



RUSTENBURG LOCAL MUNICIPALITY

RLM/DTIS/0020/2020/21 - APPOINTMENT OF SERVICE PROVIDER/S FOR THE PROVISION, SUPPLY AND DELIVERY OF LABOUR ON ELECTRICAL MAINTENANCE FOR RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF 3 YEARS

| | |
|--------------------------------------|--|
| PARTICULARS OF THE BIDDER | |
| NAME OF BIDDING OR TENDERING COMPANY | <div style="border: 1px solid black; height: 40px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; height: 40px;"></div> |
| POSTAL ADDRESS | <div style="border: 1px solid black; height: 40px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; height: 40px; margin-bottom: 5px;"></div> <div style="display: flex; justify-content: space-between; border: 1px solid black; padding: 2px;"> <div style="width: 60%; padding: 2px;">POSTAL CODE</div> <div style="width: 40%; border: 1px solid black; height: 20px;"></div> </div> |
| STREET ADDRESS (PHYSICAL ADDRESS) | <div style="border: 1px solid black; height: 40px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; height: 40px; margin-bottom: 5px;"></div> <div style="display: flex; justify-content: space-between; border: 1px solid black; padding: 2px;"> <div style="width: 60%; padding: 2px;">POSTAL CODE</div> <div style="width: 40%; border: 1px solid black; height: 20px;"></div> </div> |
| E-MAIL ADDRESS (write clearly) | <div style="border: 1px solid black; height: 40px;"></div> |
| TELEPHONE NUMBER (TELKOM LINE) | <div style="border: 1px solid black; height: 40px;"></div> |
| FACSIMILE NUMBER | <div style="border: 1px solid black; height: 40px;"></div> |
| CELLPHONE NUMBER | <div style="border: 1px solid black; height: 40px;"></div> |
| ALTERNATE CELLPHONE NO | <div style="border: 1px solid black; height: 40px;"></div> |
| WEBSITE (IF IN PLACE) | <div style="border: 1px solid black; height: 40px;"></div> |

RUSTENBURG LOCAL MUNICIPALITY

APPOINTMENT OF SERVICE PROVIDER/S FOR THE PROVISION, SUPPLY AND DELIVERY OF LABOUR ON ELECTRICAL
MAINTENANCE FOR RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF 3 YEARS

BID NO RLM/DTIS/0020/2020/21

| | |
|--|--|
| Rustenburg Local Municipality P.O. Box 16 Rustenburg 0300 Contact: Name: J KGATLE Telephone: 014 590 3259 | |
| Tenderer..... Total of the Evaluation prices inclusive of value added tax: R..... | |
| | |

PLEASE TAKE NOTE OF THE FOLLOWING

ADMINISTRATIVE EVALUATION (DOCUMENT COMPLETION AND ATTACHMENT OF MANDATORY DOCUMENTS)

CENTRAL SUPPLIER DATABASE REGISTRATION (CSD)

- ✓ Bidders must be registered on CSD and provide their registration number on the tender/ quotation document

COMPLETION OF THE DOCUMENT

PLEASE READ AND FOLLOW INSTRUCTIONS BELOW ON HOW TO COMPLETE DIFFERENT FORMS IN THE DOCUMENT AND FILL THEM AS INSTRUCTED

- ✓ The tender documents must be completed in full i.e. Compulsory Questionnaire, MBD 1, Pricing Schedule, MBD 4, MBD 5, MBD 6.1, MBD 7.2, MBD 8, MBD 9, Section 38 and the Form of Offer, including all witness signatures on all the above stated forms.
- ✓ **NB! FAILURE TO ADHERE TO THE BELOW MENTIONED POINTS WILL INVALIDATE THE TENDER AND RESULT IN DISQUALIFICATION**
 - **COMPULSORY QUESTIONNAIRE** must be fully completed and signed
*In a case of Joint Venture separate **COMPULSORY QUESTIONNAIRE** forms must be completed and submitted.*
 - **MBD 1** must be fully completed and signed
 - **PRICING SCHEDULE** must be fully completed and signed
 - **MBD 4** -only tick the appropriate answer. Please be informed that whether you scratch out, tick or circle, **your answer will be where the pen ink is reflecting.**
In a case of Joint Venture or multi- directors, full details of all directors / trustees / shareholders / members must be provided on the table on MBD 4.
 - **MBD 5** -only tick the appropriate answer. Please be informed that whether you scratch out, tick or circle, **your answer will be where the pen ink is reflecting.**
 - *In a case of Joint Venture separate **MBD 5** forms must be completed and submitted.*
(complete if applicable)
 - **MBD 6.1** – must be fully completed.
 - **MBD 7.2** must be fully completed.
 - **MBD 8** - only tick the appropriate answer box, whether you scratch out, tick or circle, your answer will be where the pen ink is reflecting
 - **MBD 9** - must be fully completed and signed
 - **SECTION 38** - only tick the appropriate answer box, whether you scratch out, tick or circle, your answer will be where the pen ink is reflecting. Must be fully completed and signed, including signatures of witnesses.
 - Note that should you answer “**NO**” to any of the declaration questions on **section 38 form**, then supporting documents **MUST** be attached
 - **SIGNATORY AUTHORISATION** – complete and sign the form
 - The document must not be dismantled, page numbers must be sequential

THE FOLLOWING MANDATORY DOCUMENTS MUST BE SUBMITTED TOGETHER WITH THE BID DOCUMENT

- ✓ Deposit slip with tender reference number.
- ✓ CSD report
- **FOR ALL DOCUMENTS THAT WILL NEED CERTIFICATION (AND AFFIDAVITS WHERE APPLICABLE) BIDDERS ARE REQUESTED NOT TO SUBMIT COPIES OF CERTIFIED COPIES.**
- ✓ A valid and certified (not older than (3) three months on the date of tender closure) BBBEE Certificate for the company (if it is a JV the BBBEE must be consolidated)

MUNICIPAL RATES AND TAXES STATEMENTS OF THE DIRECTORS

- ✓ Municipal rates and taxes statement which is no older than 3 months on the date tender closure for each directors' address must be attached; or
- ✓ Valid lease agreement of the director/s (showing lease period) or,
- ✓ An original letter from tribal authority not older than three (3) months if the director/s are residing in a tribal land, or
- ✓ If the rates and taxes account are not in the names of the director/s the attached municipal rates and taxes statement must be accompanied an original affidavit from the property owner whose names are reflecting on the municipal rates and taxes statement to confirm that the director resides in their property.

MUNICIPAL RATES AND TAXES STATEMENTS OF THE COMPANY

- ✓ Municipal rates and taxes statement which is no older than 3 months on the date tender closure for the company's' address must be attached; or
- ✓ Valid lease agreement of the company (showing all critical contractual obligations, or
- ✓ An original letter from a tribal authority not older than three (3) months if the company is operating from a tribal, or
- ✓ If the rates and taxes account are not in the names of the company, the attached municipal rates taxes statement must be accompanied by an original affidavit from the property owner whose names are reflecting on the municipal rates and taxes statement to confirm that the company operates from their property.

NB!!

- ✓ **FOR PROCUREMENT EXPECTED TO BE LESS THAN 10 MILLION, AWARDS WILL NOT BE MADE TO BIDDERS OWING MUNICIPAL RATES AND TAXES FOR OVER 90 DAYS AT THE TIME OF TENDER CLOSURE**
- ✓ **FOR PROCUREMENT EXPECTED TO BE MORE THAN 10 MILLION, AWARDS WILL NOT BE MADE TO BIDDERS OWING MUNICIPAL RATES AND TAXES FOR OVER 30 DAYS AT THE TIME OF TENDER CLOSURE**
- ✓ Required CIDB Grading Certificate where applicable
- ✓ Signatory resolution – Please attach a copy of Signatory resolution where instructed
- ✓ If the submission is from a Joint Venture, then a JV agreement must be attached

VERIFICATION OF DOCUMENTS AND INFORMATION.

- ✓ Tax compliance status will be verified using CSD number. (For a bidder to be considered for final award, their status must reflect "tax compliance" before final award is made)
- ✓ CIDB Grading will be verified
- ✓ BBBEE certificates will be verified with relevant registration bodies.
- ✓ Sworn Affidavits will be accepted only if its originals submitted.

ALLOCATION OF BBBEE POINTS

- ✓ No points will be allocated for a BBBEE certificate that is a copy of a certified copy or not that is not certified.
- ✓ No points will be allocated if the attached sworn affidavit (BBBEE) is a copy.

INSTRUCTION ON THE SUBMISSION OF TENDER DOCUMENTS

- ✓ A tender document must be in a sealed document that has on the outside the bid number and bid description. Both the bid number and the bid description must be on the envelope for the document to be acceptable.
- ✓ If the bid number and description are not clearly marked on the envelope, the bid will be received
- ✓ The tender document must be in the tender box before the specified closing time and date.
- ✓ Bidders who arrive when the tender box is open are late.



RUSTENBURG LOCAL MUNICIPALITY

INDEX / TABLE OF CONTENTS

| DOCUMENT NAME ABBREVIATION | DOCUMENT NAME/DESCRIPTION | |
|---|--|--|
| | DOCUMENT COMPLETION INSTRUCTION AND RETURNABLE DOCUMENTS SCHEDULE | |
| | | |
| MBD 1 | INVITATION TO BID (PART A) | |
| | | |
| MBD 1 | PART B | |
| | | |
| AD | ADVERT | |
| | | |
| GCC | GENERAL CONDITIONS OF CONTRACT | |
| | | |
| TOF | TERMS OF REFERENCE/ BID SPECIFICATIONS | |
| | | |
| F | FUNCTIONALITY | |
| | | |
| PS | PRICING SCHEDULE | |
| | | |
| MBD 4 | DECLARATION OF INTEREST | |
| | | |
| MBD 5 | DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED) | |
| | | |
| MBD 6.1 | PREFERENCE CLAIM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS | |
| | | |
| MBD 7.2 | CONTRACT FORM - RENDERING OF SERVICES | |
| | | |
| MBD 8 | DECLARATION OF ABUSE OF SUPPLY CHAIN MANAGEMENT SYSTEM | |
| | | |
| MBD 9 | CERTIFICATE OF INDEPENDENT BID DETERMINATION | |
| | | |
| SECTION 38 | DECLARATION OF BIDDERS'S PAST PRACTICES | |
| | | |
| SF | SIGNATORY FORM | |
| | | |
| | | |

**PART A
INVITATION TO BID**

| | | | | | |
|--|--|---------------|--|---------------------------|-------|
| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE RUSTENBURG LOCAL MUNICIPALITY | | | | | |
| BID NUMBER: | RLM/DTIS/0020/2020/21 | CLOSING DATE: | 28 September 2021 | CLOSING TIME: | 11H00 |
| DESCRIPTION | APPOINTMENT OF SERVICE PROVIDER/S FOR THE PROVISION, SUPPLY AND DELIVERY OF LABOUR ON ELECTRICAL MAINTENANCE FOR RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF 3 YEARS | | | | |
| THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7). | | | | | |
| BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT <i>MISSIONARY MPHENI HOUSE, NELSON MANDELA AND BEYERS NAUDE DRIVE</i> | | | | | |
| SUPPLIER INFORMATION | | | | | |
| NAME OF BIDDER | | | | | |
| POSTAL ADDRESS | | | | | |
| STREET ADDRESS | | | | | |
| TELEPHONE NUMBER | CODE | | NUMBER | | |
| CELLPHONE NUMBER | | | | | |
| FACSIMILE NUMBER | CODE | | NUMBER | | |
| E-MAIL ADDRESS | | | | | |
| VAT REGISTRATION NUMBER | | | | | |
| TAX COMPLIANCE STATUS | TCS PIN: | | OR | CSD No: | |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX] | <input type="checkbox"/> Yes <input type="checkbox"/> No | | B-BBEE STATUS LEVEL SWORN AFFIDAVIT <input type="checkbox"/> Yes <input type="checkbox"/> No | | |
| [A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE] | | | | | |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF] | | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3] | | |
| TOTAL NUMBER OF ITEMS OFFERED | | | TOTAL BID PRICE | | R |
| SIGNATURE OF BIDDER | | | DATE | | |
| CAPACITY UNDER WHICH THIS BID IS SIGNED | | | | | |
| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO: | | | TECHNICAL INFORMATION MAY BE DIRECTED TO: | | |
| DEPARTMENT | SCM | | CONTACT PERSON | MR EDGAR PHIRI & J KGATLE | |
| CONTACT PERSON | MR JOE MASINGA | | TELEPHONE NUMBER | 014 590 3259 | |
| TELEPHONE NUMBER | 014 590 3123 | | | | |
| E-MAIL ADDRESS: jmasinga@rustenburg.gov.za & tenders@rustenburg.gov.za | | | E-MAIL ADDRESS: ephiri@rustenburg.gov.za/ jkgatle@rustenburg.gov.za/ | | |

PART B TERMS AND CONDITIONS FOR BIDDING

| | |
|---|---|
| 1. | BID SUBMISSION: |
| 1.1. | BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. |
| 1.2. | ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE |
| 1.3. | THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. |
| 2. | TAX COMPLIANCE REQUIREMENTS |
| 2.1 | BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. |
| 2.2 | BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. |
| 2.3 | APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA. |
| 2.4 | FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3. |
| 2.5 | BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. |
| 2.6 | IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. |
| 2.7 | WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED. |
| 3. | QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS |
| 3.1. | IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.2. | DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.3. | DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.4. | DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.5. | IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO |
| IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE. | |

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

1. Tenderers should have a CIDB grading designation of 7EP or higher.
2. Sealed bid documents, marked **"BID: RLM/DTIS/0020/2020/21 - APPOINTMENT OF SERVICE PROVIDER/S FOR THE PROVISION, SUPPLY AND DELIVERY OF LABOUR ON ELECTRICAL MAINTENANCE FOR RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF 3 YEARS"** must be placed in the bid box in the foyer of the Municipal offices, Missionary Mpheni House, cnr Nelson Mandela and Beyers Naude Drive, Rustenburg not later than **11h00 on Tuesday 28 September 2021**, where after the bids will be read out loud in public.
3. Please note that no bid documents will be given to couriers unless the courier company is in the possession of a letter on an official letterhead, confirming on behalf of the company the full details of the specific bid/bids to be collected, as well as the payment of the full amount payable for bids required.
4. The bid will be evaluated as follows: **Administrative evaluation (document completion and attachment of mandatory documents), CIDB Grading 7EP or Higher, and 80/20 Preferential Point System**
5. All bids will be evaluated in accordance with the Supply Chain policy of the Rustenburg Local Municipality, PPPFA and other related legislations.
6. Please note that no bid documents given to couriers will not be signed for by Rustenburg Local Municipality.
7. The Council will not be responsible for bids not received or received late by mail. Bids will remain valid for 90 days (Ninety).
8. All bids will be adjudicated based on the prescribed criterion as stipulated in the document.
9. An updated record of payment of rates, taxes and services to the relevant Municipality must be attached. Failure to do so will invalidate the bid submitted
10. No bids will be considered from any person(s) in the service of the state (as defined in Regulation 1 of Local Government: Municipal Supply Chain Management Regulations).
11. Objections or complaints must be submitted in writing to the Municipal Manager at the address stated, and must contain the following:
 - (a) reasons and/or grounds for the objection or complaint.
 - (b) the way in which the objector or complainant's rights have been affected; and
 - (c) the remedy sought by the objector or complainant.
12. Any objection or complaint must reach the Municipal Manager with a 14-day period after award has been made. Late objections or complaints will not be entertained.
13. All bids must be submitted on the official forms provided and a successful bidder will be required to fill and sign a written Contract Form (MBD 7).

RUSTENBURG LOCAL MUNICIPALITY

BID NO RLM/DTIS/0020/2020/21 APPOINTMENT OF SERVICE PROVIDER/S FOR THE PROVISION, SUPPLY AND DELIVERY OF LABOUR ON ELECTRICAL MAINTENANCE FOR RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF 3 YEARS

T1.2 BID DATA

GENERAL

The Conditions of Bid applicable to this contract is the Standard Conditions of Bid in Annex F of the CIDB Standard for uniformity in Construction Procurement in Board Notice No 12 of 2009 in Government Gazette No 31823 of January 2009.

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

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

F.1.1 Actions

The Employer for this Contract is the Rustenburg Local Municipality

F.1.2 Bid Documents

(a) The Bid Document consists of the following:

THE BID

Part A: Invitation to bid and bidding procedures

Part A-I: Administrative evaluation (document completion and attachment of mandatory documents)

THE CONTRACT

Part J: Agreement and Contract Data

Form of Offer and Acceptance

Contract Data

Part K-N: Pricing Data

Schedule of quantities

Technical specification

Technical data schedules

Annexures Bid drawings

F.1.4 Communication and Employer's Agent

All communication during the Bid Enquiry period shall be made to the Employer's representative as follows:

The Employer's representative is:

Name : Mr. J Kgatle

Tel. : (014) 590 3259

Fax : N/A

E-mail address : jkgatle@rustenburg.gov.za

F.1.6.2 Competitive Negotiation Procedure

This clause is not applicable.

F.1.6.3 Proposal procedure using the two stage-system

This clause is not applicable.

F.2 Tenderer's obligations

Only those Bidders who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum Bid for an Electrical Engineering class of construction work, are eligible to submit Bids.

Joint ventures are eligible to submit Bids provided that:

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation in the Electrical Engineering class of construction work; and
3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum Bided for an Electrical Engineering class of construction work.

For the sake of clarity and subject to satisfactory proof of a tenderer's ability to perform the work specified at the tendered rate, the Employer lists in the table below the margins it considers reasonable. In the event of the total bid value exceeding the margins shown then such tender shall be deemed unresponsive.

ADJUSTMENTS TO TENDER VALUE RANGES IN TERMS OF THE CONSTRUCTION INDUSTRY DEVELOPMENT REGULATIONS, 2004 (AS AMENDED)

These adjustments come into effect on 07 October 2019

| GRADE | Upper limits as per CIDB Regulation 17 | Approved Adjustment |
|--------------|---|----------------------------|
| 1EP | R 200 000 | R500 000 |
| 2EP | R 650 000 | R1 000 000 |
| 3EP | R2 000 000 | R3 000 000 |
| 4EP | R4 000 000 | R6 000 000 |
| 5EP | R6 500 000 | R10 000 000 |
| 6EP | R13 000 000 | R20 000 000 |
| 7EP | R40 000 000 | R60 000 000 |
| 8EP | R130 000 000 | R200 000 000 |
| 9EP | No limit | N/A |

It will be the responsibility of all bidders to verify that the bid value of the entire Bid or portion thereof is below the margins upper limit of the grading the respective bidder qualifies for.

F.2.7 Site inspection visit and clarification meeting

A compulsory clarification session will be held as stated in the bid advertisement.

F.2.10 Pricing the bid offer

As detailed in clause all rates and prices shall be fixed per financial contract year for the duration of the contract.

F.2.13 Submitting a Bid Offer

F.2.13.3 Bid offers shall be submitted as an original document. Bidders are to ensure that they retain their own copy of the bid submission as this will not be provided by the Employer. It must be noted that an original copy will have to be provided on appointment of a successful contractor when requested by RLM.

F.2.13.5 Delivery of Bid

The Clients address for delivery of bid offers and identification details to be shown on each bid offer package are:

(a) The returned bid offers shall be submitted as an original sealed in an envelope clearly marked: **"Bid No. RLM/DTIS/0020/2020/21 - APPOINTMENT OF SERVICE PROVIDER/S FOR THE PROVISION, SUPPLY AND DELIVERY OF LABOUR ON ELECTRICAL MAINTENANCE FOR RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF 3 YEARS**

(b) The closing date and company name must also be endorsed on the envelope.

(c) The sealed envelope must be placed in the bid box in the foyer of the Municipal Offices, Missionary Mpheni House, C/O Beyers Naude and Nelson Mandela Drive, Rustenburg later than the closing date stipulated in the bid advertisement.

F.2.13.6 This clause is not applicable.

F.2.13.7 This clause is not applicable.

F.2.14 A non-responsive bid will be disqualified prior to evaluation.

F.2.15 Closing Time

The closing time for submission of Bid Offers is stipulated in the bid advertisement.

Telephonic, telegraphic, telex, facsimile, electronic, mailed or e-mailed bids will not be accepted.

F.2.16 Bid offer validity

The Bid Offer validity period is 90 calendar days from the closing time for submission of bids.

F.2.16.3 Where a bidder wishes to withdraw or substitute a bid submission that has already been submitted notice should not be given to any Employer's Agent **but to the Employer directly**.

F.2.22 Return of Bid Documents

Where a bidder who received a bid document does not submit a bid, the bid documents issued to him must be returned to the Employer within 28 days after the closing date for submission of bids.

F.2.23 Certificates

Various certificates, etc are required to be submitted with the bid submission as stated the document.

F.3.5 Two-envelope system

This clause is not applicable.

F.3.9 Arithmetical errors, omissions and discrepancies

F.3.9.2 Check responsive bid offers for arithmetical errors, correcting them in the following manner:

- (a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- (b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted governs, unless in the opinion of the *Principal Agent*

there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted governs, and the unit rate is corrected.

- (c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the bidder's addition of prices, the total of the prices shall govern.
- (d) In the event of there being any rate or rates that are declared by the employer to be unacceptable because of correction of arithmetical errors as in (b) and (c) above, or because the bided rates are unbalanced and unrealistic, the bidder shall, in terms of clause F.2.17 be requested to consider the amendment and revision of such rate or rates and other selected item prices and their rates while retaining the bided amount unchanged.

Consider the rejection of a bid offer if the bidder does not correct or accept the correction of his arithmetical errors in the manner described above.

F.3.11 Evaluation of Bid Offers

The method of evaluation for this contract shall be Method 2 – Financial offer and preference.

F.3.11.2 Method 1: Financial Offer

This clause shall not be applicable.

F.3.11.3 Method 2: Financial Offer and Preferences

The procedure for the calculation of bid evaluation points of responsive bids is Method 2.

(a) Financial Offer

The financial offer will be scored using the following formula: $N_f = W_1 \times [1 - (P - P_m) / P_m]$

where:

N_f = The number of bid evaluation points awarded for the financial offer

W_1 = **80**

P_m = the value of the comparative offer of the most favourable bid;

P = the value of the comparative offer under consideration

(b) Preferences

Up to **20** points will be awarded to bidders who are found to be eligible for the preference points claimed.

Preference points shall be awarded as per the table below as determined by the bidder's BBBEE Verification Certificate.

| Criteria | Details | Price and Preference points for bid Evaluation |
|-----------------------|-------------------------------------|--|
| Price | Total cost to implement the project | 80 |
| Preference | BBBEE Level 1 | 20 |
| | BBBEE Level 2 | 18 |
| | BBBEE Level 3 | 16 |
| | BBBEE Level 4 | 12 |
| | BBBEE Level 5 | 8 |
| | BBBEE Level 6 | 6 |
| | BBBEE Level 7 | 4 |
| | BBBEE Level 8 | 2 |
| | No BBBEE Verification | 0 |
| Total possible points | | 100 |

F.3.11.4 Method 3: Financial Offer and Quality

This clause shall not be applicable.

F.3.11.5 Method 4: Financial Offer, Quality and Preference

This clause shall not be applicable.

F.3.11.7 Scoring Financial Offers

This clause shall not be applicable.

F.3.11.9 Scoring Quality

This clause shall not be applicable.

F.3.13 Acceptance of Bid Offer

F.3.13.1 Further to clause F3.13 Bid Offers will only be accepted on condition that:

- (a) The bid submission is found to be responsive and contains all the necessary returnable documents as noted in this Bid Enquiry Document.
- (b) the bidder or any of its directors is not listed on the Register of Bid 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; and
- (c) the bidder has not:
 - (i) abused the Employer's Supply Chain Management System; or
 - (ii) failed to perform on any previous contract and has been given a written notice to this effect.
- (d) the bid offer is properly completed and signed by a person authorized to sign on behalf of the Bidder;
- (e) only one bid has been submitted by a bidder. Each bidder shall submit only one bid for the same project, either individually as a bidder or as a partner in a joint venture. No firm can be a subcontractor while submitting a bid individually or as a partner of a joint venture in the same bidding process. A firm, if acting in the capacity of subcontractor in any bid, may participate in more than one bid, but only in that capacity. A bidder who submits or participates in more than one bid will cause all the proposals in which the bidder has participated to be disqualified.

F.3.17 Provide copies of contracts

The number of paper copies of the signed contract to be provided by the Employer is: **One** - But it must be noted that an original copy will have to be provided on appointment of a successful contractor when requested by RLM.

F.3.18 Provide written reasons for actions taken

This clause shall not be applicable.

CIDB Standard Conditions of Tender

(January 2009 edition)

As published in Annex F of the CIDB Standard for Uniformity in Construction Procurement in Board Notice 12 of 2009 in Government Gazette No 31823 of 30 January 2009

F.1 General

F.1.1 Actions

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

F.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

- Note:
- 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.
 - 2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

F.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

F.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

F.1.3 Interpretation

F.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

F.1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

F.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
 - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer

- or his staff or agents in the tender process; and
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
 - e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
 - f) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

F.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

F.1.5 The employer's right to accept or reject any tender offer

F.1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

F.1.5.2 The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

F.1.6 Procurement procedures

F.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

F.1.6.2 Competitive negotiation procedure

F.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

F.1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

F.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

F.1.6.2.4 The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after tenderers have been requested to submit their best and final offer.

