



**WINNIE MADIKIZELA MANDELA LOCAL MUNICIPALITY**

**REFURBISHMENT OF LOW VOLTAGE LINES IN EXTENSION 4**

**WMM LM 00081 R LV**

**CIDB CATEGORY 3 EP OR HIGHER**

<b>BID SUM</b>	
<b>NAME OF BIDDER</b>	
<b>ADDRESS OF BIDDER</b>	
<b>TELEPHONE</b>	
<b>EMAIL</b>	
<b>CONSTRUCTION DURATION</b>	<b>6 months (Exclusive of holidays &amp; Weekends)</b>

**BID CLOSING DATE: 12:00: 30 December 2022**

**Issued by:**

Winnie Madikizela Mandela Local Municipality

Winnie Madikizela Mandela Street

Mbizana

4800

Contact Person: L. Gwala

## GENERAL BID INFORMATION

ESTIMATED CIDB CONTRACTOR GRADING	:	3 EP or Higher
CLARIFICATION MEETING	:	N/A
VENUE FOR CLARIFICATION MEETING	:	Winnie Madikizela Mandela Facebook page
CLOSING DATE	:	30 December 2022
CLOSING TIME	:	12h00
CLOSING VENUE	:	N/A
INSTRUCTIONS	:	Email Bid documents to <b>tenders.scm@mbizana.gov.za</b>
DOCUMENT FEE	:	Documents can be downloaded from <b>www.etenders.gov.za</b>

## **T2.1 SCHEDULE OF COMPULSORY RETURNABLES**

The Bidder to provide, complete and sign the documents listed below as part of the Bid submission:

ITEM	DESCRIPTION	Bidder to Tick
	Returnable documents required for Bid evaluation purposes	
A1	Authority To Sign Documents	
A2	Signed Clarification Meeting Certificate	
A3	Certificate Of Authority For Joint Ventures (only if Bidder is a JV)	
A4	Certified copies of ID of company owners or Directors Schedule Of Work Experience Of Bidder	
A5	Certified copy of Company Registration documents	
A6	Certified copy of BBBEE certificate	
A7	Copy of SARS Tax PIN	
A8	Certified copy of municipal rates	
9	MBD Forms	
A10	Compulsory Enterprise Questionnaire	
A11	CIDB Certificate	
12	Signed Form of Offer	
A13	Completed Bill of Quantities	

**NB: BIDDERS MUST COMPLETE THESE DOCUMENTS / DATA SHEETS / FORMS IN BLACK INK**



**CONTRACT NO: WMM LM 00081 R LV**

**INVITATION FOR REFURBISHMENT OF LV LINES IN EXTENSION 4**

Bid proposals are hereby invited from suitably qualified and accredited service providers who are interested in Refurbishment of LV Lines in Extension 4 the minimum CIDB grading of 3 EP is required.

Bid documents can be downloaded from e-tender portal website. ([www.etenders.gov.za](http://www.etenders.gov.za)).

Proposals will be evaluated on functionality as follows:

Evaluation Criteria	Total Points
1. Previous Experience	30
2. Company affiliation	10
3. Key Personnel	35

Bids should score a minimum of 70% for functionality in order to be considered for further evaluation.

The bids will be evaluated on the 80/20 preferential points system

Failure to submit the following fully completed document(s) will render the bid null and void:

- A copy of Entity Registration Documents, Certified ID Copy(ies) of Director(s) (not older than 3 months), CSD Registration
- Entity Tax Compliance Status PIN & Entity Tax Reference Number (in writing, both on the company profile or any entity document with a letterhead and letter as issued by SARS)
- Bid documents MBD1, MBD4, MBD6.1, MBD6.2, MBD6.4, MBD 8 and MBD 9
- Billing Clearance Certificate or Statement of Municipal Accounts confirming that no undisputed municipal accounts are overdue by more than 30 days and letter signed by the bidder declaring that all accounts have been disclosed and no account is more than 30 Days in areas
- A certified copy or Original BBBEE Status Level Certificate or original affidavit
- In case of a joint venture, an original valid Tax Compliance Document of both partners should be submitted as well as a signed agreement by both parties clearly indicating the lead partner
- A bank stamped or signed letter from the bank indicating total or average cashflows over the past 12 months which must not be older than 6 months from the date of the advert

**Closing date: All tenders must be emailed to [tenders.scm@mbizana.gov.za](mailto:tenders.scm@mbizana.gov.za) by no later than 12H00 on the 30 December 2022 after which they will be opened. All tenders must be clearly marked the Name of the project and Reference number indicated above.**

No late, incomplete, facsimile or hand delivered bids will be accepted for consideration. The only or lowest bid received shall not necessarily be accepted. Winnie Madikizela-Mandela Local Municipality reserves the right to accept part or full bid.

For technical enquiries, please contact Mr. L. Gwala at (039) 251 0230, Ext. 2068, email: [gwalal@mbizana.gov.za](mailto:gwalal@mbizana.gov.za) only during working hours.

For Supply Chain Management related enquiries, please contact Mr. Z. Khala at (039) 2510230, Ext. 2113, email: [khalaz@mbizana.gov.za](mailto:khalaz@mbizana.gov.za) during working hours

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**Mr. L. Mahlaka**  
**MUNICIPAL MANAGER**

## LETTER OF CONSENT

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The Municipal Manager  
Winnie Madikizela-Mandela Local Municipality  
P.O. Box 12  
Bizana  
4800  
Sir/Madam

### **Granting of authority to request information from any legal entity relevant to this Bid**

I/we acknowledge that the information herein contained shall constitute the basis on which my/our Bid is to be considered. I/we grant approval that any source regarding this Bid may be fully investigated and that all such information shall be of material value to Winnie Madikizela-Mandela Local Municipality and directly relevant to the consideration of my/our Bid.

I/we \_\_\_\_\_ grant my/our consent to such source to provide confidential information.

I/we warrant that all the information herein contained is to the best of my/our knowledge and belief true and correct in all material respects and I/we am /are not aware of any information which, should it become known to the Winnie Madikizela-Mandela Local Municipality, would affect the consideration of my/our Bid in any way.

The Winnie Madikizela-Mandela Local Municipality wishes to inform you that all information regarding your personal matters is treated as strictly confidential.

Please tick the appropriate box.

<input type="checkbox"/>	<b>I/We hereby consent to the above</b>
<input type="checkbox"/>	<b>I/We hereby withhold consent and fully understand the implications and ramifications my/our decision and will not hold the Winnie Madikizela-Mandela Local Municipality responsible for not considering my/our Bid.</b>

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Name of the Witness**

**Signature:**

**Date**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)</b>					
BID NUMBER:		CLOSING DATE:	30 December 2022	CLOSING TIME:	12
DESCRIPTION	<b>LOW VOLTAGE LINES UPGRADE</b>				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					
BID RESPONSE DOCUMENTS MUST BE EMAILED TO					
Tenders.scm@mbizana.gov.za					
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes  <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT  <input type="checkbox"/> Yes  <input type="checkbox"/> No		
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?  <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]		
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE		R
SIGNATURE OF BIDDER	.....		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>			<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>		
DEPARTMENT			CONTACT PERSON		
CONTACT PERSON			TELEPHONE NUMBER		
TELEPHONE NUMBER			FACSIMILE NUMBER		
FACSIMILE NUMBER			E-MAIL ADDRESS		
E-MAIL ADDRESS					

**PART B**  
**TERMS AND CONDITIONS FOR BIDDING**

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

**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: .....

**GENERAL CONDITIONS OF CONTRACT**

**TABLE OF CLAUSES**

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**1. Definitions**

1. The following terms shall be interpreted as indicated:
  - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 "Day" means calendar day.
  - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
  - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
  - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
  - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
  - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.



## ***Low Voltage Lines Upgrade***

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

## **2. Application**

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

## **3. General**

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

## **4. Standards**

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

## **5. Use of contract documents and information inspection**

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

**6. Patent Rights**

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

**7. Performance security**

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

**8. Inspections, tests and analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

**9. Packing**

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

**10. Delivery and documents**

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

**11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental Services**

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
  - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

## **14. Spare parts**

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

## **15. Warranty**

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

## **16. Payment**

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

## **17. Prices**

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

## **18. Variation orders**

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

**19. Assignment**

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

**20. Subcontracts**

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

**21. Delays in the supplier's performance**

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.
- 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

**22. Penalties**

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

**23. Termination for default**

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) if the supplier fails to perform any other obligation(s) under the contract; or
  - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.

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- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
  - (ii) the date of commencement of the restriction
  - (iii) the period of restriction; and
  - (iv) the reasons for the restriction.

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

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

## **24. Antidumping and countervailing duties and rights**

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

## **25. Force Majeure**

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

## **26. Termination for insolvency**

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

## **27. Settlement of Disputes**

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - (b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

**28. Limitation of Liability**

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

**29. Governing language**

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

**30. Applicable law**

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

**31. Notices**

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

**32. Taxes and duties**

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

**33. Transfer of contracts**

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

**34. Amendment of contracts**

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

**35. Prohibition of restrictive practices**

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

## **SPECIAL CONDITIONS OF CONTRACT**

1. No bid shall be considered, unless it is submitted on the attached bidding documents.
2. Bids shall be adjudicated in terms of the Supply Chain Management Policy of Mbizana Municipality.
3. The point allocation used for the adjudication of this bid is provided on MBD 6.1.
4. No preferential points will be allocated to a bidder, unless claimed on form MBD 6.1 and certified as correct by the authorized representative of the bidder.
5. Failure to complete the forms in every aspect as requested may invalidate the bid.
6. Bidders must initial every page of the document.
7. The acceptance of a bid shall be subject to the approval of the Bid Adjudication Committee, without which approval no contract shall be entered into.
8. All prices must be in South African currency.
9. Proposals must remain valid for a period of 90 days from closing date for submission of bids.
10. The closing date and time for submission of bids is as indicated in the notice calling for bidders (MBD1).
11. No bid received after the closing date will be considered.
12. No bid submitted by facsimile, telex, telegram or electronic mail will be considered.
13. Bidders will not be informed whether they have been successful, but the name of the successful bidder will be published on the municipal website.
14. Joint Venture firms should submit a consolidated joint venture BBBEE certificate, for them to score any BBBEE points.

## **T1.1 BID DATA**

Bid data is covered in two sections. T1.1.1 refers to the Standard Conditions of Bid while T1.1.3 sets out Additional Conditions of Bid.

### **T1.1.1 Standard Conditions of Bid**

The conditions of Bid are the Standard Conditions of Bidas contained in Standard Conditions Of Bid of Board Notice 86 of 2010 in Government Gazette No 33239 of 28 May 2010, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. (see [www.cidb.org.za](http://www.cidb.org.za)). Annexure F and Table G1 of that notice are reproduced without amendment or alteration for the convenience of bidders. (See pages 14-25)

(As per Board Notice 86 of 2010, Government Gazette No. 33239 of 28 May 2010)

## **Standard Conditions of Bid**

- Note:
1. These Standard Conditions of Bid are identical to that contained in Annex F of SANS 294: 2004, Construction Procurement Processes, Procedures and Methods.
  2. Annex E of SANS 294, Construction Procurement Processes, Procedures and Methods, and SAICE's Practice Manual #1, The use of South African National Standards in Construction Procurement, provides guidance on referencing these Standard Conditions of Bid in procurement documents.

## **F.1 GENERAL**

### **F.1.1. Actions**

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

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

Note:

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

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

### **F.1.2. Bid Documents**

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

### **F.1.3. Interpretation**

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

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

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

- a) **conflict of interest** means any situation in which :



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- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
  - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
  - iii) Incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **comparative offer** means the Bidder's financial offer after all Bidded parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the Bid process; and
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the Bid process or the award of a contract arising from a Bid offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- f) **Quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

#### **F.1.4. Communication and Employer's Agent**

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

#### **F.1.5. The Employer's Right to Accept or Reject Any Bid Offer**

**F.1.5.1.** The employer may accept or reject any variation, deviation, Bid offer, or alternative Bid offer, and may cancel the Bid process and reject all Bid 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 Bid process or the rejection of all responsive Bid offers re-issue a Bid covering substantially the same scope of work within a period of six months unless only one Bid was received and such Bid was returned unopened to the Bidder.

#### **F.1.6. Procurement Procedures**

##### **F.1.6.1. General**

Unless otherwise stated in the Bid data, a contract will, subject to F.3.12, be concluded with the bidder who in terms of F.3.10 is the highest ranked or the bidder scoring the highest number of Bid evaluation points, as relevant, based on the Bid submissions that are received at the closing time for bidders.

##### **F.1.6.2. Competitive Negotiation Procedure**

**F.1.6.2.1.** Where the Bid data require that the competitive negotiation procedure is to be followed, bidders shall submit Bid offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the bidders who make a submission. The requirements of F.3.7 relating to the material deviations or qualifications which affect the competitive position of bidders shall not apply.

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

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

**F.1.6.2.4.** The contract shall be awarded in accordance with the provisions of F.3.10 and F.3.12 after bidders have been requested to submit their best and final offer.

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### **F.1.6.3. Proposal Procedure Using The Two-Stage System (not applicable to this contract)**

#### **F.1.6.3.1. Option 1**

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

#### **F.1.6.3.2. Option 2**

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

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

## **F.2 BIDDER'S OBLIGATIONS**

### **F.2.1. Eligibility**

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

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

### **F.2.2. Cost of Bidding**

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

### **F.2.3. Check Documents**

*Check the Bid 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 Bid. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a Bid offer in response to the invitation.*

### **F.2.5. Reference Documents**

*Obtain, as necessary for submitting a Bid 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 Bid documents by reference.*

### **F.2.6. Acknowledge Addenda**

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

### **F.2.7. Clarification Meeting**

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

### **F.2.8. Seek Clarification**

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

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### **F.2.10. Pricing the Bid Offer**

- F.2.10.1.** *Include in the rates, prices, and the Bidded 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 Bid data.*
- F.2.10.2.** *Show VAT payable by the employer separately as an addition to the Bidded 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 Bid data. The conditions of contract identified in the Contract Data may provide for part payment in other currencies.*

### **F.2.11. Alterations to Documents**

*Do not make any alterations or additions to the Bid documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the Bidder. All signatories to the Bid offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited. Any alterations will deem the tender non-responsive*

### **F.2.12. Alternative Bid Offers**

- F.2.12.1.** *Unless otherwise stated in the Bid data, submit alternative Bid offers only if a main Bid offer, strictly in accordance with all the requirements of the Bid documents, is also submitted as well as a schedule that compares the requirements of the Bid documents with the alternative requirements that are proposed.*
- F.2.12.2.** *Accept that an alternative Bid offer may be based only on the criteria stated in the Bid data or criteria otherwise acceptable to the employer.*

### **F.2.13. Submitting a Bid Offer**

- F.2.13.1.** *Submit one Bid offer only, either as a single Bidding entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the Contract Data and described in the Scope of Works, unless stated otherwise in the Bid data.*
- F.2.13.2.** *Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.*
- F.2.13.3.** *Submit the parts of the Bid offer communicated on paper as an original plus the number of copies stated in the Bid 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 Bid offer where required in terms of the Bid 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 Bid offer.*
- F.2.13.5.** *Seal the original and each copy of the Bid 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 Bid 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 Bid data, place and seal the returnable documents listed in the Bid 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 Bid data, as well as the Bidder's name and contact address.*
- F.2.13.7.** *Seal the original Bid 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 Bid data.*
- F.2.13.8.** *Accept that the employer shall not assume any responsibility for the misplacement or premature opening of the Bid offer if the outer package is not sealed and marked as stated.*
- F.2.13.9.** *Accept that Bid offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the Bid data.*

### **F.2.14. Information and Data to be completed in all Respects**

*Accept that Bid 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. All the pages must be initialled at the bottom and all the pages must be filled in and where the pages is not relevant it must be written not applicable*

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### **F.2.15. Closing Time**

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

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

### **F.2.16. Bid Offer Validity**

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

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

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

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

### **F.2.17. Clarification of Bid Offer after Submission**

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

*Note: Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred 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 Bid offer, the Bidder's commercial position (including notarised 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 Bid 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 Bid 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 Bid Documents**

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

### **F.2.23. Certificates**

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

### **F.3 THE EMPLOYER'S UNDERTAKINGS**

#### **F.3.1. Respond to Requests from the Bidder**

**F.3.1.1.** *Unless otherwise stated in the BidData respond to a request for clarification received up to five working days before the Bid closing time stated in the Bid Data and notify all Bidders who drew procurement documents.*

**F.3.1.2.** *Consider any request to make a material change in the capabilities or formation of the Bidding entity (or both) or any other criteria which formed part of the qualifying requirements used to pre-qualify a Bidder to submit a Bid offer in terms of a previous procurement process and deny any such request if as a consequence:*

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

#### **F.3.2. Issue Addenda**

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

#### **F.3.3. Return Late Bid Offers**

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

#### **F.3.4. Opening of Bid Submissions**

**F.3.4.1.** *Unless the two-envelope system is to be followed, open valid Bid submissions in the presence of Bidders' agents who choose to attend at the time and place stated in the Bid data. Bid 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 Bid submissions, at a venue indicated in the Bid data, the name of each Bidder whose Bid offer is opened and, where applicable, the total of his prices, preferences claimed and time for completion for the main Bid 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**

The two-envelope system will not be followed for this contract.

#### **F.3.5. 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 Bid 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.3.6. Grounds for Rejection and Disqualification**

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

#### **F.3.7. Test for Responsiveness**

**F.3.7.1.** *Determine, after opening and before detailed evaluation, whether each Bid offer properly received:*

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

**F.3.7.2.** *A responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bid 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,*

### **Low Voltage Lined Upgrade**

- b) significantly 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 Bids, if it were to be rectified.

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

#### **F.3.8. Arithmetical Errors, Omissions and Discrepancies**

**F.3.8.1.** *Check responsive Bids for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.*

**F.3.8.2.** *Check the highest ranked Bid or Bidder with the highest number of Bid evaluation points after the evaluation of Bid offers in accordance with F.3.10 for:*

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

**F.3.8.3.** *Notify the Bidder of all errors or omissions that are identified in the Bid offer and either confirm the Bid offer as Bidded or accept the corrected total of prices.*

**F.3.8.4.** *Where the Bidder elects to confirm the Bid offer as Bidded, correct the errors as follows:*

- a) *If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.*
- b) *Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the 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 Bidded total of the prices.*

#### **F.3.9. Clarification of a Bid Offer**

*Obtain clarification from a Bidder on any matter that could give rise to ambiguity in a contract arising from the Bid offer.*

#### **F.3.10. Evaluation of Bid Offers**

##### **F.3.10.1. General**

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

##### **F.3.11.1 Evaluation of this Bid will be based on Method 4: Quality, Financial Offer and Preferences**

*Evaluation will be done using a two stage process in terms of National Treasury Circular No. 53. The procedure to be used for the allocation of points of responsive bids will be Method 4 with the 80/20 Preference Point System. Bids shall be scored for quality on stage one only to pre-qualify bids and only those bids that meet the specified minimum 70% total score for quality shall be considered further on stage two where they will then be evaluated on the basis of the 80/20 Preference Points System.*

**F.3.11.3 Stage 1: Scoring quality (Functionality)**

Item No	Quality Criteria		Weight										
1	Functionality		90										
1. Previous Experience	Experience in Electrical Infrastructure Installation works		30										
	<table><tr><th>SCORING CRITERIA</th><th>WEIGHT</th></tr><tr><td>3 x projects of similar nature Complete and attached appointment letter and Signed reference letter from client/completion certificate. (The reference letter must talk to the appointment letter)</td><td>30</td></tr><tr><td>2 x projects of similar nature Complete and attached appointment letter and Signed reference letter from client/completion certificate. The reference letter must talk to the appointment letter)</td><td>20</td></tr><tr><td>1 or more projects of similar nature Complete and attached appointment letter and Signed reference letter from client/completion certificate The reference letter must talk to the appointment letter)</td><td>10</td></tr><tr><td>Total</td><td>30</td></tr></table>			SCORING CRITERIA	WEIGHT	3 x projects of similar nature Complete and attached appointment letter and Signed reference letter from client/completion certificate. (The reference letter must talk to the appointment letter)	30	2 x projects of similar nature Complete and attached appointment letter and Signed reference letter from client/completion certificate. The reference letter must talk to the appointment letter)	20	1 or more projects of similar nature Complete and attached appointment letter and Signed reference letter from client/completion certificate The reference letter must talk to the appointment letter)	10	Total	30
	SCORING CRITERIA	WEIGHT											
	3 x projects of similar nature Complete and attached appointment letter and Signed reference letter from client/completion certificate. (The reference letter must talk to the appointment letter)	30											
	2 x projects of similar nature Complete and attached appointment letter and Signed reference letter from client/completion certificate. The reference letter must talk to the appointment letter)	20											
	1 or more projects of similar nature Complete and attached appointment letter and Signed reference letter from client/completion certificate The reference letter must talk to the appointment letter)	10											
Total	30												
2. Key Personnel	Professional Status of individual personnel		30										
	<table><tr><th>SCORING CRITERIA</th><th>WEIGHT</th></tr><tr><td>Site Agent/Construction Manager with a minimum of 3 years' experience and holds a ND in Civil/ Electrical Engineering Attached CV detailing the required work experience)</td><td>30</td></tr><tr><td>Construction Supervisor (Site Foreman) with a minimum N6 Certificate in Electrical Engineering with 3 years' experience Attached CV detailing the required work experience)</td><td>20</td></tr><tr><td>Construction Health and Safety Officer with a minimum of 2 years' experience and Occupational Safety certificate (SAMTRAC) issued by NOSA Attached CV detailing the required work experience)</td><td>10</td></tr><tr><td>Total</td><td>30</td></tr></table>			SCORING CRITERIA	WEIGHT	Site Agent/Construction Manager with a minimum of 3 years' experience and holds a ND in Civil/ Electrical Engineering Attached CV detailing the required work experience)	30	Construction Supervisor (Site Foreman) with a minimum N6 Certificate in Electrical Engineering with 3 years' experience Attached CV detailing the required work experience)	20	Construction Health and Safety Officer with a minimum of 2 years' experience and Occupational Safety certificate (SAMTRAC) issued by NOSA Attached CV detailing the required work experience)	10	Total	30
	SCORING CRITERIA	WEIGHT											
	Site Agent/Construction Manager with a minimum of 3 years' experience and holds a ND in Civil/ Electrical Engineering Attached CV detailing the required work experience)	30											
	Construction Supervisor (Site Foreman) with a minimum N6 Certificate in Electrical Engineering with 3 years' experience Attached CV detailing the required work experience)	20											
	Construction Health and Safety Officer with a minimum of 2 years' experience and Occupational Safety certificate (SAMTRAC) issued by NOSA Attached CV detailing the required work experience)	10											
Total	30												
3. Method Statement	Methodology must detail on the below item in order to achieve maximum points:		40										
	● Scope of Work	10											
	● Risk Management	10											
	● Quality Management	5											
	● Cash Flow	5											
	● Valid Letter of Good Standing	10											
	Total	100											
4.	Bidders scoring less than 70% for quality criteria will not be considered												

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**Stage 2: Scoring Financial Offer:** 80/20 preference points system will be used for evaluation.

