



PART: A: INVITATION TO BID:

MBD1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (POLOKWANE MUNICIPALITY)					
BID NUMBER:	PM29/2023	CLOSING DATE:	15 FEBRUARY 2024	CLOSING TIME:	10:00
BID DESCRIPTION INSTALLATION OF HIGH MAST LIGHTS (RURAL AREA) – MULTI-YEAR PROJECT					
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7) OR SERVICE LEVEL AGREEMENT OF POLOKWANE MUNICIPALITY.					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (Polokwane Municipality, Civic Centre, corner, Bondenstein and Landdros Mare Street) not later than 10:00 on 15 FEBRUARY 2024 .					
An official and compulsory site inspection will NOT be held.					
The Bid box is generally open 24 hours, 7 days a week.					
Completed Bid document, fully priced and signed must be sealed in an envelope marked “PM29/2023: SUPPLY AND INSTALLATION OF SOLAR PV HIGH MAST LIGHTS IN POLOKWANE MUNICIPALITY’S AREA OF JURISDICTION – MULTI-YEAR PROJECT”					
Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.					
Bids documents containing the Conditions of Bid and other requirements in terms of the Supply Chain Management Policy will be downloaded from e-tender Publication Portal at www.etenders.gov.za and www.polokwane.gov.za at no fee.					
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 NUMBER			TOTAL BID PRICE	R	
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]
MINIMUM WORK OPPORTUNITIES TO BE CREATED	15	CIDB GRADING	4EP OR HIGHER
SIGNATURE OF BIDDER	.....	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
MUNICIPALITY	POLOKWANE	POLOKWANE MUNICIPALITY	Mr. MC Mothata
CONTACT PERSON	Me S. Madisha	TELEPHONE NUMBER	015 023 5271
TELEPHONE NUMBER	015 023 5148	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	maphutimot@polokwane.gov.za
E-MAIL ADDRESS	sibongileMa@polokwane.gov.za	Principal Agent: Contact: Telephone: E-mail address:	Polokwane Municipality Johanna Mathabatha 015 023 5120 johannamm@polokwane.gov.za
     <p>EXPANDED PUBLIC WORKS PROGRAMME Creating opportunities towards human fulfilment</p>			

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)?
 YES NO
- 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?
 YES NO
- 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?
 YES NO
- 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?
 YES NO
- 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?
 YES 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:

.....

POLOKWANE MUNICIPALITY

CONTENTS OF TENDER DOCUMENTATION

Volume 1: Tender requirements, Contract and Pricing Data		
Number	Heading	Colour
	Part T1: Tendering procedures	
MBD 1	Tender Notice and Invitation to Tender	White
	Responsiveness and Evaluation Criteria	White
T1.2	Tender Data	Pink
T1.3	Standard and Particular Conditions of Tender	Pink
	Part T2: Returnable Documents	
T2.1	List of Returnable Documents	Yellow
T2.2	Returnable Schedules	Yellow
	Part C1: Agreements and Contract Data	
C1.1	Form of Offer and Acceptance	White
C1.2	Contract Data	White
C1.3	Forms for Adjudicators Appointment	White
C1.4	Occupational Health and Safety Agreement	White
	Part C2: Pricing data	
C2.1	Pricing Instructions	Yellow
C2.2	Bill of Quantities	Yellow
	Part C3: Scope of Work	
C3.1	Description of the Works	Blue
C3.2	List of Drawings	Blue
C3.3	Procurement	Blue
C3.4	Construction	Blue
C3.5	International, National and Polokwane Municipality Standards	Blue
C3.6	Health and Safety Specifications	Blue
C3.7	Environmental Management during Construction	Blue
C3.8	Management of the Works	Blue
	Part C4: Site information	
C4	Site Information	Green
C5	Drawings	White



BID NUMBER: **PM29/2023: SUPPLY AND INSTALLATION OF SOLAR PV HIGH MAST LIGHTS IN POLOKWANE MUNICIPALITY'S AREA OF JURISDICTION – MULTI-YEAR PROJECT**

DIRECTORATE: **ENERGY SERVICES**

BUSINESS UNIT: **PLANNING AND DEVELOPMENT**

Bids are hereby invited for SUPPLY AND INSTALLATION OF SOLAR PV HIGH MAST LIGHTS IN POLOKWANE MUNICIPALITY'S AREA OF JURISDICTION – MULTI-YEAR PROJECT.

The Council also reserves the right to negotiate further conditions and requirements with the successful bidder.

THIS BID IS SUBJECT TO THE, PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATION, 2017, AND THE GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS (THIRD EDITION) (2015) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

The Municipality shall adjudicate and award bids in accordance with B-BBEE status level of contribution on 80/20-point system, 80 points for the price and 20 points for contribution. Prospective bidders must accept that the bid will be adjudicated, according to the said legislation. Bids will remain valid for 90 (ninety) days.

**MS. THUSO NEMUGUMONI
MUNICIPAL MANAGER
CIVIC CENTRE
LANDDROS MARE STREET,
POLOKWANE**

POLOKWANE MUNICIPALITY

RESPONSIVENESS AND EVALUATION CRITERIA

1. RESPONSIVENESS CRITERIA

The Polokwane Municipality will consider no Bid unless it meets the following responsiveness criteria:

- The bid must be properly received in a sealed envelope clearly indicating the description of the service and the bid number for which the bid is submitted.
- The bid must be deposited in the relevant bid box as indicated on the notice of the bid on or before the closing date and time of the bid.
- A valid Central Supplier Database number to be provided.
- Bid forms must be completed in full and each page of the bid initialed.
- Submission of a Joint Venture Agreement, where applicable, which has been properly signed by all parties.
- Proof of payment of Municipal Rates and Taxes or letter for Tribal Authority or lease agreement must be attached.
- Complies with the requirements of the bid and technical specifications.
- Registered in the relevant contractor category in the Construction Industry Development Board Register of Contractors (CIDB).
- Adheres to Pricing Instructions.
- Financial ability to execute the contract.
- Comply in full and observe the requirements of the Notice to Bidders.
- Experience with similar work – demonstrate a track record of a project of similar scope and size

2. EVALUATION OF BIDS

- a) All bids received shall be evaluated in terms of the Supply Chain Management Regulations, Polokwane Municipality Supply Chain Management Policy (on request from Municipality), the preferential procurement regulation 2017, and other applicable legislations.
- b) The Council reserves the right to accept all, some, or none of the bids submitted – either wholly or in part – and it is not obliged to accept the lowest bid.

By submitting this bid, bidder authorises the Council or its delegate(s) to carry out any investigation deemed necessary to verify the correctness of the statements and documents submitted and that such documents reasonably reflect the ability of the Bidder to provide the goods and services required by the Council.

PLEASE NOTE

- 1. The Municipal Manager may cancel a contract awarded to a person if:**
 - a) The person committed a corrupt or fraudulent act during the procurement process or in the execution of the contract, or
 - b) An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited that person.
- 2. The Municipal Manager may reject the bid or quote of any person if that person or any of its directors has:**
 - a) Failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months;
 - b) Failed, during the last five years, to perform satisfactorily on a previous contract with the Polokwane Municipality or any other organ of State after written notice was given to that bidder that performance was unsatisfactory;
 - c) Abused the supply chain management system of the Municipality or have committed any improper conduct in relation to this system;
 - d) Been convicted of fraud or corruption during the past five years;
 - e) Wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - f) Been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004) or has been listed on National Treasury's database as a person prohibited from doing business with public sector.

POLOKWANE MUNICIPALITY

T1.2 Tender Data

1. CONDITIONS OF TENDER

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (SFU) of May 2010, as published in Government Gazette No 33239, Board Notice 86 of 2010 of 28 May 2010. Those Standard Conditions of Tender remained the same as those published in the previous edition of the SFU as published in Government Gazette No 31823, Board Notice 12 of 2009 of 30 January 2009 – See www.cidb.org.za.

Each Tenderer shall obtain its own copy of the Standard Conditions of Tender.

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

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

Clause number	Tender Data
2. <u>EMPLOYER</u> CI. F1.1	<p>The “Employer” is “Polokwane Municipality”</p> <p>The Employer’s domicilium citandi et executandi (permanent physical business address) is: Polokwane Municipality, Civic Centre, Landdros Mare Street, Polokwane</p> <p>The Employer’s address for communication relating to this project is: PO Box 111, Polokwane, 0700</p>
3. <u>TENDER DOCUMENTS</u> CI. F.1.2	<p>“The following documents form part of this tender:</p> <p>VOLUME 1</p> <p>Part T1 Tendering procedures</p> <p>T1.1 Tender notice and invitation to tender T1.2 Tender data T1.3 Standard and Particular conditions to tender</p> <p>Part T2 Returnable Documents</p> <p>T2.1 List of Returnable Documents T2.2 Returnable Schedules that will be incorporated into the Contract</p> <p>Part C1 Agreements and Contract Data</p> <p>C1.1 Form of offer and acceptance C1.2 Contract data C1.3 Form for Adjudicators Appointment C1.4 Agreement in terms of Occupational Health and Safety</p> <p>Part C2 Pricing Data</p> <p>C2.1 Pricing Instructions C2.2 Bill of Quantities</p> <p>Part C3 Scope of Work</p> <p>C3.1 Description of the Works C3.2 List of Drawings C3.3 Procurement C3.4 Construction C3.5 International, National and Eskom Standards C3.6 Health and Safety Specifications C3.7 Environmental Management during Construction C3.8 Management of the Works</p> <p>Part C4 Site information</p>

Clause number	Tender Data
4. <u>EMPLOYER'S AGENT</u> <u>CI. F.1.4</u>	<p>The Employer's Agent are:</p> <p>a) Principal Agent Polokwane Municipality</p> <p><u>Physical Address:</u> Mobile Office No. 6 Civic Centre Polokwane 0699</p> <p><u>Postal Address:</u> P.O. Box 111 Polokwane 0700</p> <p>Tel.: 015 023 5120</p> <p>Fax:</p> <p>E-mail: johannamm@polokwane.gov.za</p>
5. <u>TENDERER'S OBLIGATIONS</u>	
5.1. <u>Eligibility</u> <u>CI. F.2.1</u>	<p>A tender offer may only be submitted if the Tenderer satisfies the criteria stated in the Tender Data and if the Tenderer, or any of his principals, is not under any restriction to do business with the Employer.</p>
5.2. <u>Site Visit and Clarification Meeting</u> <u>CI. F.2.7</u>	<p>The arrangements for a compulsory pre-tender meeting are:</p> <p>Location: NOT APPLICABLE</p> <p>Date:</p>
5.3. <u>Insurance</u> <u>CI. F.2.9</u>	<p>No insurance cover will be provided by the Employer.</p>
5.4. <u>Alternative Tender Offers</u> <u>CI. F. 2.12</u>	<p>Unless anything to the contrary has been determined in the Contract Data, a Tenderer may, together with his tender for the original designs contained in the contract documents, submit alternative designs and tender offers for consideration. All designs, calculations, drawings and Operation and Maintenance manuals shall be fully endorsed by a third party registered engineer, accomplished in such specific field of practice and the cost thereof shall be borne solely by the Contractor. Such alternative designs and offers shall be subject to the following conditions and requirements:</p> <p>5.4.1. <u>Tenders</u></p> <p>An alternative offer or design will be considered only if the tender for the original items has been fully priced and completed. The alternative tender offer is to be submitted in the same envelope as the main tender offer, together with a schedule that compares the requirements of the tender documents with the alternative requirements the Tenderer proposes. No alternative tender will be considered unless a tender free from qualifications is also submitted.</p> <p>Unless the alternative offer stipulates to the contrary, it shall be assumed that the period for completion of the Works shall be the same as for the original design.</p> <p>Designs, calculations, drawings and a modified schedule of quantities (as determined hereafter) in respect of each alternative offer or design shall accompany the alternative tender offer and shall be endorsed fully by a third party registered engineer, accomplished in such specific field of practice.</p> <p>5.4.2. <u>Preliminary calculations</u></p> <p>Preliminary calculations for an alternative design shall be submitted with the tender. Such calculations shall give adequate details so as to enable an assessment to be made of the general efficacy of the design and of its principal elements, also of the degree to which the design prescriptions and codes of the Employer are being complied with. The calculations shall be clear and in a logical sequence and shall clearly reflect all the design assumptions.</p> <p>5.4.3. <u>Preliminary drawings</u></p>

Clause number	Tender Data
	<p>Preliminary drawings of the alternative designs shall also be submitted with the tender. These drawings shall comprise adequate layout plans, elevations and sections and shall clearly illustrate the general efficacy of the design and its principal elements.</p> <p>5.4.4. <u>Quantities</u></p> <p>Each alternative offer shall be accompanied by a modified priced schedule of quantities compiled in accordance with the specifications, in so far as it is applicable, which clearly shows the manner in which the price for the alternative offer has been determined and the items in the original schedule of quantities which fall away or are being changed. In addition to the schedule of quantities, a set of calculations shall be supplied to show how the quantities have been determined. All assumptions in regard to factors which will determine quantities shall be clearly and conspicuously marked by underlining or coloring, and shall indicate whether or not the assumptions have been based on information furnished in the Contract Data (with the necessary references).</p> <p>5.4.5. <u>Further details</u></p> <p>Should the Employer's Agent find that the calculations and drawings submitted for alternative designs are not complete enough for proper adjudication of the alternative designs, the Employer reserves to itself the right to call on the Tenderer to submit such further calculations and drawings as may be required. If such further details are not submitted within ten days of having been requested, the alternative designs will not be given further consideration.</p> <p>5.4.6. <u>Preliminary adjudication of alternative designs</u></p> <p>The Employer's Agent will undertake a preliminary scrutiny of any alternative designs for compliance with the specified requirements of the Employer. Should he find any mistakes or unsatisfactory aspects, he may afford the Bidder the opportunity to rectify them within a period to be determined by the Employer's Agent. However, it is emphasized that the preliminary scrutiny of the design and tender by the Employer's Agent, by its very nature, cannot be comprehensive, and no guarantee can be given in this regard that all the mistakes made by the Bidder will in fact be detected. Any correction of such mistakes shall be made with the tender price of the bidder being retained, and, wherever necessary, the priced schedule of quantities for the alternative design shall be adjusted accordingly.</p> <p>5.4.7. <u>Acceptance of alternative design</u></p> <p>The Bidder shall note that the acceptance of a tender which includes alternative designs shall mean that the alternative designs have been approved in principle only. If the final calculations, drawings and details do not comply with the specified requirements, such alternative designs may be rejected, unless they are suitably amended by the Bidder so as to be acceptable to the Employer.</p> <p>5.4.8. <u>Final drawings and calculations and the priced schedule of quantities</u></p> <p>Where a tender with an alternative design has been accepted, the Contractor shall, not less than two months before he intends starting with the construction of such design, submit to the Employer's Agent a complete set of working drawings, detailed calculations and a complete schedule of quantities, for approval. The schedule of quantities shall be based on the preliminary schedule of quantities, but with the necessary adjustments in quantities and prices and with the tendered price for the alternative design being retained.</p> <p>Within three weeks of having received the above, the Employer's Agent will indicate which drawings, calculations, quantities, prices and other particulars are acceptable</p>

Clause number	Tender Data
	<p>to him and which not, with reasons furnished. The Contractor shall then submit to the Employer's Agent in good time any modified drawings and other particulars for approval, for which he will require two weeks. Any delay arising from the fact that the amended particulars do not meet the requirements shall be the responsibility of the Contractor.</p> <p>No work which will be affected by an alternative design may be commenced, unless the drawings, schedule of quantities and prices for such alternative design have been approved. Should the Contractor fail to modify any drawings, calculations, quantities, prices or any other particulars to the satisfaction of the Employer's Agent, the alternative design will be rejected and the original design shall be constructed for the same amount as has been tendered for the alternative design.</p> <p>5.4.9. <u>Responsibility for alternative design</u></p> <p>The approval of a design by the Employer's Agent shall not in any way relieve the Bidder of his responsibility to produce a design which conforms in all respects to all the specified requirements and which will be suitable for the purpose envisaged. Should it appear later during construction or during the maintenance period that the design does not conform to the specified requirements, the Contractor only, shall be liable for any damage arising there from and he shall, at his own expense, do all the necessary work to ensure that the Works conforms to all the specified requirements.</p> <p>5.4.10. <u>Indemnity</u></p> <p>Once the alternative design has been approved, the Contractor shall indemnify and hold harmless the Employer, its agents and assigns, against all claims howsoever arising out of the said design whether in contract or delict.</p>
<p>5.1. <u>Submitting a Tender Offer</u> Cl. F2.13</p>	<p>5.5.1. <u>Whole of the Works</u> (Cl. F.2.13.1)</p> <p>Tenderers shall offer to provide for the whole of the Works identified.</p> <p>5.5.2. <u>Original tender documents</u> (Cl. F2.13.3)</p> <p>The original tender document, issued to the Bidder, shall be submitted in its entirety. No copies are required.</p> <p>5.5.3. <u>Marking of Tender Submissions</u> (Cl. F2.13.5)</p> <p>The complete tender documents shall be enclosed and sealed in a single envelope, marked:</p> <p>“BID NO. PM29/2023: SUPPLY AND INSTALLATION OF SOLAR PV HIGH MAST LIGHTS IN POLOKWANE MUNICIPALITY’S AREA OF JURISDICTION – MULTI-YEAR PROJECT”</p> <p>The Employer's address for delivery of tender offers to be shown on each tender submission package is the Tender Box located at:</p> <p style="padding-left: 40px;">Polokwane Municipality Civic Centre Landdros Mare Street Polokwane</p> <p>5.5.4. <u>Two envelope system</u> (Cl. F.2.13.6)</p> <p>A two-envelope procedure will not be followed.</p> <p>5.5.5. <u>Closing time</u> (Cl. F.2.15)</p>

Clause number	Tender Data
	<p>The closing time for submission of tender offers is: 10H00</p> <p>Telegraphic, telephonic, telex, facsimile, e-mail, electronic and late tender offers will not be accepted.</p> <p>5.5.6. <u>Tender offer validity</u> (Cl. F.2.16)</p> <p>The tender offer validity period is 90 days after tender closing date.</p> <p>5.5.7. <u>Clarification of tender offer after submission</u> (Cl. F.2.17)</p> <p>Delete the last part of the second sentence, commencing with the word “and”. Furthermore, delete the last two sentences of Cl. F2.17.</p> <p>Add the following sentence: “The rates stated by the Bidder shall be binding”.</p> <p>5.5.8. <u>Provide other Material</u> (Cl. F.2.18.1)</p> <p>Upon request by the Employer, the Bidder shall promptly supply any other material that has a bearing on the tender offer, the bidder's commercial position (including, where applicable, notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the Employer for the purpose of a full and fair assessment. Should the Bidder not provide the information or material called for, by the time for submission stated in the Employer's request, the Employer will regard the tender offer as being non-responsive.</p> <p>5.5.9. <u>Certificates</u> (Cl. F.2.23)</p> <p>The following certificates are to be provided with this tender:</p> <p>a) A valid CSD number to be provided. b) Compensation Fund registration certificate c) Certificate of Contractor Registration issued by the Construction Industry Development Board or a copy of the application Form for registration in terms of the Construction Industry Development Board Act (Form F006). (A minimum grading of 4EP is required).</p> <p>Important Note: Failure to provide the required particulars as per the above-listed certificates implies a non-responsive tender and warrants rejection of the tender on account of non-compliance with the requirements of the Tender Data</p>
6. EMPLOYER'S UNDERTAKING	
6.1. Opening of Tender Submissions Cl. F3.4	<p>The time and location for opening of the tender offers are: 10:00 on 15 FEBRUARY 2024</p> <p>Location: Tender Box, Polokwane Municipality, Civic Centre, Landdros Mare Street, Polokwane</p>
6.2. Arithmetical Errors Cl. F.3.9.1	<p>Delete paragraphs (b) and (c) of Cl. F.3.9.1 and replace with:</p> <p>b) If a bill of quantities (or schedule of quantities or schedule of rates) applies and there is an error in the line item resulting from the product of the unit rate and the quantity, the rate shall be binding and the error of extension as entered in the tender offer will be corrected by the Employer in determining the Contract Price.</p>

Clause number	Tender Data
	<p>c) Where there is an error in addition, either as a result of other corrections required by this checking process or in the Bidder's addition of prices, such error will be corrected by the Employer in determining the Contract Price.</p> <p>d) The Contract Price for the completed Contract shall be computed from the actual quantities of authorized work done and compliant with the Contract Data, valued at rates contracted against the respective items in the bill of quantities, schedule of Quantities or schedule of rates and shall include such authorized Provisional Sums and items of extra work as have become payable in terms of the Contract Data.</p>
<p>7. ACCEPTANCE OF TENDER OFFER CI. F3.13</p>	<p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none"> a) A valid CSD number to be provided; b) The bidder is registered with the Construction Industry Development Board in an appropriate contractor grading designation. (A minimum grading of 4EP is required for the main contractor); c) The bidder has demonstrated previous experience with the type of work required under this contract having successfully completed a project of similar scope and size. d) The bidder or any of its principals is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and e) The bidder has not abused the Employer's Supply Chain Management System. f) The bidder has not failed to perform on any previous contract. g) has complete the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the bidder's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.
<p>8. PROVIDE COPIES OF THE CONTRACT DOCUMENT CI. F.3.18</p>	<p>The number of paper copies of the signed Contract to be provided by the Employer to the successful bidder is one</p>

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

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, 2022.

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000.00 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000.00 (all applicable taxes included).

1.2 To be completed by the organ of state

(Delete whichever is not applicable for this tender).

- a) The value of this bid is estimated to not exceed R50 000 000.00 (all applicable taxes included) and therefore the 80/20-preference point system shall be applicable; or
- b) The 80/20-preference point system will be applicable to this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this bid shall be awarded for:

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

1.4 To be completed by the organ of state:

The maximum points for this bid are allocated as follows:

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

1.5 Failure on the part of a 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) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20	or	90/10
$Ps = 80 \left(1 - \frac{Pt - P_{\min}}{P_{\min}} \right)$	or	$Ps = 90 \left(1 - \frac{Pt - P_{\min}}{P_{\min}} \right)$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
 - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	MEANS OF VERIFICATION DOCUMENTS REQUIRED	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Black (Enterprise Owned by 51% or more black people)	Company registration copy and ID Copies of directors	3	5		
Woman (All races) (Enterprise Owned by 51% or more woman)	ID copy of the directors	3	5		
Locality (Enterprise within Jurisdiction of Polokwane Municipality)	municipal rates and taxes statement of account/ signed valid leasing agreement/	2	5		
Black South African who are Youth 18-35 years of age (Enterprise Owned by 51% or more youth)	ID copy of the directors	1	3		
People with Disability	Medical report indicating disability	1	2		

5. DECLARATION WITH REGARD TO COMPANY/FIRM

5.1. Name of company/firm:

5.2. VAT registration number:

5.3. Company registration number:

5.4. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

5.5. 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 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the 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, if deemed necessary.

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

ANNEXURE A
SUPPLY CHAIN MANAGEMENT
EVALUATION PROCESS AND CRITERIA

The following evaluation process and criteria will be used to evaluate all bids submitted:

1. Administrative Compliance – Phase One

1.1 All bids duly lodged will be examined to determine compliance with bidding requirements and conditions. Bids with obvious deviations from the requirements/conditions, will be eliminated from further evaluation.

1.2 Critical Criteria:

The following critical criteria have been identified for this bid and any noncompliance thereto will lead to the bid being regarded as non-responsive and disqualified from further evaluation:

- Provide a valid CSD number. (Attach CSD Registration Summary Report)
- All Pages of the Bid document must be initialed.
- Completed and signed declaration on past SCM practices form.
- Compulsory enterprise questionnaire completed.
- Signed J/V agreement must be attached (Where applicable).
- Proof of registration with CIDB attached.
- Proof of Municipal Rates and Taxes statement of account for the company and all the directors which are not older than three (3) months or Signed Valid lease agreement for service providers who are renting or leasing offices or Letter from tribal authority not older than 3 Months.
- Complete **MBD5** and submit Audited or Reviewed Financial Statements (**AFS**) for the last three (3) years. – (Only where the tender amount **exceeds R10mil** - including VAT).
- Complete and signing of the declaration of interest form (**MBD4**).
- All corrections made in the document, including bills of quantities, must be initialed.
- Bid document must be printed in colour coding as per page 5.
- Appointment Letters and Certificates of Completion for Relevant Experience of Company.

2. Functionality – Phase Two (50 points allocation)

The bidders who complied administratively are considered for further evaluation on ability to execute the project.

The assessment of functionality will be done in terms of the evaluation criteria and minimum threshold as specified. A bid will be disqualified if it fails to meet the minimum threshold for functionality as per the bid invitation.

2.1 Relevant Experience of Company (30 points)

This will take into consideration similar contracts successfully completed by the bidder.

NB. **Proof of projects with similar size and scope must be attached, e.g. Appointment Letter and Certificate of Completion for EACH project. Failure to provide proof will result in disqualification of points.**

RELEVANT EXPERIENCE	
Projects with similar scope and size	Points Allocated
1 Project	5
2 Projects	10
3 Projects	15
4 Projects	20
5 Projects	25
6 Projects	30

2.2 Plant and Equipment (10 points)

This will be assessed against a minimum number of different types of plant and equipment required to successfully complete the project within the stipulated construction period as determined by the engineer.

Access to plant may be in a form of ownership, hire or leasing arrangements, orders etc. A letter of intent from hiring or leasing companies stating the number and type of plant and equipment on which arrangement has been made must be submitted. Any changes to the lease/hire agreement must be approved by the Municipality prior commencement.

NB. 50% of points will be allocated to equipment leased/hired.

Consultants Estimation				
(A) Plant and equipment required	Points allocation	(B) Minimum Plant required	(C) Bidder Plant own	(D) Bidder Plant hire
TLB	2	1		
LDV	3	2		
8-TON TRUCK	2	1		

NB. Proof of ownership on equipment indicated above must be submitted with the bid document. Failing to submit will result in disqualification of points.

2.3 Financial Status (10 points)

This will be assessed against Bank ratings as follows: **(A Bank letter MUST be submitted, and not older than 30 days)**

Bank Rating	Score
A	10
B	10
C	7
D	5
E	2
F,G,H	0

NB: A bid will be disqualified if it fails to meet the minimum threshold of 60% on functionality and a minimum of 15 points on relevant experience.

PHASE 3: PRICE AND SPECIFIC GOALS

THE EVALUATION WILL BE DONE USING 80/20-POINT SYSTEM, 80 FOR PRICE AND 20 FOR SPECIFIC GOALS

Notes: *Bidders must note that points for specific goals must be claimed in terms with the percentage of ownership within their business entity. The tenderer must indicate how they claim points.)*

The specific goals allocated points in terms of this tender	MEANS OF VERIFICATION DOCUMENTS REQUIRED	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Black (Enterprise Owned by 51% or more black people)	Company registration copy and ID Copies of directors	3	5		
Woman (All races) (Enterprise Owned by 51% or more woman)	ID copy of the directors	3	5		
Locality (Enterprise within Jurisdiction of Polokwane Municipality)	municipal rates and taxes statement of account/ signed valid leasing agreement/	2	5		
Black South African who are Youth 18-35 years of age (Enterprise Owned by 51% or more youth)	ID copy of the directors	1	3		
People with Disability	Medical report indicating disability	1	2		

The specific goals are claimed as per below table for business ownership disclosure. Bidders must list all shareholders and provide ownership information in terms of the business entity registration certificate

Full Names	Identity Number	% of ownership	South African (Yes/No)	Race	Gender	Disable (Yes/No)	Youth (Yes/No)	Local enterprise (Yes/No)

2.4 Commercial Risk Analysis

Prior to being recommended for further evaluation, a bid will be subjected to risk analysis to ensure that it would, if accepted, not place the Municipality or the bidder, at undue risk.

A risk analysis will be performed to ascertain if any of the following might present an unacceptable commercial risk to the Municipality:

- Unduly low tendered sums
- Unduly high individual rates
- Unduly low rates
- Imbalances in pricing

It is in the best interests of the Municipality to amend an error which will cause the bid to be rejected on the basis of it presenting an unacceptable commercial risk.

2.5 Tendered rates

Rates for all the bids which have complied with the bid conditions will be assessed for the following:

- Comparison of rates and amounts with the average tendered amount.
- Sensitivity Analysis of Rates (i.e. whether the rates are balanced, acceptable, etc).
- Expected cash flows requirements.

NB: Bids with unbalanced rates will be disqualified for further evaluation on price and preference points system

3 Business Registration

Prospective bidders shall be registered:

- (a) With the South African Revenue Services for all categories of taxes applicable to it.
- (b) Central Supplier Database (CSD)
- (c) With the Compensation Commissioner
- (d) With the Construction Industry Development Board. (A minimum grading of **4EP** is required).

4 Acceptance of Tender Offer (Cl. F3.13)

Tender offers will only be accepted if:

- a) The bidder provides a valid Central Supplier Database (CSD) number;
- b) The bidder is registered with the Construction Industry Development Board in an appropriate contractor grading designation. (A minimum grading of **4EP** is required);
- c) the bidder or any of its principals is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and
- d) The bidder has not abused the Employer's Supply Chain Management System.
- e) The bidder has not failed to perform on any previous contract.
- f) has complete the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the bidder's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.

5. Provide copies of the Contract Document (Cl. F3.18)

The number of paper copies of the signed Contract to be provided by the Employer to the successful bidder is **one**

Annexure A: Standard Conditions of Tender

F.1 General

F.1.1 Actions

The employer and each bidder 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.

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 for the calling for expressions of interest, the following definitions apply:

- a) **Comparative offer** means the bidder's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration
- b) **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
- c) **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
- d) **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 bidder shall be to or from the employer's agent only, and in a form that can be read, copied and recorded. Writing shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a bidder. 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 bidder 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 bidder.

F.2 Bidder's obligations

F.2.1 Eligibility

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

F.2.2 Cost of tendering

Accept that the employer will not compensate the bidder for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.

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 bidders 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 bidder 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 bidder, 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

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 bidder. 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 Submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.

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 a tender offer 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 in black 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 bidder. Signatories for bidders 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 bidder'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 bidder'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.2.14 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. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the tender data.

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.

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 total of the prices or substance of the tender offer is sought, offered, or permitted. The total of the prices stated by the bidder shall be binding upon the bidder.

Note: Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred bidder 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 bidder'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 bidder 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 clarification

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 bidders who drew procurement documents.

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each bidder during the period from the date that tender documents are available until seven days before the tender closing time stated in the Tender Data. If, as a result a bidder applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all bidders 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 bidder 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 bidders' 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 bidder whose tender offer is opened, the total of his prices, preferences claimed and time for completion, if any, 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 bidders' agents who choose to attend at the time and place stated in the tender data and announce the name of each bidder whose technical proposal is opened.

F.3.5.2 Evaluate the quality of the technical proposals offered by bidders, then advice bidders 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 bidders, 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 bidders whose technical proposals failed to achieve the minimum number of points for quality.

F.3.6 Non-disclosure

Not disclose to bidders, 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 bidder.

F.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a bidder to influence the processing of tender offers and instantly disqualify a bidder (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, on 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) Change the Employer's or the bidder's risks and responsibilities under the contract, or
- c) Affect the competitive position of other bidders 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

F.3.9.1 Check responsive tender 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) If bills of quantities (or schedule of quantities or schedule of rates) 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.
- 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 and the bidder 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.3.9.2 Consider the rejection of a tender offer if the bidder does not correct or accept the correction of his arithmetical errors in the manner described in F.3.9.1.

F.3.10 Clarification of a tender offer

Obtain clarification from a bidder 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 it using the tender evaluation method that is indicated in the Tender Data and described below:

Method 1: Financial offer	1) Rank tender offers from the most favourable to the least favourable comparative offer.
	2) Recommend highest ranked bidder for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 2: Financial offer and preferences	1) Score tender evaluation points for financial offer.
	2) Confirm that bidders are eligible for the preferences claimed and if so, score tender evaluation points for referencing.
	3) Calculate total tender evaluation points.
	4) Rank tender offers from the highest number of tender evaluation points to the lowest.
	5) Recommend bidder 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.
Method 3: Financial offer and quality	1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data.
	2) Score tender evaluation points for financial offer.
	3) Calculate total tender evaluation points.
	4) Rank tender offers from the highest number of tender evaluation points to the lowest.
	5) Recommend bidder 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.
Method 4: Financial offer, quality and preferences	1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data.
	2) Score tender evaluation points for financial offer.
	3) Confirm that bidders are eligible for the preferences claimed, and if so, score tender evaluation points for preferencing.
	4) Calculate total tender evaluation points.
	5) Rank tender offers from the highest number of tender evaluation points to the lowest.
	6) Recommend bidder 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.