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

F.1.6.3.2 Option 2

F.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

F.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

F.2 Tenderer's obligations

F.2.1 Eligibility

F.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

F.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

F.2.2 Cost of tendering

Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

F.2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

F.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

F.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

F.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

F.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

F.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

F.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

F.2.10 Pricing the tender offer

F.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT)), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

F.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

F.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

F.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

F.2.12 Alternative tender offers

F.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

F.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

F.2.13 Submitting a tender offer

F.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

F.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

F.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

F.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

F.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

F.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

F.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

F.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

F.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

F.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

F.2.15 Closing time

F.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

F.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

F.2.16 Tender offer validity

F.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

F.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

F.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

F.2.16.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".

F.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

F.2.18 Provide other material

F.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

F.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

F.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

F.2.20 Submit securities, bonds, policies, etc.

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

F.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

F.2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

F.2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

F.3 The employer's undertakings

F.3.1 Respond to requests from the tenderer

F.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

F.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

F.3.3 Return late tender offers

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

F.3.4 Opening of tender submissions

F.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

F.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, preferences claimed and time for completion for the main tender offer only.

F.3.4.3 Make available the record outlined in F.3.4.2 to all interested persons upon request.

F.3.5 Two-envelope system

F.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

F.3.5.2 Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

F.3.6 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

F.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

F.3.8 Test for responsiveness

F.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

F.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

F.3.9 Arithmetical errors, omissions and discrepancies

F.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

F.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
 - i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - ii) the summation of the prices.

F.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

F.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

F.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

F.3.11 Evaluation of tender offers

F.3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

F.3.11.2 Method 1: Financial offer

In the case of a financial offer:

- a) Rank tender offers from the most favourable to the least favourable comparative offer.
- b) Recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- c) Re-rank all tenderers should there be compelling and justifiable reasons not to recommend the highest ranked tenderer and recommend the highest ranked tenderer, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

F.3.11.3 Methods 2: Financial offer and preference

In the case of a financial offer and preferences:

- a) Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of F.3.11.7 and F.3.11.8.
- b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_P$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;
 N_P is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated

F.3.11.4 Method 3: Financial offer and quality

In the case of a financial offer and quality:

- a) Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of F.3.11.7 and F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_Q$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;
 N_Q is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

F.3.11.5 Method 4: Financial offer, quality and preferences

In the case of a financial offer, quality and preferences:

- a) Score each tender in respect of the financial offer made, preference claimed, if any, and the quality offered in accordance with the provisions of F.3.11.7 to F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula, unless otherwise stated in the Tender Data:

$$T_{EV} = N_{FO} + N_P + N_Q$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;
 N_P is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.
 N_Q is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

F.3.11.6 Decimal places

Score financial offers, preferences and quality, as relevant, to two decimal places.

F.3.11.7 Scoring Financial Offers

Score the financial offers of remaining responsive tender offers using the following formula:

$$N_{FO} = W_1 \times A$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer.
 W_1 is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.
 A is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

Table F.1: Formulae for calculating the value of A

| Formula | Comparison aimed at achieving | Option 1 ^a | Option 2 ^a |
|--|---|---------------------------------|-----------------------|
| 1 | Highest price or discount | $A = (1 + \frac{P - P_m}{P_m})$ | $A = P / P_m$ |
| 2 | Lowest price or percentage commission / fee | $A = (1 - \frac{P - P_m}{P_m})$ | $A = P_m / P$ |
| ^a P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration. | | | |

F.3.11.8 Scoring preferences

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences.

Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

F.3.11.9 Scoring quality

Score each of the criteria and subcriteria for quality in accordance with the provisions of the Tender Data.

Calculate the total number of tender evaluation points for quality using the following formula:

$$N_Q = W_2 \times S_Q / M_S$$

where: S_Q is the score for quality allocated to the submission under consideration; M_S is the maximum possible score for quality in respect of a submission; and
 W_2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

F.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

F.3.13 Acceptance of tender offer

Accept the tender offer, if in the opinion of the employer, it does not present any unacceptable commercial risk and only if the tenderer:

- is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- has the legal capacity to enter into the contract,
- is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- complies with the legal requirements, if any, stated in the tender data, and
- is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

F.3.14 Prepare contract documents

F.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the employer and the successful tenderer.

F.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.15 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

F.3.16 Notice to unsuccessful tenderers

F.3.16.1 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

F.3.16.2 After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

F.3.17 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

F.3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

RUSTENBURG LOCAL MUNICIPALITY

BID NO RLM/DTIS/0020/2020/21 APPOINTMENT OF SERVICE PROVIDER/S FOR THE PROVISION, SUPPLY AND DELIVERY OF LABOUR ON ELECTRICAL MAINTENANCE FOR RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF 3 YEARS

Record of Addenda to Bid documents

We confirm that the following communications received from the Employer before the submission of this Bid offer, amending the Bid documents, have been taken into account in this Bid offer:

| | Date | Title or Details |
|-----------|-------------|-------------------------|
| 1. | | |
| 2. | | |
| 3. | | |
| 4. | | |
| 5. | | |
| 6. | | |
| 7. | | |
| 8. | | |

Attach additional pages if more space is required.

Signed

Date

Name

Position

Bidder

Compulsory Enterprise Questionnaire

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

| Name* | Identity number* | Personal income tax number* |
|-------|------------------|-----------------------------|
| | | |
| | | |
| | | |

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record of 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 | |

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

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

*insert separate page if necessary

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

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

- | | |
|--|---|
| <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 the National Assembly or the National Council of Province | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <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 warrants that he/she is duly authorized to do so on behalf of the enterprise:

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Bid Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other Bidding entities submitting Bid 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;
- iv) 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 _____

Certificate of Authority for Joint Ventures

This Returnable Schedule is to be completed by joint ventures.

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

| NAME OF FIRM | % | ADDRESS | DULY AUTHORISED SIGNATORY |
|------------------------------|---|---------|--|
| Lead partner | | | Signature..... Name Designation..... |
| Joint Venture partner - 1 | | | Signature..... Name Designation..... |
| Joint Venture partner - 2 | | | Signature..... Name Designation..... |
| Joint Venture partner - 3 | | | Signature..... Name Designation..... |

Signed

Date

Name

Position

Bidder

Schedule of Proposed Subcontractors

We notify you that it is our intention to employ the following Subcontractors for work in this contract.

If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

We confirm that all subcontractors who are contracted to construct a house are registered as home builders with the National Home Builders Registration Council.

| | Name and address of proposed Subcontractor | Nature and extent of work | Previous experience with Subcontractor. |
|----|---|----------------------------------|--|
| 1. | | | |
| 2. | | | |
| 3. | | | |

Signed

Date

Name

Position

Bidder

Schedule of Plant and Equipment

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

(a) Details of major equipment that is owned by and immediately available for this contract.

| Quantity | Description, size, capacity, etc. |
|----------|-----------------------------------|
| | |

Attach additional pages if more space is required.

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

| Quantity | Description, size, capacity, etc. |
|----------|-----------------------------------|
| | |

Attach additional pages if more space is required.

Signed

Date

Name

Position

Bidder

Schedule of the Bidder's Experience

The following is a statement of similar work successfully executed by myself/ourselves:

| Employer, contact person and telephone number. | Description of contract | Value of work inclusive of VAT (Rand) | Date completed |
|--|-------------------------|---------------------------------------|----------------|
| | | | |

Signed Date

Name Position

Bidder

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

| Page | Clause or item | Proposal |
|------|----------------|----------|
| | | |

Date _____

Position _____

33

Part B



RUSTENBURG LOCAL MUNICIPALITY

MBD 2: TAX CLEARANCE CERTIFICATE

PROOF OF REGISTERED CIDB

FORM 2.2.3 PROOF OF REGISTRATION WITH CONSTRUCTION INDUSTRY DEVELOPMENT BOARD

The bidder is to affix to this page either:

One Bidder appointed.

Written proof of his registration with the CIDB as a Category of (as stated in the advert) or Higher

Or

Written proof of his application to the CIDB for registration as a contractor in the category listed above.

Note:

1. Failure to affix such documentation marked as **Annexure G** to the bid document shall result in this bid not being further considered for the award of the contract.
2. Should this bid be considered for award of the contract, based on proof of submission of application for registration in the appropriate category with the CIDB, and should proof of such subsequent registration not be forthcoming to the employer before the end of business, at the last working day, prior to evaluation by the Consultant/RLM Evaluation Team of the contract, then this bid will no longer be considered for the award of the contract.

FORM 2.2.4 DECLARATION

We, the undersigned:

Bid to supply and deliver to the Municipality all or any of the supplies and to render all or any of the articles, goods, materials, services or the like described both in this and the other Schedules to this Contract;

Agree that we will be bound by the specifications, prices, terms and conditions stipulated in those Schedules attached to this bid document, regarding delivery and execution;

Further agree to be bound by those conditions, set out in, "PARTS T1; T2; C1; C2; C3 and C4", attached hereto, should this bid be accepted in whole or in part;

Confirm that his bid may only be accepted by the Municipality by way of a duly authorized Letter of Acceptance;

Declare that we are fully acquainted with the Bid document and Schedules, and the contents thereof and that we have signed the Schedule of Quantities and completed the Returnable Schedules and declarations, attached hereto;

Declare that all amendments to the bid document have been initialized by the relevant authorized person and that the document constitutes a proper contract between the Municipality and the undersigned;

Certify that the item/s mentioned in the bid document, qualifies/qualify for the preference(s) shown;

Acknowledge that the information furnished is true and correct;

Accept that in the event of the contract being awarded as a result of preference claimed in this bid document, I may be required to furnish documentary proof to the satisfaction of the Municipality that he claims are correct. If the claims are found to be inflated, the Municipality may, in addition to any other remedy it may have, recover from me all cost, losses or damage incurred or sustained by the Municipality as a result of the award of the contract and/or cancel the contract and claim any damages which the Municipality may suffer by having to make less favourable arrangements after such cancellation;

Declare that no municipal rates and taxes or municipal service charges owed by the bidder or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three (3) months; (Attached marked **Annexure E** to the bid document) and

Declare that I have not failed to perform satisfactorily during the last five (5) years on a previous contract with the Municipality, Municipal entity or any other organ of state, after written notice was given to me that my performance was unsatisfactory.

Signed at this day of2021

Authorized Signature : _____

Name of Bidding Entity : _____

Date : _____

Witness : _____

Part D



RUSTENBURG LOCAL MUNICIPALITY



RUSTENBURG LOCAL MUNICIPALITY
DECLARATION OF INTEREST

No bid will be accepted from persons in the service of the state¹.

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.

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

3.1 Full Name of bidder or his or her representative:

3.2 Identity Number:

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

3.4 Company Registration Number:

3.5 Tax Reference Number:

3.6 VAT Registration Number:.....

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

3.8 Are you presently in the service of the state?

(Tick applicable box)

| | | | |
|-----|--|----|--|
| YES | | NO | |
|-----|--|----|--|

3.8.1 If yes, furnish particulars.

.....

¹MSCM Regulations: "in the service of the state" means to be –

(a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity; (c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or

constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

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

3.9 Have you been in the service of the state for the past twelve months?

(Tick applicable box)

| | | | |
|-----|--|----|--|
| YES | | NO | |
|-----|--|----|--|

3.9.1 If yes, furnish particulars.....

.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?

(Tick applicable box)

| | | | |
|-----|--|----|--|
| YES | | NO | |
|-----|--|----|--|

3.10.1 If yes, furnish particulars.....

.....

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

(Tick applicable box)

| | | | |
|-----|--|----|--|
| YES | | NO | |
|-----|--|----|--|

3.11.1 If yes, furnish particulars.....

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?

(Tick applicable box)

| | | | |
|-----|--|----|--|
| YES | | NO | |
|-----|--|----|--|

3.12.1 If yes, furnish particulars.....

.....

3.13 Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state?

(Tick applicable box)

| | | | |
|-----|--|----|--|
| YES | | NO | |
|-----|--|----|--|

3.13.1 If yes, furnish particulars.....

.....

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

(Tick applicable box)

| | | | |
|-----|--|----|--|
| YES | | NO | |
|-----|--|----|--|

3.14.1 If yes, furnish particulars.....

.....

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

| Full Name | Identity Number | Personal Reference Tax Number | State Employee Number |
|-----------|-----------------|-------------------------------|-----------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder



RUSTENBURG LOCAL MUNICIPALITY

SECTION 38

Having examined the BID and the general conditions thereto, I/we hereby certify that the bid price in the bid schedules and the preference points claimed are correct.

I/We furthermore certify that I/we/the Company comply/complies with the issues around Section 38 of the Supply Chain Management Policy inter alia:

IF ALL IS IN PLACE IN RESPECT OF THE CONTRACTUAL ISSUES LISTED IN THE TABLE BELOW; THE ANSWER SHOULD BE YES. ATTACH SUPPORTING INFORMATION IF ANY OF THE ANSWERS IS NO.

Note that the Municipality's Procurement Section will verify the statements.

I/we certify the following:

| No. | CONTRACTUAL ISSUES | YES | NO |
|-----|--|-----|----|
| 1. | In terms of Section 38 (1) (c) that the Bidder or any of the Directors is not listed as a person prohibited from doing business with the Public Sector | | |
| 2. | In terms of Section 38 (1)(d) (i) that the Bidder or any of the Directors does not owe rates and taxes or Municipal service charges to any Municipality that is in any arrears for more than three (3) months. Copies of the latest Municipal service charges statement of the Bidder and the Directors must be attached to the tender/bid document | | |
| 3. | In terms of Section 38 (1) (d) (ii) that the Bidder or any of the Directors has not failed to perform satisfactorily on a previous/previous contract/s with the Municipality or any organ of state | | |
| 4. | In terms of Section 38 (i) (9) that the Bidder or any of the Directors has not been convicted for fraud or corruption during the past five (5) years | | |
| 5. | In terms of Section 38 (i) (9) (iv) that the Bidder or any of the Directors has not been listed in the Register Of Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act, (Act No. 12 of 2004) | | |

.....
SIGNATURE OF BIDDER

.....2021.
DATE

.....
FULL NAME AND SURNAME OF BIDDER IN BLOCK LETTERS

COMPANY NAME:

PHYSICAL ADDRESS:

TELEPHONE NUMBER:

EMAIL ADDRESS:

WITNESS 1: WITNESS 2:



RUSTENBURG LOCAL MUNICIPALITY

MBD 5: DECLARATION OF PROCUREMENT ABOVE R10 MILLION



RUSTENBURG LOCAL MUNICIPALITY

MBD 5

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 Are you by law required to prepare annual financial statements for auditing?

| | |
|------|----|
| *YES | NO |
|------|----|

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

.....

.....

2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?

| | |
|------|----|
| *YES | NO |
|------|----|

2.1 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.

2.2 If yes, provide particulars.

.....

.....

.....

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

| | |
|------|----|
| *YES | NO |
|------|----|

3.1 If yes, furnish particulars

-
-
4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

| | |
|------|----|
| *YES | NO |
|------|----|

- 4.1 If yes, furnish particulars
-
-

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

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

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

.....
Name/s and Surname of Bidder

.....
Signature

.....
Position in the Firm/Company

.....2021
Date

Part F



RUSTENBURG LOCAL MUNICIPALITY

**MBD 6 : PREFERENCE POINTS CLAIMED IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS
2011**



RUSTENBURG LOCAL MUNICIPALITY

MBD 6.1

MBD 6.1 PREFERENCE CLAIMED IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011

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

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

1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to ~~exceed~~/ not exceed R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

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

| | POINTS |
|---|--------|
| PRICE | |
| B-BBEE STATUS LEVEL OF CONTRIBUTOR | |
| Total points for Price and B-BBEE must not exceed | 100 |

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

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:

| | | |
|----|--|-----------|
| 1) | Status level certificate issued by an authorized body or person; | B-BBEE |
| 2) | affidavit as prescribed by the B-BBEE Codes of Good Practice; | A sworn |
| 3) | requirement prescribed in terms of the B-BBEE Act; | Any other |
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

| | | |
|---|-----------|--------------|
| 80/20 | or | 90/10 |
| $P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$ | | |

Where

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

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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

| B-BBEE Status Level of Contributor | Number of points (90/10 system) | Number of points (80/20 system) |
|------------------------------------|---------------------------------|---------------------------------|
| 1 | 10 | 20 |
| 2 | 9 | 18 |
| 3 | 6 | 14 |
| 4 | 5 | 12 |
| 5 | 4 | 8 |
| 6 | 3 | 6 |
| 7 | 2 | 4 |
| 8 | 1 | 2 |
| Non-compliant contributor | 0 | 0 |

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?

(***Tick applicable box***)

| | | | |
|-----|--------------------------|----|--------------------------|
| YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
|-----|--------------------------|----|--------------------------|

- 7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(***Tick applicable box***)

| | | | |
|-----|--------------------------|----|--------------------------|
| YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
|-----|--------------------------|----|--------------------------|

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

| Designated Group: An EME or QSE which is at least 51% owned by: | EME √ | QSE √ |
|---|----------|----------|
| Black people | | |
| Black people who are youth | | |
| Black people who are women | | |
| Black people with disabilities | | |
| Black people living in rural or underdeveloped areas or townships | | |
| Cooperative owned by black people | | |
| Black people who are military veterans | | |
| OR | | |
| Any EME | | |
| Any QSE | | |

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

8.8 Total number of years the company/firm has been in business:.....

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

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

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

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

| WITNESSES | |
|-------------|-------|
| 1 | |
| 2 | |
| DATE: | |

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER [RLM])

1. I..... in my capacity as.....

MBD 8: DECLARATION OF ABUSE OF SUPPLY CHAIN MANAGEMENT SYSTEM

accept your bid under reference number
.....dated.....for the rendering of services indicated
hereunder and/or further specified in the annexure(s).

2. An official order indicating service delivery instructions is forthcoming.

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

3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

.....
.....
DATE:

Part G



RUSTENBURG LOCAL MUNICIPALITY

MBD 8 : DECLARATION OF THE BIDDERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES

RUSTENBURG LOCAL MUNICIPALITY

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

| Item | Question | Yes | No |
|-------|---|---------------------------------|--------------------------------|
| 4.1 | Is the bidder or any of its directors listed on the National Treasury's Database 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 <i>audi alteram partem</i> 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. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.1.1 | If so, furnish particulars: | | |
| 4.2 | Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? 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. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.2.1 | If so, furnish particulars: | | |
| 4.3 | Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.3.1 | If so, furnish particulars: | | |
| 4.4 | Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.4.1 | If so, furnish particulars | | |



RUSTENBURG LOCAL MUNICIPALITY
CERTIFICATION

I, THE UNDERSIGNED (FULL NAME).....

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

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

.....
Name/s and Surname of Bidder

.....
Signature

.....
Position In the Firm/Company

.....
Date

Part H



RUSTENBURG LOCAL MUNICIPALITY

CERTIFICATE OF INDEPENDENT BID DETERMINATION



RUSTENBURG LOCAL MUNICIPALITY

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

³ 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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder



RUSTENBURG LOCAL MUNICIPALITY

SITE INFORMATION / SCOPE OF WORK

RUSTENBURG LOCAL MUNICIPALITY

BID NO RLM/DTIS/0020/2020/21 APPOINTMENT OF SERVICE PROVIDER/S FOR THE PROVISION, SUPPLY AND DELIVERY OF LABOUR ON ELECTRICAL MAINTENANCE FOR RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF 3 YEARS

C3 Scope of Work

1 EMPLOYERS OBJECTIVE

The objective is to appoint a Contractor/s for the execution of labour related works **as and when needed** to assist the Unit Electrical Engineering services in the renovating, upgrading maintenance and construction work as and when required. The schedule of Quantities is for labour only. Supply of any material when instructed shall only be as per proven cost plus a fixed mark-up as will be determined by the RLM.

The schedule of quantities will be used as a basis for payment certificates and will be re-measurable on actual work done.

EXTEND OF THE WORKS

Background

This tender is based on a "Bill of Quantity" which is a breakdown of all possible labour work that could be done if and when needed within the contract period BASED ON THE ELECTRICAL FIELD OF THIS TENDER. This type of contract consists of an enormous amount of small works orders issued and managed by different authorized RLM units and officials. The APPOINTED contractor/S and his team are regarded as RLM employees for the duration of the contract and must act when instructed.

This includes **special appointments in writing** to request a complete standby team for Public Holidays, the Festive Season etc. The RLM dictates and officially instruct the Contractor to have a 24 hour standby team available to attend to all Construction and Maintenance issues by authorized RLM officials with a defined response time.

Discussion

The "Bill of Quantity" tender required fixed prices to be submitted per item (type of work). The bill consists merely of a unit rate for **Labour. (Which includes plant and material that the Contractor must supply such as lugs, sleeves etc.)** As can be seen in the "Bill of Quantity and specified in the technical specifications".

A fixed percentage (15%) mark up on requested **Material/equipment, in the event that the RLM cannot supply for whatever reason.**

The site and type of works are as follows:

Greater Rustenburg area – all required scheduled and unscheduled construction, maintenance and emergency electrical works BASED ON THE ELECTRICAL FIELD OF THIS TENDER in town as well as in the outskirts and rural areas. As required by the Directorate: Technical and Infrastructural Services.

Contractor's Site Camp

the successful contractor will be requested to erect a site camp at a centralized location within the jurisdiction of the RLM. The exact location of the site camp will be the responsibility of the successful contractor and will be established after the contract handover. The contractor shall make his own arrangements for services as well as sufficient security, to the satisfaction of the Engineer, at the site camp and as indicated in the "Bill of Quantity" under Preliminary & General.

Note that security guards can only be claimed extra if the RLM instruct the contractor to safeguard any RLM asset.

All other material, even the materials supplied by council and assets of the contractor that needs to be safeguarded is the responsibility of the contractor.

SCOPE OF WORK

The contract comprises of the execution of all required scheduled and unscheduled construction, maintenance and emergency electrical works. The breakdown on the "Bill of Quantity" gives a fair indication of what might be expected.

The works in general comprise of the following:

- Underground high voltage network and equipment
- Underground low voltage network and equipment
- Overhead high voltage network and equipment
- Overhead low voltage network and equipment
- Drilling
- Electrical connections
- Emergency works
- Scheduled Preventative Electrical Maintenance
- All possible works as per Schedule of Quantity

PLANT AND EQUIPMENT

All material for the work shall be issued by the Client (RLM). The contractor will responsible for taking delivery, the safe storage thereof and the installation of the equipment.

A fixed percentage (15%) mark up on requested Material/equipment, in the event that the RLM cannot supply for whatever reason.

All other plant and construction equipment will be the responsibility of the contractor.

ACCESS TO WORKING SITES

Strict access control of the working site will be exercised by the contractor. No unauthorized person/s may enter the construction site.

PROGRAMMING OF WORKS

All works will be undertaken in the network being fully operational. Works might be executed close to live equipment. An important consideration to all tenders will be the detailed construction and commissioning planning together with the representative of the Engineer of and Rustenburg Local Municipality to ensure the efficient execution of the project without unscheduled interruptions.

Some of the work will as a result of the above have to be undertaken after hours or during weekends when the peak demands of the infrastructure system is lower than normal. Allowance for afterhours work shall form part of the offer.

The contractor shall program and execute the work in such a way that the least possible disruption is caused to other construction activities, traffic and residents.

The contractor will further be required to compile and submit detailed outage planning, commissioning plan as well as an activity schedule on certain identified projects.

SUPERVISION

The works shall at all times be carried under the supervision of skilled and competent representative of the contractor.

The representative shall also be authorized to receive instructions on behalf of the contractor.

NOTICES

The contractor shall issue all notices and make the necessary arrangements with the supply authorities/clients with respect to the installation. The contractor shall further take full responsibility for any damages caused to existing services, and will be held responsible for the cost of repairs.

The contractor shall issue all notices regarding switching operations to consumers affected by such operations.

RUSTENBURG LOCAL MUNICIPALITY

DIRECTORATE: TECHNICAL & INFRASTRUCTURAL SERVICES

UNIT: ELECTRICAL ENGINEERING SERVICES

TECHNICAL & FINANCIAL ORDER PROCEDURES

Annual Labour Tenders

| |
|---|
| Electrical Engineering Services / Procurement order- Procedure |
|---|

Objectives

- To provide consistent assistance in the issue of official orders for all scheduled and unscheduled Labour related electrical projects and maintenance if and when needed.

Principles

- This procedure describes the method of issuing official works orders to the different Municipal approved labour contractors to assist in the execution of all labour related and maintenance repair works as and when needed, including inspections and payment.

Works order outlay

- The Works order (letter) will include the following:
 - Contractor's name
 - **Bid number**
 - **Vote number**
 - Project name
 - Description of work to be executed
 - Name of Planner
 - Job card number

Procedures – Relevant Work Flow

The following Work Flow procedures are applicable after approval to commence:

- Safety Procedures
- Technical Procedures
- Issuing, Handling and storage of Material
- Standard of Works
- Inspections and signing of the Jobcard by Superintendent: Electrical Distribution or his delegate
- Certification of material used
- Approval of Payment Certificates
- Submission to Directorate: Finance for payment.
- Submission of copy to Drafting Office for the updating of Drawings.
- Filing.

Procedures - scheduled work

The following procedures are applicable:

A) Project and Works Request – Scheduled Work

- Official / Planner compile all relevant information for the project, which shall include the job card, drawings, a schedule of quantities and a requisition.
- The fully completed and signed Job card, marked **Departmental**, is to be submitted to the Administration Official for capturing in the system files.
- The fully completed and signed Job card is then submitted to the Superintendent: Electrical Distribution or his delegate together with the blue material requisitions.
- The Superintendent: Electrical Distribution or his delegate will assess and schedule the Jobcard to be attended to by either:

- In-house by municipal electricians (No relevant order necessary) or
 - To outsource to the relevant Contractor (Order relevant).
-

B) In-house By Municipal Electricians

No order needs to be issued.