### **(a) Financial Offer**

The financial offer will be scored using the following formula

$$Nf = W1 \times [1 - (P - Pm) / Pm]$$

where:

$W1 =$  **80** for financial values up to R50 000 000 (inclusive of VAT) of all responsive bids received, and **90** for financial values over 50 000 000;

$Pm =$  the value of the comparative offer of the most favourable bid;

$P =$  the value of the comparative offer under consideration

### **The Other 20 points of the Scoring System**

A maximum of 20 points may be awarded to a bidder for preference points based on the preference points claim form in terms of the preferential procurement regulations

## **F.3.11.4 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011**

### **1. GENERAL CONDITIONS**

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

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

1.2 The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 System shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

	<b>POINTS</b>
<b>1.3.1.1 PRICE</b>	<b>80</b>
<b>1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	<b>20</b>
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

### **2. DEFINITIONS**

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

2.2 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad -Based



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*Black Economic Empowerment Act;*

- 2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“EME”** means any enterprise with an annual total revenue of R5 million or less .
- 2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **“sub-contract”** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 2.17 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

### **3. ADJUDICATION USING A POINT SYSTEM**

- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

**4. POINTS AWARDED FOR PRICE**

*Price shall constitute 80 points and shall be calculated as per Clause F.3.11.1*

**5. Points awarded for B-BBEE Status Level of Contribution**

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

<b>B-BBEE Status Level of Contributor</b>	<b>Number of points (90/10 system)</b>	<b>Number of points (80/20 system)</b>
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 *Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.*
- 5.3 *Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.*
- 5.4 *A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.*
- 5.5 *A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.*
- 5.6 *Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.*
- 5.7 *A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.*
- 5.8 *A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.*

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#### **F.3.11. 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.3.12. Acceptance of Bid Offer**

**F.3.12.1.** *Accept the Bid offer, if in the opinion of the employer, it does not present any unacceptable commercial risk and only if the Bidder:*

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

**F.3.12.2.** *Notify the successful Bidder of the employer's acceptance of his Bid offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the Bid 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.3.13. Prepare Contract Documents**

**F.3.13.1.** *If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the Bid documents to take account of:*

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

**F.3.13.2.** *Complete the Schedule of Deviations attached to the Form of Offer and Acceptance, if any.*

#### **F.3.14. 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.3.15. Notice to Unsuccessful Bidders**

**F.3.15.1.** *Notify the successful Bidder of the employer's acceptance of his Bid offer by completing and returning one copy of the Form of Offer and Acceptance before the expiry of the validity period stated in the Bid Data, or agreed additional period.*

**F.3.15.2.** *After the successful Bidder has been notified of the employer's acceptance of the Bid, notify other Bidders that their Bid offers have not been accepted.*

#### **F.3.16. Provide Copies of the Contracts**

*Provide to the successful Bidder the number of copies stated in the Bid Data of the signed copy of the contract as soon as possible after completion and signing of the Form of Offer and Acceptance.*

#### **F.3.17. Provide Written Reasons for Actions Taken**

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

**Alpha-numerics associated with the Contractor Grading Designations**

TABLE G1: CONTRACTOR GRADING DESIGNATIONS AND ASSOCIATED PARAMETERS

<b>Contractor Grading Designation</b>	<b>Bid Value Range designation</b>	<b>Maximum Value of Contract that a Contractor is considered capable of performing (R)</b>
1 (class of construction works)	1	500 000
2 (class of construction works)	2	1 000 000
3 (class of construction works)	3	3 000 000
4 (class of construction works)	4	6 000 000
5 (class of construction works)	5	10 000 000
6 (class of construction works)	6	20 000 000
7 (class of construction works)	7	60 000 000
8 (class of construction works)	8	200 000 000
9 (class of construction works)	9	No limit

### T1.1.2 Variations to the Standard Conditions of Bid

The Standard Conditions of Bid make several references to the Bid Data for details that apply specifically to this Bid. The Bid Data shall take precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of Bid. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Bid to which it mainly applies.

The following variations, amendments and additions to the Standard Conditions of Bid shall apply to this Bid.

<b>Clause No.</b>	<b>Variation, Amendment or Addition</b>
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#### **F.1 General**

##### **F.1.1 Actions**

The Employer is Winnie Madikizela Mandela Local Municipality, represented by: **Mr L. Gwala**

##### **F.1.2 Bid Documents**

The following documents form part of this Bid:

**VOLUME 1:** The General Conditions of Contract for Construction Work (Second Edition) 2010 as published by the South African Institution of Civil Engineering. This publication is available and Bidders must obtain copies at their own cost from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel (011) 805 5947, Fax: (011) 805 5971, email: [civilinfo@saice.org.za](mailto:civilinfo@saice.org.za).

**VOLUME 2:** Standard specifications, SANS.

Volumes 1 and 2 may also be inspected, by appointment, at the offices of Winnie Madikizela Mandela Local Municipality during normal office hours.

The Bid documents issued by the Employer comprise:

**VOLUME 3:** The Bid Document (this document), in which is bound:

#### **The Bid**

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T1.1Bid Data

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#### **The Contract**

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C1.1 Form of Offer of Acceptance

#### **Contract Data**

C1.2Performance Guarantee

C1.3Adjudication

0

#### **Occupational Health And Safety Agreement**

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0

### **Pricing Instructions**

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C3.1Description Of The Works

C3.2Engineering

C3.3Procurement

C3.4Construction

0Technical Specifications

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**VOLUME 4:** Drawings (listed in C3.2Engineering)

Volume 3 is deemed the "Returnable Documents" which must be returned to the Employer in terms of submitting a Bid offer.

#### **F.1.4 Communication and Employer's Agent**

Attention is drawn to the fact that verbal information, given by the Employer's Agent during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer. Only information issued formally by the Employer in writing to Bidders will be regarded as amending the Bid Documents.

The Employer's Agent is: Winnie Madikizela Mandela Local Municipality

Address: 51 Winnie Madikizela Mandela Street  
Bizana  
4800

Telephone No.039 251 0230

## **F.2 BIDDER's obligations**

### **F.2.1 Eligibility**

Only those Bidders who satisfy the following criteria are eligible to submit Bids:

#### **A. Construction Industry Development Board (CIDB) Registration**

Only those Bidders who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum Bidded, or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, for a EP class of construction work, are eligible to have their Bids evaluated.

#### **B. Joint ventures are eligible to submit Bids provided that:**

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation in the EPclass of construction work;
3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Board Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum Bidded for a 7EP/EB class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations; and
4. Page 26 reflects the alpha-numeric associated with the contractor Grading Designations.

### **F.2.7 Clarification Meeting**

The arrangement for a compulsory clarification meeting is as stated in the Bid Notice and Invitation to Bid.

Bidders should be represented at the clarification meeting by a person who is suitably qualified and experienced to comprehend the implications of the work involved.

### **F2.10.3 This Bid is not subject to contract price adjustments**

### **F.2.12 Alternative Bid Offers**

- A. If a Bidder wishes to submit an alternative offer, he shall do so as a separate complete offer on a separate complete set of Bid documents clearly marked as an "Alternative Bid" in order to distinguish it from the unqualified Bid. The only criteria permitted for such alternative Bid offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent.
- B. Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative Bid offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.

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- C. Acceptance of an alternative Bid offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the Bidder, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.
- D. The modified Pricing Data must include an amount equal to 5% of the amount Bidded for the alternative offer (after adding contingencies and VAT) to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed. Bidders are required to indicate alternative Bid offers in Schedule A11: Alterations / Amendments By Bidder in **Error! Reference source not found.****Error! Reference source not found..**

## **F.2.13 Submitting a Bid Offer**

- A. Parts of each Bid offer communicated on paper shall be submitted via email.
- B. The Bid shall be signed by a person duly authorised to do so. Bids submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture, authenticated by a notary public or other official deputed to witness sworn statements, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning.

## **F.2.15 Closing Time**

- F.2.15.1** The closing time for submission of Bid offers is as stated in the Bid Notice and Invitation to Bid.

## **F.2.16 Bid Offer Validity**

- F.2.16.1** The Bid offer validity period is 90 days.

## **F.2.17 Clarification of Bid Offer after Submission**

A Bid may be rejected as non-responsive if the Bidder fails to provide any clarification requested by the employer, or confirmation of registration with CIDB within the time for submission stated in the employer's written request for such clarification or confirmation. A Bid may be rejected if the unit rates or lump sums for some of the items in the bills/schedules of quantities are, in the opinion of the Employer, unreasonable or out of proportion, and the Bidder fails, within the time stated in writing by the Employer to justify any specific rates or lump sums (i.e. to provide a financial breakdown of how such rates or sums were obtained) or to adjust the unit rates or lump sums for such items while retaining the total of the prices unchanged.

## **F.2.23 Certificates**

The Bidder is required to submit the following certificates with the Bid:

### **A. Certificate of Contractor Registration (CIDB)**

Certificate of Contractor Registration issued by the Construction Industry Development Board. Where a Bidder satisfies CIDB contractor grading designation requirements through joint venture formation, such Bidders must submit the Certificates of Contractor Registration in respect of each partner. (Document □ in Part T2, page 73).

### **B. Tax PIN**

Bidders shall be registered and in good standing with the South African Revenue Services (SARS) and shall submit/append documentary evidence/proof in the form of an original or certified copy of valid Tax PIN issued by SARS. Failure to provide a valid Tax PIN will result in the Bid being rejected.

Each party to a Consortium/Joint Venture shall submit a separate Tax PIN.

### **C. Bargaining Council Certificates**

Where applicable, a certificate of compliance issued by the relevant Bargaining Council.

Each party to a Consortium/Joint Venture shall submit separate certificates in the above regard.

### **D. Bids exceeding R10 million**

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Where the Bidded amount inclusive of VAT exceeds R10 million:

- i) audited annual financial statement for 3 years, or for the period since establishment if established during the last 3 years, if required by law to prepare annual financial statements for auditing;
- ii) a certificate certifying that the Bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;
- iii) particulars of any contracts awarded to the Bidder 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;
- iv) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic.

Each party to a Consortium/Joint Venture shall submit separate certificates/statements in the above regard

## **F.3 The Employer's undertakings**

### **F.3.1 *Respond to Requests from the Bidder***

F.3.1.1 Respond to a request for clarification received up to five working days before the Bid closing time stated in the Bid Data and notify all Bidders who drew procurement documents.

### **F.3.4 Opening of Bid Submissions**

F.3.4.1 The time and location for opening of the Bid offers is:

As indicated on the front page of the Bid document

Bids will be opened immediately after the closing time for Bids at 1200 as indicated on the front page of this Bid document.

### **F.3.7 Test for Responsiveness**

Bids will be considered non-responsive if:

- The Bid is not in compliance with the Scope of Work;
- All the pages are filled in and where the page is not relevant it must be stated so.
- All the pages are initialled at the bottom.
- All the relevant pages are signed.
- The Bidder has not completed and/or signed the Offer portion of Form of Offer
- The Bidder does not comply with the Contractor's CIDB grading designation specified in F.2.1.1 above.
- The Bidder has failed to clarify or submit any supporting documentation within the time for submission stated in the employer's written request.

### **F.3.10 Evaluation of Bid Offers**

#### **F.3.10.1 *General:***

##### ***Method 4: Quality, Financial Offer and Preferences***

Evaluation will be done using a two stage process in terms of National Treasury Circular No. 53. The procedure to be used for the allocation of points of responsive bids will be Method 4 with the 80/20 Preference Point System. Bids shall be scored for quality on stage one only to pre-qualify bids and only those bids that meet the specified minimum 70% total score for quality shall be considered further on stage two where they will then be evaluated on the basis of the 80/20 Preference Points System.

The Preferential Procurement Policy Framework Act (PPPFA) principles will apply, whereby Bids will be evaluated in terms of the Supply Chain Management policy of Mbizana Municipality.

The Bid Committees, Bid Evaluation Committee, Bid Adjudication and Accounting Officer will work on the evaluation of the Bid. The lowest Bid will not necessarily be accepted and the right to accept the whole or part of any Bid or not to consider any Bid not suitably endorsed is fully reserved by Mbizana Municipality.

Bid shall be scored on a 80/20 point system where 80 will be for the price and 20 points is in terms of BBBEE status level of contributor (Broad-Based Black Economic Empowerment Codes of Good Practice (Government Gazette No. 29617, Notice 112 of 2007)

Status will be scored in accordance with the DTI Codes of Good Practice and bidders must submit their original and valid BBBEE status level certificate or a certificate issued by a registered auditor, accounting



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officer (as contemplated in section 60 (4) of the Closed Co-operation Act, 1984) or a SANAS accredited verification agency in order to be eligible for BBBEE points.

Failure on the part of a bidder to submit a valid BBBEE verification certificate obtained from a SANAS accredited verification agency, will be interpreted to mean that preference points are not claimed.

A maximum of 20 points must be awarded to a bidder for attaining their BBBEE status level contemplated in the BBBEE Codes of Good Practice. The points scored by a bidder in respect of the level of BBBEE contribution contemplated in sub-regulation (4.3) must be added to the points scored for price.

<b>B-BBEE status level of contributor</b>	<b>Number of points</b>
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

#### **F.3.12 Acceptance of Bid Offer**

Bid offers will only be accepted if:

- a) the Bidder has in his or her possession an original valid Tax PIN issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations;
- b) the Bidder is registered with the CIDB with an appropriate category of registration;
- c) the Bidder or any of its directors is not listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- d) the Bidder has not:
  - i) abused the Employer's Supply Chain Management System; or
  - ii) failed to pay municipal rates and taxes or service charges and such rates, taxes and charges are in arrears for more than three months;
  - iii) failed to perform on any previous contract and has been given a written notice to this effect;
- e) The Bidder has completed 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 Bid process.

#### **F.3.12.2 Notification of Decision and Appeal Period**

If the Supply Chain Management Bid Adjudication Committee has resolved that a Bid be accepted, the successful and unsuccessful Bidders shall be notified in writing of this decision.

Section 62 of the Local Government Municipal Systems Act 2000 (No. 32 of 2000) gives any person whose rights have been affected by such a decision, the right to appeal such decision within 21 days of notification of the decision.

Any Bidder wishing to exercise this right, must submit their appeal in writing to The Municipality Manager Mbizana Municipality, P.O Box 191Bizana 3170. The format of the appeal must:

- set out the reasons for the appeal;
- state in which way the appellant's rights have been affected by the decision;
- state the remedy sought, and
- be accompanied by a copy of the notification advising the Bidder of the decision of the Supply Chain Management Bid Adjudication Committee.

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Bidders are hereby informed also of their right to request reasons for the decision in terms of the Promotion of Administrative Justice Act (No. 3 of 2000).

The notification of the decision sent to the successful Bidder is **not** acceptance of the Bid and no rights shall accrue to the successful Bidder in terms of this notification. The successful Bidder will be notified in writing after 21 days of the notification of any final decision (i.e. Acceptance) or of any developments with respect to the appeal process, and if applicable, procedures for the commencement of the work.

The consideration of appeals and if necessary, the invalidation of any decision made, shall be dealt with in terms of the [Client's] appeals process.

#### **F.3.16 Provide Copies of the Contracts**

The number of paper copies of the signed contract to be provided by the employer is one.

### **T1.1.3 Additional Conditions of Bid**

The additional conditions of Bid are:

#### **T.1.1.3.1 Compliance with Occupational Health and Safety Act 1993**

Bidders are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2003 issued in terms of Section 43 of the Act. The Bidder shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

In this regard the Bidder shall submit with the Bid, appended to Schedule □ : Health And Safety Plan in **Error! Reference source not found.**, a detailed Health and Safety Plan in respect of the Works in order to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act and Regulations. Such Health and Safety Plan shall cover *inter-alia* the following details:

- 1) Management Structure, Site Supervision and Responsible Persons including a succession plan.
- 2) Contractor's induction training programme for employees, sub-contractors and visitors to the Site.
- 3) Health and safety precautions and procedures to be adhered to in order to ensure compliance with the Act, Regulations and Safety Specifications.
- 4) Regular monitoring procedures to be performed.
- 5) Regular liaison, consultation and review meetings with all parties.
- 6) Site security, welfare facilities and first aid.
- 7) Site rules and fire and emergency procedures.

Bidders are to note that the Contractor is required to ensure that all sub-contractors or others engaged in the performance of the contract also comply with the above requirements.

The Contractor shall prepare and maintain a Health and Safety File in respect of the project, which shall be available for inspection on Site at all times and handed over to the Employer on Final Completion of the project.

The Contractor is required to submit to the Employer the Occupational Health and Safety Agreement (included in 00f the Contract Document) and a letter of good standing from the Compensation Commissioner, or a licensed compensation insurer, within 14 days after the Commencement Date of the contract.

#### **T.1.1.3.2 Eligibility with Respect to Expanded Public Works Programme**

This Contract does not qualify for consideration as an Expanded Public Works Programme project.

#### **T.1.1.3.3 Claims Arising after Submission of Bid**

No claim for any extras arising out of any doubt or obscurity as to the true intent and meaning of anything shown on the Contract Drawings or contained in the Conditions of Contract, Scope of Work and Pricing Data, will be admitted by the Employer/Employer's Agent after the submission of any Bid and the Bidder shall be deemed to have:

- 1) inspected the Contract Drawings and read and fully understood the Conditions of Contract.

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- 2) read and fully understood the whole text of the Scope of Work and Pricing Data and thoroughly acquainted himself with the nature of the works proposed and generally of all matters which may influence the Contract.
- 3) visited the site of the proposed works, carefully examined existing conditions, the means of access to the site, the conditions under which the work is to be done, and acquainted himself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials and plant to and from the site and made the necessary provisions for any additional costs involved thereby.
- 4) requested the Employer or his duly authorised agent to make clear the actual requirements of anything shown on the Contract Drawings or anything contained in the Scope of Work and Pricing Data, the exact meaning or interpretation of which is not clearly intelligible to the Bidder.

Before submission of any Bid, the Bidder should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing indistinct, or if the Pricing Data contain any obvious errors, the Bidder must apply to the Employer/Employer's Agent at once to have the same rectified, as no liability will be admitted by the Employer/Employer's Agent in respect of errors in any Bid due to the foregoing.

#### **T.1.1.3.4 In-balance in Bidded Rates**

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

The Bidder will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the Contract Price.

Should the Bidder fail to amend the Bid in a manner acceptable to the Employer, the Employer may reject the Bid.

#### **T.1.1.3.5 Community Liaison Officer**

To be used. The bidder must allow an amount for the CLO payment during the construction period.

#### **T.1.1.3.6 Labour Intensive Construction/Use of Local Labour**

Bidder to make use of local labour as reasonably as possible

#### **T.1.1.3.7 Invalid Bids**

Bids shall be considered invalid and shall be endorsed and recorded as such in the Bid opening record, by the responsible official who opened the Bid, in the following circumstances:

- a) if the Bid offer is not submitted on the Form of Offer and Acceptance bound into this Bid document (form C1.1, Page 78);
- b) if the Bid is not completed in non-erasable ink;
- c) if the offer has not been signed;
- d) Pages not all signed and initialled at the bottom
- e) Did not sign next to the errors irrespective of what type the errors is.
- f) if the offer is signed, but the name of the Bidder is not stated or is indecipherable.

#### **T.1.1.3.8 Negotiations with Preferred Bidders**

The Employer may negotiate the final terms of a contract with Bidders identified through a competitive Bidding process as preferred Bidders provided that such negotiation:

- a) does not allow any preferred Bidder a second or unfair opportunity;
- b) is not to the detriment of any other Bidder; and
- c) does not lead to a higher price than the Bid as submitted.

