



Midvaal Local Municipality
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 www.midvaal.gov.za

BID DOCUMENT

**8/2/2/428 (6EP/ 5EPPE OR HIGHER) (2025-2028)
 THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER
 MAINTENANCE SUPPORT SERVICES FOR THE VAAL MARINA LV
 NETWORK FROM DATE OF AWARD FOR A PERIOD OF 36 MONTHS ON
 AN AS AND WHEN REQUIRED BASIS**

FULL NAME OF BIDDER /CONTRACTOR/TENDERING ENTITY:					
CONTACT PERSON:					
TEL NO:		CELL NO:			
FAX NO:		EMAIL:			
CENTRAL SUPPLIER DATABASE (CSD) NO:					
MIDVAAL VENDOR NO. (NOT COMPULSORY):					
COMPULSORY BRIEFING SESSION:					
DATE:	n/a	TIME:	n/a		
VENUE:	n/a				
BID CLOSING:					
DATE:	22 May 2025	TIME:	10:00		
TOTAL BID PRICE/VALUE (INCLUDING VAT) (R):			<table border="1"> <tr> <td><i>Mark "X" if Rates Based</i></td> <td align="center">X</td> </tr> </table>	<i>Mark "X" if Rates Based</i>	X
<i>Mark "X" if Rates Based</i>	X				
PREFERENCE POINTS CLAIMED:		B-BBEE RATING LEVEL:			

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NOTE:

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MIDVAAL LOCAL MUNICIPALITY
P.O. BOX 9
MIDVAAL, 1960

**THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER
MAINTENANCE SUPPORT SERVICES FOR THE VAAL MARINA LV
NETWORK FROM DATE OF AWARD FOR A PERIOD OF 36
MONTHS ON AN AS AND WHEN REQUIRED BASIS.**

**SECTION 1:
T1 - TENDER PROCEDURES**

T1 - TENDER PROCEDURES

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NETWORK CONTRACT NO.: (2025 – 2028) MIDVAAL LOCAL MUNICIPALITY

**T1.1 – TENDER NOTICE AND INVITATION
TO TENDER**

T1.2 TENDER DATA

MAINTENANCE SUPPORT SERVICES FOR THE VAAL MARINA LV
NETWORK CONTRACT NO.: (2025 – 2028) MIDVAAL LOCAL MUNICIPALITY

T1.1. TENDER NOTICE AND INVITATION TO TENDER

THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER MAINTENANCE SUPPORT SERVICES FOR THE VAAL MARINA LV NETWORK FROM DATE OF AWARD TO JUNE 2028 ON AN AS AND WHEN REQUIRED BASIS.

Employer Tender Number: (2025 – 2028)
CIDB Reference Number: 6EP / 5EP PE OR HIGHER

MIDVAAL LOCAL MUNICIPALITY INVITES TENDERS FOR MAINTENANCE SUPPORT SERVICES FOR THE VAAL MARINA LV NETWORK FROM DATE OF AWARD TO JUNE 2028 ON AN AS AND WHEN REQUIRED BASIS.

It is estimated that tenderers should have a CIDB contractor grading of 6 EP/ 5EPPE.

Preferences are offered to tenderers who are registered in the selected CIDB grading, who have suitable experience and suitable qualified employees and resources to render the services.

TENDERERS SHALL TAKE NOTE THAT SERVICES RENDERED UNDER THIS CONTRACT WILL BE ON AN AS AND WHEN REQUIRED BASIS.

The council reserves the right to accept any bid or part thereof and does not bind itself to accept the lowest or any bid and not to consider any bid not suitably endorsed or comprehensively completed.

Bids will be evaluated and adjudicated according to the following criteria relevant specifications and technical proposals, value for money, capability to execute the contract, Midvaal SCM policy, PPPFA, PPPFA regulations and any other relevant legislation's, supporting documents where required and local content (if applicable).

Please note:

1. No faxed or e-mailed tenders will be accepted.
2. All tenders must be submitted on the official forms (not to be re-typed). Only original signed tender documents will be accepted.
3. Bids must be completed in black ink. No correction fluid will be allowed. All alterations must be crossed-out and initialled.
4. Where a compulsory briefing session is required, it is the onus of the bidder to attend and arrive in time. Late arrivals will not be allowed to sign the attendance register and will be deemed to be absent. No bids will be considered from bidders who did not attend the briefing session.
5. Midvaal Local Municipality will not accept any bid with missing pages and not fully completed with the required attachments.
6. Bids will be evaluated and adjudicated according to the following criteria:
 - a. Relevant specifications and technical proposals
 - b. Value for money
 - c. Capability to execute the contract
 - d. Midvaal SCM Policy, PPPFA, PPPFA Regulations and any other relevant legislations
 - e. Supporting documents where required
 - f. Local content (where applicable)

Bidder's attention is specifically drawn to the provisions of the rules and specifications which are included in the bid documents. The Council reserves the right to accept any bid or part thereof and does not bind itself to accept the lowest or any bid. The notice of bids is available on webpage: www.midvaal.gov.za

T1.2 TENDER DATA

MAINTENANCE SUPPORT SERVICES FOR THE VAAL MARINA LV
NETWORK CONTRACT NO.: (2025 – 2028) MIDVAAL LOCAL MUNICIPALITY

The Physical Address for collection of Tender documents is:
25 Mitchell Street
Meyerton
Gauteng
1961

Bidding documents containing the specifications and details of the deliverables will be available during working hours after 12:00 pm. A hard copy may be purchased at the Supply Chain Municipal Offices, 25 Mitchell Street, Meyerton, 1960, at a non-refundable amount of: R 630.70 VAT inclusive for a document .

These prices are applicable to formal bids only, and purchases are to be made at the rates and taxes hall during office hours Monday – Friday, 07:30 – 15:00 or alternatively direct deposits (no cheques accepted) to:

Midvaal Local Municipality,
Bank: Nedbank,
Account Number: 1224797469,
Branch: Central Gauteng

NB: Please use the bid/tender number as reference and remember to bring proof of payment for collection of bid documents.

Alternatively, bidding documents may be requested via tenders@midvaal.gov.za
The bidding document will be sent to the requesting bidder free of charge.

The bid document will also be made available for download on the National Treasury e-Tenders portal. Bidders using this option are hereby advised to monitor the portal regularly for updates and uploaded addendum documents during the time the bid is advertised. It is the responsibility of the bidder to ensure that they are up to date with all issued documents.

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

E-mail. tenders@midvaal.gov.za

SCM
E-mail. tenders@midvaal.gov.za

The closing time for receipt of Tenders is 10h00 on Thursday 22 May 2025.

Telephonic, Telegraphic, Telex, Facsimile, Emailed and Late Tenders will not be accepted.

Tenders may only be submitted on the tender documentation that is issued.