C) Outsource To The Relevant Contractor.

The fully completed and signed Job card, marked **Departmental**, submitted to the Superintendent: Electrical Distribution or his delegate together with the blue material requisitions will be marked **Contractor** and be returned to the Administration Official / Planner.

- The Administration Official / Planner draft a standard letter of appointment to the contractor.
- The Head: Electrical Engineering Services or his delegate approves the letter of appointment.
- Based on the labour schedule of Quantity as per tender and timeframe to execute the work an assessment/quotation shall be requested from the Contractor to establish the cost involved.
- A green requisition will be submitted to the procurement section for the issuing of an official order on the relevant vote number/s to execute the work.
- Once the order is received the contractor may commence with the scheduled work.
- Material not available in store shall be supplied by the contractor at proven cost plus 10%.

Procedures - Unscheduled Work

The following procedures are applicable:

D) Project And Works Request – Unscheduled Work

- The Head Electrical Engineering/ the Superintendent: Electrical Distribution or his delegate will **assess the electrical situation at hand** and will issue a verbal instruction to be attended to by either:
 - In-house by municipal electricians or
 - To outsource to the relevant Contractor.

E) Inhouse by Municipal Electricians

No order needs to be issued.

F) Outsource to the Relevant Contractor.

The Head Electrical Engineering/ the Superintendent: Electrical Distribution or his delegate **will assess the electrical situation at hand and will issue a verbal instruction** to the relevant Contractor to attend to the situation. The contractor will commence with the work.

- The **Electrical Situation** and **Time of Instruction** and the **Material Supply List for collection** will be noted by the official issuing the instruction and submit it **daily** to the Administration Official / Planner.
- The Administration Official / Planner when received will draft the standard Works order (letter) accordingly.
- The Head: Electrical Engineering Services or his delegate approves and signs the letter of appointment.
- Material not available in store shall be supplied by the contractor at proven cost plus 10%.
- Based on the labour schedule of Quantity and timeframe to execute the work Contractor a green requisition to the procurement section for the issuing of an official order to enable the payment of the Contractor for work executed.
- A monthly report to be submitted on unscheduled work

Handling and Issuing of Material

- All Material short supplied, deviations, inspections or extra material supplied by contractor must be indicated and signed of by an RLM official, Planner, Superintendent: Electrical Distribution or his delegate.
- Material indicated on original requisitions, which is not available in store, shall be supplied by the contractor at proven cost plus 15%.
- All material that becomes available due to dismantling of existing infrastructure such as overhead line conductors, poles etc. during maintenance and/or upgrading of electrical networks shall be measured and returned to the Municipal stores in the following manner:
 - Recoverable material, which is removed from the stores during the process and which is still serviceable, shall be returned to the store for credit on the applicable vote number.
 - Unserviceable / redundant material shall be identified by the planner as scrap and shall be returned to the stores for the annual auction.
 - A copy of the official return form signed by the store manager shall be submitted to the relevant planner for project auditing purposes and shall be attached to the Job card.

Execution of Projects and Works

- The planner is the sole Project Manager on his projects and shall ensure that the work is executed to the standards and time limits he/she has set.
- Planner ensures the timely availability of the material for the contractor to collect.
- **Material shall only be submitted to the contractor for collection when the original Contractor's Job card is submitted for signature of material issued.**
- All works executed by the contractor shall be under the supervision of a qualified electrician. Responsible person on site (Electrician) for each project)
- All house connections (**if instructed to do**) shall be executed within 2 working days of receiving the letter of appointment.
- Project meetings with the contractor will be held two weekly unless otherwise requested to monitor the progress of projects and material availability.

All work done on Medium Voltage Equipment

- **No work** are to be carried out on Medium Voltage (33 & 11 kV) Lines, Cables, and Equipment without the person on charge of the actual work is in possession of a valid Permit⁽¹⁾, issued by an Authorized Person⁽²⁾.
- All work carried out must be in accordance with the Occupational Health & Safety Act (Act 85 of 1993) (as amended) or any other Act of Government or By-law of Rustenburg Local Municipality concerning electricity and/or safety procedures.
- The Contractor must satisfy him-/herself that the system/equipment is "dead" i.e. carrying no potential between any part of the equipment and earth, by earthing any part of the equipment that might become "alive" for whatever reason.
- Only when the work is completely done and all personnel are safe, shall the contractor remove his earthing equipment and declare the equipment safe to be switched on.
- All permits issued must be "Signed Off" and returned to the person who issued the permit or his/her authorised representative before the system will be switched on.
- Any person that deviates from the procedure will be charged in terms the Occupational Health & Safety Act or any other relevant Act.
- Gross negligence of the procedure may lead to the cancellation of the contract between Rustenburg Local Municipality and the contractor.

Interim Inspections

- All interim inspections to be executed (trenches, cables, backfilling) shall be signed in on **original Contractor's Job card** or written in the interim inspection book for reference for the Superintendent: Electrical Distribution when the final Handover inspection is requested.

Completion of Projects and Works

- After completion of the works, the contractor submits a written request for hand-over inspection to the relevant planner, which shall be handed to the Superintendent: Electrical Distribution or his delegate after the weekly meeting.
- The requested inspections are then written in the interim inspection book and the inspection dates is scheduled in the meeting.
- A handover inspection is conducted with the contractor, planner and distribution section and the Construction Engineer where relevant.
- Earth resistance tests to be conducted on site where applicable.
- Handover certificate is to be completed on site by all parties when successful.
- **Note:** No snag list will be accepted and a re-inspection must be arranged. (Penalties may be imposed by the planner on the payment certificate on such re-inspections if the re-inspection is due to negligence on the contractor's side).

Payment

- The completed and signed **Original** Job card, marked **Contractor**, that was attached to the letter of appointment shall be returned with all information like deviations, inspections, extra material supplied by contractor, shall be returned together with the Handover certificate to the Planner within **three** days of completion of works.
- Contractor must hand his invoice with a copy of the schedule of quantities and abovementioned Job card to the Planner for evaluation and approval at least **three** days prior to approval of payment.
- An Engineer's Certificate is signed off by the relevant Officials and submitted to the Head: Electrical Engineering Services for final approval and signature.
- Copy of Handover Certificate and Schedule of Quantities together with Tax Invoice must accompany Engineer's Certificate.
- After approval, the complete document is sent to Directorate: Finance for payment.
- Copy of all relevant and completed documents must be filed for Audit purposes.

Special Notes

The planner is the sole Project Manager on his projects and shall manage his projects to be completed within scheduled time frames.

The relevant planner will be held liable if it is found during the audit process that the technical and financial procedures are not properly been adhered to.

Permit⁽¹⁾ – A valid document, duly signed by a person that has the authority to do so, which allowed the contractor to carry out any work on medium voltage apparatus of Rustenburg Local Municipality.

Person⁽²⁾ - Any person that is an employee of Rustenburg Local Municipality authorized by the Head: Electrical Engineering Services to issue medium voltage permits.

Inspections

All inspections to be carried out in accordance with the "Inspection Guidelines".

Overhead Line Inspections: Hand-over inspection must be carried out before Final

- Live connection is made.
- Contractor to ensure that works are completed prior to arranging an inspection.

Technical

Planners must take care that all projects are correctly identified.

Contractor to obtain MV permits from the unit prior to the execution of any work.

Ensure Shutdown and Safety:

Work on main MV ring-feed cables will proceed until network is repaired and power can be restored to normal.

Planner and Contractor must ensure that all materials are available before work commences.

All trenches must be barricaded according to specifications and inspected daily.

Test instruments must be calibrated.

Coloured heat-shrink to be used on phases with black insulated conductors.

Notice for "Discontinuation of Electricity" to be given at least 3 working days in advance to ensure proper notice is given to affected customers.

Contractor to arrange own container/site for storing material.

Contractor to forward minutes of safety meetings to the unit.

Retention (where applicable) is applicable on craftsmanship of work.

Other

Planners shall be present at all final inspections.

Standard of works to be verified/checked by Contractor.

Safety with streetlight switching – all electricians and contractors to made aware prior to any switching on the network is done.

All invoices to be submitted with application for final inspections.

All work to be marked as agreed upon.

No payment shall be claimed for trenches not excavate according to specifications, which has to be re-excavate.

All payments made regarding Maintenance to be approved by Superintendent: Electrical Distribution or his delegate.

Contractor shall issue a work schedule and due date for each new long term project.

END OF PROCEDURE

Part J



RUSTENBURG LOCAL MUNICIPALITY

TERMS OF REFERENCE

RUSTENBURG LOCAL MUNICIPALITY
(To be completed by Bidder)

Contract between the Employer and Bidder in terms of Section 37(2) of the Occupational Health and Safety Act.

The Employer and the Bidder hereby agree, in terms of the provisions of Section 37(2) and Section 10 of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as the Act, that the following arrangement and procedures shall apply between them to ensure compliance by the Bidder with the provisions of the Act, namely:-

The Bidder undertake to acquaint the appropriate officials and employees, including temporary employees, of the Bidder with all relevant provisions of the Act and the Regulations promulgated in terms of the Act.

The Bidder undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations will be fully complied with.

The Bidder hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolve the Rustenburg Local Municipality from itself being obliged to comply with any of the aforesaid duties, obligations and prohibitions.

The Bidder agrees that all duly authorized officials of the Rustenburg Local Municipality shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the Bidder has complied with his undertakings as set out more fully in paragraphs 1 and 2 above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Bidder, or to inspect any appropriate records held by the Bidder.

The Bidder shall be obliged to report forthwith to the Rustenburg Local Municipality any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Contract Number:..... Description:.....

.....

Signed on behalf of Rustenburg Local Municipality:

Signed on behalf of the Bidder:

Date:

Date:

Signature:

Signature:

Designation:

Designation:

Address: P O Box 16

Address:

RUSTENBURG

.....

RUSTENBURG LOCAL MUNICIPALITY

UNIT: ELECTRICAL ENGINEERING SERVICES

FORM J - BANK DETAILS: COMPANY

NAME OF BIDDER:.....

NAME OF BANK:.....

BRANCH AND BRANCH CODE:.....

CONTACT PERSON:.....

DESIGNATION:.....

TELEPHONE NUMBER:.....

NAME OF ACCOUNT HOLDER:.....

TYPE OF ACCOUNT:.....

ACCOUNT NUMBER:.....

BID AMOUNT:.....

CONTRACT PERIOD:.....

BANK CODE RECEIVED:.....

The Tenderer shall provide information about his commercial position, which includes information necessary for the Employer to evaluate the Tenderer's financial standing.

To that end the Tenderer must provide with his tender a bank rating, certified by his banker, to the effect that he will be able to successfully complete the contract at the tendered amount within the specified time for completion.

Failure to provide either the required bank details and a letter from the bank stating your financial capability / a certified bank rating with his tender, will lead to the conclusion that the Tenderer does not have the necessary financial resources at his disposal to complete the contract successfully within the specified time for completion.

RUSTENBURG LOCAL MUNICIPALITY

C1.1 Form of Offer and Acceptance (Agreement)

Offer

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

BID NO RLM/DTIS/0020/2020/21 APPOINTMENT OF SERVICE PROVIDER/S FOR THE PROVISION, SUPPLY AND DELIVERY OF LABOUR ON ELECTRICAL MAINTENANCE FOR RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF 3 YEARS

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

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

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

..... Rand (in words);

R (in figures)

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

Signature Date

Name

Capacity

The Bidder
(Company Name)

Signature of Witness Date

Acceptance

By signing this part of this form of offer and acceptance, the employer identified below accepts the Bidder'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 Bidder's offer shall form an agreement between the employer and the Bidder upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

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

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

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

The Bidder shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfill 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 Bidder receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the Bidder (now contractor) within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature Date

Name

Capacity

The Employer

Rustenburg Local Municipality
Missionary Mpheni House
c/o Beyers Naude & Nelson Mandela Drive
Rustenburg

Signature of witness Date

Schedule of Deviations

1. Subject
Details
.....
2. Subject
Details
.....
3. Subject
Details
.....
4. Subject
Details
.....

5. Subject
Details
.....

By the duly authorized representatives signing this agreement, the employer and the Bidder agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the Bid data and addenda thereto as listed in the Bid schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Bidder 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 Bid documents and the receipt by the Bidder 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 BIDDER:

Signature(s)

Name(s)

FOR THE EMPLOYER

Signature(s)

Name(s)

RUSTENBURG LOCAL MUNICIPALITY

BID NO RLM/DTIS/0020/2020/21 APPOINTMENT OF SERVICE PROVIDER/S FOR THE PROVISION, SUPPLY AND DELIVERY OF LABOUR ON ELECTRICAL MAINTENANCE FOR RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF 3 YEARS

C1.2 Contract Data

The General Conditions of Contract for Construction Works (2004) published by the South African Institution of Electrical Engineering, is applicable to this contract. Copies of these conditions of contract may be obtained from the South African Institution of Electrical Engineering (Tel 011-805 59;47).

The General Conditions of Contract for Construction Works make several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the general conditions of contract.

Also The "General Conditions of Contract, Electrical and Mechanical Engineering Works", First Edition (1985), issued by the South African Association of Consulting Engineers (S.A.A.C.E.) will be applicable to this contract and is obtainable direct from S.A.A.C.E.

SPECIAL CONDITIONS OF CONTRACT

The following clauses simplify the General Conditions of Contract and highlight areas in that document that require specific attention, and where further details are required to suit the particular circumstances of each contract and the specific locality of the Works.

NB: Certain information below is to be supplied by the successful Tenderer (Contractor) and shall be included with his tender.

Definitions (Clause 1)

- Employer: The Employer shall be **Rustenburg Local Municipality**
- Engineer: The Engineer shall be **Edgar Phiri**
- Completion Date: As per schedule

Precedence of documents (Clause 4.3)

The various documents concerning the Contract shall rank in the following order of precedence.

- i. Form of Agreement
- ii. Special Conditions of Contract
- iii. Conditions of Contract
- iv. Detail Specification
- v. Schedule of Quantities
- vi. General Technical Specification

Time for completion (Clause 7.1)

As per completion date

Performance Bond or Surety (Clause 9)

The successful tenderer will be requested to issue a surety of which the particulars is stipulated below:

- Value of surety: 10% of tendered contract value
- Period of validity: 14 days after final handover
- Procedure if forfeit: Arbitration

- Arrangements for release: Written request to the Engineer
- Currency of bond: South African Rands

Programme (Clause 12.1) (When requested)

Time limit for submission of programme is 7 days after acceptance of tender.

Contractor's Equipment (Clause 14.1)

The Employer shall not provide any equipment or facilities.

Material and Equipment (Clause 14.2)

The Contractor shall be liable until the contract is taken over by the Employer.

Electricity and Water (Clause 14.3)

No electricity or water is available on site.

Employer's Lifting Equipment (Clause 14.4)

The Employer will supply no lifting equipment.

Limit of Liability (Clause 16.4)

Contractor's liability shall not exceed 100% of the contract value.

The Contractor's liability shall expire 12 months after the RLM Engineer has issued the taking-over certificate to the Contractor for each job.

Insurance of Works (Clause 17.1)

The amount of insurance during Defects Liability Period shall be 10% of the contract value.

Amount of Third Party Insurance cover of Tenderer (Clause 17.2)

The minimum sum of the Third Party Insurance cover shall be R2,000,000-00.

Occupational Health and Safety Act (Clause 18.3)

Add the following sub clause after Clause 18.2:

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

- i. The Contractor undertakes to acquaint the appropriate officials and Employees of the Contractor with all relevant provisions of the Act and the regulations promulgated in terms of the Act.
- ii. The Contractor undertakes that all-relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations will be fully complied with.
- iii. The Contractor hereby accepts sole liability for such due compliance with the relevant duties; obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from itself being obliged to comply with any of the aforesaid duties, obligations and prohibitions.
- iv. The Contractor agrees that any duly authorized officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the Contractor has complied with his undertakings as set out more fully in paragraphs (a) and (b) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or to inspect any appropriate records held by the Contractor.
- v. The Contractor shall be obliged to report forthwith to the Employer and Engineer any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this contract, and shall, on written demand, provide full details in writing, to the Employer and Engineer, of such investigation, complaint or criminal charge."

Import permits (Clause 20.6)

The Contractor shall obtain all the necessary permits at his own cost.

Time for completion (Clause 30)

Add the following to this clause:

"Delays due to abnormal weather which may occur will not automatically entitle the Contractor to an extension of time for the completion of the works. Only under justifiable circumstances and at the sole discretion of the Engineer will extension of time due to abnormal weather conditions be granted."

Delay in completion (Clause 31.1)

Replace this clause with the following:

"If the Contractor shall fail to complete the works or sections thereof within the period prescribed in clause 7.1 hereof, or within the period agreed on by the Employer at the time of acceptance of the tender, or within such extended period as may have been granted in terms of clause 30 hereof, the Contractor shall pay the Employer the sum of R 250-00 as penalty in respect of such failure for each day which expires between the time prescribed by clause 2.2.1 hereof, or the period agreed on at the time of acceptance of the tender, or the extended period as the case may be, and the date of completion of the works.

The Employer may in his sole discretion reduce the penalty amount on completion of the works.

Bonus (Clause 31.3)

Bonus for early completion shall not be applicable to this contract.

Defects liability period (Clause 33.1)

The Defects liability period shall be 12 months.

Liability after taking over (Clause 33.3)

The Contractor shall be liable for latent and patent defects for a period of 12 months from the date of taking over.

Notice of Defects (Clause 33.11)

The extension of the defects liability period shall not exceed 12 months.

Variations exceeding 20 percent (Clause 34.5) (N/A)

This tender is a Contractual time based contract and not a Contractual amount based contract due to the amount of different works / projects and "Bills of Quantities" over the contract period

Notwithstanding anything to the contrary contained in the General Conditions of Contract, the Employer reserves the right to decrease the amount of work to be done under this contract without any adjustment to the tendered rates.

Ownership of plant (Clause 35.1)

All plant -

a) upon delivery to site, or

b) when stored at places other than on the Site and for which a written agreement between the Contractor and the Employer has been signed, by which agreement the provisions of this clause become applicable to such plant

Shall immediately upon delivery to the Site, or, in the case of material not delivered to Site, immediately after signing the said agreement, become the property of the Employer. All equipment not delivered to site shall be clearly marked indicating that the Employer owns the equipment.

The Contractor shall, prior to delivery to the Site or prior to the signing of the above said Agreement regarding plant being stored at places other than on the site, furnish proof of his ownership of all plant.

Advance and Progress Payments (Clause 37.5)

Advance and progress payments shall

- i. only be made for completed plant, and shall not be made for plant in any other stage of manufacture
- ii. only be made in terms of the provisions of Clause 35.1 hereof.

Payment conditions (Clause 40)

The following payment conditions shall apply:

For the supply and delivery of plant:

- i. 80% of the tendered rate when the Engineer certifies that the plant has been delivered to site in good condition and the contractor has submitted proof of ownership of the plant.
- ii. 15% of the tendered rate on completion of installation in compliance with specification.
- iii. 2.5% when equipment and/or material is successfully commissioned.
- iv. 2.5% after the defects liability period has expired where required.

For the installation, commissioning and testing:

- i. 95% of the tendered rate on completion of installation in compliance with the specifications.
- ii. 2.5% when equipment and/or material is successfully commissioned.
- iii. 2.5% after the defects liability period has expired where required.

The Employer will make payment to the Contractor within thirty (30) days from receipt of the payment certificate.

Notices (Clause 50)

The Contractor's domicilium citandi is:

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

The Employer's domicilium citandi is:

RUSTENBURG LOCAL MUNICIPALITY

Missionary Mpheni House

C/O Beyers Naude and Nelson Mandela Drive

Rustenburg 0299

Default by the Employer

Failure to pay the Contractor within 30 days after certification by the Engineer.

Changes in cost

The tendered rates shall be firm and fixed and shall not be subject to contract price adjustment.

The tendered rates shall be firm and fixed and shall not be subject to contract price adjustment. Labour prices may be increased as per tender each 12 months.

REQUIREMENTS FOR BIDDING

1. PRE-BID BRIEFING AND SITE INSPECTION

1.1 NO COMPULSORY BID BRIEFING SESSION

Bidders can address questions through the RLM team by sending emails to Mr J Masinga and Mr Joseph Kgatle. No telephonic enquiries will be entertained.

1.2 INSPECTION OF SITE

The Bidder must acquaint himself with all conditions in Rustenburg Electrical Supply area and must ensure that he price accordingly to ensure execution of work without financial losses. The Bidder shall inspect and examine the Sites and its surroundings and shall satisfy himself before submitting his bid as to the nature of the ground and subsoil so far as is practicable, the form and nature of the Sites, the possible quantities and nature of the work and materials (if requested) necessary for the completion of the Works and the means of access to the Site, the possible accommodation he may require and, in general, shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect his bid.

2. UNCERTAINTIES

Uncertainties and doubts as to the meaning and interpretation of items in these documents and drawings shall be referred to the Engineer for explanation and, if necessary, correction before bids is submitted.

3. ACCEPTANCE OF BID

The lowest or any bid will not necessarily be accepted. Any bid which does not comply with the requirements stated in these documents may be considered invalid. Bidders may include with their bids any descriptive matter which, if referred to in the bid, will form part of the bid. In case of any discrepancy, however, the issued bid and contract documents and information completed therein by the Bidder will be considered as the valid and binding bid.

4. FOREIGN BIDDERS

Bidders not domiciled in the Republic of South Africa shall state the name and address of their accredited or intended agents. Failure to do so may invalidate the Bid.

5. TELEGRAPHIC BIDS

Telegraphic or telexed bids will not be accepted.

6. SUBMISSION OF BIDS

Each Bidder is required to return the complete set of bid documents with all the required information and completed in all respects.

Do not use tippex

The document must be completed with black pen only.

Mistakes made by the Bidder in the completion of the schedule of quantities, forms, etc, shall not be erased. A line shall be drawn through the incorrect entry and the correct entry shall be written above and the correction initialized by the Bidder. Failure to observe this rule may lead to the bid being disqualified.

7. SIGNING OF BID

The bid must be signed and fully completed.

A bid submitted by a joint venture of two or more firms must be accompanied by the document of formation of the joint venture, duly registered and authenticated by a notary public or other official deputed to witness sworn statements, in which is precisely defined the conditions under which the joint venture will function, its period of duration, the persons authorized to represent it and obligated thereby, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning.

8. ALTERATIONS TO BID DOCUMENTS

No unauthorized alteration or addition shall be made to the Form of Bid, to the Schedule of Quantities or to any other portion of the bid documents. If any alteration or addition is made or if the Schedule of Quantities is not properly completed, the bid may be rejected.

9. PERIOD OF VALIDITY OF BIDS AND WITHDRAWAL OF BID AFTER CLOSING DATE

All bids shall remain valid for a period of ninety (90) days after the time and date set for the opening of bids, or until the Bidder is relieved of this obligation by the Employer in writing at an earlier date

Should a Bidder:

- (a) withdraw his bid during the period of its validity; or
- (b) give notice of his inability to execute the contract or fail to execute the contract; or
- (c) fail to sign the contract agreement or furnish the required security within the period fixed in the Appendix to Bid or any extended time agreed to by the Employer;
then he shall be liable for and pay to the Employer:
 - (i) all expenses incurred by the Employer in calling for fresh bids, if required;
 - (ii) the difference between his bid and any less favourable bid accepted either by calling for fresh bids or by accepting another bid from those already received;
 - (iii) any escalation of the final contract price resulting from any delay caused in calling for fresh bids, provided always that the Employer may exempt a Bidder from the provisions hereof if he is of the opinion that the circumstances justify the exemption.

10. REPUDIATION OF BID OR INVALIDATION OF CONTRACT

If the Employer is satisfied that the Bidder or any person being an Employee, partner, director or shareholder of the Bidder or a person acting on behalf of or with the knowledge of the Bidder:

- (a) has offered, promised or given a bribe or other gift or remuneration to any person in connection with the obtaining or execution of the contract;
- (b) has acted in a fraudulent or corrupt manner in obtaining or executing the contract;
- (c) has approached an officer or Employee of the Employer or Engineer with the object of influencing the award of the contract in the Bidder's favour;
- (d) has entered into any agreement or arrangement, whether legally binding or not, with any other person, firm or company:
 - (i) to refrain from bidding for this contract;
 - (ii) as to the amount of the bid to be submitted by either party;
- (e) has disclosed to any other person, firm or company other than the Employer, the exact or approximate amount of his proposed bid, except where the disclosure, in confidence, was necessary in order to obtain insurance premium quotations required for the preparation of the bid;

the Employer may, in addition to using any other legal remedies, repudiate the bid or declare the contract invalid should it have been concluded already.

11. ADDITIONAL INFORMATION REQUIRED

The Employer may ask any Bidder to clarify any aspect of his bid but the Bidder will not be permitted to alter the bid sum after bids have been opened.

All written information submitted by the Bidder together with and in support of his bid shall be considered to form the basis on which the bid has been prepared and submitted.

12. AMENDMENTS TO BID BY EMPLOYER

The Employer reserves the right to adjust arithmetical errors in the extension of rates and totals in the bid and the Bidder will be informed of the effect of any corrections on his bid sum prior to the award of the contract. In no case will bidden rates be adjusted when correcting such errors.

