffic Act. Contractors are permitted to transport passengers in the back of LDV's and construction vehicles provided that the vehicles are to be fitted with canopies and have fixed and firmly secured seats with seat belts adequate for the number of passengers being transported and tools, equipment and material to be secured in order to prevent movement. All tools, materials and equipment to be stored in their toolboxes, shelves, etc. No materials, tools and equipment is permitted to be left lying around at the back of construction vehicles. All contractor vehicles shall have organizational identification markers on their vehicles, including hired plant, and vehicles.

It is the responsibility of the driver to ensure:

1. He/she and their passengers wear seat belts whilst the vehicle is in motion
2. Comply with all traffic road rules, safety, direction and speed signs
3. Ensure that vehicle loads are properly secured prior to moving off
4. Ensure that vehicles are not overloaded

All drivers of construction vehicles are to have valid medical certificates of fitness. Contractor vehicles may be subject to inspections by an eThekweni Electricity representative. Vehicles which are not roadworthy will not be allowed to undertake work on behalf of the eThekweni Electricity Unit. Loads projecting from vehicles shall be securely loaded and in daytime a red flag and during darkness a red light or red reflective material shall be attached to the extreme end of such projecting material. Contractors are to ensure that visibility (e.g. switching on/off lights, reflectors, etc.) is enhanced on all construction vehicles in order to be easily seen and the location of the vehicles. Construction vehicles over 2 ton, when reversing, must have a hooter/beeper which sounds, whilst the vehicle is reversing. Drivers / operators must not leave vehicles unattended with the engine running unless the engine power is required for ancillary equipment. Where engines are left running, then the vehicle park brake shall be engaged and the wheels chocked. Drivers / operators not to park vehicles in unauthorized zones/areas unless they are performing work. A current maintenance logbook is required for all cranes and large plant equipment, and shall be available for inspection at any time. The logbook shall be located in the cabin of the crane or plant equipment. In the event where contractors do not own the equipment and have hired such, they are still responsible for ensuring all the above requirements for that plant, machine or vehicle is complied with.

5.2 Machinery

All machinery brought to the work sites by contractors must be appropriate to the task being performed, be in a good condition and adequately maintained. Contractors shall ensure that all machinery is to be listed on an inventory list, be inspected regularly and at least monthly or as required by legislation and risk assessments. Machinery should be numbered or tagged so that it can be properly monitored and inspected.

Where required machinery must have the necessary approved test or calibration documentation prior to being brought onto the worksite and the records shall form part of the health and safety plan. Maintenance calibration shall be undertaken in terms of the manufacturer's requirements.

All fuel driven equipment must be properly maintained in accordance with the manufacturer's recommendations and legal requirements.

EThekweni Municipality Electricity Unit reserves the right to inspect items and/or machinery brought to site by contractors. All machine operators shall be certified competent to operate such machines. Copies of their certificate of competencies shall be available at all times for perusal.

5.3 Machine guarding and barricading

Every shaft, pulley, wheel-gear, sprocket, coupling, clutch, friction drum, spindle end screw, key, bolt on a revolving shaft, driving belt, chain rope or similar object shall be securely fenced or guarded. The machines or tool with moving parts should be guarded to prevent limbs or loose clothing from getting under, into, above or around the dangerous moving parts.

Guards should form a permanent part of the machine or tool, easy to remove, non-corrosive, rigged and as far as reasonable, heat resistant.

All machines driven by means of belts, gear wheels, chains and couplings shall be adequately guarded. A machine is guarded when persons cannot gain inadvertent access to the moving parts. All guards must be inspected by a competent person on a monthly basis as well as by users prior to use. These inspections and proof of corrective action taken must be recorded and kept on site.

5.4. Hand tools

All hand tools (hammers, chisels, spanners, etc.) must be recorded on a register and inspected by the construction supervisor on a monthly basis, as well as by users prior to use. Tools with sharp points in tool boxes must be protected with a cover. All files and similar tools must be fitted with handles. No make shift tools are permissible on site.

5.5 Pneumatic tools

It is illegal for a pneumatic tool to be operated by using a compressed gas cylinder. Pneumatic equipment shall only draw supply from mobile air compressors or from compressed air lines installed within the contractor's premises. All pneumatic tools should be numbered, recorded and inspected at least monthly as well as by users prior to use. Where tools have a spindle drive, then the revolutions per minute speed shall be measured in accordance with the manufacturer specifications. When using compressed air hoses with the interlocking type of connection in the hose, connectors shall be secured with wire clips through holes provided to prevent accidental disconnection.