T1.2 TENDER DATA

MAINTENANCE SUPPORT SERVICES FOR THE VAAL MARINA LV
 NETWORK CONTRACT NO.: (2025 – 2028) MIDVAAL LOCAL MUNICIPALITY

MBD 1 – INVITATION TO BID

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MIDVAAL LOCAL MUNICIPALITY					
BID NUMBER:	8/2/2/428 (GEP/5EPPE OR HIGHER)(2025-2028)	CLOSING DATE:	22.05.2025	CLOSING TIME:	10:00
DESCRIPTION	BID FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER MAINTENANCE SUPPORT SERVICES FOR THE VAAL MARINA LV NETWORK IN MIDVAAL LOCAL MUNICIPALITY ON AN AS AND WHEN RE-QUIRED BASIS FROM THE 1 ST OF JULY 2025 TO 30 JUNE 2028 THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Block A – Ground Floor, 25 Mitchell Street, Meyerton, 1961					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:	OR	CSD No:	MAAA	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
SIGNATURE OF BIDDER		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	SUPPLY MANAGEMENT	CHAIN	DEPARTMENT	ENGINEERING SERVICES OFFICE	
TELEPHONE NUMBER	016 360 7481		TELEPHONE NUMBER	016 360 7532	
E-MAIL ADDRESS	tenders@midvaal.gov.za		E-MAIL ADDRESS	tenders@midvaal.gov.za	

T1.2 TENDER DATA

**PART B
 TERMS AND CONDITIONS FOR BIDDING**

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

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

MAINTENANCE SUPPORT SERVICES FOR THE VAAL MARINA LV NETWORK
CONTRACT NO.: (2025 – 2028) MIDVAAL LOCAL MUNICIPALITY

T1.1.2. REFERENCE NUMBER AND TITLE The

contract number and title shall be:

THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER MAINTENANCE SUPPORT SERVICES FOR THE VAAL MARINA LV NETWORK FROM DATE OF AWARD FOR A PERIOD OF 36 MONTHS ON AN AS AND WHEN REQUIRED BASIS.

T1.1.3. BRIEF DESCRIPTION OF THE WORKS

The works are the provision of labour, as and when the need arises, to maintain, attend to consumer complaints, replace or upgrade overhead lines, cabling, distribution kiosks, service connections, trenching etc. on any electrical equipment in Vaal Marina, Midvaal Local Municipality area. The municipality shall furnish the successful contractor with the necessary job cards and list where the works as mentioned above are to be completed, note that the electrical contractor bears the responsibility for any liaison and arrangements with the Consumers regarding the works process.

The services shall be provided on a 24-hour basis as and when required. All call-out shall be attended to within thirty (30) minutes from receiving the complaint.

T1.2 – TENDER DATA

T1.2 TENDER DATA

T1.2. TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of Board Notice 136 of 2015 in Government Gazette 38960 of 10 July 2015, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. See www.cidb.org.za reproduced without amendment or alteration for the convenience of tenderers as an Annex to this Tender Data.

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

The following variations, amendments and additions to the Standard Conditions of Tender as set out in the Tender Data below shall apply to this tender.

Clause Wording

F.1.1.1 The employer is Midvaal Local Municipality

F.1.2 Tender Documents

The tender documents issued by the employer comprise those listed in the contents page.

The Tender Document shall be obtained from the Employer at the physical address stated in the Tender Notice, upon payment of the fee stated in the Tender Notice.

F.1.4 Communication and Employer's Agent

The Employer's representative is:

TECHNICAL ENQUIRIES MAY BE DIRECTED TO:

Tel No. 016 360 7532
Fax No. 086 502 0523
E-mail. tenders@midvaal.gov.za

SUPPLY CHAIN ENQUIRIES MAY BE DIRECTED TO:

Tel No. 016 360 7481
Fax No. 016 362 3386
E-mail. tenders@midvaal.gov.za

F.1.6.3 Proposal Procedure using the Two-Stage System

The Two-Stage Tender System will not be used.

T1.2 TENDER DATA

Clause Wording

F.2 TENDERER’S OBLIGATIONS

F.2.1 Eligibility

F.2.1.3 Add the following Clause to F.2.1:

Only those tenderers who satisfy the following eligibility criteria shall be eligible to submit tenders:

a) Competency of management and supervisory staff:

Only tenderers with staff satisfying the requirements of the Scope of Works, are eligible to submit tender. For this tender the minimum requirement for supervisors is a National Diploma(NQF Level 6) in Electrical Engineering.

b) CIDB Registration:

Tenders shall be 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 tendered, or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, for a 6EP/5EPPE or higher class of construction work, are eligible to have their tenders evaluated.

c) Joint ventures are eligible provide that:

Every member of the joint venture is registered with the CIDB.
The lead partner has a grading equal to or higher than the grading specified.
The combined contractor grading designation calculated in accordance with the CIDB Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations.

F2.2 Cost of Tendering

The cost to submit a tender shall be for the account of the tenderer. The Employer will not reimburse the tenderer for any tendering cost whether successful not.

F.2.3 Check documents

Replace Clause F.2.3 with the following:

The Tenderer shall satisfy himself that the set of tender documents is complete and in accordance with the index. If any page has been omitted or duplicated, or if the script or dimensions, or anything else in the tender document is indistinct, or if doubt exists as to the meaning of any description, or if the tender document contains any obvious errors, the Tenderer shall immediately notify the Employer’s Agent accordingly, in writing, so that such discrepancy or indistinctness can be clarified and rectified, as the MIDVAAL LOCAL MUNICIPALITY or the Agent will not accept any responsibility or consider any

T1.2 TENDER DATA

Clause Wording

claim in connection with such discrepancy or indistinctness, which are not rectified during the tender period.

F.2.4 Confidentiality and Copyright of Documents

Add the following Clause to F.2.4:

Copyright is reserved for all designs, specifications and information contained as part of this document. No part of this document in full or in part may be reproduced or used in any form without written consent by the Engineer.

F.2.7 Clarification Meeting

A compulsory clarification meeting with representatives of the Employer will take place at Anchovy Road and Perlemoen Street , Vaal Marina Fire Station, on 7 May 2025 starting at 11h00.

Tenderers should be represented by someone who is qualified and experienced enough to comprehend the scope of works.

F.2.8 Seek clarification

Clarifications shall be in writing and no queries will be entertained within five working days of tender closing.

F.2.9 Insurance

The employer will not provide any insurance for services prior to the completion of works.

F.2.10 Pricing the Tender Offer

F.2.10.3 Replace Clause F.2.10.3 with the following:

The tendered rates are subjected to Contract Price Adjustments as detailed in Clause

C1.3.1 F.2.10.5 Add the following to Clause F.2.10:

The Tenderer shall enter a unit rate against each item in the schedule of quantities, whether quantities are stated or not.

The Tenderer may not group items together and tender one lump sum for such group of items. The Tenderer also may not indicate against any item that full compensation for such item has been included in another item. A rate of R0-00 shall be assumed for such items.

In the event of a discrepancy between the product of the unit rate and the quantity of any payment item and the total amount of such item found during the adjudication of tenders,

Clause Wording

the unit rate shall be deemed correct and shall be applicable to the contract.

Tenderers shall **include all applicable taxes** in the tendered rates and amounts. Hence, the tendered rates and amounts shall however **include** all levies and other taxes and duties on all items to which they apply.

Replace Clause F.2.10.4 with the following:

All prices quoted and all transactions are to be in the currency of the Republic of South Africa.

Tenders not domiciled in the Republic of South Africa (R.S.A.) shall state the name and address of their accredited or intended agents within the R.S.A. Failure to do so will invalidate the tender.

F.2.11 Alterations to Documents

Add the following Clause to F.2.11:

Tenderers Condition of Sale or Contract printed on their own stationary will be disregarded and it shall be clearly understood that the Conditions which shall apply shall be those contained in these documents unless the Tenderer specifically absolves himself from any such conditions on the form "Alterations by Tenderer" contained in this document.

On no account shall any alterations be made to the text of these documents or any pages removed from the binding.

On no account shall any alterations be made to the text of these documents or any pages removed from the binding.

Should the Tenderer desire to make any departures or modifications to the General Conditions of Contract, Specifications, Bill of Quantities or Drawings, or to qualify his/her tender in any way, he shall set out his/her proposals clearly hereunder, or alternatively state them in a covering letter attached to his/her tender and referred to hereunder, failing of which the tender will be deemed unqualified.

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

F.2.12 Alternatives Tender Offers

F.2.12.2 If a tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is:

a) The Tenderer must obtain an additional document and set out the alternative therein. It

T1.2 TENDER DATA

Clause Wording

F.2.16.1 The tender offer validity period is 90 days.