Minutes of any such negotiations shall be kept for record purposes.

#### **T.1.1.3.9 UIF Payments**

The Bidder shall submit to the Employer a letter from the Department of Labour indicating his/her good standing with regard to UIF payments upon being requested to do so.

T.1.1.3.10 Price Variations

Applicable

A1. AUTHORITY TO SIGN DOCUMENTS

I/We\*, the undersigned, am/are\* duly authorised to sign the form of Bid on behalf of

.....  
by virtue of the Articles of Association/Resolution of the Board of Directors\*, of which a certified copy is attached, or

.....  
.....

\*Delete whichever is inapplicable

1.	<div></div> <div>NAME</div>	<div></div> <div>SIGNATURE</div>	<div></div> <div>DATE</div>
2.	<div></div> <div>NAME</div>	<div></div> <div>SIGNATURE</div>	<div></div> <div>DATE</div>

WITNESSES:

1.	<div></div> <div>NAME</div>	<div></div> <div>SIGNATURE</div>	<div></div> <div>DATE</div>
2.	<div></div> <div>NAME</div>	<div></div> <div>SIGNATURE</div>	<div></div> <div>DATE</div>

## **A2. CLARIFICATION MEETING CERTIFICATE**

This is to certify that I/We\* .....

of (Bidder) .....

.....

of (address) .....

.....

.....

Telephone number .....

Fax number .....

Email .....

on (date) .....

have examined the Site of the Works and its surroundings for which I/we\* am/are\* submitting this Bid and have, so far as is practicable, familiarised myself/ourselves\* with all information, risks, contingencies and other circumstances which may influence or affect my/our\* Bid.

\*Delete whichever is inapplicable

**SIGNED BY/ON BEHALF OF Winnie Madikizela Mandela Local Municipality:**

**NAME**

**SIGNATURE**

**DATE**

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**SIGNED BY/ON BEHALF OF BIDDER:**

**NAME**

**SIGNATURE**

**DATE**

### **A3. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES**

This Returnable Schedule is to be completed only if Bidder is a joint venture.

We, the undersigned, are submitting this Bid offer in joint venture and hereby authorise

Mr/Ms ....., authorised signatory of the company, close corporation or partnership..... acting in the capacity of lead partner, to sign all documents in connection with the Bid offer and any contract resulting from it on our behalf.

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

**Note:**

A copy of the Joint Venture Agreement showing clearly the percentage contribution of each partner to the Joint Venture shall be appended to this Schedule.

#### **A4. SCHEDULE OF WORK EXPERIENCE OF BIDDER**

Bidders shall insert in the Schedule hereunder details of work successfully carried out by them of a similar nature to that for which their Bid is submitted. Failure to complete this Schedule will be taken to indicate that the Bidder has no experience in this class of work. Minimum of three referees.

<b>COMPLETED CONTRACTS</b>				
<b>Employer (Name, Tel, Fax, Email)</b>	<b>Consulting Engineer (Name, Tel, Fax, Email)</b>	<b>Nature Of Work</b>	<b>Value of Work R(M)</b>	<b>Date Completed</b>
Name:				
Tel :				
Fax :				
Email :				
Name:				
Tel :				
Fax :				
Email :				
Name:				
Tel :				
Fax :				
Email :				
Name:				
Tel :				
Fax :				
Email :				
Name:				
Tel :				
Fax :				
Email :				
Name:				
Tel :				
Fax :				
Email :				

**SIGNED BY/ON BEHALF OF BIDDER:**

**NAME**

**SIGNATURE**

**DATE**



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<b>CURRENT CONTRACTS</b>				
<b>Employer (Name, Tel, Fax, Email)</b>	<b>Consulting Engineer (Name, Tel, Fax, Email)</b>	<b>Nature Of Work</b>	<b>Value of Work R(M)</b>	<b>Anticipated Completion Date</b>
Name:				
Tel :				
Fax :				
Email :				
Name:				
Tel :				
Fax :				
Email :				
Name:				
Tel :				
Fax :				
Email :				
Name:				
Tel :				
Fax :				
Email :				
Name:				
Tel :				
Fax :				
Email :				
Name:				
Tel :				
Fax :				
Email :				

**If there is insufficient space above, the Bidder may append additional sheets.**

Number of additional sheets appended by the Bidder to this Schedule ..... (If nil, enter NIL)

**SIGNED BY/ON BEHALF OF BIDDER:**

**NAME**

**SIGNATURE**

**DATE**

## A5. SCHEDULE OF CONSTRUCTION PLANT

Bidders shall state below what construction plant will be available for this Contract. The Bidder shall differentiate, if applicable, between construction plant immediately available and construction plant which will become available by virtue of outstanding orders, and indicate what further construction plant will be acquired or hired for the work should the Bidder be awarded the Contract.

[illegible]

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CONSTRUCTION PLANT THAT WILL BE ACQUIRED / HIRED					
Description	Arrangements Made	Delivery Date	Size	Capacity	Number

If there is insufficient space above, the Bidder may append additional sheets.

Number of additional sheets appended by the Bidder to this Schedule ..... (If nil, enter NIL)

**SIGNED BY/ON BEHALF OF BIDDER:**

**NAME**

**SIGNATURE**

**DATE**

## A6. SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE

The Bidder shall state his estimated expenditure indicating the values of each monthly claim in terms of Clause 6.10 of the General Conditions of Contract, which he/she estimates will arise based on his/her preliminary programme and Bidded rates, in the table below. ***The total of the monthly amounts shall be equal to the Bid sum.***

MONTH	VALUE
1	R
2	R
3	R
4	R
5	R
6	R
7	R
8	R
9	R
10	R
11	R
12	R
SUBTOTAL	R
CONTINGENCIES (10%)	R
SUBTOTAL	R
ESCALATION	R
SUBTOTAL	R
VAT (14%)	R
<b>TOTAL (INCLUDING VAT @ 14%)</b>	<b>R</b>

**SIGNED BY/ON BEHALF OF BIDDER:**

**NAME**

**SIGNATURE**

**DATE**

## A7. SCHEDULE OF SUBCONTRACTORS

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

SUBCONTRACTORS			
Category/type	Subcontractor Name/Address/Contact Person/Phone/Fax/Details of Organisation/Firm/ Experience	Items of work (pay items) to be undertaken by the Subcontractor	Estimated Cost of Work (Rand)
TOTAL (Excluding VAT)			

**If there is insufficient space above, the Bidder may append additional sheets.**

Number of additional sheets appended by the Bidder to this Schedule ..... (If nil, enter NIL)

Acceptance of this Bid shall not be construed as approval of all or any of the listed subcontractors. Should any of the subcontractors not be approved subsequent to acceptance of the Bid, this shall in no way invalidate this Bid, and the Bidded unit rates for the various items of work shall remain final and binding, even in the event of a subcontractor not listed above being approved by the Engineer.

**SIGNED BY/ON BEHALF OF BIDDER:**

**NAME**

**SIGNATURE**

**DATE**

## **A8. DETAILS OF EXPERIENCE OF SITE AGENT AND GENERAL FOREMAN**

Bidders shall set out in the Schedule hereunder details of the experience of the Site Agent and General Foreman in work of a similar nature to that for which this Bid is submitted.

Failure to complete this Schedule may result in the Bid not being considered.

C

<b>CONTRACTS MANAGER / PROJECT ENGINEER</b>				
<b>NAME</b>			<b>NQF LEVEL</b>	
<b>Contract and Client</b>	<b>Nature Of Work</b>	<b>Position Held</b>	<b>Value Of Work</b>	<b>Year Completed</b>

  

<b>CONSTRUCTION MANAGER / SITE AGENT</b>				
<b>NAME</b>			<b>QUALIFICATION</b>	
<b>Contract and Client</b>	<b>Nature of Work</b>	<b>Position Held</b>		<b>Year completed</b>

  

<b>SITE FOREMAN</b>				
<b>NAME</b>			<b>NQF LEVEL</b>	
<b>Contract and Client</b>	<b>Nature Of Work</b>	<b>Position Held</b>	<b>Value Of Work</b>	<b>Year Completed</b>

  

<b>HEALTH AND SAFETY OFFICER</b>				
<b>NAME</b>			<b>QUALIFICATION</b>	
<b>Contract and Client</b>	<b>Nature of Work</b>	<b>Position Held</b>		<b>Year completed</b>

If there is insufficient space above, the Bidder may append additional sheets.

Number of additional sheets appended by the Bidder to this Schedule ..... (If nil, enter NIL)

**SIGNED BY/ON BEHALF OF BIDDER:**

**NAME**

**SIGNATURE**

**DATE**

**A9. MBD FORMS**

MBD 4	Declaration of Interest
MBD 6.1	Preference Points Claim Form
MBD 7.1	Contract Form
MBD 8	Declaration of Bidder's Past Supply Chain
MBD 9	Certificate of Independent Bid Determination

## DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

**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<sup>2</sup>):.....

3.4 Company Registration Number: .....

3.5 Tax Reference Number:.....

3.6 VAT Registration Number: .....

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

3.8 Are you presently in the service of the state? YES / NO

3.8.1 If yes, furnish particulars. ....

.....

<sup>1</sup>MSCM Regulations: "in the service of the state" means to be –

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

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

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



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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 directors  
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:  
.....  
.....

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

Full Name	Identity Number	State Employee Number

**CERTIFICATION**

**I, THE UNDERSIGNED (NAME)**

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

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

## PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

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

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.**

### 2. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R 50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R 50 000 000 (all applicable taxes included).

2.2 The value of this bid is estimated not exceed R 50 000 000 (all applicable taxes included) and therefore the **80/20** system shall be applicable.

2.3 Preference points for this bid shall be awarded for:

- (c) Price; and
- (d) B-BBEE Status Level of Contribution.

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

	<b>POINTS</b>
<b>1.3.1.1 PRICE</b>	.....
<b>1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	.....
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

### 2. DEFINITIONS

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

2.2 “B-BBEE” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

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- 2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“EME”** means any enterprise with annual total revenue of R5 million or less .
- 2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 2.17 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

### **3. ADJUDICATION USING A POINT SYSTEM**

- 3.1 The bidder obtaining the highest number of total points will not necessarily be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.

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- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

## **4. POINTS AWARDED FOR PRICE**

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

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

**80/20**

**or**

**90/10**

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

Where

$P_s$  = Points scored for comparative price of bid under consideration

$P_t$  = Comparative price of bid under consideration

$P_{\min}$  = Comparative price of lowest acceptable bid

## **6. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION**

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

<b>B-BBEE Status Level of Contributor</b>	<b>Number of points (90/10 system)</b>	<b>Number of points (80/20 system)</b>
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

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- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

**7. BID DECLARATION**

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

**7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1**

- 7.1 B-BBEE Status Level of Contribution: ..... = ..... (maximum of 10 or 20 points)

**(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).**

**8 SUB-CONTRACTING**

- 8.1 Will any portion of the contract be sub-contracted? YES/NO (delete which is not applicable)

- 8.1.1 If yes, indicate:

- (i) what percentage of the contract will be subcontracted? .....%
- (ii) the name of the sub-contractor? .....
- (iii) the B-BBEE status level of the sub-contractor? .....
- (iv) whether the sub-contractor is an EME? YES/NO (delete which is not applicable)

**9 DECLARATION WITH REGARD TO COMPANY/FIRM**

9.1 Name of firm : .....

9.2 VAT registration number : .....

9.3 Company registration number : .....

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

.....

.....

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

Municipality where business is situated.....

Registered Account Number .....

Stand Number .....

9.8 TOTAL NUMBER OF YEARS THE COMPANY/FIRM HAS BEEN IN BUSINESS?

.....

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 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 paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

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- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
- (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution

**WITNESSES:**

1. ....

.....  
SIGNATURE(S) OF BIDDER(S)

3. ....

DATE:.....

ADDRESS:.....

.....

.....

.....



## DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

### 1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand 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 South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

**The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.**

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

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

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

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

- 3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on [www.resbank.co.za](http://www.resbank.co.za)

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

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**LOCAL CONTENT DECLARATION**  
**(REFER TO ANNEX B OF SATS 1286:2011)**

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

**IN RESPECT OF BID NO. ....**

**ISSUED BY:** (Procurement Authority / Name of Institution):

.....  
NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.thedti.gov.za/industrial\\_development/ip.jsp](http://www.thedti.gov.za/industrial_development/ip.jsp). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ..... (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:
  - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.**

**The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.**

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

**SIGNATURE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2001****a) LOCAL CONTENT OF PRODUCTS**


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**NB:** BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES SPECIFIED IN CLAIM FORM MBD 6.1 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2001

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1. Regulation 12(1) of the Preferential Procurement Regulations makes provision for the promotion of locally manufactured products within the preference point systems.

**SPECIFIC GOAL****POINTS ALLOCATED**

The stimulation of the S.A economy by procuring locally Manufactured products.

.....

2. Preference points may only be claimed for products, which will be manufactured (fabricated, processed or assembled), in the Republic of South Africa. In cases where production has not yet commenced at time of bid closure, evidence shall be produced that at the time of bid closure, the bidder was irrevocably committed to local production of the product.
3. “**Local content**” means that portion of the bid price, excluding Value Added Tax (VAT), which is not included in imported content, **provided that local manufacture does take place.**
4. “**Imported content**” means that portion of the bid price represented by the costs of components, parts or materials which have been or are still to be imported (whether by the bidder or his suppliers or sub-contractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duties, sales duties, or other similar taxes or duties at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies for which a bid has been submitted are manufactured.

**5. BID INFORMATION**

Bidders who wish to claim points in respect of this goal must furnish the information in paragraph 7 below.

**6. POINTS CLAIMED**

Indicate whether point(s) allocated for this goal is (are) claimed.

Yes / No

**7. INFORMATION WITH REGARD TO LOCAL MANUFACTURE**

Indicate in the table below which product(s) [item number(s)] is/are manufactured locally against the % local content of each product / item in relation to the bid price (exclusive of VAT). Points claimed must be indicated in the “points claimed” column.

Percentage local content in relation to bid Price	Indicate item numbers	Points Allocated	Points Claimed
10 % - 30 %			
31 % - 60 %			
61 % or more			

**8. BID DECLARATION**

I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm declare that points claimed, based on the local content of the product(s) above, qualifies the firm for the point(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) In the event of a contract being awarded as a result of points claimed, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.
- (iii) If the claims are found to be incorrect, the purchaser, in addition to any other remedy it may have -
  - (a) recover all costs, losses or damages it has incurred or suffered as a result of that person's conduct; and
  - (b) 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;

**WITNESSES:**

1. ....

..... SIGNATURE (S) OF BIDDER (S)
--------------------------------------

2. ....

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 taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
  - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
  - b. been convicted for fraud or corruption during the past five years;
  - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
  - d. been listed in the Register for Bid Defaulters in terms of section 29 of the Prevention and Combating of Corrupt 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	<p><b>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</b></p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Bid Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p><b>The Register for Bid Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		

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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?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
<b>Item</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

**CERTIFICATION**

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



**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

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

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

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(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 consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

**<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.**

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

## **A10. 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** .....

**Address of enterprise** .....

**Section 2: VAT registration number, if any** .....

**Section 3: CIDB registration number, if any** .....

**Section 4: Particulars of sole proprietors and partners in partnerships**

Name*	Identity number*	Personal income tax number*

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

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

Company registration number .....

Close corporation number .....

Tax reference number .....

**Section 6: Record of service of the state**

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

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

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**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, within the last 12 months, been in the service of any of the following:

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

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

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

\*insert separate page if necessary

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

- authorises the Employer to obtain a Tax PIN from the South African Revenue Services that my / our tax matters are in order;
- confirms that neither the name of the enterprise nor the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Bid Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise, has within the last five years been convicted of fraud or corruption;
- confirms that I/we are not associated, linked or involved with any other Bidding entities submitting Bid offers and have no other relationship with any of the Bidders or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- 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:**

*Low Voltage Lined Upgrade*

ENTERPRISE NAME

DATE

NAME

POSITION

SIGNATURE

## **A11. ALTERATIONS / AMENDMENTS BY BIDDER**

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

The Bidder's attention is drawn to Clause F.3.7 on page 19 of the Standard Conditions of Bid, referenced on page 30 in the Bid Data, regarding the Employer's handling of material deviations and qualifications.

If no deviations or modifications are desired, the Schedule hereunder is to be marked NIL and signed by the Bidder.

No alternative Bid will be considered unless a Bid free of qualifications and strictly on the basis of the Bid Documents is also submitted.

<b>PAGE/ITEM</b>	<b>CLAUSE/DESCRIPTION</b>

**If there is insufficient space above, the Bidder may append additional sheets.**

Number of additional sheets appended by the Bidder to this Schedule ..... (If nil, enter NIL)

**SIGNED BY/ON BEHALF OF BIDDER:**

**NAME**

**SIGNATURE**

**DATE**

## **A12. SCHEDULE OF DAYWORK RATES**

This Day work Schedule will be used at the discretion of the Engineer for valuation of extra work which cannot conveniently be valued at rates submitted in the Bill of Quantities. All price rates shall be exclusive of VAT.

The rates entered for labour and materials shall be exclusive of overhead charges and profit, site supervision of staff, insurance, holidays with pay and use and maintenance of small hand tools and non-mechanical plant, travelling allowances, other emoluments and allowances. Provision will be made for the insertion of percentages to cover all these items which are henceforth termed "on-costs", consumable stores, maintenance, etc.

In the case of plant no "on-costs" item is provided. The rate entered shall include any of the above "on-costs" which are pertinent and shall include profit, operator's costs, consumable stores, maintenance, depreciation, etc.

Failure to complete this Schedule may result in the Bid not being considered.

### **A. LABOUR**

Normal Working Time:

1	Labourers	R.....	per hour plus	..... %	"On-Cost"
2	Gangers	R.....	per hour plus	..... %	"On-Cost"
3	Tradesmen	R.....	per hour plus	..... %	"On-Cost"
4	Other				
	(a).....	R.....	per hour plus	..... %	"On-Cost"
	(b).....	R.....	per hour plus	..... %	"On-Cost"
	.....				

Overtime

1	Labourers	R.....	per hour plus	..... %	"On-Cost"
2	Gangers	R.....	per hour plus	..... %	"On-Cost"
3	Tradesmen	R.....	per hour plus	..... %	"On-Cost"
4	Other				
	(a).....	R.....	per hour plus	..... %	"On-Cost"
	(b).....	R.....	per hour plus	..... %	"On-Cost"
	.....				



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**B. PLANT**

DESCRIPTION	TYPE	ESTABLISHMENT AND DISESTABLISHMENT COST	RATE PER HOUR	
			WORKING	STANDING
Trucks and ADTs				
Bulldozers				
Excavators				
Tractor & Trailer				
Loaders				
Graders				
Tractor – Loader – Backhoe				
Water Pumps and Leadings				
Compressor including Hammers and Hoses				
Other				

**C. MATERIAL**

The Bidder shall state here the percentage “On-costs” that should be added to the nett cost of materials:

..... %

**SIGNED BY/ON BEHALF OF BIDDER:**

**NAME**

**SIGNATURE**

**DATE**

**A13. RECORD OF ADDENDA TO BID DOCUMENTS**

We confirm that the following communications received from the Employer before the submission of this Bid offer, amending the Bid documents, have been taken into account in this Bid offer:		
No.	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		

**If there is insufficient space above, the Bidder may append additional sheets.**

Number of additional sheets appended by the Bidder to this Schedule ..... (If nil, enter NIL)

**SIGNED BY/ON BEHALF OF BIDDER:**

--

**NAME**

--

**SIGNATURE**

--

**DATE**

- **CERTIFICATE OF REGISTRATION OF CONTRACTOR**

**CIDB Contractor Registration Certificate**

A Certificate of Contractor's Registration issued by the Construction Industry Development Board (CIDB) shall be attached to this page.

Where a Bidder satisfies CIDB Contractor grading designation requirements through joint venture formation, such Bidders must submit the Certificates of Contractor Registration in respect of each partner.

**SIGNED BY/ON BEHALF OF BIDDER:**

**NAME**

**SIGNATURE**

**DATE**

## **FINANCIAL STATEMENTS FOR CONTRACTS OVER R10 MILLION**

Bidders are referred to Clause F.2.23 A to D, and shall attach all the required documentation to this Schedule where a Bid price exceeds R10 million.

Each party to a Consortium/Joint Venture shall submit a separate set of documents.

**SIGNED BY/ON BEHALF OF BIDDER:**

--

**NAME**

--

**SIGNATURE**

--

**DATE**

- **PRELIMINARY PROGRAMME**

(For information purposes only)

The Bidder shall attach a preliminary programme, to this page.

This programme shall be in the form of a bar chart (Gantt chart) or similar acceptable time/activity form reflecting the proposed sequence and rate of progress of the various activities and the quantities that will be carried out every week under each of the elements, comprising the work for this contract. The programme shall also indicate the point where the Bidder intends to commence work operations and the direction in which the work will proceed. The working hours shall be indicated.