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

F.3.11.2 Scoring Financial Offers

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

NFO = $W1 \times A$ where:
NFO = the number of tender evaluation points awarded for the financial offer.
W1 = the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.
A = a number calculated using either formulas 1 or 2 below as stated in the Tender Data.

Formula	Comparison aimed at achieving	Option 1	Option 2
1	Highest price or discount	$A = \frac{(1 + (P - Pm))}{Pm}$	$A = P / Pm$
2	Lowest price or percentage commission / fee	$A = \frac{(1 - (P - Pm))}{Pm}$	$A = Pm / P$

Where:

Pm = the comparative offer of the most favourable tender offer.
P = the comparative offer of tender offer under consideration.

F.3.11.3 Scoring quality (functionality)

Score quality in each of the categories in accordance with the Tender Data and calculate total score for quality.

F.3.12 Insurance provided by the employer

If requested by the proposed successful bidder, submit for the bidder'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

F.3.13.1 Accept tender offer only if the bidder complies with the legal requirements stated in the Tender Data.

F.3.13.2 Notify the successful bidder 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. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful bidder as described in the form of offer and acceptance.

F.3.14 Notice to unsuccessful bidders

After the successful bidder has acknowledged the employer's notice of acceptance, notify other bidders that their tender offers have not been accepted.

F.3.15 Prepare contract documents

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,
- c) Other revisions agreed between the employer and the successful bidder, and
- d) The schedule of deviations attached to the form of offer and acceptance, if any.

F.3.16 Issue final contract

Prepare and issue the final draft of contract documents to the successful bidder for acceptance as soon as possible after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of tender require the bidder to submit, after acceptance by the employer, shall be included.

F.3.17 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.3.18 Provide copies of the contracts

Provide to the successful bidder 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

A: SCHEDULE OF LABOUR CONTENT

The Tenderer must complete the table below to reflect the labour force anticipated to be employed on this contract, including labour employed by sub-contractors. The specified target value is 5% of the contract value

Note: The full amount of this 5% target value should be obtained from Local Labour content. This 5% labour content shall be from the LOCAL COMMUNITY, the contractors own key skilled and unskilled personnel will not be counted towards the said 5% of the contract amount minimum labour content.

Type of Labour	Man-hours	Minimum Wage Rate per Unit	Total Wage Cost (Excl VAT)
Permanent Labour			
Temporary Labour			
SMME/HDI's Labour			
TOTAL PERCENTAGE			

Notes to Tenderer:

- (1) Labour is defined as hourly paid personnel.
- (2) The penalty will be applied for non-compliance during the contract or for fraudulent disclosure.
- (3) The minimum amount of EPWP Local Labourers that will be appointed during this project is **15**.
- (4) Polokwane Municipality approved daily rate is R191.60 per EPWP labourer.
- (5) It's not expected from the Contractor to employ EPWP Local Labourer target for the whole duration of the project.

SIGNED ON BEHALF OF THE TENDERER:

B: EMPLOYMENT OF AFFIRMATIVE BUSINESS ENTERPRISE (ABE)

Target values of work to be executed by and goods & services to be procured from ABEs shall be **10%**.

Schedule Item No	Name of ABE	Item Description/ Goods & Services to be provided	Value	
			Rands (Excl VAT)	% of Tender Sum (Excl VAT)
TOTAL				

Notes to tenderer:

1. Regardless whether the tenderer fits the classification of an SMME/PDI, as defined in Section 3.3 of this specification, the tenderer nevertheless retains the obligation to commit to the target values prescribed
2. Tenderers shall insert “unknown” if an SMME/PDI has not been selected prior to tender closing date.
3. The penalty will be applied for non-compliance during the contract or for fraudulent disclosure

SIGNED ON BEHALF ON THE TENDERER

B.1 EMPLOYMENT OF AFFIRMATIVE BUSINESS ENTERPRISE DECLARATION AFFIDAVIT (ABE).

It is understood and agreed that should this contract be awarded to me, an ABE Declaration Affidavit will be completed by each and every ABE employed by me on this contract and will be submitted to the Employer immediately upon demand by the Employer.

SIGNED ON BEHALF OF THE TENDERER:

1. GENERIC TRAINING

Name of Training Institution:

Name of Programme:

Trainer's Name	Qualification	Subject

Notes to tenderer:

Provide details here, or attach hereto, the subjects to be covered and the manner in which the training is to be delivered.

SIGNED ON BEHALF OF THE TENDERER.....

2. ENGINEERING SKILLS TRAINING

Name of Training Institution:

Name of Programme:

Trainer's Name	Qualification	Subject

Notes to tenderer:

1. Provide details here, or attach hereto, the subjects to be covered and the manner in which the training is to be delivered.

SIGNED ON BEHALF OF THE TENDERER.....

POLOKWANE MUNICIPALITY

T2.1 List of Returnable Documents

The bidder must complete the following returnable documents:

1. Returnable Schedules required only for tender evaluation purposes

- A. Certificate of Authority of Signatory
- B. Certificate of Registration with the Construction Industry Development Board
- C. Certificate of authority for joint ventures (where applicable)
- D. Compulsory Enterprise Questionnaire
- E. Record of Addenda to Tender Documents
- F. Proposed Amendments and Qualifications
- G. Form of Intent to Provide a Demand Guarantee
- H. Schedule of Subcontractors
- I. Schedule of Available Infrastructure, Resources and Experience
- J. Financial Information of the Bidder
- K. Certificate for Municipal Services and Payments: Annexure B
- L. Authorisation for deduction of outstanding amounts owed to Municipality: Annexure C
- M. Declaration of Bidder's Past Supply Chain Management Practices: MBD 8
- N. Declaration of interest: MBD 4
- O. Declaration for procurement above R10 Million: MBD 5
- P. Declaration certificate for local production and content: MBD 6.2
- Q. National industrial participation programme: SBD 5
- R. Certificate of the Independent Bid Determination: MBD 9
- S. Compliance with OHSA (Act 85 of 1993)
- T. B-BBEE Verification Certificate
- U. Original Bank rating letter not older than 30 days and related to the project.
- V. Proof of an accredited person, registered and certified as an installation electrician MUST be attached.

2. Other documents required only for bid evaluation purposes

- Compensation Fund Registration Certificate
- Curricula Vitae of Personnel
- Rates of Labour and Materials (Day work Rates)
- A valid CSD number to be provided.
- Schedule of Labour Content
- Employment of ABE'S
- ABE Declaration Affidavit
- Generic Training
- Complete MBD 5 where the bid amount inclusive of VAT exceeds R 10 million
- Complete and signed Declaration of Interest (MBD 4)

3. Other documents that will be incorporated into the contract

- 3.1 The offer portion of the C1.1 Offer and Acceptance
- 3.2 C1.2 Contract Data (Part 2)
- 3.3 C2.2 Bills of Quantity

T2.2 RETURNABLE SCHEDULES

Certificate of Authority of Signatory

Indicate the status of the Bidder by ticking the appropriate box hereunder. The Bidder must complete the certificate set out below for the relevant category.

A	Company	<input type="checkbox"/>
---	---------	--------------------------

B	Partnership	<input type="checkbox"/>
---	-------------	--------------------------

C	Joint Venture	<input type="checkbox"/>
---	---------------	--------------------------

D	Sole Proprietor	<input type="checkbox"/>
---	-----------------	--------------------------

E	Close Corporation	<input type="checkbox"/>
---	-------------------	--------------------------

A. Certificate for company

I, , chairperson of the board of directors of

..... , hereby confirm that by resolution of the board (copy

attached) taken on 20....., Mr./Ms.

acting in the capacity of, was authorized to sign all documents in connection with this tender and any contract resulting from it on behalf of the company.

As witnesses:

1.
.....
Chairman

.....
Print Name
.....
Print Name

2.
.....
Date

.....
Print Name

B. Certificate of partnership

We, the undersigned, being the key partners in the business trading as
....., hereby authorize Mr./Ms., acting in
the capacity of, to sign all documents in connection with
the tender for Contract, and any contract resulting from it on
our behalf.

Name	Address	Signature	Date

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

C. Certificate for Joint Venture

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

This authorization is evidenced by the attached power of attorney signed by legally authorized
signatories of all the partners to the Joint Venture.

Name of Firm	Address	Authorizing	
		Signature	Name
Lead Partner			

D. Certificate for sole proprietor

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

As witnesses: -

1.

.....
Signature: Sole Owner

.....
Print Name

.....
Print Name

2.

.....
Date

.....
Print Name

E. Certificate for Close Corporation

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

..... hereby authorize Mr/Ms, acting in the capacity of, to sign all documents in connection with

the tender for Contract and any contract resulting from it on our behalf.

Name	Address	Signature	Date

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

Certificate of Registration with the Construction Industry Development Board

1. General

The Register of Contractors is established by the Construction Industry Development Board in terms of the CIDB Act 38 of 2000 and Construction Industry Development Regulations as published in Government Gazette number 26427 of 2004.

The Act makes it mandatory for public sector clients to apply this register when considering tenders. Any enterprise that submits a tender or enters into contract for construction works with the public sector, must be registered.

Once-off joint ventures do not have to register, provided that each partner of the joint venture is separately registered.

2. Status

Bidders shall fill in the following sections of this form, depending on their status:

2.1 Section A

Bidders who have accomplished registration and can provide proof of their grading designation.

2.2 Section B

Bidders who are in the process of registration of an update to an existing registration or a renewal.

2.3 Section C

Bidders who have submitted the first application.

2.4 Section D

Bidders submitting this Tender offer in Joint Venture and can provide proof that each partner of the Joint Venture is separately registered.

Note: Only complete one of Sections A, B, C or D.

SECTION A

I, Acting in capacity of

was authorized to sign all documents in connection with this tender an any contract resulting from it on behalf of the following entity:

hereby declare that the above mentioned entity has achieved registration with the Construction Industry Development Board on date and declare that the grading designation is reflected in the following **symbols** on the registration certificate.

Contract Value

Type of Work

.....
Signature of Bidder

.....
Signature of Witness

Print Name

Print Name

SECTION B

I, acting in capacity of

was authorised to sign all documents in connection with this tender an any contract resulting from it on

behalf of the following entity:

hereby declare that the above mentioned entity has achieved registration with the Construction Industry Development Board on date, furthermore declare that the existing grading designation is:

Contract Value

Type of Work

and the following update has been applied for:

Amendment of category status	<input type="checkbox"/>
Change of Particulars	<input type="checkbox"/>
Annual confirmation of Particulars	<input type="checkbox"/>
Renewal of Registration	<input type="checkbox"/>

mark with "※"

.....
Signature of Tenderer

.....
Signature of Witness

.....
Print Name

.....
Print Name

SECTION C

I, acting in capacity of
was authorised to sign all documents in connection with this tender an any contract resulting from
it on

behalf of the following entity:
hereby declare that the above mentioned entity has submitted its FIRST APPLICATION FOR
REGISTRATION with the Contraction Industry Development board on date

I furthermore accept that failure to achieve registration with the Construction Industry Development Board in a category stipulated in the Tender Data within 10 days from the date of closing this tender, implies a non-responsive tender and warrants rejection of the Tender on account of non-compliance with the requirements of the Tender Data.

.....
Signature of Tenderer

.....
Signature of Witness

.....
Print Name

.....
Print Name

SECTION D

I, acting in capacity of the LEAD PARTNER in the Joint Venture

was authorised to sign all documents in connection with this tender and any contract resulting from it, hereby declare that each partner of the Joint Venture is separately registered with the Construction Industry Development Board and declare that the grading designation is reflected in the following **symbols** on the registration certificates:

Name of Lead Partner:	Contract Value	
	Type of Work	

Name of 2 nd Partner:	Contract Value	
	Type of Work	

Name of 3 rd Partner:	Contract Value	
	Type of Work	

Signature of Tenderer

Signature of Witness

Print Name

Print Name

Certificate of Authority for Joint Ventures (Where applicable)

Employer:

Contract Number:

NOTE 1 This form need only be completed in the event of a Joint Venture submitting this tender.

NOTE 2 Fill in all the information requested in the spaces provided. Attach additional sheets if required.

NOTE 3 Provide a copy of the Joint Venture agreement. Demonstrate that the partners to the Joint Venture share in the ownership, control, management responsibilities, risks and profits of the Joint Venture. The Joint Venture agreement shall include specific details relating to:
a) the contributions of capital and equipment;
b) portions of the Contract to be performed by the partner's own resources; and
c) portions of the Contract to be performed under the supervision of each partner.

NOTE 4 Provide copies of all written agreements between partners concerning the Joint Venture, including those that relate to ownership options and to restrictions/limits regarding ownership and control.

1. Joint Venture Particulars

Name

Postal Address

Physical Address

.....

Telephone

Fax

Name of authorized representative

2. Identity of Partner No. 1

Name

Postal Address

Physical Address

.....

Telephone

Fax

Contact Person

3. Identity of Partner No. 2

Name

Postal Address

Physical Address

Telephone

Fax

Contact Person

4. Identity of Partner No. 3

Name

Postal Address

Physical Address

Telephone

Fax

Contact Person

5. Description of the role of the partners in the joint venture

Partner No. 1:

.....

Partner No. 2:

.....

Partner No. 3:

.....

6. Ownership of the joint venture

(i) Ownership percentage(s) Partner No. 1 %

Partner No. 2 %

Partner No. 3 %

(ii) Partner percentage in respect of:

a) Profit and loss sharing: Partner No. 1 %

Partner No. 2 %

Partner No. 3 %

b) Initial capital contribution Partner No. 1 R.....

 Partner No. 2 R.....

 Partner No. 3 R.....

(iii) Anticipated ongoing capital contributions:

 Partner No. 1 R.....

 Partner No. 2 R.....

 Partner No. 3 R.....

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

 Partner No. 1

 Partner No. 2

 Partner No. 3

7. Recent contracts performed by partners in their own right or as partners in other joint ventures

a) Partner No. 1

(i)

(ii)

(iii)

(iv)

(v)

b) Partner No. 2

(i)

(ii)

(iii)

(iv)

(v)

c) Partner No. 3

(i)

(ii)

(iii)

(iv)

(v)

8. Control and participation in the joint venture

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

a) Joint Venture cheque signing
.....
.....
.....

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

c) Signing, co-signing or collateralizing of loans
.....
.....
.....

d) Acquisition of lines of credit
.....
.....
.....

e) Acquisition of demand bonds
.....
.....
.....

f) Negotiating and signing of labour agreements

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

9. Management of the performance of the Contract
(Fill in the name and firm of the responsible person)

a) Supervision of field operations

.....

b) Major purchasing

.....

c) Estimating

.....

d) Technical management

.....

10. Management and control of the joint venture

a) Identify the managing partner

.....
.....

b) What authority does each partner have to commit or obligate the other to financial institutions, insurance companies, suppliers, subcontractors or other parties participating in the performance of the contemplated works:

Partner No. 1:

.....

Partner No. 2:

.....

Partner No. 3:

.....

c) Describe the management structure for the joint venture's work under this Contract

Management Function/Designation	Name	Partner

11.

Personnel

a) State the approximate number of operative personnel (by trade/function/discipline) needed to execute the Joint Venture contract.

Trade/function/discipline	Number

b) State the number of operative personnel to be employed on the Contract who are currently in the employ of partners:

.....

c) State the number of operative personnel who are not currently in the employ of the respective partners and shall be engaged on the project by the Joint Venture:

.....

d) State the name of the individual who shall be responsible for hiring Joint Venture employees:

.....

e) State the name of the partner who shall be responsible for the preparation of Joint Venture payrolls:

.....

12. Services

List the firms who provide the following services:

Service	Name	Contact Person	Telephone No.
Accounting			
Auditing			
Banking			
Insurance			
Legal			

13. Control and structure of the Joint Venture

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

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

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

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

Duly authorized to sign on behalf of:

..... (the Joint Venture)

Signature: Print Name:

Name:

Address:

.....

Telephone:

Date:

Duly authorized to sign on behalf of:

(Partner No. 1)

Signature: Print Name:

Name:

Address:

.....

Telephone:

Date:

Duly authorized to sign on behalf of:

(Partner No. 2)

Signature: Print Name:

Name:

Address:

.....

Telephone:

Date:

Duly authorized to sign on behalf of:

(Partner No. 3)

Signature: Print Name:

Name:

Address:

.....

Telephone:

Date:

Compulsory Enterprise Questionnaire

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record in the service of the state

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

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

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

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

*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"/> 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 the board of directors of any municipal entity <input type="checkbox"/> an official of any municipality or municipal entity	<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 an accounting authority of any national or provincial public entity <input type="checkbox"/> an employee of Parliament or a provincial legislature
--	---

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

<p>The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise:</p> <ul style="list-style-type: none"> i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order; ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004; iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption; iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and v) 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	
<i>Enterprise name</i>			

Record of Addenda to tender documents

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

Form of Intent to Provide a Demand Guarantee

If my/our tender is accepted, I/we will, when required and within the time stipulated, provide a guarantee of

(*) Insurance Company (name)

(of address)

.....

(*) Commercial Bank (Name)

(Branch)

(of address)

.....

to be approved by you, the Employer, for the amount stipulated.

(*) : delete whichever is not applicable.

I/we understand that failure to produce an acceptable Demand Guarantee within the stipulated period is a fundamental breach of Contract, entitling the Employer to:

- (i) withhold all payments which may be due to the Contractor pending compliance with the stipulated requirements to produce an acceptable Demand Guarantee.
- (ii) instruct the Contractor to cease all work pending provision of the Demand Guarantee, and
- (iii) cancel the Contract.

Signed	.....	Date	.....
Print Name	.....	Position	.....
Tenderer	.....	

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.			
4.			
5.			
Signed		Date	
Name		Position	
Tenderer			

Schedule of Available Infrastructure, Resources and Experience

1. Bidder's List of Third Party Design Engineers

In the event that the Bidder desires to design all or part of the Works or submit any alternative, he/she shall list here-following, the Design Engineers, accomplished in the specific field of practice, which he/she proposes to employ for the purpose of third party certification of all works designed by the Bidder for the Works.

Notes: (i) All costs of third party designs shall be borne solely by the Bidder.
(ii) This Schedule must be accurately completed. Phrases such as "to be advised" will not be accepted.

2. Bidder's Personnel Profile

3. List the Firms who provide the following services:

Service	Name	Contact Person	Telephone
Accounting			
Auditing			
Insurance			
Legal			

4. Identify any amounts of money loaned to your enterprise, indicating the loan source, date and amount

Loan Source	Address	Date of Loan	Loan Amount

5. List a maximum of five contract which your enterprise is engaged in and has not yet completed

Contract Description	Location	Client	Contract Amount	Expected Completion (month & year)

6. List the four largest assignments completed by your enterprise in the last three years

Nature of Work Performed	Client	Consultant Contact Person	Telephone No.	Contract Amount

7. Address of workshop facilities from where maintenance of works will be undertaken

.....
.....

8. **Address of Branch Offices in the RSA**

.....
.....

9. **Address of Nearest Representative to Polokwane**

.....
.....

10. **Has work previously been performed for the Employer?** YES/NO* - Specify

.....
.....

11. **Tenderer's Financial Ability to execute and complete the Works**

Provide the estimated cash flow on the project in terms of submissions of payment certificates or payment schedules of the Employer

NOTES APPLICABLE:

(i) Value added tax to be included in all amounts.

(ii) Assume for the purpose of this estimate, payment of certificates within 30 days after receipt by the Employer.

(iii) In calculation of the last column,

$$\begin{array}{ll} j = d & m = l + g \\ k = j + e & n = m + h \\ l = k + f & \text{etc.} \end{array}$$

(iv) Failure to detail the required information shall automatically signify that the Bidder lacks the infrastructure and resources necessary to execute and complete the Works.

Month No. in Contract Period	Estimated amount in Rands (VAT included)			
	a Received	b Payments made	a-b Net cash flow	Cumulative cash flow
1	-		d	j
2			e	k
3			f	l
4			g	m
5			h	n
6			etc.	etc.
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
Maximum negative cash flow. Take the largest negative number in the last column and write in here → → → → →				

Signed	.....	Date	.....
Print Name	.....	Position	.....
Tenderer	.....	

Financial Information of Bidder

This information sheet has to be filled in by the financier of the Bidder, duly signed and stamped on behalf of the financial institution he represents.

Bidder Details

Tender Description :

Contract Period :

Name of Bidder :

Bank Account Number :

Tendered Amount :

Demand Guarantee will be provided by this Bank: YES NO

If yes, state amount of Demand Guarantee: R

Financial Institution

Name of Commercial Bank :

Branch :

Name of Bank Manager :

Telephone Number :

I / We acting on behalf of the above Commercial Bank confirm that

..... (Bidder)

has operated an account with us for the last years.

We have been requested to provide a bank rating based in relation to the financial capability of the Tenderer, taking into account directives set out in the following two tables.

Financial Capability	
Maximum value of contract that the Bidder is considered capable of	Value on which Bank Rating must be used
up to R300 000	R24 000
R1 000 000	R78 000
R3 000 000	R240 000
R5 000 000	R480 000
R10 000 000	R900 000
R30 000 000	R2 400 000
R100 000 000	R7 800 000

BANK RATING	
Bank Code	Description of Bank Code
A	Undoubted for the amount of enquiry
B	Good for the amount of enquiry
C	Good for the amount quoted if strictly in the way of business
D	Fair trade risk for amount of enquiry
E	Figures considered too high
F	Financial position unknown
G	Occasional dishonours
H	Frequent dishonours

The value on which our Bank Rating of the Bidder is based is R.....

(In words only)

The Bank Rating is code:

ORIGINAL BANK RATING LETTER

Attached the Bank Rating to this Page

ANNEXURE: B

Certificate for Municipal Services and Payments

TO: MUNICIPAL MANAGER, POLOKWANE MUNICIPALITY

FROM: _____ (Name of Bidder)

FURTHER DETAILS OF BIDDER(S); DIRECTORS/SHAREHOLDERS/PARTNERS, ETC.

Directors/share holders/Partner	Physical address of the Business	Municipal Account No.	Physical residential address of the Director/ Shareholder/ Partner	Municipal Account No.

NB: Please attach certified copy of ID document(s)

Signatory

Date

Witnesses

1. _____
Full Names

Signature

Date

2. _____
Full Names

Signature

Date

ANNEXURE: C

Authorization for Deduction of Outstanding Amounts Owed to Council

TO: MUNICIPAL MANAGER, POLOKWANE MUNICIPALITY

FROM: _____ (Name of the Bidder or Consortium)

I, _____ the undersigned, hereby authorize the Polokwane Municipality to deduct the full amount outstanding by the business organization/Director/Shareholder/Partner, etc. from any payment due by us/me.

Signed at _____ Date _____ Month _____ 20_____

Print Name: _____

Signature: _____

Thus done and signed for and on behalf of the bidder/Contractor

Signatory

Date

Witnesses

1. _____
Full Names

Signature

Date

2. _____
Full Names

Signature

Date

Declaration of Bidder's Past Supply Chain Management Practices

1. This Municipal Bidding Document must form part of all bids invited.
2. It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are to combat the abuse of the supply chain management system.
3. **The of any bidder may be rejected if the bidder, or any of its directors have:**
 - a) Abused the Municipality's Supply Chain Management System or committed any improper conduct in relation to such system;
 - b) Been convicted for fraud or corruption during the past five years;
 - c) Wilfully neglected, reneged or failed to comply with any government, municipal or public sector contract during the past five years; or
 - d) Been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corruption Activities Act (No 12 of 2004).
4. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

ITEM	▪ QUESTION	YES	NO
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).		
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 Corruption Activities Act (No 12 of 2004)? (To access this Register enter the National Treasury's website www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012 326 5445).		
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?		
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality/municipal entity, or any other municipality/municipal entity, that is in arrears for more than three months?		
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality/municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?		
4.5.1	If so, furnish particulars:		

CERTIFICATION

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

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

Signature

Date

Position

Name of Bidder

ANNEXURE C

MBD 4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorized representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Full Name of bidder or his or her representative:

3.2 Identity Number:

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

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

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

- (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

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

3.9 Have you been in the service of the state for the past twelve months? **YES / NO**

3.9.1 If yes, furnish particulars:
.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

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

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

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

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

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

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

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

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

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

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1 PILLARS OF THE PROGRAMME

- 1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
 - (a) Any single contract with imported content exceeding US\$10 million. or
 - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2-year period which in total exceeds US\$10 million. or
 - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million. or
 - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.
- 1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers

A period of seven years has been identified as the time frame within which to discharge the obligation

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.
- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.
2. **BID SUBMISSIONS AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)**
- 2.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.

3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the **DTI with the following information:**

- Bid / contract number.
- Description of the goods, works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedi.gov.za for further details about the programme.

4 PROCESSES TO SATISFY THE NIP OBLIGATION

4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:

- a. the contractor and the DTI will determine the NIP obligation;
- b. the contractor and the DTI will sign the NIP obligation agreement;
- c. the contractor will submit a performance guarantee to the DTI;
- d. the contractor will submit a business concept for consideration and approval by the DTI;
- e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
- f. the contractor will implement the business plans; and
- g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution

Bid number Closing date:.....

Name of bidder.....

Postal address

.....

Signature..... Name (in print).....

Date.....

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?

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.

.....
.....

3 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?

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.

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

* Delete if not applicable

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 and whether any portion of payment from the municipality / municipal entity are expected to be transferred out of the Republic?

YES / NO

4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x.

1. General Conditions
 - 1.1. Preferential Procurement Regulations, 2017 (Regulation 9. (1) and 9. (3) make provision for the promotion of local production and content.
 - 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
 - 1.3. Regulation 9.(3) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.
 - 1.4. Where necessary, for bids referred to in paragraphs 1.2 and 1.3 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
 - 1.5. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
 - 1.6. The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

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

Where

x	imported content
y	bid price excluding value added tax (VAT)

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

- 1.7. A bid will be disqualified if:

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

2. Definitions

- 2.1. “**bid**” includes advertised competitive bids, written price quotations or proposals;
- 2.2. “**bid price**” price offered by the bidder, excluding value added tax (VAT);
- 2.3. “**contract**” means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. “**designated sector**” means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. “**Duly sign**” means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
- 2.6. “**imported content**” means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. “**local content**” means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. “**stipulated minimum threshold**” means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. “**Sub-contract**” means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

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

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

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

YES / NO

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

The relevant rates of exchange information is accessible on www.reservebank.co.za.

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

IN RESPECT OF BID No.

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

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

I, the undersigned, (full names),
do hereby declare, in my capacity as
of (name of bidder entity), the
following:
(a) The facts contained herein are within my own personal knowledge.
(b) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286.

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

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

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

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

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2017 promulgated under the Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *per 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.

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.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js9141w 4

Compliance with OHSA (Act 85 of 1993)

Bidders are required to satisfy the Employer and the Engineer as to their ability and available resources to comply with the above by answering the following questions and providing the relevant information required below.

1. Is the Contractor familiar with the OHSA (ACT 85 of 1993) and its Regulations?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	/	<input type="checkbox"/>	YES	/	NO
2. Who will prepare the Contractor's Health and Safety Plan? (Provide a copy of the person/s curriculum vitae/s or company profile).	<input type="checkbox"/>	<input checked="" type="checkbox"/>	/	<input type="checkbox"/>			
3. Does the Contractor have a health and safety policy? (If yes, provide a copy). How is this policy communicated to all employees?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	/	<input type="checkbox"/>	YES	/	NO
4. Does the Contractor keep records of safety aspects of each construction site? If yes, what records are kept?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	/	<input type="checkbox"/>	YES	/	NO
5. Does the Contractor conduct monthly safety meetings? If yes, who is the chairperson of the meeting, and who attend these meetings?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	/	<input type="checkbox"/>	YES	/	NO
6. Does the Contractor have a safety officer in his employment, responsible for the overall safety of his company? If yes, please explain his duties and provide a copy of his CV.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	/	<input type="checkbox"/>	YES	/	NO
7. Does the Contractor have trained first aid employees? If yes, indicate, who.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	/	<input type="checkbox"/>	YES	/	NO
8. Does the Contractor have a safety induction-training programme in place? (If yes, provide a copy)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	/	<input type="checkbox"/>	YES	/	NO

Signature of Bidder:

Date:

Day work Schedule

This Day work Schedule shall be used for the valuation of any additional or substituted work which cannot conveniently be valued at the rates and prices submitted in the schedule of quantities.

In respect of labour and materials used in the additional or substituted work not covered in the Day work Schedule the Contractor shall be paid the actual cost plus the percentage allowance stated in the schedule of quantities.

The Tenderer shall quote hereunder rates which shall apply for payment purposes if the Engineer orders additional or substituted work to be carried out on a day work basis and shall therefore be in accordance with the requirements of clause 37(2) of the General Conditions of Contract.

1. LABOUR AND MATERIALS

Rates and prices entered in the schedule shall be held to allow for net cost of labour and materials delivered to site respectively with the percentage allowances stated in the schedule of quantities.

2. PLANT AND EQUIPMENT

The Tenderers shall list all major items of plant and equipment to be used on the works and which may be required for use on day works. The proposed hire rates of these items shall be entered against each type of machine, such rates to include for all relevant costs of plant hire inclusive of fuels and lubricants but exclusive of labour charges for the operators, which will be paid for under sub-clause (1) above.

The rates for plant items not listed in the schedule will be the ruling plant hire rates, inclusive of fuels and lubricants but exclusive of labour charges for the operators, inclusive of a 7,5% handling charge. It is therefore in the Tenderers interest to ensure that the list is complete.

Should there be insufficient space on the pages provided; the Bidder shall add further pages as required.

THE RATES FOR THE PLANT AND EQUIPMENT MENTIONED IN THE SCHEDULE SHALL BE FILLED IN FOR THE ITEMS REQUESTED. SHOULD AN ITEM BE OMITTED IT SHALL BE DEEMED TO HAVE BEEN INCLUDED IN THE OTHER DAYWORKS RATES.

A. LABOUR

DESIGNATION	RATE	
	R	C
Artisans	per hour	
Artisan Aid	per hour	
Plant Operators	per hour	
Truck Drivers	per hour	
Labour - unskilled	per hour	
- semi-skilled	per hour	
- skilled	per hour	

B. MATERIALS

DESIGNATION	RATE	
	R	C

C. TRANSPORT

DESIGNATION	RATE	
	R	C
LDV / kilometer		
8-ton Truck / kilometer		
TLB / kilometer		

D. PLANT AND EQUIPMENT

*Only applicable on authority of the Engineer

POLOKWANE MUNICIPALITY

BID NUMBER: PM29/2023

BID DESCRIPTION: SUPPLY AND INSTALLATION OF SOLAR PV HIGH MAST LIGHTS IN POLOKWANE MUNICIPALITY'S AREA OF JURISDICTION – MULTI-YEAR PROJECT

PART C1: AGREEMENTS AND CONTRACT DATA

C1.1: FORM OF OFFER AND ACCEPTANCE

C1.2: CONTRACT DATA

C1.3: FORM FOR PERFORMANCE GUARANTEE

C1.4: FORM FOR RETENTION MONEY GUARANTEE

C1.5: AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF 1993

C1.6: FORM FOR ADJUDICATORS AGREEMENT

POLOKWANE MUNICIPALITY

BID NUMBER: **PM29/2023**

BID DESCRIPTION: **SUPPLY AND INSTALLATION OF SOLAR PV HIGH MAST LIGHTS IN POLOKWANE MUNICIPALITY'S AREA OF JURISDICTION – MULTI-YEAR PROJECT**

C1.1 Form of Offer and Acceptance

Offer

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of construction works viz.:

Project Description: **SUPPLY AND INSTALLATION OF SOLAR PV HIGH MAST LIGHTS IN POLOKWANE MUNICIPALITY'S AREA OF JURISDICTION – MULTI-YEAR PROJECT**

Contract Number: **PM29/2023**

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

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

.....