In the event of there being bidden rates or prices which are declared by the Employer to be unacceptable to him, because they are either excessively low or high or not in proper balance with other rates, the Bidder may be required to produce evidence and advance arguments in support of the bidden rates or prices objected to. If after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the bidden rates or prices objected to, he may request the Bidder to amend these rates and prices along the lines indicated by him.

The Bidder then has the option to alter and/or amend the rates and prices objected to and such other related prices as are agreed to by the Employer, but this shall be done without altering the bid sum.

Should the Bidder fail to amend his bid in a manner acceptable to the Employer, it may prejudice his bid.

13. SCHEDULES TO BE COMPLETED
All schedules of these documents shall be filled in and completed by Bidders to the extent indicated in the document. Non-compliance with this requirement may invalidate a bid.
14. SCHEDULE OF SUB-CONTRACTORS
The Bidder shall state in the Schedule of Proposed Sub-Contractors the names of any sub-Contractors he proposes to employ to assist him to complete the Works and the proposed extent of the sub-Contractor's responsibilities.
15. ALTERNATIVE OFFERS
If the Bidder wishes to submit alternative offers in place of any of the provisions of the Requirements for Bidding, Conditions of Contract, Specification or Schedules, he shall set out details of his proposals in the Statement of Compliance or of Qualifications by the Bidder.
16. PRICING OF BIDS
The bid rates shall be firm and fixed per financial contract year. Contract price adjustment will be applicable on this contract on a contractual year basis as declared in tender on labour prices only.
The bid rates in the "Bill of Quantity" shall be recalculated. Failure to submit a completed and correct price schedule will invalid the bid.
17. FOREIGN EXCHANGE RISKS (WHEN REQUESTED)
Preference will be given to Bids in which forward cover against foreign exchange variations will be provided by the Bidder. The Bidder shall state in the Price Adjustment Schedule whether he will provide this cover. If no mention is made, it is accepted that the Contractor allowed in his Bid Price for forward cover against foreign exchange variations. If the Contract Price or part thereof is subject to adjustment for variations in rates of foreign exchange the rate applying shall be that ruling at the date for the contractual dispatch ex-factory.
18. VALUE ADDED TAX
The Total evaluation Bid Price shall include VAT.
19. SPECIAL REQUIREMENTS FOR BIDDING PERTAINING TO THIS ENQUIRY
Special requirements for bidding, if any, are stipulated separately in Form C of the Forms to be completed. Bidders will be entitled to qualify their bids in respect of any special requirements contained in Form C of the Forms to be completed.
20. SUFFICIENCY OF BID
The Bidder shall be deemed to have satisfied himself before bidding as to the correctness and sufficiency of his bid for the Works and of the rates and prices he has stated in the Schedules, which rates and prices shall cover all his obligations under the contract and all matters and things necessary for the proper completion of the Works.
21. PAYMENTS TO CONTRACTORS
In terms of the South African Revenue Service's Directive dated 1 July 1998, Contractors shall obtain a letter from the South African Revenue Services confirming that he is a VAT, Income Tax and Provisional taxpayer of good standing before any payments can be made on any contract.
The successful bidder shall therefore obtain the letter in terms of the South African Revenue Services Directive and shall submit the letter to the Engineer prior to the submission of payment certificates.

RUSTENBURG LOCAL MUNICIPALITY
BID NO RLM/DTIS/0020/2020/21 APPOINTMENT OF SERVICE PROVIDER/S FOR THE PROVISION, SUPPLY AND DELIVERY OF LABOUR ON ELECTRICAL MAINTENANCE FOR RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF 3 YEARS

C1.3 Form of Guarantee

Contract No **RLM/DTIS/0020/2020/21**

WHEREAS **Rustenburg Local Municipality** (hereinafter referred to as the Employer") entered into, a Contract with:

(hereinafter called "the Contactor") on the day of20.....

for: **BID NO RLM/DTIS/0020/2020/21 APPOINTMENT OF SERVICE PROVIDER/S FOR THE PROVISION, SUPPLY AND DELIVERY OF LABOUR ON ELECTRICAL MAINTENANCE FOR RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF 3 YEARS**

AND WHEREAS it is provided by such Contract that the Contractor shall provide the Employer with security by way of a guarantee for the due and faithful fulfillment of such Contract by the Contractor;

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

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

1. The Employer shall, without reference and / or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the completion date of the works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the completion date which the Employer may make, give, concede or agree to under the said Contract.
2. This guarantee shall be limited to the payment of a sum of money.
3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.
4. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.
5. Our total liability hereunder shall not exceed the Guaranteed Sum of **(10% of the contract price)**.

..... Rand (in words);

R (in figures)

6. The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon our liability hereunder shall cease.

7. We hereby choose our address for the serving of all notices for all purposes arising here from as

.....
.....

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

..... 20

Signature

Duly authorized to sign on behalf of

Address
.....

As witnesses:

1

2

(COMPULSORY TO SIGN)

Duly authorized to sign on behalf of

BIDDER - COMPANY NAME

Signature

Address
.....

As witnesses:

1

2.



OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

Compiled for

RUSTENBURG LOCAL MUNICIPALITY

For

**CIVIL CONSTRUCTION &
BUILDING PROJECTS**

(1) 1. PREAMBLE

In terms of Construction Regulation 4(1)(a) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), the Rustenburg Local Municipality, as the Client and/or its Agent on its behalf, shall be responsible to prepare Health & Safety Specifications for any intended construction project and provide any Principal Contractor who is making a bid or appointed to perform construction work for the Client and/or its Agent on its behalf with the same.

The Client's further duties are as described in the Act and the Regulations made there-under. In terms of Section 7 of the Act read with the Construction Regulation 5, the Principal Contractor shall be responsible for the Health & Safety Policy for the site as well as the Health and Safety Plan for the project.

This 'Health and Safety Specifications' document is governed by the "Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), hereinafter referred to as 'The Act'. Notwithstanding this, cognizance should be taken of the fact that no single Act or its set of Regulations can be read in isolation. Furthermore, although the definition of Health and Safety Specifications stipulates 'a documented specification of all health and safety requirements pertaining to associated works on a construction site, so as to ensure the health and safety of persons', it is required that the entire scope of the Labour legislation, including the Basic Conditions of Employment Act be considered as part of the legal compliance system. With reference to this specification document this requirement is limited to all health, safety and environmental issues pertaining to the site of the project as referred to here-in. Despite the foregoing it is reiterated that environmental management shall receive due attention.

Due to the wide scope and definition of construction work, every construction activity and site will be different, and circumstances and conditions may change even on a daily basis. Therefore, due caution is to be taken by the Principal Contractor when drafting the Health and Safety Plan based on these Health and Safety Specifications. Prior to drafting the Health and Safety Plan, and in consideration of the information contained here-in, the contractor shall set up a Risk Assessment Program to identify and determine the scope and details of any risk associated with any hazard at the construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard. *This Risk Assessment and the steps identified will be the basis or point of departure for the Health and Safety Plan.* The Health and Safety Plan shall include documented 'Methods of Statement' (see definitions under Construction Regulations) detailing the key activities to be performed in order to reduce as far as practicable, the hazards identified in the Risk Assessment.

In this a high premium is to be placed on the health and safety of the most valuable assets of the Rustenburg Local Municipality. These are its personnel, the personnel of its Clients and the physical assets of which it is the custodian and may also include the public as well. The responsibilities the Department and relevant stakeholders have toward its employees and other people present in the facilities or on the sites are captured further in this specification document. These responsibilities stem from both moral, civil and a variety of legal obligations. The Principal Contractor is to take due cognizance of the above statement.

Every effort has been made to ensure that this specification document is accurate and adequate in all respects. Should it however, contain any errors or omissions they may not be considered as grounds for claims under the contract for additional reimbursement or extension of time, or relieve the Principal Contractor from his responsibilities and accountability in respect of the project to which this specification document pertains. Any such inaccuracies, inconsistencies and/or inadequacies must immediately be brought to the attention of the Agent and/or Client.

2. SCOPE OF HEALTH AND SAFETY SPECIFICATION DOCUMENT

The Health and Safety Specifications pertaining to all the projects, cover the subjects contained in the index and is intended to outline the normal as well as any special requirements of the Client pertaining to the health and safety matters (including the environment) applicable to the project in question. These Specifications should be read in conjunction with the Act, the

Construction Regulations and all other Regulations and Safety Standards which were or will be promulgated under the Act or incorporated into the Act and be in force or come into force during the effective duration of the project. The stipulations in this specification, as well as those contained in all other documentation pertaining to the project, including contract documentation and technical specifications shall not be interpreted, in any way whatsoever, to countermand or nullify any stipulation of the Act, Regulations and Safety Standards which are promulgated under, or incorporated into the Act.

3. PURPOSE

The Client is obligated to implement measures to ensure the health and safety of all people and properties affected under its custodianship or contractual commitments, and is further obligated to monitor that these measures are structured and applied according to the requirements of these Health and Safety Specifications. **(All references to the singular shall also be regarded as references to the plural)**

The purpose of this specification document is to provide the relevant Principal Contractor (and his /her contractor) with any information other than the standard conditions pertaining to construction sites which might affect the health and safety of persons at work and the health and safety of persons in connection with the use of plant and machinery; and to protect persons other than persons at work against hazards to health and safety arising out of or in connection with the activities of persons at work during the carrying out of construction work for the Rustenburg Local Municipality. The Principal Contractor (and his /her contractor) is to be briefed on the significant health and safety aspects of the project and to be provided with information and requirements on *inter alia*:

- a) Safety considerations affecting the site of the project and its environment;
- b) Health and safety aspects of the associated structures and equipment;
- c) Submissions on health and safety matters required from the Principal Contractor (and his /her contractor); and
- d) The Principal Contractor's (and his /her contractor) health & safety plan.

To serve to ensure that the Principal Contractor (and his /her contractor) is fully aware of what is expected from him/her with regard to the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and the Regulations made there-under including the applicable safety standards, and in particular in terms of Section 8 of the Act.

To inform the Principal Contractor that the Occupational Health and Safety Act, 1993 (Act 85 of 1993) in its entirety shall apply to the contract to which this specification document applies. The Construction Regulations promulgated on 18 July 2003 and incorporated into the above Act by Government Notice R 1010, published in Government Gazette 25207 shall apply to any person involved in construction work pertaining to this project, as will the Act.

4. DEFINITIONS

| | |
|-------------------------------|--|
| “Purpose of the Act” - | To provide for the health and safety of persons at work and the health and safety of persons in connection with the use of plant and machinery; the protection of persons other than persons at work against hazards to health and safety arising out of or in connection with the activities of persons at work; to establish an advisory council for occupational health and safety; and to provide for matters connected therewith. |
| “Agent” – | means any person who acts as a representative for a client; |
| “Client” – | means any person for whom construction work is performed; |

| | |
|--|--|
| “Construction Work” | - is defined as any work in connection with: <ul style="list-style-type: none"> (a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure; (b) the installation, erection, dismantling or maintenance of a fixed plant where such work includes the risk of a person falling; (c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or (d) the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work; |
| “Contractor” – | means an employer, as defined in Section 1 of the Act, who performs construction work and includes Principal Contractors; |
| “Health and Safety File” – | means a file, or other record in permanent form, containing the information required a contemplated in the regulations; |
| “Health and Safety Plan” – | means a documented plan which addresses hazards identified and includes safe work procedures to mitigate, reduce or control the hazards identified; |
| “Health and Safety Specification” – | means a documented specification of all health and safety requirements pertaining to the associated works on a construction site, so as to ensure the health and safety of persons; |
| “Method Statement” – | means a document detailing the key activities to be performed in order to reduce as reasonably as practicable the hazards identified in any risk assessment; |
| “Principal Contractor” – | means an employer, as defined in section 1 of the Act who performs construction work and is appointed by the client to be in overall control and management of a part of or the whole of a construction site; |
| “Risk Assessment” – | means a program to determine any risk associated with any hazard at a construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard. |

5. OCCUPATIONAL HEALTH & SAFETY MANAGEMENT

5.1 Structure and Organization of OH&S Responsibilities

5.1.1. Overall Supervision and Responsibility for OH&S

- 5.1.1.1 The Client and/or its Agent on its behalf to ensure that the Principal Contractor, appointed in terms of Construction Regulation 4(1)(c), implements and maintains the agreed and approved H&S Plan. Failure on the part of the Client or Agent to comply with this requirement will not relieve the Principal Contractor from any one or more of his/her duties under the Act and Regulations.
- 5.1.1.2 The Chief Executive Officer of the Principal Contractor in terms of Section 16 (1) of the Act to ensure that the Employer (as defined in the Act) complies with the Act. The pro forma Legal Compliance Audit may be used for this purpose by the Principal Contractor or his/her appointed contractor.
- 5.1.1.3 All OH&S Act (85 /1993), Section 16 (2) appointee/s as detailed in his/her/their respective appointment forms to regularly, in writing, report to their principals on matters of health and safety per routine and ad hoc inspections and on any deviations as soon as observed, regardless of whether the observation was made during any routine or ad hoc inspection and to ensure that the reports are made available to the principal Contractor to become part of site records (Health & Safety File).
- 5.1.1.4 The Construction Supervisor and Assistant Construction Supervisor/s appointed in terms of Construction Regulation 6 to regularly, in writing, report to their principals on matters of health and safety per routine and ad hoc inspections and on any deviations as soon as observed, regardless of whether the observation was made during any routine or ad hoc inspection and to ensure that the reports are made available to the principal Contractor to become part of site records (Health & Safety File).
- 5.1.1.5 All Health and Safety Representatives (SHE-Reps) shall act and report as per Section 18 of the Act.

5.1.2. FURTHER (SPECIFIC) SUPERVISION RESPONSIBILITIES FOR OH&S

- 5.1.2.1 Several appointments or designations of responsible and /or competent people in specific areas of construction work are required by the Act and Regulations. The following competent appointments, where applicable, in terms of the Construction Regulations are required to ensure compliance to the Act, Regulations and Safety Standards.

5.1.3 Required appointments as per the Construction Regulations:-

| Item | Regulation | Appointment | Responsible Person |
|------|------------|--|----------------------|
| 1. | 4(1)(c) | Principal contractor for each phase or project | Client |
| 2. | 5.(3)(b) | Contractor | Principal Contractor |
| 3. | 5(11) | Contractor | Contractor |

| | | | |
|-----|-----------------|---|------------|
| 4. | 6(1) | Construction supervisor | Contractor |
| 5. | 6(2) | Construction supervisor sub-ordinates | Contractor |
| 6. | 6(6) | Construction Safety Officer | Contractor |
| 7. | 7(1) | Person to carry out risk assessment | Contractor |
| 8. | 7(4) | Trainer/Instructor | Contractor |
| 9. | 8(1)(a) | Fall protection planner | Contractor |
| 10. | 10 (a) | Formwork & support work supervisor | Contractor |
| 11. | 10(e) + (f) | Formwork & support work examiner | Contractor |
| 12. | 11(1) | Excavation supervisor | Contractor |
| 13. | 11(3)(b)(ii)(b) | Professional engineer or technologist | Contractor |
| 14. | 11(3)(k) | Explosives expert | Contractor |
| 15. | 12(1) | Supervisor demolition work | Contractor |
| 16. | 12(2) + (3) | Demolition expert | Contractor |
| 17. | 12(11) | Explosives expert | Contractor |
| 18. | 14(2) | Scaffold supervisor | Contractor |
| 19. | 15(1) | Suspended platform supervisor | Contractor |
| 20. | 15(2)(c) | Compliance plan developer | Contractor |
| 21. | 15(8)(c) | Suspended platform expert | Contractor |
| 22. | 15(13) | Outrigger expert | Contractor |
| 23. | 17(8)(a) | Material hoist inspector | Contractor |
| 24. | 18(1) | Batch plant supervisor | Contractor |
| 25. | 18(7) | Batch plant operator | Contractor |
| 26. | 19(2)(b) | Power tool expert | Contractor |
| 27. | 19.2 (g) (i) | Power tool controller | Contractor |
| 28. | 20(f) | Tower crane operator | Contractor |
| 29. | 21(1)(d)(i) | Construction vehicle and mobile plant operator | Contractor |
| 30. | 21(1)(j) | Construction vehicle and mobile plant inspector | Contractor |
| 31. | 22(d) | Temporary electrical installations inspector | Contractor |
| 32. | 22 (e) | Temporary electrical installations controller | Contractor |
| 33. | 26 (a) | Stacking and storage supervisor | Contractor |
| 34. | 27 (h) | Fire equipment inspector | Contractor |

5.1.4 This list may be used as a reference or tool to determine which components of the Act and Regulations would be applicable to a particular site, as was intended under paragraph 3 & 4 of the Chapter "Introduction" (page 4) above. This list must not be assumed to be exclusive or comprehensive.

5.2 COMMUNICATION & LIAISON

- 5.2.1 OH&S Liaison between the Employer, the Principal Contractor, the other Contractors, the Designer and other concerned parties shall be through the H&S Committee as per the procedures determined by the H&S Committee.
- 5.2.2 In addition to the above, communication may be directly to the Client or his appointed Agent, verbally or in writing, as and when the need arises.
- 5.2.3 Consultation with the workforce on OH&S matters will be through their Supervisors and H&S Representatives ('SHE – Reps')
- 5.2.4 The Principal Contractor will be responsible for the dissemination of all relevant OH&S information to the other Contractors e.g. design changes agreed with the Client and/or its Agent on its behalf and the Designer, instructions by the Client and/or his/her agent, exchange of information between Contractors, the reporting of hazardous/dangerous conditions/situations etc.

6. INTERPRETATION

- 6.1 The Occupational Health and Safety Act and all its Regulations, with the exception of the Construction Regulations, distinguish between the roles, responsibilities and functions of employers and employees respectively. It views consultants and contractors as employees of the "owner" of a construction or operational project, the "owner" being regarded as the employer. Only if formally agreed to by way of the written agreement in this regard between the "owner(s)" and consultant and /or between the "owner(s)" and the contractor(s), will these assumptions be relinquished in favour of the position agreed upon between the relevant parties.
- 6.2 The position taken by the Construction Regulations is that the "owner", in terms of its instructions, operates (has to operate) in the role of client as per relevant definition. The contractors working for the "client" are seen to be in two categories, i.e. the Principal Contractor and Contractors. The Principal Contractor has to take full responsibility for the health and safety on the site of the relevant project / contract. This includes monitoring health and safety conditions and overseeing administrative measures required by the Construction Regulations from all contractors on the project site.
- 6.3 (Ordinary / sub) Contractors are required to operate under the scrutiny and control (in terms of all health and safety measures which are covered in the Construction Regulations) of the Principal Contractor. Where, for the work the Principal Contractor will have to execute himself, practical health and safety measures are applicable, he will also be subject to the relevant requirements with which (ordinary / sub) Contractors have to comply. The Principal Contractor will, however, not have to actually fulfill such requirements in respect of any of the work / functions of any (ordinary / sub) Contractors on the site for which he has been appointed as Principal Contractor. However, he has to monitor / oversee such processes, ensuring that the requirements are complied with and that the required appointments / evaluations / inspections / assessments and tests are done and that the records are duly generated and kept as prescribed in the Construction Regulations. This has to feature clearly in the Principal Contractor's Health and Safety Plan.

7. RESPONSIBILITIES

7.1 CLIENT

- 7.1.1 The Client or his appointed Agent on his behalf will appoint each Principal Contractor for each project in writing for assuming the role of Principal Contractor as intended by the Construction Regulations and determined by the Bills of Quantities.
- 7.1.2 The Client or his appointed Agent on his behalf shall discuss and negotiate with the Principal Contractor the contents of the health and safety plan of the both Principal Contractor and Contractor for approval.
- 7.1.3 The Client or his appointed Agent on his behalf will take reasonable steps to ensure that the health and safety plan of both the Principal Contractor and Contractor is implemented and maintained. The steps taken will include periodic audits at intervals of at least once every month.
- 7.1.4 The Client or his appointed Agent on his behalf will prevent the Principal Contractor and/or the Contractor from commencing or continuing with construction work should the Principal Contractor and/or the Contractor at any stage in the execution of the works be found to:
 - 7.1.4.1 have failed to have complied with any of the administrative measures required by the Construction Regulations in preparation for the construction project or any physical preparations necessary in terms of the Act;
 - 7.1.4.2 have failed to implement or maintain their health and safety plan;
 - 7.1.4.3 have executed construction work which is not in accordance with their health and safety plan; or
 - 7.1.4.4 act in any way which may pose a threat to the health and safety of any person(s) present on the site of the works or in its vicinity, irrespective of him/them being employed or legitimately on the site of the works or in its vicinity.

7.2 PRINCIPAL CONTRACTOR

- 7.2.1 The Principal Contractor shall accept the appointment under the terms and Conditions of Contract. The Principal Contractor shall sign and agree to those terms and conditions and shall, before commencing work, notify the Department of Labour of the intended construction work in terms of Regulation 3 of the Construction Regulations. Annexure B of this Specification contains a "Notification of Construction Work" form. The Principal Contractor shall submit the notification in writing prior to commencement of work and inform the Client or his Agent accordingly.
- 7.2.2 The Principal Contractor shall ensure that he is fully conversant with the requirements of this Specification and all relevant health and safety legislation. This Specification is not intended to supersede the Act nor the Construction Regulations or any part of either. Those sections of

the Act and the Construction Regulations which apply to the scope of work to be performed by the Principal Contractor in terms of this contract (entirely or in part) will continue to be legally required of the Principal Contractor to comply with. The Principal Contractor will in no manner or means be absolved from the responsibility to comply with all applicable sections of the Act, the Construction Regulations or any Regulations proclaimed under the Act or which may perceivable be applicable to this contract.

- 7.2.3 The Principal Contractor shall provide and demonstrate to the Client a suitable and sufficiently documented health and safety plan based on this Specification, the Act and the Construction Regulations, which shall be applied from the date of commencement of and for the duration of execution of the works. This plan shall, as appendices, include the health and safety plans of all Sub-contractors for which he has to take responsibility in terms of this contract.
- 7.2.4 The Principal Contractor shall provide proof of his registration and good standing with the Compensation Fund or with a licensed compensation insurer prior to commencement with the works.
- 7.2.5 The Potential Principal Contractor shall, in submitting his tender, demonstrate that he has made provision for the cost of compliance with the specified health and safety requirements, the Act and Construction Regulations. (Note: This shall have to be contained in the conditions of tender upon which a renderer's offer is based.)
- 7.2.6 The Principal Contractor shall consistently demonstrate his competence and the adequacy of his resources to perform the duties imposed on the Principal Contractor in terms of this Specification, the Act and the Construction Regulations.
- 7.2.7 The Principal Contractor shall ensure that a copy of his health and safety plan is available on site and is presented upon request to the Client, an Inspector, Employee or Sub-contractor.
- 7.2.8 The Principal Contractor shall ensure that a health and safety file, which shall include all documentation required in terms of the provisions of this Specification, the Act and the Construction Regulations, is opened and kept on site and made available to the Client or Inspector upon request. Upon completion of the works, the Principal Contractor shall hand over a consolidated health and safety file to the Client.
- 7.2.9 The Principal Contractor shall, throughout execution of the contract, ensure that all conditions imposed on his Sub-contractors in terms of the Act and the Construction Regulations are complied with as if they were the Principal Contractor.
- 7.2.10 The Principal Contractor shall from time to time evaluate the relevance of the Health and Safety Plan and revise the same as required, following which revised plan shall be submitted to the Client and/or his/her Agent for approval.

8. SCOPE OF WORK

8.1 These specifications are applicable to the scope of works of both civil engineering and architectural building projects as detailed in their specific tender documents, this amongst all includes for example:

- 8.1.1 Site clearance & establishment
- 8.1.2 Site hoarding, demarcation and demolition
- 8.1.3 Bulk Earthworks
- 8.1.4 Piling
- 8.1.5 Columns
- 8.1.6 Preparation of site by leveling, compaction and e.t.c
- 8.1.7 Excavations for other services Etc.”

N.B Construction Regulation 5(3) (g) determines that potential contractors submitting tenders have made provision for the cost of health and safety measures during the construction process. The Principal Contractor shall on tendering make provision for the cost of health and safety measures in terms of his/her documented Health and Safety Plan and measures based on these Health and Safety Specifications during the period of the project. The cost shall be duly quantified and clearly identified for such identifiable purpose.

9. HEALTH AND SAFETY FILE

- 9.1 The Principal Contractor must, in terms of Construction Regulation 5(7), keep a Health & Safety File on site at all times that must include all documentation required in terms of the Act and Regulations and must also include a list of all Contractors on site that are accountable to the Principal Contractor and the agreements between the parties and details of work being done. A more detailed list of documents and other legal requirements that must be kept in the Health and Safety File is attached as an addendum to this document.
- 9.2 The Health and Safety File will remain the property of the Client and/or its Agent on its behalf throughout the period of the project and shall be consolidated and handed over to the Client and/or its Agent on its behalf at the time of completion of the project.

10. OH&S GOALS AND OBJECTIVES AND ARRANGEMENTS FOR MONITORING AND REVIEWING OH&S PERFORMANCE

- 10.1 The Principal Contractor is required to maintain an acceptable disabling incident frequency rate (DIFR) and report on this to the Client and/or its Agent on its behalf on a monthly basis.

11. IDENTIFICATION OF HAZARDS AND DEVELOPMENT OF RISK ASSESSMENTS, STANDARD WORKING PROCEDURES (SWP) AND METHOD STATEMENTS

- 11.1 The Principal Contractor is required to develop Risk Assessments, Standard Working Procedures (SWP) and Method Statements for each activity executed in the contract or project (see 4. below "Project/Site Specification Requirements")
- 11.2 The identification of hazards is over and above the hazards identification programme and those hazards identified during the drafting of the Health and Safety Plan.