F.2.16.5 Add to Clause F.2.16 the following:

If the tenderer withdraws his/her tender before the validity period expires, fails to sign the Contract or fails to provide security, to the satisfaction Midvaal Local Municipality after his/her tender has been accepted, the tenderer shall pay any additional expenses incurred by the Employer, to call for fresh tenders, or to pay the difference between his/her tender price and the next suitable tender price.

F.2.19 Inspections, Tests and Analyses

Add the following Clause to F.2.13.4:

Access shall be provided for inspection and testing by personnel acting on behalf of the Employer as may be required for the evaluation of the tenderer.

F.2.22 Return of Other Tender Documents

Where a tenderer who received a tender document does not submit a tender, the tender documents issued to him must be returned to the Employer within 28 days after the closing date of submission of tenders.

Uncompleted tenders must be clearly marked with the contract number, as well as “Uncompleted Tender”.

F.2.23 Certificates

The tenderer is required to submit the certificates listed in the Returnable Documents.

F.3 THE EMPLOYER`S UNDERTAKINGS

F.3.1.1 Clarifications received shall be responded to in writing up to five working days before tender closing.

F.3.4 Opening of Tender Submission

F.3.4.1 Tenders will be opened 15 minutes after the closing time for submission of tender offers as stated in the Tender Notice and Invitation to Tender.

F.3.5 Two-envelope System

F.3.5.1 A two-envelope system will not be followed.

F.3.11 Evaluation of Tender Offers

The procurement for the evaluation of responsive tender offers is Method 2: Functionality,

Clause Wording

Price and preference in accordance with F.3.11.3.

F.3.11.3 Method 2: Functionality, Price and Preference

Minimum number of points for functionality.

Tender offers of bidders whose aggregated points is less than 42 points, failure to meet the minimum required points will result in the bid being disqualified. The description of the functionality criteria and the maximum possible points for each is shown in Clause T2.2.22. The total number of points for functionality will be the aggregate of the points for the individual criteria.

F.3.11.7 Scoring Financial Offers

The financial offer will be scored using Formula 2 where W_1 is 80 points.

F.3.11.10 Add to Clause F.3.11 the following:

Tenders will be adjudicated solely on the information submitted with the tender before tender closure. No alteration shall be considered after tender closure. The Engineer / Adjudicator reserves the right to adjust obvious arithmetic errors.

As the Tenderer is responsible for the aptitude and efficiency of his/her proposal, which he offers as a complete working unit, it follows that he is entirely responsible for the inclusion in his/her tender of every item of plant and every accessory which may be necessary including the means of fixing each and every one into its required position and also including all measures required by any Act or Regulation in force governing the operations of electrical equipment and wiring. It is also incumbent on him/her to make provision in his/her tender for the highest quality of workmanship.

Under the provisions above, it follows that there shall be no extras of any kind except such extras as may be ordered in writings by the employer to be supplied or erected.

F.3.13 Acceptance of Tender Offer

Add the following:

Tender offers will only be accepted if:

- a) The Tenderer is registered with the CIDB with an appropriate category of registration.
- b) The Tenderer or any of its directors/ shareholders is not listed on the Register of Tenderer 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.
- c) The Tenderer has not:
Abused the Employer's Supply Chain Management System; or

T1.2 TENDER DATA

Clause Wording

- Failed to perform on any previous contract and has been given a written notice to the effect.
Failed to pay municipal rates ad taxes or service charges and such rates, taxes and charges are in arrears for more than three months.
- e) The Tenderer has completed the Compulsory Enterprise Questionnaire and there is no conflict of interest which may impact on the Tenderer's ability to perform the Contract in the best interests of the Employer or potentially compromise the tender process.

F.3.13.1 Add to Clause F.3.13 the following:

The successful tenderer shall enter into a Contract with the Employer, in accordance with the Conditions of Contract, for the execution of the works specified.

The Employer does not bind himself to accept the lowest or any tender or to give any explanation for whatever decision he makes in connection with the tenders, further, he reserves the right to award the contract. If he makes an award, entirely in accordance with his/her own discretion and will not assign any reason for the acceptance or rejection of any tender.

The Employer reserves the right to accept any one or more or all of the sections of the Works as specified in this document, and that no liability is accepted for any expenses incurred by a tenderer in submitting his/her tender.

F.3.16 Notice to Unsuccessful Tenderers

F.3.16.2 Replace the Clause with the following:

Unsuccessful tenderers shall be not be notified that their offer was not accepted. Tenderers are advised to continually consult the Midvaal webpage (www.midvaal.gov.za) under the Supply Chain Management Section to determine if a bid was awarded.

F3.18. Add to Clause F.3.18 the following:

Section 62 of the Local Government Municipal System Act 200 (No. 32 pf 2000) gives an 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 tenderer wishing to exercise this right, must submit their appeal in writing to the Employer marked for the attention of the Manager Supply Chain Unit.

The format of the appeal must:

Set out the reason 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 tenderer of the decision of the Bid Adjudication Committee.

T1.2 TENDER DATA

T1.2.1. ADDITIONAL CONDITIONS OF TENDER

The tender document shall be accompanied with the relevant tender returnable as stipulated.

The following conditions will apply to this project:

- a) The contract shall be conducted according to labour intensive construction methods.
- b) The tenders will be adjudicated according to Midvaal Local Municipality's SCM Policy.

T1.2.2. IMPORTED AND LOCAL ITEMS OF PLANT

The Tenderer should take cognizance of the requirement for regarding local production and content as stipulated in the Preferential Procurement Policy Framework Act, Act No 5 of 2000, Preferential Procurement Regulations, 2017 as Government Gazette No. 10681 dated 20 January 2017.

T1.2.3. SUB-CONTRACTING

The contractor shall not sub-contract any works or section thereof to any company without the express approval of the employer.

T1.2.4. HEALTH AND SAFETY

The Tenderer (where applicable) shall comply with the provisions of the Occupational Health and Safety Act no 85 of 1993, as amended, and shall undertake to acquaint his/her employees with the provisions, regulations, duties, obligations and prohibitions, and shall accept sole liability for due compliance with the duties, obligations and prohibitions and absolve the Employer from being obliged to comply with the aforesaid duties, obligations and prohibitions.

T1.2 TENDER DATA



MIDVAAL LOCAL MUNICIPALITY
P.O. BOX 9
MIDVAAL, 1960

**THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER
MAINTENANCE SUPPORT SERVICES FOR THE VAAL MARINA LV
NETWORK FROM DATE OF AWARD TO JUNE 2028 ON AN AS AND
WHEN REQUIRED BASIS**

**SECTION 2:
T2 – RETURNABLE DOCUMENTS**

T2 - TENDER RETURNABLES

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MAINTENANCE SUPPORT SERVICES FOR THE VAAL MARINA LV NETWORK
 CONTRACT NO.: (2025 – 2028)

MIDVAAL LOCAL MUNICIPALITY

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CONTRACT NO.: (2025 – JUNE 2028)

T2.1 – LIST OF RETURNABLE DOCUMENTS

T2.1 RETURNABLE DOCUMENTS

CONTRACT NO.: (2025 – JUNE 2028)

T2. RETURNABLE DOCUMENTS

T2.1. LIST OF RETURNABLE DOCUMENTS

Additional conditions of the tender are that the tender must be accompanied with the following documentation.