..... (amount in words);

R..... (amount 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 Tender Data, whereupon the Bidder becomes the party named as the Contractor in terms of the Conditions of Contract identified in the Contract Data.

Signature(s)

Print Name(s)

Capacity

For the Tenderer

.....
(Name and address of Tenderer Organization)

Signature of witness Date:

Print Name

Important Note

This page to be duly completed by the Bidder before submitting the Tender.

ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer 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 1 : Agreements and Contract Data (which include this Agreement)

Part 2 : Pricing Data

Part 3 : Scope of Work

Part 4 : Site Information

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

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto, as listed in the Tender Schedules, as well as any changes to the terms of the Offer agreed by the 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, which shall be signed by the authorized representative(s) of both parties.

The Bidder shall, within 7 days of 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 guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data. Failure to fulfil any of the 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 copy of this original document, including the Schedule of Deviations (if any). Such date should be confirmed in a manner that c and b read, copied and recorded and shall be accepted by the contracting parties as the Commencement Date. This agreement shall constitute a binding contract between the parties.

Signature(s)

Print Name(s)

Capacity

For the Tenderer

.....
(Name and address of Employer Organization)

Signature of witness Date:

Print Name

SCHEDULE OF DEVIATIONS

The extent of deviations from the tender documents issued by the Employer before the tender closing date is limited to those permitted in terms of the Conditions of Tender.

A bidder's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, be the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.

Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents, and which it is agreed by the Parties becomes an obligation of the contract, shall also be recorded here.

Any change or addition to the tender documents arising from the above agreements and recorded here shall also be incorporated into the final Contract Document.

3.1	Subject	.....
	Details	.....
3.2	Subject	.....
	Details	.....
3.3	Subject	.....
	Details	.....

By the duly authorized representatives signing this Schedule of Deviations, the Employer and the Contractor agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Contractor and the Employer in concluding this process of offer and acceptance; in witness thereof the parties hereto have caused this agreement to be executed. It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Contractor of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

Signed by: Signed by:

Print Name: Print Name:

Address: Address:

for and on behalf of the **Employer** in the presence of For and on behalf of the **Contractor** in the presence of

Witness: Witness:

Print Name: Print Name:

Date: Date:

POLOKWANE MUNICIPALITY

BID NUMBER: PM29/2023

BID DESCRIPTION: SUPPLY AND INSTALLATION OF SOLAR PV HIGH MAST LIGHTS IN POLOKWANE MUNICIPALITY'S AREA OF JURISDICTION – MULTI-YEAR PROJECT

C.1.2 Contract Data

CONTENTS

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C.1.2.1 Part 1: Data provided by the Employer

C.1.2.1.1 Conditions of Contract

The Conditions of Contract are:

- the “General Conditions of Contract” as they appear in the commercially-available publication “General Conditions of Contract for Construction Works, Third Edition, 2015”, hereinafter referred to as “GCC 2015”; and
- specific data as contained in this Contract Data.

Each party to the Contract shall purchase its own copy of the GCC 2015 that applies to this Contract, available from its publisher:

South African Institution of Civil Engineering
Private Bag X200
Halfway House
1685
South Africa

Tel +27 (0)11 805 5947

The following Notes apply:

Note 1

The GCC 2015 makes several references to the Contract Data.

Each item of data below is cross-referenced to the clause in the Conditions of Contract to which it applies. Notwithstanding anything specified to the contrary, the Contract Data shall take precedence in the interpretation of any ambiguity or inconsistency between it and the GCC 2015.

The documents forming the Contract are to be taken as mutually explanatory of one another. For the purpose of interpretation, the priority of the documents shall be in accordance with the following order of precedence:

- (a) the Form of Offer and Acceptance.
- (b) amendments to the General Conditions of Contract within the Contract Data.
- (c) additional conditions to the General Conditions of Contract within the Contract Data.
- (d) corrigenda to the General Conditions of Contract.
- (e) the General Conditions of Contract.
- (f) the Specifications, Drawings, Schedules and other documents forming part of the Contract (in that order) contained in the Scope of Work and the Site Information.

If any ambiguity or discrepancy is found in the documents, the Engineer needs to be contacted to issue any necessary clarification or instruction.

Note 2

Certain pro-forma forms and pro-forma agreements contained in the GCC 2015 have been adapted for this particular contract. Those pro-forma forms and pro-forma agreements contained in the GCC 2015 do not apply where replaced by similar pro-forma forms and pro-forma agreements in this document.

C.1.2.1.2 Contract-specific Data

The following contract-specific data, referring to the General Conditions of Contract, are applicable to this Contract:

C.1.2.1.2.1 Compulsory Data

Clause	Data
1.1.1.13	The Defects Liability Period is 12 months
1.1.1.14	The time for achieving Practical Completion is 5 months
1.1.1.15	The name of the Employer is Polokwane Municipality
1.1.1.26	The Pricing Strategy of a Re-measurement Contract shall apply
1.2.1.2	<p>The address of the Employer is:</p> <p>Physical address: Civic Centre Landdros Mare Street Polokwane City</p> <p>Postal address: PO Box 111 Polokwane 0700</p> <p>e-mail address: maphutimot@polokwane.gov.za</p> <p>Contact numbers: Corporate: 015 023 5120 Direct: 015 023 5271</p>
1.1.1.16	<p>The name of the Employer's Agent is:</p> <p>Polokwane Municipality Energy Services</p>
1.2.1.2	<p>The address of the Employer's Agent is:</p> <p>Physical address: Mobile Office No. 6 Civic Centre Polokwane 0699</p> <p>Postal Address: P.O. Box 111 Polokwane 0699</p> <p>E-mail: johannamm@polokwane.gov.za</p> <p>Contact numbers: Corporate: 015 023 5120 Mobile: 067 100 3890 Fax:</p>

Clause	Data			
3.1.3	The Engineer shall obtain the specific approval of the Employer before executing any of his functions or duties according to the following table:			
GCC Clause No	Description	Requires EWA*	Delegated to ER*	
3.2.1	Employer's Agent Representative's appointment and termination	Y		
3.2.4	Employer's Agent Representative acting on Employer's Agent behalf	Y		
4.5.4	Payment for notices and fees	Y		
4.7.1	Fossils, etc. on Site	Y		
5.7.2	Work at night	Y		
5.7.3	Acceleration of rate of progress	Y		
5.7.3	Payment for acceleration	Y		
5.9.1	Instructions and drawings on Commencement Date		Y	
5.11.1	Suspension of the Works		Y	
5.11.3	Proceeding with Works after suspension	Y		
5.12.4	Acceleration instead of extension of time	Y		
5.13.2	Reduction of penalty		Y	
6.3.1	Variation orders	Y		
GCC Clause No	Description	Requires EWA*	Delegated to ER*	
6.3.2.1	Confirmation of a Variation Order	Y		
6.4.1.4	Day-works as a Variation Order	Y		
6.5.2	Materials for day-works	Y		
6.8.4	Costs due to changes in legislation	Y		
6.11.1	Variations exceeding 20%		Y	
8.2.2.2	Damage due to excepted risks		Y	
10.1.5	Consultation on Contractor's claim	Y	Y	
10.1.5	Ruling on Contractor's claim	Y		N
3.1.4	Delete this clause.			

*The following abbreviations apply:

ER Employer's Agent Representative

EWA Employer's Agent Written Action

N No

NA Not Applicable

Y Yes

Clause	Data
4.9.1	The Contractor shall deliver to the Employer's Agent, on a monthly basis, a detailed inventory of Construction Equipment kept on Site, full particulars given for each day of the month. Distinction shall be made between Owned Equipment and Hired Equipment as well as Equipment in working order and Equipment out of order. Such inventory shall be submitted by the seventh day of the month following the month to be reported.
4.10.2	The Contractor shall deliver to the Employer's Agent, on a monthly basis, a return in detail of supervisory staff and the number of categorized classes of labour employed each day for the said period by the Contractor for execution of the Contract. Such return shall be submitted by the seventh day of the month following the month to be reported.
5.3.1	<p>The documentation required before commencement with carrying Works execution are:</p> <ul style="list-style-type: none"> • Health and Safety Plan (Refer to Clause 4.3) • A signed Agreement between the Employer and the Contractor for the Works to be completed by the Contractor in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (Act No.85 of 1993) and the Construction Regulations promulgated thereunder (Refer to Clause 4.3). • Proof of payment to the Employer, that the Contractor has paid all contributions required in terms of the Compensation for Occupational Injuries and Diseases Act, No 130 of 1993 (Refer to Clause 4.3). • Initial Programme of Works (Refer to Clause 5.6). • Security (Refer to Clause 6.2). • Insurance (Refer to Clause 8.6).
5.3.2	The time to submit the documentation required before commencement with Works execution is 14 Days .
5.4.2	The access and possession of Site shall not be exclusive to the Contractor but shall be as set out elsewhere in the Contract.
5.8.1	<p>The non-working Days are Sundays.</p> <p>The special non-working Days are:</p> <p>Statutory public holidays; and</p> <p>All annual year-end shutdown periods as recommended by the South African Federation of Civil Engineering Contractors (SAFCEC), and which commence after the Commencement Date and which commence before the Due Completion Date.</p>
5.13.1	The penalty for failing to complete the Works is 0,1 percent of contract price per calendar day.
5.16.3	The latent defect period is 10 years, commencing on the Day after the date of certification of Practical Completion.
6.5.1.2.3	The percentage allowance to cover overhead charges is: 50 per cent for labour; and 15 per cent for materials.
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80%. Proof of ownership is required.
6.10.3	<p>The limit of retention money is 10% of the value of the Contract Price.</p> <p>A Retention Money Guarantee of 50% of the paid retention monies is compulsory at the completion of the project.</p> <p>A penalty will be applied for non-delivery of the Retention Money Guarantee as required. The penalty will be 10% of the value of the completion Retention Money Amount per calendar month for late delivery of the said Retention Money Guarantee.</p>

Clause	Data
8.6.1.1.2	The value of Plant and materials supplied by the Employer to be included in the insurance sum is nil .
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is a maximum of 5% (five percent) of the Contract Sum.
8.6.1.3	The limit of indemnity for liability insurance is equal to the contract amount.
10.5.1	Dispute resolution shall be by standing adjudication, use GCC 2015, Appendix 5.
10.7.1	The determination of disputes shall be by arbitration.

C.1.2.1.2.2 Variations to the General Conditions of Contract

Clause	Data
1.1.1.16	<p>Employer's Agent</p> <p>Add the following after the first paragraph:</p> <p>"Employer's Agent shall have the same meaning and be synonymous with Engineer/engineer throughout the Contract document."</p>
2.5.1	<p>Cession</p> <p><i>Amend Clause 2.5.1 as follows:</i></p> <p><i>Delete the words "without the written consent of the other"</i></p>
5.3.3	<p>Time to instruct commencement of the Works</p> <p>Add the following to Clause 5.3.3 after the last sentence:</p> <p>"The Contractor shall not commence working until they have an approved project specific health and safety plan in terms of the Occupational Health and Safety Act, 1993: Construction Regulations, 2014 and complied with the initial requirements thereof."</p>
5.14.1	<p>Practical Completion</p> <p>Replace the last sentence of the second paragraph:</p> <p>"Should the Employer's Agent ... on expiry of 14 days."</p> <p>with the following:</p> <p>"Should the Employer's Agent not issue such a list within 14 days, Practical Completion shall be deemed to have been achieved on the said fourteenth day."</p>
5.14.2	<p>Issue of Certificate of Practical Completion</p> <p>Replace "the Employer's Agent" in the second and third lines with the following:</p> <p>", the Contractor shall notify the Employer's Agent, who shall inspect the Works and the Employer's Agent"</p>
5.14.4	<p>Certificate of Completion</p> <p>Replace "the Employer's Agent" in the third line of the first paragraph with:</p> <p>", the Contractor shall notify the Employer's Agent, who shall inspect the works and the Employer's Agent"</p>
5.14.5.1	<p>Consequences of Completion</p> <p><i>Amend Clause 5.14.5.1 as follows:</i></p> <p><i>In the second line, substitute the word 'Guarantor' with 'Contractor'.</i></p>

Clause	Data
6.2	<p>Security</p> <p><i>Replace Sub-Clauses 6.2.1 and 6.2.2 with:</i></p> <p>“The Contractor shall deliver to the Employer within such time as may be stated in the Contract Data, a Demand Guarantee, of an Insurance Company registered in terms of the Short-term Insurance Act (Act 53 of 1998) or of a registered Commercial Bank, in a sum equal to the amount stated in the Contract Data. The Demand Guarantee shall be issued by an entity subject to the approval of the Employer, and shall conform in all respects to the format contained in the Contract Data.</p> <p>The security to be provided by the Contractor shall be a Demand Guarantee of 10% of the Contract Sum.</p> <p>Wherever a joint venture constitutes the contracting party, the Demand Guarantee shall be issued on behalf of the joint venture.</p> <p>Failure to produce an acceptable Demand Guarantee within the period stated in the Contract Data, is a fundamental breach of Contract, entitling the Employer to cancel the Contract by due notice in terms of Clause 9.2 with specific reference to Sub-clause 9.2.2 as amended in the Contract Data.”</p>
6.3.1	<p>Variations</p> <p><i>Amend Clause 6.3.1, as follows:</i></p> <p><i>In the first paragraph, third line, after the words "or for any reason appropriate", add the phrase</i></p> <p>”, including the limiting of contract expenditure so as not to exceed the Employer's budgeted project funding, ”</p> <p><i>Add the following phrase to the last paragraph of Clause 6.3.1.6, after the words "ascertaining the amount of the Contract Price":</i></p> <p>”, and no such variation shall give reason for consideration of any claim in terms of Clause 6.11.”</p>
6.3.2	<p>Orders for Variations to be in writing</p> <p>Omit the words “Provided that” under Clause 6.3.2 and omit Clause 6.3.2.1.</p>
6.9.2	<p>Definition of “materials”</p> <p><i>Amend Clause 6.9.2, as follows:</i></p> <p><i>Substitute the word ‘plant’ with ‘Plant’.</i></p>
6.10.4	<p>Delivery, dissatisfaction with and payment of payment certificate</p> <p>Replace “28 days” in the seventh line with “35 days”.</p>
6.10.5	<p>Payment of retention money</p> <p><i>Amend Clause 6.10.5 as follows:</i></p> <p><i>In the second line, add the words ‘, if any,’ after the words ‘Defects Liability Period’</i></p>

Clause	Data
6.10.6	<p>Set-off and delayed payments</p> <p><i>Amend Clause 6.10.6.2 as follows:</i></p> <p><i>Delete the words 'simple interest' and substitute with the words 'interest compounded monthly'.</i></p> <p><i>Delete the words 'Contractor's Bank' and substitute with the words 'Employer's Bank'</i></p>
6.11	<p>Variations exceeding 15 per cent</p> <p><i>Replace the marginal heading with:</i></p> <p>"Variations exceeding 20 per cent"</p> <p><i>Replace "15 per cent" with "20 per cent" in the text of this Sub-Clause</i></p>
7.4.4	<p>Cost of test specimens and tests</p> <p><i>Amend Clause 7.4.4.2 as follows:</i></p> <p>In the <u>second</u> line of paragraph two, add the words '<i>the requirements of</i> before the words '<i>the Contract</i>'</p>
8.1.3	<p>Excessive loads and traffic</p> <p>In the third line, add a comma after the word 'Site' as follows: '...in the vicinity of the Site, from...'.</p>
8.3.1	<p>Excepted risks</p> <p><i>Amend Clause 8.3.1.10 as follows:</i></p> <p><i>In the second line, delete the words 'Employer or any of their' and substitute with 'or any of its'.</i></p>
8.6.6	<p>Contractor to produce proof of payment</p> <p>"The Contractor shall before commencement of the Works produce to the Employer's Agent:</p> <p class="list-item-l1">8.6.6.1 The policies by which the insurances are effected,</p> <p class="list-item-l1">8.6.6.2 Proof that due payment of all premiums there under, covering the full required period has been made, and</p> <p class="list-item-l1">8.6.6.3 Proof of continuity of the policies for the required period.</p> <p>Should, during the currency of the Contract, the required period of insurance be extended for any reason, the Contractor shall timeously extend (so as to maintain) the said insurances for the full extended duration.</p> <p>The Employer's Agent shall be empowered to withhold all payment certificates until the Contractor has complied with his obligations in terms of this Clause 8.6.6."</p>
8.6.7	<p>Remedy on Contractor's failure to insure</p> <p><i>Delete sub-clause 8.6.7 and substitute with:</i></p> <p>"Failure on the part of the Contractor to effect and keep in force any of the insurances referred to in Clause 8.6.1 and its sub-clauses, is a fundamental breach of Contract, entitling the Employer to cancel the Contract by due notice in terms of Clause 9.2 and with specific reference to sub-clause 9.2.2, as amended in the Contract Data."</p>

Clause	Data
9.1.2	<p>State of emergency</p> <p><i>In the fourth line, delete the words 'supply of' and substitute with 'availability of'.</i></p>
9.2	<p>Termination by Employer</p> <p><i>Delete the contents of Clause 9.2 and substitute with:</i></p> <p>“9.2.1 The Employer may terminate the Contract by written notice to the Contractor if:</p> <p>9.2.1.1 Sequestration of the Contractor’s estate is ordered by a Court with due jurisdiction, or</p> <p>9.2.1.2 The Contractor publishes a notice of surrender or presents a petition for the surrender of his estate as insolvent, or makes a compromise with his creditors, or assigns in favour of his creditors, or agrees to carry out the Contract under the supervision of a committee representing his creditors, or (being a company) goes into liquidation, whether provisionally or finally (other than a voluntary liquidation for the purpose of amalgamation or reconstruction), or if the Contractor assigns the Contract without having first obtained the Employer’s consent in writing, or if execution is levied on his goods, or</p> <p>9.2.1.3 The Contractor, or anyone on his behalf, or in his employ, offers to any person in the employ of the Employer or the Employer’s Agent, a gratuity or reward or commission, or</p> <p>9.2.1.4 The Contractor furnished materially inaccurate information in his Tender, which had a bearing on the award of the Contract, or</p> <p>9.2.1.5 The Contractor has abandoned the Contract.</p> <p>9.2.2 If the Contractor:</p> <p>9.2.2.1 Has failed to commence the Works in terms of Clause 10 hereof, or has suspended the progress of the Works for fourteen (14) days after receiving from the Engineer written notice to proceed, or</p> <p>9.2.2.2 Has failed to provide the Guarantee in terms of Clause 7 within the time stipulated in the Contract Data, or</p> <p>9.2.2.3 Has failed to proceed with the Works with due diligence, or</p> <p>9.2.2.4 Has failed to remove materials from the Site or to pull down and replace work within fourteen (14) days after receiving from the Employer’s Agent written notice that the said materials or work have been condemned and rejected by the Employer’s Agent in terms of these conditions, or</p> <p>9.2.2.5 Is not executing the Works in accordance with the Contract, or is neglecting to carry out his obligations under the Contract, or</p> <p>9.2.2.6 Has, to the detriment of good workmanship or in defiance of the Employer’s Agent instructions to the contrary, sublet any part of the Contract, or</p>

Clause	Data
	<p>9.2.2.7 Has assigned the Contract or any part thereof without the Employer's consent in writing, then the Employer may give the Contractor 14 days' notice to rectify the default, and if the Contractor fails to rectify the default in said 14 days, then, without further notice, notify the Contractor in writing of the termination of the Contract and expel the Contractor and order the Contractor to vacate the site within 24 hours of issue of the Notice of Termination and to hand the Site over to the Employer, and the Employer may then enter upon the Site and the Works without affecting the rights and powers conferred on the Employer or the Employer's Agent by the Contract and the Employer may himself complete the Works or may employ another contractor to complete the Works, and the Employer or such other contractor may use for such completion so much of the Construction Equipment, Temporary Works and materials brought onto the Site by the Contractor as the Employer may think proper, and the Employer may at any time sell any of the said Construction Equipment, Temporary Works and unused materials and apply the proceeds of sale towards payment of any sums that may be due or become due to the Employer by the Contractor under the Contract. In such circumstances the Contractor shall forthwith vacate the Site and shall not be entitled to remain on the Site on the grounds that he is entitled to do so on a right of retention until amounts due to him have been paid, neither will the Contractor be entitled to any further payments in terms of this Contract.</p>
9.2.3	<p>If the Contractor, having been given notice to rectify a default in terms of 9.2.2 above, rectifies said default, but later repeats the same or substantially the same default, then the Employer may notify the Contractor of the immediate termination of the Contract, and proceed as stated in the paragraph following the word 'writing' in Clause 9.2.2.7 above.</p>
9.2.4	<p>Should the amounts that the Employer must pay to complete the Works, exceed the sum that would have been payable to the Contractor on due completion by him, then the Contractor shall upon demand pay to the Employer the difference, and it shall be deemed a debt due by the Contractor to the Employer and shall be recoverable accordingly. Provided that should the Contractor on demand not pay the amount of such excess to the Employer, such sum may be determined and deducted by the Employer from any sum due to or that may become due to the Contractor under this or any previous or subsequent contract between the Contractor and the Employer."</p>

C.1.2.1.2.3 Additional clauses to the General Conditions of Contract:

Clause	Data
1.1	<p>Definitions</p> <p><i>Add the following at the end of Sub-Clause 1.1.1:</i></p> <p>1.1.1.35 “Client”, as used in the Occupational Health and Safety Act - Construction Regulations, means Employer.</p> <p>1.1.1.36 “Principal Contractor”, as used in the Occupational Health and Safety Act - Construction Regulations, means Contractor.</p>
4.12	<p>Contractor's superintendence</p> <p><i>Add the following sub-clause 4.12.4 to Clause 4.12:</i></p> <p>“Where a form is included in the Contract Data for this purpose, the Tenderer shall fill in the name of the person he proposes to entrust with the post of Contractor's Site Agent on this Contract in the space provided therefore. Previous experience of this person on work of a similar nature during the past five (5) years is to be entered on the form.</p> <p>The Contractor's Site Agent shall be on Site at all times when work is being performed.</p> <p>The person shall be subject to approval of the Employer's Agent in writing and shall not be replaced or removed from Site without the written approval of the Employer's Agent.”</p>
5.6	<p>Programme</p> <p><i>Add the following sub-clause 5.6.6 to Clause 5.6:</i></p> <p>“Failure on the part of the Contractor to deliver to the Engineer, the</p> <ul style="list-style-type: none"> • programme of the Works in terms of Clause 5.6.1 and • supporting documents in terms of Clause 5.6.2 <p>Within the period stated in the Contract Data, shall be sufficient cause for the Engineer to retain 25 per centum of the value of the Fixed Charge and Value-related items in assessment of amounts due to the Contractor, until the Contractor has submitted aforementioned first Programme of the Works and Supporting Documents”.</p>
5.9.7	<p>Employer's Agent to approve Contractor's Designs and Drawings</p> <p><i>Add the following sub-clause 5.6.6 to Clause 5.6:</i></p> <p>“All designs, calculations, drawings and operation and maintenance manuals shall be fully endorsed by a third party registered engineer, accomplished in such specific field of practice and the cost thereof shall be borne solely by the Contractor.</p> <p>Once the alternative design has been approved, the Contractor shall indemnify and hold harmless the Employer's Agent, the Employer, their agents and assigns, against all claims howsoever arising out of the said design, whether in contract or delict”.</p>

Clause	Data
5.11	<p>Suspension of the Works</p> <p><i>Add the following sub-clause 5.11.4 to Clause 5.11:</i></p> <p>“If the Contractor does not receive from the Employer the amount due under an Interim Payment Certificate within 28 days after expiry of the time stated in sub-clause 6.10.4 within which payment is to be made (except for deductions in accordance with sub-clauses 6.10.1.6 and 6.10.1.7), the Contractor may, after giving 14 days’ notice to the Employer, suspend the progress of the Works.</p> <p>The Contractor’s action shall not prejudice his entitlements to a claim in terms of Clause 10.1 and to cancellation of the Contract in terms of Clause 9.3.</p> <p>If the Contractor subsequently receives full payment of the amount due under such Interim Payment Certificate before giving a notice of cancellation of the Contract, the Contractor shall resume normal working as soon as is reasonably practicable.”</p>
5.12	<p>Extension of Time for Practical Completion</p> <p><i>Add the following at the end of Sub-Clause 5.12.2.2:</i></p> <p>“The extension of time to be allowed due to abnormal rainfall shall be calculated separately for each calendar month or part thereof in accordance with the following formula:</p> $V = (Nw - Nn) + \left(\frac{Rw - Rn}{x} \right)$ <p>where</p> <p>V = Extension of time in calendar days for the calendar month under consideration</p> <p>Nw = Actual number of days during the calendar month on which a rainfall of 10 mm or more has been recorded</p> <p>Nn = Average number of days for the calendar month on which a rainfall of 10 mm or more has been recorded, as derived from existing rainfall records</p> <p>Rw = Actual recorded rainfall for the calendar month</p> <p>Rn = Average rainfall for the calendar month, as derived from existing rainfall records</p> <p>x = 20</p>
	<p>The rainfall records which shall provisionally be accepted for calculation purposes are:</p> <p>Based on records taken at: Rainfall Station: Polokwane Years of record: 2006 – 2016</p>

Clause	Data																																																																																																																																																																																																																																																							
	<p><i>Table 1 – RAINFALL RECORDS FOR PERIOD: <u>2006 – 2016</u></i></p> <p>RAINFALL STATION: Polokwane Lat: 23.8570 Lon: 29.451 Height 1226m</p> <p>Average No of Days with Rainfall exceeding 10mm: 9.8 days/year</p> <p>Average Rainfall: 488.6mm/year station no: 0677802BX</p> <table border="1"> <thead> <tr> <th>MON</th><th>AVE</th><th>ST</th><th>N DAY</th><th>NUM</th><th>1</th><th>5.1</th><th>10.1</th><th>20.1</th><th>50.1</th><th>100.1</th><th>MAX R</th><th>MAX RAIN</th></tr> <tr> <th>MON</th><th></th><th>DEV</th><th>RAIN</th><th>MON</th><th>5</th><th>10</th><th>20</th><th>50</th><th>100</th><th>900</th><th>DAY</th><th>DATE</th></tr> </thead> <tbody> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>MON</td><td>AVE</td><td>ST</td><td>N DAY</td><td>NUM</td><td>1</td><td>5.1</td><td>10.1</td><td>20.1</td><td>50.1</td><td>100.1</td><td>MAX R</td><td>MAX RAIN</td></tr> <tr><td>MON</td><td></td><td>DEV</td><td>RAIN</td><td>MON</td><td>5</td><td>10</td><td>20</td><td>50</td><td>100</td><td>900</td><td>DAY</td><td>DATE</td></tr> <tr><td>JAN</td><td>65.9</td><td>39.3</td><td>65.9</td><td>11</td><td>3.4</td><td>2.1</td><td>1.3</td><td>0.7</td><td>0</td><td>0</td><td>38</td><td>1/18/2013</td></tr> <tr><td>FEB</td><td>47.3</td><td>49.7</td><td>47.3</td><td>11</td><td>1.6</td><td>0.9</td><td>1.1</td><td>0.6</td><td>0</td><td>0</td><td>49</td><td>2/26/2006</td></tr> <tr><td>MAR</td><td>58.4</td><td>33.2</td><td>58.4</td><td>11</td><td>3</td><td>1.3</td><td>1.1</td><td>0.7</td><td>0.1</td><td>0</td><td>51.5</td><td>3/27/2006</td></tr> <tr><td>APR</td><td>43.3</td><td>46.6</td><td>43.3</td><td>11</td><td>1.5</td><td>1</td><td>0.7</td><td>0.5</td><td>0.1</td><td>0</td><td>68</td><td>4/4/2011</td></tr> <tr><td>MAY</td><td>10.4</td><td>14</td><td>10.4</td><td>11</td><td>0.5</td><td>0.4</td><td>0.3</td><td>0.1</td><td>0</td><td>0</td><td>29.2</td><td>5/8/2009</td></tr> <tr><td>JUN</td><td>1.7</td><td>3.6</td><td>1.7</td><td>11</td><td>0.3</td><td>0</td><td>0.1</td><td>0</td><td>0</td><td>0</td><td>12</td><td>6/10/2009</td></tr> <tr><td>JUL</td><td>2.4</td><td>4.3</td><td>2.4</td><td>11</td><td>0.3</td><td>0.1</td><td>0.1</td><td>0</td><td>0</td><td>0</td><td>12.1</td><td>7/4/2007</td></tr> <tr><td>AUG</td><td>2.3</td><td>5.6</td><td>2.3</td><td>11</td><td>0.2</td><td>0</td><td>0.1</td><td>0</td><td>0</td><td>0</td><td>19.2</td><td>8/15/2011</td></tr> <tr><td>SEP</td><td>6.6</td><td>8.2</td><td>6.6</td><td>11</td><td>0.4</td><td>0.4</td><td>0.1</td><td>0.1</td><td>0</td><td>0</td><td>22.5</td><td>9/4/2015</td></tr> <tr><td>OCT</td><td>48.1</td><td>29.5</td><td>48.1</td><td>11</td><td>1.5</td><td>0.7</td><td>1.4</td><td>0.6</td><td>0</td><td>0</td><td>38.2</td><td>10/29/2009</td></tr> <tr><td>NOV</td><td>97.7</td><td>40.5</td><td>97.7</td><td>11</td><td>3.1</td><td>2</td><td>1.3</td><td>1.5</td><td>0.2</td><td>0</td><td>65.5</td><td>11/12/2008</td></tr> <tr><td>DEC</td><td>104.6</td><td>56.3</td><td>104.6</td><td>11</td><td>3.8</td><td>1</td><td>1.7</td><td>1.9</td><td>0.1</td><td>0</td><td>55</td><td>12/16/2014</td></tr> <tr><td>YR</td><td>488.6</td><td></td><td>67.9</td><td></td><td>19.5</td><td>9.8</td><td>9.2</td><td>6.8</td><td>0.5</td><td>0</td><td>488.6</td><td></td></tr> </tbody> </table>	MON	AVE	ST	N DAY	NUM	1	5.1	10.1	20.1	50.1	100.1	MAX R	MAX RAIN	MON		DEV	RAIN	MON	5	10	20	50	100	900	DAY	DATE														MON	AVE	ST	N DAY	NUM	1	5.1	10.1	20.1	50.1	100.1	MAX R	MAX RAIN	MON		DEV	RAIN	MON	5	10	20	50	100	900	DAY	DATE	JAN	65.9	39.3	65.9	11	3.4	2.1	1.3	0.7	0	0	38	1/18/2013	FEB	47.3	49.7	47.3	11	1.6	0.9	1.1	0.6	0	0	49	2/26/2006	MAR	58.4	33.2	58.4	11	3	1.3	1.1	0.7	0.1	0	51.5	3/27/2006	APR	43.3	46.6	43.3	11	1.5	1	0.7	0.5	0.1	0	68	4/4/2011	MAY	10.4	14	10.4	11	0.5	0.4	0.3	0.1	0	0	29.2	5/8/2009	JUN	1.7	3.6	1.7	11	0.3	0	0.1	0	0	0	12	6/10/2009	JUL	2.4	4.3	2.4	11	0.3	0.1	0.1	0	0	0	12.1	7/4/2007	AUG	2.3	5.6	2.3	11	0.2	0	0.1	0	0	0	19.2	8/15/2011	SEP	6.6	8.2	6.6	11	0.4	0.4	0.1	0.1	0	0	22.5	9/4/2015	OCT	48.1	29.5	48.1	11	1.5	0.7	1.4	0.6	0	0	38.2	10/29/2009	NOV	97.7	40.5	97.7	11	3.1	2	1.3	1.5	0.2	0	65.5	11/12/2008	DEC	104.6	56.3	104.6	11	3.8	1	1.7	1.9	0.1	0	55	12/16/2014	YR	488.6		67.9		19.5	9.8	9.2	6.8	0.5	0	488.6														
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	<p>The factor (Nw - Nn) shall be considered to represent a fair allowance for days during which rainfall exceeds 10 mm and the factor (Rw - Rn)/x shall be considered to represent a fair allowance for those days when rainfall does not exceed 10 mm but wet conditions prevent or disrupt work.</p> <p>The total extension of time shall be the algebraic sum of all monthly totals for the contract period, but if the algebraic sum is negative the time for completion shall not be reduced due to subnormal rainfall. Extensions of time for a part of a month shall be calculated using pro rata values of Nn and Rn.”</p> <p>For this project the rainfall formula will only apply as background information, or dispute resolution. Extension of time for rainfall will only be granted on Actual Delays experienced; noted and agreed upon by the Employer's Agent.</p>																																																																																																																																																																																																																																																							
6.10	<p>Payments</p> <p><i>Add the following at the end of Sub-Clause 6.10.1:</i></p> <p>“The Contractor shall complete the ‘Contractor’s Monthly Report Schedule’, which pro forma documentation is obtainable from the Employer’s Agent. Pursuant to Sub-Clause (1), these, duly signed by all concerned, together with the Contractor’s statement and a VAT invoice in original format are to be submitted to the Employer’s Agent. Issue by the Employer’s Agent to the Employer and Contractor of any signed payment certificate is conditional to this information being fully endorsed, accurately and timeously submitted to the Employer’s Agent”.</p>																																																																																																																																																																																																																																																							

Clause	Data
	<p><i>Add the following at the end of Sub-Clause 6.10.1.5:</i></p> <p>“All documentary evidence of such materials shall be unambiguous with respect to ownership having fully passed to the Contractor on or before the date of submittal of the Contractor’s monthly statement.</p> <p>Should the Contractor fail to supply unambiguous documentary evidence, he shall, prior to submittal of his monthly statement, deliver to the Employer a Guarantor Guarantee in the form contained in the Appendices to the Contract Data.”</p>
9.3	<p>Termination by the Contractor</p> <p><i>Add the following at the end of Sub-Clause 9.3:</i></p> <p>9.3.5 “In addition to, or as an alternative to the rights to termination contained in this Clause 9.3, the Contractor may notify the default to the Employer, with a copy to the Engineer, and if the default is not rectified within 10 days the Contractor may suspend progress of the works until a date 7 days after the default is rectified. The Contractor shall be entitled to extension of time to the extent of delay caused by or resulting from such suspension, and to payment of additional costs caused by or resulting from the suspension. Such extension of time and additional costs shall be promptly ascertained by the Engineer, who shall then grant the extension of time and include the additional costs in all future payment certificates. Such suspension, extension of time and/or payment of additional costs, shall not prejudice the Contractor’s rights to cancel the contract.”</p>
	<p>Payment for labour-intensive component of the works</p> <p>Payment for works identified in the Scope of Works as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.</p>
	<p>Linkage of payment for labour-intensive component of works to submission of project data</p> <p>The Contractor’s payment invoices shall be accompanied by labour information for the corresponding period in a format specified by the employer. If the contractor chooses to delay submitting payment invoices, labour returns shall still be submitted as per frequency and timeframe stipulated by the Employer. The contractor’s invoices shall not be paid until all pending labour information has been submitted.</p>
	<p>Applicable Labour Laws</p> <p>The current Ministerial Determination (also downloadable at www.epwp.gov.za), Expanded Public Works Programmes, issued in terms of the Basic Condition of Employment Act of 1997 by the Minister of Labour in Government Notice, shall apply to works described in the scope of work as being labour-intensive and which are undertaken by unskilled workers.</p>

C.1.2.2 Part 2: Data provided by the Contractor

The General Conditions of Contract, as specified in Part 1, shall be used as a basis for this Data which is required to be completed.