12. ARRANGEMENTS FOR MONITORING AND REVIEW

12.1 Monthly Audit by Client and/or its Agent on its behalf

The Client and/or its Agent on its behalf will be conducting Periodic Audits at times agreed with the Principal Contractor Audit to comply with Construction Regulation 4(1)(d) to ensure that the principal Contractor has implemented, is adhering to and is maintaining the agreed and approved OH&S Plan.

12.2 Other audits and inspections by client and/or its agent on its behalf.

12.2.1 The Client and/or its Agent on its behalf reserves the right to conduct any other ad hoc audits and inspections as it and/or its Agent on its behalf deem necessary.

12.2.2 A representative of the Principal Contractor and the relevant Health and Safety Representative(s) i.e. (Safety Officer / or SHE-Reps) must accompany the Client and/or its Agent on its behalf on all Audits and Inspections and may conduct their own audit/inspection at the same time. Each party will, however, take responsibility for the results of his/her own audit/inspection results. The Client and/or its Agent on its behalf may require to be handed a copy of the minutes of the previous Health and Safety Committee meeting and Safety Officer/ SHE Rep's daily safety inspection reports reflecting possible recommendations made to the Employer for reference purposes.

12.3 INCIDENTS REPORTS

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

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

12.4 OR where:

- 12.4.1 a major incident occurred;
- 12.4.2 the health or safety of any person was endangered;

- 12.4.3 where a dangerous substance was spilled;
 - 12.4.4 the uncontrolled release of any substance under pressure took place;
 - 12.4.5 machinery or any part of machinery fractured or failed resulting in flying, falling or uncontrolled moving objects;
 - 12.4.6 machinery ran out of control,
- 12.5 The Report of the above incidents must be made to the Provincial Director of the Department of Labour within seven days and at the same time to the Client and/or its Agent on its behalf.
- 12.6 The Principal Contractor is required to provide the Client and/or its Agent on its behalf with copies of all statutory reports required in terms of the Act and the Regulations.
- 12.7 The Principal Contractor is required to provide the Client and/or its Agent on its behalf with a monthly "SHE Risk Management Report".
- 12.8 The Principal Contractor is required to provide as soon as possible the Client and/or its Agent on its behalf with copies of all internal and external accident/incident investigation reports including the reports as per clause 12 above. As soon as the occurrence of any accident/incident of whatever nature comes to the notice of the Principal Contractor, it shall be reported immediately to any of the following:

12.8.1 **EOHSE cc: 014 5333 792 - OHS Consultants for the Rustenburg Local Municipality**

12.8.2 **Department of Labor: 014 5928 214**

12.8.3 **The client (Rustenburg Local Municipality): 014 590 3550**

13 REVIEW

- 13.1 The Principal Contractor is to review the Hazard Identification, Risk Assessments and Standard Work Processes at each Production Planning and Progress Report meeting as the construction work develops and progresses and each time changes are made to the designs, plans and construction methods and processes.
- 13.2 The Principal Contractor must provide the Client and/or its Agent on its behalf, other Contractors and all other concerned parties with copies of any changes, alterations or amendments as contemplated in the above paragraph.

14. SITE RULES AND OTHER RESTRICTIONS

14.1 Site OH&S Rules

- 14.1.1 The Principal Contractor must develop a set of site-specific OH&S rules that will be applied to regulate the Health and Safety Plan and associated aspects of the construction.
- 14.1.2 When required for a site by law, visitors and non-employees upon entering the site shall be issued with the proper Personal Protective Equipment (PPE) as and when necessary.

14.2 Security Arrangements

- 14.2.1 The Principal Contractor must establish site access rules and implement and maintain these throughout the construction period. Access control must include the rule that non-employees shall at all times be provided with fulltime supervision while on site.
- 14.2.2 The Principal Contractor must develop a set of Security rules and procedures and maintain these throughout the construction period.
- 14.2.3 If not already tasked to the H&S Officer appointed in terms of Construction Regulation 6(6), the Principal Contractor must appoint a competent Emergency Controller who must develop contingency plans for any emergency that may arise on site as indicated by the risk assessments. These must include a monthly practice/testing programme for the plans e.g. January: trench collapse, February: flooding etc. and practiced/tested with all persons on site at the time, participating.

14.3 Training

- 14.3.1 The contents and syllabi of all training required by the Act and Regulations including any other related or relevant training as required must be included in the Principal Contractor's Health and Safety Plan and Health and Safety File.

14.4 General Induction Training

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

14.5 Site Specific Induction Training

- 14.5.1 All employees of the Principal and other Contractors must be in possession of Site Specific Occupational Health and Safety Induction or other qualifying training.

14.6 Other Training

- 14.6.1 All operators, drivers and users of construction vehicles, mobile plant and other equipment must be in possession of valid proof of training.
- 14.6.2 All legal appointees in terms of the Act and Regulations must be in possession of valid proof of training as follows:
- 14.6.3 Occupational Health and Safety Training Requirements: (as required by the Construction Regulations and as indicated by the Health and Safety Specification Document & the Risk Assessment/s and recommendations by the Health and Safety Committee):
 - 14.6.3.1 General Induction (Section 8 of the Act)
 - 14.6.3.2 Site/Job Specific Induction (also visitors) (Sections 8 & 9 of the Act)
 - 14.6.3.3 Site/Project Manager
 - 14.6.3.4 Construction Supervisor
 - 14.6.3.5 OH&S Representatives (Section 18 (3) of the Act)
 - 14.6.3.6 Training of the Appointees indicated in 12.6.1 & 12.6.2 above
 - 14.6.3.7 Operation of Cranes (Driven Machinery Regulations 18 (11))

- 14.6.3.8 Operators & Drivers of Construction Vehicles & Mobile Plant (Construction Regulation 21)
- 14.6.3.9 Basic Fire Prevention & Protection (Environmental Regulations 9 and Construction Regulation 27)
- 14.6.3.10 As a minimum basic First Aid to be upgraded when necessary (General Safety Regulations 3)
- 14.6.3.11 Storekeeping Methods & Safe Stacking (Construction Regulation 26)
- 14.6.3.12 Emergency, Security and Fire Co-coordinator

14.7 Accident and Incident Investigation

- 14.7.1 The Principal Contractor is responsible to oversee the investigation of all accidents/incidents where employees and non-employees were injured to the extent that he/she/they had to receive first aid or be referred for medical treatment by a doctor, hospital or clinic. (General Administrative Regulation 9).
- 14.7.2 The results of the investigation to be entered into the Accident/Incident Register listed above. (General Administrative Regulation 9).
- 14.7.3 The Principal Contractor is responsible for the investigation of all non-injury incidents as described in Section 24 (1) (b) & (c) of the Act and keeping a record of the results of such investigations including the steps taken to prevent similar incidents in future.
- 14.7.4 The Principal Contractor is responsible for the investigation of all road traffic accidents relating to the construction site and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.
- 14.7.5 Notwithstanding the requirements of Section 24 of the Act, ALL incidents shall be investigated and reported on in writing, irrespective of whether such incident gave rise to injury or damage.

14.8 H&S Representatives (SHE-Reps – ‘safety, health & environment’) and H&S Committees: Designation of H&S Representatives (‘SHE – Reps’)

- 14.8.1 Where the Principal Contractor employs more than 20 persons (including the employees of other Contractors (sub-contractors) he has to appoint one H&S Representatives for every 50 employees or part thereof. (Section 17 of the Act and General Administrative Regulation 6. & 7).
- 14.8.2 H&S Representatives have to be designated in writing and the designation shall be in accordance with the Collective Agreement as concluded between the parties as is required in terms of General Administration Regulation 6.

14.9 Duties and Functions of the H&S Representatives

- 14.9.1 The Principal Contractor must ensure that the designated H&S Representatives conduct at least a weekly inspection of their respective areas of responsibility using a checklist and report thereon to the Principal Contractor, after which these reports shall be consolidated for submission to the Health and Safety Committee.
- 14.9.2 H&S Representatives must be included in and be part of accident/incident investigations.

- 14.9.3 H&S Representatives shall be members of at least one H&S Committee and must attend all meetings of that H&S committee.

14.10 **Establishment of H&S Committee(s)**

- 14.10.1 The Principal Contractor must establish H&S Committees consisting of designated H&S Representatives together with a number of Employers Representatives appointed as per Section 19(3) that are not allowed to exceed the number of H&S Representatives on the committee. The persons nominated by the employer on a H&S Committee must be designated in writing for such period as may be determined by him. The H&S Committee shall co-opt advisory (temporary) members and determine the procedures of the meetings including the chairmanship.

- 14.10.2 The H&S Committee must meet minimum monthly and consider, at least, the following Agenda for the first meeting. Thereafter the H&S Committee shall determine its own procedures as per the previous paragraph.

14.10.3 **Agenda:**

14.10.3.1 Opening and determining of chairmanship (only when necessary)

14.10.3.2 Minutes of Previous Minutes;

14.10.3.3 Observations;

14.10.3.4 Program and Safety considerations;

14.10.3.5 Hygiene;

14.10.3.6 Housekeeping improvement;

14.10.3.7 Incidents & Accidents / Injuries

14.10.3.7.1 Registers:

14.10.3.7.1.1 H&S Rep. Inspections;

14.10.3.7.1.2 Matters of First Aid;

14.10.3.7.1.3 Scaffolding;

14.10.3.7.1.4 Ladders;

14.10.3.7.1.5 Excavations;

14.10.3.7.1.6 Mobile plant and machinery;

14.10.3.7.1.7 Portable Electric Equipment;

14.10.3.7.1.8 Fire Equipment

14.10.3.7.1.9 Explosive Power Tools;

14.10.3.7.1.10 Power Hand tools;

14.10.3.7.1.11 Incident! Report Investigation;

14.10.3.7.1.12 Pressure Vessels;

14.10.3.7.1.13 Personal Protective Equipment.

14.10.3.8 Safety performance Evaluations

14.10.3.9 Education & Safety promotion program;

14.10.3.10 First Aid Officials and training in First Aid;

14.10.3.11 Demarcation of work- /hazardous-/safe areas/walkways;

14.10.3.12 Posters and signage;

14.10.3.13 Environmental preservation and conservation;

14.10.3.14 Specific training programmes;

14.10.3.15 General

14.10.3.16 Date of Next Meeting

14.10.3.17 Closing

15 PROJECT/SITE SPECIFIC REQUIREMENTS

- 15.1 The following is a list of specific activities and considerations that have been identified for the project and site and for which Risk Assessments, Standard Working Procedures (SWP), management and control measures and Method Statements (where necessary) have to be developed by the Principal Contractor:
- 15.2 Clearing & Grubbing of the Area/Site
- 15.3 Site Establishment including:
 - 15.3.1 Office/s
 - 15.3.2 Secure/Safe Storage and storage areas for materials, plant & equipment
 - 15.3.3 Ablution facilities
 - 15.3.4 Sheltered dining area
 - 15.3.5 Accommodation facilities
 - 15.3.6 Vehicle access to the site
- 15.4 Dealing with existing Structures (.i.e. demolition)
- 15.5 Location of existing Services
- 15.6 Installation & Maintenance of Temporary Construction Electrical Supply, Lighting and Equipment
- 15.7 Adjacent Land uses/Surrounding property exposures
- 15.8 Boundary & Access control/Public Liability Exposures (Remember: the Employer is also responsible for the OH&S of non-employees affected by his/her work activities.)
- 15.9 Health risks arising from neighboring as well as own activities and from the environment e.g. threats by dogs, bees, snakes, lightning, allergies etc.
- 15.10 Exposure to Noise
- 15.11 Exposure to Vibration
- 15.12 Exposure to dust (*i.e. cement dust, etc*)
- 15.13 Protection against dehydration and heat exhaustion
- 15.14 Protection from wet & cold conditions
- 15.15 Dealing with HIV/Aids and other diseases as per specific programme provided by the client and/or its Agent on its behalf.
- 15.16 Use of Portable Electrical Equipment including:
 - 15.16.1 Angle grinder
 - 15.16.2 Electrical Drilling machine
 - 15.16.3 Skill saw
- 15.17 Excavations including:
 - 15.17.1 Ground/soil conditions
 - 15.17.2 Trenching
 - 15.17.3 Shoring
 - 15.17.4 Drainage
 - 15.17.5 Daily inspections
- 15.18 Welding including:
 - 15.18.1 Arc Welding
 - 15.18.2 Gas welding
 - 15.18.3 Flame Cutting
 - 15.18.4 Use of LP Gas torches and appliances
- 15.19 Loading & Offloading of Trucks;
- 15.20 Aggregate/Sand and other Materials Delivery;

15.21 Manual and Mechanical Handling of heavy materials;

15.22 Lifting and Lowering Operations;

15.23 Driving & Operation of Construction Vehicles and Mobile Plant including:

- 15.23.1 Trenching machine
- 15.23.2 Excavator
- 15.23.3 Bomag Roller
- 15.23.4 Saw cutter
- 15.23.5 Plate Compactor
- 15.23.6 Front End Loader
- 15.23.7 Tipper Trucks
- 15.23.8 Mobile Cranes and the ancillary lifting tackle
- 15.23.9 Parking of Vehicles & Mobile Plant
- 15.23.10 Towing of Vehicles & Mobile Plant

15.24 Use and Storage of Flammable Liquids and other Hazardous Substances – the client and/or its Agent on its behalf to be informed of this prior to commencing of the project;

15.25 Layering and Bedding of trench floor;

15.26 Installation of Pipes in trenches;

15.27 Backfilling of Trenches

15.28 Protection against Flooding

15.29 Gabion work

| OHS Act Section/ Regulation | b) Subject | c) Requirements |
|--|--|--|
| Construction Regulation 3 | Notice of carrying out Construction work | Department of Labour notified Copy of Notice available on Site |
| General Admin. Regulation 4 | *Copy of OH&S Act (Act 85 of 1993) | Updated copy of Act & Regulations on site. Readily available for perusal by employees. |
| COID Act Section 80 | *Registration with Compensation Insurer | Written proof of registration/Letter of good standing available on Site |
| Construction. Regulation 4 & 5(1) | H&S Specification & Programme | H&S Spec received from Client and/or its Agent on its behalf OH&S programme developed & Updated regularly |
| Section 8(2)(d) Construction Regulation 7 | *Hazard Identification & Risk Assessment | Hazard Identification carried out/Recorded Risk Assessment and – Plan drawn up/Updated RA Plan available on Site Employees/Sub-Contractors informed/trained |
| Section 16(2) | *Assigned duties (Managers) | Responsibility of complying with the OH&S Act assigned to other person/s by CEO. |
| Construction Regulation 6(1) | Designation of Person Responsible on Site | Competent person appointed in writing as Construction Supervisor with job description |
| Construction Regulation 6(2) | Designation of Assistant for above | Competent person appointed in writing as Assistant Construction Supervisor with job description |
| Section 17 & 18 General Administrative Regulations 6 & 7 | *Designation of Health & Safety Representatives | More than 20 employees - one H&S Representative, one additional H&S Rep. for each 50 employees or part thereof. Designation in writing, period and area of responsibility specified in terms of GAR 6 & 7 Meaningful H&S Rep. reports. Reports actioned by Management. |
| Section 19 & 20 General Administrative Regulations 5 | *Health & Safety Committee/s | H&S Committee/s established. All H&S Reps shall be members of H&S Committees Additional members are appointed in writing. Meetings held monthly, Minutes kept. Actioned by Management. |
| Section 37(1) & (2) | *Mandatory Agreements with (Sub-)Contractors | Written agreement with (Sub-)Contractors List of (Sub-) Contractors displayed. Proof of Registration with Compensation Insurer/Letter of Good Standing Construction Supervisor designated Written arrangements re. H&S Reps & H&S Committee Written arrangements re. First Aid |
| Section 24 & General Admin. Regulation 8 COID Act Sect.38, 39 & 41 | *Reporting of Incidents (Dept. of Labour) | Incident Reporting Procedure displayed. All incidents in terms of Sect. 24 reported to the Provincial Director, Department of Labour, within 3 days. (Annexure 1?)(WCL 1 or 2) and to the Client and/or its Agent on its behalf Cases of Occupational Disease Reported Copies of Reports available on Site Record of First Aid injuries kept |
| General Admin. Regulation 9 | *Investigation and Recording of Incidents | All injuries which resulted in the person receiving medical treatment other than first aid, recorded and investigated by investigator designated in writing. Copies of Reports (Annexure 1) available on Site Tabled at H&S Committee meeting Action taken by Site Management. |

15.30 Use of Explosives - the client and/or its Agent on its behalf to be informed of this prior to commencing of the project;

15.31 Protection from Overhead Power Lines;

15.32 As discovered by the Principal Contractor's hazard identification exercise;

15.33 As discovered from any inspections and audits conducted by the Client and/or its Agent on its behalf or by the Principal Contractor or any other Contractor on site

15.34 As discovered from any accident/incident investigation.

16 The following are in particular requirements depending on scope of works and will form a basis for compliance audits.

16.1 Administrative & Legal Requirements

16.2 Education, Training & Promotion

16.3 Public Safety & Emergency Preparedness

16.4 Personal Protective Equipment

16.5 Housekeeping

16.6 Working at heights

16.7 Scaffolding, Formwork & Support work

16.8 Ladders

16.9 Electrical Safeguarding

16.10 Emergency/Fire Prevention & Protection

16.11 Excavations & Demolition

16.12 Tools

16.13 Cranes

16.14 Personnel & Material Hoists

16.15 Transport & Materials Handling

16.16 Site Plant & Machinery

16.17 Plant & Storage Yards/Site Workshops Specifics

16.18 Health & Hygiene

17. OUTLINED DATA, REFERENCES AND INFORMATION ON CERTAIN AND/OR SPECIFIC OBLIGATORY REQUIREMENTS TO ENSURE COMPLIANCE

17.1 ADMINISTRATIVE & LEGAL REQUIREMENTS

| OHS Act Section/ Regulation | Subject | Requirements |
|----------------------------------|---|---|
| Construction Regulation 8 | Fall Prevention & Protection | Competent person appointed to draw up and supervise the Fall Protection Plan Proof of appointees competence available on Site Risk Assessment carried out for work at heights Fall Protection Plan drawn up/updated & Available on Site |
| Construction. Regulation 8(5) | Roof work | Competent person appointed to plan & supervise Roof work. Proof of appointees competence available on Site Risk Assessment carried out Roof work Plan drawn up/updated Roof work inspect before each shift. Inspection register kept Employees medically examined for physical & psychological fitness. Written proof on site |
| Construction. | Structures | Information re. the structure being erected received from the Designer |

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| Regulation 9 | | <p>including:</p> <ul style="list-style-type: none"> - geo-science technical report where relevant - the design loading of the structure - the methods & sequence of construction - anticipated dangers/hazards/special measures to construct safely <p>Risk Assessment carried out Method statement drawn up All above available on Site Structures inspected before each shift. Inspections register kept</p> |
| Construction. Regulation 10 | Formwork & Support work | <p>Competent person appointed in writing to supervise erection, maintenance, use and dismantling of Support & Formwork Design drawings available on site Risk Assessment carried out Support & Formwork inspected:</p> <ul style="list-style-type: none"> - before use/inspection - before pouring of concrete - weekly whilst in place - before stripping/dismantling. - Inspection register kept |
| Construction. Regulation 14 | Scaffolding | <p>Competent persons appointed in writing to:</p> <ul style="list-style-type: none"> - erect scaffolding (Scaffold Erector/s) - act as Scaffold Team Leaders - inspect Scaffolding weekly and after inclement weather (Scaffold Inspector/s) <p>Written Proof of Competence of above appointees available on Site Copy of SABS 085 available on Site Risk Assessment carried out Inspected weekly/after bad weather. Inspection register/s kept</p> |
| Construction. Regulation 15 | Suspended Platforms | <p>Competent persons appointed in writing to:</p> <ul style="list-style-type: none"> - control the erection of Suspended platforms - act as Suspended platforms Team Leaders - inspect Suspended Scaffolding weekly and after inclement weather <p>Risk Assessment conducted Certificate of Authorisation issued by a registered professional engineer available on Site/copy forwarded to the Department of Labour The following inspections of the whole installation carried out by a competent person</p> <ul style="list-style-type: none"> - after erection and before use - daily prior to use. Inspection register kept <p>The following tests to be conducted by a competent person:</p> <ul style="list-style-type: none"> - load test of whole installation and working parts every three months - hoisting ropes/hooks/load attaching devices quarterly. Tests log book kept <p>Employees working on Suspended Platform medically examined for physical & psychological fitness. Written proof available</p> |

| OHS Act Section/ Regulation | Subject | Requirements |
|--------------------------------|--------------------|--|
| Construction. Regulation 11 | Excavations | <p>Competent person/s appointed in writing to supervise and inspect excavation work Written Proof of Competence of above appointee/s available on Site Risk Assessment carried out Inspected:</p> <ul style="list-style-type: none"> - before every shift - after any blasting |

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| | | <ul style="list-style-type: none"> - after an unexpected fall of ground - after any substantial damage to the shoring - after rain. Inspections register kept <p>Method statement developed where explosives will be/ are used</p> |
| Construction. Regulation 12 | Demolition Work | <p>Competent person/s appointed in writing to supervise and control Demolition work</p> <p>Written Proof of Competence of above appointee/s available on Site</p> <p>Risk Assessment carried out</p> <p>Engineering survey and Method Statement available on Site</p> <p>Inspections to prevent premature collapse carried out by competent person before each shift. Inspection register kept</p> |
| Construction. Regulation 17 | Materials Hoist | <p>Competent person appointed in writing to inspect the Material Hoist</p> <p>Written Proof of Competence of above appointee available on Site.</p> <p>Materials Hoist to be inspected weekly by a competent person. Inspections register kept.</p> |
| Construction. Regulation 19 | Explosive Powered Tools | <p>Competent person appointed to control the issue of the Explosive Powered Tools & cartridges and the service, maintenance and cleaning. Register kept of above</p> <p>Empty cartridge cases/nails/fixing bolts returns recorded</p> <p>Cleaned daily after use Work areas are demarcated!</p> |
| Construction. Regulation 18 | Batch Plants | <p>Competent person appointed to control the operation of the Batch Plant and the service, maintenance and cleaning.</p> <p>Register kept of above</p> <p>Risk Assessment carried out</p> <p>Batch Plant to be inspected weekly by a competent person. Inspections register kept</p> |
| Construction. Regulation 20/ Driven Machinery Regulations 18 & 19 | Cranes & Lifting Machines Equipment | <p>Competent person appointed in writing to inspect Cranes, Lifting Machines & Equipment</p> <p>Written Proof of Competence of above appointee available on Site.</p> <p>Cranes & Lifting tackle identified/numbered</p> <p>Register kept for Lifting Tackle</p> <p>Log Book kept for each individual Crane</p> <p>Inspection: - All cranes - daily by operator</p> <p>- Tower Crane/s - after erection/6monthly</p> <p>- Other cranes - annually by comp. person</p> <p>- Lifting tackle(slings/ropes/chain slings etc.) - daily or before every new application</p> |
| Construction. Regulation 22/ Electrical Machinery Regulations 9 & 10/ Electrical | *Inspection & Maintenance of Electrical Installation & Equipment (including portable electrical tools) | <p>Competent person appointed in writing to inspect/test the installation and equipment.</p> <p>Written Proof of Competence of above appointee available on Site.</p> <p>Inspections:</p> <ul style="list-style-type: none"> - Electrical Installation & equipment inspected after installation, after alterations and quarterly. Inspection Registers kept <p>Portable electric tools, electric lights and extension leads must be uniquely identified/ numbered.</p> <p>Weekly visual inspection by User/Issuer/Store man. Register kept.</p> |

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| Installation Regulations | | |
| Construction Regulation 26/ General Safety Regulation 8(1)(a) | *Designation of Stacking & Storage Supervisor. | Competent Person/s with specific knowledge and experience designated to supervise all Stacking & Storage Written Proof of Competence of above appointee available on Site |

| OHS Act Section /Regulation | Subject | Requirements |
|---|---|--|
| Construction. Regulation 27/ Environmental Regulation 9 | *Designation of a Person to Co-ordinate Emergency Planning And Fire Protection | Person/s with specific knowledge and experience designated to co-ordinate emergency contingency planning and execution and fire prevention measures Emergency Evacuation Plan developed: - Drilled/Practiced - Plan & Records of Drills/Practices available on Site Fire Risk Assessment carried out All Fire Extinguishing Equipment identified and on register . Inspected weekly. Inspection Register kept Serviced annually |
| General Safety Regulation 3 | *First Aid | Every workplace provided with sufficient number of First Aid boxes. (Required where 5 persons or more are employed) First Aid freely available Equipment as per the list in the OH&S Act. One qualified First Aider appointed for every 50 employees. (Required where more than 10 persons are employed) List of First Aid Officials and Certificates Name of person/s in charge of First Aid box/es displayed. Location of First Aid box/es clearly indicated. Signs instructing employees to report all Injuries/illness including first aid injuries |
| General Safety Regulation 2 | Personal Safety Equipment (PSE) | PSE Risk Assessment carried out Items of PSE prescribed/use enforced Records of Issue kept Undertaking by Employee to use/wear PSE PSE remain property of Employer, not to be removed from premises GSR 2(4) |
| General Safety Regulation 9 | *Inspection & Use of Welding/Flame Cutting Equipment | Competent Person/s with specific knowledge and experience designated to Inspect Electric Arc, Gas Welding and Flame Cutting Equipment Written Proof of Competence of above appointee available on Site All new vessels checked for leaks, leaking vessels NOT taken into stock but returned to supplier immediately Equipment identified/numbered and entered into a register Equipment inspected weekly. Inspection Register kept Separate, purpose made storage available for full and empty vessels |
| Hazardous Chemical Substances (HCS) Regulations Construction Regulation 23 | *Control of Storage & Usage of HCS and Flammables | Competent Person/s with specific knowledge and experience designated to Control the Storage & Usage of HCS (including Flammables) Written Proof of Competence of above appointee available on Site Risk Assessment carried out Register of HCS kept/used on Site Separate, purpose made storage available for full and empty containers |
| Vessels under Pressure Regulations | Vessels under Pressure (VUP) | Competent Person/s with specific knowledge and experience designated to supervise the use, storage, maintenance, statutory inspections & testing of VUP's Written Proof of Competence of above appointee available on Site Risk Assessment carried out |