**Details of the preliminary programme shall be appended to this Schedule.**

Number of sheets appended by the Bidder to this Schedule ..... (If nil, enter NIL)

**SIGNED BY/ON BEHALF OF BIDDER:**

**NAME**

**SIGNATURE**

**DATE**

## • **HEALTH AND SAFETY PLAN**

Bidders are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2003 issued in terms of Section 43 of the Act. The Bidder shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

In this regard the Bidder shall prepare and attach a Health and Safety Plan in respect of the Works in order to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act and Regulations. Such Health and Safety Plan shall cover inter-alia the following details:

- 1) Management Structure, Site Supervision and Responsible Persons including a succession plan.
- 2) Contractor's induction training programme for employees, sub-contractors and visitors to the Site.
- 3) Health and safety precautions and procedures to be adhered to in order to ensure compliance with the Act, Regulations and Safety Specifications.
- 4) Regular monitoring procedures to be performed.
- 5) Regular liaison, consultation and review meetings with all parties.
- 6) Site security, welfare facilities and first aid.
- 7) Site rules and fire and emergency procedures.

Bidders are to note that the Contractor is required to ensure that all sub-contractors or others engaged in the performance of the contract also comply with the above requirements.

The Bidder shall also take into account the additional requirements stated in the Scope of Work when drawing up the Health and Safety Plan for the contract.

**Details of the Health and Safety Plan shall be appended to this Schedule.**

Number of sheets appended by the Bidder to this Schedule ..... (If nil, enter NIL)

**SIGNED BY/ON BEHALF OF BIDDER:**

**NAME**

**SIGNATURE**

**DATE**

## C1.1. Form of Offer and Acceptance (Contract Form)

### PART 1 (TO BE FILLED IN BY THE BIDDER)

I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to Mbizana Municipality in accordance with the requirements and specifications stipulated in bid number: **MBIZLM** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.

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

#### Low Voltage Lines Upgrade

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

By the representative of the Bidder, deemed to be duly authorised, 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, within 24 week of the commencement date.

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

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

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

1. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax PIN;
    - Pricing schedule(s);
    - Technical Specification(s);
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
2. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
3. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.

4. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
5. I confirm that I am duly authorised to sign this contract.

**SIGNED ON BEHALF OF/BY THE BIDDER:**

**NAME**

**SIGNATURE**

**CAPACITY**

**DATE**

**Name and address of Organisation:**

**SIGNED BY WITNESS:**

**NAME**

**SIGNATURE**

**DATE**



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

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

The terms of the contract are contained in:

**Error! Reference source not found.** (which includes this Agreement)

**Error! Reference source not found.**

**Error! Reference source not found.**

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

Deviations from and amendments to the documents listed in the Bid Data and any addenda thereto as listed in the Returnable Documents 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 must be duly signed by the authorised representative(s) of both parties.

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

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Bidder receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Bidder (now Contractor) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

### SIGNED ON BEHALF OF/BY THE EMPLOYER:

NAME

SIGNATURE

CAPACITY

DATE

**Error! Reference source not found.** - 51 Winnie Madikizela Mandela Street, BIZANA

### SIGNED BY WITNESS:

NAME

SIGNATURE

DATE

## Schedule of Deviations

### Notes:

1. The extent of deviations from the Bid documents issued by the Employer prior to the Bid closing date is limited to those permitted in terms of the Conditions of Bid.
2. 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, become the subject of agreements reached during the process of Offer and Acceptance, the outcome of such Agreement shall be recorded here.
3. Any other matter arising from the process of Offer and Acceptance either as a confirmation, clarification or change to the Bid documents and which it is agreed by the Parties becomes an obligation of the Contract shall also be recorded here.
4. Any change or addition to the Bid documents arising from the above Agreements and recorded here shall also be incorporated into the final draft of the Contract.

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

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

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

**SIGNED ON BEHALF OF/BY THE BIDDER:**

<div></div>	<div></div>
NAME	SIGNATURE
<div></div>	<div></div>
CAPACITY	DATE

**SIGNED BY WITNESS:**

<div></div>	<div></div>	<div></div>
NAME	SIGNATURE	DATE

**SIGNED ON BEHALF OF/BY** Error! Reference source not found.:

<div></div>	<div></div>
NAME	SIGNATURE
<div></div>	<div></div>
CAPACITY	DATE

**SIGNED BY WITNESS:**

<div></div>	<div></div>	<div></div>
NAME	SIGNATURE	DATE

**CONFIRMATION OF RECEIPT**

The Bidder, (now Contractor), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today:

the ..... (day) of ..... (month) ..... (year)

at ..... (place)

**SIGNED ON BEHALF OF/BY THE CONTRACTOR:**

**NAME**

**SIGNATURE**

**CAPACITY**

**SIGNED BY WITNESS:**

**NAME**

**SIGNATURE**

## **Contract Data**

### **Part 1: Contract Data Provided by the Employer**

#### **GENERAL CONDITIONS OF CONTRACT**

The following standardised General Conditions of Contract:

##### **General Conditions of Contract for Construction Works (Second Edition, 2010)**

prepared by the South African Institution of Civil Engineering (SAICE) shall apply to and from the General Conditions of Contract for this contract. Copies of these Conditions of Contract are obtainable from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, email:civilinfo@saice.org.za.

Copies of the General Conditions of Contract are available for inspection and scrutiny at the offices of the Engineer.

The General Conditions of Contract 2010 makes references to the Contract Data for specific data, which, together with these conditions, collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Specific Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.

The General Conditions of Contract shall be read in conjunction with the variations, amendments and additions set out in the Contract Specific Data below. Each item of data given is cross-referenced to the Clause in the General Conditions of Contract to which it mainly applies.

#### **CONTRACT SPECIFIC DATA**

The following Contract specific data are applicable to this Contract:

##### **Clause 1.1.1.13: Defects Liability Period**

The defects liability period is a period of 12months, measured from the date of the Certificate of Completion.

##### **Clause 1.1.1.14: Due Completion Date**

The date for achieving Practical Completion is 02 Months.

##### **Clause 1.1.1.15: Employer**

The **Employer** is **WINNIE MADIKIZELA MANDELA MUNICIPALITY**, represented by Mr L Gwala and/or such person or persons duly authorised thereto by the Employer in writing and the legal successors in title of this person and is referred to in this Contract Document as "Employer".

##### **Clause 1.1.1.16: Engineer**

The **Engineer**, referred to in the documents, is the firm of Consulting Engineers, **WINNIE MADIKIZELA MANDELA MUNICIPALITY** acting through a Director, an Associate or an official authorised thereto in writing.

##### **Clause 1.1.1.26: Pricing Strategy**

The Pricing Strategy is Remeasurement or Fixed Price.

##### **Clause 1.1.1.28: Scope of Work**

"**Scope of Work**" means the document(s) containing the Standard Specifications, the Project Particular Specifications and the Drawings, that specify and describe the Works which are to be provided, and any other requirements and constraint relating to the manner in which the work is to be carried out.

**Clause 1.1.1.34: Writing**

**Add the following Clause after Clause 1.1.1.34**

**1.1.1.35“Drawings”** means all drawings, calculations and technical information forming part of the Bid Documents (other than information contained in the Specifications) and any modifications thereof or additions thereto from time to time approved in writing by the Engineer or delivered to the Contractor by the Engineer.

**Clause 1.2.1.2: Notices**

The name of the Employer is : **Error! Reference source not found.**

The address of the Employer is : **WINNIE MADIKIZELA MANDELA MUNICIPALITY**  
51 Winnie Madikizela Mandela Street  
Bizana

The name of the Engineer is : **WINNIE MADIKIZELA MANDELA MUNICIPALITY**

The address of the Engineer is : 51 Winnie Madikizela Mandela Street  
Bizana  
4800

**Clause 1.3.5: Contractor's Copyright**

*Add the following to Clause 1.3.5:*

No part of any document or drawings issued with this enquiry may be copied, photographed or repeated in any manner or by any process without the written consent of the Engineer. Copyright is reserved on all designs, specifications, patents and patentable designs, systems and processes contained in the documents and drawings.

The person, firm, or body to whom these documents are issued or made available shall be held jointly and severally responsible in their personal and corporate capacities for any contravention of the requirements of Clause 1.3.5. The recipients of these documents shall treat the documents as well as the details contained herein as private and confidential.

**Clause 3.1.3: Employer's Approval Required**

The Engineer is required to obtain the specific approval of the Employer before executing any of the following functions or duties:

1. Nominating the Engineer's Representative in terms of Clause 3.2.1.
2. Delegation of Engineer's authority in terms of Clause 3.2.4.
3. Providing consent for subcontracting part of the contract in terms of Clause 4.4.
4. The issuing of instructions for dealing with fossils and the like in terms of Clause 4.7.
5. The issuing of an instruction to accurate progress in terms of Clause 5.7.
6. Granting permission to work during non-working times in terms of Clause 5.8.1.
7. The issuing of further drawings or instructions in terms of Clause 5.9
8. Suspend the progress of the works in terms of Clause 5.11.1.
9. The approval of any extension of time for completion in terms of Clause 5.12.
10. The reduction of a penalty for delay in terms of Clause 5.13.2.
11. The issuing of a variation order in terms of Clause 6.3.2.
12. The agreeing of the adjustment of the sums for general items in terms of Clause 6.11.
13. Authorizing the Contractor to repair and make good excepted risks in terms of Clause 8.2.2.2.
14. The giving of a ruling on a contractor's claim in terms of Clause 10.1.5.
15. The agreeing of an extension to the 28-day period in terms of Clause 10.1.5.1.
16. The inclusion of credits in the next payment certificate in terms of Clause 10.1.5.2.

**Clause 4.3: Legal Provisions**

*Add the following Clauses after Clause 4.3.2:*

- 4.3.3 The Employer and the Contractor shall enter into an agreement to complete the work required for the construction of the works in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (No. 85 of 1993) and the Construction Regulations promulgated thereunder, as well as any further requirements stipulated in this contract document.

## ***Low Volgate Lines Upgrade***

- 4.3.4 The Contractor shall provide proof to the Employer, within 14 days of the Commencement Date, that he/she has paid all contributions required in terms of the Compensation for Occupational Injuries and Diseases Act (Act No. 130 of 1993).

### **Clause 5.3: Commencement of Works**

The Contractor shall commence executing the Works within 14 days from the Commencement Date.

Notwithstanding the above, the Contractor will not be permitted to commence executing the Works before the Form of Guarantee and required insurances and other specified items have been submitted and approved.

### **Clause 5.4: Access to the Site**

*Add the following clause after Clause 5.4.3:*

- 5.4.4 The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the Site. The Contractor shall also provide at his/her own cost any additional facilities outside the Site required by him/her for the purposes of the Works.

### **Clause 5.5.1: Time for Practical Completion**

The Works shall be completed within the time frame stipulated, exclusive of the special non-working days and the year-end break and inclusive of the 21 day period referred to in Clause 5.3 above.

### **Clause 5.6.1: Programme of Works**

The Contractor shall deliver the programme of work within 14 days of the Commencement Date. The programme shall clearly show the order in which the Contractor proposes to carry out the work, including the critical path, the proposed rate of progress and a linked cash flow forecast. The programme shall be updated monthly.

### **Clause 5.8: Non-Working Times**

The special non-working days are the days falling in the year-end break and all gazetted public holidays falling outside the year end break?

The year end break commences on 15 December 2020 and ends on 5 January 2021

### **Clause 5.9: Instructions**

*Add the following Clauses after Clause 5.9.7:*

- 5.9.8 Bid Drawings shall be used for Bid purposes only and shall not be used for construction.

The Engineer shall have full power and authority to supply to the Contractor from time to time during the progress of the Works copies of such further drawings and such instructions as shall be necessary for the purpose of the proper and adequate execution and maintenance of the Works, which the Contractor shall carry out and be bound by.

### **Clause 5.12.2.2: Extension of Time**

Regardless of the cause of any delay an extension of time will only be considered if it can be shown that the activity delayed is on the critical path indicated on the Programme of Works (Clause 5.6.1).

No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal Climatic Conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature. However, in the event that delays to critical activities exceed the number of working days listed below for each month, then abnormal climatic conditions shall be deemed to exist, and an extension of time shall be granted in accordance with the provisions of that Clause.

The number of days quoted below shall be regarded as a fair estimate of the delays to be anticipated and allowed for under normal climatic conditions where inclement weather prevents or disrupts work on the critical path.

January	3 days	May	1 days	September	1 days
February	3 days	June	0 days	October	2 days
March	2 days	July	0 days	November	3 days
April	1 days	August	1 days	December	3 days

Claims for delays for abnormal climatic conditions shall be accompanied by substantiating facts and evidence, which shall be submitted timeously as each day or half-day delay is experienced. Should an extension of time be granted by the Engineer such extension of time will be added to the Time for Completion or set against any over-provision that may have occurred in the abovementioned schedule?

It shall be further noted that where the critical path is not affected, no extension of time for abnormal climatic conditions or for any other reason will be entertained.

**Clause 5.12.3: Adjustment to General Items**

*Add the following to Clause 5.12.3*

The cost of time related general items will be calculated on the basis of the number of days in Clause 5.5.1.

**Clause 5.13.1: Penalty for Delay**

The penalty for failing to complete the Works on time is R 1 000.00 per calendar day.

**Clause 6.2: Security**

The Deed of Guarantee is to be delivered to the Employer within 14 days of the Commencement Date.

The Performance Guarantee shall be worded as set out in the document included in C1.2.

The liability of the guarantee shall be for 10% of the Contract Price.

**Clause 6.8.2: Contract Price Adjustment**

*Add the following to Clause 6.8.2:*

The Contract Price shall not be subject to contract price adjustment.

**Clause 6.8.3: Variation in Cost of Special Materials**

Price adjustments for variations in the costs of special materials are not allowed.

**Clause 6.10.1.5: Interim Payments – Materials on Site**

The percentage advance on materials on site but not yet built into the Permanent Works is 80% (eighty percent).

**Clause 6.10.3: Retention Money**

The percentage retention on the amounts due to the Contractor is 10% (ten percent). The limit of retention is 5% of the Contract Price, including allowances for contingencies and Contract Price Adjustment.

**Clause 6.10.5: Payment of Retention Money**

One half of the retention money shall become due and paid to the Contractor when the Engineer shall have issued a Certificate of Completion in terms of Clause 5.14.4 and the other half when the Engineer ..” *and replace with the words “.. the full limit of retention money shall be held until the Engineer ..”*

**Clause 6.10.5.1**

*In the sixth line, delete the words “ .. of the second half ..”*

**Clause 6.10.6: Set-Off and Delayed Payments**

A guarantee in lieu of retention is not permitted.

**Clause 8.6.1: Insurances**

**Clause 8.6.1.1.2**

The value of the materials supplied by the Employer to be included in the insurance sum is R2 million.

**Clause 8.6.1.1.3**

The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is R0.00 -Nil.

**Clause 8.6.1.3**

The limit of indemnity for liability insurance is R10 000 000.00 for any single claim – the number of claims to be unlimited during the construction.

**Clause 8.6.1.5: Additional Insurance**

Additional Insurance is required for the following:



### ***Low Volgate Lines Upgrade***

- a) Insurance of Construction Plant and Equipment (including tools, offices and other temporary structures and contents) and all other items (except those intended for incorporation into the Works) brought onto the site for a sum sufficient to provide for their replacement.
- b) Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993.
- c) Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity.
- d) Where the contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor's Policies of Insurance.
- e) The insurance policy held by the Contractor shall cover "wet risks" because a portion of the works will be in the confines of an existing river and storm water channel.
- f) Professional Indemnity Insurance providing cover in an amount of not less than R10 000 000.00 in respect of each and every claim. This insurance shall remain in force after completion of this contract for a period of not less than 1 (one) year.

#### **Clause 8.22: Proof of Payment**

*Add the following:*

The contractor shall within 14 days of the Commencement Date provide the Employer/Engineer the relevant policy or policies of insurance.

#### **Clause 9.2.1: Termination by the Employer**

*Add the following Clauses after Clause 9.2.1.3.7:*

- 9.2.1.3.8 The Contractor fails to provide the required Guarantee and insurances within the prescribed time.
- 9.2.1.3.9 The Contractor committed a corrupt or fraudulent act during the procurement process or the execution of the contract.
- 9.2.1.3.10 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 the Contractor.

#### **Clause 10.3; 10.4; 10.5: Dispute Resolution**

Dispute resolution shall be by standing adjudication panel or ad-hoc adjudication.

### **ADDITIONAL CONDITIONS OF CONTRACT**

*The additional Conditions of Contract are:*

#### **Clause 11: Contractor to Provide Everything Necessary**

The Contractor is to provide all labour, material, workmanship, machinery and everything which is or may be necessary in and for the execution and entire completion of the Contract in accordance with the Conditions of Contract, Drawings and Scope of Work.

#### **Clause 12: Details to be Confidential**

The Contractor shall treat the details of the Works comprised in this Contract as private and confidential (save in so far as may be necessary for the purposes hereof) and shall not publish or disclose the same or any particulars thereof in any trade or technical paper elsewhere without prior written consent of the Engineer.

Part 2: Data Provided by the Contractor

Clause 1.2.1: Delivery of Notices

The name of the Contractor is .....

The address of the Contractor is .....

Physical Address

Postal Address

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

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

Telephone: .....

Fax:.....

Email: .....

SIGNED ON BEHALF OF/BY THE BIDDER:

NAME

SIGNATURE

CAPACITY

DATE

## C1.2. Performance Guarantee

### GUARANTOR DETAILS AND DEFINITIONS

"Guarantor: ..... means:

Physical ..... address:

"Employer" means: **WINNIE MADIKIZELA MANDELA MUNICIPALITY**

"Contractor" ..... means:"

"Engineer" means: **WINNIE MADIKIZELA MANDELA MUNICIPALITY**

"Works" ..... means:

"Site" ..... means:

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

"Contract Sum" means: The accepted amount inclusive of tax of R

Amount ..... in ..... words:

"Guaranteed Sum" means: The maximum aggregate amount of R

Amount ..... in ..... words:

"Expiry Date" ..... means:

### CONTRACT DETAILS

Engineer issues: Interim Payment Certificates, Final Payment Certificate and the Certificate Completion of the Works 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 Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer 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 Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such

**Low Voltage Lines Upgrade**

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 with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
- 4.3. A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified 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 calling up this Performance Guarantee, such demand stating that:
  - 5.1. the Contract has been terminated due to the Contractor's default and that 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 the 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/her affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his/her release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
11. The Guarantor chooses the physical 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 no 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 Courts 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:**.....

**GUARANTOR (1)**

**SIGNATURE**

**DATE**

**CAPACITY**

***Low Voltage Lines Upgrade***

**GUARANTOR (2)**

**SIGNATURE**

**DATE**

**CAPACITY**

**WITNESS (1)**

**SIGNATURE**

**WITNESS (2)**

**SIGNATURE**

**ANNEXURE**

**LIST OF APPROVED FINANCIAL INSTITUTIONS**

*List as appropriate for each specific project.*

**National Banks:**

**International Bank (With Branches In SA):**

**Insurance Companies:**

### **C1.3. Adjudication**

Adjudication shall be carried out in terms of Clauses 10.5 and 10.6 of the General Conditions of Contract.

The Disclosure Statement and the Adjudication Board Member Agreement to be used in this Contract are contained Appendices 4 and 5 of the General Conditions of Contract 2010.

## C1.4. Occupational Health and Safety Agreement

**AGREEMENT MADE AND ENTERED INTO BETWEEN Error! Reference source not found.(HEREINAFTER CALLED THE "EMPLOYER") AND**

.....  
(Contractor/Mandatory/Company/CC Name)

**IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, ACT No. 85 OF 1993 AS AMENDED.**

I, .....  
representing

....., as an employer in its own right, do hereby undertake to ensure, as far as is reasonably practicable, that all work will be performed, and all equipment, machinery or plant used in such a manner as to comply with the provisions of the Occupational Health and Safety Act (OHSA) and the Regulations promulgated thereunder.

I furthermore confirm that I am/we are registered with the Compensation Commissioner and that all registration and assessment monies due to the Compensation Commissioner have been fully paid or that I/We are insured with an approved licensed compensation insurer.

COID ACT Registration Number: .....

OR Compensation Insurer: ..... Policy No.: .....

I undertake to appoint, where required, suitable competent persons, in writing, in terms of the requirements of OHSA and the Regulations and to charge him/them with the duty of ensuring that the provisions of OHSA and Regulations as well as the Council's Special Conditions of Contract, Way Leave, Lock-Out and Work Permit Procedures are adhered to as far as reasonably practicable.

I further undertake to ensure that any subcontractors employed by me will enter into an Occupational Health and Safety Agreement separately, and that such subcontractors comply with the conditions set.

I hereby declare that I have read and understand the appended Occupational Health and Safety Conditions and undertake to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan.

Signed at ..... on the ..... day of ..... 20.....

### **SIGNED BY/ON BEHALF OF CONTRACTOR - MANDATORY**

--

**NAME**

--

**SIGNATURE**

--

**DATE**

### **SIGNED BY WITNESS:**

--

**NAME**

--

**SIGNATURE**

--

**DATE**



### ***Low Voltage Lines Upgrade***

Signed at ..... on the ..... day of ..... 20.....