T2.1.1. COMPULSORY RETURNABLES

- a) Proof of COID.
- b) Provide unique Tax Compliance Status PIN to be used by third parties to verify tenders tax compliance via e-filing.
- c) CSD summary report or CSD number.
- d) Proof of CIDB Rating which must be 6 EP/5PEPE. CIDB CRS # _____
- e) Proof of CIPC Registration.
- f) Proof of Registration at the Department of Labour as an electrical contractor.
- g) Certified Sworn Affidavit or a certified SANAS only accredited BBBEE certificate must be attached.
- h) Latest Municipal rates & taxes account (not older than 3 months) which is not in arrears for more than 3 months for the company & directors/trustees/members rates and taxes MUST be attached.
- i) In the event of a tenant (renting), a copy of a valid signed lease agreement for the company & directors/trustees/members must be attached.
- j) Priced BOQ in CD / USB stick format. Excel BOQ available from the SCM Department.
- k) Joint Venture Agreement (if the tenderer is a joint venture).
- l) Tenderers Occupational Health and Safety Policy.
- m) Completed & Signed MBD forms
- n) All returnable, forms and schedules included into the tender document.
- o) All returnable required for the functionality scoring.

NOTE:

Returnable that cannot be populated by hand shall be compiled into a separate “returnable” file and submitted as a Volume 2 to the tender document. Midvaal Local Municipality will not accept any bid with missing pages or not fully completed with the required attachments.

T2.2 – RETURNABLE SCHEDULES

T1.1 – TENDER NOTICE

T2.2. RETURNABLE SCHEDULES

RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF:

.....
.....

AT ON THE DAY OF 20.....

RESOLVED

THAT

IN THE CAPACITY OF

is hereby authorized and empowered to sign the Tender and Contract Documents on behalf of the Companyfor maintenance support services for the Vaal Marina LV Network from the date of award for a period of 36 Months on an as and when required basis.

SIGNATURE:1.

2.

CERTIFIED A TRUE COPY:

T2.2.3. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in joint venture and hereby authorize 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 tender 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.

T2.2.4. PREVIOUS EXPERIENCE

Particulars of projects of similar nature to that contained in this contract to which the Tenderer is at present committed and / or involved during the last 3 years to be submitted hereunder.

Table 1: Previous Experience

	PROJECT	PLACE	ENGINEER & TEL	CONTRACT PERIOD	CONTRACT AMOUNT	DATE COMPLETED	COMPLETION IN TIME (YES/NO)
1							
2							
3							
4							
5							
6							

.....
SIGNATURE

.....
DATE

.....
POSITION

.....
NAME OF BIDDER

T2.2.5. CURRENT PROJECTS

Particulars of projects of similar nature to that contained in this contract to which the Tenderer is at present committed and / or involved during the last 3 years to be submitted hereunder.

Table 2: Previous Experience

	PROJECT	PLACE	ENGINEER & TEL	CONTRACT PERIOD	CONTRACT AMOUNT	DATE COMPLETED	COMPLETION IN TIME (YES/NO)
1							
2							
3							
4							
5							
6							

.....
SIGNATURE

.....
DATE

.....
POSITION

.....
NAME OF BIDDER

T2.2 RETURNABLE SCHEDULES

T2.2.6. LIST OF CONSTRUCTION EQUIPMENT

The Tenderer is requested to indicate what equipment and plant is available.

EQUIPMENT IMMEDIATELY (WITH HOURLY RATES) AVAILABLE FOR THIS CONTRACT

Table 3: Equipment Available

TYPE OF EQUIPMENT	CONDITION	RATE (R/h)

NOTE:

The hourly rates for equipment, must include diesel, operator / driver and all maintenance and transport cost to and from the site.

.....

SIGNATURE

.....

DATE

.....

POSITION

.....

NAME OF BIDDER

T2.2 RETURNABLE SCHEDULES

T2.2.8. 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. **(Failure to do so may result in your bid being disqualified)**

Section 1: Name of enterprise:												
Section 2: VAT registration number, if any:												
<p>Has and original and valid TAX clearance certificate been attached under Schedule 2D? Yes / No</p>												
<p>Section 3: Has a B-BBEE status level verification certificate been submitted? Yes / No If Yes, who was the certificate issued by? (Tick applicable box)</p> <p><input type="checkbox"/> An accounting officer as contemplated in the Close Corporation Act. <input type="checkbox"/> A verification agency accredited by the South African National Accreditation System (SANAS). <input type="checkbox"/> A registered auditor.</p> <p>NB. A B-BBEE status level verification certificate must be submitted in order to qualify for preference points for B-BBEE.</p>												
Section 4: CIDB registration number, if any:												
<p>Section 5: Particulars of sole proprietors and partners in partnership</p> <table border="1" style="width: 100%; border-collapse: collapse; margin: 10px 0;"> <thead> <tr> <th style="width: 30%;">Name*</th> <th style="width: 30%;">Identify Number*</th> <th style="width: 40%;">Personal Income Tax Number</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> <p>* Complete only if sole proprietor or partnership and attached separate page if more than 3 partners</p>	Name*	Identify Number*	Personal Income Tax Number									
Name*	Identify Number*	Personal Income Tax Number										
Section 6: Particulars of companies and close corporations												
Company registration number:												
Close corporation number:												
Tax reference number:												

Section 7: Record of service of the state	
Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:	
<input type="checkbox"/> a member of any municipal council <input type="checkbox"/> a member of any provincial legislature <input type="checkbox"/> a member of the National Assembly or the national Council of Province <input type="checkbox"/> a member of the board of directors of any municipal entity <input type="checkbox"/> an official of any municipality or municipal Entity	<input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity <input type="checkbox"/> an employee of Parliament or a provincial Legislature

If any of the above boxes are marked, disclose the following: (insert separate page if necessary)

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

Section 8: Record of spouses, children and partners in the service of the state	
Indicate by marking the relevant boxes with a cross, if any spouse, child or partner of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:	
<input type="checkbox"/> a member of any municipal council <input type="checkbox"/> a member of any provincial legislature <input type="checkbox"/> a member of the National Assembly or the national Council of Province <input type="checkbox"/> a member of the board of directors of any municipal entity <input type="checkbox"/> an official of any municipality or municipal Entity	<input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity <input type="checkbox"/> an employee of Parliament or a provincial Legislature

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

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

* Insert separate page if necessary

T2.2 RETURNABLE SCHEDULES

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

- i) Authorized the Employer to obtain a tax clearance certificate from the South Africa Revenue Service that my / our matters are in order;
- ii) Confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and
- iii) Confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted
- iv) Confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of
- v) Confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signature: Date:/ / 20.....

Print Name: Position:

Postal Address:

Street Address:

Telephone Code Number

Number: Cell

Phone Number:

T2.2.9. DAYWORK SCHEDULE

LABOUR

The daywork rate for labour shall be the total hourly rate for the use of the labour inclusive of overhead and supervision costs. The time of Gangers or Charge Hands actually working with the gangs may be included in the daywork claim but the time of Foremen and Gangers is not to be included but is to be covered in the tendered rates.

.....
SIGNATURE

.....
DATE

.....
POSITION

.....
NAME OF BIDDER

T2.2 RETURNABLE SCHEDULES

4.8 Are you presently in the service of the state? **YES / NO**
If so, furnish particulars.

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

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

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

4.9 Have you been in the service of the state for the past twelve months? **YES / NO**
If so, furnish particulars.

4.10 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
If so, furnish particulars.

4.11 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
If so, furnish particulars.

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

If so, furnish particulars.

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

If so, furnish particulars.

4.14 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**

If so, furnish particulars.

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

FULL NAME	IDENTITY NUMBER	STATE EMPLOYEE NUMBER

Please note that The Federal Executive of the DA resolved as follows:

"That no office-bearer or member of the professional staff of the Party, or any company, partnership, close corporation or similar juristic entity in which such office-bearer or member of the professional staff has an interest, may tender for or contract to provide any goods or services to any DA controlled government.