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

Clause	Data
1.1.1.9	<p>The Name of the Contractor is:</p> <p>.....</p> <p>.....</p>
1.2.1.2	<p>The address of the Contractor is:</p> <p>Physical address:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>
1.2.1.2	<p>Postal address:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>e-mail address:</p> <p>.....</p> <p>Contact numbers:</p> <p>Corporate:</p> <p>Direct:</p> <p>Mobile:</p> <p>Fax:</p>

POLOKWANE MUNICIPALITY
(Not to be completed at tender stage)

C1.3 Performance Guarantee

In accordance with clause 6.2.1 of General Conditions of Contract, 3rd Edition 2015

Contract No:

Description of Contract:

.....

GUARANTOR DETAILS AND DEFINITIONS

“Guarantor” means:
(Please put name of Firm)

Physical Address:

.....

Postal Address:

.....

Tel:

Fax:

“Employer” means: **POLOKWANE MUNICIPALITY**

“Contractor” means:
(Please put name of Firm)

“Employer’s Agent” means:
(Please put name of Firm)

“Works” means: Permanent works together with temporary works

“Site” means: The land and other places, made available by the Employer for the purpose of the contract, on under over in or through which the works are to be executed or carried out.

“Contract” means: The agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contractor as may be agreed in writing between the parties.

“Contract Sum” means: The accepted amount inclusive for tax of R.....

Amount in words:

“Guarantee sum” means: 10% of the contract sum

“Expiry Date” means: This Guarantee shall expire upon the issue of the **Completion Certificate** issued by Polokwane Municipality signed by the Director of Engineering Services, as such date is advised to the Guarantor in writing confirmed by the Employer.

CONTRACT DETAILS

Employer's Agent issues: Interim Payment Certificates, Final Payment Certificate and the Certificate of Completion of the Work as defined in the Contract.

PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Employer's Agent of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:
 - 3.1 Any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a surety ship;
 - 3.2 Its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent and/ or Employer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address and / or postal address with a copy to the Contractor stating that period of seven (7) days has elapsed since the first written demand terms of 4.1 and the sum certificate has still not been paid;
 - 4.3 A copy of the aforesaid payment certificate which entails the Employer to receive payment in terms of the Contract sum in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address and/ or postal address calling up this Performance Guarantee, such demand stating that:
 - 5.1 The contractor has been terminated due to the Contractor's default and this performance Guarantee is called up in terms of 5; or
 - 5.2 A provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
 - 5.3 The aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional /final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the

Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.

8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the guarantor.
9. Payment by Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from his Performance Guarantee on account alleged to be prejudicial to the Guarantor.
11. The Guarantor chooses the physical address and postal address as stated above for the service of all notices for all purposes in connection herewith.
12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after on claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
14. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Court Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at:

Date:

Guarantor's signatory (1):

Capacity:

Guarantor's signatory (2):

Capacity:

Witness signatory (1):

Witness signatory (2):

POLOKWANE MUNICIPALITY
(Not to be completed at tender stage)

C1.4 Retention Guarantee

Contract No:

Description of Contract:

.....

GUARANTOR DETAILS AND DEFINITIONS

“Guarantor” means:
(Please put name of Firm)

Address:

.....

Postal Address:

.....

Tel:

.....

“Employer” means: **POLOKWANE MUNICIPALITY**

“Contractor” means:
(Please put name of Firm)

“Guarantee sum” means: 5% of the works done to date amount

“Employer’s Agent” means:
(Please put name of Firm)

“Works” means: Permanent works together with temporary works

“Site” means: The land and other places, made available by the Employer for the purpose of the contract, on under over in or through which the works are to be executed or carried out.

“Contract” means: The agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contractor as may be agreed in writing between the parties.

“Contract Sum” means: The accepted amount inclusive for tax of R.....

Amount in words:

.....

“Expiry Date” means: This Guarantee shall expire upon the issue of the **Final Completion Certificate** issued by Polokwane Municipality signed by the Director of Engineering Services, as such date is advised to the Guarantor in writing confirmed by the Employer.

CONTRACT DETAILS

Engineer issues: Interim Payment Certificates, Final Payment Certificate and the Certificate of Completion of the Work as defined in the Contract.

RETENTION GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. "Expiry Date" This Guarantee shall expire upon the issue of the final completion certificate issued by Polokwane Municipality signed by the Director of Engineering Services, as such date is advised to the Guarantor in writing confirmed by the Employer
The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on the Final Completion Certificate of the works has been issued.
3. The Guarantor hereby acknowledges that:
 - 3.1 Any reference in this performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a surety ship;
 - 3.2 Its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent and/ or Employer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address and / or postal address with a copy to the Contractor stating that period of seven (7) days has elapsed since the first written demand terms of 4.1 and the sum certificate has still not been paid;
 - 4.3 A copy of the aforesaid payment certificate which entails the Employer to receive payment in terms of the Contract sum in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address and/ or postal address calling up this Performance Guarantee, such demand stating that:
 - 5.1 The contractor has been termination due to the Contractor's default and this performance Guarantee is called up in terms of 5; or
 - 5.2 A provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
 - 5.3 The aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional /final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the guarantor.
8. Payment by Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
9. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim

his release from his Performance Guarantee on account alleged to be prejudicial to the Guarantor.

10. The Guarantor chooses the physical address and postal address as stated above for the service of all notices for all purposes in connection herewith.
11. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after on claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
12. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
13. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Court Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at:

Date:

Guarantor's signatory (1):

Capacity:

Guarantor's signatory (2):

Capacity:

Witness signatory (1):

Witness signatory (2):

POLOKWANE MUNICIPALITY
(Not to be completed at tender stage)

C1.5 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

This agreement is mandatory for all contractors appointed by the Polokwane Municipality or any other institution that do work for or on behalf of Municipality.

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993
AND
CONSTRUCTION REGULATIONS 2014

AGREEMENT WITH MANDATORY

In terms of Section 37(1) and (2) of the OHSACT

WRITTEN AGREEMENT ENTERED INTO AND BETWEEN

POLOKWANE MUNICIPALITY
(Client)

AND

.....
(Principal Contractor or Contractor)

Compensation Commissioner Number:
(Attach a copy of the Registration Certificate to this agreement)

▪ REQUIREMENTS:

1. The Principal Contractor/Contractor's attention is drawn to "General Duties of Employers to their Employees" as required by Section 8 of the Act.
2. The Principal Contractor/Contractor is required to:
 - 2.1 Sign a written "Agreement with Mandatary" as required by Sect 37(1)(2) of the Act before commencing any work on site.
 - 2.2 Ensure that all your employees receive the necessary Induction Training and have proof thereof in their records.
 - Note: You must ensure that all employees under your control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences.
 - 2.3 Ensure the provision of Welfare Facilities for your employees as per Construction Regulation 30.
 - 2.4 Provide the Client/Principal Contractor with your SHE Plan and Specifications.
 - 2.5 Ensure that Method Statements, Risk Assessments and Safe Work Procedures are done and available.
 - 2.6 Provide the Client/Principal Contractor with written appointment of the person who is going to manage the Construction Work per Construction Regulation 8(1).
 - 2.7 Provide the Client/Principal Contractor with written designation of your nominated Health and Safety Representative as per Section 17(1).
 - Note: Your Health and Safety Representative will be expected to attend the Client/Principal Contractor safety meetings.

- 2.8 If you employ more than five (5) persons, you are required to provide your own First Aid Box (GSR 3(2)).
- 2.9 Where more than ten (10) persons are employed, the Principal Contractor/Contractor are required to provide your own qualified First Aider as per GSR 3(4).
 - Note: Where the Principal Contractor/Contractor has difficulty in complying with items 2.7 and 2.8 above, you may arrange/come to an agreement with the Client/Principal Contractor to make use of his First Aid facilities in case of injury. You will be expected to communicate such an agreement to your employees.
- 2.10 When working with Hazardous Chemical Substances, comply with HCS Reg. 3.
 - Note: Asbestos and Lead Regulations are separate.
- 2.11 When using a Materials Hoist, comply with the requirements of Construction Regulation 19.
- 2.12 When using Lifting Machines and Lifting Tackle, comply with DMR 19.
 - Note: You may be required to appoint a Banks man to control Lifting/Slinging operations.
- 2.13 When erecting/using Scaffolding comply with the requirements of SANS 10085 "Access Scaffolding".
- 2.14 When erecting/using Suspended Scaffolding comply with the requirements of Construction Regulation 17.
- 2.15 When doing Demolition Work, comply with Construction Regulation 14.
- 2.16 When doing blasting to comply with Explosives Regulations Chapter 10.
- 2.17 When doing Excavation Work, comply with Construction Regulation 13.
- 2.18 When doing Electrical Installations, comply with the requirements of Construction Regulation 24.
 - Note: Electrician to provide a copy of registration as per Electrical Installations Regulation 9(3).
- 2.19 When using Construction Vehicles, comply with Construction Regulation 23.
- 2.20 When using/erecting Temporary Works, comply with Construction Regulation 12.
- 2.21 When working over or in close proximity to Water, comply with Construction Regulation 26.
- 2.22 Ensure that good Housekeeping, Stacking and Storage principles are applied on this project as per Construction Regulations 27 and 28.
- 2.23 Ensure that appropriate measures are taken to avoid the risk of Fire/Explosion and comply with requirements of Construction Regulation 29.
- 2.24 If you are going to work at heights a Fall Protection Plan must be submitted (roof work included) as per the requirements of Construction Regulation 10.
- 2.25 When using explosive actuated fastening devices, comply with Construction Regulation 21
- 2.26 When Welding, Flame Cutting/Soldering, comply with GSR 9.
- 2.27 When working in Confined Spaces, comply with GSR 5.

3. The Principal Contractor/Contractor is responsible for providing their own legal safety documents and registers to comply with the Act's requirements. A copy of the OHS Act of 1993 and the Construction Regulations 2014 will be available for perusal in the Principal Contractor's site office.
4. The Principal Contractor/Contractor is required to comply with General Safety Regulations 2 (1) to (7) and provide your employees with:

Personal protective equipment which will allow them to carry out their work in a safe manner, e.g. hard hats, safety harnesses, gloves, safe footwear, eye protection, ear protection, waterproof clothing etc.
5. Reporting of Incidents of Occupational Diseases shall be done as per General Admin. Regulation 8 (Also see Sect 24 of the Act).
6. Compensation for Occupational Injuries and Diseases Act (No. 130 of 1993).

You are required to provide the Client/Principal Contractor with proof of registration with the Compensation Commissioner/Federated Employer(s) Mutual when signing this agreement. If you are not registered, the Client/Principal Contractor may deduct the necessary amounts from your progress payments and pay it over to the Commissioner to ensure that you are insured. See Section 80 and 89 of the COID Act.

Thus done and signed at on this day of 20....

WITNESSES:

1. **CONTRACTOR**

2. **CLIENT**

POLOKWANE MUNICIPALITY
(Not to be completed at tender stage)

C1.6: ADJUDICATORS AGREEMENT

This agreement is made on the day of 20..... between

the Employer

(name of company / organisation)

of (address)

.....

and the Contractor

(name of company / organisation)

of (address)

.....

hereinafter called **the Parties**)

and

(Name)

(name of company / organisation)

of (address)

.....

(hereinafter called **the Adjudicator**)

Disputes or differences may arise/have arisen* between the Parties under a Contract dated

..... and known as Contract No:

(Contract title)

.....

and these disputes or differences shall be/have been* referred to adjudication in accordance with the CIDB Adjudication Procedure, (hereinafter called "**the Procedure**") and the Adjudicator may be or has been requested to act.

(* Delete as necessary)

IT IS NOW AGREED as follows:

1. The rights and obligations of the Adjudicator and the Parties shall be as set out in the Procedure.
2. The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the Procedure.

3. The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses in accordance with the Procedure as set out in the Contract Data.
4. The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.
5. The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.

SIGNED by:

(Signature): (Signature): (Signature):

Name: who warrants that he/ she is duly authorised to sign for and on the behalf of the **First Party** in the presence of

Name: who warrants that he/ she is duly authorised to sign for and on behalf of the **Second Party** in the presence of

Name: the **Adjudicator** in the presence

Witness:

Witness:

Witness:

(Signature): (Signature): (Signature):

Name: **Name:** **Name:**

Address: **Address:** **Address:**

.....
Date: Date: Date:

PART C2: PRICING DATA

C2.1: PRICING INSTRUCTIONS

1. The General Conditions of Contract, the Contract Data and the Specifications (including the Project Specifications) shall be read in conjunction with the Schedule of Prices.
2. The Bill comprises items covering the Contractor's profit and costs of general liabilities and of the construction of Temporary (where applicable) and Permanent Works.

Although the Bidder is at liberty to insert a rate of his own choosing for each item in the Bill, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out and that the Engineer is obliged to base his assessment of the rates to be paid for such additional work on the rates the Contractor inserted in the Bill.

3. Descriptions in the Schedule of Prices are abbreviated and may differ from those in the Project Specifications. No consideration will be given to any claim by the Contractor submitted on such a basis. Should any requirement of the measurement and payment clause of the appropriate Project Specification(s) be contrary to the terms of the Bill, the requirement of the appropriate Project Specification, shall prevail.
4. The BILL was put together on a scenario basis.
5. The amounts and rates to be inserted in the Schedule of Prices shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Bid is based.
6. The quantities set out in the Schedule of Prices are only scenario based. The quantities of work finally accepted and certified for payment, and not the quantities given in the schedule of quantities, will be used to determine payments to the contractor.
7. An amount or rate shall be entered against each item in the Schedule of Prices, whether or not quantities are stated.

NB: Bidder/s failing to enter an amount against any item WILL NOT BE CONSIDERED, therefore rejected for this bid.

The Bidder shall also fill in a rate against the items where the words "rate only" appears in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the bidden rates shall apply should work under these items actually be required.

NB Bidder/s shall not group a number of items together and bid one sum for such group of items. Bidders failing to comply WILL NOT BE CONSIDERED and therefore rejected for this bid.

The bidden rates and prices shall, subject only to the provisions of the Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract.

8. The quantities of work as measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated in the Schedule of Prices, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by differences between the quantities in the Schedule of Prices and the quantities certified for payment.

9. For the purposes of this Schedule of Prices, the following words shall have the meanings hereby assigned to them:

Unit	:	The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications
Quantity	:	The number of units of work for each item
Rate	:	The payment per unit of work at which the Bidder bids to do the work
Amount	:	The quantity of an item multiplied by the bidden rate of the (same) item
Sum	:	An amount bidden for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units

10. The units of measurement indicated in the Schedule of Prices are metric units. The following abbreviations may appear in the Schedule of Prices:

%	=	per cent
h	=	hour
ha	=	hectare
kg	=	kilogram
kl	=	kiloliter
m	=	meter
km	=	kilometer
km-pass	=	kilometer-pass
kW	=	kilowatt
l	=	liter
Linear m	=	length in meter
mm	=	millimeter
kN	=	kilonewton
MN	=	mega-newton
MN-m	=	mega-newton-meter
MPa	=	mega-Pascal
m^2	=	square meter
m^3	=	cubic meter
$m^3\text{-km}$	=	cubic meter-kilometer
$m^2\text{-pass}$	=	square meter-pass
no	=	number
PC sum	=	Prime Cost sum
Prov Sum	=	Provisional Sum
sum	=	lump sum
t	=	ton (1 000 kg)

11. It is the intention of Polokwane Local Municipality to award the bid to the first five highest scoring bidders, (See **Clauses 3.3.1.1** of the bid specification pertaining this contract as included in the bid document)

12. The documents forming the Contract are to be taken as mutually explanatory of one another. The Bill of Quantities forms an integral part of the Contract Documents and shall be read in conjunction with the Bidder Data, Contract Data, Scope of Work, Site Information General and Special Conditions of Contract, the Specifications and the Drawings.

13. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for off-cuts and waste.

14. The quantities set out in these Bills of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities.

The Contract Amount to be determined in accordance with the conditions of contract identified in the Contract Data shall be computed from the actual quantities of authorized work done, value at rates determined in terms of the Contract Data, against the respective items in the Bill of Quantities.

15. All rates and sums of money quoted in the Bill of Quantities shall be in Rand and whole cents. Fractions of a cent shall be discounted.

1. The Contractor must price each item in the Bill of Quantities in **BLACK INK**. Reproduced computer printouts of the Bills of Quantities will not be acceptable.
2. The rates and prices to be inserted in the Bill of Quantities shall cover all the services and incidentals for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Bidder is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.
3. Where the Contractor is required to furnish detailed drawings and designs or other information in terms of the Contract Data, all costs thereof shall be deemed to have been provided for and included in the unit rates and sum amounts contracted for the items scheduled in the Bill of Quantities. Separate additional payments will not be made.
4. A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bill. The Contractor will not be paid for items against which no rate or lump sum has been entered in the Bill of Quantities.
5. Should the Contractor indicate against any item that compensation for such item is included in another item the rate for the item included in another item shall be deemed nil.
6. A submission may be regarded as non-responsive if any rates or lump sums in the Bill of Quantities are, in the opinion of the Employer, unreasonable or out of proportion.

16. Excepting where Sum Amounts are required or where Provisional Sums have been indicated, the Contractor shall enter an applicable rate in the Rate Column of the Bill of Quantities for each scheduled item. He shall also enter an appropriate sum in the Amount column for each scheduled item, by determining in the applicable line item the product of the Quantity and the Unit Rate.

If there is an error in the line item resulting from the product of the unit rate and the quantity, the rate shall be binding and the error of extension as entered in the Bidder offer will be corrected by the Employer in determining the Contract Price.

Where there is an error in addition, either as a result of other corrections required by this checking process or in the Bidder's addition of prices, such error will be corrected by the Employer in determining the Contract Price.

17. No alteration, erasure or addition is to be made in the text of the Bill of Quantities. Should any alteration, erasure or addition be made, it will not be recognized; the original wording of the Bill of Quantities will be adhered to.

C2.2

BILL OF QUANTITIES

BILL OF QUANTITIES FOR SOLAR PV HIGH MAST LIGHTS						
CONTRACT NUMBER: PM29/2023						
SCHEDULE 1: PRELIMINARY & GENERAL						
ITEM	REFERENCE SANS 1200A	DESCRIPTION	UNIT	QUANTITY	RATE	TOTAL
1	8.3	FIXED ITEMS				
1.1	8.3.1	Compliance with all the contractual requirements of the contract, including project programming, outage management, weekly progress reporting, materials management, meetings and quality & environmental management.	Sum	1		
1.2	8.3.2	Establish facilities on site. The Contractor shall provide a fenced space with fence at least 1.8m high with a lockable gate for a temporary Site Office and Stores where all drawings and Specifications will be kept, as well as the provision of safe and Facilities for Contractor:				
1.3		Facilities for Contractor:				
		a) Offices & Storage Sheds	Sum	1		
		b) Establishment of staff accommodation, office accommodation on site for site meetings and a Clerk of Works including office furniture as specified and facilities.	Sum	1		
		c) Ablution & Latrine Facilities	Sum	1		
		d) Tools & Equipment	Sum	1		
		e) Water Supplies, Electric Power & Communications	Sum	1		
1.4	8.3.4	Removal of all items indicated above upon completion of construction and making good and restoring of the Site to the satisfaction of the Project Manager.	Sum	1		
1.5		Provision for the compilation of the Construction Programme, to be done in MS Project & PDF and updated on a fortnight basis and Quality Assurance Programme for the works.	Sum	1		

BILL OF QUANTITIES FOR SOLAR PV HIGH MAST LIGHTS						
CONTRACT NUMBER: PM29/2023						
SCHEDULE 1: PRELIMINARY & GENERAL						
ITEM	REFERENCE SANS 1200A	DESCRIPTION	UNIT	QUANTITY	RATE	TOTAL
OCCUPATIONAL HEALTH & SAFETY REQUIREMENTS						
1.6		Provision for Legal and Contractual Compliance.	Sum	1		
1.7		Provision of personal protective equipment and clothing for all the contractor's staff, including sub-contractors.	Sum	1		
1.8		Provision of safety measures, e.g. Fall arrest systems, shoring for safety purposes etc.	Sum	1		
1.9		Compliance with OH&S Act & Construction Regulations.	Sum	1		
1.10		Medical Surveillance (Enterance and Exit)	Sum	1		
1.11		Safety Signage	Sum	1		
1.12		Covid Safety Requirements Compliance	Sum	1		
1.13		As- Built drawings: allow for marking-up a full set of drawings to show the exact position of cables, joints road crossings ect.	Sum	1		
1.14		Allowance to attend to all site meetings and inspections, transport and time related to such meetings and inspections	Sum	1		
8.4		TIME-RELATED ITEMS				
1.15		Operate and Maintain Facilities on Site	Month	5		
1.16		Facilities for Contractor:				
		a) Offices & Storage Sheds	Month	5		
		b) Ablution & Latrine Facilities	Month	5		
		c) Tools & Equipment	Month	5		
		d) Water Supplies, Electric Power & Ccommunications	Month	5		
		e) Safety Related Items	Month	5		

BILL OF QUANTITIES FOR SOLAR PV HIGH MAST LIGHTS						
CONTRACT NUMBER: PM29/2023						
SCHEDULE 1: PRELIMINARY & GENERAL						
ITEM	REFERENCE SANS 1200A	DESCRIPTION	UNIT	QUANTITY	RATE	TOTAL
		Provision of office accommodation on site for site meetings and a Clerk of Works including office furniture as specified.	Month	5		
		Contract management and full time supervision of the works	Month	5		
1.17	8.4.1	Contractual Requirements time-related items	Month	5		
1.18	8.4.2	Operation & Maintenance of facilities	Month	5		
1.19	8.4.3	Supervision	Month	5		
1.20	8.4.4	Company & head office overhead costs	Month	5		
		PROVISIONAL SUMS				
1.21		Compliance with the Requirements for the Expanded Public Works Programme (Note: The reports are to be submitted with the contractor's monthly invoice).	Sum	1		
1.22		Retrofit existing 30m high mast light with SOLAR LED high mast light.	Prov. Sum	1	450 000.00	450 000.00
1.23		Renumeration for Compensation of Land	Prov. Sum	1	40 000.00	40 000.00
1.24		Renumeration of Accredited Training	Prov. Sum	1	30 000.00	30 000.00
1.25		As-Built drawings: allow for marking-up a full set of drawings to show the exact position of high mast lights, etc. (Where Applicable)	Prov. Sum	1	90 000.00	90 000.00
1.26		% Profit over and above for Items 1.22 - 1.26 (Maximum of 10%)	%			
SCHEDULE 1: SUB-TOTAL						

BILL OF QUANTITIES FOR SOLAR PV HIGH MAST LIGHTS						
CONTRACT NUMBER: PM29/2023						
SCHEDULE 2: LED LUMINAIRES						
ITEM	DESCRIPTION	UNIT	QUANTITY	MATERIAL RATE	LABOUR RATE	TOTAL
2	LED LUMINAIRES: SUPPLY, DELIVER AND INSTALL					
2.1	OMNISTAR MI SOL19280N4120AG sOP-4 - Including Below: a) SOLAR SGL GRP BAT BOX,CW SPIGOT & BRKT, EXCL BATTERY b) SOLAR PANEL FRAME ASS AG 340W,EXCL SOLAR PANEL c) SOLAR PANEL ISELI 340W MONO,120CELL 1684x1002 d) BATTERY 12.8v 100Ah FREEDOMW, LiFePO4 13.6kg	Each	24			
SCHEDULE 2: SUB-TOTAL						

BILL OF QUANTITIES FOR SOLAR PV HIGH MAST LIGHTS						
CONTRACT NUMBER: PM29/2023						
SCHEDULE 3: MAST INSTALLTION						
ITEM	DESCRIPTION	UNIT	QUANTITY	MATERIAL RATE	LABOUR RATE	TOTAL
3	MAST INSTALLTION: SUPPLY, DELIVER AND INSTALL					
3.1	Engineers design and related documentation - for data pack	Each	1			
3.2	Foundation bolts and templates suitable for high light mast	Each	4			
3.3	Concrete foundation including soil and concrete cube tests.	Each	4			
3.4	Reinforcing steel +-323.4kg/Mast	Each	4			
3.5	Earthing: Supply and install 2 x 1.2m earth spikes in soft pickable soil complete with 2 x 70mm ² copper conductors with 2 x brass clamps (earth resistance values can not be guaranteed) - unless otherwise stated.	Each	4			
3.6	20m Sectional Poles 3-rope hoisting Highlight mast with light brackets	Each	4			
3.7	Delivery of masts to site (per full load)	Each	4			
3.8	Assemble & installation of mast (to be done by Manufacturer to ensure mast guarantee)	Each	4			
3.9	Single Aircraft Warning Light (Solar powered)	Each	4			
3.10	Single Drum winch	Each	1			
3.11	Hydraulic Power tool with remote	Each	1			
SCHEDULE 3: SUB-TOTAL						

BILL OF QUANTITIES FOR SOLAR PV HIGH MAST LIGHTS						
CONTRACT NUMBER: PM29/2023						
SCHEDULE 4: DIGGING OF HOLES						
ITEM	DESCRIPTION	UNIT	QUANTITY	MATERIAL RATE	LABOUR RATE	TOTAL
4	DIGGING OF HOLES					
4.1	Excavation: Pickable Soil (+-11.55m ³ /Hole)	m ³	60			
4.2	Excavation: Soft Rock (+-11.55m ³ /Hole)	m ³	60			
4.3	Excavation: Hard Rock: Compressor (+-11.55m ³ /Hole)	day	10			
4.4	Backfill and compact Labour (+-6.71m ³ /Hole)	m ³	30			
4.5	Imported Backfill: Soil	m ³	30			
4.6	Soilcrete mix for backfill (+-6.71m ³ /Hole)	m ³	30			
4.7	Removal of excess Soil	m ³	30			
4.8	Additional shutter work	Each	5			
SCHEDULE 4: SUB-TOTAL						

BILL OF QUANTITIES FOR SOLAR PV HIGH MAST LIGHTS		
CONTRACT NUMBER: PM29/2023		
SUMMARY OF TOTAL		
SCHEDULE	DESCRIPTION	AMOUNT
SCHEDULE 1	PRELIMINARY & GENERAL	
SCHEDULE 2	LED LUMINAIRES	
SCHEDULE 3	MAST INSTALLTION	
SCHEDULE 4	DIGGING OF HOLES	
SUB TOTAL 1		
CONTINGENCIES 10% (The sum provided here is under the SOLE control of the Employer and may be deducted in whole or in part)		
SUB TOTAL 2		
15% VAT		
TOTAL PRICE		

POLOKWANE MUNICIPALITY

BID NUMBER: PM29/2023

BID DESCRIPTION: SUPPLY AND INSTALLATION OF SOLAR PV HIGH MAST LIGHTS IN POLOKWANE MUNICIPALITY'S AREA OF JURISDICTION – MULTI-YEAR PROJECT

C3 SCOPE OF WORK

The supply and installation of four (4) high mast lights and the retrofitting of an existing 30m high mast light with SOLAR LED lights in Polokwane Municipality's area of jurisdiction. The work shall cover the supply of all materials, labour, installation and commissioning of High Mast Lighting for POLOKWANE MUNICIPALITY AREA OF JURISDICTION. This tender shall include all costs entailed in supply and installation of all the specified equipment for works on sites, all costs entailed in commissioning of the works, all supervision, labour, and tools necessary to erecting and testing of works.

C3.1 DESCRIPTION OF THE WORKS

3.1.1 Employer's objectives

The employer's objectives are to deliver high mast lights (Apollo Lights) using labour intensive methods in accordance with EPWP Guidelines on some parts of this Scope of Work.

Labour-intensive works

Labour-intensive works shall be constructed / maintained using local workers who are temporarily employed in terms of this Scope of Work.

Labour-intensive competencies of supervisory and management staff

Contractors shall engage supervisory and management staff in labour-intensive works that have completed the skills programme including Foremen/Supervisors at NQF "National Certificate: Supervision of Civil Engineering Construction Processes" and Site Agent/Manager at NQF level 5 "Manage labour-intensive Construction Processes" or equivalent QCTO qualifications.

3.1.2 Overview of the works

The work comprises the installing of five (5) high mast lights in Polokwane Municipality's area of jurisdiction. The work will be carried using Labour-Intensive approach as much as possible. Such works shall be constructed using local workers who are temporarily employed in terms of this Scope of Work.

3.1.3 Extent of the works

The scope of works comprises the supplying, installing and commissioning of high mast lights in various wards of Polokwane Municipality.