#### **SIGNED BY/ON BEHALF OF WINNIE MADIKIZELA MANDELA MUNICIPALITY**

**NAME**

**SIGNATURE**

**DATE**

#### **SIGNED BY WITNESS:**

**NAME**

**SIGNATURE**

**DATE**

### **Occupational Health and Safety Conditions**

1. The Chief Executive Officer of the Contractor shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act (as amended). Should the Contractor assign any duty in terms of Section 16(2), a copy of such assignment shall immediately be provided to the representative of the Employer as defined in the Contract.
2. All work performed on the Employer's premises shall be performed under the supervision of the construction supervisor who understand the hazards associated with any work that the Contractor performs on the site in terms of Construction Regulations 2003.
3. The Contractor shall appoint a Competent Person who shall be trained on any occupational health and safety aspect pertaining to them or to the work that is to be performed.
4. The Contractor shall ensure that he familiarises himself with the requirements of the Occupational Health and Safety Act and that he/she, his/her employees, and any sub-contractors, comply with them.
5. Discipline in the interests of occupational health and safety shall be strictly enforced.
6. Personal protective equipment shall be issued by the Contractor as required and shall be worn at all times where necessary.
7. Written safe work procedures and appropriate precautionary measures shall be available and enforced, and all employees shall be made conversant with the contents of these practices.
8. No substandard equipment/machinery/articles or substances shall be used on the site.
9. All incidents referred to in terms of Section 24 of the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour and the Employer.
10. The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act and into any incident involving a Contractor and/or his/her employees and/or his/her sub-contractor/s.
11. No use shall be made of any of the Employer's machinery/plant/equipment/substance/personal protective equipment or any other article without prior arrangement and written approval.
12. No alcohol or any other intoxicating substance shall be allowed on the site. Any person suspected of being under the influence of alcohol or any other intoxicating substance shall not be permitted access to, or allowed to remain on the site.
13. Prior to commencement of any work, verified copies of all documents mentioned in the agreement, must be presented to the Employer.

## PRICING SCHEDULE – FIRM PRICES (PURCHASES)

**NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

Name of Bidder.....	Bid Number.....
Closing Time .....	Closing Date .....

OFFER TO BE VALID FOR.....DAYS FROM THE CLOSING DATE OF BID.

---

ITEM NO.	PAYMENT REF	DESCRIPTION	UNIT	QUANTITY	RATE	BID PRICE	RSA	CURRENCY
**(INCL ALL TAXES)								

---

- Required by: Winnie Madikizela Mandela Local Municipality.
- Does the offer comply with the specification(s)?      \*YES/NO
- If not to specification, indicate deviation(s)      .....
- Period required for delivery      .....  
\*Delivery: Firm/Not firm
- Delivery basis      .....

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

\*\* "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

\*Delete if not applicable

## **C2.1. Pricing Instructions**

1. Measurement and payment shall be in accordance with the relevant provisions of Clause 8 of each of the SANS 1200 Specifications for Civil Engineering Construction referred to in the Scope of Work. The Preliminary and General items shall be measures in accordance with the provisions of SANS 1200-A, General.

2. The units of measurement described in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are as follows:

%	=	per cent	m <sup>2</sup> .pass	=	square metre-pass
h	=	hour	m <sup>3</sup>	=	cubic metre
ha	=	hectare	m <sup>3</sup> .km	=	cubic metre-kilometre
kg	=	kilogram	MN	=	meganewton
kℓ	=	kilolitre	MN.m	=	meganewton-metre
km	=	kilometre	MPa	=	megapascal
km-pass	=	kilometre-pass	No.	=	number
kPa	=	kilopascal	Prov sum	=	Provisional sum
kW	=	kilowatt	P C sum	=	Prime Cost sum
ℓ	=	litre	sum	=	lump sum
m	=	metre	t	=	ton (1 000 kg)
mm	=	millimetre	W/day	=	Work day
m <sup>2</sup>	=	square metre			

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

4. The prices and rates to be inserted in the Bill of Quantities are to be the full inclusive prices for the work described under the items. Such prices and rates shall cover all costs and expenses that may be required in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices shall be used as a basis for assessment of payment for additional work that may have to be carried out.

5. It will be assumed that prices included in the Bill of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for Bids. (Refer to **[www.sabs.co.za](http://www.sabs.co.za)** or **[www.iso.org](http://www.iso.org)** for information on standards).

6. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount Bidded for such items.

7. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bill of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.

8. The quantities set out in the Bill 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.

9. Reasonable compensation will be received where no pay item appears in respect of work required in the Bills of Quantities in terms of the Contract and which is not covered in any other pay item.

10. The short descriptions of the items of payment given in the Bill of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.

11. Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the SANS 1200 Standardised Specifications.

## **Bill of Quantities**

<b>TIME FOR COMPLETION OF CONTRACT: 06 MONTHS</b>
---

## **Declaration**

**(In respect of completeness of Bid)**

**WINNIE MADIKIZELA MANDELA MUNICIPALITY**  
51 WINNIE MADIKIZELA MANDELA STREET  
BIZANA

I/we, the undersigned, do hereby declare that these are the properly priced Bill of Quantities forming part of this Contract Document in consecutive order upon which my/our Bid for the Medium Voltage Lines Upgrade has been based.

**SIGNED BY/ON BEHALF OF BIDDER**

**NAME**

**SIGNATURE**

**DATE**

## **C3.1. Description of the Works**

### **C3.1.1 Employer's Objectives**

**WINNIE MADIKIZELA MANDELA MUNICIPALITY** objective is to deliver public infrastructure using plant and local labour in the Medium Voltage Lines Upgrade. The contractor shall make use of local resources as is reasonable. These local resources include local labour, local suppliers, builders, sub contractors and plant hire.

### **C3.1.2 Overview of the Works**

Supervision, Commissioning, Closeout reports **LOW VOLTAGE LINES UPGRADE**

### **C3.1.3 Extent of the Works**

The description of works given is merely an outline and does not limit the full extent of the actual work to be carried out on the ground.

The contractor is required to supply mark up as – built drawings and hand over in working order the whole of the works according to the design by the Project Engineer. The design is based on the Eskom DT standards latest revisions. The contractor will provide a suitable site store, office and security for the duration of the project. The detail of the works required is included in the design drawings, bill of quantities and works information.

### **C3.1.4 Location of the Works**

LOW VOLTAGE LINES UPGRADE project is in ward 01. Its within the jurisdiction of Winnie Madikizela Mandela local Municipality.

### **C3.1.5 Description of Site and Access**

The areas have easy access facilities.

### **C3.1.6 Temporary Works**

#### **C3.1.6.1 TEMPORARY OFFICES**

The Contractor shall provide, for the exclusive use of the Engineer and his staff, two offices and a toilet.

#### **C3.1.6.2 Sanitary Facilities**

The Contractor shall provide suitable and adequate latrines for his employees and his Sub-con-tractors. Latrines shall be provided at suitable positions throughout the site (i.e. mobile latrines) and shall be maintained by the Contractor in a clean and sanitary condition to the Engineer's satisfaction. The use of latrines shall be enforced and fouling of the site will not be permitted.

#### **C3.1.6.3 Name boards**

The Contractor shall supply and erect at approved sites two name boards, as shown on the detailed drawing included with this document, at the commencement of the contract, and shall maintain them for the duration of the construction period. The Contractor is to remove the name boards at the end of the contract.

#### **C3.1.6.4 Facilities for Construction Waste**

The Contractor shall make suitable enclosed containers available for the storage of all construction waste (i.e. whether it is in the camp or on the construction site). The Contractor shall ensure that these containers are emptied at the local solid waste site.

## C3.2. Engineering

### C3.2.1 Design Services and Activity Matrix

Below is a list of tasks and responsible parts for the project:

Concept, feasibility and overall process	Employer/	WINNIE	MADIKIZELA	MANDELA
MUNICIPALITY				
Basic engineering and detail layouts to Bid stage	Employer/	WINNIE	MADIKIZELA	MANDELA
MUNICIPALITY				
Final design to be approved for construction stage	Employer/	WINNIE	MADIKIZELA	MANDELA
MUNICIPALITY				
Temporary works	Contractor			
Preparation of as-built drawings	Contractor			

## C3.3. Procurement

### C3.3.1 Preferential Procurement Procedures

#### C3.3.1.1 Requirements

State requirements appropriate to the methodology and procedures which are to be followed. (See Annex A of SANS 10396. Make reference to Preference Schedules, if any.

#### C3.3.1.2 Resource Standard Pertaining to Targeted Procurement

State the number, title, part and edition of SANS 1914 Targeted Procurement applicable to the contract and all data, variations and definitions required - e.g. definitions of targeted groups, weighting factors etc. (Refer to SANS 10396 for specific guidance)

- SANS 1914-1:2002 Targeted Construction Procurement Part 1 – Participation of Targeted Enterprises
- SANS 1914-2:2002 Targeted Construction Procurement Part 1 – Participation of Targeted Partners in Joint Ventures
- SANS 1914-3:2002 Targeted Construction Procurement Part 1 – Participation of Targeted Enterprises and Targeted Partners in Joint Ventures
- SANS 1914-4:2002 Targeted Construction Procurement Part 1 – Participation of Targeted Enterprises and Targeted Labour (local resources)
- SANS 1914-5:2002 Targeted Construction Procurement Part 1 – Participation of Targeted Labour
- SANS 1914-6:2002 Targeted Construction Procurement Part 1 – Participation of Targeted Enterprises in Concession Contracts

### C3.3.2 Subcontracting

#### General

The human resources of the local community are generally underdeveloped, underutilised and underemployed and the Contractor shall make maximum use of such resources in the execution of the Works included in this Contract. The employment of the local community in the execution of the Works shall generally be through sub-letting of the work to local Subcontractors who will employ labour drawn from the local communities on a task work basis. The Contractor will be allowed to carry out certain functions using local labour engaged on an Employer/Employee basis, where the use of Subcontractors is deemed unsuitable.

Identification and selection of suitable local Subcontractors and labour will be undertaken by the contractor and the municipality. The appointment of these Subcontractors and labourers will initially be for a trial period during which time they will be given a test section of work which they will be required to successfully complete prior to being allocated further sections. Should the employment of any local Subcontractor or labourer prove to be unsatisfactory at any time, and then the Contractor shall be required to refer the matter to the engineer who will immediately undertake the necessary actions to rectify the situation through disciplinary action or even dismissal of the offender.

#### Employment of Local Community

Where it is necessary for the Contractor to directly engage workers for the execution of the Works, the Contractor shall limit the use of non-local workers to key personnel only and shall engage or employ only workers from within the local community, and provide all training to such workers as may be necessary for their successful utilisation on the Works.

No additional payments shall be made to the Contractor in respect of the use of local workers, nor for any increase in the numbers of non-local workers as may be authorised by the Engineer. All additional costs as may be incurred by the Contractor in compliance with this Sub-Clause shall be deemed to be included in the Bidded rates and prices for the various items listed in the Schedule of Quantities.

### **Conditions of Temporary Employment**

The following conditions will apply to the employment of local labour, whether employed directly or through a Subcontractor:

- Transport to site will not be provided
- There will be no payment for leave, sick leave, holidays or rain days
- Notice period for termination of employment shall be 2 days and there shall be no severance pay. The Contractor shall however give, at the earliest possible opportunity, notice of the termination of the project and/or an employee's participation in the project
- Workmen's Compensation Act (WCA) benefits shall apply
- The Occupational Health and Safety Act will be adhered to
- An employee shall not be required or permitted to work continuously for more than five hours without a meal interval of not less than half an hour.

#### **C3.3.2.1 Scope of Mandatory Subcontract Works**

The Contractor shall sub-let to Local Subcontractors 15% of the Bid value. The Contractor shall sub-let to local Subcontractors the supply of materials for any of the works to a value of 5% of Bid value.



## **C3.4. Construction**

### **C3.4.1 Works Specifications**

#### **C3.4.1.1 Applicable SANS 2001 Standards**

List the number, title, part and edition of the SANS 2001 standard(s) for construction works applicable to the contract and all associated specification data – refer to Annex A of each specification for specific guidance.

- SANS 1200 A - 1986 General
- SANS 1200 AA - 1986 General (Small Works)
- SANS 1200 AB - 1986 Engineer's Office
- SANS 1200 AD - 1986 General (Small Dams)
- SANS 1200 C - 1980 Site Clearance (As Amended 1982)

#### **C3.4.1.2 Applicable National and International Standards**

List all applicable national and international standards and all values pertaining to specific attributes relating thereto.

- NRS 041-1995: Code of Practice for Overhead Power Lines for Conditions Prevailing in South Africa.
- SABS 182: Conductors for overhead electrical transmission lines. Part 3: Aluminium Conductors, Steel Reinforced.
- SABS 177: Ceramic and glass insulators for overhead lines of nominal voltage greater than 1000V.
- SABS 161: Low voltage porcelain insulators.
- SABS 178: Non-current-carrying line fittings for overhead power lines.
- SABS 753: Wooden power transmission poles and cross-arms.
- SABS 171: Low voltage lighting arrestors.
- SABS 1619: Small power distribution unit
- NRS 009-1: Electricity sales systems, Part 1 - Glossary and systems overview (1995)
- NRS 009-4: Electricity sales systems, Part 4 - National electricity meter cards and associated numbering standards. Section 1: National electricity meter cards (1995)
- NRS 013: Electric power cables from 1 kV to 36 kV - Preferred types and sizes for the ESI (1991)
- NRS 016: Code of Practice for earthing of low voltage distribution systems - 2nd edition (1995)
- NRS 017: Overhead split-concentric cable for single-phase service connections (1993)
- NRS 027: Distribution transformer
- NRS 032: Service distribution box - Outdoor pole-mounted - For below 1000V (1993)
- NRS 034-1: Guidelines for the provision of electrical distribution networks in residential areas, Part 1 - Planning and design of distribution systems (1992)
- NRS 034-3: Guidelines for the provision of electrical distribution networks in residential areas, Part 3 - Overhead distribution in low and moderate consumption areas (1995)
- NRS 035: Outdoor distribution cut-outs (Drop-out fuses) - pole-mounted type (1994)

### **C3.4.2 Plant and Materials**

#### **C3.4.2.1 Plant and Materials Supplied by the Employer**

No free issue materials to be provided

#### **C3.4.2.2 Materials, Samples and Shop Drawings**

Proof of compliance with materials specifications, samples of materials and finishes, shop drawings required to amplify designs of aspects of the works, use of proprietary materials, etc.

### **C3.4.3 Construction Equipment**

#### **C3.4.3.1 Requirements for Equipment**

All equipment to be tested for compliance and certificates provided.

#### **C3.4.3.2 Equipment Provided by the Employer**

Contractor to provide all equipment.

### **C3.4.4 Existing Services**

#### **C3.4.4.1 Known Services**

Existing services are marked out on drawings to be issued to successful Bidder.

#### **C3.4.4.2 Treatment of Existing Services**

Termination, diversion or continued use thereof, either temporarily or permanently works to be carried out by the contractor as agreed and approved by the engineer.

#### **C3.4.4.3 Damage To Services**

Contractor is responsible for making good any damaged services.

### **C3.4.5 Site Establishment**

#### **C3.4.5.1 Services and Facilities Provided by the Employer**

If available the employer will provide the following facilities else the contractor is responsible for ensuring that these services are available on the site.

- Water – location, quality, approximate pressure, source etc
- Electricity – location, phase, source etc
- Telecommunications – location of lines
- Ablution facilities – nature and location
- Accommodation – nature and location
- Medical / first aid – nature and location
- Fire protection services – nature and location
- Other – describe as appropriate

The contractor to connect to and distribute such services, ensure provision of backup or standby for such services provided, clear up and make good such facilities when they are no longer required, continuous disposal of waste and surplus materials to maintain a tidy site, etc.

#### **C3.4.5.2 Facilities Provided by the Contractor**

The contractor is responsible to be provided facilities such as construction camps, offices and workshops and ensure removal and making good of the camp areas when no longer required.

#### **C3.4.5.3 Vehicles and Equipment**

Contractor to provide on-site office to be used by employer or engineer when they visit the site, the office should be furnished with chair and table and shall have power, computer and telephone points.

### **C3.4.6 Survey Control and Setting Out of the Works**

Survey work to be done by employer's surveyor

## **C3.5. Technical Specification**

### **C3.5.1 Scope of Works**

#### **Low Voltage Lines Upgrade**

1. Reclaim Old 9m poles
2. Excavate and plant new 9m poles
3. Dismantle 11 000 of single-phase ABC
4. Stringing of 11 000 of 3 phase, 35mm ABC.
5. Transport old reclaimed material to a site proposed by client.

### **C3.5.2 WORKMANSHIP AND COMPLIANCE WITH REGULATIONS, STANDARDS AND CODES**

The Electrical Contractor shall adhere to all the relevant regulations, standards and codes specified in the Bid document.

Any items not specified, but reasonably assumed to be necessary, for the completion of the works to recognise standards of workmanship and practice, shall be deemed to be included in the contract.

The workmanship throughout the Works shall be to the satisfaction of Mbizana Municipality and relevant codes of practice. Any materials or workmanship considered to be faulty or incorrectly or inadequately erected or repaired shall be substituted, altered or rectified to the satisfaction of Mbizana Municipality without additional costs to the Employer.

#### **MEASUREMENT**

The Electrical Contractor shall not scale drawings or make any assumptions regarding measurements / dimensions. If in doubt, the Electrical Contractor is to obtain clarification from the Municipal Electrical Engineer.

### **C3.5.3 MISCELLANEOUS**

#### **C3.5.3.1 Safety Signage**

The Electrical Contractor shall supply and install all danger, sub-station and safety notices and signs in terms of the relevant regulations.

All safety signage installed shall be in accordance with SABS 1186.

#### **C3.5.3.2 Plant Data Sheets, Maintenance and Record Drawings**

The Electrical Contractor will be responsible for one year defects / maintenance period.

#### **C3.5.3.3 Traffic**

The Electrical Contractor shall, in cooperation with, and in accordance with any instruction from the relevant traffic authorities take precautions for the protection of the Works and the safety of the public and private vehicles and pedestrians. Temporary traffic signs shall be erected at diversions.

#### **C3.5.3.4 Environmental Management Plan**

The Electrical Contractor shall comply the provisions of the Construction Environmental Management Plan, relating to his activities during the implementation of the Works, if specified by the Employer.

A copy of the Environmental Management requirements is enclosed with the Bid documents

### **C3.5.4 PROJECT COMPONENTS**

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## INTRODUCTION

This document is to assist Principal Electrical Contractors and **WINNIE MADIKIZELA MANDELA MUNICIPALITY** Management in managing and supervising the construction work environment in order to minimise the probability of incidents which could result in an injury, accident, fire or loss. Every member of the Mbizana Municipality has the authority and responsibility to report to Management any operation or deficiency, which contravenes the Safety Specifications listed in this document in order to take appropriate remedial action.

### **Note:**

The Principal Electrical Contractor must prepare a Health and Safety plan based on these specifications and return to **WINNIE MADIKIZELA MANDELA MUNICIPALITY** for approval prior to consideration of the Bid.

Management of **WINNIE MADIKIZELA MANDELA MUNICIPALITY** and the Electrical Contractor agree that the Safety Specifications as set out in this document shall form part of the contract, and that they are bound by such conditions which take precedence over any other conflicting conditions in this contract. The Principal Electrical Contractor undertakes to inform all employees who perform work during duration of this contract of their obligations in terms thereof.

The Health and Safety plan is required in terms of the Occupational Health and Safety Act 85/93 and Regulations as amended and in particular the Construction Regulations 2003.

The attached specs are generic to Construction work and not project specific. A Risk Assessment needs to be undertaken to determine project specific Safety Specifications.

### C3.5.5 DEFINITIONS

In these Regulations any word or expression to which a meaning has been assigned in the Act shall have the meaning so assigned and, unless the context otherwise indicates

**“agent”** means any person who acts as a representative for a client in managing the overall construction work.

**“angle of repose”** means the steepest angle of a surface at which a mass of loose or fragmented material will remain stationary in a pile on a surface, rather than sliding or crumbling away;

**“batch plant”** means machinery, appliances or other similar devices that are assembled in such a manner so as to be able to mix materials in bulk for the purposes of using the mixed product for construction work;

**“client”** means any person for whom construction work is performed;

**“competent person”** in relation to construction work, means any person having the knowledge, training and experience specific to the work or task being performed: Provided that where appropriate qualifications and training are registered in terms of the provisions of the South African Qualifications Authority Act, 1995 (Act No. 58 of 1995), these qualifications and training shall be deemed to be the required qualifications and training;

**“construction work”** means any work in connection with—

- (a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;
- (b) the installation, erection, dismantling or maintenance of a fixed plant where such work includes the risk of a person falling;
- (c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil Consulting Electrical Engineering structure; or
- (d) the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work;

**“construction vehicle”** means a vehicle used for means of conveyance for transporting persons or material or both such persons and material, as the case may be, both on and off the construction site for the purposes of performing construction work;

**“Electrical Contractor”** means an employer, as defined in section 1 of the Act, who performs construction work and includes principal Electrical Contractors;

**“design”** in relation to any structure includes drawings, calculations, design details and specifications;

**“designer”** means any person who

- (a) prepares a design;
- (b) checks and approves a design;
- (c) arranges for any person at work under his control (including an employee of his, where he is the employer) to prepare a design, as well as;
- (d) architects and Consulting Electrical Engineers contributing to, or having overall responsibility for the design;
- (e) build services Consulting Electrical Engineers designing details for fixed plant;
- (f) surveyors specifying articles or drawing up specifications;
- (g) Electrical Contractors carrying out design work as part of a design and build project;
- (h) temporary works Consulting Electrical Engineer designing formwork and false work; and
- (i) interior designers, shop-fitters and landscape architects.