For the purposes of this resolution:

"office-bearer" means any public representative or member of the Federal Executive, a provincial executive, a provincial management committee, a regional executive or a constituency executive;

"an interest" means that the office bearer or member of the professional staff has a 5% of more stake; and

"member of the professional staff" means any person who has an employment contract with the Party, and includes any person who is employed by the Party but who is paid by an organ of state, but does not include any person paid a gratuity or honorarium for services rendered to the Party."

6.1 Are you or your company an office-bearer by means of any public representative or member of the Federal Executive, a provincial executive, a provincial management committee, a regional executive or a constituency executive?

YES / NO

If so, furnish particulars.

6.2 Do you or your company have an interest by means that the office bearer or member of the professional staff has a 5% of more stakes?

YES / NO

If so, furnish particulars.

6.3 Are you or your company a member of the professional staff by means any person who has an employment contract with the Party, and includes any person who is employed by the Party but who is paid by an organ of state, but does not include any person paid a gratuity or honorarium for services rendered to the Party?

YES / NO

If so, furnish particulars.

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

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

SIGNATURE

DATE

POSITION

NAME OF BIDDER

T2.2 RETURNABLE SCHEDULES

T2.2.11. MBD 5 – DECLARATION FOR PROCUREMENT ABOVE R 10 MILLION (ALL APPLICABLE TAXES INCLUDED)

MBD 5 - DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)

For all procurement expected to exceed R10 million (VAT included), bidders must complete the following questionnaire:

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

YES / NO

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

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

YES / NO

If no, this serves to certify 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.

If yes, furnish particulars.

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

YES / NO

If yes, furnish particulars.

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

YES / NO

If yes, furnish particulars.

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

SIGNATURE

DATE

POSITION NAME OF BIDDER

NAME OF BIDDER

T2.2 RETURNABLE SCHEDULES

p. 23

T2.2.12. MBD 6.1 - PREFERENTIAL PROCUREMENT CLAIM FORM

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

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

- 1.3 Points for this bid shall be awarded for:
- (a) Price; and
 - (b) B-BBEE Status Level of Contributor.

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

- 1.5 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 sworn affidavit together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed. It shall further be noted that the sworn affidavit be provided by the authorised representative of the company. Note: Affidavits from accounting firms will not be accepted.
- 1.6 The employer reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (k) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (l) **“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;
- (m) **“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;
- (n) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- (o) **“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

T2.2 RETURNABLE SCHEDULES

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;

- (p) **“non-firm prices”** means all prices other than “firm” prices;
- (q) **“person”** includes a juristic person;
- (r) **“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;
- (s) **“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;
- (t) **“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;
- (u) **“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
- (v) **“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.
- (w) **“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;

3. ADJUDICATION USING A POINT SYSTEM

The bidder obtaining the highest number of total points will be awarded the contract.

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;

Points scored must be rounded off to the nearest 2 decimal places.

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.

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.

T2.2 RETURNABLE SCHEDULES

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 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

4.2 POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

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

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

Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by Verification Agency accredited by SANAS or a sworn affidavit by the authorised company representative. Note: Affidavits from accounting firms will not be accepted.

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 Verification Agency accredited by SANAS.

T2.2 RETURNABLE SCHEDULES

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.

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.

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.

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.

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.

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS T2.2.10.2

B-BBEE Status Level of Contributor: = (maximum of 20 points)

(Points claimed in respect of paragraph 6 must be in accordance with the table reflected in paragraph 4.2 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

7. SUB-CONTRACTING

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

If yes, indicate:

- (i) what percentage of the contract will be subcontracted?%
- (ii) the name of the sub contractor?
- (iii) the B-BBEE status level of the sub-contractor?.....
- (iv) whether the sub-contractor is an EME or QSE YES / NO
(delete which is not applicable)
- (v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

T2.2 RETURNABLE SCHEDULES

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

Name of company/firm:

VAT registration number:

Company registration number:.....

TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

9. DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

10. COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

11. MUNICIPAL INFORMATION

Municipality where business is situated

Registered Account Number

Stand Number

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES:

1.....

2.....

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

DATE.....

T2.2 RETURNABLE SCHEDULES

ADDRESS:
.....
.....
.....

T2.2.13. DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT (MBD 6.2)

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, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1 GENERAL CONDITIONS

- 1.1 Preferential Procurement Regulations, 2017 (Regulation 8(1) and 8(3) make provision for the promotion of local production and content.
- 1.2 Regulation 8(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3 Regulation 8(4) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.
- 1.4 Where necessary, for bids referred to in paragraphs 1.2 and 1.3, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.5 A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.6 The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

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

Where

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

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid as required in paragraph 18.4.1 below.

T2.2 RETURNABLE SCHEDULES

The SABS approved technical specification number SATS 1286:2011 is accessible on Error! Hyperlink reference not valid. <http://www.thedti.gov.za/industrial-development/ip.jsp> at no cost.

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

2 DEFINITIONS

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

3 MINIMUM THRESHOLD

- 3.1 The stipulated minimum threshold for local production and content for this bid is as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
Low Voltage Power Cables	90%

Medium Voltage Power Cables	90%
Transformers (Class 2)	70%
Pre-paid meters	70%

3.2 Does any portion of the services, works or Goods offered have any imported content? Yes / No
(delete which is not applicable)

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

The relevant rates of exchange information are accessible on www.reservebank.co.za. Indicate the rate(s) of exchange against the appropriate currency in the table below:

Currency	Rates of exchange
US Dollar	
Euro	
Pound Sterling	
Chinese RMB (Yuan)	
Japanese Yen	

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

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

T2.2 RETURNABLE SCHEDULES

Annex C

Local Content Declaration - Summary Schedule

Note: VAT to be excluded from all calculations

- (C1) Tender No.
- (C2) Tender description:
- (C3) Designated product(s)
- (C4) Tender Authority:
- (C5) Tendering Entity name:
- (C6) Tender Exchange Rate:
- (C7) Specified local content %

Pula EU GBP

Calculation of local content

Tender item no's	List of items	Tender price each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)

Tender summary

Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

(C20) Total tender value

(C21) Total Exempt imported content

(C22) Total Tender value net of exempt imported content

(C23) Total Imported content

(C24) Total local content

(C25) Average local content % of tender

Signature of tenderer from Annex B

Date: _____

4 LOCAL CONTENT DECLARATION

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. (2025 – 2028)

ISSUED BY: MIDVAAL LOCAL MUNICIPALITY

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

I, the undersigned, _____ (full names), do hereby declare, in my capacity as _____ of _____ (name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286.
- (c) The local content has been calculated using the formula given in clause 3 of SATS 1286, the rates of exchange indicated in paragraph 4.1 above and the following figures:

Bid price, excluding VAT (y)	R
Imported content (x)	R
Stipulated minimum threshold for Local content (paragraph 18.3 above)	
Local content % as calculated in terms of SATS 1286	

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

- (d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement

T2.2 RETURNABLE SCHEDULES

Regulations, 2011 promulgated under the Policy Framework Act (PPFA), 2000
(Act No. 5 of 2000).