Compressed air shall not be used for any purpose other than that for which it is provided. Compressed air should not be used to remove dust or debris from clothing or for cleaning purposes. Hoses to be orderly routed and elevated if required in order to prevent tripping hazards.

All pneumatic tools operators shall be certified competent to operate such tool. Copies of their of certificate of competencies shall be kept.

5.6 Portable electric tools

All portable electric tools shall be operated through an earth leakage or portable earth leakage system unless they are of the double insulated type. Electrical cords of all portable electrical tools shall be in a good working condition at all times. Any electrical tool that has any defects (including cords) shall be removed from service. All portable electric tool operators shall be certified competent to operate such tool. Copies of their of certificate of competencies shall be kept.

5.7 Lifting machinery

Before using any lifting machinery, the operator should inspect it daily and where the machine appears faulty, it shall be removed from service immediately. All lifting machines shall be examined and subjected to a performance test by an accredited person/company at intervals not exceeding 12 months, as per DMR 18, or more frequently as desired. All hooks shall be fitted with a safety latch/catch, and be in a good operational condition. All lifting machines should be recorded on a register - refer to the requirements of the Driven Machinery Regulations 18.

All lifting machines should be conspicuously and clearly marked with identification particulars and the maximum mass load which it is designed for.

5.7.1 Mobile cranes / Truck Mounted Crane

The mobile crane operator shall be trained for the class of crane they are operating and be in possession of an operators permit. All mobile cranes shall be examined and subjected to a performance test by an accredited person/company at intervals not exceeding 12 months, as per SANS 19 'The Inspection, Testing and examination of Mobile Cranes'. All mobile cranes shall be subjected to an inspection prior to daily use and a record kept of the inspection. Any hydraulic crane leaking fluid must be taken out of service and be repaired prior to further use. This is for safe stable operations and protection of the environment. Outriggers shall be used every time the crane is to be utilised to lift any sort / size load. Mobile crane operators shall ensure that loads are not carried over the heads of any workmen. The rigger will give warning signals. Riggers shall be utilised when lifting loads and shall direct the crane operators with the appropriate signals.

5.8 Lifting tackle

A Pre-Task Risk Assessment shall be conducted prior to commencing with the task to identify that the correct slinging equipment is used for the specific load. All lifting tackle should be examined at intervals not exceeding 3 months by a competent lifting tackle inspector, who shall record and sign off such examination, such lifting tackle shall be stored accordingly to prevent damage or deterioration when not in use. All lifting tackle should be recorded on a register - refer to the requirements of the Driven Machinery Regulations 18. All lifting tackle should be conspicuously and clearly marked with identification particulars and the maximum mass load which it is designed for. All hooks shall be fitted with a safety latch/catch, and be in a good operational condition.

5.9 Material handling

Guide ropes to be used to prevent loads from swinging. Rigging study should be conducted for all critical lifts to ensure the correct equipment is available. Employees shall keep out from under suspended loads and between a load and a solid object where they might be crushed if the load should swing or fall. They shall not pass or work under the boom or any crane or within a barricaded of area. No user of machinery shall require or permit any person to be moved or supported by means of a lifting machine unless such machine is fitted with a man-cage designed and fabricated according to an approved SANS standard and a risk assessment has been done. Hand signals will be displayed and visible on all cranes and the SANS 1029 standard must be used to ensure uniformity and all the crane operators, riggers must be trained according to SANS 1029.

5.10 Boilers, Pressurised systems, and Vessels under pressure

5.10.1 Compressed Gas Cylinders

Industrial gas bottles, when not handled correctly, receive damage to the cylinder and or brass fittings and could become projectiles which could cause severe injuries and/or damage to equipment.

5.10.1.2 Handling

When transporting, cylinders, where possible must be transported in the upright position and secured to prevent dislodgement.

Adequate and appropriate fire-fighting equipment shall be available in vehicles where gas cylinders are kept. All gas operating torches must have flashback arrestors fitted on the hose, one on the hose at the bottle after the pressure valve and one on the hose attached to the torch. Compressed gas cylinders shall be stored and used in the upright position and be properly secured at all times, protective caps shall be in place when cylinders are not in use, and gauges shall be removed prior to transportation of cylinders.

5.10.2 Mobile and fixed compressors

Contractors shall ensure that all vessels under pressure are inspected by an AIA and shall be in possession of the AIA inspection and test certificate. All pressure vessels shall be provided with at least one safety valve and such safety valve should be kept locked. Where required, the vessel under pressure should be provided with a manufacturer's plate. The vessel under pressure should be fitted with a pressure gauge in Pascal and the maximum permissible operation pressure marked with a red line on the dial (marking the glass is not permissible).