The scope of works shall include:

- Establishment of the contractor's camp / offices,
- Supply, delivery, installation and commissioning of 5 x 30m high mast lights with 6 x LED luminaires on each high mast light (Polokwane Municipality's approved specification),
- Construction of concrete bases for 20m high mast lights,

- Supply and delivery of electrical power tool for hoisting and lowering of high mast light head (if allowed for in bills of quantities),
- Implementing and complying to quality control of works completed, and
- Ensuring all works comply with the Occupational Health and Safety Acts.

3.1.4 Location of the Works

The sites shall be identified and submitted to the contractor.

3.1.5 General Information

3.1.5.1 Payment for the labour-intensive component of the works

Payment for works identified as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the scope of work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.

The Contractor shall compensate the local labour as employed at a daily rate of **R 191.60 per labourer per day** as determined by the Polokwane Municipality at the time of going to tender. The Local Labour content for this project is **25** labourers (5 per high mast light site).

3.1.5.2 Applicable labour laws

The Ministerial Determination for Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in **Government Notice N°R949 in Government Gazette 33665 of 22 October 2010**, as amended, shall apply to works described in the scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.

3.1.5.3 Contractor's default in payment to Labourers and Employees

- (a) Any dispute between the Contractor and labourers, regarding delayed payment or default in payment of fair wages, if not resolved immediately may compel the Employer to intervene.
- (b) The Employer may, upon the Contractor defaulting payment, pay the moneys due to the workers not honoured in time, out of any moneys due or which may become due to the Contractor under the Contract.

3.1.5.4 Provision of Personal Protective Equipment (PPE) and Hand Tools

- (a) The Contractor is required to comply with General Safety Regulations and provide his labour force with PPE which will allow them to carry out their work in a safe manner, e.g. "orange" overalls (branded with the EPWP logo at the back) hard hats, gloves, safe footwear, eye protection, ear protection, etc.
- (b) The Contractor shall provide his labour force with hand tools of adequate quality, sufficient in numbers and make the necessary provisions to maintain the tools in good and safe working conditions.

3.1.5.5 Reporting

The Contractor shall submit monthly returns/reports as specified below:

- (a) Signed Muster rolls/pay sheets of temporary workers and permanent staff detailing the number, category, gender, rate of pay and daily attendance.
- (b) Certified copies of identity documents of workers.
- (c) Copies of short term contract between Contractor and Labourer.
- (d) Number of persons who have attended training including nature and duration of training provided.
- (e) Assets created, rehabilitated or maintained in accordance with indicators in the EPWP M&E framework.
- (f) Plant utilization returns.
- (f) Progress report detailing production output compared to the programme of works.

C3.2 LIST OF DRAWINGS

- 3.2.1 As-Built drawings: allow for marking-up a full set of drawings to show the exact position of high mast lights, in decimal degrees' coordinates, etc.

C3.3 PROCUREMENT

3.3.1 Preferential procurement procedures

The works shall be executed in accordance with the Preferential Procurement Policy Framework Act and Preferential Procurement Regulation 2011.

3.3.2 Scope of mandatory subcontract work

The contractor shall without delay enter into contract with the subcontractor based on their accepted quotation. The Contractor shall remain responsible for providing the subcontractor portion of the works as if the work had not been subcontracted.

3.3.3 Procurement Conditions

- c) The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement as per Government Notice No. 86 published in Government Gazette No. 33239 of 28 May 2010 and as amended from time to time. (see www.cidb.org.za)
- ii) The Preference Points Scoring system will be applied as indicated in the Tender Data.

C3.4 TECHNICAL SPECIFICATIONS.

A. TECHNICAL DETAIL OF CONTRACT TENDER

1. MAIN SUPPLY

The supply to the luminaires shall be by means of Photo Voltaic.

2. LAWS AND REGULATIONS

The contractor will be responsible to ensure that the contract works comply in full with the requirements laid down by the latest editions of, the Occupational Health and Safety Act, The Factories Machinery and Building Work Act, the code of practice for Hi-lite high mast light for conditions prevailing in South Africa. The code of practise for wiring premises, and relevant regulations of Polokwane Municipality of the City Electrical Engineer.

The service provider will in terms of regulation 9 of the Electrical installation Regulations (OHS act 85 of 1993) be an accredited person, registered and certified as an installation electrician three (3) phase tester, or master electrician. (Persons registered for single phase work only, will not be accepted).

3. RESPONSIBLE PERSON

The contractor shall within 14 days of appointment, appoint a responsible person and submit to the Polokwane Municipality in writing the name of the person.

4. INSPECTIONS

The contractor shall inform employer of any equipment, which is ready for dispatch, in which case the employer will arrange for an inspection at the site or factory of manufacturer if it is deemed necessary. The contractor shall at all times be available to accompany the employer to these inspection.

Three copies of all equipment test reports, whether these tests have been carried out in the presence of employer or not, shall immediately after they became available be submitted to the employer for approval. All items of similar equipment supplied under this contract must be identical and completely inter changeable.

5. COMMISSIONING

All testing and commissioning of complete installation, earthing test, meggar tests and voltage readings after energizing will be the responsibility of the contractor. The contractor shall issue a certificate of compliance in accordance with SABS 0142-1: Code of wiring of premises South Africa. This entire test will be made with the Polokwane Municipality Responsible Project Manager present. Readings after energizing will be the responsibility of the contractor. The contractor shall issue a certificate of compliance in accordance with SABS 0142-1: Code of wiring of premises. This entire test will be made by competent person.

6. SITE PREPARATION

The contractor will be responsible for the pruning or complete removal of trees where necessary. The contractor shall take care not to have fires developing from his site. Protected Flora shall not be cut or damaged without prior approval.

B. SPECIFICATION

1. High Mast Generic Design

The masts shall be hot dip galvanised. The masts shall be constructed from conical sections when assembled, will form a tapered column of circular cross section. There shall be no fillet welds of the overlap. The sections shall be joint by friction fit only.

Standard 1:57.55, 355WA 2017, Rev1: Sect 10-17: And Add Pipe Dia I193x4.5x500

A quality certificate proving the above must be submitted with the tender.

Proof must be submitted that the manufacturer is ISO 9001 accredited.

The structural design of the mast shall be based on an assumed wind velocity of 150km/h, applied at the top of the mast.

The mass and projected area of the light fittings and the head frame shall be taken into account in the design of the mast.

The masts shall be 20m high, fully hot dipped galvanised, with 6 x LED luminaries each.

Site Terrain Category	Site Altitude	Regional Wind speed	Artificial Base Height	Importance Factor	Steel Yield Stress
2	>1000m	>40.0m/s	0.0m	0.85	355MPA

Mast Loading

Description of Concentrated loading	Aw (m ²)	Cf	Installation Height from top	Mass (kg)
Lamp Cage 6 x Solarflood, 360°	0.33 4	1.2 1.8	0.115 0.33	150 330

Applied Bending Moment: No Applied Bending Moment

Mast Geometry: **The mast cross section is: Round**

Top Diameter: 0.193m Top Section No.: 10 Mast Actual Height: 20m
 Bottom Diameter: 0.550m Bottom Section No.: 17
 Gust Loading Factor: 3.077

Bending Moments & Forces	Actual (SLS)	Actual (ULS)	Allowable	Actual/Allowable
Max Actual-/Allow Bending Moment at 15.5m	96.2kNm	196.8kNm	198.1kNm	99.35%
Bending Moment at Base	131.6kNm	269.4kNm	278.0kNm	96.90%
Total Shear Force	8.3kN	16.9kN		

Deflections:	Serviceability-	Ultimate Limit State
Maximum Angle:	2.2°	4.4°
Maximum Displacement:	0.41m	0.84m

Hold-down Bolts:	6 x M36 Uniformly Arranged on PCD: 710mm		
Minimum Tensile Strength: 550MPa	Actual	Allowable	Actual/Allow
Tension Force on Hold-down Bolts: (355mm Centre to Centre)	255.4kN	301.0kN	84.8%

Base Flange:	ID	PCD	OD	t
	552mm	710mm	842mm	40mm

2. LED Luminaires

The solar powered High Mast LED floodlighting solution shall automatically switch ON at dusk, operate throughout the night and automatically switch OFF at dawn. Each solar solution shall be designed for the relevant geographical location with the capability of 3 days autonomy in continuous overcast and rainy conditions ensuring reliable operation.

The battery enclosure shall be manufactured from GRP (Glass reinforced polymer). The spigot shall be made of mild steel hot dipped galvanized to SABS ISO 1461. The GRP enclosure shall have cabinet lock and key mechanism for security a prolong lifetime of materials used, and to be vandal resistant.

The decentralized solar solutions shall provide a balanced and well-engineered system to ensure reliability, easy accessibility to batteries and controllers, luminaire efficiency, long lifetime, theft, and vandal resistance considering the conditions faced in Africa where a lack of regular cleaning /maintenance and harsh environmental conditions may affect the generation ability and efficiency of the systems. The system shall be over-designed to ensure that it always provides sufficient generation ability, insuring the protection of the battery.

2.1. Luminaire

The LED light source shall be 65W with 45° rake with a lumen output of 12480lm at 4000 Kelvin and colour rendering (Ra) >80 (Neutral White 840) Optic 5356.

The luminaire shall be manufactured from marine grade high-pressure die-cast aluminium and IP66 Rated, the IP rating will be certified by SANS 60598, SANS 62262

Electromagnetic compatibility (EMC): SANS 55015:2013/A1:2015, SANS 61000- 3-2:2014, SANS 61000-3-3:2013, SANS 61547:2009, SANS 62493:2015

2.2. Solar Module

The Module shall offer a 25-year linear performance warranty for a minimum of 81% of the nominal power output of the module over the 25-year life cycle, as well as a 10-year product warranty. The PV panels shall be submitted to a stringent TUV Rheinland Power controlled inspection mark. The panels shall have a global quality standards certification in accordance with IEC-standards 61215 and IEC61730

2.3. Batteries:

The batteries shall be of the high-power density Lithium-ion based battery type with the longer life expectancy and higher rate of depth of discharge (DOD), and longer battery lifetime. All Lithium-ion battery packs shall have an integrated Battery Management System (BMS) which monitors the health, charging and discharging of the battery pack insuring and safeguarding the cells so that they are not over charged or discharged, maximising their lifetime. Battery pack operating temperature: -20°C to +60°C.

2.4. Charge Controller

The charge controller shall regulate the flow of current from the solar panel to the battery during daytime and from the battery to the luminaire at night-time. It shall prevent the battery from overcharging and deep discharging thus increasing system efficiency and expected lifespan.

The charge controller shall act as a daylight switch by monitoring the voltage produced by the PV panel. When the voltage dips below a predetermined level it assumes that the sun has set and switches the luminaire on. When the voltage climbs above this threshold again, the charge controller assumes that the sun has risen and switches the luminaire off again.

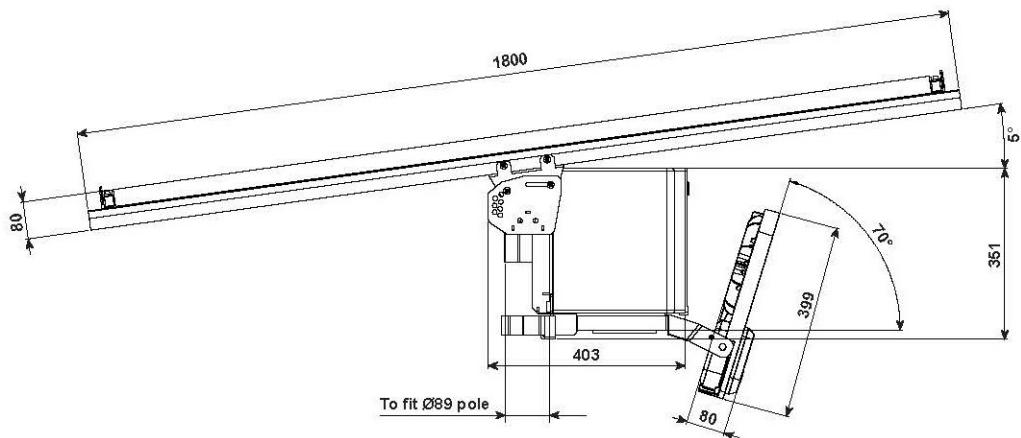
The charge controller shall be equipped with an innovative maximum power point tracking technology, the charge controllers used offer maximum performance and yield from all types of solar systems.

The charge control system shall employ the following features:

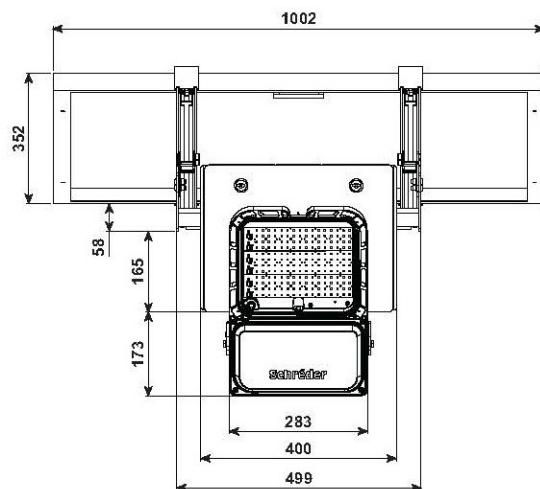
- Voltage and current regulation
- Programmable charging technology
- Current compensated load disconnection
- Automatic load reconnection
- Temperature compensation
- Integrated self-test
- Monthly maintenance charge electronic protection functions

2.5. Dimensions in mm:

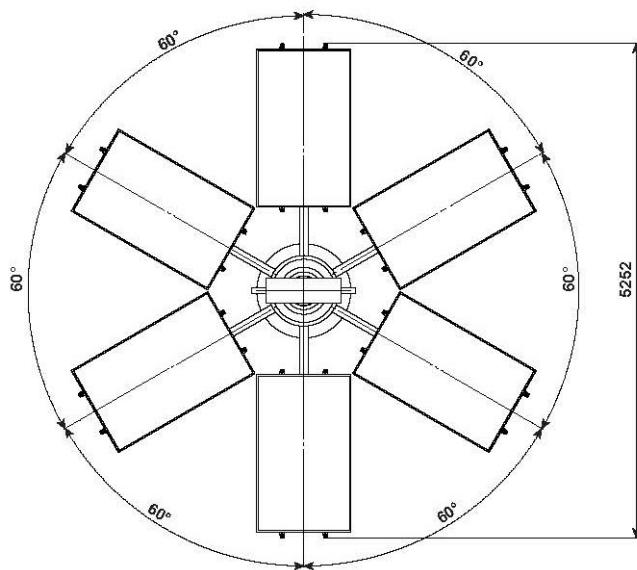
Side View:



Front View:



Top View:

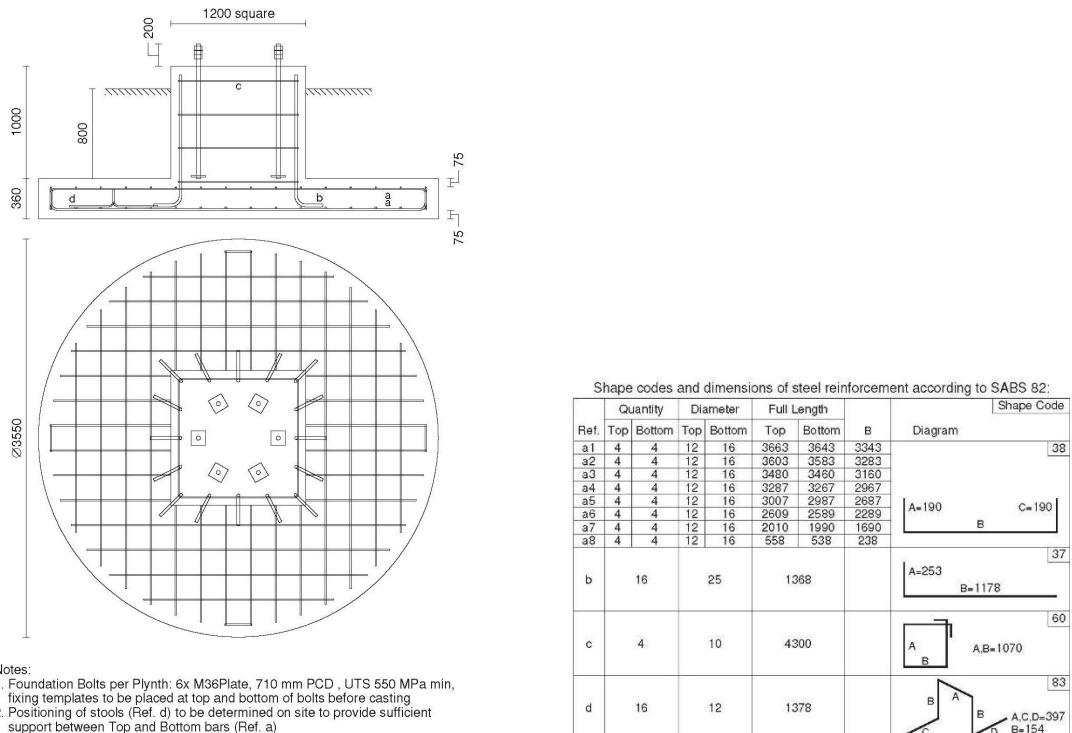


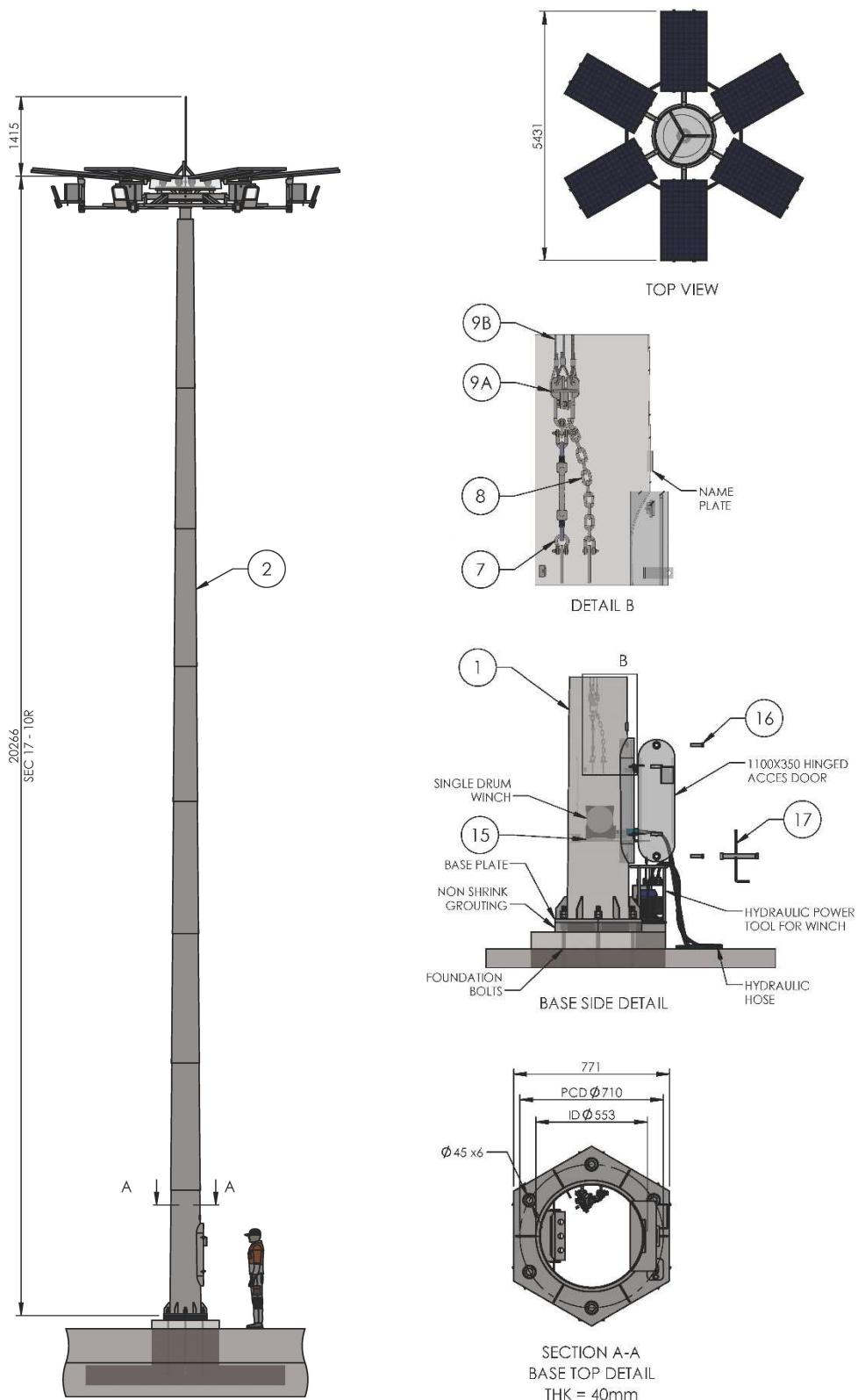
2.6. Characteristics

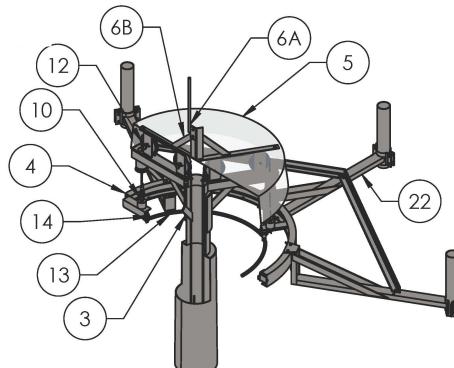
General Information	
Recommended Installation Height	8m to 30m
Components included	Solar module Battery enclosure Battery Charge controller Luminaire
Autonomy days	3 days
System operating voltage	12Vdc
Weight (kg)	55kg (Excludes Pole)
Wind speed rating	144km/h
Aerodynamic resistance (CxS)	At 5° panel rake angle, including the side mounted battery box: 0.312m ² (side) 0.411m ² (front)
Material	
Battery enclosure	Corrosion-free glass-reinforced polymer (GRP)
Brackets and fixation clamps	Hot-dipped galvanised mild steel
Solar module fixation	Extruded aluminium
Solar module	Extruded aluminium Tempered glass
Solar Module	
Technology / Rated lifetime	Monocrystalline 120 cell module: 25 years / 80%
Peak rated wattage	330-345W
Robustness	Hail and corrosion resistant

Battery	
Technology / Expected lifetime	Lithium: 5-7 years
Weight per unit	Lithium: 13.6kg
Maintenance free	Yes
Charge Controller	
Charge algorithm	Maximum Power Point Tracking (MPPT)
Rated lifetime	20 years
Integrated data logger	Yes: Up to 1 year
Integrated dawn/dusk switch	Yes
Luminaire	
Housing and finish	
Housing	Marine grade high-pressure die-cast aluminium (EN 1706 AC-44300)
Protector	High-impact clear glass
Housing finish	Unpainted aluminium
Tightness level	IP 66
Impact resistance	IK 07
Optical information	
LED colour temperature	4000K (Neutral white 840)
Colour rendering index (CRI)	≥ 80 (Neutral white 840)
Operating conditions	
Operating temperature range (Ta)	-35°C up to +40°C
Lifetime of the LEDs @ tq 25°C	
For all versions	80,000h - L70B10

3. Mast Structure







TOP VIEW SECTIONED

ITEM	DESCRIPTION	QTY
0	F/BOLT M36X1200 EN8	6
1	BASE SECTION 17	1
2	SECTIONS 16 TO 10R	1
3	HLM TOP SFL	1
4	LAMP CAGE	1
5	FIBERGLASS HOOD	1
6A	GENERAL LIGHTNING SPIKE 1.2m LG Ø16 R/BAR GALV MILD STEEL	1
6B	LIGHTNING SPIKE HOLDER	1
7	TURNBUCKLE + 2X D-SH 12mm	1
8	SAFTEY CHAIN + 2X D-SH 12mm	1
9A	TENSION PLATE	1
9B	M6 S/S WIRE ROPE	3
10	TENSION BOLT	3
12	PULLY NARROW (S/S WIRE ROPE)	6
13	PVC PIPE WITH 5m GALV WIRE	1
14	GUIDE WHEEL POLLY PROP 63mm OD	3
15	WINCH BASE PLATE	1
16	3-PIN SECURITY BOLT M24X65	2
17	3-PIN SECURITY SPANNER	1
22	SOLAR FL BRACKET 1m	6

4. Testing and Inspection

The Employer reserves the right to inspect the luminaires during any stage of manufacturing on the premises of the supplier or manufacturer and to reject any item not complying with the specification.

Every luminaire shall be inspected and tested by the manufacturer for the correct functioning and shall be indelibly marked that the luminaire passed such inspections and tests.

5. Packaging and Storage

The luminaires shall be wrapped in paper or plastic and packed in suitable cardboard boxes to ensure that the luminaires are not damaged during transport and storage.

Until installation, luminaires should be placed in a covered dry storage area, preferably in a roofed area with a tarp keeping water off the cardboard boxes, and protected against marine salt environment.

Prior to installation, luminaires should not be stored outside in cardboard boxes alone.

Maximum storage temperature: + 70°C with relative humidity up to 95% no condensing.
Minimum storage temperature: - 40°C
Exposure to extreme conditions cannot exceed 6 months.

After installation, the luminaire may not stay unpowered over 12 months while exposed to extreme conditions described here above.

These storage conditions refer to best industrial practices in compliance with what is required by our suppliers, leaders in their fields.

6. Design

Every type of luminaire shall be of an attractive design without forfeiting the efficient operation. Lamp and reflector replacement and maintenance of luminaires must be performed with ease and preferably without the use of any tools.

7. Mounting

The flood lighting luminaires shall be suitable for mounting onto a bracket in such a way that it will be possible to aim the luminaire in any vertical or horizontal direction. The fitting shall be bolted to the bracket by means of galvanised bolts, washers, nuts and locknuts of at least M16.

8. Ventilation and Heat Dissipation

The luminaire shall be designed for sufficient ventilation and efficient heat dissipation to avoid overheating of any components used in the luminaire.

9. Information Required

The following information shall be submitted for each type of lamp fitted to its relevant luminaire:-

- a) Initial lamp lumen output
- b) Isolux diagram
- c) Luminous density diagram
- d) Complete drawings of fittings, foundation, carriages, and mast poles
- e) Origin and manufacture
- f) Availability of spares
- g) Suppliers of luminaires, lamps and spares.

C. RESPONSIBILITY OF CONTRACTOR

It will be the responsibility of the contractor to manage all material on site, to ensure that the installations comply with requirements of the specification and to co-ordinate and supervise the manpower required for the project. Irrespective of the manpower or subcontractors used the contractor will be responsible for the complete installation. The contractor will also be responsible for the application at Eskom for the connection. All in accordance with conditions of contract and technical specification and shall provide adequate plant, hand tools etc. for execution of the works.

D. SAFETY

The contractor will be responsible for the safety of his personnel and that of the public. The contractor will attend safety meetings of his own and if required hand minutes of the meeting over to the Polokwane Municipality. Contractor must adhere to the OHS Act.

The Contractor shall take necessary precautions and provide the necessary warning signs and/or lights to ensure that the public and the employees on site are not endangered.

E. FINAL INSPECTION AND TESTING

After completion of the project, the contractor must do a thorough inspection on all the work done, ascertain himself that the work comply with the specifications and then apply to the Polokwane Municipality for a final inspection. The installation will not be approved before submission of the As-built drawings. Contractor shall be responsible for carrying out all tests and inspections, which will be handed over to the Polokwane Municipality under the supervision of the Engineer or his authorised personnel.

F. CONSTRUCTION PROGRAM

The contractor shall complete the contract within **FIVE (5)** months after issuing of the appointment letter. It is required that the work must be done in this period. Bidders are required to submit a programme for the **MAIN ACTIVITIES INVOLVED IN EXECUTING THE WORK**.

C3.5 International, National and Polokwane Municipality Standards

TABLE: REFERENCE TO NATIONAL AND INTERNATIONAL STANDARDS

TOPIC	DOCUMENT
Aerial Bundled Conductor	SABS 1418, PART 1 TO 3
Bolts and Nuts	DTS 0105 (NRS 018)
Bolts, Eye	SABS 135
Busbars	SABS 178
CNE	SABS 1195
Cables, installation of electric	SABS 1268:1979
Cables, low voltage	NRS 016:1991
Cables, medium voltage	SABS 0198:1988
Cable (house service split concentric)	NRS 012:1991
Cable Glands	NRS 013:1991
Cable Ties	DTS 0084 (NRS 017)
CIAmps (strain for split concentric)	SABS 808
CIAmps (suspension for split concentric)	DTS 0086 (NRS 020)
CIAmps Strain	
Clevis Tongue Adaptor (twisted)	
Clips for Wiring	SABS 178
Compression Fittings	SABS 178
Concrete Poles	
Conductor ACSR/AAC and AAAC	BS 3288 PART 1 (TESTS)
Conductor, Covered	SABS 470
Conduit Saddles	DTS 0106
Conduit	SABS 182
Connectors, lug/termination	DTS 0087 (NRS 021)
Connectors, insulation piercing	
Connectors, mid-span/full tension	NRS 028
Connectors, mid-span/no tension	EDF 6737/HN 33 E60
Connectors	(MAIN CABLE 350 MM ² TO 70 MM ² , TAKEOFF 6 MM ² TO 35MM ²)
Cross Arm Braces	
Cross Arms	SABS 0162
D Fuses	SABS 1200 H/HA
Earthing Rods	SABS 0162 SABS 1200 H/HA DTS 0048 REV 0
Electricity Dispenser	SABS 1063
Fittings (strain and suspension)	SABS 0199
ABC	
Fuse Holder	SABS 1524-1
Fuses	NRS 009-1
	DTS 0105 (NRS 018)
	SABS 172

TABLE: REFERENCE TO NATIONAL AND INTERNATIONAL STANDARDS

TOPIC	DOCUMENT
Galvanizing	SABS 763:1988
Harness Wiring	SABS 935
Insulator Hardware	IEC/NWS 1536
Insulator Spindle	DTS 0092
Isolators	SABS 0162
	SABS 1200 H/HA
Line Construction	NWS 1512
Links Trilinks	IEC/NWS 1536
Links, ganged 3 phase (isolators)	IEC/NWS 1536
Links, pull Stick (knife links)	IEC/NWS 1536
Links, single Pole "Huklinks"	IEC/NWS 1536
Long Rod Insulators	DTS 0092
Miniature Circuit Breakers OHASA Act (1993) and it's regulations and amendments	SABS 156
Pole Top Service Box	DTS 0104 (NRS 032)
Post Insulators	DTS 0092
Preformed Tension Wraps	SABS 178
Preformed Ties	
Ready Boards	DTS 0085 (NRS 019)
Reticulation LV	DTS 0090 (NRS 023)
Road crossing standard	DTS0060
Safety on Construction Sites	NWS 1058
Service box	DTS 0104 (NRS 032)
Stainless Steel Straps and Buckles	
Stay Assemblies	BS 16
Stay Attachment Brackets	SABS 0162
Stay Insulators	
Stay Wires	SABS 182, PART 5
Surfix Wiring	SABS 1507
Surge Diverters	NWS 1108
Symbolic Safety Signs	SABS 1186:1978
Transmission line hardware	NWS 1827
Washers	SABS 135
Wire, PVC Covered	SABS 182
Wire Rope Grips	BS 462
Wood Poles, pine gum	SABS 753
	SABS 754

TABLE: GUIDELINES AND RECOMMENDED PRACTICES

TITLE	DOCUMENT
Overhead Reticulation: Recommended Practice for Low Cost Urban Reticulation	NRS 023 : 1991 (DTS 0090)
Electrification Standard: Volumes 1 & 2.	
Code of Practice for the Application of CNE on Low Voltage Distribution Systems.	NRS 016 : 1991 (DTS 0103)
Power Line Crossings of Proclaimed Roads, Railway Lines, Tramways and Important Communication Lines.	DTS 0060 z
Code of Practice for the Joint use of Structures for Power and Telecommunication Lines.	NRS 043 OF 1997

2. Constraints on how the *Contractor* Provides the Works

Some of the construction work will be inside the premises of customer. The *Contractor* must allow for the work to be performed inside these premises. The *Contractor* must also allow for outages in order to connect to the existing lines.