SIGNATURE : **DATE:**

WITNESS No. 1: **DATE:**

WITNESS No. 2: **DATE:**

T2.2 RETURNABLE SCHEDULES

T2.2.14. MBD 8 – 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 Tender 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>Is the bidder or any of its directors listed on the National Treasury’s Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury’s website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	If so, furnish particulars:		

T2.2 RETURNABLE SCHEDULES

4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Item	Question	Yes	No
	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	If so, furnish particulars:		
4.7	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"/>
	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

T2.2 RETURNABLE SCHEDULES

T2.2.15. MBD 9 - CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

I, the undersigned, in submitting the accompanying bid:

.....
(Bid Number and Description)

in response to the invitation for the bid made by:

.....
(Name of Municipality / Municipal Entity)

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

I certify, on behalf of:
that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;

- (b) geographical area where product or service will be rendered (market allocation)
- (c) methods, factors or formulas used to calculate prices;
- (d) the intention or decision to submit or not to submit, a bid;
- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
- (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....
Signature Date

.....
Position Name of Bidder

T2.2 RETURNABLE SCHEDULES

**T2.2.16. MUNICIPAL SERVICES, RATES AND TAXES CLEARANCE
CERTIFICATE FOR SUPPLY CHAIN MANAGEMENT PURPOSE**

The purpose of this form is to obtain prove that municipal services, rates and taxes of the service provider are **not more than three months in arrears** with the relevant municipality / landlord in the municipal area where the service provider conduct his / her business.

Where bidders are not owners of a property and cannot submit a copy of the municipal account, the following must be completed together with a lease agreement:

(TO BE COMPLETED BY THE LANDLORD)		
Name of the Landlord:		
Property Physical Address:		
Please tick below	Yes	No
Rental: In arrears for more than 3 months	<input type="checkbox"/>	<input type="checkbox"/>
Municipal Services: In arrears for more than 3 months	<input type="checkbox"/>	<input type="checkbox"/>
Landlord Signature:		
Date: _____		
Landlord's business stamp here (where applicable)		

MUNICIPAL SERVICES, RATES AND TAXES CLEARANCE CERTIFICATE, OR DULY SIGNED LEASE AGREEMENT MUST BE ATTACHED BEHIND THIS PAGE.

Initials:

T2.2.17. TAX COMPLIANCE STATUS

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

MBD 2 – TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

NEED A TAX CLEARANCE? GO ONLINE

Electronically request your Tax Compliance Status which will include a unique PIN which you can provide to any third party (if requested) to enable them to verify your tax compliance status online via e-Filing.

Request a TCC via e-filing which will give you the option to print the TCC.

Or request a TCC at a SARS branch where a SARS agent will be able to print or e-mail the TCC to you.

To register for e-filing go to: www.sarsefiling.co.za

A tax compliant status is a holistic view of your tax compliance level across all your registered tax types.

Is your tax compliance status green?

Ensure all tax returns are submitted No

outstanding debt owed to SARS

SARS has been notified of any change of residential or business address

Your business is registered for all required tax types e.g. PAYE, VAT, income tax.

Check your tax compliance status by logging onto your e-filing profile and viewing your “my compliance Profile” and rectify any non-compliance.

THIRD PARTY AUTHORISATION TO VIEW BIDDER/S TCS:

To assist with the evaluation process of your bid we require your consent to check your SARS tax compliance via e-filing. Kindly complete the table below authorising MLM to check TCC for tender purposes only.

TCS Details	
Taxpayer name	
Trading Name	
Purpose of request	Tender
Request Reference number	
PIN	
PIN EXPIRY DATE	

I, in my capacity as am duly appointed as an authorised signatory hereby grant **Midvaal Local Municipality** permission to check the TCC status of and it is duly understood that the search is for tender purposes only.

.....
Signature Date

NOTE: BIDDERS MAY ATTACH THEIR TAX COMPLIANCE STATUS BEHIND THIS PAGE.

T2.2 RETURNABLE SCHEDULES

T2.2.18. CIDB REQUIREMENTS

In terms of Clause 3 of the Notes on the use of Standardized Procurement Documents for Engineering and Construction Works, October 2005, all Prime or Main Contractors must register with the Construction Industry Development Board (CIDB) according to Act 38 of 2000.

After receipt of an application the CIDB will grade the applicant according to experience in the various sections of works and financial capability.

The CIDB requirements for all contractors tendering on this project are as follows:

1. Tenderers and his subcontractor must be registered with the CIDB in an EP class of construction works.
2. Tenderers must have a CIDB Contractor Grading Designation of 6EP/5EPPE or Higher. Please note that this tender will not be split and that no portion of the contract may be outsourced.
3. The tenderer shall submit the company profile and CIDB registration of the proposed subcontractor for this project.

NAME & SIGNATURE OF TENDERER :

DATE :

NAME & SIGNATURE OF WITNESS :

T2.2 RETURNABLE SCHEDULES

FINANCIAL INFORMATION

T2.2.9.1 BANK REFERENCE

BANK: ACCOUNT NO

BRANCH: TEL NO:

Furthermore, I / We hereby authorise the Engineer to approach the above bank for reference.

T2.2.9.2 FINANCIAL STATEMENTS

I / We agree, if required to furnish an audited copy of the latest set of financial statements together with my / our Director's and Auditor's report for consideration by the Employer.

SIGNED ATTHIS DAY OF20.....

ON BEHALF OF

.....

SIGNATURE:

AS WITNESSES: 1.

2.

T2.2 RETURNABLE SCHEDULES

T2.2.20. COMPOSITION OF TENDERER’S COMPANY

1 GENERAL

State whether the Tenderer is a company, a partnership, a person or a closed corporation.

Company		Partnership		Person		Closed Corporation	
---------	--	-------------	--	--------	--	--------------------	--

3. INFORMATION TO BE PROVIDED

2.1 IF THE TENDERER IS A COMPANY:

- a) Affix a certified copy of the Certificate of Incorporation to this page.
- b) List the Directors and each Director’s date of appointment:

DIRECTORS	DATE OF APPOINTMENT
1.	
2.	
3.	
4.	
5.	
6.	

- c) List the Shareholders and percentage of shareholding:

SHAREHOLDERS	PERCENTAGE OF SHARE HOLDING
1.	
2.	
3.	
4.	
5.	
6.	

d) List all companies of which your Company is a shareholder and percentage shares:

COMPANIES	PERCENTAGE SHARES
1.	
2.	
3.	
4.	
5.	
6.	

2.2 IF THE TENDERER IS A PARTNERSHIP:

a) List the partners and state each partner's share in the partnership:

PARTNER	PARTNER'S SHARE
1.	
2.	
3.	
4.	
5.	
6.	

2.3 IF THE TENDERER IS A PERSON:

a) Provide the full name and qualifications of the person:

FULL NAME OF PERSON	QUALIFICATIONS
1.	
2.	
3.	
4.	
5.	
6.	

2.4 IF THE TENDERER IS A CLOSED CORPORATION:

a) State each member's share in the closed corporation:

MEMBER	MEMBER'S SHARE
1.	
2.	
3.	
4.	
5.	
6.	

b) It shall be expected from the above members of the closed corporation in Clause 10.2.4.a) hereof to be responsible in their personal capacity for any transaction relating to this project.

.....
SIGNATURE

.....
DATE

.....
POSITION

.....
NAME OF BIDDER

T2.2 RETURNABLE SCHEDULES

T2.2.21 CERTIFICATE OF CONVERSANCE WITH THE TENDER DOCUMENTS

I / We, the undersignedhereby certify that I / We am / are fully conversant with the General and Special Conditions of Contract, Conditions of Tender, Specifications, Schedules of Quantities and Drawings. I / We declare that I / We am / are satisfied with the description of the work and the explanations furnished by the Engineer, and that I / We fully understand the nature and extent of the work required to be executed, as specified and according to the intent of the Contract. I / We declare that all the equipment offered in my / our tender comply to the Specifications of these Tender Documents and that the relevant Data Sheets have been completed correctly and in full. I / We have ascertained all factors which may have a bearing on the execution of the works and the costs thereof.

SIGNED ATON BEHALF OF THE FIRM

ON THIS DAY OF20.....