6. Omissions from safety and health requirements specification

By drawing up this Health and Safety Specification eThekwini Municipality Electricity Unit has endeavoured to address the most critical aspects relating to Safety, Health and Environmental issues in order to assist contractors in adequately providing for the health and safety of employees on site.

Should eThekwini Municipality Electricity Unit not have addressed all health and safety aspects pertaining to the work that is tendered for, the contractor needs to include it in the health and safety plan and inform eThekwini Municipality Electricity Unit of such issues when submitting the tender.

This document should be read in conjunction with the OHS Act (85 of 1993) and it's supporting Regulations, eThekwini Electricity OHM, UGM and Substation Codes of Practice, eThekwini Electricity Safety Rules and the eThekwini Electricity Operating Regulations.

eThekwini Electricity Safety Demerit System

Annexure 1	Disciplinary action – date/s furnished			Reference	Remarks	Deductible points
	Warning (1)	Warning (2)	Suspension			
OHS Act, Chapter 25, eTE Code of Practice, Safety Rules, Operating Regulations						
1. Incomplete Pre-Task Risk Assessment				Safety Rules 7 CR 9		1
2. No Pre-Task Risk Assessment				Safety Rules 7 CR 9		4
3. Incomplete MV / HV work permit				Operating Regulations 9		1
4. No MV / HV work permit				Operating Regulations 9		4
5. Defective ladder				Safety Rules 8		3
6. Failure to lash ladder at top and bottom				Safety Rules 8		2
7. Erected ladder left unattended				Safety Rules 8		3
8. Failure to display green safety disc				Safety Rules 11		1

eThekwini Electricity Safety Demerit System						
	Disciplinary action – date/s furnished			Reference	Remarks	Deductible points
	Warning (1)	Warning (2)	Suspension			
OHS Act, Chapter 25, eTE Code of Practice, Safety Rules, Operating Regulations						
9. Failure to retain SL / LV fuses in possession - Competent Person				Safety Rules 13		5
10. Failure to label isolated SL / LV circuit				Safety Rules 13		5
11. Failure to earth and label isolated SL / LV circuit				Safety Rules 13		5
12. Defective PPE				Safety Rules 8		3
13. Failure to utilise prescribed PPE – ‘normal conditions’				Safety Rules 9		2
14. Failure to utilise prescribed PPE – ‘hazardous, live conditions, etc,’ i.e. Arc flash suit, rubber gauntlets, etc				Safety Rules 9		5

eThekwini Electricity Safety Demerit System

	Disciplinary action – date/s furnished			Reference	Remarks	Deductible points
	Warning (1)	Warning (2)	Suspension			
OHS Act, Chapter 25, eTE Code of Practice, Safety Rules, Operating Regulations						
15. Inadequate warning signs displayed - road safety				Safety Rules 7, C.O.P OHM 13.4, UGM 11.7		3
16. Failure to display warning signs - road safety				Safety Rules 7, COP OHM13.4,		5
17. Inadequate barricading of hazardous area				Safety Rules 15		3
18. Failure to barricade hazardous area				Safety Rules 15		5
19. Inadequate barricading of work site				Safety Rules 7		3
20. Failure to barricade work site				Safety Rules 7		5

21.	Failure to provide pedestrian walkway (vicinity construction work)				CR 13		4
eThekwini Electricity Safety Demerit System							
		Disciplinary action – date/s furnished			Reference	Remarks	Deductible points
		Warning (1)	Warning (2)	Suspension			
OHS Act, Chapter 25, eTE Code of Practice, Safety Rules, Operating Regulations							
22.	Inadequate shoring and bracing				CR 13		3
23.	Failure to shore and brace				CR 13		5
24.	Competent Person credentials not in alliance with work being taken				Safety Rules 6		5
25.	Unsupervised work site				Safety Rules 7 CR 8		5

eThekwini Electricity Safety Demerit System

		Disciplinary action – date/s furnished			Reference	Remarks	Deductible points
		Warning (1)	Warning (2)	Suspension			
OHS Act, Chapter 25, eTE Code of Practice, Safety Rules, Operating Regulations							
26.	Failure to utilise Second Person whilst testing and earthing				Operating Regulations 1		5
27.	Failure to earth at control points				Operating Regulations 6		5
28.	Failure to tag and lock out				Operating Regulations 6		5
29.	Defective portable earth leakage				Safety Rules 7		3
30.	Failure to use portable earth leakage				Safety Rules 7		4
31.	Non-approved parrot beak cutter or aerial pruner used				Safety Rules 7		5