3. Requirements for the programme

The *Contractor* must provide, if successful the *Project manager* with a construction programme within one week after adjudication of the contract, indicating the planned methodology of achieving completion the works within the required contract period.

Reporting and invoice requirements are as follows:

a. A Weekly Report

- Executive summary (typical one to two paragraphs).
- Physical progress on all aspects of the project on each Friday of the week before 12:00.
- Performances to date.
- Problems experienced.
- Priorities for the next two weeks.
- Corrective actions necessary and needed.

b. Monthly EPWP Report

- Monthly EPWP report of all local labourers worked the specific month under consideration to be submitted on or before the 3rd day of each month before 12:00.

c. Monthly OHS Report

- Monthly Health and Safety Report on all aspects of the project for the specific month under consideration to be submitted on or before the 3rd day of each month before 12:00.

d. Invoices

- The contract number, invoice number, VAT registration number (if applicable), banking details and the Employer's VAT registration number must be indicated on each invoice.
- A breakdown commensurate with the "prices" is shown on each invoice.
- The *Employer* accepts only original invoices.

POLOKWANE MUNICIPALITY

Coherent Health & Safety

Specifications



SUPPLY AND INSTALLATION OF SOLAR PV HIGH MAST LIGHTS IN POLOKWANE MUNICIPALITY'S AREA OF JURISDICTION – MULTI-YEAR PROJECT

Bid Number: PM29/2023

FOREWORD

These health & safety specifications have been compiled in terms of the Occupational Health & Safety Act no. 85 of 1993 and Construction Regulations of 7 February 2014 as amended. It must be clear that this document is a management tool and should be used by the Principal Contractor and Contractors in order to comply with the aforementioned Act and regulations.

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

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

Should you be unclear about anything set out in this document, please contact this office.

These specifications are site specific and include all works to be done by the principal contractor. The principal contractor will be responsible for all the work on site.

**COHERENT HEALTH AND SAFETY SPECIFICATIONS FOR
SUPPLY AND INSTALLATION OF SOLAR PV HIGH MAST LIGHTS IN POLOKWANE
MUNICIPALITY'S AREA OF JURISDICTION – MULTI-YEAR PROJECT**

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Notification of Construction work

1. INTRODUCTION AND BACKGROUND

1.1 The Construction Regulations (February 2014) places the onus on the Client to prepare coherent health & safety specifications, highlighting risks not successfully eliminated during design. The Client also has the opportunity to set the tone and standard of occupational health & safety on the construction site.

1.2 Responsibility and Accountability

It is imperative to understand the process of determining legal accountability, as the OHS-Act is the only criminal Act still administered by the Department of Labour. It *assumes* that the CEO is overall accountable even though he may delegate some of his responsibilities. This principal is entrenched in Section 37(1) of the Act and copied below for your benefit. This is generally referred to as the REASONABLE MAN TEST.

SECTION 37: Acts or omissions by employees or Mandatories

**Occupational Health and Safety Act of 1993
AND CONSTRUCTION REGULATIONS 2014**

REQUIREMENTS:

1. Your attention is drawn to "General Duties of Employers to their Employees" as required by Section 8 of the Act.
2. You are required to:
 - 2.1 Sign a written "Agreement with Mandatory" as required by Sect 37(1) (2) of the Act before commencing any work on site.
 - 2.2 Ensure that all your employees receive the necessary Induction Training and have proof thereof.
Note: You must ensure that all employees under your control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences.
 - 2.3 Ensure the provision of Welfare Facilities for your employees as per Construction Regulation 30.
 - 2.4 Provide the Client/Principal Contractor with your SHE Plan and Specifications
 - 2.5 Ensure that Method Statements, Risk Assessments and Safe Work Procedures are done and available.
 - 2.6 Provide the Client/Principal Contractor with written appointment of the person who is going to supervise the Construction Work per Construction Reg. 8(1).
 - 2.7 Provide the Client/Principal Contractor with written designation of your nominated Health and Safety Representative as per Section 17(1).
Note: Your Health and Safety Representative will be expected to attend the Client/Principal Contractor safety meetings.
 - 2.8 If you employ more than five (5) persons, you are required to provide your own First Aid Box (GSR 3(2)).
 - 2.9 If you employ more than ten (10) persons, you are required to provide your own qualified First Aider as per GSR 3(4)
Note: If you have difficulty in complying with items 2.7 and 2.8 above, you may arrange/come to an agreement with the Client/Principal Contractor to make use of his First Aid facilities in case of injury. You will be expected to communicate such an agreement to your employees.
 - 2.10 When working with Hazardous Chemical Substances, comply with HCS Reg. 3
Note: Asbestos and Lead Regulations are separate.
 - 2.11 When doing blasting to comply with Explosives Regulations Chapter 10
 - 2.12 When doing Excavation Work, comply with Construction Reg. 13
 - 2.13 When using Construction Vehicles, comply with Construction Reg. 23
 - 2.14 Ensure that good Housekeeping, Stacking and Storage principles are applied on this project as per Construction Reg. 27 and 28
 - 2.15 Ensure that appropriate measures are taken to avoid the risk of Fire/Explosion and comply with requirements of Reg. 29

3. You are responsible for providing your own legal safety documents and registers to comply with the Act's requirements.

A copy of the OHS Act of 1993 and the Construction Regulations; 2014 will be available for perusal in the Principal Contractor's site office.

4. You are required to comply with General Safety Regulations 2(1) to (7) and provide your employees with: personal protective equipment which will allow them to carry out their work in a safe manner, e.g. hard hats, gloves, safe footwear, eye protection, ear protection, waterproof clothing etc.
5. Reporting of Incidents of Occupational Diseases shall be done as per General Admin. Regulation 8 (Also see Sect 24 of the Act)
6. Compensation for Occupational Injuries and Diseases Act (No 130 of 1993) You are required to provide the Client/Principal Contractor with proof of registration with the Compensation Commissioner/Federated Employer(s) Mutual when signing this agreement. If you are not registered, the Client/Principal Contractor may deduct the necessary amounts from your progress payments and pay it over to the Commissioner to ensure that you are insured. See Section 80 and 89 of the COID Act.

Signature: _____
(Client/Agent of Client or Principal Contractor)

Signature _____
(Principal Contractor or Contractor)

AGREEMENT WITH MANDATORY IN TERMS OF SECTION 37(1) AND (2)

DEFINITION OF MANDATORY

Includes an agent, a contractor or sub-contractor for work, but without derogating from his status in his own right as an employer or user

SECTION 37(1)

Whenever an employee does or omits to do any act which it would be an offence in terms of this Act for the employer of such employee or a user to do or omit to do, then, unless it is provided that –

- (a)** in doing or omitting to do that act the employee was acting without the connivance or permission of the employer or any such user;
- (b)** it was not under any condition or in any circumstance within the scope of the authority of the employee to do or omit to do an act, whether lawful or unlawful, of the character of the act or omission charged; and
- (c)** all reasonable steps were taken by the employer or any such user to prevent any act or omission of the kind in question, the employer or any such user himself shall be presumed to have done or omitted to do that act, and shall be liable to be convicted and sentenced in respect thereof; and the fact that he issued instructions forbidding any act or omission of the kind in question shall not, in itself, be accepted as sufficient proof that he took all reasonable steps to prevent the act or omission.

SECTION 37(2)

The provisions of subsection (1) shall mutatis mutandis apply in the case of a mandatory of any employer or user, except if the parties have agreed in writing to the arrangements and procedures between them to ensure compliance by the mandatory with the provisions of this Act.

ACCEPTANCE BY MANDATORY

In terms of the provisions of Section 37(2) of the Occupational Health and Safety Act 1993

I, _____

acting for and on behalf of _____

(Company/Close Corporation/Enterprise/Owner/User) undertake to ensure that the requirements and provisions of the Act and Regulations are complied with.

Signature: _____

Print Name: _____
(Principal Contractor or Contractor)

Designation: _____

Date: _____

Mandatory-Workmen's Compensation/Federated Employers Mutual No.:

Signature: _____ Print Name: _____
(Client/Agent of Client or Principal Contractor)

Designation: _____ Date: _____

Company: _____

Project/Site: _____

**OCCUPATIONAL HEALTH AND SAFETY ACT OF 1993
CONSTRUCTION REGULATIONS 2014
CONTRACTOR**

CONSTRUCTION REGULATION 7

7(3): A principal contractor shall be responsible for the following:

- (a) to provide any contractor who is making a bid or is appointed to perform construction work for the principal contractor, with the relevant sections of the health and safety specifications pertaining to the construction work that has to be performed;**
- (b) to appoint each contractor contemplated in paragraph (a) in writing for the part of the project on a construction site**

APPOINTMENT

Contractor, _____ (name)

of: _____
(Company/Close Corporation/Enterprise/Owner/and Labour Only Contractor)

is hereby appointed to perform construction work at:

Project/Site: _____

Company: _____
(Principal Contractor)

Job/Safety specifications: _____

You are reminded that:

1. your documented Health and Safety plan based on the relevant applicable sections of the Principal Contractors Health and Safety Specifications, are provided to the Principal Contractor before commencing work on site
2. the Principal Contractor will discuss/negotiate with you regarding the contents of the Health and Safety Plan to approve it for implementation
3. a Health and Safety File, which shall include all documentation required in terms of the provisions of the Act and Regulations are kept available on site for inspection (Risk Assessments)
4. should you appoint another Contractor to perform or assist you with Construction Work, the responsibilities as required by the Construction Regulations shall apply to you as if you were the Principal Contractor
5. you promptly provide the Principal Contractor with any information which might affect the Health and Safety of any person at work carrying out Construction Work or any person who might be affected by the work of such a person at work or which might justify a review of the Health and Safety Plan
6. per Regulation 5(c) audits of your Health and Safety Plan will be undertaken on at least a monthly basis.

7. all your Employees have to undergo Safety Induction before starting work

Signature: _____ Date: _____
(Principal Contractor)

Designation: _____

ACCEPTANCE OF APPOINTMENT

I, _____ accept and
understand the requirements of this appointment

Signature: _____ Date: _____
(Contractor)

Designation: _____

1.3 Purpose of the Health and Safety Specifications

The purpose of the H&S specifications document is to assist in achieving compliance with the Occupational Health & Safety Act 85/1993 (OHS Act) and the now promulgated Construction Regulations (February 2014) in order to prevent or as far as possible, reduce incidents and injuries. These specifications should act as the basis for the drafting of the Principal Contractor and Contractors' coherent health & safety plans. The health & safety specifications set out the requirements to be followed by the Principal Contractor and other Contractors (BASE – LINE RISK ASSESSMENT) so that the health & safety of all persons, including the public potentially at risk may receive the same priority as other facets of the project e.g. cost, program, environment, quality, etc.

1.4 Implementation of the Health and Safety Specifications (Drafting of the Coherent Health & Safety Plan)

These health & safety specifications document forms an integral part of the contract, and the Principal Contractor is expected to use it when compiling its project-specific coherent health & safety plan. The Principal Contractor must forward a copy of these specifications to all Contractors at their bidding stage so that they can in turn prepare coherent health & safety plans relating to their operations.

2. OCCUPATIONAL HEALTH & SAFETY MANAGEMENT SYSTEM ELEMENTS

2.1 Scope of the Project

These Specifications set out the requirements for eliminating or if this is not possible, for minimising as far as reasonably practicable, the risk of incidents and injuries occurring at Polokwane Municipality. **This document covers work to be undertaken of the project and sets out the rules and procedures for engagement on the project.** The scope also addresses legal compliance, Polokwane Municipality standards, hazard identification and risk assessment, risk control, and the promotion of a health and safety culture amongst those working on the project. The health & safety specifications also make provision for the protection of those persons other than employees.

The Extent of the works:

The supply and installation of five (5) solar PV high mast lights in Polokwane Municipality's area of jurisdiction. The work shall cover the supply of all materials, labour, installation and commissioning of High Mast Lighting for POLOKWANE MUNICIPALITY AREA OF JURISDICTION. This tender shall include all costs entailed in supply and installation of all the specified equipment for works on sites, all costs entailed in commissioning of the works, all supervision, labour, and tools necessary to erecting and testing of works.

2.2 Interpretations

2.2.1 Application

This specifications document is a legal compliance document compiled in terms of the OHS Act & Construction Regulations 2014 and is therefore binding. The document must be read in conjunction with other relevant legislation.

2.2.2 Definitions

The definitions as listed in the OHS Act 85/1993 and Construction Regulations (February 2014) shall apply.

2.3 Minimum Administrative Requirements

2.3.1 Notification of Intention to Commence Construction Work

The Principal Contractor must notify the Provincial Director of the Department of Labour in writing before construction work commences. A copy of this notification must be held in the Principal Contractor's health & safety file on site. The fax transmission slip will serve as proof of notification.
See attached **Annexure "F"**

2.3.2 Assignment of the Principal Contractor's / Contractors' Responsible Persons to Supervise and Co-ordinate Health and Safety on Site

The Principal Contractor and all Contractors must make supervisory appointments as well as other relevant appointments in writing (as stipulated by the OHS Act and Construction Regulations 2014). See attached **Annexure 'B'** for more detail on what health & safety management appointments are relevant on this project.

2.3.3 Competence of the Principal Contractor's / Contractors' Appointed Competent Persons

The Principal Contractor and Contractors' competent persons for the various risk management portfolios must fulfil the criteria as stipulated in terms of the definition 'Competent' in accordance with the Construction Regulations (February 2014).

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

The Principal Contractor must have in its possession a letter of good standing issued by its Compensation Assuror as proof of registration. Contractors must also hold proof of workman's compensation assurance registration in the form of a letter of good standing and forward a copy to the Principal Contractor before they begin work on site. Contractors must be in good standing at all times while carrying out work on site.

2.3.5 Health and Safety Organogram

Including all appointed risk management competent persons. In cases where appointments have not yet been made, the organogram shall reflect the intended positions.

The organogram must be updated when there are changes in the Site Management Structure, and dated accordingly. The organogram merely serves as a quick reference to who is responsible for what risk portfolio in what area.

2.3.6 Preliminary Hazard Identification and Risk Assessments, Progress Hazard Identification and Risk Assessments Reviews.

The Principal Contractor must cause preliminary hazard identification and risk assessment to be performed under the leadership of a competent person before commencement of construction work. On this project detailed task-specific risk assessments based on the proposed sequence of work (method of work) must be compiled. Generic risk assessments will not be accepted.

The assessed risks, together with written safe work procedures for the 'medium & high-risk' rated activities must form part of the coherent site specific health and safety plan submitted for approval by House of Safety. The risk assessments must include:

- a) A list of hazards identified as well as potentially hazardous tasks;
- b) The risks which may result based on the list of hazards and tasks;
- c) A set of safe work procedures to be implemented with the aim of eliminating or if this is not possible, reducing and/or controlling the risks as far as reasonably practicable to ALARP (as low as reasonably practicable);
- d) A monitoring and review procedure of the risk assessments as they change i.e. how will the risk assessments be reviewed, when will they be reviewed and by whom.

The Principal Contractor must ensure that all Contractors inform, instruct and train their workers regarding any hazards, the associated risks and the related safe work procedures to be implemented before any work commences and thereafter at regular intervals as the risks change and as new risks develop. This training should be carried out in the form of toolbox health & safety talks. Contractors must conduct their own toolbox talks and submit proof of these talks in the form of attendance registers to the Principal Contractor at least every two weeks. Every worker on site must undergo such toolbox safety talks with the attendance registers kept in the Principal Contractor's safety file. Contractors must conduct their own hazard identifications and risk assessments specific to their operations and forward a copy to the Principal Contractor. The Principal Contractor when required must report on the status of these Contractor risk assessments to the Client i.e. at audits.

2.3.7 General Record Keeping

The Principal Contractor and all Contractors must keep and maintain all the necessary Health and Safety records to demonstrate compliance with these Coherent Specifications, the OHS Act 85/1993, and the Construction Regulations (February 2014). The Principal Contractor must also ensure that all records of incidents/injuries, emergency procedures, training, planned maintenance inspections, monthly contractor audits, etc. are kept in the health & safety file(s) held in the site office. The Principal Contractor must ensure that every Contractor keeps its own health & safety file, maintains the file and makes it available on request (the file must include the Contractor's health &

safety plan and all relevant records). Such 'Contractor safety files' must be audited by the Principal Contractor on a monthly basis with audit reports kept as proof.

2.3.8 Injury / Incident Reporting and Investigation

Injuries are to be categorised into first aid; medical; disabling (lost day); and fatal. When reporting injuries to the Client, these categories must be used. The Principal Contractor must investigate all injuries. All Contractors must report injuries to the Principal Contractor immediately and the Principal Contractor must inform the Client immediately. All incidents reportable in terms of the provisions of Section 24 of the OHS Act must be reported to the local Dept. of Labour in the prescribed manner.

2.3.9 Consolidation of Health & Safety Documentation

It is the duty of the Principal Contractor to ensure that all documentation required to be kept or generated during the construction phase is consolidated into one set of documents that must be handed over to the Client upon completion of the construction work. This consolidated safety file(s) should include instructions from the design team that will be required for the continued safe operation and maintenance of the new structure(s).

2.3.10 Offences and Penalties

Penalties may be imposed on the Principal Contractor and Contractors for ongoing non-compliance with the provisions of the Client's coherent health & safety specifications, the Principal Contractor's coherent health & safety plan, site health & safety procedures and rules. Non-compliances identified during safety agent audits and visits will be categorised into one of three levels based on severity. These will be as follows: Life threatening situation - a prohibition order will be issued by means of a written instruction in the site instruction book or an explanation in an audit report. This activity must be seized immediately and corrective measures taken. Serious injury possible – a contravention notice will be issued with a time frame for compliance stipulated. Minor or no injury may result – an improvement notice will be issued. The corrective measures stipulated in the audit report must be taken. The methodology used to decide the above levels will be directly linked to the risk assessments of the Principal Contractor and contractors, Polokwane Municipality Standards. The decision of the safety Agent will be final.

2.4 Principal Contractors, Contractors and Sub-contractors

2.4.1 Principal Contractor's and Contractors' Requirements

The Principal Contractor must ensure that all Contractors appointed by them comply with these Specifications, the Principal coherent health & safety plan as well as the OHS Act, Construction Regulations (February 2014), and other relevant legislation that may relate to the activities directly or indirectly. A Contractor, when appointing other Contractors as 'Sub-contractors', shall mutatis mutandis ensure compliance as if it was the Principal Contractor.

The Principal Contractor may only allow a Contractor to begin work on site after receiving a coherent health & safety plan which must include a project specific hazard identification, risk assessments and safety measures. The Principal Contractor must test competency and finally approve his sub – contractor coherent site specific health and safety plan. The Principal Contractor must audit each of its contractors on a monthly basis, with audit reports kept in the health & safety file on site. The audit must include an administrative assessment as well as a physical inspection of the contractor's site activities.

The Principal Contractor must stop any Contractor from carrying out construction work that is not in accordance with the Principal Contractor's and/or Contractor's health & safety plan or if there is an immediate threat to the health and safety of persons.

The Principal Contractor shall take all reasonable steps necessary to ensure co-operation between all contractors to enable each of those contractors to comply with the provisions of the Construction Regulations;

The Principal Contractor shall take all reasonable steps to ensure that each contractor's coherent health and safety plan is implemented and maintained on the construction site: Provided that the steps taken shall include periodic audits at intervals mutually agreed upon between the Principal Contractor and contractors, but at least once every month;

The Principal Contractor must ensure that where changes are brought about to the design and construction, that sufficient health and safety information and appropriate resources are made available to contractors so as to allow them to execute the work safely;

The Principal Contractor must ensure that every contractor is registered and in good standing with a recognised compensation fund or with a licensed compensation insurer prior to work commencing on site;

The Principal Contractor must ensure that potential contractors submitting tenders have made provision for the cost of health and safety measures during the construction process;

The Principal Contractor shall discuss and negotiate with the contractor the contents of the coherent health and safety plan and shall finally approve that plan for implementation;

The Principal Contractor shall hand over a consolidated health and safety file to the client upon completion of the construction work and shall include a record of all drawings, designs, materials used and other similar information concerning the completed structure;

The Principal Contractor may only appoint a contractor to perform construction work when such Principal Contractor is reasonably satisfied that the contractor he or she intends to appoint, has the necessary competencies and resources to perform the construction work safely and that the contractor is an approved Polokwane Municipality contractor.

2.4.2 Principal Contractor / Contractor Competency Assessment

The Principal Contractor must be reasonably satisfied that the contractors it intends to appoint have the necessary competencies and resources to safely conduct the work they will be appointed for. This should be established at tender stage and before appointments are made. One of the preferred ways of determining whether a contractor is competent is to make sure the contractor is an accredited contractor for Polokwane Municipality. Once the contractor is appointed, but before it begins work on site a site- specific safety plan must be discussed and negotiated with the Principal Contractor. Such safety plan must be approved for implementation by the Principal Contractor.

The Principal Contractor and Contractors should submit the following documentation for perusal and verification by the Client and Principal Contractor respectively:

- Coherent health & safety plan as compiled for this project; (including Risk assessments, safe work procedures, fall protection plan, PTW Issuer/PTW Holder certificates
- Management Structure as envisaged at tender (organogram);
- Letter of Good Standing with the Compensation Commissioner or FEM;
- Proof of health & safety training and other related training; (CV and certificates) Legislative appointment letters
- Notification of Construction work; (proof notification was done)

2.4.3 Pricing for Occupational Health & Safety Compliance All parties bidding to do work on this construction project must ensure that they have made provision for the cost of complying with this Specifications document as well as with the OHS Act and incorporated Regulations as a minimum requirement in their tender documentation. It must also be taken into consideration that time is money, which implies that sufficient time must be allowed for the implementation of the minimum OHS standards. No additional claims will be entertained at a later stage should a compliance requirement be prescribed in the OHS Act, incorporated regulations or in this Specifications document.

Annexure:

2.4.4 Contractors' Coherent Health & Safety Plans [Construction Regulations 7]

1. Introduction:

The Construction Regulations (2014) aims to improve overall management and co-ordination of Health, Safety and Welfare throughout the Construction Phase and reduce the large number of serious and fatal injuries and cases of ill health, which occur every year in the Construction Industry.

In terms of the Construction Regulations (2014), the Principal Contractor is required to develop a Health and Safety Plan before work commences on site and review it throughout the Construction Phase. The degree of detail required in the Health and Safety Plan and the time and effort in preparing it should be in proportion to the nature, size and level of Health and Safety risks involved in the project. Projects involving minimal risks will call for simple, straightforward plans. Large projects or those involving significant risks such as this project will need much more detail.

Annexure:

2. What should the construction health & safety plan cover?

The Construction Health and Safety Plan should set out the arrangements for ensuring the Health and Safety of everyone carrying out the construction work as well as all other persons who may be affected by it. The index of this plan must be in line with Annexure:

2.4.5 Communication and Management of the work

The Principal Contractor must indicate in its health and safety management plan that it has made provision for the following:

- a. Management structure and responsibilities
- b. Health and Safety goals for the project and arrangements for monitoring and review of Health and Safety performance i.e. safety meetings; contractor meetings; risk assessment review, etc.
- c. Arrangement for:

- i. Regular liaison between parties on site i.e. meetings
- ii. Consultation with the work force i.e. toolbox talks
- iii. The exchange of design information between the Client, designers, and Contractors on site
- iv. Selection and control of Contractors i.e. selection criteria; inspections; audits, etc.
- v. Site health & safety induction and onsite training i.e. toolbox talks
- vi. Welfare facilities, first aid, emergency planning and fire prevention strategy
- vii. The reporting and investigation of injuries and incidents including near misses what the intended system will be
- viii. The production, approval and review of risk assessments, safe work procedures and method statements and how does the company's risk assessment system work.

d. Site specific rules and procedures.

2.5 Client identified Hazards and Potentially Hazardous Situations

RISK: Site Establishment				RISK ASSESSMENT				
REVISION NUMBER		01	WRITTEN BY	REVIEWED BY	APPROVED BY			
NAME		H. Heyneke						
SIGNATURE								
DATE WRITTEN				Document No				
REVIEW DATE				Contract No				
A INJURY SEVERITY			B FREQUENCY of OCCURENCE		RATING			
0	No injury		0	Has not occurred in last two years		RISK CLASSIFICATION	RISK VALUE	
2	Minor laceration, wound (first aid case)		2	Occurs very seldom		LOW	0-6	
4	More severe injury medical attention		4	Occurs occasionally		MEDIUM	6-16	
8	Serious injuries, broken bones, amputation etc		8	Occurs often		HIGH	16-32	
10	Loss of life / fatality		10	Could / has happened		CRITICAL	32-40	
C POTENTIAL DAMAGE / LOSS			D ENVIRONMENT		ACTION REQUIRED			
0	No damage, minimal costs R10 – 100		0	No effect	Spillage, noise, water, dust/ vapours/ fauna and flora	LOW	Supervision, training, certification, method/risk assessments, safe work procedures training, toolbox talks.	Good instruction.
2	Minor damage, small costs R100 – 1000		2	Minor effect		MEDIUM	Competent supervision, training certification, method/risk assessments, safe work procedures training, toolbox talks.	Change method, mitigate.
4	Med damage, stoppage (On site repair) medium cost R1000 – 5000		4	Serious effect (Short term)		HIGH	Competent supervision, training certification, method/risk assessments, safe work procedures training, toolbox talks.	Change method, mitigate.
8	More serious damage // loss / delay < R5000 - +		8	Very serious effect (Long Term)		CRITICAL	Close competent supervision, training certification, method/risk	

10	Severe damage, long term stoppage, high costs		10	Catastrophic effect					assessments, safe work procedures, PJO's, work permits, training and toolbox talks.	Intolerable, change method, transfer risk.	
ACTIVITY	POTENTIAL HAZARD	POSSIBLE RESULT	RISK EVALUATION					PREVENTATIVE MEASURES	CONTROLS	PJO	
			A	B	C	D	R			RIGHT	WRONG
1. Transport of plant & equipment by low bed & truck.	Plant falling off in transit.	Fatality / Injury. Damage to property.	8	2	8	0	18H	<ul style="list-style-type: none"> Certified tie-down tackle. Correct tie-down methods. 	Competent staff. Skills training / toolbox talk.		
	Traffic accident.	Fatality / Injury. Damage to property.	8	2	8	0	18H	<ul style="list-style-type: none"> Toolbox talk. 	Competent driver.		
	Preparing low bed for load.	Head & hand injuries. Back strain.	4	2	4	0	10M	<ul style="list-style-type: none"> Wear correct PPE. Skills training / toolbox talk. 	Issue of PPE & enforce PPE rule. Direct supervision.		
	Machine running off during loading / unloading.	Fatality / Injury. Damage to property.	8	2	8	0	18H	<ul style="list-style-type: none"> Ensure loading / unloading on level surface. 	Direct supervision.		
	Slippery underfoot / high climbing.	Injury - fractures.	4	2	4	0	10M	<ul style="list-style-type: none"> PPE - Skills training / toolbox talk. Check for mud or obstacles. Stand & step firm & use both hands when climbing. 	Enforce PPE rule. Direct supervision. Demarcated access points to plant.		
	Heavy weights.	Bodily injuries / back strain.	4	2	4	0	10M	<ul style="list-style-type: none"> Wear correct PPE. Skills training / toolbox talk. 	Induction. Direct supervision.		
	Failure of lifting equipment & tackle.	Fatality / Injury. Damage to property.	8	2	8	0	18H	<ul style="list-style-type: none"> Certified lifting equipment & tackle. Skills training / toolbox talk. 	Direct supervision. Competent staff. Demarcated no person's area.		
2. Preparation of office & accommodation area.	Moving machinery.	Pedestrian &/or traffic accident. Fatality / injury.	8	2	8	0	18H	<ul style="list-style-type: none"> Correct PPE to be worn. Plant & vehicles fitted with flashing beacons & hooters. Toolbox talk. 	Competent staff. Enforce PPE rule.		

	Dust.	Occupational illness. Eye irritation/injury.	4	2	4	0	10M	<ul style="list-style-type: none"> Wear correct PPE. Use dust suppression methods. 	Issue of PPE. Water to be sprayed at work area.		
	Use of hand tools - saws, picks etc.	Hand &/or eye injuries.	2	2	2	0	6L	<ul style="list-style-type: none"> Wear correct PPE. Tools in good condition. Skills training / toolbox talk. 	Enforce PPE rule. Inspection of tools.		
3. Erection of perimeter fence.	TLB digging of stay poles.	Pedestrian &/or traffic accident. Fatality / injury	4	2	4	0	10M	<ul style="list-style-type: none"> Correct PPE to be worn. Plant & vehicles fitted with flashing beacons & hooters. Toolbox talk. 	Competent staff. Enforce PPE rule.		
	Dust / dry cement dust.	Occupational illness. Eye irritation/injury.	4	2	4	0	10M	<ul style="list-style-type: none"> Wear correct PPE. Use dust suppression methods. 	Issue of PPE. Water to be sprayed at work area.		
	Use of hand tools - picks, shovels, etc.	Hand &/or eye injuries.	2	2	2	0	6L	<ul style="list-style-type: none"> Wear correct PPE. Tools in good condition. Skills training / toolbox talk. 	Enforce PPE rule. Inspection of tools.		
4. Certificate of Compliance on completion of installations.	Improper installations.	Fire. Electrical shock. Damage to property.	0	2	4	2	8M	<ul style="list-style-type: none"> Only an Accredited person may issue certificate. 	Competent qualified staff only. Audit.		
5. Water reticulation.	Pipes not deep enough.	Loss of water. Unnecessary downtime.	0	2	4	0	6L	<ul style="list-style-type: none"> Buried at least 300mm deep. 	Direct supervision. Skills training / toolbox talk.		
	Use of hand tools - picks, shovels, etc.	Hand &/or eye injuries.	2	2	2	0	6L	<ul style="list-style-type: none"> Wear correct PPE. Tools in good condition. Skills training / toolbox talk. 	Enforce PPE rule. Inspection of tools.		
	Slippery underfoot / high climbing.	Slip & fall fractures & sprains. Serious bodily injuries.	4	2	4	0	10M	<ul style="list-style-type: none"> Wear correct PPE. Fall prevention & protection equipment. Skills training / toolbox talks. 	Fall protection & prevention plan drawn up & implemented. Direct supervision.		

RISK: Manual Material Handling				RISK ASSESSMENT					
REVISION NUMBER	01	WRITTEN BY	REVIEWED BY	APPROVED BY					
NAME	H. Heyneke								
SIGNATURE									
DATE WRITTEN			Document No						
REVIEW DATE			Contract No						
A INJURY SEVERITY			B FREQUENCY of OCCURENCE		RATING				
0	No injury		0	Has not occurred in last two years		RISK CLASSIFICATION	RISK VALUE		
2	Minor laceration, wound (first aid case)		2	Occurs very seldom		LOW	0-6		
4	More severe injury medical attention		4	Occurs occasionally		MEDIUM	6-16		
8	Serious injuries, broken bones, amputation etc		8	Occurs often		HIGH	16-32		
10	Loss of life / fatality		10	Could / has happened		CRITICAL	32-40		
C POTENTIAL DAMAGE / LOSS			D ENVIRONMENT		ACTION REQUIRED				
0	No damage, minimal costs R10 – 100		0	No effect		LOW	Supervision, training, certification, method/risk assessments, safe work procedures training, toolbox talks.		
2	Minor damage, small costs R100 – 1000		2	Minor effect		MEDIUM	Competent supervision, training certification, method/risk assessments, safe work procedures training, toolbox talks.		
4	Med damage, stoppage (On site repair) medium cost R1000 – 5000		4	Serious effect (Short term)		HIGH	Competent supervision, training certification, method/risk assessments, safe work procedures training, toolbox talks.		
8	More serious damage // loss / delay < R5000 - +		8	Very serious effect (Long Term)		CRITICAL	Close competent supervision, training certification, method/risk assessments, safe work procedures, PJO's, work permits, training and toolbox talks.		
10	Severe damage, long term stoppage, high costs		10	Catastrophic effect			Intolerable, change method, transfer risk.		