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

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

**“explosive powered tool”** means a tool that is activated by an explosive charge and that is used for driving bolts, nails and similar objects for the purpose of providing fixing;

**“fall prevention equipment”** means equipment used to prevent persons from falling from an elevated position, including personal equipment, body harness, body belts, lanyards, lifelines or physical equipment, guardrails, screens, barricades, anchorages or similar equipment;

**“fall arrest equipment”** means equipment used to arrest the person in a fall from an elevated position, including personal equipment, body harness, lanyards, deVuyarisation devices, lifelines or similar equipment, but excludes body belts;

**“fall protection plan”** means a documented plan, of all risks relating to working from an elevated position, considering the nature of work undertaken, and setting out the procedures and methods to be applied in order to eliminate the risk;

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

**“health and safety file”** means a file, or other record in permanent form, containing the information required as contemplated in these regulations;

**“health and safety plan ”** means a documented plan which addresses hazards identified and includes safe work procedures to mitigate, reduce or control the hazards identified;

**“health and safety specification”** means a documented specification of all health and safety requirements pertaining to the associated works on a construction site, so as to ensure the health and safety of persons;

**“material hoist”** means a hoist used to lower or raise material and equipment, and includes cantilevered platform hoists, mobile hoists, friction drive hoists, scaffold hoists, rack and pinion hoists and combination hoists;

**“medical certificate of fitness”** means a certificate valid for one year issued by an occupational health practitioner, issued in terms of these regulations, whom shall be registered with the Health Professions Council of South Africa;

**“method statement”** means a written document detailing the key activities to be performed in order to reduce as reasonably as practicable the hazards identified in any risk assessment;

**“mobile plant”** means machinery, appliances or other similar devices that is able to move independently, for the purpose of performing construction work on the construction site;

**“National Building Regulations”** means the National Building Regulations made under section 17(1) of the National Building Regulations and Building Standards Act, 1977 (Act No. 103 of 1977), and published under Government Notice No. R.1081 of 10 June 1988, as amended;

**“person day”** means one individual carrying out construction work on a construction site for one normal working shift;

**“plant”** includes fixtures, fittings, implements, equipment, tools and appliances, and anything which is used for any purpose in connection with such plant.

**“premises”** includes any building, vehicle, vessel, train or aircraft.

**“principal Electrical Contractor”** means an employer, as defined in section 1 of the Act who performs construction work and is appointed by the client to be in overall control and management of a part of or the whole of a construction site;

**“professional Consulting Electrical Engineer or professional certificated Consulting Electrical Engineer”** means any person holding registration as either a Professional Consulting Electrical Engineer or Professional Certificated Consulting Electrical Engineer under the Consulting Electrical Engineering Profession Act, 2000 (Act No. 46 of 2000);

**“professional technologist”** means any person holding registration as a Professional Technologist under the Consulting Electrical Engineering Profession Act, 2000 ( Act No. 46 of 2000);

**“provincial director”** means the provincial director as defined in regulation 1 of the General Administrative Regulations under the Act;

**“risk assessment”** means a programme to determine any risk associated with any hazard at a construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard;

**“roof apex height”** means the dimensional height in metres measured from the lowest ground level abutting any part of a building to the highest point of the roof;

**“SABS 085”** means the South African Bureau of Standards’ Code of Practice entitled “The Design, Erection, Use and Inspection of Access Scaffolding”;

**“SABS 0400”** means the South African Bureau of Standards, Code of Practice for the application of the National Building Regulations;

**“SABS EN 1808”** means the South African Bureau of Standards’ Standard Specification entitled: “Safety requirements on suspended access equipment - Design calculations, stability criteria, construction-tests”;

**“SABS 1903”** means the South African Bureau of Standards’ Standard Front-end Specification entitled: “Safety requirements on suspended access equipment - Design calculations, stability criteria, construction-tests”;

**“scaffold”** means any temporary elevated platform and supporting structure used for providing access to and supporting workmen or materials or both;

**“shoring”** means a structure such as a hydraulic, mechanical or timber/steel shoring system that supports the sides of an excavation and which is intended to prevent the cave-in or the collapse of the sides of an excavation, and “shoring system” has a corresponding meaning;

**“structure”** means

(a) any building, steel or reinforced concrete structure (not being a building), railway line or siding, bridge, waterworks, reservoir, pipe or pipeline, cable, sewer, sewage works, fixed vessels, road, drainage works, earthworks, dam, wall, mast, tower, tower crane, batching plants, pylon, surface and underground tanks, earth retaining structure or any structure designed to preserve or alter any natural feature, and any other similar structure;

(b) any formwork, false work, scaffold or other structure designed or used to provide support or means of access during construction work; or

(c) any fixed plant in respect of work which includes the installation, commissioning, decommissioning or dismantling and where any such work involves a risk of a person falling two metres or more;

**“suspended platform”** means a working platform suspended from supports by means of one or more separate ropes from each support;

**“the Act”** means the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993);

**“tunnelling”** means the construction of any tunnel beneath the natural surface of the earth for a purpose other than the searching for or winning of a mineral;

#### **CSS. 1 Accidents / Occupational Disease.**

Incidents or occupational disease relative to the contract must be reported by the Principal Electrical Contractor to the Department of Labour as required by the **OHS Act 85 of 1993 : General Administrative Regulation 8**. A copy of all such reports must be made available to **WINNIE MADIKIZELA MANDELA MUNICIPALITY**. The Principal Electrical Contractor is expected to co-operate fully in this regard.

#### **CSS. 2 Accommodation**

Where facilities are available, the **WINNIE MADIKIZELA MANDELA MUNICIPALITY** will provide suitable sanitary, washing and changing facilities as well as space for materials storage. The Principal Electrical Contractor must keep these areas clean and tidy. However, where these facilities are not available, the Principal Electrical Contractor must provide his own facilities by fencing, partitioning or some other means. **(See CSS. 10)**

#### **CSS. 3 Advice Regarding Safety Requirements**

The Mbizana Municipality staff will assist Electrical Contractors in any practical way possible to facilitate the safe execution of the work involved in the mutual interest of both parties.



#### **CSS. 4 Atmospheric Conditions**

Work shall not be carried out in any tank, vessel, chamber, manhole or other enclosed or partially enclosed space or area in which dangerous fumes, toxic flammable gasses or oxygen deficiencies might be present. The requirements of **General Safety Regulation 5** of the OHS Act of 1993 shall be complied with at all times.

#### **CSS. 5 Batch plants**

- (1) A Electrical Contractor shall ensure that all batch plants are operated and supervised by a competent person who has been appointed in writing.
- (2) A Electrical Contractor shall ensure that the placement and erection of a batch plant complies with the requirements set out by the manufacturer and that such plant is erected as designed.
- (3) A Electrical Contractor shall ensure that all devices to start and stop a batch plant are provided and that these devices are
  - (a) placed in an easily accessible position; and
  - (b) constructed in such a manner as to prevent accidental starting.
- (4) The Electrical Contractor shall ensure that the machinery and plant selected is suitable for the task and that all dangerous moving parts of a mixer are placed beyond the reach of persons by means of doors, covers or other similar means.
- (5) No person shall be permitted to remove or modify any guard or safety equipment relating to a batch plant, unless authorised to do so by the appointed person as contemplated in sub-regulation (1).
- (6) A Electrical Contractor shall ensure that all persons authorised to operate the batch plant are fully
  - (a) aware of all the dangers involved in the operation thereof; and
  - (b) conversant with the precautionary measures to be taken in the interest of health and safety.
- (7) No person supervising or operating a batch plant shall authorise any other person to operate the plant, unless such person is competent to operate such machinery.
- (8) A Electrical Contractor shall ensure that all precautionary measures as stipulated for confined spaces in the General Safety Regulations promulgated by Government Notice No. R.1031 dated 30 May 1986, as amended, are adhered to when entering any confined space.
- (9) A Electrical Contractor shall ensure that a record is kept of any repairs or maintenance to a batch plant and that it is made available, on site, to an inspector, client, client's agent or employee upon request.
- (10) A Electrical Contractor shall ensure that all lifting machines and lifting tackle used in the operation of a batch plant complies with the requirements of the Driven Machinery Regulations promulgated by Government Notice No. R.295 dated 26 February 1988, as amended;
- (11) A Electrical Contractor shall ensure that all precautionary measures are adhered to regarding the usage of electrical equipment in explosive atmospheres, when entering a silo, as contemplated in the Electrical Installation Regulations promulgated by Government Notice No. R. 2920 dated 23 October 1992, as amended.

#### **CSS. 6 Boatswain's chairs**

- (1) A Electrical Contractor shall ensure that every boatswain's chair or similar device is securely suspended and is constructed in such a manner so as to prevent any occupant from falling there from.
- (2) The Electrical Contractor shall ensure that an inspection is carried out prior and a performance test immediately after, the boatswain chair has been erected and thereafter a visual inspection should be carried out on a daily basis prior to use.

#### **CSS. 7 Commissioning**

Commissioning of any works undertaken by Electrical Contractors must only be done in consultation with Mbizana Municipality officials.

## **CSS. 8 Compressed Gas Cylinders (Vessels under pressure Regulations)**

Electrical Contractors shall:

- (1) make adequate arrangements for the safe custody of cylinders in their possession, whether owned or hired or used under any other arrangement.
- (2) not store cylinders close to ignition sources.
- (3) take note of the precautions specified by the producer of the stored gas.
- (4) comply with the requirements for safe usage, handling, storage and transportation on and off the site.

## **CSS. 9 Confined Space Entry (General Safety Regulations 5)**

No person may commence any inspection or work in any confined space such as a drain, sump, vessel, tank or any similar equipment or condition without written authorization

(See Work Permits (**CSS. 66**)) No person may enter any drain, sump, vessel, tank or any similar equipment or condition unless the power source and piped services have been locked out and secured. (See Lock Out (**CSS. 16**) and Atmospheric Conditions (**CSS. 4**))

## **CSS. 10 Construction Welfare Facilities**

- (1) Notwithstanding the construction site provisions contained in the Facilities Regulations promulgated by Government Notice No. R. 2362 of 5 October 1990, as amended, a Electrical Contractor shall, depending on the number of workers and the duration of the work, provide at or within reasonable access of every construction site, the following clean and maintained facilities :
  - (a) at least one shower facility for every 15 workers;
  - (b) at least one sanitary facility for every 30 workers;
  - (c) changing facilities for each sex; and
  - (d) sheltered eating areas.
- (2) A Electrical Contractor shall provide reasonable and suitable living accommodation for the workers at construction sites which are remote from their homes and where adequate transportation between the site and their homes, or other suitable living accommodation, is not available.

## **CSS. 11 Control of Unsafe Acts and Behaviour**

The Electrical Contractor must ensure that all staff, which they bring onto the premises, are briefed and controlled in order to work in a safe and tidy manner, and in compliance with the OHS Act 85/93, (**Section 14**) and these safety specifications.

## **CSS. 12 Cranes**

Notwithstanding the provisions of the Driven Machinery Regulations promulgated by Government Notice No. R.295 of 26 February 1988, as amended, a Electrical Contractor shall ensure that where tower cranes are used :

- (a) account is taken of the effects of wind forces on the structure;
- (b) account is taken of the bearing capacity of the ground on which the tower crane is to stand;
- (c) the bases for the tower cranes and tracks for rail-mounted tower cranes are firm and level;
- (d) the tower cranes are erected at a safe distance from excavations;
- (e) there is sufficient clear space available for erection, operation and dismantling;
- (f) the tower crane operators are competent to carry out the work safely; and
- (g) the tower crane operators are physically and psychologically fit to work in such an environment by being in possession of a medical certificate of fitness.

## **CSS. 13 Construction Vehicles and Mobile plant**

- (1) A Electrical Contractor shall ensure that all construction vehicles and mobile plants :
  - (a) are of an acceptable design and construction;
  - (b) are maintained in a good working order;

- (c) are used in accordance with their design and the intention for which they were designed, having due regard to safety and health;
  - (d) are operated by workers who-
    - (i) have received appropriate training and been certified competent and been authorised to operate such machinery; and
    - (ii) are physically and psychologically fit to operate such construction vehicles and mobile plant by being in possession of a medical certificate of fitness;
  - (e) have safe and suitable means of access;
  - (f) are properly organised and controlled in any work situation by providing adequate signalling or other control arrangements to guard against the dangers relating to the movement of vehicles and plant, in order to ensure their continued safe operation;
  - (g) are prevented from falling into excavations, water or any other area lower than the working surface by installing adequate edge protection, which may include guardrails and crash barriers;
  - (h) where appropriate, are fitted with structures designed to protect the operator from falling material or from being crushed should the vehicle or mobile plant overturn;
  - (i) are equipped with an electrically operated acoustic signalling device and a reversing alarm; and
  - (j) are on a daily basis inspected prior to use, by a competent person who has been appointed in writing and the findings of such inspection is recorded in a register.
- (2) A Electrical Contractor shall furthermore ensure that :
- (a) no person rides or be required or permitted to ride on any construction vehicle or mobile plant otherwise than in a safe place provided thereon for that purpose;
  - (b) every construction site is organised in such a way that, as far as is reasonably practicable, pedestrians and vehicles can move safely and without risks to health;
  - (c) the traffic routes are suitable for the persons using them, sufficient in number, in suitable positions and of sufficient size;
  - (d) every traffic route is, where necessary indicated by suitable signs for reasons of health or safety;
  - (e) all construction vehicles and mobile plant left unattended at night, adjacent to a freeway in normal use or adjacent to construction areas where work is in progress, shall have appropriate lights or reflectors, or barricades equipped with appropriate lights or reflectors, in order to identify the location of the vehicles or plant;
  - (f) bulldozers, scrapers, loaders, and other similar mobile plant are, when being repaired or when not in use, fully lowered or blocked with controls in a neutral position, motors stopped and brakes set;
  - (g) whenever visibility conditions warrant additional lighting, all mobile plant are equipped with at least two headlights and two taillights when in operation;
  - (h) tools and material are secured in order to prevent movement when transported in the same compartment with employees;
  - (i) vehicles used to transport employees have seats firmly secured and adequate for the number of employees to be carried; and
  - (j) when workers are working on or adjacent to public roads, reflective indicators are provided and worn by the workers.

## **CSS. 14**

### **Demolition work**

- (1) A Electrical Contractor shall appoint a competent person in writing to supervise and control all demolition work on site.
- (2) A Electrical Contractor shall ensure that prior to any demolition work being carried out, and in order also to ascertain the method of demolition to be used, a detailed structural Consulting Electrical Engineering survey of the structure to be demolished is carried out by a competent person and that a method statement on the procedure to be followed in demolishing the structure is developed.

- (3) During the demolition, a competent person shall check the structural integrity of the structure at intervals determined in the method statement contemplated in sub-regulation (2), in order to avoid any premature collapses.
- (4) Every Electrical Contractor who performs demolition work shall :
  - (a)with regard to a structure being demolished, take steps to ensure that :
    - (i)A Electrical Contractor shall ensure that prior to any demolition work being carried out, and in order also to ascertain the method of demolition to be used, a detailed structural Consulting Electrical Engineering survey of the structure to be demolished is carried out by a competent person and that a method statement on the procedure to be followed in demolishing the structure is developed.
    - (ii)all reasonably practicable precautions are taken to avoid the danger of the structure collapsing when any part of the framing of a framed or partly framed building is removed, or when reinforced concrete is cut; and
    - (iii)precautions are taken in the form of adequate shoring or such other means as may be necessary to prevent the accidental collapse of any part of the structure or adjoining structure;
  - (b)not require or permit any person to work under unsupported overhanging material, which has not been adequately supported, shored or braced;
  - (c)take steps to ensure that any support, shoring or bracing contemplated in paragraph (b), is designed and constructed so that it is strong enough to support the overhanging material;
  - (d)where the stability of an adjoining building, structure or road is likely to be affected by demolition work on a structure, take such steps as may be necessary to ensure the stability of such structure or road and the safety of persons;
  - (e)ascertain as far as is reasonably practicable the location and nature of electricity, water, gas or other similar services which may in anyway, be affected by the work to be performed, and shall before the commencement of demolition work that may affect any such service, take the steps that may be necessary to render circumstances safe for all persons involved;
  - (f)cause every stairwell used and every floor where work is being performed in a building being demolished, to be adequately illuminated by either natural or artificial means;
  - (g)cause convenient and safe means of access to be provided to every part of the demolition site in which persons are required to work; and
  - (h)erect a catch platform or net above an entrance or passageway or above a place where persons work or pass under, or fence off the danger area if work is being performed above such entrance, passageway, or place so as to ensure that all persons are kept safe where there is a danger or possibility of persons being struck by falling objects.
- (5) A Electrical Contractor shall ensure that no material is dropped to any point, which falls outside the exterior walls of the structure, unless the area is effectively protected.
- (6)Waste and debris shall not be disposed from a high place by a chute unless the chute :
  - (a)is adequately constructed and rigidly fastened;
  - (b)if inclined at an angle of more than 45 degrees to the horizontal, is enclosed on its four sides;
  - (c)if of the open type, is inclined at an angle of less than 45 degrees to the horizontal;
  - (d)where necessary, is fitted with a gate at the bottom end to control the flow of material; and
  - (e)is discharged into a container or an enclosed area surrounded by barriers.
- (7)A Electrical Contractor shall ensure that every chute used to dispose of rubble is designed in such a manner that rubble does not free-fall and that the chute is strong enough to withstand the force of the debris travelling along the chute.
- (8)A Electrical Contractor shall ensure that equipment is not used on floors or working surfaces, unless such floors or surfaces are of sufficient strength to support the imposed loads.

- (9) Where the risk assessment indicates the presence of asbestos, a Electrical Contractor shall ensure that all asbestos related work is conducted in accordance with the provisions of the, Asbestos Regulations promulgated by Government Notice No. R.155 of 10 February 2002, as amended.
- (10) Where the risk assessment indicates the presence of lead, a Electrical Contractor shall ensure that all lead related work is conducted in accordance with the provisions of the, Lead Regulations promulgated by Government Notice No. R.236 of 28 February 2002 , as amended.
- (11) Where the demolition work involves the use of explosives, a method statement is to be developed in accordance with the applicable explosives legislation, by an appointed person who is competent in the use of explosives for demolition work and the procedures therein are adhered to.
- (12) A Electrical Contractor shall ensure that all waste and debris is as soon as reasonably practicable removed and disposed of from the site in accordance with the applicable legislation.

**CSS. 15                      Electrical installations and machinery on construction sites**

Notwithstanding the provisions contained in the Electrical Installation Regulations promulgated by Government Notice No. R.2920 of 23 October 1992 and the Electrical Machinery Regulations promulgated by Government Notice No. R.1823 of 12 August 1988, respectively, as amended, a Electrical Contractor shall ensure that :

- (a) before construction commences and during the progress thereof, adequate steps are taken to ascertain the presence of and guard against danger to workers from any electrical cable or apparatus which is under, over or on the site;
- (b) all parts of electrical installations and machinery are of adequate strength to withstand the working conditions on construction sites;
- (c) in working areas where the exact location of underground electric power lines is unknown, employees using jackhammers, shovels or other hand tools which may make contact with a power line, are provided with insulated protective gloves or otherwise that the handle of the tool being used is insulated;
- (d) all temporary electrical installations are inspected at least once a week and electrical machinery on a daily basis before use on a construction site by competent persons and the records of these inspections are recorded in a register to be kept on site; and
- (e) the control of all temporary electrical installations on the construction site is designated to a competent person who has been appointed in writing.

**CSS. 16                      Electrical Equipment (Hand Tools) (E.M.R. 9 + 10)**

Portable earth leakage units to be used where earth leakage protection is not provided for in the mains supply. All electrical leads are to be in sound condition with no damaged or broken insulation. Plugs and sockets must not be cracked or broken. Polarity must be correct.

**CSS. 17                      Electrical / Mechanical Lock Out (General Machinery Regulations6)**

No person may commence any work on any equipment unless the power source and all piped services have been mechanically locked out under control and written approval of the Supervising Official, with a padlock and the key to each of the padlocks used for this purpose to be held in safe custody by the Electrical Contractors RESPONSIBLE PERSON. Appropriate "Lock Out" signs are to be displayed at "Lock Out" points.