eThekwini Electricity Safety Demerit System

	Disciplinary action – date/s furnished			Reference	Remarks	Deductible points
	Warning (1)	Warning (2)	Suspension			
OHS Act, Chapter 25, eTE Code of Practice, Safety Rules, Operating Regulations						
32. No Emergency Request for Assistance form available				Safety Rules 2		1
33. Under stocked First Aid kit				Element 4.11		1
34. No First Aid kit				Element 4.11 GSR 3		4
35. Carded person - no valid First Aid certificate				GSR 3		2
36. Defective fire extinguisher				Element 3.01		1
37. No fire extinguisher				Element 3.01		3
38. Failure to display Operator's licence for: <ul style="list-style-type: none">• chain saw• any other portable mechanised tool				Safety Rules 8		3

eThekwini Electricity Safety Demerit System

	Disciplinary action – date/s furnished			Reference	Remarks	Deductible points
	Warning (1)	Warning (2)	Suspension			
OHS Act, Chapter 25, eTE Code of Practice, Safety Rules, Operating Regulations						
39. No record book in First Aid kit				Element 4.11		1
40. Failure to display contractor company details on vehicle				Tender specification		1
41. Sub-standard storage practice / housekeeping				Element 1.22 CR 27		1
42. Vehicle not roadworthy				Element 2.18		3
43. Failure to display inspection and authorisation certificates for platform and/or scaffolding				CR 16		3
44. Defective scaffolding				CR 16		5

**ETHEKWINI
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TRADING SERVICES
ELECTRICITY UNIT**



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**OCCUPATIONAL HEALTH AND SAFETY ACT 1993,
CONSTRUCTION REGULATION 2014
APPOINTMENT PRINCIPAL CONTRACTOR 5(1) (k)**

I,hereby appoint..... as the Principal Contractor responsible to carry out the construction work of.....

In terms of this appointment you are responsible to ensure that all construction work herein referred to is carried out as follows:

1. You shall ensure that you meet all the requirements in terms of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and in particular the Construction Regulations (2014);
2. Ensure that all contractors appointed by yourself and reporting to you complies with the requirements as stipulated in the said Regulations;
3. Ensure that all the information and specifications necessary to ensure that the construction work is carried out in a safe manner are discussed and provided to all appointed contractors reporting to you;
4. Ensure that a health and safety file is kept and maintained and made readily available for inspection by any interested party, which file is to be handed over on the completion of the contract;
5. You shall further ensure that all records, registers and required documents are maintained and that all persons appointed to carry out tasks as stipulated by these regulations are competent and have the necessary resources to complete their tasks effectively in such a manner that health and safety is not in any manner compromised.

This appointment is valid from..... to the completion of the stipulated construction work.

You shall submit a written weekly report on all shortfalls that have not been met in terms of these regulations.

.....
Signature

.....
Date

Kindly confirm your acceptance of this appointment by completing the following:

I, understand the implications of the appointment as detailed above and confirm my acceptance.

.....
Signature

.....
Date

**ETHEKWINI MUNICIPALITY
TRADING SERVICES
ELECTRICITY UNIT**

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4001

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Website: www.durban.gov.za

Contractor Acknowledgement of Responsibility in terms of the Occupational Health and Safety Act

Written agreement between EtheKwini Municipality Electricity Unit (the “employer”)
and

.....(the “mandatary”)

as provided for in terms of Section 37 (2) of the Occupational Health and Safety Act No.85 of 1993 as amended by Act 181 of 1993.

I hereby declare that I,, am authorised to represent the “mandatary” and acknowledge that the “mandatary” is an employer in its own right with all duties and responsibilities as prescribed in the Occupational Health and Safety Act no. 85 of 1993.

I agree to ensure that all work performed or machinery and plant used by the “mandatary” on any EtheKwini Municipality premises shall be in accordance with the provisions of the said Act.

Furthermore, I agree the “mandatary” shall comply with all EtheKwini Municipality Electricity Unit site rules and safety, health, and environmental requirements as may be communicated or stipulated by EtheKwini Municipality Electricity Unit prior to and during the course of any Contract awarded to the “mandatary” by EtheKwini Municipality Electricity Unit.

Furthermore, I undertake to ensure that EtheKwini Municipality Electricity Unit is timeously informed should the “mandatary”, for whatever reason, be unable to perform in terms of this agreement.

Signed thisday of20.....

On behalf of the “mandatary” (print)

(sign)

On behalf of the “employer” (print)

(sign)