ACTIVITY	POTENTIAL HAZARD	POSSIBLE RESULT	RISK EVALUATION					PREVENTATIVE MEASURES	CONTROLS	PJO	
			A	B	C	D	R			RIGHT	WRONG
1. Inspect the Loading or offloading area.	No unsafe access to working area used.	<ul style="list-style-type: none"> Damage to delivery truck 	2	2	4	0	6L	<ul style="list-style-type: none"> Make sure that all Objects like stones, planks are clear from the loading & Offloading area Supervisor must be at all times visible on site (loading & offloading area.) 	Supervisor.		
2. Positioning the delivery truck or site light vehicle at the loading & offloading area.	Unsafe reverse actions by driver.	<ul style="list-style-type: none"> Collide with the buildings, structures, equipment, plant, or people. 	4	2	4	2	12M	<ul style="list-style-type: none"> Flagmen to ensure visual contact is maintained with driver in the driver side mirror. Flagmen not to walk or stand behind the delivery truck or Light vehicle. 	Supervisor.		
	Fail to switch off the engine of the delivery truck or light vehicle and apply the hand brake and isolate.	<ul style="list-style-type: none"> The delivery truck or light vehicle moves whilst busy with the offloading process. Unplanned movement. Unauthorized use. 	4	2	4	0	10M	<ul style="list-style-type: none"> The driver of the delivery truck or light vehicle must be switch off the engine, remove the keys from the ignition and apply the hand brake. Assistant to place stop blocks in front and behind one of the rear wheels. 	Supervisor.		
	Fail to install shop blocks/chocks.	<ul style="list-style-type: none"> The delivery truck moves whilst busy with the offloading process. Drives over people. Collide with other vehicles. 	8	2	8	0	18H	<ul style="list-style-type: none"> The assistant must install one stop block in front and behind one of the rear wheels. 	Supervisor.		

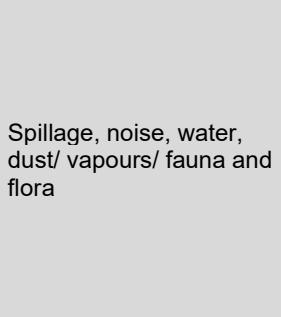
3. Manual Loading & Offloading of tools and equipment from a truck or light vehicle.	No or unsafe access onto delivery truck or Light Vehicle.	<ul style="list-style-type: none"> Falling from delivery truck or light vehicle. 	4	2	2	0	6L	<ul style="list-style-type: none"> The ladder must be secured when ascending and descending by a person holding the ladder. 	Supervisor.		
	Using an unsecure Ladder.	<ul style="list-style-type: none"> Falling from ladder. 	4	2	4	0	6L	<ul style="list-style-type: none"> The ladder must be secured by a person standing on the ground when employee ascend or descend. 	Supervisor.		
	Using sub-standard ladder.	<ul style="list-style-type: none"> Ladder collapsing and employee falling. Serious injury. 	8	2	8	0	18H	<ul style="list-style-type: none"> Ladder must be inspected and comply with site requirements. Defective ladders will be withdrawn from the service immediately. 	Supervisor.		
	Incorrect method used to manhandle tools and equipment.	<ul style="list-style-type: none"> Back, neck & knee injuries. 	2	4	2	0	4L	<ul style="list-style-type: none"> All employees will be trained on the correct manual handling and lifting method. Lift with your knees and not your back. No employees are allowed to lift more than 25 KG or a 1/3 of his body weight. Rather use mechanical equipment to lift heavy objects or ask for assistance. 	Supervisor.		
	Heavy equipment lifted by a single person.(load Insufficient employees to load or offload)	<ul style="list-style-type: none"> Neck, back and knee injuries. Damage to equipment, delivery truck or light vehicle. 	4	2	4	0	10M	<ul style="list-style-type: none"> No employees are allowed to lift more than 25 KG or a 1/3 of his body weight. Rather use mechanical equipment to lift heavy objects or ask for assistance. 	Supervisor.		

	Unsafe positioning of hands and fingers when loading and offloading.	<ul style="list-style-type: none"> Hand and finger injuries. 	4	2	4	0	10M	<ul style="list-style-type: none"> Employees will be made aware of nip and pinch points between the object and the delivery truck or LIGHT VEHICLE in and that they must keep their hands and fingers clear from under any object. 	Supervisor.		
	Not using gloves when loading and offloading.	<ul style="list-style-type: none"> Hand and fingers injuries. 	4	2	4	0	10M	<ul style="list-style-type: none"> All employees will be trained on the use and maintenance of PPE. Gloves will be used when offloading equipment. 	Supervisor.		
	Throwing material to or from heights or to each other.	<ul style="list-style-type: none"> Employees can get stricken by tools or equipment. 	2	2	2	0	6L	<ul style="list-style-type: none"> No throwing of material to or from heights will be allowed to throw any object to each other. 	Supervisor.		
	Poor communication.	<ul style="list-style-type: none"> Hand and finger injuries. Damage to tools or equipment. 	4	2	4	0	10M	<ul style="list-style-type: none"> Ensure effective communication between all involved. 	Supervisor.		
	Uneven terrain, lose objects in walkways.	<ul style="list-style-type: none"> Tripping, slipping and falling over objects. 	4	2	4	0	10M	<ul style="list-style-type: none"> Pre determine path to be followed when plan to carry material: remove tripping hazards as far possible. Always ensure that you are able to see where you are walking when carrying material. 	Supervisor.		

	Long length of equipment carried by a single person.	<ul style="list-style-type: none"> Hit other employees or persons with the object being carried when turning. 	4	2	4	0	10M	<ul style="list-style-type: none"> Single person to avoid carrying long length material on shoulder, rather carry hip height. If 2 persons carry as close to both ends as possible to avoid hitting other when carrying or turning. 	Supervisor.		
	Workers in Contact sharp edges and nip points.	<ul style="list-style-type: none"> Cuts and pinching to hand or body. 	2	4	2	0	6L	<ul style="list-style-type: none"> Identify and cover sharp edges that could cause harm, wear full PPE. Place object on dunnage's to avoid fingers nipped. Wear gloves and make use of gwalas to lift off ground and place object to support prior to entering hands between an object and ground or possible nip points. 	Supervisor.		
	Heavy equipment lifted by a single person.	<ul style="list-style-type: none"> Neck, back & knee injuries. 	4	2	4	0	10M	<ul style="list-style-type: none"> No employees are allowed to lift more than 25 KG or a 1/3 of his body weight. Rather use mechanical equipment to lift heavy objects or ask for assistance. 	Supervisor.		
4. Stacking of material.	Stacked material not barricaded.	<ul style="list-style-type: none"> Tripping over material or. Plant collides with material. 	4	2	4	0	10M	<ul style="list-style-type: none"> All stacked material are to be barricade with snow netting, barricading are to be tagged, on register and daily inspected by appointed responsible person. 	Supervisor.		

	Stored energy, unplanned movement.	<ul style="list-style-type: none"> Materials fall from stack on person. Round equipment starts rolling. 	8	2	8	0	10M	<ul style="list-style-type: none"> Always remove material only from top if stacked, do not pull anything from the middle or bottom of a pile. Make use of wooden wedges to support round items and prevent unplanned movement. Attempt to stack same size, shape and type of material with each other, do not stack material to high and ensure all stacked material on heights are secured to avoid falling to lower levels. 	Supervisor.		
	No safe walkways between materials.	<ul style="list-style-type: none"> Slip or trip when walk on stacked material, ankle sprain ect. 	4	2	4	0	10M	<ul style="list-style-type: none"> During stacking always provide safe walkways between material, no tripping hazard and no protruding material. 	Supervisor.		
	Snakes under or between materials.	<ul style="list-style-type: none"> Snakebites could cause fatality or serious injury. 	10	2	10	0	22H	<ul style="list-style-type: none"> Always be aware that snakes and insects/ spiders could be present under stacked material. Avoid placing hands where you cannot see, wear full PPE at all time when handling material. 	Supervisor.		
	Poor housekeeping.	<ul style="list-style-type: none"> Environmental impact, trip hazards, fire hazard. 	2	2	2	2	6L	<ul style="list-style-type: none"> Keep work areas clean and neat at all times. 	Supervisor.		

RISK: Fire Prevention				RISK ASSESSMENT		
REVISION NUMBER	01	WRITTEN BY	REVIEWED BY	APPROVED BY		
NAME	H. Heyneke					
SIGNATURE						
DATE WRITTEN			Document No			
REVIEWDATE			Contract No			

A INJURY SEVERITY		B FREQUENCY of OCCURENCE			RATING		 CITY OF Polokwane NATURALLY PROGRESSIVE			
0	No injury	0	Has not occurred in last two years		RISK CLAS SIFIC ATION	RISK VALUE				
2	Minor laceration, wound (first aid case)	2	Occurs very seldom		LOW	0-6				
4	More severe injury medical attention	4	Occurs occasionally		MEDIUM	6-16				
8	Serious injuries, broken bones, amputation etc	8	Occurs often		HIGH	16-32				
10	Loss of life / fatality	10	Could / has happened		CRITICAL	32-40				
C POTENTIAL DAMAGE / LOSS		D ENVIRONMENT			ACTION REQUIRED					
0	No damage, minimal costs R10 – 100	0	No effect		 Spillage, noise, water, dust/ vapours/ fauna and flora	Supervision, training, certification, method/risk assessments, safe work procedures training, toolbox talks.		Good instruction.		
2	Minor damage, small costs R100 – 1000	2	Minor effect			Competent supervision, training certification, method/risk assessments, safe work procedures training, toolbox talks.		Change method, mitigate.		
4	Med damage, stoppage (On site repair) medium cost R1000 – 5000	4	Serious effect (Short term)			Competent supervision, training certification, method/risk assessments, safe work procedures training, toolbox talks.		Change method, mitigate.		
8	More serious damage // loss / delay < R5000 - +	8	Very serious effect (Long Term)			Close competent supervision, training certification, method/risk assessments, safe work procedures, PJO's, work permits, training and toolbox talks		Intolerable, change method, transfer risk.		
10	Severe damage, long term stoppage, high costs	10	Catastrophic effect							

ACTIVITY	POTENTIAL HAZARD	POSSIBLE RESULT	RISK EVALUATION					PREVENTATIVE MEASURES	CONTROLS	PJO	
			A	B	C	D	R			RIGHT	WRONG
1. Adequate equipment to be provided in the working area and shall be of suitable capacity and located in suitable areas	Inadequate and wrongly placed fire equipment can cause a delay in dealing with fire should it occur.	Fire getting out of control injuries to persons and damage to property.	4	2	2	2	10	<ul style="list-style-type: none"> Adequate fire equipment to be provided and placed at suitable locations. 	Visual and physical inspections		
2. Fire equipment must be unobstructed at all times and regularly inspected and serviced.	Non-availability of equipment	Loss of life and extensive damage property	10	2	8	0	20	<ul style="list-style-type: none"> Monthly checklist of all equipment. 	Visual and physical inspections to be done by fire warden		
3. Firefighting team on site should be trained in the operation of firefighting equipment and should be familiar with fire equipment locations.	Untrained personnel using wrong type of equipment to extinguish the fire. Delays in searching for fire extinguishers	Injury to employees and damage to property.	2	2	4	2	10	<ul style="list-style-type: none"> Provide training and have fire drills periodically 	Supervisor / Safety Officer control.		
4. Water based fire extinguisher shall not be used on electrical equipment or burning liquids	Electrocution. Increased spread of fire. Explosions	Fatality/Injury to employees and damage to property.	10	2	8	0	20	<ul style="list-style-type: none"> Trained personnel. 	Induction by supervisor.		

5. Fire alarms to be tested to make sure that it is working and that it can be heard everywhere on site.	Fire alarm not functional or inaudible.	Fatality/Injury to persons and damage to property.	10	2	8	0	20	<ul style="list-style-type: none"> Monthly checklist. 	Fire warden to control		
6. All combustible materials to be stored in appropriate storage places.	Fire can occur.	Injury to people and damage to property.	4	2	2	0	8	<ul style="list-style-type: none"> Induct workers on usage and storage of combustible materials. 	Supervisor to check that this is done		
7. Storage of any material against the exterior of buildings is prohibited as it interferes with access.	Access blocked and people trapped inside; Firefighting team not able to obtain access.	Fatality/Injury to people and damage to property.	10	2	8	0	20	<ul style="list-style-type: none"> Store material in demarcated areas. 	Supervisor to control on daily basis.		
8. Cigarettes to be extinguished properly and not thrown into rubbish bins.	Fire can occur in the bins.	Damage to property.	0	2	4	2	6	<ul style="list-style-type: none"> Ash trays and waste bins to be emptied daily. Induct all personnel. 	Site agent/manager to control.		
9. Persons misusing or wilfully damaging fire equipment to be disciplined.	Shortage or non-operation of firefighting equipment in the case of fire.	Injury to people and damage to property.	4	2	4	0	10	<ul style="list-style-type: none"> Supervisor to enforce. 	Induction by supervisor.		

10. Enough exits to be provided for every person to get out safely and easily.	Overcrowding at exit points during fire.	Bruises, cuts, broken limb even fatalities.	8	2	4	0	14	<ul style="list-style-type: none"> Fire escape routes and assembly points to be determined and clearly marked. 	Supervisor to check.		
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RISK: Elevated positions					RISK ASSESSMENT					
REVISION NUMBER		01	WRITTEN BY	REVIEWED BY	APPROVED BY					
NAME		H. Heyneke								
SIGNATURE										
DATE WRITTEN				Document No						
REVIEWDATE				Contract No						
A INJURY SEVERITY			B FREQUENCY of OCCURENCE		RATING					
0	No injury		0	Has not occurred in last two years		RISK CLASSIFICATION		RISK VALUE		
2	Minor laceration, wound (first aid case)		2	Occurs very seldom		LOW		0-6		
4	More severe injury medical attention		4	Occurs occasionally		MEDIUM		6-16		
8	Serious injuries, broken bones, amputation etc		8	Occurs often		HIGH		16-32		
10	Loss of life / fatality		10	Could / has happened		CRITICAL		32-40		
C POTENTIAL DAMAGE / LOSS			D ENVIRONMENT		ACTION REQUIRED					
0	No damage, minimal costs R10 – 100		0	No effect		Spillage, noise, water, dust/ vapours/ fauna and flora	Supervision, training, certification, method/risk assessments, safe work procedures training, toolbox talks.		Good instruction.	
2	Minor damage, small costs R100 – 1000		2	Minor effect			MEDIUM	Competent supervision, training certification, method/risk assessments, safe work procedures training, toolbox talks.		Change method, mitigate.
4	Med damage, stoppage (On site repair) medium cost R1000 – 5000		4	Serious effect (Short term)			HIGH	Competent supervision, training certification, method/risk assessments, safe work procedures training, toolbox talks.		Change method, mitigate.
8	More serious damage // loss / delay < R5000 - +		8	Very serious effect (Long Term)			CRITICAL	Close competent supervision, training certification, method/risk assessments, safe work procedures, PJO's, work permits, training and toolbox talks.		Intolerable, change method, transfer risk.
10	Severe damage, long term stoppage, high costs		10	Catastrophic effect						
ACTIVITY	POTENTIAL HAZARD		RISK EVALUATION		PREVENTATIVE MEASURES			PJO		

		POSSIBLE RESULT	A	B	C	D	R		CONTROLS	RIGHT	WRONG
1. No gear, debris or other material shall be dropped from heights	Falling objects.	Injury to employees, possible fatal injuries and damage to property.	4	2	4	0	10	All material and equipment must be lowered or by means of a chute to lower levels.	Appointed Competent Person daily inspections. Skills training, induction and toolbox talks.		
2. Openings in floor shall be boarded over, covered or barricaded off.	Employees could trip and fall into openings. Debris or tools and equipment may fall through openings.	Bruises, scratches, fractures, fatality or permanent disability and damage to equipment.	8	2	8	0	18	Demarcate, barricade and cover all openings to avoid unnecessary incidents. Put kickboards on scaffold to prevent items falling off scaffolds.	Appointed Competent Person to develop Fall Protection plan and do daily inspections. Skills training, induction and toolbox talks.		
3. Sides and edges of slabs must be fitted with guardrails.	Employees may fall over edge of building.	Bruises, scratches, fractures, fatality or permanent disability.	8	2	8	0	18	Place handrails around all edges of slab (use scaffolding or 8 gauge galvanized wire). Do not allow cranes to position closer than 3m from edge of slab during lifting operation.	Charge hand, supervisor to control. Induct employees on safe work procedures. All employees working on edge of slab to wear safety belts and tie onto structure or guard rail.		

4. Safety belts / harness must be worn at all times.	Not hooking safety belt catch to anchor point. Anchor point not secure or strong enough.	Bruises, scratches, fractures, fatality or permanent disability.	8	2	8	0	18	Ensure anchor point is secure and can hold the weight. Ensure all safety belt catches are hooked onto anchor points. If there is no place to hook a safety belt – a lifeline must be supplied.	Supervisor to induct all employees on hazards. Monthly check done on all safety belts and registers kept up to date.		
5. Safety nets to be used to protect against falling objects.	Deliberately dropping materials or equipment will damage the net.	Net not strong enough to hold the weight, could cause injury to employees working below and damage to property.	4	2	4	0	10	Ensure correct safety net is used. Ensure net is not damaged. Avoid not being exposed to sharp edges or rough surfaces, etc.	Competent person to inspect safety regularly. All defects to be reported to supervisor.		
6. Areas below elevated work area to be kept clear and clean.	Poor housekeeping can cause scaffold to destabilize.	Bodily injuries / fatality. Damage to property.	8	2	8	0	18	Skills training and toolbox talks to ensure good standard of housekeeping.	Competent person to inspect safety regularly. All defects to be reported to supervisor.		
7. Do not stand on empty drums as scaffolds or trestles.	Drum may buckle or break	Injury to employee. Poor quality of work.	2	2	2	0	6	Ensure sufficient amount of scaffolding and trestles available.	Skills training and toolbox talks.		

RISK:				RISK ASSESSMENT				
REVISION NUMBER	01	WRITTEN BY	REVIEWED BY	APPROVED BY				
NAME								
SIGNATURE								
DATE WRITTEN				Document No				
REVIEW DATE				Contract No				
A INJURY SEVERITY		B FREQUENCY of OCCURRENCE			RATING			
0	No injury	0	Has not occurred in last two years		RISK CLASSIFICATION	RISK VALUE		
2	Minor laceration, wound (first aid case)	2	Occurs very seldom		LOW	0---6		
4	More severe injury medical attention	4	Occurs occasionally		MEDIUM	6---16		
8	Serious injuries, broken bones, amputation etc.	8	Occurs often		HIGH	16---32		
10	Loss of life / fatality	10	Could / has happened		CRITICAL	32---40		
C POTENTIAL DAMAGE / LOSS		D ENVIRONMENT			ACTION REQUIRED			
0	No damage, minimal costs R10 – 100	0	No effect	Spillage, noise, water, dust / vapours/ fauna and flora	LOW	Supervision, training, certification, method/risk assessments, safe work procedures training, toolbox talks.	Good instruction.	
2	Minor damage, small costs R100 – 1000	2	Minor effect		MEDIUM	Competent supervision, training certification, method/risk assessments, safe work procedures training, toolbox talks.	Change method, mitigate	
4	Med damage, stoppage (On site repair) medium cost R1000 – 5000	4	Serious effect (Short term)		HIGH	Competent supervision, training certification, method/risk assessments, safe work procedures training, toolbox talks.	Change method, mitigate.	
8	More serious damage // loss / delay <R5000 - +	8	Very serious effect (Long Term)		CRITICAL	Close competent supervision, training certification, method/risk assessments, safe work procedures, PJO's, work permits, training, and toolbox talks.	Intolerable, change method, transfer risk.	
10	Severe damage, long term stoppage, high costs	10	Catastrophic effect					

ACTIVITY	ACTIVITY	POSSIBLE RESULT/HAZARD	RISK EVALUATION					PREVENTATIVE MEASURES	CONTROLS	PJO	
			A	B	C	D	R			RIGHT	WRONG
1.	Excavate pole, stay and strut holes.(Hand-digging).	<ul style="list-style-type: none"> Several body injuries. Eye injuries. Possible fall. 	2	4	8	0	14	<ul style="list-style-type: none"> PPE – Hardhat, safety shoes, gloves, goggles and full overall. Barricade pole holes. 	Contractor responsible person.		
2.	Excavate pole, stay and strut holes. (Drilling).	<ul style="list-style-type: none"> Several body injuries. Eye injuries. Hearing injuries of loud noise. Inhale of dust. Possible fall 	4	4	8	2	18	<ul style="list-style-type: none"> PPE – Hardhat, safety shoes, gloves, goggles, full overall, dust mask and hearing protection equipment. Barricade pole holes. Use of water during drilling proses to reduced dust. Barricade safe distance around drilling proses to protect community. 	Contractor responsible person		
3.	Erect wooden poles, stay and struts and backfill and compact pole, stay and strut holes.	<ul style="list-style-type: none"> Several body injuries. Swinging of wooden poles. Ingesting of creosote can lead to Burning in mouth, throat as well as stomach pain, damage to the kidney and liver disease, seizures, skin irritation similar to chemical burns, rashes, mental disarray and death. Creosote treated products can cause skin and scrotum cancer. Eye irritation and can lead to blindness. 	10	2	10	0	22	<ul style="list-style-type: none"> PPE – Hardhat, safety shoes, gloves, dust mask and full overall. Use of ropes to secured poles during erection. Cleaning liquid for creosote on skin Eye drips for protection against possible eye irritation of creosote and immediate medical care. Immediate medical care after contact with and ingest of creosote. Used of gloves. Barricade safe distance around the erection proses to protect community. 	Contractor responsible person		
4.	Install MV and LV stays.	<ul style="list-style-type: none"> Several body injuries. Possible fall. Ingesting of creosote can lead to Burning in mouth, throat as well as stomach pain, damage to the kidney and liver disease, seizures, skin irritation similar to chemical burns, rashes, mental disarray and death. 	10	2	10	0	22	<ul style="list-style-type: none"> PPE – Hardhat, safety shoes, gloves, full overall and safety belt/harness. Safety chain/belt/ strap to secure ladder against pole. Cleaning liquid for creosote on skin Eye drips for protection against possible eye irritation of creosote and immediate medical care. Immediate medical care after contact with and ingest of creosote. Used of clovers. 	Contractor responsible person		

		• Creosote treated products can cause skin and scrotum cancer. • Eye irritation and can lead to blindness.						
5.	Assemble the MV structure and the Arial bundle conductor.	• Several body injuries. • Possible fall. • Ingesting of creosote can lead to Burning in mouth, throat as well as stomach pain, damage to the kidney and liver disease, seizures, skin irritation similar to chemical burns, rashes, mental disarray and death. • Creosote treated products can cause skin and scrotum cancer. • Eye irritation and can lead to blindness.	10	2	10	0	22	<ul style="list-style-type: none"> • PPE – Hardhat, safety shoes, gloves, full overall and safety belt/harness. • Safety chain/belt/ strap to secure ladder against pole. • Cleaning liquid for creosote on skin • Eye drips for protection against possible eye irritation of creosote and immediate medical care. • Immediate medical care after contact with and ingest of creosote. • Used of cloves.
6.	Assemble and install MV links	• Several body injuries. • Possible fall. • Ingesting of creosote can lead to Burning in mouth, throat as well as stomach pain, damage to the kidney and liver disease, seizures, skin irritation similar to chemical burns, rashes, mental disarray and death. • Creosote treated products can cause skin and scrotum cancer. • Eye irritation and can lead to blindness.	10	2	10	0	22	<ul style="list-style-type: none"> • PPE – Hardhat, safety shoes, gloves, full overall and safety belt/harness. • Safety chain/belt/ strap to secure ladder against pole. • Cleaning liquid for creosote on skin • Eye drips for protection against possible eye irritation of creosote and immediate medical care. • Immediate medical care after contact with and ingest of creosote. • Use of cloves.
7.	Run out and string bare overhead line conductor.	• Several body injuries. • Possible fall. • Eye injuries	10	2	10	0	22	<ul style="list-style-type: none"> • PPE- Hardhat, safety shoes, glove, goggles, full overall. • Cleaning liquid to clean hand after working with aluminium.

		<ul style="list-style-type: none"> • Damage of overhead line conductor. • Aluminium has a toxic effect on human Body. It damage the nervous systems and attack the brain. It has been link to Anaemia, memory defects, memory loss, headaches, irritability, insomnia, learning disability, dementia, mental confusion and more severely, Alzheimer's, Lou Gehrig's and Parkinson's diseases. 				22	<ul style="list-style-type: none"> • Regular testing for aluminium level in body. • Used of gloves. • Gaud against damage of overhead line at road crossings and pedestrians 			
8.	Install of pole mounted transformers, surge arrestors and MV fuse production units.	<ul style="list-style-type: none"> • Several body injuries. • Possible fall. • Ingesting of creosote can lead to Burning in mouth, throat as well as stomach pain, damage to the kidney and liver disease, seizures, skin irritation similar to chemical burns, rashes, mental disarray and death. • Creosote treated products can cause skin and scrotum cancer. • Eye irritation and can lead to blindness. • Aluminium has a toxic effect on human Body. It damage the nervous systems and attack the brain. It has been link to Anaemia, memory defects, memory loss, headaches, irritability, insomnia, learning disability, dementia, mental confusion and more severely, Alzheimer's, Lou Gehrig's and Parkinson's diseases. 	10	2	10	0	22	<ul style="list-style-type: none"> • PPE – Hardhat, safety shoes, gloves, full overall and safety belt/harness. • Safety chain/belt/ strap to secure ladder against pole. • Cleaning liquid for creosote on skin • Eye drips for protection against possible eye irritation of creosote and immediate medical care. • Immediate medical care after contact with and ingest of creosote. • Use of gloves. • Cleaning liquid to clean hand after working with aluminium. • Regular testing for aluminium level in body. 	Contractor responsible person.	

9.	Excavate trenches for three point star earth electrodes, install electrodes and compact.	<ul style="list-style-type: none"> • Several body injuries. • Eye injuries. • Possible fall. 	2	4	8	0	14	<ul style="list-style-type: none"> • PPE – Hardhat, safety shoes, gloves, full overall and safety belt/harness. • Safety chain/belt/ strap to secure leader against pole. 	Contractor responsible person.		
10.	Install split meter pole top distribution boxes and connect meters.	<ul style="list-style-type: none"> • Several body injuries. • Possible fall. • Ingesting of creosote can lead to Burning in mouth, throat as well as stomach pain, damage to the kidney and liver disease, seizures, skin irritation similar to chemical burns, rashes, mental disarray and death. • Creosote treated products can cause skin and scrotum cancer. • Eye irritation and can lead to blindness. • Aluminium has a toxic effect on human Body. It damage the nervous systems and attack the brain. It has been link to Anaemia, memory defects, memory loss, headaches, irritability, insomnia, learning disability, dementia, mental confusion and more severely, Alzheimer's, Lou Gehrig's and Parkinson's diseases. 	10	2	10	0	22	<ul style="list-style-type: none"> • PPE – Hardhat, safety shoes, gloves, full overall and safety belt/harness. • Safety chain/belt/ strap to secure ladder against pole. • Cleaning liquid for creosote on skin • Eye drops for protection against possible eye irritation of creosote and immediate medical care. • Immediate medical care after contact with and ingest of creosote. • Use of cloths. • Cleaning liquid to clean hand after working with aluminium. • Regular testing for aluminium level in body. 	Contractor responsible person.		
11.	Connect pole top boxes to lv feeders.	<ul style="list-style-type: none"> • Several body injuries. • Possible fall. • Ingesting of creosote can lead to Burning in mouth, throat as well as stomach pain, damage 	10	2	10	0	22	<ul style="list-style-type: none"> • PPE – Hardhat, safety shoes, gloves, full overall and safety belt/harness. • Safety chain/belt/ strap to secure ladder against pole. • Cleaning liquid for creosote on skin 	Contractor responsible person.		

		<p>to the kidney and liver disease, seizures, skin irritation similar to chemical burns, rashes, mental disarray and death.</p> <ul style="list-style-type: none"> • Creosote treated products can cause skin and scrotum cancer. • Eye irritation and can lead to blindness. • Aluminium has a toxic effect on human Body. It damage the nervous systems and attack the brain. It has been link to Anaemia, memory defects, memory loss, headaches, irritability, insomnia, learning disability, dementia, mental confusion and more severely, Alzheimer's, Lou Gehrig's and Parkinson's diseases. 					12	<ul style="list-style-type: none"> • Eye drops for protection against possible eye irritation of creosote and immediate medical care. • Immediate medical care after contact with and ingest of creosote. • Use of cloths. • Cleaning liquid to clean hand after working with aluminium. • Regular testing for aluminium level in body. 		
12.	Test and commission infrastructure.	<ul style="list-style-type: none"> • Possible shock. • Possible faults. • Possible trips. 	4	0	8	0	12	<ul style="list-style-type: none"> • All testing and commissioning done according to SANS 0142 and ESKOM regulations. 	Contractor responsible person	
13.	Test and commission house connection.	<ul style="list-style-type: none"> • Possible shock. • Possible faults. • Possible trips. 	4	0	8	0	12	<ul style="list-style-type: none"> • All testing and commissioning done according to SANS 0142 and ESKOM regulations. 	Contractor responsible person	
14.	Site office and yard.	<ul style="list-style-type: none"> • Several body injuries. • Damage of equipment. • Damage of material. 	4	2	8	2	16	<ul style="list-style-type: none"> • Wooden pole must be stored in a proper way and according to sizes. • Line and Aerial bundle contactor must be stored in a proper way and according to sizes. • All other material and equipment must be stored in a proper way and according to sizes and type. 	Contractor responsible person	

15.	Life line connection.	<ul style="list-style-type: none"> • Possible shock. • Possible faults. • Possible trips. 	8	2	10	2	22	<ul style="list-style-type: none"> • Life line work must be done according to ESKOM specifications and ORHVS regulations 	Contractor responsible person.		
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Other possible risks you need to consider.

1. Existing services
2. Interface with the public – roads and pavements
3. Hazardous chemical such as solvents, cleaning agents, cement, fuels, oils, epoxies, etc.
4. Electrical installations (temporary and permanent)
5. Site security and access control issues
6. Finishing trades

2.5.2 Unforeseeable Hazards

The Principal Contractor must immediately notify Contractors as well as the Client, in writing, of any hazardous or potentially hazardous situations that may arise during the performance of construction activities so that the necessary precautions may be taken before such work begins.

2.6 Site Operational Requirements

2.6.1 Health and Safety Representative(s)

The Principal Contractor and all Contractors must ensure that Health and Safety Representative(s) are appointed under consultation with the employees. The H&S representatives must be competent to carry out their functions. The appointments must be in writing. The Health and Safety Representatives should carry out monthly inspections, keep records of the inspections and report all findings to the Responsible Person or safety officer forthwith and at monthly health & safety committee meetings. At least one Health & safety representatives is required by all Employers on site.

2.6.2 Health and Safety Committees

The Principal Contractor must ensure that project health and safety committee meetings are held monthly with minutes kept. Meetings must be chaired by the Principal Contractor's Responsible Person [CR 7(1) person]. All Contractors' Responsible Persons and Health & Safety Representatives must attend the Principal Contractor's monthly health & safety meetings. The Principal Contractor's appointed supervisors must also attend health & safety meetings. The following topics must be tabled at meetings: management appointments and risk management portfolios; sub-contractor legal compliance issues; injuries and incidents; hazards and risk assessments (present and foreseen); safety procedures; method statements for upcoming activities; planned inspections and registers/record keeping, etc. The committee chairperson must sign off and date the minutes.

2.6.3 Health and Safety Training

2.6.3.1 Induction

The Principal Contractor must ensure that all site personnel including all sub-contractors undergo the agreed health & safety induction training session held and managed by the P/Contractor before any worker starts work on the project. A record of attendance must be kept in the health & safety file. Workers must carry proof of inductions on their person while on site i.e. identification passport cards or similar to be agreed.