**CSS. 18                      Excavation work**

- (b) A Electrical Contractor shall ensure that all excavation work is carried out under the supervision of a competent person who has been appointed in writing.
- (2) A Electrical Contractor shall evaluate, as far as is reasonably practicable, the stability of the ground before excavation work begins.
- (3) Every Electrical Contractor who performs excavation work shall :
  - (a) take suitable and sufficient steps in order to prevent, as far as is reasonably practicable, any person from being buried or trapped by a fall or dislodgement of material in an excavation;
  - (b) not require or permit any person to work in an excavation which has not been adequately shored or braced: Provided that shoring and bracing may not be necessary where :

- (i) the sides of the excavation are sloped to at least the maximum angle of repose measured
- (ii) such an excavation is in stable material: Provided that :
  - (a) permission being given in writing by the appointed competent person contemplated in sub-regulation (1) upon evaluation by him or her of the site conditions; and
  - (bb) where any uncertainty pertaining to the stability of the soil still exists, the decision from a professional Consulting Electrical Engineer or a professional technologist competent in excavations shall be decisive and such a decision shall be noted in writing and signed by both the competent person contemplated in sub-regulation (1) and the professional Consulting Electrical Engineer or technologist, as the case may be;
- (c) take steps to ensure that the shoring or bracing contemplated in paragraph (b) is designed and constructed in such a manner rendering it strong enough to support the sides of the excavation in question;
- (d) ensure that no load, material, plant or equipment is placed or moved near the edge of any excavation where it is likely to cause its collapse and thereby endangering the safety of, any person, unless precautions such as the provision of sufficient and suitable shoring or bracing are taken to prevent the sides from collapsing;
- (e) ensure that where the stability of an adjoining building, structure or road is likely to be affected by the making of an excavation, the steps are taken that may be necessary to ensure the stability of such building, structure or road and the safety of persons;
- (f) cause convenient and safe means of access to be provided to every excavation in which persons are required to work and such access shall not be further than 6m from the point where any worker within the excavation is working;
- (g) ascertain as far as is reasonably practicable the location and nature of electricity, water, gas or other similar services which may in any way be affected by the work to be performed, and shall before the commencement of excavation work that may affect any such service, take the steps that may be necessary to render the circumstances safe for all persons involved;
- (h) cause every excavation, including all bracing and shoring, to be inspected :
  - (i) daily, prior to each shift;
  - (ii) after every blasting operation;
  - (iii) after an unexpected fall of ground;
  - (iv) after substantial damage to supports; and
  - (v) after rain,
    - by the competent person contemplated in sub-regulation (1), in order to pronounce the safety of the excavation to ensure the safety of persons, and those results are to be recorded in a register kept on site and made available to an inspector, client, client's agent, Electrical Contractor or employee upon request;
- (i) cause every excavation which is accessible to the public or which is adjacent to public roads or thoroughfares, or whereby the safety of persons may be endangered, to be :
  - (i) adequately protected by a barrier or fence of at least one metre in height and as close to the excavation as is practicable; and
  - (ii) provided with warning illuminants or any other clearly visible boundary indicators at night or when visibility is poor;
- (j) ensure that all precautionary measures as stipulated for confined spaces as determined in the General Safety Regulations promulgated by Government Notice No. R.1031 of 30 May 1986, as amended, are complied with when entering any excavation;
- (k) ensure that, where the excavation work involves the use of explosives, a method statement is developed in accordance with the applicable explosives legislation, by an appointed person who is competent in the use of explosives for excavation work and that the procedures therein are followed; and
- (l) cause warning signs to be positioned next to an excavation within which persons are working or carrying out inspections or tests. All air-operated jackhammers are to be securely bonded to the earth system by means of a flexible lead. Suitable provision is to be made for jumper

connections to the earthing. System to prevent electrical shock to operators in the event of striking underground cables during excavation work, etc.

## **CSS. 19**

### **Explosive Powered Tools**

- (1) No Electrical Contractor shall use or permit any person to use an explosive powered tool, unless :
  - (a) it is provided with a protective guard around the muzzle end, which effectively confines any flying fragments or particles; and
  - (b) the firing mechanism is so designed that the explosive powered tool will not function unless :
    - (i) it is held against the surface with a force of at least twice its weight; and
    - (ii) the angle of inclination of the barrel to the work surface is not more than 15 degrees from a right angle

Provided that the provisions of this sub-regulation shall not apply to explosive powered tools in which the energy of the cartridge is transmitted to the bolts, nails or similar relevant objects by means of an intermediate piston which has a limited distance of travel.

- (2) A Electrical Contractor shall ensure that :
  - (a) only cartridges suited for the explosive powered tool and the work to be performed are used;
  - (b) the explosive powered tool is cleaned and examined daily before use and as often as may be necessary for its safe operation by a competent person who has been appointed;
  - (c) that the safety devices are in proper working order prior to use;
  - (d) when not in use, the explosive powered tool and the cartridges are locked up in a safe place, which is inaccessible to unauthorised persons;
  - (e) the explosive powered tool is not stored in a loaded condition;
  - (f) a warning notice is displayed in a conspicuous manner wherever the explosive powered tool is used;
  - (g) the issuing and collection of cartridges and nails or studs is-
    - (i) controlled and done in writing by a person having been appointed in writing; and
    - (ii) recorded in a register and that the recipient has accordingly signed for the receipt thereof as well as the returning of any spent and unspent cartridges;
- (3) No Electrical Contractor shall permit or require any person to use an explosive powered tool unless such person has been :
  - (a) provided with and uses suitable protective equipment; and
  - (b) trained in the operation, maintenance and use of such a tool.

## **CSS. 20**

### **Fire precautions on Construction sites**

Subject to the provisions of the Environmental Regulations for Workplaces promulgated by Government Notice No. R.2281 of 16 October 1987, as amended, every Electrical Contractor shall ensure that :

- (a) all appropriate measures are taken to avoid the risk of fire;
- (b) sufficient and suitable storage is provided for flammable liquids, solids and gases;
- (c) smoking is prohibited and notices in this regard are prominently displayed in all places containing readily combustible or flammable materials;
- (d) in confined spaces and other places in which flammable gases, vapours or dust can cause danger :
  - (i) only suitably protected electrical installations and equipment, including portable lights, are used;
  - (ii) there are no flames or similar means of ignition;

- (iii) there are conspicuous notices prohibiting smoking;
- (iv) oily rags, waste and other substances liable to ignite are without delay removed to a safe place; and
- (v) adequate ventilation is provided;
- (e) combustible materials do not accumulate on the construction site;
- (f) welding, flame cutting and other hot work are done only after the appropriate precautions as required have been taken to reduce the risk of fire;
- (g) suitable and sufficient fire-extinguishing equipment is placed at strategic locations or as may be recommended by the Fire Chief or local authority concerned, and that such equipment is maintained in a good working order;
- (h) the fire equipment contemplated in paragraph (g) is inspected by a competent person, who has been appointed in writing, in the manner indicated by the manufacturer thereof;
- (i) a sufficient number of workers are trained in the use of fire-extinguishing equipment;
- (j) where appropriate, suitable visual signs are provided to clearly indicate the escape routes in the case of a fire;
- (k) the means of escape is kept clear at all times;
- (l) there is an effective evacuation plan providing for all
  - (i) persons to be evacuated speedily without panic;
  - (ii) persons to be accounted for, and
  - (iii) plant and processes to be shut down; and
- (m) a siren is installed and sounded in the event of a fire.

## **CSS. 21**

### **Flammable liquids on Construction sites: use and temporary storage**

Notwithstanding the provisions for the use and storage of flammable liquids as determined in the General Safety Regulations promulgated by Government Notice No. R.1031 dated 30 May 1986, as amended, a Electrical Contractor shall ensure that :

- (a) where flammable liquids are being used, applied or stored at the workplace concerned, this is done in such a manner which would cause no fire or explosion hazard, and that the workplace is effectively ventilated: Provided that where the workplace cannot effectively be ventilated
  - (i) every employee involved is provided with a respirator, mask or breathing apparatus of a type approved by the chief inspector, and
  - (ii) steps are taken to ensure that every such employee, while using or applying flammable liquid, uses the apparatus supplied to him or her;
- (b) no person smokes in any place in which flammable liquid is used or stored, and such Electrical Contractor shall affix a suitable and conspicuous notice at all entrances to any such areas prohibiting such smoking;
- (c) flammable liquids on a construction site is stored in a well ventilated reasonably fire resistant container, cage or room and kept locked with proper access control measures in place;
- (d) an adequate amount of efficient fire-fighting equipment is installed in suitable locations around the flammable liquids store with the recognised symbolic signs;
- (e) only the quantity of flammable liquid needed for work on one day is to be taken out of the store for use;
- (f) all containers holding flammable liquids are kept tightly closed when not in actual use and, after their contents have been used up, to be removed from the construction site and safely disposed of;
- (g) where flammable liquids are decanted, the metal containers are bonded or earthed; and



- (h) no flammable material such as cotton waste, paper, cleaning rags or similar material is stored together with flammable liquids.

**CSS. 22 First Aid (General Safety Regulations 3)**

The Electrical Contractor shall provide suitable first aid treatment facilities. Should these prove to be inadequate e.g. in the event of a serious injury, the **WINNIE MADIKIZELA MANDELA MUNICIPALITY** facilities will be made available.

**CSS. 23 Fall protection**

- (1) A Electrical Contractor shall cause
  - (a) the designation of a competent person, responsible for the preparation of a fall protection plan;
  - (b) the fall protection plan contemplated in (a) to be implemented, amended where and when necessary and maintained as required;
  - (c) steps to be taken in order to ensure the continued adherence to the fall protection plan
- (2) The fall protection plan contemplated in sub-regulation (1), shall include—
  - (a) a risk assessment of all work carried out from an elevated position which shall include the procedures and methods used to address all the risks identified per location;
  - (b) the processes for evaluation of the employee's physical and psychological fitness necessary to work at elevated positions and the records thereof;
  - (c) the programme for the training of employees working from elevated positions and records thereof; and
  - (d) the procedure addressing the inspection, testing and maintenance of all fall protection equipment.
- (3) A Electrical Contractor shall ensure that the construction supervisor appointed in terms of regulation 6(1), is in possession of the most recently updated version of the fall protection plan.
- (4) Notwithstanding the provisions of sub-regulations (1) and (2), the Electrical Contractor shall ensure that
  - (a) all unprotected openings in floors, edges, slabs, hatchways and stairways are adequately guarded, fenced or barricaded or that similar means are used to safeguard any person from falling through such openings;
  - (c) no person works in an elevated position, unless such work is performed safely as if working from a scaffold or ladder;
  - (d) notices are conspicuously placed at all openings where the possibility exists that a person might fall through such openings;
- (d) fall prevention and fall arrest equipment is
  - (i) suitable and of sufficient strength for the purpose or purposes for which it is being used having regard to the work being carried out and the load, including any person, it is intended to bear; and
  - (ii) securely attached to a structure or plant and the structure or plant and the means of attachment thereto is suitable and of sufficient strength and stability for the purpose of safely supporting the equipment and any person who is liable to fall;
- (e) fall arrest equipment shall only be used where it is not reasonably practicable to use fall prevention equipment; and
- (f) suitable and sufficient steps shall be taken to ensure, as far as is reasonably practicable, that in the event of a fall by any person, the fall arrest equipment or the surrounding environment does not cause injury to the person.

- (5) Where roof work is being performed on a construction site, the Electrical Contractor shall ensure that in addition to the requirements set out in sub-regulations (2) and (4), it is furthermore indicated in the fall protection plan
- (a) that the roof work has been properly planned;
  - (b) that the roof erectors are competent to carry out the work;
  - (c) that no employees are permitted to work on roofs during inclement weather conditions or if weather conditions are a hazard to the health and safety of the employees;
  - (d) that prominent warning notices are to be placed where all covers to openings are not of sufficient strength to withstand any imposed loads and where fragile material exists;
  - (e) that the areas mentioned in paragraph (d) are to be barricaded off to prevent persons from entering;
  - (f) that suitable and sufficient platforms, coverings or other similar means of support have been provided to be used in such a way that the weight of any person passing across or working on or from fragile material is supported; and
  - (g) that there is suitable and sufficient guard-rails or barriers and toe-boards or other similar means of protection to prevent, so far as is reasonably practicable, the fall of any person, material or equipment.

## **CSS. 24**

### **Formwork and support work**

A Electrical Contractor shall ensure that :

- (a) all formwork and support work operations are carried out under the supervision of a competent person who has been appointed in writing for that purpose;
- (b) all formwork and support work structures are adequately designed, erected, supported, braced and maintained so that they will be capable of supporting all anticipated vertical and lateral loads that may be applied to them and also that no loads are imposed onto the structure that the structure is not designed to withstand;
- (c) the designs of formwork and support work structures are done upon close reference to the structural design drawings and where any uncertainty exists, the structural designer should be consulted;
- (d) all drawings pertaining to the design of formwork or support work structures are kept on the site and are available on request by an inspector, Electrical Contractor, client, client's agent or employee;
- (e) all equipment used in the formwork or support work structure are carefully examined and checked for suitability by a competent person, before being used;
- (f) all formwork and support work structures are inspected by a competent person immediately before, during and after the placement of concrete or any other imposed load and thereafter on a daily basis until the formwork and support work structure has been removed and the results have been recorded in a register and made available on site;
- (g) if, after erection, any formwork and support work structure is found to be damaged or weakened to such a degree that its integrity is affected, it shall be safely removed or reinforced immediately;
- (h) adequate precautionary measures are taken in order to :
  - (i) secure any deck panels against displacement; and
  - (ii) prevent any person from slipping on support work or formwork due to the application of formwork or support work release agents;
- (i) as far as is reasonably practicable, the health of any person is not affected through the use of solvents or oils or any other similar substances;
- (j) upon casting concrete, the support work or formwork structure should be left in place until the concrete has acquired sufficient strength to support safely, not only its own weight, but also any imposed loads and not removed until authorisation has been given by the competent person contemplated in paragraph (a);

- (k) provision is made for safe access by means of secured ladders or staircases for all work to be carried out above the foundation bearing level;
- (l) all employees required to erect, move or dismantle formwork and support work structures are provided with adequate training and instruction to perform these operations safely; and
- (m) the foundation conditions are suitable to withstand the weight caused by the formwork and support work structure and any imposed loads such that the formwork and support work structure is stable.

**CSS. 25            Guards (Driven Machinery Regulations)**

Guards (e.g. machine guards, fencing, safety rails, chains etc.) shall not be removed without written permission, strict and correct isolation procedures being adopted.

All machinery and plant brought onto the Construction site by the Electrical Contractor shall be fully and properly guarded in accordance with the requirements of the OHS Act of 85/1993 and the relevant regulations made thereunder.

**CSS. 26            Horseplay**

Running and horseplay in any part of the construction site is strictly prohibited.

**CSS. 27            Hot Work (General Safety Regulations 9)**

No welding, cutting or any open flame work is permitted at certain site / plants without a hot work permit. Consult with the Consulting Electrical Engineer whether required or not.

**CSS. 28            Housekeeping on Construction sites**

Notwithstanding the provisions of the Environmental Regulations for Workplaces promulgated by Government Notice No. R 2281 dated 16 October 1987, as amended, a Electrical Contractor shall ensure that

- (a) suitable housekeeping is continuously implemented on each construction site, including provisions for the
  - (i) proper storage of materials and equipment; and
  - (ii) removal of scrap, waste and debris at appropriate intervals;
- (b) loose materials required for use, are not placed or allowed to accumulate on the site so as to obstruct means of access to and egress from workplaces and passageways;
- (c) waste and debris are not disposed of from a high place with a chute, unless the chute complies with the requirements set out regulation 12(6); and
- (d) construction sites in built-up areas, adjacent to a public way are suitably and sufficiently fenced off and provided with controlled access points to prevent the entry of unauthorised persons.
- (e) a catch platform or net is erected above an entrance or passageway or above a place where persons work or pass under, or fence off the danger area if work is being performed above such entrance, passageway, or place so as to ensure that all persons are kept safe where there is a danger or possibility of persons being struck by falling objects.

**CSS. 29            Ladders (General Safety Regulations 13)**

All ladders should be constructed and assembled according to legal requirements. It is further recommended that the Electrical Contractor establish the required register control systems for such equipment.

**CSS. 30            Liability**

No permission under these rules shall in any way relieve the Electrical Contractor of his liability for accidents, injury or damages, which occur under the contract.

**CSS. 31            Material Hoists**

- (1) A Electrical Contractor shall ensure that every material hoist and its tower have been constructed of sound material in accordance with the generally accepted technical standards and are strong enough and free from defects.
- (2) A Electrical Contractor shall cause the tower of every material hoist to be
  - (a)erected on firm foundations and secured to the structure or braced by steel wire guy ropes and to extend to such a distance above the highest landing as to allow a clear and unobstructed space of at least 900 mm for over travel;
  - (b)enclosed on all sides at the bottom, and at all floors where persons are at risk of being struck by moving parts of the hoist, except on the side or sides giving access to the material hoist, with walls or other effective means to a height of at least 2100 mm from the ground or floor level; and
  - (c)provided with a door or gate at least 2100 mm in height at each landing and such door or gate shall be kept closed, except when the platform is at rest at such a landing.
- (3) A Electrical Contractor shall cause
  - (a)the platform of every material hoist to be designed in such a manner that it shall safely contain the loads being conveyed and that the combined weight of the platform and the load does not exceed the designed lifting capacity of the hoist;
  - (b)the hoisting rope of every material hoist which has a remote winch to be effectively protected from damage by any external cause to the portion of the hoisting rope between the winch and the tower of the hoist; and
  - (c)every material hoist to be provided with an efficient brake capable of holding the platform with its maximum load in any position when the power is not being supplied to the hoisting machinery.
- (4) No Electrical Contractor shall require or permit trucks, barrows or material to be conveyed on the platform of a material hoist and no person shall so convey trucks, barrows or material unless such articles are so secured or contained in such a manner that displacement thereof cannot take place during movement.
- (5) A Electrical Contractor shall cause a notice, indicating the maximum mass load which may be carried at any one time and the prohibition of persons from riding on the platform of the material hoist, to be affixed around the base of the tower and at each landing.
- (6) A Electrical Contractor of a material hoist shall not require or permit any person to operate such a hoist, unless the person is competent in the operation thereof.
- (7) No Electrical Contractor shall require or permit any person to ride on a material hoist.
- (8) A Electrical Contractor shall cause every material hoist
  - (a)to be inspected on a daily basis by a competent person who has been appointed in writing and has the experience pertaining to the erection and maintenance of material hoists or similar machinery.
  - (b)inspection contemplated in paragraph (a), to include the determination of the serviceability of the entire material hoist including guides, ropes and their connections, drums, sheaves or pulleys and all safety devices.
  - (c)inspection result to be entered and signed in a record book which shall be kept on the premises for that purpose.
  - (d)to be properly maintained and that the maintenance records in this regard are kept on site.

**CSS. 32                    Overhead Electrical Conductors (Electrical Machinery Regulations)**

Work shall not be carried out in the vicinity of overhead electric conductors without permission of the RESPONSIBLE PERSON for the contract in writing and prior approval and compliance with the requirements of the City Electricity Department.

**CSS. 33                    Parking**

Electrical Contractor's vehicles must only be parked in approved areas.

**CSS. 34                    Personal Protective Equipment (General Safety Regulations 2)**

All necessary personal protective equipment must be supplied by the Principal Electrical Contractor and should be maintained in a good condition. All Electrical Contractors personnel and visitors must wear adequate equipment for personal protection such as safety helmets, goggles, gloves, special footwear etc. applicable to the particular activity being carried out.

**CSS. 35                    Public Safety (Section 9)**

All necessary precautions must be taken to eliminate any hazards the general public might be exposed to as a result of the Electrical Contractors activities.

**CSS. 36                    Refuse and Waste**

Burning of refuse is not permitted. Arrangements for the disposal of refuse are to be made with the **WINNIE MADIKIZELA MANDELA MUNICIPALITY** Waste Management Department.

**CSS. 37                    Reinforcing**

Access to reinforcement of small diameter, which is cast in and could cause impalement of a person falling up against or onto such bars is to be restricted. Where access ways cannot be horizontally displaced above such reinforcement, then the ends of such bars should be bent over (radius curve) to ensure that the bars are out of the contact plane.

**CSS. 38                    Reporting of accidents (GAR 8&9 24)**

It must be noted that any reportable accident or machine failure relative to the contract must be reported by the Electrical Contractor to the Department of Labour as required under OHS Act of 1993. A copy of all such reports must be made available to the Municipal Supervising Official.

**CSS. 39                    Responsibility (Section 8 & 13)**

The Electrical Contractor will be responsible for ensuring that each and every one of his employees, agents, sub-Electrical Contractors, suppliers or any other person having authorized access to the site of the works is acquainted with these specifications and receive induction training.

**CSS. 40                    Road works**

The Electrical Contractor must ensure that he complies with all the relevant road traffic regulations when performing road works. See also Sign Posting and Notices (CSS. 44).

**CSS. 41                    Security on Municipal premises**

- (1) The Mbizana Municipality reserves the right for persons authorized by the Municipality to admit any person onto its premises, or to refuse admission, for whatever reason.
- (2) The Mbizana Municipality reserves the right for persons authorized by the Mbizana Municipality to search all persons, personal property, containers and vehicles should this be deemed necessary.
- (3) All articles and equipment brought onto, or leaving the premises, shall be declared to the Security Officer / Guards on duty. Where necessary, permits should be obtained and produced when requested to do so. Only persons with valid identification will be permitted to enter premises.
- (4) Contract workers shall not enter any section of the premises other than where they have been authorized to work, unless accompanied by a Mbizana Municipality official.
- (5) All persons shall prominently display their company identification or the Mbizana Municipality Visitors pass issued to them by the Security Guard at their point of entry. Passes must be returned to the Security Guard on leaving the premises.

- (6) Cameras, tape recorders and / or any other photographic or recording equipment of a similar nature may not be brought onto the premises without permission from Management of the Mbizana Municipality
- (7) Any person found tampering with Mbizana Municipality equipment or pilfering; or apparently under the influence of alcohol or drugs, will be removed from the site and may be charged.
- (8) No intoxicating liquor, habit forming drugs, dangerous weapons or firearms may be brought onto the premises.
- (9) No person under the influence of intoxicating liquors or drugs shall enter the premises.
- (10) A person shall smoke in restricted / smoking areas only as demarcated by relevant lines or signs.
- (11) The Electrical Contractor shall ensure that all equipment, tools and materials are kept under lock and key. The Mbizana Municipality is not responsible for the loss of any equipment, tools or material of the Electrical Contractor or his employees as a result of any cause whatsoever.