SIGNATURE

CAPACITY

T2.2.22 CLAIM FUNCTIONALITY POINTS:

For the first round the functionality of the tender will be technically evaluated as envisaged below and in order to qualify for the second round of evaluation the tenders must score a minimum total of 42 points to proceed with the next stage of the evaluation.

Failure to achieve the minimum point required in any sub-category will result in the bid not being evaluated further.

Table 8: Technical Functionality

Functionality	Minimum Required Points	Maximum Points
a) Company Experience.	30	40
b) Capacity and resources.	12	20
Total	42	60

Table 9: Technical Functionality Point Allocation

a) COMPANY EXPERIENCE	
Minimum points required for this sub-category are 30 points	
Bidders to submit both appointment letters and corresponding completion certificates indicating previous experience in the construction or both appointment letters and reference letters indicating maintenance of low or medium voltage distribution network projects within the last 10 years (2015 to date). <i>Note: High Voltage Medium Voltage (MV): 3.3 kV to 33 kV Low Voltage (LV): ≤ 1000 V Various completion certificates for one appointment letter will be considered as only one project.</i>	4 or more completed projects: 40 points
	3 x completed projects: 30 points
	1-2 completed projects: 20 points
	No submission: 0 points Note: Failure to submit compulsory information will result in 0 points
b) CAPACITY AND RESOURCES.	
Minimum points required for each sub-category are 3 points for a total of 12 points minimum.	
Project Manager:	Pr Eng or Pr Tech Registration & 4 years or more experience: 5 points
• B degree in Electrical Engineering (NQF 7) or above and registered as a Pr Eng or Pr Tech.	Pr Eng or Pr Tech or Registration & between 3 and less than 4 years experience: 3 points
• CV indicating years of experience in Project Management of construction or maintenance of electrical distribution network	Pr Eng or Pr Tech or Registration & between 2 and less than 3 years experience: 1 point
• Attach valid ECSA registration certificate as a Pr Eng or Pr Tech Eng registration certificate	No submission of registration and/or less than 2 years' experience: 0 points
Qualified Site Supervisor:	Qualification, CV indicating 4 years or more experience: 5 points.
• Site supervisor with a National Diploma (NQF6) or higher in Electrical Engineering.	Qualification, CV indicating between 3 years and less than 4 years: 3 points
• Attach Qualification and CV indicating years of experience in construction or maintenance of low or medium voltage distribution projects	Qualification, CV indicating between 2 years and less than 3 years: 1 point
	No submission of qualification and/or less than 2 years' experience: 0 points
Artisan Electrician:	Trade Test, ORVHS CV indicating 4 years or more experience: 5 points.
• Qualified electrician with trade test certificate (Red Seal) with a minimum of three years' experience after obtaining trade (attach trade test Red Seal certificate).	Trade Test, ORVHS and CV indicating between 3 years and less than 4 years: 3 points

Commented [NM1]: 3 or More

<ul style="list-style-type: none"> Attach CV indicating years of experience in construction or maintenance of electrical distribution network and Operating Regulations for High Voltage System Certification (ORVHS). 	<p>points</p> <p>Trade Test, ORHVS and CV indicating between 2 years and less than 3 years: 1 points</p> <p>No submission of Trade Test, CV, ORHVS certificate and/or less than 2 years' experience: 0 points</p>
<p>SHEQ Officer:</p> <ul style="list-style-type: none"> Attach Valid national diploma in Safety Management. Attach CV to indicate minimum years of experience in Safety Management in construction and maintenance of electrical distribution network 	<p>National Diploma in Safety Management & 4 years or more experience: 5 points</p> <p>National Diploma in Safety Management & between 3 and less than 4 years' experience: 3 points</p> <p>National Diploma in Safety Management between 2 and less than 3 years' experience: 1 points</p> <p>No submission of CV, Qualification and/or less than 3 years' experience: 0 points</p>

T2.2.23 MIDVAAL LM INDEMNITY

- 1 The Contractor hereby agrees to indemnify, hold harmless and defend Midvaal Local Municipality and their officers, employees, agents and representatives, from and against the following liabilities arising as a result of the execution of the work:
 - 1.1 Any liability with regard to claims by governmental authorities or others for non-compliance by Contractor of any Act of Parliament, law, ordinance, regulation or by-law made by a lawful authority provided that such compliance therewith was required for the execution of the Contract or at Law.
 - 1.2 Any liability arising from actual or alleged public or private nuisance arising out of negligent acts or omissions to act of Contractor or its Subcontractors, or of their employees.
 - 1.3 Any liability arising from loss or damage to Contractor and/or Subcontractor’s equipment and their other property on site.
 - 1.4 Any liability arising from claims with regard to the death of/or injury or sickness or disease to Contractor’ employees or the death of/or injury or sickness or disease to third parties.
 - 1.5 Any liability arising from any loss of/or damage to property belonging to a third party.
 - 1.6 Any liability arising from actual or asserted infringement or improper appropriation or use of patents, copyrights, proprietary information or know- how in respect of the work designed by/or under the responsibility of the Contractor.
 - 1.7 Any liability arising from the death or injury or loss or damage to property of third parties or Midvaal Local Municipality’s property as a result of the negligent acts or omissions of contractors or its subcontractor’s employees.
 - 1.8 Contractor shall indemnify Midvaal Local Municipality against all claims, proceedings, damages and costs of whatsoever nature arising out of contravention of environmental legislation.

I, the undersigned (duly authorised to sign) hereby declare that I have read and understood the abovementioned and agree to all the above.

COMPANY :
ADDRESS :
TEL :
CELL :
DATE :
SIGNATURE :

T2.2.24 CERTIFICATE OF UNDERTAKING:

I, the undersigned, in submitting the accompanying bid:

8/2/2/428 (6EP OR HIGHER) (2025-2028): THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER MAINTENANCE SUPPORT SERVICES FOR THE VAAL MARINA LV NETWORK FROM DATE OF AWARD FOR A PERIOD OF 36 MONTHS ON AN AS AND WHEN REQUIRED BASIS.

response to the invitation for the bid made by:
Midvaal Local Municipality, 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 will ensure that all plant and equipment indicated in the table below will be made available by myself (the bidder) upon award of contract for the entire duration of the contract as and when required for the purpose of executing the works. In the event of not owning the plant and/ or equipment I will lease the required plant and equipment for use on an as and when required basis.

DESCRIPTION:
5t crane truck
2x LDVs
Running blocks
Crimper
Tension Stringing equipment (Bull Wheel)
TLB

- 2. It is my (the bidder) responsibility to ensure that all plant and equipment available will be in good working condition and will not be older than 15 years (2009).
- 3. All rates must include 15% VAT.

Commented [NM2]: update

.....
Signature: _____ Date: _____

.....
Position: _____ Name of Bidder: _____

T2.2.25 PERFORMANCE MANAGEMENT SYSTEM:

The Municipal Finance Management Act (No. 56 of 2003) Section 116 (2) (d) determines that a Municipality must enter into a Performance Management System (PMS) with all service providers.

An assignment specific PMS has been drafted (*See Annexure "A" attached to this document*) and needs to be signed by the appointed signatory as part of this tender document and the costing for this project will run during the 2025/2025 financial budget year.

ACCEPTANCE OF PMS AGREEMENT

You are hereby requested to sign this document as acceptance of the agreement. Failure to sign this document will lead to disqualification.