2.6.3.2 Awareness

The Principal Contractor must ensure that, on site, periodic toolbox health & safety talks take place at least once every two weeks. All site personnel including all sub-contractors must attend safety talks at such intervals and keep proof thereof. These talks should deal with risks relevant to the construction work at hand i.e. they should be based on the job-specific risk assessments and safe work procedures. Records of attendance must be kept in the P/contractor's health & safety file. All contractors' employees must attend safety awareness toolbox talks carried out by their supervisors, the attendance registers must be copied to the Principal Contractor together with information on the information discussed at the session.

2.6.3.3 Competence

All competent persons must have the knowledge, experience, training, and qualifications specific to the work they have been appointed to supervise, control and/or carry out. This must be assessed on a regular basis e.g. training, evaluation, and periodic audits by the Client, progress meetings, etc. The Principal Contractor is responsible to ensure that Competent Contractors are appointed to carry out construction work on site.

2.6.4 Health & Safety Audits, Monitoring and Reporting

The Principal Contractor is obligated to conduct monthly audits on all Contractors appointed by it and keep audit reports in its health & safety file. Contractors have to audit their sub-contractors and keep records of these audits in *their* health & safety files, made available on request. The Client/Agent will conduct monthly audits on the Principal Contractors' safety management plan.

2.6.5 Emergency Procedures

The procedure must detail the response procedures including the following key elements:

List of key competent personnel;

Details of emergency services;

Actions or steps to be taken in the event of the specific types of emergencies; Evacuation procedures: including routes and exits to be available on a drawing. Emergency procedure(s) must include, but shall not be limited to: fire; spills; injury to employees; damage to material / equipment / plant; use of hazardous substances; bomb threats; major incidents/injuries; evacuation; etc. The Principal Contractor must advise the Client in writing forthwith, of any emergency situations, together with a record of action taken/action to be taken. A contact list of all service providers (Fire Department, Ambulance, Police, Medical and Hospital, etc.) must be maintained and made available to site personnel. The emergency plan will need to be reviewed from time to time as conditions/environment changes i.e. as building work increases in extent.

2.6.6 First Aid Boxes and First Aid Equipment

The Principal Contractor and all Contractors must appoint First Aider(s) in writing. The Principal Contractor must appoint at least one First Aider to start with, which first aider must be certificated. Copies of valid certificates are to be kept on site. The Principal Contractor must provide at least 1 (one) first aid box, adequately stocked at all times. Due to the nature of this project i.e. satellite work stations/areas, further first aid boxes must be provided close to the various work stations to allow for quick, effective treatment of injured persons. As the work progresses and the structure increases in height, extra first aid

2.6.7 Personal Protective Equipment (PPE) and Clothing

The Contractor must ensure that all site workers are issued with and wear the appropriate PPE as indicated in their risk assessments. The Contractors must make provision and keep adequate quantities of SANS approved PPE on site at all times according to their risk assessments. Safety harnesses are mandatory wherever work takes place in an elevated area where safe working platforms or ladders are not possible. Overalls clearly indicating the Contractor's logo must be worn and all sub-contractors must conform to this requirement. Eye protection must be worn by those working grinders, skill saws, high pressure water cleaners. Even those workers in close proximity to these operations will also be required to wear such eye protection.

Safe footwear will be required by all workers. A high visibility vest is mandatory on a Polokwane Municipality site.

Hard hats will be required by all workers, including those involved with internal work.

2.6.8 Occupational Health and Safety (OHS) Signage

The Principal Contractor must provide adequate on-site OHS signage. Including but not limited to: 'construction work - no unauthorised entry', 'beware of overhead work', 'hard hat area', first aid – to be posted up at all work areas/zones.

Signage must also be posted up at strategic locations to warn the public of diversions, alternative through ways and other irregularities caused by construction work (pedestrians and motorists).

Signs are also required as per law e.g. scaffolding and other potential risk areas/operations such as exposed edges and openings and trenches/excavations where persons are at work. Safety signs and awareness posters will also be required in strategic locations on site such as frequently used access routes, stairways and entrances to structures and buildings where the workers will continuously be made aware of health & safety. Health & safety signage must be well maintained including weekly inspections, cleaning, replacement and repair.

2.6.9 Public and Site Visitor Health & Safety

Public walkways and roadways must be kept clean and free of construction materials so as to prevent any negative impact on the public. Public roadways and walkways will have to be cleaned on a regular basis – daily inspections to be conducted by the Principal Contractor with action to be taken without delay (daily).

Site visitors must be briefed on the hazards they may be exposed to as well as what measures are in place or should be taken to control these hazards. The Construction Regulations require that a record of these 'inductions' be kept on site. It is advised that a visitor book with site rules leaflet be kept at the reception/site office and all visitors to be directed to such point where they must

read through the site safety information and sign the visitor book. It will be the Principal Contractor's prerogative to decide whether site visitors require supervision while on site. Visitor hard hats must be kept in the site office.

Where hoarding structures are required, such hoarding must be at least 1.8m high ready fence panels covered with shade cloth, secured in place and erected at a safe distance from the actual work. The public will also have to be diverted away from any demolition zones by means of signs and other suitable diversion methods. Glazed windows facing onto public walkways and roadways must be secured so as to prevent any risk of windows shattering and falling onto persons below. This may require boarding windows closed where the risk prevails. Where loading/offloading of equipment/plant/rubble/other materials takes place adjacent to public roadways or walkways, flagmen will be required to direct vehicles and pedestrians away from the loading area. Traffic cones or delineators will also be required demarcating the loading zone.

It is envisaged that mobile aluminium scaffolds and the like will be used extensively on site. These scaffolds will have to conform to the minimum requirements as set out in SANS 10085-2004 (A sketch. The maximum height of these scaffolds is not expected to be more than 6m and height to base width ratio are not seen to be a problem (2,5m x 2m frames will be adequate) It has also been identified that some work, especially on the will be directly over exits, shop entrances and public walkways. It is of utmost importance that all work takes place behind an appropriate set of hoarding, thus keeping the public well away from overhead work. Scaffolds will also need to be enclosed by means of readymade fence at all times, isolating any potentially hazardous activities to within the scaffold platform and structure. An opening will be permitted to allow workers to enter/exit the scaffold in order to access the working platform (by means of an access ladder fastened to the internal face of the frames). The Safety Agent reserves the right to impose such scaffold safety measures.

Walkways must be kept free of materials and must remain slip free. Due to the fact that water, detergents, wet cement, etc. will be used; slippery wet floors will be a risk and must be controlled as far as reasonable. Members of the public will probably have to be re-routed at times to allow for public walkway cleaning and drying. Signs will also have to be placed, warning members of the public of the risk – signs in isolation are however not an adequate safety measure deemed.

2.6.10 Access to Site

Where any permits are necessary from the local authorities, this will be the Principal Contractor's responsibility. The road surface of all public and private roadways and pavements/pedestrian walkways must remain in a reasonably clean state, free of excessive sand, stone, water or other construction related materials. The access gate(s) must be controlled and visitors must sign in and report to the site office for further instruction.

2.6.11 Night Work (After Hours)

No night work will be allowed within the hazardous zone on this project.

2.6.12 Transport of Workers

The Principal Contractor and other Contractors may not transport:
Persons together with goods or tools unless there is an appropriate area or section to store the tools or equipment;
Contractors must adhere to the National Road Traffic Act.

2.6.13 Construction Health & Safety Officer

A full-time construction manager (in terms of Construction Regulation 8) will be required on this project. The construction manager will be required to carry out at least the following duties:

- a) Health & safety audits and inspections on site including administrative and Physical audits of all Contractors' health & safety plans, files and activities, and record findings in the form of audit reports to be kept in the health & safety file;
- b) Assess, and finally approve contractor safety plans;

2.7 Physical Requirements

2.7.1 Deliveries, Waste Removal, Stacking/Storage of Materials

The Principal Contractor and other relevant contractors must ensure that there is an appointed stacking supervisor and all materials, formwork and all equipment is stacked and stored safely, on level, compact ground, out of access ways and no more than three times the minimum base width in height. Pallets of bricks may not be stacked more than two above each other and must be on timber pallets. No construction materials or equipment may be stacked or stored in public areas unless authorised by the client and fenced off as per the client's requirements. Waste materials must be kept within designated construction zones. The Principal Contractor will be responsible for co-ordinating and managing this function.

2.7.2 Fire Extinguishers and Fire Fighting Equipment

The Principal Contractor and relevant Contractors shall provide adequate, regularly serviced firefighting equipment located at strategic points on site, specific to the classes of fire likely to occur. The appropriate notices and signs must be posted up as required. A minimum of four 9kg dry chemical powder fire extinguishers must be available in and around the site office establishment and stores. Fire extinguishers must also be placed at all work zones/areas, in strategic locations. Wherever '*'hot work' is taking place, additional fire extinguishers must be on hand. Contractors are responsible for ensuring compliance with hot work procedures and must be in possession of method statements detailing the safe working procedures. '*'Hot work' includes all work that generates a spark or flame and may therefore result in a fire.

Further, during the finishing stages of the construction phase when the finishing trades are on site, fire extinguishers will be required at strategic locations within the work areas – to be supplied and managed by the Principal Contractor.

2.8 Plant, Machinery and Equipment

2.8.1 Fall Protection / Scaffolding or cherry picker / Working in elevated positions

Working at heights includes any work that takes place in an elevated position. The Principal Contractor must submit a risk-specific fall protection plan in accordance with the Construction Regulations (2014) before this work is undertaken.

All scaffolding must comply with the requirements of SANS 10085-2004. Scaffolding must be declared safe for use by a competent scaffold inspector who must complete the scaffold register. Inspections must then be carried out weekly, after bad weather, after any alterations, after an incident, and before dismantling. These scaffold inspections must be conducted by a trained certificated scaffold inspector. The Principal Contractor must keep all scaffold inspection registers on site. Full time scaffold erectors must be available on site

to carry out any scaffold erections, alterations and dismantling. No such work may be carried out by untrained personnel.

Should a scaffold contractor be appointed, the agreement between the two parties must be clearly set out in writing in terms of Section 37(2) of the OHS Act.

The Principal Contractor must also appoint one or more of its own supervisory members to supervise/co-ordinate scaffolding on site.

Working in elevated positions requires the preparation of a fall protection plan. The plan must include all relevant fall related risk assessments and safe work procedures. All persons working in elevated positions must be evaluated for physical and psychological fitness. The Principal Contractor and Contractors must explain their methodology in this regard. The Fall Protection Plan developer must be competent with a minimum qualification of NQF Level 4. These courses can be done through NOSA or any other accredited institution. All persons working in elevated positions must be informed of the risks and safety measures (in other words all workers must be trained on the fall protection plan, in the form of a toolbox safety talk) and records of this training/information session must be kept on site. See Regulation 8(2) of the Construction Regulations for further information to be included in the fall protection plan.

Work from elevated positions may only be conducted as if it were being conducted from a safe ladder or safe scaffold. All openings, edges, and the like must be adequately guarded (see 'edge protection and penetrations' above).

Where fall prevention or fall arrest devices are being used, the correct devices must be used for the intended purpose and they must be properly inspected and maintained. Workers must be trained in the use and maintenance of the fall prevention and arrest equipment/devices. Safety belts for fall arrest are prohibited. Full body harnesses must be worn. Where lifelines or other devices are required, such devices must be detailed in the fall protection plan of the Contractor concerned. Workers must have the opportunity to be secured from falling at all times – this is the responsibility of the Contractor concerned, but must be enforced by the P/Contractor. It is advised that a fall protection permit system be initiated on site with the aim of keeping control of contractors working in elevated locations.

Mobile scaffolds may not exceed 3 X their minimum base width in height and must be adequately boarded as per their loading requirement. Mobile scaffolds frame towers must be erected as per the manufacturers' requirements (copies of these erection specifications/data sheets must be available to the scaffold erectors and scaffold supervisor on site). A copy of the scaffold code of practise must available on site (SANS 10085-2004) Temporary gangways/elevated access walkways must comprise of at least three scaffold boards (675mm wide) with guardrails on either side when such walkways are above 2m from the ground. Such gangways and other platforms must be supported from below, preventing excessive loading and platform collapse.

2.8.2 Ladders and Ladder Work

The Principal Contractor must ensure that all ladders are: inspected daily with monthly records kept; in good safe working order; the correct height for the task; extend at least 1m above the landing; fastened and secured; and at a safe angle. Stepladders must be safe for use, must be the correct height for the task and the top two rungs may not be used. Records of inspections must be kept in a register on site. Only Fiberglas ladders to be used.

2.8.3 Electrical Installations and Portable Electrical Tools

The Client will ensure as far as possible that the Principal Contractor is made aware of the positions of all electrical power lines. The Principal Contractor must notify the Client should it not be sure of the location of any electrical power lines.

The Principal Contractor must comply with the Electrical Installation Regulations, the Electrical Machinery Regulations and the Construction Regulations (CR 24).

The Principal Contractor must keep a copy of the Certificate of Compliance (CoC) for its temporary electrical power supply. A revised CoC is required whenever the installation is altered or changed in any way. All temporary electrical installations must be inspected at least weekly by a competent person appointed in writing with records kept. Portable electrical tools and equipment must be visually inspected daily with records kept. It is advised that the P/Contractor appoints the electrical contractor to inspect the temporary electrical installation on a weekly basis with feedback given in a report so that any maintenance and repairs can be undertaken. Such appointed inspector must 'stop' or isolate any distribution board that is unsafe for use.

2.9 Occupational Health

2.9.1 Industrial Hygiene (exposure to physical and chemical stress factors)

Exposure of workers to occupational health hazards and risks is very common in any work environment, especially in construction. Occupational exposure is a major problem and all Contractors must ensure that proper health and hygiene measures are put in place to prevent exposure to these hazards. Prevent inhalation, ingestion, and adsorption through the skin of hazardous chemical substances.

2.9.1.1 Noise induced hearing loss is a highly underrated occupational condition. Occupational noise emitted by construction machinery and power tools must be controlled as far as possible by implementing engineering solutions such as noise dampening, regular maintenance, servicing and inspection, screening off the noise, and reducing the number of persons exposed. Personal protective equipment such as earmuffs and earplugs must also be used in conjunction with engineering controls so as to reduce noise exposure to below the acceptable levels.

2.9.1.2 Ergonomics is the study of how workers relate to their workstations. We advise the Principal Contractor and Contractors to take this into consideration when conducting risk assessments, thereby improving the worker-task relationship, which will in turn improve productivity and reduce chronic conditions such as back strains, joint problems and mental fatigue, amongst others.

2.9.3 Welfare Facilities

The Principal Contractor must supply sufficient toilets (1 toilet per 30 workers), clean, lockable changing facilities, hand washing facilities, soap, toilet paper, and hand drying material. Waste bins must be strategically placed around site and emptied regularly. Workers must not be exposed to hazardous materials/substances while eating and must be provided with adequate, sheltered eating areas complete with benches and tables. Stores may not double up a change rooms or mess areas.

2.9.4 Alcohol and other Drugs

No alcohol and/or other drugs will be allowed on site. No person may be under the influence of alcohol or any other drugs while on the construction site. Any person on prescription medication must inform his/her superior, who shall in turn report this to the Principal Contractor forthwith. Any person suffering from any illness/condition that may have a negative effect on his/her /anyone else's health or safety performance must report this to his/her superior, who shall in turn report this to the Principal Contractor forthwith. Any person suspected of being under the influence of alcohol or other drugs must be sent home immediately, to report back the next day for a preliminary inquiry. The Contractor concerned must follow a full disciplinary procedure and a copy of the disciplinary action must be forwarded to the Principal Contractor for its records.

2.9.5 Duties of Designers

A designer must ensure that he/she complies with the requirements of the Construction Regulation 6. Designers have a duty both to assist in health and safety during construction as well as post construction to ensure safe occupation of the structures concerned. This will include informing the Principal Contractor in writing of any known or anticipated dangers or hazards relating to the construction work, and making available all relevant information required for the safe execution of the work upon being designed or when the design is subsequently altered. Designers must ensure that the following information is included in a report and made available to the Principal Contractor:

PRIMARY HEALTH AND SAFETY COMPLIANCE

Project: Polokwane Municipality

ANNEXURE A

The Principal Contractor and Contractors must submit compliance with Annexure 'A' before commencing on work on site. **Compliance with Annexure 'A' must be maintained and proven to the Safety Agent at audits.**

HSS Item no.	Requirement	Legal Reference	Compliance required:
A1	Health & Safety Plan (H & S Plan)	Constructions Regs.	Within one weeks of receipt of these specifications
A2	Notification of intention to commence construction / building work	Complete schedule 1 (Construction Regs.)	Before commencement on site
A3	Assignment of responsible persons to supervise construction work	OHS Act ~ Section 16(2) appointee ~ all written appointments under the construction regulations 2014	Before commencement on site
A4	Competence of responsible persons in the form of CV's related work history of appointees	OHS Act ~ Section 16(2) appointee ~ all written appointments under the construction regulations 2014	Together with H & S Plan
A5	Compensation for occupational injuries and diseases – proof of registration and in good standing	COIDA or FEMA	Together with H & S Plan
A6	Health and safety organogram showing all safety management portfolios and positions	Client requirement	Together with H & S Plan
A7	Initial hazard identification and risk assessment document	Construction regulations	Together with H & S Plan
A8	Fall protection plan (first draft) as defined in the construction regulations also, see	Construction regulations	Together with H & S Plan

HSS = health & safety specifications

OHS Act = occupational health & safety Act

CR = construction regulations

COIDA = compensation for occupational injuries and diseases Act

ASSIGNMENT OF PRINCIPAL CONTRACTOR'S AND CONTRACTORS' RESPONSIBLE PERSONS

Project: Polokwane Municipality

ANNEXURE B

The Principal Contractor must make all the management appointments as set out below. Compliance with annexure 'B' to be maintained and proven to the safety agent at audits (Further appointments could become necessary as the project progresses).

Item no.	Appointment	Legal Reference	Requirement
B1	CEO Assignee	Section 16(2)	A competent person to assist the CEO in achieving compliance with the OHS Act – P/Contractor's / Contractor's Responsible person
B2	Construction Work Manager	CR 8(1)	A full time competent person to supervise and be responsible for health & safety related issues on site. The person is appointed by the Section 16(2)
B3	Assistant Construction Work Manager	CR 8(2)	A full time competent person(s) to assist the CR 8(1) appointee with daily supervision of construction work safety. One of the CR8(2) appointees must be designated to fulfill the role of the CR6(1) when such person is not on site. Make this clear in the appointment letter
B4	Health & Safety Representative(s)	Section 17	A competent person(S) to be appointed to represent the workforce in H & S matters. Reps may attend safety meetings, conduct monthly site audits, attend incident / injury investigations and make recommendations as far as H&S goes.
B5	Health & Safety Committee Member(s)	Section 19	H&S reps, site supervisors / foreman and the safety officer should make up the committee, with the CR8(1) appointee chairing the committee.
B6	Incident Investigator	GAR 9	A competent person to head up the investigation team and co-ordinate incident / injury investigation on site.
B7	Risk assessment co-ordinator	CR9	A competent person to co-ordinate the drafting / reviewing / distribution of risk assessments on behalf of the principal contractor. The same applies to contractors. NQF Level 5
B8	Fall protection plan co-ordinator	CR10	A competent person to co-ordinate the drafting / reviewing / distribution of Fall Protection Plan. The same applies to contractors. NQF Level 4
B9	Emergency plan co-ordinator	Contractor Needs to be in line with service stationERP	A competent person to co-ordinate the drafting / reviewing / distribution of the site emergency procedures / evacuation plan. Such person must be fulltime on site so as to take charge of emergency situations.

B10	First Aider(s)	GSR 3	A certified person to address first aid situations and take charge of injuries. Level 1 certificate
B11	Lifting machine and lifting tackle supervisor	DMR 18	A competent P/Contractor employee to co-ordinate the management of lifting machines and tackle, ensuring that such equipment is safe for use at all times, inspected when necessary and repaired when required. The operators, banks men and contractors to liaise with this person
B12	Scaffolding inspector	SANS 10085 – 2004	A competent person to inspect scaffolding before use and every time after bad weather, etc.
B13	Scaffold supervisor (P/Contractor)	SANS 10085 – 2004	A competent P/Contractor employee to supervise all scaffolding on site, ensuring that scaffolds are safe for use, inspected, extended / altered, repaired when required and that all trades are co-ordinated and authorised to work on such scaffolds
B14	Scaffoldieng erector	SANS 10085 – 2004	A competent person(s) to erect scaffolding – leader of the scaffold team
B15	Formwork & support supervisor (Temporary Works)	CR12	A competent person to supervise all formwork & support work erection & dismantling. This person must also ensure that the equipment is safe and that all the necessary inspections (pre, during, post & every day thereafter) are carried out & records kept by the competent inspectors. Design drawings must be available to this supervisor.
B16	Excavation supervisor / inspector	CR13	A competent person to supervise & inspect excavation work (daily) and ensure that excavations are safe. Records of inspections must be kept by this person.
B17	Ladder inspector	GSR13A	A competent person to inspect ladders daily and ensure they are safe for use, keeping monthly record.
B18	Stacking supervisor	CR28	A competent person to supervise all stacking and storage operations
B19	Explosive powered tools / inspector supervisor	CR21	A competent person to inspect & clean the tool daily, store the tool in a safe location, ensure that cartridges are signed out and in, and control all operations thereof.
B20	Temporary electrical installations inspector	CR24	A competent person to inspect all temporary electrical installations. Including weekly inspections and record keeping.
B21	Portable Electrical Tool Inspector	CR 24	A competent person to co-ordinate / inspect portable electrical tools, leads and plugs.
B22	Fire-fighting equipment inspector	CR29	A competent person to co-ordinate & inspect fire fighting equipment. Including ad-hoc checks and monthly inspections with records kept.

B23	Construction vehicles & mobile plant supervisor	CR23	A competent person(s) to co-ordinate the safety of all construction vehicles & mobile plant. Ensuring that daily inspections are done and records kept, that safety measures are in place, that operators are certified and authorised to operate and that maintenance and services are carried out when required.
B24	Construction safety officer	CR6(6)	A competent person to fulfill the functions as set out in these HSS

GENERAL COMPLIANCE REQUIREMENTS

Project: Polokwane Municipality

ANNEXURE C

The Principal Contractor and Contractors must comply with but not be limited to the requirements tabled below: Prove compliance with annexure 'C' at audits conducted by the safety agent.

Item no.	What	When	Output	Reviewed by Client Agent
C1	Construction – phase Health & Safety Plan	Monthly review	Principal Contractor to indicate the status of Contractors health & safety plans	
C2	Health & Safety File(s)	Open file when construction begins and maintain throughout	Have file on hand at audits. Contractors to report on their file at monthly health & safety audits by the Principal Contractor.	
C3	OHS Act and relevant Regulations	Monthly review	To be kept in the health & safety file on site.	
C4	Health & Safety Induction training, PTW Procedures & SKM Passport System	Every worker before he/she starts work	Attendance registers to be kept	
C5	Awareness Training (Tool Box Talks)	At least once a week	Attendance registers to be kept	
C6	Health & Safety Meetings	Monthly	Meeting minutes to be kept	
C7	Health & Safety Reports & PI / NM	Monthly	<p>Report covering:</p> <ul style="list-style-type: none"> • Incidents / injuries and investigations • Non conformances by employees & Contractors – reports • Internal H&S audit reports 	
C8	Audits on contractors	Monthly	<p>Report covering:</p> <ul style="list-style-type: none"> • H&S File / Plan • WCA status • Appointment letters • Section 37(2) agreements • Risk assessment & safe work procedures • Physical site inspection • Any other contractor specific requirements 	
C9	Emergency procedure	Monthly evaluation procedure of	Compile written procedure as well as tel. Numbers	

C10	Risk assessments & fall protection plan	Updated and signed off	Documented assessments to be available	
C11	Method statements	Drawn up and distributed before workers are exposed to the risks	Documented set of method statements reviewed and signed off.	
C12	General Inspections	Daily	<p><u>Report OHS Act compliance:</u></p> <ul style="list-style-type: none"> • Excavations • Portable electrical tools • Formwork & support work • Explosive powered tools 	
C13	General Inspections	Daily	<ul style="list-style-type: none"> • Scaffolding • Temporary Electrical Installations 	
C14	General Inspections	Monthly	<ul style="list-style-type: none"> • Fire fighting equipment • Ladders 	
C15	General Inspections	Monthly	<ul style="list-style-type: none"> • Lifting tackle • Oxy-acetylene cutting & welding sets • Fall prevention and arrest equipment 	
C16	General Inspections	6-Monthly	<ul style="list-style-type: none"> • Lifting machines 	
C17	Load tests / performance tests	Annually / once erected, before use	<ul style="list-style-type: none"> • Lifting machines 	
C18	List of Contractors	List to be updated weekly	Compile a list of contractors: Name, supervisor, company tel. Numbers and trade.	
C19	Workman's Compensation	Ongoing	Compile a list of Contractors workman's Compensation proof of good standing.	
C20	Construction site rules & Section 37(2) Mandatary Agreements	Ongoing	Compile a list of all signed up Mandataries. Proof of agreement documents to be kept in H&S file.	

OCCUPATIONAL HEALTH & SAFETY – HEALTH & SAFETY COSTS TO BE INCLUDED IN THE PRINCIPAL CONTRACTOR'S / CONTRACTORS' PRICE

Project: Polokwane Municipality

ANNEXURE D

In terms of the Construction Regulations (2014), it is the Client's duty to ensure that the cost for health & safety has been provided for by the Principal Contractor, before appointment.

Acting on behalf of our Client, we require the following health & safety costs to be included by the Principal Contractor. It must be made very clear that these are just some of the health & safety costs to be included in your tender price. It is the duty of the Principal Contractor and Contractors to ensure that all aspects of the Occupational Health & safety Act 85/1993 and Construction Regulations are catered for.

Pricing for Occupational Health and Safety measures should include the following if applicable:

ITEM	DESCRIPTION
1	Supply of all items of Personal Protective Clothing/Equipment & ensure use thereof for full compliance
1.1	Steel toe capped safety boots
1.2	Overalls
1.3	Reflective vests(high visibility)
1.4	Hard hats
1.5	Dust masks
1.6	Hearing protection
1.7	Hand gloves
1.8	Any other :Principal Contractor to specify
2	Supply and provision of Equipment for working at Heights & ensure use thereof for full compliance
2.1	Fall protection equipment (Safety Harness)
2.2	Double lanyard harness
2.3	Fall protection plan
2.4	Scaffolding access ladders/toe boards/hand rails
2.5	Portable Ladders
2.6	Any other: Principal Contractor to specify :
3	Barricading: Supply & install, including removal upon completion to ensure full compliance to legislation
3.1	Rigid type barricading
3.2	Temporary fence barricading along perimeter of excavated area
3.3	Danger tape pre-warning tape
3.4	Any other: Principal Contractor to specify :
4	Related Training
4.1	First Aid Training
4.2	Health and Safety Representative training
4.3	Emergency Rescue training(Height)
4.4	Hazard Identification Training
4.5	Training of Personnel working at heights
4.6	Construction Plant Training
4.7	Legal Liability(OHSACT) Training
4.8	COID ACT Training
4.9	Scaffold Erector and Inspector Training
4.10	Any other: Contractor to specify : Working at elevated
5	Occupational Health and Safety Administration
5.1	Develop of a Site Specific Health and Safety Plan and Hazard and Risk Assessment by Competent person.
5.2	Develop of Fall Protection and Rescue Plan by a Competent Fall Protection Plan Developer.

5.3	Competent Occupational Health and Safety Officer/Consultant.
6	Medical Surveillance
6.1	Medical Certificates of fitness for all Employees by an Occupational Health Practitioner.
6.2	Medical Certificates of fitness for all EPWP Employees by an Occupational Practitioner during the duration of the Construction Project.
7	Facilities and Equipment
7.1	Sanitary facility for each sex and for every 30 workers.
7.2	Changing facilities for each sex.
7.3	Sheltered eating areas
7.4	First aid boxes
7.5	Fire extinguishers
7.6	Waste bins
8	Safety Signage
8.1	Sufficient and adequate safety signage on constructions site and at all flammable stores.

ANNEXURE E

The Occupational health and Safety File must consist out of the following documentation:

INDEX

1	Appointment Letter from Polokwane Municipality.
2	Notification of Construction work.
3	Letter of Good standing - COID
4	Copy of Public Liability Insurance Policy and UIF Registration
5	Health and Safety Specifications
6	Scope of Work
7	Tool and Machinery list
8	Method Statement of all work that will be conducted.
9	Risk Assessment Guide / Procedure
10	Baseline Risk Assessments
11	Safe Work Procedures for all Risks
12	Health and Safety Information from Designer
13	Medical Certificates
14	All Health and Safety Related Policies
15	Section 37.2 Agreements
16	Induction Training Information
17	Site Specific Emergency numbers and Emergency Plan
18	Site Specific Fall Protection and Rescue Plan
19	Site Specific Health and Safety Plan
20	Incident / Accident Management Control
21	Traffic Management Plan
22	Contractor Control Procedures
23	Environmental Management
24	Hazardous Chemical Substance Register and MSDS
25	Example of Monthly Health and Safety Report
26	Health and Safety Organogram
27	Occupational Health and Safety (Construction) Appointments – With Competencies
28	Certificates for all lifting equipment
29	Sample of all registers that will be used on site.
30	Copy of Construction Building Plans (A4)
31	Copy of the Occupational Health and Safety Act and Construction Regulations 2014

ANNEXURE F

**OCCUPATIONAL HEALTH AND SAFETY ACT, 1993
(Regulation 4 of the Construction Regulations. 2014)**

NOTIFICATION OF CONSTRUCTION WORK

1. (a) Name and postal address of principal contractor:

(b) Name and tel. No of principal contractor's contact person:

2. Principal contractor's compensation registration number:

3. (a) Name and postal address of client:

(b) Name and tel. No of client's contact person or agent:

4. (a) Name and postal address of designer(s) for the project:

(b) Name and tel. No of designer(s) contact person:

5. Name and telephone number of principal contractor's construction supervisor on site appointed in terms of regulation 8(1).

6. Name/s of principal contractor's sub-ordinate supervisors on site appointed in terms of regulation 8(2).

7. Exact physical address of the construction site or site office:

8. Nature of the construction work:

9. Expected commencement date: _____

10. Expected completion date: _____

11. Estimated maximum number of persons on the construction site.

Total: _____ Male: _____ Female: _____

12. Planned number of contractors on the construction site accountable to principal Contractor: _____

13. Name(s) of contractors already selected.

Principal Contractor

Date

Client's Agent (where applicable)

Date

Client

Date

➤ THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR **PRIOR TO COMMENCEMENT** OF WORK ON SITE.

Copies:

1. Original to **Department of Labour**

POLOKWANE MUNICIPALITY

C4 Site Information

1. GENERAL

1.1 Documentation

The documentation included in this section describes the site as at the time of tender to enable the Tenderer to price his tender, furthermore to decide upon his method of working and programming and to evaluate his risks.

1.2 Information

Only actual information about physical conditions of the site and its surroundings (if any available) is included in this Site Information and interpretation thereof is a matter for the Tenderer.

1.3 Site Location

The mast positions will be indicated.

Ward 3	-
Ward 6	-
Ward 27	-
Ward 31	-
Ward 34	-

2. SITE INFORMATION

2.1 Records and Test Results

2.1.1 Subsoil records

No information available.

2.1.2 Borehole records

N/A

2.2 Reports on Physical Conditions

2.2.1 Mapping

N/A

2.2.2 Hydrographic data

N/A

2.2.3 Hydrological information

N/A

2.3 Publicly available Information

2.3.1 Published papers and interpretation of geotechnical information

N/A

2.4 Information about services below the surface of the site

2.4.1 Water

Not available on site.

2.4.2 Sewage

Not available on site.

2.4.3 Electricity

Not available on site.

2.4.4 Gas

Not available on site.

2.4.5 Communications

Not available on site.

2.5 Information about adjacent main infrastructure

2.5.1 Buildings

Unavailable.

2.5.2 Structures

Unavailable.

2.5.3 Internal Roads

Unavailable.

2.5.4 Restrictions for Heavy Loads

Unavailable.

2.6 Atmospheric criteria

Unavailable.

2.7 Environmental criteria

Unavailable.