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|--|--|---|
| | | <p>Certificates of Manufacture available on Site</p> <p>Register of VUP's on Site</p> <p>Inspections & Testing by Approved Inspection Authority (AIA):</p> <ul style="list-style-type: none"> - after installation/re-erection or repairs - every 36 months. - Register/Log kept of inspections, tests. Modifications & repair |
|--|--|---|

| OHS Act Section /Regulation | Subject | Requirements |
|-------------------------------|---|---|
| Construction Regulation 21 | Construction Vehicles & Earth Moving Equipment | <p>Operators/Drivers appointed to:</p> <ul style="list-style-type: none"> - Carry out a daily inspection prior to use - Drive the vehicle/plant that he/she is competent to operate/drive <p>Written Proof of Competence of above appointee available on Site. Record of Daily inspections kept</p> |
| General Safety Regulation 13A | *Inspection of Ladders | <p>Competent person appointed in writing to inspect Ladders</p> <p>Ladders inspected at arrival on site and weekly there after. Inspections register kept</p> <p>Application of the types of ladders (wooden, aluminium etc.) regulated by training and inspections and noted in register</p> |
| General Safety regulation 13B | Ramps | <p>Competent person appointed in writing to Supervise the erection & inspection of Ramps. Inspection register kept. Daily inspected and noted in register</p> |

17.1 EDUCATION & TRAINING

| d) Subject | e) Requirement |
|--|--|
| <p>*Company OH&S Policy Section 7(1)</p> <p>*Company/Site OH&S Rules (Section 13(a))</p> <p>*Induction & Task Safety Training (Section 13(a))</p> <p>*General OH&S Training (Section 13(a))</p> <p>*Occupational Health & Safety Promotion</p> | <p>Policy signed by CEO and published/Circulated to Employees</p> <p>Policy displayed on Employee Notice Boards</p> <p>Management and employees committed.</p> <p>Rules published</p> <p>Rules displayed on Employee Notice Boards</p> <p>Rules issued and employees effectively informed or trained: written proof</p> <p>Follow-up to ensure employees understand/adhere to the policy and rules.</p> <p>All new employees receive OH&S Induction Training.</p> <p>Training includes Task Safety Instructions.</p> <p>Employees acknowledge receipt of training.</p> <p>Follow-up to ensure employees understand/adhere to instructions.</p> <p>All current employees receive specified OH&S training: written proof</p> <p>Operators of Plant & Equipment receive specified training</p> <p>Follow-up to ensure employees understand/adhere to instructions.</p> <p><u>Incident Experience Board indicating e.g.</u></p> <ul style="list-style-type: none"> * No. of hours worked without an Injury * No. of days worked without an Injury <p>Mission, Vision and Goal</p> <p>Star Grading - Board kept up to date.</p> <p>Safety Posters displayed & changed regularly</p> <p>Employee Notice Board for OH&S Notices.</p> <p>Site OH&S Competition.</p> <p>Company OH&S Competition.</p> <p>Participation in Regional OH&S Competition</p> <p>Suggestion scheme.</p> |

17.2 PUBLIC SAFETY, SECURITY MEASURES & EMERGENCY PREPAREDNESS

| | f) Requirement |
|-------------------------------|---|
| *Notices & Signs | <p>Notices & Signs at entrances / along perimeters indicating "No Unauthorised Entry".</p> <p>Notices & Signs at entrance instructing visitors and non - employees what to do, where to go and where to report on entering the site/yard with directional signs. e.g. "Visitors to report to Office"</p> <p>Notices & Signs posted to warn of overhead work and other hazardous activities. e.g. General Warning Signs</p> |
| *Site Safeguarding | Nets, Canopies, Platforms, Fans etc. to protect members of the public passing / entering the site. |
| *Security Measures | <p>Access control measures/register in operation</p> <p>Security patrols after hours during weekends and holidays</p> <p>Sufficient lighting after dark</p> |
| *Emergency Preparedness | <p>Guard has access to telephone/ mobile/other means of emergency communication</p> <p>Emergency contact numbers displayed and made available to Security & Guard</p> <p>Emergency Evacuation instructions posted up on all notice boards (including employees' notice boards)</p> <p>Emergency contingency plan available on site/in yard</p> <p>Doors open outwards/unobstructed</p> <p>Emergency alarm audible all over (including in toilets)</p> <p>Adequate No. of employees trained to use Fire Fighting Equipment.</p> <p>Emergency Evacuation Plan available displayed and practiced.</p> <p>(See Section 1 for Designation & Register)</p> |
| *Emergency Drill & Evacuation | |

17.3 PERSONAL PROTECTIVE EQUIPMENT

| g) Subject | h) Requirement |
|--------------------------|--|
| *PPE needs analysis | <p>Need for PPE identified and prescribed in writing.</p> <p>PPE remain property of Employer, not to be removed from premises GSR 2(4)</p> |
| *Head Protection | All persons on site wearing Safety Helmets including Sub-contractors and Visitors (where prescribed) |
| *Foot Protection | <p>All employees on site wearing Safety Footwear including Gumboots for concrete / wet work and non-slip shoes for roof work.</p> <p>Visitors to wear same upon request or where prescribed</p> |
| *Eye and Face Protection | <p><u>Eye and Face (also Hand and Body) Protection</u> (Goggles, Face Shields, Welding Helmets etc.) used when operating the following:</p> <ul style="list-style-type: none"> * Jack/ Kango Hammers * Angle / Bench Grinders * Electric Drills (Overhead work into concrete / cement / bricks * Explosive Powered tools * Concrete Vibrators / Pokers * Hammers & Chisels |

| | |
|----------------------------|--|
| | <ul style="list-style-type: none"> * Cutting / Welding Torches * Cutting Tools and Equipment * Guillotines and Benders * Shears * Sanders and Sanding Machines * CO2 and Arc Welding Equipment * Skill / Bench Saws * Spray Painting Equipment etc. |
| *Hearing Protection | <u>Hearing Protectors</u> (Muffs, Plugs etc.) used when operating the following: <ul style="list-style-type: none"> * Jack / Kango Hammers * Explosive Powered Tools * Wood/Aluminium Working Machines e.g. saws, planers, routers |
| *Hand Protection | <u>Protective Gloves</u> worn by employees handling / using: <ul style="list-style-type: none"> * Cement / Bricks / Steel / Chemicals * Welding Equipment * Hammers & Chisels * Jack / Kango Hammers etc. |
| *Respiratory Protection | Suitable/efficient prescribed <u>Respirators</u> worn correctly by employees handling / using: <ul style="list-style-type: none"> * Dry cement * Dusty areas * Hazardous chemicals * Angle Grinders * Spray Painting etc. |
| *Fall Prevention Equipment | Suitable <u>Safety Belts</u> / Fall Arrest Equipment correctly used by persons working on / in unguarded, elevated positions e.g.: <ul style="list-style-type: none"> * Scaffolding * Riggers * Lift shafts * Edge work * Ring beam edges etc. Other methods of fall prevention applied e.g. catch nets |
| *Protective Clothing | All jobs requiring protective clothing (Overalls, Rain Wear, Welding Aprons etc.) Identified and clothing worn. |
| *PPE Issue & Control | Identified Equipment issued free of charge. All PPE maintained in good condition. (Regular checks). Workers instructed in the proper use & maintenance of PPE. Commitment obtained from wearer accepting conditions and to wear the PPE. Record of PPE issued kept on H&S File. PPE remain property of Employer, not to be removed from premises GSR 2(4) |

17.4 HOUSEKEEPING

| Subject | Requirement |
|--|---|
| *Scrap Removal System | All items of Scrap/Unusable Off-cuts/Rubble and redundant material removed from working areas on a regular basis. (Daily) Scrap/Waste removal from heights by chute/hoist/crane. Nothing thrown/swept over sides. Scrap disposed of in designated containers/areas Removal from site/yard on a regular basis. |
| Stacking & Storage (See Section 1 for Designation & Register) | <u>Stacking:</u> <ul style="list-style-type: none"> * Stable, on firm level surface/base. * Prevent leaning/collapsing * Irregular shapes bonded * Not exceeding 3x the base * Stacks accessible * Removal from top only. <u>Storage:</u> |

| | |
|-----------------------------------|--|
| | <ul style="list-style-type: none"> * Adequate storage areas provided. * Functional – e.g. demarcated storage areas/racks/bins etc. * Special areas identified and demarcated e.g. flammable gas, cement etc. * Neat, safe, stable and square. * Store/storage areas clear of superfluous material. * Storage behind sheds etc. neat/under control. * Storage areas free from weeds, litter etc. |
| *Waste Control/ Reclamation | <p>Re-usable off-cuts and other re-usable material removed daily and kept to a minimum in the work areas.</p> <p>All re-usable materials neatly stacked/stored in designated areas. (Nails removed/bent over in re-usable timber).</p> <p>Issue of hardware/nails/screws/cartridges etc. controlled and return of unused items monitored.</p> |
| Sub-contractors (Housekeeping) | Sub-contractors are required to comply with Housekeeping requirements. |

17.5 WORKING AT HEIGHTS (INCLUDING ROOF WORK)

| i) Subject | j) Requirement |
|------------|---|
| Openings | Unprotected openings adequately guarded/fenced/barricaded/catch nets installed |
| Roofing | <p>Roof work discontinued when bad/hazardous weather</p> <p>Fall protection measures (including warning notices) when working close to edges or on fragile roofing material</p> <p>Covers over openings in roof of robust construction/secured against displacement</p> |

17.6 SCAFFOLDING / FORMWORK / SUPPORT WORK

| k) Subject | l) Requirement |
|---------------------------|---|
| Access/System Scaffolding | <p>Foundation firm / stable</p> <p>Sufficient bracing.</p> <p>Tied to Structure/prevented from side or cross movement</p> <p>Platform boards in good condition/sufficient/secured.</p> <p>Handrails and toe boards provided.</p> <p>Access ladders / stairs provided.</p> <p>Area/s under scaffolding tidy.</p> <p>Safe/unsafe for use signs</p> <p>Complying with OH&S Act/SABS 085</p> |
| Free Standing Scaffolding | <p>Foundation firm / stable</p> <p>Sufficient bracing.</p> <p>Platform boards in good condition/sufficient/secured.</p> <p>Handrails and toe boards provided.</p> <p>Access ladders / stairs provided.</p> <p>Area/s under scaffolding tidy.</p> <p>Safe/unsafe for use signs</p> <p>Height to base ratio correct</p> <p>Outriggers used /tied to structure where necessary</p> <p>Complying with OH&S Act/SABS 085</p> |
| *Mobile Scaffolding | <p>Foundation firm / stable</p> <p>Sufficient bracing.</p> <p>Platform boards in good condition/sufficient/secured.</p> <p>Handrails and toe boards provided.</p> <p>Access ladders / stairs provided.</p> |

| | |
|-------------------------|---|
| | Area/s under scaffolding tidy. Safe/unsafe for use signs |
| *Mobile Scaffolding | Wheels / swivels in good condition Brakes working and applied. Height to base ratio correct. Outriggers used where necessary Complying with OH&S Act/SABS 085 |
| Suspended Scaffolding | Outriggers securely supported and anchored. Correct No. of steel wire ropes used. Platform as close as possible to the structure. Handrails on all sides All winches / ropes / cables / brakes inspected regularly and replaced as prescribed Scaffolding complies with OHS Act (Act 85/93) Winch(es) maintained by competent person(s) |
| Formwork / Support Work | All components in good condition. Foundation firm / stable. Adequate bracing / stability ensured. Good workmanship / uprights straight and plumb. Good cantilever construction. Safe access provided. Areas under support work tidy. Same standards as for system scaffolding. |
| Special Scaffolding | Special Scaffolding e.g. Cantilever, Jib and Truss-out scaffolds erected to an acceptable standard and inspected by specialists. |
| Edges & Openings | Edges barricaded to acceptable standards. Manhole openings covered / barricaded. Openings in floor / other openings covered, barricaded/fenced. Stairs provided with handrails. Lift shafts barricaded / fenced off. |

17.7 LADDERS

| m) Subject | n) Requirement |
|-------------------------------------|---|
| *Physical Condition / Use & Storage | Stepladders - hinges/stays/braces/stiles in order. Extension ladders - ropes/rungs/stiles/safety latch/hook in order. Extension / Straight ladders secured or tied at the bottom / top. No joined ladders used Wooden ladders are never painted except with varnish Aluminium ladders NOT to be used with electrical work All ladders stored on hooks / racks and not on ground. Ladders protrude 900 mm above landings / platforms / roof. Fixed ladders higher than 5 m have cages/Fall arrest system |

17.8 ELECTRICAL INSTALLATIONS AND SAFEGUARDING

| o) Subject | p) Requirement |
|--|--|
| *Electrical Distribution Boards & Earth Leakage | <p>Colour coded / numbered / symbolic sign displayed.</p> <p>Area in front kept clear and unobstructed.</p> <p>Fitted with inside cover plate / openings blanked off / no exposed "live" conductors / terminals/Door kept close</p> <p>Switches / circuit breakers identified.</p> <p>Earth leakage protection unit fitted and operating.</p> <p>Tested with instrument: Test results within 15 – 30 milliamps</p> <p>Aperture/Opening/s provided for the plugging in and removal of extension leads without the need to open the door</p> <p>Apertures and openings used for extension leads to be protected against the elements and especially rain</p> |
| *Electrical Installations & Wiring | <p>Temporary wiring / extension leads in good condition / no bare or exposed wires.</p> <p>Earthing continuity / polarity correct:</p> <p>Looking at the open connectors to connect the wiring, the word "Brown" has the letter 'R' in it, so the b'R'own wire connects to the 'R'ight hand connector. "Blue" has the letter 'L' in it, so the b'L'ue wire connects to the 'L'eft hand connector.</p> <p>Cables protected from mechanical damage and moisture.</p> <p>Correct loading observed e.g. no heating appliance used from lighting circuit etc.</p> <p>Light fittings/lamps protected from mechanical damage/moisture.</p> <p>Cable arrestors in place and used inside plugs</p> |
| *Physical condition of Electrical Appliances & Tools | <p>Electrical Equipment and Tools: (includes all items plugging in to a 16 Amp supply socket)</p> <p>Insulation / casing in good condition.</p> <p>Earth wire connected/intact where not of double insulated design</p> <p>Double insulation mark indicates that no earth wire is to be connected.</p> <p>Cord in good condition/no bare wires/secured to machine & plug.</p> <p>Plug in good condition, connected correctly and correct polarity.</p> |

17.9 EMERGENCY, FIRE PREVENTION AND PROTECTION

| q) Subject | r) Requirement |
|---|---|
| *Fire Extinguishing Equipment | <p>Fire Risks Identified and on record</p> <p><u>The correct and adequate Fire Extinguishing Equipment available for:</u></p> <ul style="list-style-type: none"> * Offices * General Stores * Flammable Store * Fuel Storage Tank/s and catchment well * Gas Welding / Cutting operations * Where flammable substances are being used / applied. * Equipment Easily Accessible |
| *Maintenance | Fire equipment checked minimum monthly, serviced yearly |
| *Location & Signs | <p><u>Fire Extinguishing Equipment:</u></p> <ul style="list-style-type: none"> * Clearly visible * Unobstructed * Signs posted including "No Smoking" / "No Naked Lights" where required. (Flammable store, Gas store, Fuel tanks etc.) |
| s) Subject | t) Requirement |
| * Storage Issue & Control of Flammables (incl. Gas cylinders) | <p>Storage Area provided for flammables with suitable doors, ventilation, bund etc.</p> <p>Flammable store neat / tidy and no Class A combustibles. Decanting of flammable substances carried out in ignition free and adequately ventilated area. Container bonding principles applied</p> <p>Only sufficient quantities issued for one task or one day's usage</p> |

| | |
|--|--|
| | <p>Separate, special gas cylinder store/storage area.</p> <p>Gas Cylinders stored / used / transported upright and secured in trolley/cradle/structure and ventilated.</p> <p>Types of Gas Cylinders clearly identified as well as the storage area and stored separately.</p> <p>Full cylinders stored separately from empty cylinders.</p> <p>All valves, gauges, connections, threads of all vessels to be checked regularly for leaks.</p> <p>Leaking acetylene vessels to be returned to the supplier IMMEDIATELY.</p> |
| *Storage, Issue & Control of Hazardous Chemical Substances (HCS) | <p>HCS storage principles applied: products segregated</p> <p>Only approved, non-expired HCS to be used</p> <p>Only the prescribed PPE shall be used as the minimum protection</p> <p>Provision made for leakage/spillage containment and ventilation</p> <p>Emergency showers/eye wash facilities provided</p> <p>HCS under lock & key controlled by designated person</p> <p>Decanted/issued in containers as prescribed with information/warning labels</p> <p>Disposal of unwanted HCS by accredited disposal agent</p> <p>No dumping or disposal of any HCS on or inside the storage area or anywhere else on the project site</p> <p>All vessels or containers to be regularly checked for leaks</p> |

17.10 EXCAVATIONS

| u) Subject | v) Requirement |
|--------------------------------|--|
| Excavations deeper than 1.5 m. | <p>Shored / Braced to prevent caving / falling in.</p> <p>Provided with an access ladder.</p> <p>Excavations guarded/barricaded/lighted after dark in public areas</p> <p>Soil dumped at least 1 m away from edge of excavation</p> <p>On sloping ground soil dumped on lower side of excavation</p> <p>All excavations are subject to daily inspections</p> |

17.11 TOOLS

| w) Subject | x) Requirement |
|---------------------------|---|
| *Hand Tools | <p><u>Shovels / Spades / Picks:</u></p> <ul style="list-style-type: none"> * Handles free from cracks and splinters * Handles fit securely * Working end sharp and true <p><u>Hammers:</u></p> <ul style="list-style-type: none"> * Good quality handles, no pipe or reinforcing steel handles. * Handles free from cracks and splinters <p>Handles fit securely</p> <p><u>Chisels:</u></p> <ul style="list-style-type: none"> * No mushroomed heads / heads chamfered * Not hardened * Cutting edge sharp and square <p><u>Saws:</u></p> <ul style="list-style-type: none"> * Teeth sharp and set correctly * Correct saw used for the job |
| *Explosive Powered Tools. | <p>Only used by trained / authorised personnel.</p> <p>Prescribed warning signs placed / displayed where tool is in use.</p> <p>Work area must be properly isolated/ demarcated during use of tool.</p> <p>Inspected at least monthly by competent person and results recorded.</p> <p>Issue and return recorded including cartridges / nails and unused cartridges / nails / empty shells recorded.</p> <p>Cleaned daily after use.</p> |

17.12 CRANES

| y) Subject | z) Requirement |
|---------------|---|
| Tower Crane | <p>Only operated by trained authorised operator with valid certificate of training</p> <p>Structure - no visible defects</p> <p>Electrical installation good/safe</p> <p>Crane hook: Throat pop marked/safety latch fitted/functional</p> <p>SWL/MML displayed</p> <p>Limit switches with backup switches fitted/operational</p> <p>Access Ladder fitted with backrests/Fall arrest system installed</p> <p>Lifting tackle in good condition/inspection colour coding</p> <p>Lifting tackle checked daily</p> |
| *Mobile Crane | <p>Only operated by trained authorised operator with valid certificate of training</p> <p>Rear view mirrors</p> <p>Windscreen visibility good</p> <p>Windscreen wipers operating effectively</p> <p>Indicators operational</p> <p>Hooter working</p> <p>Tyres safe/sufficient tread/pressure visibly sufficient</p> <p>No missing Wheel nuts</p> <p>Headlights, taillights operational</p> <p>Reverse alarm working and audible and known by all employees</p> <p>Grease nipples and grease on all joints</p> <p>No Oil leaks</p> <p>Hydraulic pipes visibly sound/no leaks</p> <p>No corrosion on Battery terminals</p> <p>Boom visibly in good condition/no apparent damage</p> <p>Cable/sheaves greased/no visible damage/split wires/corrosion and checked daily</p> <p>Brakes working properly</p> <p>Crane hook: Throat pop marked/safety latch fitted/functional</p> <p>SWL/MML displayed</p> <p>By-pass valves operational</p> <p>Deflection chart displayed/visible to operator/driver</p> <p>Outriggers functional used</p> |
| *Gantry Crane | <p>Only operated by trained authorised persons</p> <p>Correct slinging techniques used</p> <p>Recognised/displayed on chart signals used</p> <p>Log book kept/up to date</p> <p>Prescribed inspections conducted on crane & lifting tackle and checked daily</p> <p>"Crane overhead" signage, where applicable</p> <p>Crane hook: Throat pop marked/safety latch fitted/functional</p> <p>SWL/MML displayed/load limiting switches fitted/operational</p> |

14.14 BUILDER'S HOIST

| aa) Subject | bb) Requirement |
|-----------------|--|
| Builder's Hoist | <p>"Hoist In Operation" - sign displayed.</p> <p>General construction strong and free from patent defects.</p> <p><u>Tower:</u> * Adequately secured / braced.</p> <p>* At least 900 mm available for over travel.</p> <p>* Barricaded at least 2 100 mm high at ground level and floors.</p> <p>* Landing place provided with gate at least 1 800 high.</p> <p><u>Platform:</u> * No persons conveyed on platform</p> <p>* Steel wire ropes with breaking strength of six times max. load.</p> |

| | |
|--|---|
| | <ul style="list-style-type: none"> * Signal systems used which may include two way radio connection. * Goods prevented from moving / falling off. * Effective brake capable of stopping and holding max. load. |
|--|---|

14.15 TRANSPORT & MATERIALS HANDLING EQUIPMENT

| cc) Subject | dd) Requirement |
|----------------|--|
| *Site Vehicles | <p>All Site Vehicles, Dumpers, Bobcats, Loaders etc; checked daily before use by driver / operator.</p> <p>Inventory of vehicles used/operated on site</p> <p>Inspection by means of a checklist / results recorded.</p> <p>No persons riding on equipment not designed or designated for passengers.</p> <p>Site speed limit posted, enforced and not exceeded.</p> <p>Drivers / Operators trained / licensed and carrying proof.</p> <p>No unauthorised persons allowed driving / operating equipment.</p> |
| Conveyors | <p>Conveyor belt nip points and drive gear guarded.</p> <p>Emergency stop/lever/brake fitted, clearly marked & accessible and tested to be functional under full load.</p> |

14.16 SITE PLANT AND MACHINERY

| ee) Subject | ff) Requirement |
|------------------------------|--|
| Brick Cutting Machine | <p>Operator Trained.</p> <p>Only authorised persons use the machine.</p> <p>Emergency stop switch clearly marked and accessible.</p> <p>Area around the machine dry and slip/trip free/clear of off-cuts</p> <p>All moving drive parts guarded/electrical supply cable protected</p> <p>Operator using correct PPE - eye/face/hearing/foot/hands/body.</p> |
| *Electric Arc Welder | <p>Welder Trained.</p> <p>Only authorised / trained persons use welder.</p> <p>Earth cable adequately earthed to work.</p> <p>Electrode holder in good condition/safe</p> <p>Cables, clamps & lugs/connectors in good condition.</p> <p>Area in which welding machine is used is dry/protected from wet.</p> <p>Welder using correct PPE - eye/ face/foot/body/respirator.</p> <p>Correct transparent screens & warning signs placed</p> |
| *Woodworking Machines | <p>Operators Trained.</p> <p>Only authorised persons use machines.</p> <p>Provided with guards.</p> <p>Guards used.</p> <p>Operators using correct PPE - eye/face/feet/hearing</p> <p>Circular saws strictly operated according to prescribed methods and settings</p> <p>Only prescribed saw blades (cross-cut, ripping blade, smooth cut, aluminium) shall be used for various applications</p> |
| *Compressors | <p>Relief valves correctly set and locked / sealed.</p> <p>Maximum Safe Working Pressure (MSWP) indicated on face of pressure gauge: not on glass cover.</p> <p>All drives adequately guarded.</p> <p>Receiver/lines drained daily</p> <p>Hoses good condition/clamped, not wired</p> <p>Compressed air NEITHER used to dust off clothing/PPE/ and work areas NOR on bare skin</p> |
| Concrete Mixer / Batch Plant | <p>Top platform provided with guardrails.</p> <p>Dust abatement methods in use.</p> |

| | |
|--|---|
| | <p>Operators using correct PPE - eye / hands / respirators.</p> <p>All moving drive parts guarded.</p> <p>Emergency stops identified / indicated and accessible.</p> <p>Area kept clean/dry/and free from tripping and slipping hazards.</p> <p>Operators' overseer identified and crane signals displayed and used.</p> |
| *Gas Welding / Flame Cutting Equipment | <p>Only authorised/trained persons use the equipment.</p> <p>Torches and gauges in good condition.</p> <p>Flashback arrestors fitted at cylinders and gauges.</p> <p>Hoses in good condition/correct type/all connections with clamps</p> <p>Cylinders stored, used and transported in upright position, secured in trolley / cradle / to structure.</p> <p>All cylinders regularly checked for leaks, leaking cylinders returned immediately</p> <p>Fire prevention/control methods applied/hot work permits</p> |