#### **CSS. 42      Service Connections**

Under no circumstances will any Electrical Contractor couple up to any water, electricity, compressed air, steam or other piped services without first obtaining the written permission from the Supervising Official. All connections for which permission has been granted must be switched off before leaving the site.

#### **CSS. 43      Signposting and Notices**

All notices and signs on municipal premises must be adhered to at all times. Electrical Contractors must familiarize themselves with the standard symbolic safety signs. It might be necessary for the Electrical Contractor to erect signs to warn against hazards and dangers at work sites and road work. The Safety and / or Traffic Department can be approached for advice in this regard.

#### **CSS. 44      Speed Limit**

All vehicles must be driven with due consideration to personnel and property. Adherence to speed limits is of utmost importance.

#### **CSS. 45      Spillages**

Should the operations of the Electrical Contractor cause the accidental spillage of oils, grease, corrosive, inflammable, abrasive, toxic or any other substance that could result in injury, impairment to persons, environmental pollution or operating plant and equipment, then such spillage shall be removed and surfaces made clean and safe and, where necessary, restored to their previous condition immediately upon such request being made by any authorised Mbizana Municipality Official.

#### **CSS. 46      Structures**

- (1) A **Electrical Contractor** shall ensure that:
  - (a) all reasonably practicable steps are taken to prevent the uncontrolled collapse of any new or existing structure or any part thereof, which may become unstable or is in a temporary state of weakness or instability due to the carrying out of construction work; and
  - (b) no structure or part of a structure is loaded in a manner which would render it unsafe.
- (2) The **designer** of a structure shall :
  - (a) before the contract is put out to Bid, make available to the client all relevant information about the design of the relevant structure that may affect the pricing of the construction work;
  - (b) inform the Electrical Contractor in writing of any known or anticipated dangers or hazards relating to the construction work, and make available all relevant information required for the safe execution of the work upon being designed or when the design is subsequently altered;
  - (c) subject to the provisions of paragraph (a) and (b) ensure that the following information is included in a report and made available to the Electrical Contractor
    - (i) a geo-science technical report where appropriate;

- (ii) the loading the structure is designed to withstand; and
  - (iii) the methods and sequence of construction.
- (d) not include anything in the design of the structure necessitating the use of dangerous procedures or materials hazardous to the health and safety of persons, which could be avoided by modifying the design or by substituting materials;
  - (e) take into account the hazards relating to any subsequent maintenance of the relevant structure and should make provision in the design for that work to be performed to minimise the risk;
  - (f) carry out sufficient inspections at appropriate times of the construction work involving the design of the relevant structure in order to ensure compliance with the design and a record of those inspections is to be kept on site;
  - (g) stop any Electrical Contractor from executing any construction work which is not in accordance with the relevant design;
  - (h) conduct a final inspection of the completed structure prior to its commissioning in order to render it safe for use and issue a completion certificate to the Electrical Contractor; and
  - (i) ensure that when preparing the design, cognisance is taken of ergonomic design principles in order to minimise ergonomic related hazards in all phases of the life cycle of a structure.
- (3) A Electrical Contractor shall ensure that all drawings pertaining to the design of the relevant structure are kept on site and are available on request by an inspector, Electrical Contractors, client, client's agent or employee.
  - (4) Any owner of a structure shall ensure that inspections of that structure upon completion are carried out periodically by competent persons in order to render the structure safe for continued use: Provided that the inspections are carried out at least once every six months for the first two years and thereafter yearly and records of such inspections are kept and made available to an inspector upon request.
  - (5) Any owner of a structure shall ensure that the structure upon completion is maintained in such a manner that the structure remains safe for continued use and such maintenance records shall be kept and made available to an inspector upon request.

#### **CSS. 47**

#### **Supervision of construction work**

- (1) Every Electrical Contractor shall appoint a full-time competent employee designated in writing as the construction supervisor, with the duty of supervising the performance of the construction work.
- (2) The Electrical Contractor may in writing appoint one or more competent employees to assist the appointed construction supervisor contemplated in sub-regulation (1), and every such employee shall, to the extent clearly defined by the Electrical Contractor in the letter of designation, have the same duties as the construction supervisor: Provided that the designation of any such employee shall not relieve the construction supervisor contemplated in sub-regulation (1) of any personal accountability for failing in his supervisory duties referred to in terms of this regulation.
- (3) Where the Electrical Contractor has not appointed an employee as referred to sub-regulation (2), or, in the opinion of an inspector, not a sufficient number of such employees, that inspector may require the employer to appoint the number of employees indicated by the inspector, and the provisions of sub-regulation (2) shall apply in respect of those employees as if they had in the first instance been appointed under sub-regulation (2).
- (4) No construction supervisor appointed in terms of sub-regulation (1) shall supervise any construction work on or in any construction site other than the site in respect of which he or she has been appointed: Provided that a sufficient number of competent employees have been appropriately designated under sub-regulation (2) on all the construction sites, the appointed construction supervisor may supervise more than one site.
- (5) If, however, the construction supervisor appointed in terms of sub-regulation (1) for more than one construction site will not, in the opinion of an inspector, be able to supervise the works favourably, an inspector may require the Electrical Contractor to appoint the required number of employees as contemplated in sub-regulation (2) to assist the appointed construction supervisor or instruct the Electrical Contractor to appoint the construction supervisor who had been appointed in terms of sub-regulation (1) more appropriately.
- (6) A Electrical Contractor shall upon having considered the size of the project, the degree of dangers likely to be encountered or the accumulation of hazards or risks on the site, appoint a full-time or

part-time construction safety officer in writing to assist in the control of all safety related aspects on the site: Provided that, where the question arises as to whether a construction safety officer is necessary, the decision of an inspector shall be decisive.

- (7) The appointed construction safety officer as contemplated in sub-regulation (6) shall as far as is reasonably practicable be utilised to give input at the early design stage and where not appointed at this stage, he or she shall be given the opportunity to input into the health and safety plan when wanting to do so, and a record of such shall be kept in the health and safety file contemplated in regulation 5(7).
- (8) No Electrical Contractor shall appoint a construction safety officer to assist in the control of safety related aspects on the site unless he or she is reasonably satisfied that the construction safety officer he or she intends to appoint, has the necessary competencies and resources to assist the Electrical Contractor.

#### **CSS. 48**

#### **Risk assessment**

- (1) Every Electrical Contractor performing construction work shall before the commencement of any construction work and during construction work, cause a risk assessment to be performed by a competent person appointed in writing and the risk assessment shall form part of the health and safety plan to be applied on the site and shall include at least
  - (a) the identification of the risks and hazards to which persons may be exposed to;
  - (b) the analysis and evaluation of the risks and hazards identified;
  - (c) a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards that have been identified;
  - (d) a monitoring plan; and
  - (e) a review plan.
- (2) A Electrical Contractor shall ensure that a copy of the risk assessment is available on site for inspection by an inspector, client, client's agent, Electrical Contractor, employee, representative trade union, health and safety representative or any member of the health and safety committee.
- (3) Every Electrical Contractor shall consult with the health and safety committee or, if no health and safety committee exists, with a representative group of employees, on the development, monitoring and review of the risk assessment.
- (4) A Electrical Contractor shall ensure that all employees under the his or her control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the risk assessment.
- (5) A principal Electrical Contractor shall ensure that all Electrical Contractors are informed regarding any hazard as stipulated in the risk assessment before any work commences, and thereafter at such times as may be determined in the risk assessment.
- (6) A Electrical Contractor shall ensure that as far as is reasonably practicable, ergonomic related hazards are analysed, evaluated and addressed in the risk assessment.
- (7) Notwithstanding the requirements laid down in sub-regulation (4), no Electrical Contractor shall allow or permit any employee to enter any site, unless such person has undergone health and safety induction training pertaining to the hazards prevalent on the site at the time of entry.
- (8) A Electrical Contractor shall ensure that all visitors to a construction site undergoes health and safety instruction pertaining to the hazards prevalent on the site and shall be provided with the necessary personal protective equipment: Provided that where visits are made only to the site office which is not in direct contact with the construction work activities, those health and safety instructions and the provision of personal protective equipment may not apply.
- (9) Every employee on site shall -
  - (a) be in possession of proof of the health and safety induction training as determined in sub-regulation (7), issued by a competent person of the Electrical Contractor prior to the commencement of construction work; and



- (b) carry the proof contemplated in paragraph (a) for the duration of that project or for the period that the employee will be on the construction site.

**CSS. 49                      Scaffolding**

- (1) Every Electrical Contractor using access scaffolding, shall ensure that such scaffolding, when used, complies with the safety standards incorporated for this purpose into these Regulations under section 44 of the Act.
- (2) A Electrical Contractor shall ensure that all scaffolding work operations are carried out under the supervision of a competent person who has been appointed in writing and that all scaffold erectors, team leaders and inspectors are competent to carry out their work.

**CSS. 50                      Stacking and storage on construction sites**

Notwithstanding the provisions for the stacking of articles contained in the General Safety Regulations promulgated by Government Notice No. R1031 dated 30 May 1986, as amended, a Electrical Contractor shall ensure that :

- (a) a competent person is appointed in writing with the duty of supervising all stacking and storage on a construction site;
- (b) adequate storage areas are provided;
- (c) there are demarcated storage areas; and
- (d) storage areas are kept neat and under control.

**CSS. 51                      Suspended platforms**

- (1) A Electrical Contractor shall ensure that all suspended platform work operations are carried out under the supervision of a competent person who has been appointed in writing, and that all suspended platform erectors, operators and inspectors are competent to carry out their work.
- (2) No Electrical Contractor shall use or permit the use of a suspended platform, unless
  - (a) the design, stability and construction thereof comply with the safety standards incorporated for this purpose into these Regulations under section 44 of the Act;
  - (b) in possession of a certificate of system design issued by a professional Consulting Electrical Engineer, certificated Consulting Electrical Engineer or a professional technologist for the use of the suspended platform system; and
  - (c) he or she is, prior to the commencement of the work, is in possession of an operational compliance plan developed by a competent person based on the certificate of system design contemplated in paragraph (b) and applicable to the environment in which the system is being used, prior to the commencement of the work which must include proof of the :
    - (i) competent person who has been appointed for supervision;
    - (ii) competency of erectors, operators and inspectors;
    - (iii) operational design calculations which should comply with the requirements of the system design certificate;
    - (iv) performance test results;
    - (v) sketches indicating the completed system with the operational loading capacity of the platform;
    - (vi) procedures for and records of inspections having been carried out; and
    - (vii) procedures for and records of maintenance work having been carried out:

Provided that sub-regulation (2) shall only become applicable six months from the date of promulgation of these regulations.

- (3) A Electrical Contractor making use of a suspended platform system shall forward a copy of the certificate of system design issued by a professional Consulting Electrical Engineer, certificated Consulting Electrical Engineer or professional technologist including a copy of the design

calculations, sketches and test results, to the provincial director before commencement of the use of the system and must further indicate the intended type of work, the system would be used for.

- (4) A Electrical Contractor need not re-submit a copy of the certificate of system design contemplated in sub-regulation (3) for every new project: Provided that the environment in which the system is being used does not change to such an extent that the system design certificate is no longer applicable and, should uncertainty exist of the applicability of the system design certificate, the decision of a professional Consulting Electrical Engineer, certificated Consulting Electrical Engineer or professional technologist shall be decisive.
- (5) A Electrical Contractor shall ensure that the outriggers of each suspended platform:
  - (a) are constructed of steel or any other material of similar strength and have a safety factor of at least four in relation to the load it is to carry; and
  - (b) have suspension points provided with stop devices or other effective devices at the outer ends to prevent the displacement of ropes.
- (6) The Electrical Contractor shall ensure that:
  - (a) the parts of the building or structure on which the outriggers are supported, are checked by means of calculations to ensure that the required safety factor is adhered to without risk of damage to the building or structure;
  - (b) the suspension wire rope and the safety wire rope are separately connected to the outrigger;
  - (c) each person on a suspended platform is provided with and wears a safety harness as a fall prevention device which must at all times, be attached to the suspended platform or to the anchorage points on the structure whilst on the suspended platform;
  - (d) the hand or power driven machinery to be used for the lifting or lowering of the working platform of a suspended platform is constructed and maintained in such a manner that an uncontrolled movement of the working platform cannot occur;
  - (e) the machinery referred to in paragraph (d) is so situated that it is easily accessible for inspection;
  - (f) the rope connections to the outriggers are vertically above the connections to the working platform; and
  - (g) where the working platform is suspended by two ropes only, the connections of the ropes to the working platform are of such height above the level of the working platform as to ensure the stability of the working platform.
- (7) A Electrical Contractor shall ensure that the suspended platform
  - (a) is suspended as near as possible to the structure to which work is being done and, except when light work is being done, is secured at every working position to prevent horizontal movement between the suspended platform and the structure;
  - (b) is fitted with anchorage points to which workers shall attach the lanyard of the safety harness worn and used by the worker and such anchorage connections shall have sufficient strength to withstand any potential load applied to it; and
  - (c) is fitted with a conspicuous notice easily understandable by all workers working with the suspended platform, showing the maximum mass load which the suspended platform can carry.
- (8) A Electrical Contractor shall cause :
  - (a) the whole installation and all working parts of the suspended platform to be thoroughly examined in accordance with the manufacturer's specification;
  - (b) the whole installation to be subjected to a performance test as determined by the standard to which the suspended platform was manufactured;
  - (c) the performance test contemplated in paragraph (b) to be done by a competent person appointed in writing with the knowledge and experience of erection and maintenance of suspended platforms or similar machinery and who shall determine the serviceability of the structures, ropes, machinery and safety devices before they are used following every time they are erected;

- (d) the performance test contemplated in paragraph (b) of the whole installation of the suspended platform shall be subjected to a load equal to that prescribed by the manufacturer or, in the absence of such load, to a load of 110 per cent of the rated mass load, at intervals not exceeding 12 months and in such a manner that every part of the installation is stressed accordingly;
- (9) Notwithstanding the provisions of sub-regulation (8), the Electrical Contractor shall cause every hoisting rope, hook or other load-attaching device which forms part of the suspended platform to be thoroughly examined in accordance with the manufacturer's specification by the competent person contemplated in sub-regulation (8) before they are used following every time they are assembled, and, in cases of continuous use, at intervals not exceeding three months.
- (10) A Electrical Contractor shall ensure that the suspended platform supervisor appointed in terms of the provisions of sub-regulation (1), or the suspended platform inspector mentioned in sub-regulation (1), carries out a daily inspection of all the equipment prior to use, including establishing whether :
- (a) all connection bolts are secure;
  - (b) all safety devices are functioning;
  - (c) all safety devices are not tampered with or vandalised;
  - (d) the maximum mass load of the platform is not exceeded;
  - (e) the occupants in the suspended platform are using safety harnesses which have been properly attached;
  - (f) there are no visible signs of damage to the equipment; and
  - (g) all reported operating problems have been attended to.
- (11) A Electrical Contractor shall ensure that all inspection and performance test records are kept on the construction site at all times and made available to an inspector, client, client's agent or employee upon request.
- (12) A Electrical Contractor shall ensure that all employees required to work or to be supported on a suspended platform are :
- (a) physically and psychologically fit to work safely in such an environment by being in possession of a medical certificate of fitness;
  - (b) competent in conducting their work safely relating to suspended platforms and the training which employees receive or had received must include at least
    - (i) how to access and egress the suspended platform safely;
    - (ii) how to correctly operate the controls and safety devices of the equipment;
    - (iii) information on the dangers related to the misuse of safety devices; and
    - (iv) information on the procedures to be followed in the case of
      - (a) an emergency;
      - (bb) the malfunctioning of equipment;
      - (cc) the discovery of a suspected defect in the equipment; and
  - (v) instructions on the proper use of safety harnesses.
- (13) Where the outrigger is to be moved, the Electrical Contractor shall ensure that only persons trained and competent to effect such move, perform this task and that an inspection be carried out and the results thereof be recorded by the competent person prior to re-use of the suspended platform.
- (14) A Electrical Contractor shall ensure that the suspended platform is properly isolated after use at the end of each working day such that no part of the suspended platform will present a danger to any person thereafter.

**CSS. 52           Tunnelling**

- (1) Any Electrical Contractor performing tunnelling activities or works, shall comply with such requirements as published under the Mine Health and Safety Act, 1996 (Act No. 29 of 1996), as amended.
- (2) Notwithstanding the provisions of sub-regulation (1), no person shall enter a tunnel, which has a height dimension less than 800 mm.

**CSS. 53           Use of WINNIE MADIKIZELA MANDELA MUNICIPALITY Plant and Equipment.**

On no account are Electrical Contractors or their employees to operate the Mbizana Municipality hoists, forklifts or vehicles or plant. If use of any such equipment is required, application must be made to **WINNIE MADIKIZELA MANDELA MUNICIPALITY** Management in writing, who will then, if he considers it necessary and in the best interest of the **WINNIE MADIKIZELA MANDELA MUNICIPALITY**, grant the Electrical Contractor the necessary permission. Should permission be granted, then the equipment is used at the Electrical Contractors risk and it will be considered to be the property of the Electrical Contractor whilst so borrowed, but must never leave the site. Electrical Contractors will be required to make good any loss or damage to such equipment. As a general rule, however, all Electrical Contractors are to ensure that they provide all the equipment needed for the contract.

**CSS. 54           Vessel Entry**

See Confined Space (CSS. 10) and Atmospheric Conditions (CSS. 5).

**CSS. 55           Water environments**

- (1) A Electrical Contractor shall ensure that where construction work is done over or in close proximity to water, provision is made for—
  - (a) preventing workers from falling into water; and
  - (b) the rescuing of workers in danger of drowning.
- (2) A Electrical Contractor shall ensure that where a worker is exposed to the risk of drowning by falling into the water, a lifejacket is provided to and worn by the worker.

**CSS. 56           Welding**

See Hot Work (CSS. 29) and Work Permits (CSS. 60).

**CSS. 57           Workers Compensation fund.**

It is conditions of this contract that the Principal Electrical Contractor provides prove of registration with the Compensation fund. And that all employees and any sub-Electrical Contractors are covered in terms of the Compensation for Occupational Injuries and Diseases Act, as amended. Furthermore, the Electrical Contractor undertakes that such cover will not lapse during the continuation of the work. Their registration number must be entered on the last page of this document.

**CSS. 58           Worker welfare facilities**

- (1) Notwithstanding the construction site provisions contained in the Facilities Regulations promulgated by Government Notice No. R. 2362 of 5 October 1990, as amended, a Electrical Contractor shall, depending on the number of workers and the duration of the work, provide at or within reasonable access of every construction site, the following clean and maintained facilities :
  - (a) at least one shower facility for every 15 workers;
  - (b) at least one sanitary facility for every 30 workers;
  - (c) changing facilities for each sex; and
  - (d) sheltered eating areas.
- (2) A Electrical Contractor shall provide reasonable and suitable living accommodation for the workers at construction sites which are remote from their homes and where adequate

transportation between the site and their homes, or other suitable living accommodation, is not available.

**CSS. 59 Work Permits & Permission to work**

Certain risk areas on a site may be designated as WORK PERMIT AREAS. Electrical Contractors must not work in these areas without obtaining the necessary Work Permit / Clearance Certificate.

See also, Confined Space (CSS.),  
Excavation Work (CSS.),  
Fire Precautions (CSS.),  
Hot Work (CSS.) and  
Roofing (CSS.).

**CSS 60 Weather**

The principal Electrical Contractor must consider all weather possibilities (Thunderstorms, cloudbursts, lightning, hail, gale force winds etc.), which could pose a threat to the project and or persons and indicate in the safety plan how these threats will be dealt with.

**CSS. 61 Undertaking**

The Electrical Contractor must sign and return the undertaking below before the Contract will be accepted (preferably at Bid stage) by **WINNIE MADIKIZELA MANDELA MUNICIPALITY** and on signature thereof such undertaking shall be annexed to the contract document and shall form part of it.

I/We,(The Electrical Contractor) \_\_\_\_\_ have been engaged by the Mbizana Municipality to perform work under contract. I / We acknowledge that I / we have read and understand the agreement, instructions and regulations governing work at the Mbizana Municipality and agree to abide by them while on the premises or sites for the duration of the aforesaid contract. I / we undertake to ensure that the provisions of the OCCUPATIONAL HEALTH AND SAFETY Act No. 85 of 1993 are fully complied with.

I / We undertake to explain to all members of our staff, the various rules and regulations, as noted in the "Instructions to Electrical Contractors" of the Electrical Contractors Safety Obligations Document.

I / We have appointed \_\_\_\_\_ as the RESPONSIBLE PERSON for our site and have vested him with the necessary authority to rectify any irregularities which may be drawn to his attention.

I / We undertake to rectify all sub-standard conditions for which we are responsible. I / We accept that should we not rectify these timeously, they may be corrected by the Mbizana Municipality and the cost debited to the contract price.

I / We also confirm that I / we are registered and in good standing with the Compensation Commissioner and undertake that the cover will not lapse during the period of the contract.

Compensation Registration No. \_\_\_\_\_

**WINNIE MADIKIZELA MANDELA MUNICIPALITY**

Contract No. / Job Order No. \_\_\_\_\_

Description of Work \_\_\_\_\_

Electrical Contractor \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Client \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