14.17 PLANT & STORAGE YARDS/SITE WORKSHOPS SPECIFICS

| Subject | Requirements |
|---|--|
| <p>Section 8(2)(1)</p> <p>General Machinery Regulation 2(1):</p> <p>Supervision of the Use & Maintenance of Machinery</p> | <p>Person/s with specific knowledge and experience designated in writing to Supervise the Use & Maintenance of Machinery</p> <p>Critical items of Machinery identified/numbered/placed on register/inventory</p> <p>Inspection/maintenance schedules for abovementioned</p> <p>Inspections/maintenance carried out to above schedules</p> <p>Results recorded</p> |
| <p>General Machinery Regulation 9(2): Notices re. Operation of Machinery</p> | <p>Schedule D Notice posted in Work areas</p> |
| <p>Vessels under Pressure Regulation 13(1)(b):</p> <p>Supervision of the Use & Maintenance of Vessels under Pressure (VuP)</p> | <p>Person/s with specific knowledge and experience designated in writing to Supervise the Use & Maintenance of VuP's</p> <p>VuP's identified/numbered/placed on register/Manufacturers plate intact</p> <p>Inspection/maintenance schedules for abovementioned</p> <p>Inspections/maintenance carried out to above schedules</p> <p>Results recorded/Test certificates available</p> |

| | |
|-----------------------------|---|
| Lock-out Procedure | Lock-out procedure in operation |
| Ergonomics | Ergonomics survey conducted – results on record Survey results applied |
| Demarcation & Colour Coding | Demarcation principles applied All services, pipes, electrical installation, stop-start controls, emergency controls etc. colour coded to own published or SABS standard Employees trained to identify colour coding |
| Portable & Bench Grinders | Area around grinder clear/trip/slip free Bench grinders mounted securely/grinder generally in good condition/No excessive vibration On/Off switch/button clearly demarcated/accessible Adequate guards in place Tool rest – secure/square/max. 2 mm gap, perpendicular to drive shaft Stone/disk - correct type and size/mounted correctly/dressed Use of Eye protection enforced |
| Battery Storage & Charging | Adequately ventilated, ignition free room/area/no smoking sign/s Batteries placed on rubber/wooden surface Emergency shower/eye wash provided No acid storage in area Prescribed methods in place and adhered to when charging batteries |
| Ancillary Lifting Equipment | Chain Blocks/Tirfors/jacks/mobile gantries etc. identified/ numbered on register Chains in good condition/links no excessive wear/checked daily Lifting hooks – throat pop marked/safety latch fitted SWL/MML marked/displayed |
| Presses/Guillotines/Shears | Only operated by trained/authorised persons Interlocks/lock-outs fitted/PPE worn or used at all times |

14.18 WORKPLACE ENVIRONMENT, HEALTH AND HYGIENE

| gg) Subject | hh) Requirement |
|--------------------------------|--|
| *Lighting | Adequate lighting in places where work is being executed e.g. stairwells and basements. Light fittings placed / installed causing no irritating/blinding glare. Stroboscopic effect eliminated (not only reduced) where moving objects or machinery is used |
| *Ventilation | Adequate ventilation / extraction / exhausting in hazardous areas e.g. chemicals / adhesives / welding / petrol or diesel/ motors running and in confined spaces / basements. |
| *Noise | Tasks identified where noise levels exceeds 85 dB at any one time. All reasonable steps taken to reduce noise levels at the source. Hearing protection used where noise levels could not be reduced to below 85 dB. |
| *Heat Stress | Measures in place to prevent heat exhaustion in heat stress problem areas e.g. steel decks, when the WBGT index reaches 30. (See Environmental Regulation 4) Cold drinking water readily available at all times. |
| *Ablutions | Sufficient hygiene facilities provided - 1 toilet per 30 employees (National Building Regulations prescribe chemical toilets for Construction sites) Toilet paper available. Sufficient showers provided. Facilities for washing hands provided Soap/cleaning agent available for washing hands Means of drying hands available Lock-up changing facilities / area provided. Ablution facilities kept hygienic and clean. |
| *Eating / Cooking Facilities | Adequate storage facilities provided. Weather protected eating area provided, separate from changing area Refuse bins with lids provided. Facilities kept clean and hygienic. |
| *Pollution of Environment | Measures in place to minimize dust generation. Accumulation or littering of empty cement pockets, plastic wrapping / bags, packing materials etc. prevented. Spillage / discarding of oil, chemicals and diesel into storm water and other drains or into existing or newly dug holes/cavities on site expressly prohibited. |
| *Hazardous Chemical Substances | All substances identified and list available e.g. acids, flammables, poisons etc. Material Safety Data Sheets (MSDS) indicating hazardous properties and emergency procedures in case of incident on file and readily available. Substances stored safely. Expiry dates meticulously checked where applicable |

18 THE PRINCIPAL CONTRACTOR'S GENERAL DUTIES

18.1 The Principal Contractor shall at all times ensure his status of an "employer" as referred to in the Act, and will abide by his/her responsibilities, duties and functions as per the requirements of the Act and Regulations with specific reference to Section 8 of the Act.

18.2 The Principal Contractor shall keep, and on demand make available, a copy of the Act on site at all times and in addition to that he/she will introduce and maintain a file titled "**Health and Safety File**", or other record in permanent form, which shall contain all relevant aspects and information as contemplated in the Construction Regulations. He/she will make this file available to the client or his representative whenever necessary or on request to an interested party.

19 THE PRINCIPAL CONTRACTOR'S SPECIFIC DUTIES

19.1 The Principal Contractor's specific duties in terms of these specifications are detailed in the Construction Regulations as published under government notice No.R1010 dated 18 July 2003.

19.2 The Principal Contractor is specifically referred to the following elements of the Construction Regulations:

- 19.2.1 Regulation No. 1 - Definitions
- 19.2.2 Regulation No. 2 - Scope of application
- 19.2.3 Regulation No. 3 - Notification of construction work
- 19.2.4 Regulation No. 5 - Principal Contractor and Contractor
- 19.2.5 Regulation No. 6 - Supervision of construction work
- 19.2.6 Regulation No. 7 - Risk Assessment
- 19.2.7 Regulation No. 26 - Stacking & Storage on construction sites
- 19.2.8 Regulation No. 28 - Construction welfare facilities
- 19.2.9 Regulation No. 29 - Approved Inspection authorities
- 19.2.10 Regulation No. 30 - Offences and penalties

19.3 This list must not be taken to be exclusive or exhaustive!

19.4 The Principal Contractor shall ensure compliance to the Act and its Regulations and specifically to the above regulations, and document each record in the Health and Safety File.

20 THE PRINCIPAL CONTRACTOR'S SPECIFIC RESPONSIBILITIES WITH REGARD TO HAZARDOUS ACTIVITIES

20.1 The following activities are identifiable as hazardous in terms of the Construction Regulations.

20.2 The contractor shall execute the activities in accordance with the following Construction Regulations and other applicable regulations of the Act:

- 20.2.1 Regulation No. 8 - fall protection
- 20.2.2 Regulation No. 9 - Structures
- 20.2.3 Regulation No. 10 - Formwork and support work
- 20.2.4 Regulation No. 11 - Excavation work
- 20.2.5 Regulation No. 12 - Demolition work
- 20.2.6 Regulation No. 13 - Tunneling

- 20.2.7 Regulation No. 14 - Scaffolding
- 20.2.8 Regulation No. 15 - Suspended platforms
- 20.2.9 Regulation No. 16 - Boatswain's chairs
- 20.2.10 Regulation No. 17 - Material hoists
- 20.2.11 Regulation No. 18 - Batch plants
- 20.2.12 Regulation No. 19 - Explosive powered tools
- 20.2.13 Regulation No. 20 - Cranes
- 20.2.14 Regulation No. 21 - Construction vehicles & mobile plant.
- 20.2.15 Regulation No. 22 - Electrical installations and machinery on construction sites
- 20.2.16 Regulation No. 23 - Use and temporary storage of flammable liquids
on construction sites
- 20.2.17 Regulation No. 24 - Water environments
- 20.2.18 Regulation No. 25 - Housekeeping on construction sites
- 20.2.19 Regulation No. 27 - Fire precautions on construction sites.

20.3 This list must not be taken to be exclusive or exhaustive!

20.4 All of the above requirements will be read in conjunction with the relevant regulations and health and safety standards as required by the Act. All documents and records required by the Construction Regulations will be kept in the Health and Safety File and will be made available at any time when required by the client or his representative, or on request to an interested party.

21.1 LEGAL FRAMEWORK

The below listed Acts and Principles applies to the State as well as to State owned buildings and premises:

- (i) The latest issue of SABS 0142: "Code of Practice for the Wiring of Premises"
- (ii) The Local Government Ordinance 1939 (Ordinance 17 of 1939) as amended and the municipal by-laws and any special requirements of the local supply authority
- (iii) The Fire Brigade Services Act 1987, Act 99 of 1987 as amended
- (iv) The National Building Regulations and Building Standards Act 1977 (Act 103 of 1977) as amended and relevant proclaimed Regulations (SABS 0400)
- (v) The Post Office Act 1958 (Act 44 of 1958) as amended
- (vi) The Electricity Act 1984, Act 41 of 1984
- (vii) The Regulations of Local Gas Board(s), including Publications of the SABS Standards and Codes of Practice, with specific reference to GNR 17468 dated 4th October 1997;
- (viii) Legislation pertaining to water usage and the environment;
- (ix) Legislation governing the use of equipment, which may emit radiation (e.g. X-Rays etc.)
- (x) Common Law.

22 LEGAL LIABILITIES

22.1 Common Law is mainly based on the following principles :

- 22.1.1 Would the reasonable person have foreseen the hazard?
- 22.1.2 **That is a reasonable person in that specific position, taking experience, qualifications, authority, position in the organization etc. into consideration**
- 22.1.3 Would the reasonable person have taken precautionary measures (action) to prevent or limit the hazard?

23 HOUSE KEEPING

23.1 Good housekeeping will be maintained at all times as per Construction Regulation No. 25.

23.2 Poor housekeeping contributes to three major problems, namely, costly or increased accidents, fire or fire hazards and reduction in production. Good housekeeping will enhance production time.

23.3 Particular emphasis is to be placed on the following crucial elements of a construction site:

- 23.3.1 Phase priorities and production/plant layout
- 23.3.2 Enclosures
- 23.3.3 Pits, openings and shoring
- 23.3.4 Storage facilities
- 23.3.5 Effective, sufficient and maintained lighting or illumination
- 23.3.6 Principal sources of injuries e.g. stairways, runways, ramps, loose building material
- 23.3.7 Oil, grease, water, waste, rubble, glass, storm water
- 23.3.8 Color coding
- 23.3.9 Demarcations
- 23.3.10 Pollution
- 23.3.11 Waste disposal
- 23.3.12 Ablution and hygiene facilities
- 23.3.13 First aid

23.4 This list must not be taken to be exclusive or exhaustive!

- 23.5 In promotion of environmental control all waste, rubble, scrap etc, will be disposed of at a registered dump site and records will be maintained. Where it is found to be impractical to use a registered dump site or it is not available, the Principal Contractor will ensure that the matter is brought to record with the client or his representative, after which suitable, acceptable alternatives will be sought and applied.
- 23.6 Dross and refuse from metals, and waste matters or by-products whose nature is such that they are poisonous or capable of fermentation, putrefaction or constituting a nuisance shall be treated or disposed of by methods approved of by an inspector.

NOTE: No employer (Principal Contractor) shall require or permit any person to work at night or after hours unless there is adequate, suitable artificial lighting including support services in respect of Health and Safety.

24 LOCKOUT SYSTEMS – ELECTRICAL

- 24.1 A system of control shall be established in order that no unauthorized person can energize a circuit, open a valve, or activate a machine on which people are working or doing maintenance, even if equipment, plant or machinery is out of commission for any period, thus eliminating injuries and damage to people and equipment as far as is reasonably practicable.
- 24.2 Physical/mechanical lock-out systems shall be part of the safety system and included in training. Lockouts shall be tagged and the system tested before commencing with any work or repairs.

25 INCIDENT INVESTIGATION

- 25.1 Inspection and reporting is the best way in which a responsible contractor can control his area of responsibility. All incidents therefore, irrespective of whether it gave rise to loss, injury, damage or not, shall be investigated and the results recorded in the Health and Safety File. (Attached GAR 9)

26 GENERAL

- 26.1 The project under control of the Principal Contractor shall be subject to periodic health and safety audits that will be conducted by the client at intervals agreed upon between the Principal Contractor and the client, provided such intervals will not exceed periods of one month.
- 26.2 The Principal Contractor is to ensure that he/she and all persons under his control on the construction site shall adhere to the above specifications, as non-conformance will lead to the client taking action as directed by Construction Regulation 4.1(e).
- 26.3 The Principal Contractor should note that he/she shall be held liable for any anomalies including costs and resulting deficiencies due to delays caused by non-conformance and/or non-compliance to the above Health and Safety Specifications and the Health and Safety Plan based on these specifications.

27 IMPORTANT LISTS AND RECORDS TO BE KEPT

- 27.1 The following are lists of several records that are to be kept in terms of the Construction Regulations. The lists are:
 - 27.1.1 **List of appointments**
 - 27.1.2 **List of record keeping responsibilities**
 - 27.1.3 **Inspection checklist**
- 27.2 These lists and documents are to be used as a point of reference to determine which components of the Act would be applicable to a particular site or task or project, as was intended under paragraph 1 ("Preamble") above.

28 LIST OF APPOINTMENTS

| | REGULATION | APPOINTMENT | RESPONSIBLE PERSON |
|-----|-----------------|---|----------------------|
| 1. | 4(1)(c) | Principal contractor for each phase or project | Client |
| 2. | 5.(3)(b) | Contractor | Principal Contractor |
| 3. | 5(11) | Contractor | Contractor |
| 4. | 6(1) | Construction supervisor | Contractor |
| 5. | 6(2) | Construction supervisor sub-ordinates | Contractor |
| 6. | 6(6) | Health and Safety Officer | Contractor |
| 7. | 7(1) | Person to Carry Out Risk Assessment | Contractor |
| 8. | 7(4) | Trainer/Instructor | Contractor |
| 9. | 8(1)(a) | Fall Protection Planner | Contractor |
| 10. | 10 (a) | Formwork & Support Work Supervisor | Contractor |
| 11. | 10(e) + (f) | Formwork & Support Work Examiner | Contractor |
| 12. | 11(1) | Excavation Supervisor | Contractor |
| 13. | 11(3)(b)(ii)(b) | Professional Engineer or Technologist | Contractor |
| 14. | 11(3)(k) | Explosives Expert | Contractor |
| 15. | 12(1) | Supervisor Demolition Work | Contractor |
| 16. | 12(2) + (3) | Demolition Expert | Contractor |
| 17. | 12(11) | Explosives Expert | Contractor |
| 18. | 14(2) | Scaffold Supervisor | Contractor |
| 19. | 15(1) | Suspended Platform Supervisor | Contractor |
| 20. | 15(2)(c) | Compliance Plan Developer | Contractor |
| 21. | 15(8)(c) | Suspended Platform Expert | Contractor |
| 22. | 15(13) | Outrigger Expert | Contractor |
| 23. | 17(8)(a) | Material Hoist Inspector | Contractor |
| 24. | 18(1) | Batch Plant Supervisor | Contractor |
| 25. | 18(7) | Batch Plant Operator | Contractor |
| 26. | 19(2)(b) | Power Tool Expert | Contractor |
| 27. | 19.2 (g) (i) | Power Tool Controller | Contractor |
| 28. | 20(f) | Tower Crane Operator | Contractor |
| 29. | 21(1)(d)(i) | Construction Vehicle and Mobile Plant Operator | Contractor |
| 30. | 21(1)(j) | Construction Vehicle and Mobile Plant Inspector | Contractor |
| 31. | 22(d) | Temporary Electrical Installations Inspector | Contractor |
| 32. | 22 (e) | Temporary Electrical Installations Controller | Contractor |
| 33. | 26 (a) | Stacking and Storage Supervisor | Contractor |
| 34. | 27 (h) | Fire Equipment Inspector | Contractor |

29 LIST OF RECORD KEEPING RESPONSIBILITIES

| | REGULATION | (4) RECORDS TO BE KEPT | RESPONSIBLE PERSON |
|----|------------|--|----------------------|
| 1. | 3(3) | Copy of Principal Contractor's Health & Safety Plan Available on request | Principal Contractor |
| 2. | 4(3) | Copy of Principal Contractor's Health & Safety Plan As well as each Contractor's Health & Safety Plan Available on request | Client |
| 3. | 5(6) | Health and Safety File opened and kept on site (including all documentation required into. OHSA & Regulations Available on request | Principal Contractor |
| 4. | 5(7) | Consolidated Health and Safety File handed to Client on | Every Contractor |

| | | | |
|-----|--------------|---|------------------------|
| | | completion of Construction work. To include all documentation required i.e. OHSA & Regulations and records of all drawings, designs, materials used and similar information on the structure | |
| 5. | 5(8) | Comprehensive and Updated List of all Contractors on site, the agreements between the parties and the work being done Included in Health and Safety file and available on request | Principal Contractor |
| 6. | 5(9) | Keep record on the Health and Safety File of the input by Construction Safety Officer [CR 6 (7)] at design stage or on the Health and Safety Plan | Principal Contractor |
| 7. | 6(7) | Risk Assessment - Available on site for inspection | Contractor |
| 8. | 7(2) | Proof of Health and Safety Induction Training | Contractor |
| 9. | 7 (9) | Construction Supervisor [CR 6(1)] has latest updated version of Fall Protection Plan [CR 8(1)] | Every Employee on Site |
| 10. | 8(3) | Inform contractor in writing of dangers and hazards relating to construction work | Contractor |
| 11. | 9(2)(b) | All drawings pertaining to the design of structure On site available for inspection | Designer of Structure |
| 12. | 9(3) | Record of inspections of the structure [First 2 years – once every 6 months, thereafter yearly] - Available on request | Contractor |
| 13. | 9(4) | Maintenance records - safety of structure - Available on request | Owner of Structure |
| 14. | 9(5) | Drawings pertaining to the design of formwork/support work structure - Kept on site, available on request | Owner of Structure |
| 15. | 10(d) | Record of excavation inspection - On site available on request | Contractor |
| 16. | 11(3)(h) | Suspended Platform inspection and performance test records Kept on site available, on request | Contractor |
| 17. | 15(11) | Material Hoist daily inspection entered and signed in record book kept on the premises | Contractor |
| 18. | 17(8)(c) | Maintenance records for Material Hoist - Available on site | Contractor |
| 19. | 17(8)(d) | Records of Batch Plant maintenance and repairs On site available for inspection | Contractor |
| 20. | 18(9) | Issuing and collection of cartridges and nails or studs (Explosive Powered Tools) recorded in register – recipient signed for receipt as well as return | Contractor |
| 21. | 19(2)(g)(ii) | Findings of daily inspections (prior to use) of Construction Vehicles and Mobile Plant | Contractor |
| 22. | 21(1)(j) | Record of temporary electrical installation inspections [once a week] and electrical machinery [daily before use] in a register and kept on site | Contractor |
| 23. | 22(d) | Fire Evacuation Plan | Contractor |
| 24. | 27(l) | Copy of Principal Contractor's Health & Safety Plan Available on request | Contractor |

30 INSPECTION CHECKLIST

| Employer Particulars | |
|---------------------------------|--|
| Employer: | |
| Registered Name of Enterprise: | |
| Trade Name of Enterprise: | |
| Company Registration No.: | |
| SARS Registration No.: | |
| UIF Registration No.: | |
| COIDA Registration No.: | |
| Relevant SETA for EEA purposes: | |
| Industry Sector: | |
| Bargaining Council: | |
| Contact Person: | |

| | |
|--|------------------|
| Address of Premises: | |
| Postal Address: | |
| Telephone Number: | |
| Fax Number: | |
| E-mail Address: | |
| Chief Executive Officer: | |
| Chief Executive Officer Address: | |
| Competent Person: | |
| Maximum power demand: in KW | |
| Health and Safety Representatives: | |
| Activities, products manufactured and/ services rendered: | |
| Raw materials, materials and chemical/ biological substances: | |
| Total Number of Employees: | Male: Female: |

| | | | | |
|-----------------------------------|---|-----|-----|----|
| Contractor Particulars | | | | |
| Contractors: | | | | |
| Site Address: | | | | |
| Contracts Manager: | | | | |
| Managing Director: | | | | |
| Competent Persons: | | | | |
| CR14: SCAFFOLDING: | | | | |
| CR15: SUSPENDED SCAFFOLDING: | | | | |
| CR17(6): MATERIAL HOIST (S): | | | | |
| CR18(1): BATCH PLANT: | | | | |
| CR8(1)(a): FALL PROTECTION: | | | | |
| CR11(1)(1): EXCAVATION WORK: | | | | |
| CR12: DEMOLITION WORK: | | | | |
| CR19(2)(b): EXPLOSIVE POWER TOOLS | | | | |
| CR26(a): STACKING | | | | |
| INSPECTION | | | | |
| SECTION/REGS | ITEM CHECKED | N/A | YES | NO |
| APPOINTMENTS | | | | |
| CR6(1) | Supervisor: | | | |
| CR6(2) | Assistant Supervisor: | | | |
| S17(1) | Health & Safety Representative: (ratio) | | | |
| S19(1) | Health & Safety Committees | | | |
| CR 12(1) | Demolition Director | | | |
| DOCUMENTS | | | | |
| GAR 9(1) | Records of Incidents | | | |
| GAR 4 | Copy of the Act | | | |
| GAR 7 | Safety Reps Report | | | |
| GAR 8 | Safety Committee Minutes | | | |
| DMR 18(7) | Lifting Machinery Log (Crane) | | | |
| CR 3(3) | Notification of Construction Work | | | |

| | | | | |
|----------------------------------|---|--|--|--|
| CR 7(2) | Risk Assessment | | | |
| CR 7(9)(e) | Proof of the Health & Safety Induction Training | | | |
| CR 11(13)(h) | Inspection of Excavation (Records) | | | |
| CR 20(g) | Crane Operator Medical Certificate | | | |
| CR 21(11) | Mobile Plant Operator Medical Certificate | | | |
| CR 18(9) | Batch Plant Repairs & Maintenance Records | | | |
| CR22(d) | Temporary Electrical Installation Record | | | |
| CR 5(7) | Health & Safety File | | | |
| CR 15(11) | Suspended Platforms' Performance Records | | | |
| CR 17(b)& (c) | Material Hoists Record Book | | | |
| IMPROV NOTICE | Scaffolding Log Book | | | |
| CR 21(1)(d)(ii) | Medical Certificate of Fitness | | | |
| CR 21(1)(l) | Construction Vehicle & Mobile Plant Register | | | |
| CR 22(d) | Electrical Installation & Machinery Register | | | |
| INCIDENTS | | | | |
| GAR 8(1) S24 | Reported | | | |
| GAR 9(1) | Recorded Investigated Action Taken | | | |
| PUBLIC SITE | | | | |
| FR 2(1) | Sanitary Facilities | | | |
| CR 28(1) (c) | Changing Facilities for each sex | | | |
| CR 25(d) | Perimeter fence & no admittance | | | |
| CR 25(e) | Overhead protection netting/falling objects | | | |
| NB Notice | Pedestrian warning | | | |
| PERSONAL SAFETY EQUIPMENT | | | | |
| | Items Issued: | | | |
| GSR 2(3) | Items Required: | | | |
| S23 | (What is the payment on each item?) | | | |
| SAFETY PLANS | | | | |
| FIRST AID | | | | |
| GSR 3(6) | Name(s) of First Aider(s): | | | |
| CR 4(1)(3) | Client's Health & Safety Specification | | | |
| CR5 | Principal's contractor H&S Plan | | | |

| | | | | |
|---|---|--|--|--|
| FIRE HAZARD & PRECAUTIONS | | | | |
| GSR 4 | Flammables used, waste, hot work, diesel, fuel, gas | | | |
| ER 9(1) | Portable Extinguishers | | | |
| ELECTRICAL INSTALLATIONS & MACHINERY | | | | |
| CR22 | Guarding & PPE to Electrical Installations | | | |
| ILLUMINATION | | | | |
| ER 3(6) | Dangerous Places and signage as well | | | |
| | Housekeeping | | | |
| ER6(2)(b),(c),() | Clear space storage | | | |
| ER6(3) | Disposal of waste | | | |
| EXCAVATIONS | | | | |
| CR 11(3)(l) | Barricades (plus illumination!) | | | |
| CR 11(3)(c) | Safe Depth Shoring/Bracing | | | |
| CR 11(1)(a) | Monitored | | | |
| CR 11(3)(h) | Excavation Inspection Record | | | |

| | | | | |
|--------------------------------|--|--|--|--|
| GUARDING | | | | |
| ER 6(2)(f) | Floor Openings (plus illumination!) | | | |
| | Floor slab sides, Shafts (plus illumination!) | | | |
| SITE EQUIPMENT | | | | |
| GSR 13A(a) | Ladders condition, secured | | | |
| IMPROV | Scaffold condition, secured | | | |
| | Platforms no. of boards condition Support 1.25. Toe Boards | | | |
| IMPROV | Hand Rails | | | |
| SITE MACHINES | | | | |
| DMR 3(2)(3) | Circulars, guards, riving knives | | | |
| DMR 2(a) | Mixers guarded | | | |
| ELECTRIC POWER | | | | |
| EMR 6(1) | Supply Board, condition E.L Relay Test | | | |
| GMR 3(1) | Condition of Tools, Leads, Plugs, etc | | | |
| LIFTING MACHINE/TACKLE | | | | |
| DMR 18(8) | Lifting of persons | | | |
| DMR 18(8) | Condition, Securing of Load | | | |
| EXPLOSIVE POWERED TOOLS | | | | |
| CR 19(1) | Safe Use and Storage | | | |
| IMPROV | Warning Notice | | | |
| ROOF WORK | | | | |
| CR 8(1) | Safety equipment & precautions | | | |
| CR 8(2) | Fall protection plan | | | |
| CR 8(3) | Updated fall protection plan | | | |
| ASBESTOS CEMENT | | | | |
| AR 10(a) | Suitable Tools | | | |

WARNING: Under no circumstances shall any work of any nature whatsoever on any ASBESTOS material is undertaken unless the work is entrusted and mandated to a “REGISTERED ASBESTOS CONTRACTOR” in terms of the Asbestos Regulations. [CR 12(9)] (Contact the Regional Manager’s Office)

31 HEALTH AND SAFETY FILE COMPILATION AND CONTENTS
(Document attached)

31.1 The guidelines and conditions provided in this attached document form an integral constituent of the Health and Safety Specifications. It is therefore a condition of acceptance that no Health and Safety Plan shall be complete unless all relevant elements of this document applicable to the above project have been included in the Health and Safety Plan. The final approval of the Health and Safety Plan in terms of CR 4(2) shall be subject to this requirement based on the following certification by the Principal Contractor or his Agent:

31.2 The content of CR 5 is pivotal when mandatory appointments are contemplated.

32 GUIDE TO THE GENERAL ADMINISTRATIVE REGULATIONS
(Document attached)

33 IMPORTANT CONTACT DETAILS (HEALTH & SAFETY ONLY) (Document attached)

34 "ATTACHMENTS"

34.1 HEALTH AND SAFETY FILE COMPILATION AND CONTENT

34.2 GUIDE TO THE GENERAL ADMINISTRATIVE REGULATIONS

34.3 EMERGENCY CONTACT DETAILS - HEALTH & SAFETY ONLY

35 HEALTH AND SAFETY FILE COMPILATION & CONTENTS

35.1 This document serves as a guide to Principle Contractors and Contractors (and their agents) to assist them in complying with the requirements of the Act and more specifically the Construction Regulations and to ensure a most comprehensive Health and Safety File. Kindly note the following extractions from the Construction Regulations:

"Every contractor shall ensure that a health and safety file, which shall include all documentation required in terms of the provisions of the Act and the Regulations, is opened and kept on site and made available to an inspector, client, client's agent or principle contractor upon request. [CR 5(7)]"

A Principal Contractor shall hand over a consolidated health and safety file to the client upon completion of the construction work and shall, in addition to the documentation referred to in sub regulation (7) [above], include a record of all drawings, designs, materials used and other similar information concerning the completed structure. [CR 5(8)]"

A Principal Contractor shall ensure that in addition to the documentation required in the health and safety file as determined in the two sub regulations above, a comprehensive and updated list of all the contractors on site accountable to the Principal Contractor, the agreements between the parties and the type of work being done are included and available. [CR 5(9)]"

- 35.2 The information, documentation and lists required to be included in the Health and Safety File as contemplated in the Construction Regulations [CR 5(7)], shall be suitably and sufficiently documented in terms of the following items listed below to ensure compliance with the Act as far as is reasonably practicable.

Note: In the event that any of the items listed below may not have reference to the planning, implementation and completion of the work to be done pertaining to the project on the construction site, it must clearly be indicated as such with a proper statement e.g. 'Not Applicable'. All other relevant references or items below shall relate to the information required as contemplated in the Act and Regulations.

IMPORTANT: This Health and Safety File shall be regarded as the property of the Client as it has to be consolidated and handed over to the Client upon completion of the project. The Principal Contractor shall ensure that this file is adequately protected against any form of damage, abuse or fraud.

36 TYPES OF REGISTERS

- 36.1.1 Accident/Incident Register (Annexure 1 of the General Administrative Regulations)
- 36.1.2 H&S Representatives ('SHE - Reps') Inspection Register;
- 36.1.3 Arc & Gas Welding & Flame Cutting Equipment Inspections;
- 36.1.4 Inspection of Cranes'
- 36.1.5 Inspection of Ladders
- 36.1.6 Inspection of mobile plant and other machinery
- 36.1.7 Inspections of scaffold
- 36.1.8 Inspections of hand tools and electrical power tools
- 36.1.9 Inspection of Vessels under Pressure plus all other excluded under VUP regulations
- 36.1.10 Fire Fighting equipment

- 36.2 The H&S Representatives (SHE-Reps) will be required to submit the abovementioned registers as well as other legally required registers, also from the list below, on a monthly basis to the chairman of the H&S committee for submission to, and endorsement by the H&S Committee. Also refer to the suggested Agenda for the H&S Committee under 14.10.3

36.3 Documents are as follows:

- 36.3.1 Full version of the copy of OHS Act (updated) (General Administrative Regulation 4.)
- 36.3.2 Proof of Registration and good standing with a COID Insurer (CR 4(1)(g))
- 36.3.3 Appointments – in terms of the Construction Regulations * [See references Page 4]
- 36.3.4 Notification of Construction Work – Annexure 1 [CR 3]
- 36.3.5 Scope of work [CR 5(9)]
- 36.3.6 Records of drawings, designs, materials used and similar information concerning the completed structure [CR 5(8)]
- 36.3.7 H&S Specifications [CR 4]
- 36.3.8 H&S Plan – Principal Contractor, Contractor & Sub-contractors [CR 5(1) & (4)]
- 36.3.9 Proof of Periodic Audits [CR 4, 5 & 6]
- 36.3.10 List of all Contractors (accountable to Principal Contractor) on site [CR 5(9)]
- 36.3.11 Contractor Agreements (MANDATORY AGREEMENTS) [CR 5(9)] [section 37(2)]
- 36.3.12 Input by Construction Safety Officer [CR 6(7)]
- 36.3.13 Risk Assessment [CR 7(1)]
- 36.3.14 Copy of Risk Assessment [CR 7(2)]
- 36.3.15 Medical Certificates of Fitness - Cranes [CR 20(g)]

- 36.3.16 Medical Certificates of Fitness - Construction vehicles [CR 21(1)(d)(ii)]
- 36.3.17 Medical Certificates of Fitness – Suspended platforms [CR 15(12)(b)]
- 36.3.18 Proof of H&S Induction Training [CR 7(4) & (7) & (9)(b)]
- 36.3.19 Proof of training on Hazards and Work Related Procedures [CR (7)(4)]
- 36.3.20 Fall Protection Plan (building constructions) [CR 8]
- 36.3.21 Designer notice to contractor of dangers and hazards relating to construction work [CR 9(2)(b)]
- 36.3.22 Drawings design of structure [CR 9(3)]
- 36.3.23 Records of Inspections of Structure [CR 9(4)]
- 36.3.24 Maintenance records – structure safety [CR 9(5)]
- 36.3.25 Record Excavation Inspection [CR 11(3)(h)]
- 36.3.26 Method Statement – Excavation Work [CR 11(3)(k)]
- 36.3.27 Method Statement – Demolition Work [CR 12(2)]
- 36.3.28 Method Statement – Demolition Work (use of explosives) [CR 12(11)]
- 36.3.29 Operational Compliance Plan – Suspended Platforms [CR 15(2)(c)]
- 36.3.30 Certificates, design calculations, sketches and test results [CR 15(3)]
- 36.3.31 Examination results [CR 15(9)]
- 36.3.32 Suspended Platform Inspection and Performance Test records [CR 15(11)]
- 36.3.33 Proof of Training [CR 15(12)(c)]
- 36.3.34 Proof of Training [CR 12(1)]
- 36.3.35 Proof of Training [CR 21(1)(d)(i)]
- 36.3.36 Material Hoist Inspections [CR17(8)(c)]
- 36.3.37 Maintenance Records Material hoist [CR17(8)(d)]
- 36.3.38 Record Batch Plant Maintenance & Repair [CR18 (9)]
- 36.3.39 Register for control of cartridges/nails studs – explosive powered tools [CR19(2)(g)(iii)]
- 36.3.40 Findings and control measures of daily inspections Construction Vehicles & Mobile Plant [CR21(1)(j)]
- 36.3.41 Record of Temporary Electrical Installation Inspections [CR22(d)]
- 36.3.42 Record of Electrical Machinery Inspections [CR22(d)]
- 36.3.43 Proof of Training [CR 27(i)]
- 36.3.44 Evacuation Plan [CR 27(l)]
- 36.3.45 H&S Rep & Committee Members details
- 36.3.46 H&S Committee Meetings' Minutes
- 36.3.47 Other appointments in terms of OHS Act 85 of 1993

37 The following further identified requirements in terms of the Act and other Regulations of the Act are similarly applicable as part of the contents of the 'Health and Safety File':

- 37.1 Details of Inspections (by Department of Labor)
- 37.2 Recording and Investigation of Incidents – Annexure 1 [GAR 9(1-3)]
- 37.3 Action taken on all incidents [GAR 9(4)]
- 37.4 Certificates of Competency in First Aid [GSR 3(4)]
- 37.5 Record of Medical Surveillance required in terms of OHASA
- 37.6 Proof of compliance with Asbestos Regulation requirements (WHERE APPLICABLE)
- 37.7 Proof of compliance with Major Hazard Installation requirements







38 The Appointments to be made in writing with job descriptions as per the Construction Regulations may include some or all of the following:

- | | | |
|--------|-------------------------------------|-------------------------------------|
| 38.1.1 | PRINCIPAL CONTRACTORS- | [CR 4(1) (c)] |
| | 38.2 CONTRACTORS- | [CR 5(3) (b) + (11)] |
| | 38.3 COMPETENT PERSONS- | [CR 6(1) + (2)] |
| | 38.4 CONSTRUCTION SAFETY OFFICER- | [CR 6(6)] |
| | 38.5 RISK ASSESSOR- | [CR 7(1) + (4)] |
| 38.5.1 | FALL PROTECTION PLANNER- | [CR 8(1)(a)] |
| | 38.6 FORMWORK & SUPPORT SUPERVISOR- | [CR 10(a) + (e) + (f)] |
| 38.6.1 | EXCAVATION SUPERVISOR- | [CR 11(1) + (3)(b)(ii)(b) + (3)(k)] |
| | 38.7 DEMOLITION SUPERVISOR- | [CR 12(1) + (2) + (3) + (11)] |

| | | |
|--------|-------------------------------------|-------------------------------------|
| 38.7.1 | SCAFFOLD SUPERVISOR- | [CR 14(2)] |
| 38.8 | SUSPENDED WORK SUPERVISOR- | [CR 15(1) + (2)(c) + (8)(c) + (13)] |
| 38.9 | MATERIAL HOISTS INSPECTOR- | [CR 17(8)(a)] |
| 38.10 | BATCH PLANT OPERATOR | [CR 18(1) + (7)] |
| 38.11 | EXPLOSIVE POWER TOOLS INSPECTOR- | [CR 19(2)(b) + (2)(g)(i)] |
| 38.12 | CRANE OPERATOR- | [CR 20(f)] |
| 38.13 | CONSTRUCTION VEHICLE OPERATOR- | [CR 21(1)(d)(i) + (1)(j)] |
| 38.14 | ELECTRICAL INSTALLATIONS INSPECTOR- | [CR 22(d) + (e)] |
| 38.15 | STACKING & STORAGE SUPERVISOR- | [CR 26(a)] |
| 38.16 | FIRE EQUIPMENT INSPECTOR- | [CR 27(h)] |
| 38.17 | DESIGNER- | [CR 9(2)] |

39 EMERGENCY CONTACT DETAILS

39.1 The contractor is to add all the important contact information about essentials services, support and assistance.

| | SERVICE | NUMBER | CONTACT PERSON |
|---|--------------|--------|----------------|
|  | Hospital | | |
| | | | |
|  | Ambulance | | |
| | | | |
|  | Water | | |
| | Electricity | | |
|  | Police | | |
| | | | |
|  | Fire Brigade | | |
| | | | |
|  | Engineer | | |
| | | | |

ADD OTHER IMPORTANT HEALTH & SAFETY CONTACT DETAILS AS MAY BE FOUND
NECESSARY.

RUSTENBURG LOCAL MUNICIPALITY

BID NO RLM DTIS/0020/2020/21 - APPOINTMENT OF SERVICE PROVIDER/S FOR THE PROVISION, SUPPLY AND DELIVERY OF LABOUR ON ELECTRICAL MAINTENANCE FOR RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF 3 YEARS

C1.4 **COMPULSORY AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 OF 1993)**

THIS AGREEMENT made at **Rustenburg** on this the _____ day of _____ in the year _____ between:

RUSTENBURG LOCAL MUNICIPALITY (hereinafter called "the **Employer**") of the one part,
herein represented by _____

in his capacity as _____

and

_____ (hereinafter called "the Mandatory") (Contractor) of the other part, herein represented by

_____ in his capacity as _____

WHEREAS the Employer is desirous that certain works be constructed, viz:

APPOINTMENT OF SERVICE PROVIDER/S FOR THE PROVISION, SUPPLY AND DELIVERY OF LABOUR ON ELECTRICAL MAINTENANCE FOR RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF 3 YEARS

and has accepted a Bid by the Mandatory for the construction, completion and maintenance of such Works and whereas the Employer and the Mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatory with the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993);

NOW THEREFORE THIS AGREEMENT WITNESSES THE AS FOLLOWS:

1. The Mandatory shall execute the work in accordance with the Contract Documents pertaining to this Contract.
2. This Agreement shall hold good from its Commencement Date, which shall be the date of a written notice from the Employer or Engineer requiring him to commence the execution of the Works, to either
 - a. the date of the Final Approval Certificate issued in terms of Clause 52.1 of the General Conditions of Contract (hereinafter referred to as "the GCC"),
 - b. the date of termination of the Contract in terms of Clauses 54, 55 or 56 of the GCC
3. The Mandatory declares himself to be conversant with the following:
 - a. All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "the Act", together with its amendments and with special reference to the following Section of The Act:
 - i. Section 8: General duties of employers to their employees;
 - ii. Section 9: General duties of employers and self-employed persons to persons other than employees;
 - iii. Section 37: Acts or omissions by the employees or Mandataries, and
 - iv. Section 37(2) relating to the purpose and meaning of this Agreement.
 - b. The procedures and safety rules of the Employer as pertaining to the Mandatory and to all his subcontractors.

4. In addition to the requirements of Clause 33 of the GCC and all relevant requirements of the above-mentioned Volume 3, the Mandatory agrees to execute all the Works forming part of this Contract and to operate and utilize all machinery, plant and equipment in accordance with the Act.
5. The Mandatory is responsible for the compliance with the Act by all his subcontractors, whether or not selected and/or approved by the Employer.
6. The Mandatory warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Amended Act, No 61 of 1997 which cover shall remain in force whilst any such workmen are present on site. **A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.**
7. The Mandatory undertakes to ensure that he and/or subcontractors and/or their representative employers will at all times comply with the following conditions:
 - a. The Mandatory shall assure the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Mandatory shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Mandatory obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
 - b. All incidents referred to in the Occupational Health and Safety Act shall be reported by the Mandatory to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
 - c. The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the Mandatory and/or his employees and/or his subcontractors.
8. **The contact details of the OH&S Agent for the municipality are as follows:**

Mr E. HOLL. Tel: 014-590 3030

In witness thereof the parties hereto have set their signatures hereon in the presence of the subscribing witnesses:

SIGNED FOR AND ON BEHALF OF THE EMPLOYER:

.....
Authorized Signature/Responsible

.....
Print Name & Position

.....
Date

SIGNED FOR AND ON BEHALF OF THE CONTRACTOR:

.....
Authorized Signature/Responsible person

.....
Print Name & Position

.....
Date

CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)

The signatory for the company that is the Contractor in terms of the above-mentioned Contract and the Mandatory in terms of the above-mentioned Act shall confirm his or her authority thereto by attaching to this page a duly signed and dated copy of the relevant resolution of the Board of Directors.

(ATTACH RESOLUTION OR COMPLETE & SIGN)

"By resolution of the Board of Directors passed at a meeting held on

_____20_____,

Mr/Ms _____

whose signature appears below, has been duly authorized to sign the AGREEMENT in terms of THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 OF 1993) on behalf of

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS: _____

DATE: _____

SIGNATURE OF SIGNATORY: _____

WITNESS (SIGNATURE): _____

NAME: _____
(IN CAPITALS)

RLM DTIS/0020/2020/21 - APPOINTMENT OF SERVICE PROVIDER/S FOR THE PROVISION, SUPPLY AND DELIVERY OF LABOUR ON ELECTRICAL MAINTENANCE FOR RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF 3 YEARS

FORM G: SUMMARY OF IMPORTANT BID AND CONTRACTUAL OBLIGATIONS

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|--|--|
| Period of Validity of Bid | 90 Days after the due date of bid closing |
| Time within which Agreement to be signed. | Within 14 days of notification of acceptance. |
| Time within which surety (guarantee) is to be provided. | 10 % of Evaluation Contract sum - Within 14 days of notification of acceptance. |
| Duration of surety (guarantee) | For the full duration of the Contract – 3 years: Until the issue of the final Construction Completion Certificate of the issued contract works completed. |
| Amount of penalty on outstanding works | R100 per day after scheduled hand-over date of <u>each works order</u> in the event non-acceptable reasons as will be addressed in the bi-weekly meetings. |
| Defects Liability Period | 12 Calendar months from acceptance of Construction or Maintenance works orders completed for the RLM. (First site handover). Contractor to re-do the work on his own costs in the event of failure due to workmanship. |
| Percentage retention where applicable | Retention of 10% on Capital Refurbishment and Maintenance work issued on Works order. 7.5% will be released after final invoice and hand -over and 2.5% will be held for 12 months for defect liability on works. |
| Insurance Cover for material issued by RLM | R 5 000 000-00 - Proof to be submitted with tender document. Failure to submit a copy will invalid the bid. |
| Liability Insurance | The limit of liability insurance claim may not exceed 100% of the specific job card contract value. Company All Risk Insurance is compulsory Failure to submit a copy will invalid the bid. |
| Cover for professional fees for repair or re-instate of damages to existing works to be included in Insurance Cover. | R 100 000,00 |
| Third Party Insurance cover | Minimum R5,000,000-00. |
| Security of material | The contractor shall make use of guards at his own cost to be covered in the preliminary and general schedule for the safekeeping of all the material. All material is the responsibility of the contractor until issue of Final Construction Completion Certificate |
| Other overhead charges | Cost to be covered in the preliminary and general schedule |
| Contract Period | 3 Years from appointment letter site Hand-over. Will be addressed in SLA. |
| CPA and Price Variation | Fixed BOQ price contract per year. Will be addressed in SLA |
| Value added tax | All prices stated in the Bill of Quantities shall exclude value-added tax. Value added tax should be added in the Bill of Quantities Summary as indicated. |
| | |

| | |
|---------------|---|
| Contract Type | Fixed contract period (not fixed price contract) This tender is a Contractual time based contract and not a Contractual price based due to the amount of different projects and "Bills of Quantities" over the contract period. |
|---------------|---|

RUSTENBURG LOCAL MUNICIPALITY

CANCELLATION OF BID AND/OR CONTRACT

1 CANCELLATION OF BID AND/OR CONTRACT

When it is found that a bidder or contractor:

- a) promised to pay or paid any compensation, fee, bonus, discount or other remuneration to anybody handling a bid or contract for the acquisition of a contract;
- b) executes a contract unsatisfactorily;
- c) is guilty of disfiguration to provisions of the General Conditions or any other special Contract Conditions or any other special Contract Conditions that applies;
- d) act in a deceptive way or "mala fide" towards the RLM or Unit;

the RLM may, taking into account all the circumstances and without prejudice to any of the legal remedies it possesses towards

- i) any loss and/or damage sustained,
- ii) any additional cost or expense in the event of new bidders being called for, or a less favorable bid be accepted,

immediately disqualify the bidder or cancel the contract.

- e) fail to provide an acceptable guarantee on the pre-determined date.
- f) fail to commence or deliver on the agreed commencement or delivery date.

- 2 The Rustenburg Local Municipality reserves the right to call for new bids for goods/work referred to in this bid documents if the price of any goods/work increases for any reason whatsoever after the RLM has accepted the bid.

.....
SIGNATURE OF BIDDER

.....
DATE

.....
NAME IN BLOCK LETTERS

COMPANY NAME

ADDRESS

.....
TELEPHONE

FAX

WITNESSES: 1. 2.....

PART K



RUSTENBURG LOCAL MUNICIPALITY

BILL OF QUANTITIES

SCHEDULE OF QUANTITIES

RLM DTIS/0020/2020/21 - APPOINTMENT OF SERVICE PROVIDER/S FOR THE PROVISION, SUPPLY AND DELIVERY OF LABOUR ON ELECTRICAL MAINTENANCE FOR RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF 3 YEARS

2.1 GENERAL

- 2.1.1 **No compulsory briefing session will necessarily be held as a result of covid**
- 2.1.2 The Schedule of Quantities must be read in conjunction with all specifications and with the drawings where applicable to this Fixed period contract (not fixed price contract)
- 2.1.3 This tender is a Contractual time-based contract and not a Contractual fixed price-based contract due to the amount of different projects and "Bills of Quantities" over the contract period.
- 2.1.2 If any clause or clauses in the Specification are not covered in the normal tendered rates, then the Tenderer must provide for compliance with such clauses in the last item of each section of the schedule of Quantities and provide full details.
- 2.1.3 General directions of work and material given in the Specification are not necessarily repeated in the Schedule of Quantities. Reference is to be made to the Specification for this information. For convenience, the numbers of the relevant Specification clauses may be given, but this in no way limits the Sub-contractor's obligation under any applicable clauses.
- 2.1.4 Should there be any doubt or obscurity as to the meaning of any particulars in the Schedule of Quantities, the Tenderer must obtain an explanation of the same prior to submitting his tender.
- 2.1.5 No alteration or erasures may be made by the Tenderer in the text of these Schedules of Quantities and should any such alterations or erasures be made, the same will not be recognized and the text of the schedule of Quantities will be rigidly adhered to.
- 2.1.6 The Sub-contractor will be paid on the nett measurement of the work completed and the sub-contractor must allow for all the cutting and waste.
- 2.1.7 Prime Cost, Provisional Sums and Contingency Items, if any, are to be dealt with as provided for in the Conditions of Contract and in the Specification.
- 2.1.8 A price or rate is to be entered against each item in the Schedules of Quantities whether quantities are stated or not. Items against which the Tenderer enters no price, will be considered as covered by other prices or rates in the Schedules or, otherwise, in the sole discretion of the Engineer.
- 2.1.9 The unit rate will be taken as correct where there is any discrepancy between it and the extended total for any item. All rhythmical errors will be corrected and the tender sums adjusted before the tender prices are evaluated. The unit rates will under no circumstances be adjusted.
- 2.1.10 The quantities of work and material in the Schedule of Quantities are not to be considered as limiting and extending the amount of work to be done and material to be supplied by the Contractor.
- 2.1.11 The price quoted against each item of the Schedule of Quantities is to be considered as covering the full inclusive cost of such items. **This labour price per item shall include standing time, collection and delivery of material, procurement time of material if needed, vehicles, fuel, manpower,**

yellow and white fleet expenses. Invoicing can only be claimed as per item number price submitted. No additional cost per item shall be claimed.

- 1.1.12 Under no circumstances may orders be placed on the quantities measured in the schedule of quantities. All orders must be placed on information revealed on construction drawings or a written instruction from the Engineer and be re-measured and signed off as correct and finalized.
- 1.1.13 All Material shall be claimed separately from the labour on each project invoice. The material part of the claim will have the proven cost invoice and the agreed mark-up. The format will be issued to the successful bidder/s.
- 1.1.14 The prices submitted shall be fixed for 12 months from signing of the appointment letter. Price increase after 12 months and annually there-after on the adjudication month shall be CPI based unless otherwise stated in the covering letter of the bid document submitted and accepted by the Bid Committees.
- 1.1.15 Should there be any subcontracting, work, components, material or services that is not part of the Bill of Quantities then the price will be Proven cost + 15% mark up (Fixed).
- 1.1.16 Price schedules of successful bidders/s are to be submitted on electronic media on stick in Excel as required to enable evaluation sheets to be finalized.
- 1.1.17 The electronic Price schedules of successful bidders/s will be utilized as baseline for any invoice for payment verification.

Signature _____

Date _____

PART L



RUSTENBURG LOCAL MUNICIPALITY

TECHNICAL SPECIFICATIONS

PART M



RUSTENBURG LOCAL MUNICIPALITY

TECHNICAL DATA SCHEDULES

PART N



RUSTENBURG LOCAL MUNICIPALITY

SIGNATORY AUTHORIZATION

(To be completed by Bidder)

SIGNATORY AUTHORIZATION

I/We the undersigned, am/are authorised to enter into this contract on behalf of

(Name of Firm)

by virtue of _____ dated _____

Certified copy of which is attached to this Bid. (Marked Annexure J)

Witnesses

1. _____
SIGNATURE

2. _____
FIRM

ADDRESS

PLEASE NOTE: Failure to complete all blank spaces on this form or to attend to other details mentioned therein will render the Bid liable to rejection.