CONTRACTOR

Signature :

Name :

Designation :

Date :

MIDVAAL LOCAL MUNICIPALITY

Signature :

Name :

Designation :

Date :

T2.2 RETURNABLE SCHEDULES

PERFORMANCE MANAGEMENT SYSTEM

EXTERNAL SERVICE PROVIDERS

(in terms of Section 116 of the Municipal Finance Management Act, Act 56 of 2003)

CONTRACT			
COMPANY			
BID NUMBER		EFFECTIVE DATE:	
TERM OF CONTRACT			
RESPONSIBLE PERSON FOR ASSESSMENT & COMPLETION OF PERFORMANCE REPORT:			
TARGET DATE FOR ASSESSMENT OF PERFORMANCE, e.g. quarterly			

KEY PERFORMANCE AREA	KEY PERFORMANCE INDICATOR	RESPONSIBLE PERSON & TARGET DATE	COMPLIANCE & DATE	DEVIATIONS, IF ANY, PROVIDE REASONS	AGREED RECTIFICATION MEASURES TO COMPLY
Delivery time	Adhere to delivery time frame	Good quality			
Quality Assurance	Quality of products	Good quality			
Personnel	Qualified personnel	Service Provider			
Compliance	Occupational health and safety	Service Provider			

ACCEPTED AND AGREED UPON:

ON BEHALF OF SERVICE PROVIDER

DATE

ASSISTANT DIRECTOR: ELECTRICAL

DATE

DIRECTOR SERVICES: ELECTRICAL

DATE

ON BEHALF OF HOD: ENGINEERING SERVICES

DATE

FOR SCM USE ONLY:

COMPLIANCE VERIFIED:

On behalf of SUPPLY CHAIN MANAGEMENT UNIT

DATE

T2.2 RETURNABLE SCHEDULES



MIDVAAL LOCAL MUNICIPALITY
P.O. BOX 9
MIDVAAL, 1960

**THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER
MAINTENANCE SUPPORT SERVICES FOR THE VAAL MARINA LV
NETWORK FROM DATE OF AWARD TO JUNE 2028 ON AN AS AND
WHEN REQUIRED BASIS**

**SECTION 3:
C1 – CONDITIONS OF CONTRACT**

C1 – CONDITIONS OF CONTRACT CONTENTS

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C1.1 – FORM OF OFFER AND ACCEPTANCE

C1.1 FORM OF OFFER AND ACCEPTANCE

CONDITIONS OF CONTRACT

C1.1. FORM OF OFFER AND ACCEPTANCE

C1.1.1. LETTER OF TENDER (MBD 3.1)

Tenderers are required to fill up all the blank spaces in this Tender Form and Appendices.

Midvaal Local Municipality
P O Box 9
MEYERTON
1960

THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER MAINTENANCE SUPPORT SERVICES FOR THE VAAL MARINA LV NETWORK FROM DATE OF AWARD TO JUNE 2028 ON AN AS AND WHEN REQUIRED BASIS.

We have examined the Conditions of Contract, Specifications, Drawings, Bill of Quantities, Schedules, the attached Appendix and Addenda for the execution of the above- named Works. We offer to execute and complete the Works and remedy any defects therein in conformity with this Tender which includes all these documents, for the sum of:

TOTAL TENDER AMOUNT (VAT is included) (carried over from summary of Bill of Quantities)	TIME FOR COMPLETION
R	up to June 2028

TENDER AMOUNT IN WORDS.....

.....

We agree to abide by this Tender until and it shall remain binding upon us and may be accepted at any time before that date. We acknowledge that the Appendix forms part of this Letter of Tender. We further agree to carry all costs incurred by the Employer in the securing of a suitable alternative Tender, if we should withdraw this Tender before the expiry of the tender validity period, which may include the difference between my/our tender price and the tender price of the next suitable tender.

We undertake, if our tender is accepted, to commence the Works on receipt of your order and to complete and deliver the Works comprised in the Contract in accordance with the programme set out in the Conditions of Contract, or as mutually agreed between ourselves, the Engineer, and the Employer before acceptance of tender.

We undertake to provide all necessary information, descriptive material, operational procedures, drawings, special circuits where necessary, attend all meetings as required to permit the Engineer to prepare further documents for the Works and to administer the contract to its completion. We undertake further to provide the above data etc., when required by the Employer and the Engineer to ensure that the proposed programme adhered to.

C1.1 FORM OF OFFER AND ACCEPTANCE

If this offer is accepted, we will provide the specified Performance Security from an accredited FICA/approved NCR Institution to be jointly and severally bound us in a sum of ten percent (10 %) of the above-named sum for the due performance of the Contract, commence the Works as soon as is reasonably practicable after the Commencement Date, and complete the Works in accordance with the above-named documents within the Time for Completion.

We understand that you are not bound to accept the lowest or any tender you may receive and that the tender may be accepted in whole or partially and that certain items, which may not be required, may be omitted from the Bill of Quantities.

Signature..... in the capacity of

Duly authorised to sign tenders for and on behalf of

.....

Address:

.....

Date :

---ooOoo---

C1.1.2. FORM OF AGREEMENT

This Agreement made the day of 20.....

between

MIDVAAL LOCAL MUNICIPALITY

herein represented by

.....
(here after called "the Employer") of the one part and

(COMPANY)

herein represented by

(NAME)
(here after called "the Contractor") of the other part

WHEREAS the Employer is desirous that certain Works, hereafter called the Contract Works, should be provided and executed, by the Contractor

viz.

THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER MAINTENANCE SUPPORT SERVICES FOR THE VAAL MARINA LV NETWORK FROM DATE OF AWARD TO JUNE 2028 ON AN AS AND WHEN REQUIRED BASIS.

has accepted a Tender by the Contractor for the provision, execution and maintenance of such Works under the direction and to the reasonable satisfaction of the Engineer in the sum of

.....
.....
(Here after called "the Contract Sum").

C1.1 FORM OF OFFER AND ACCEPTANCE

C1.1 FORM OF OFFER AND ACCEPTANCE

C1.1.3. PRO-FORMA LETTER OF ACCEPTANCE

Our ref.:

(Date)

.....
 P O Box

For the attention of: Mr

Sir,

LETTER OF ACCEPTANCE: THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER MAINTENANCE SUPPORT SERVICES FOR THE VAAL MARINA LV NETWORK FROM DATE OF AWARD TO JUNE 2028 ON AN AS AND WHEN REQUIRED BASIS.

1. I have pleasure in informing you that *the Employer* have decided to accept your tender, dated *day-month-year* for the above contract.
2. Your contract amount can be composed as follows:

Nett amount of tender	R
<i>Min/Plus: Correction of calculation errors (Refer to item</i>)	<i>R</i>
Nett amended tender amount	R
Plus: Amount allowed for contingencies	R
Plus: Amount allowed for escalation	R
SUBTOTAL	R
Plus: 15 % VAT	R
TOTAL ACCEPTED CONTRACT AMOUNT	R

3. Your attention is drawn to the fact that the above PROVISIONAL AMOUNTS for escalation in costs and for contingencies shall only be spent at the discretion of the Engineer and will fall away in part or in whole if not required. We also emphasize that prior to any variation, official approval must be given.
4. The date of commencement of the contract is *day-month-year*, on which day you were informed that your tender was accepted. Furthermore, in terms of the months completion period, the completion date of the entire works will be *day-month-year (after allowing for 3 weeks builders holiday)*.
 The site will be handed over to you on *day-month-year* at It is requested that your authorized representative attend this meeting for the signing of the document.

5. You must furnish us with the following documents or information no later than 2025, i.e., 14 days after the date of handing over appropriate documents to you.
 - 5.1 The attached Performance Bond, correctly completed in duplicate, by a Bank, Insurance or other FICA approved NCR institution, in the amount set out in the Appendix to Tender, which must remain valid until the date of issue of the Certificate of Completion. The provision in respect of the surety amount, as contained in the above Annexure is 10 % of the total contract amount i.e., R 2 160 000.00
 - 5.2 Proof that you have provided, as prescribed in the General Conditions of Contract and / or Appendix to Tender in accordance with the Conditions of Contract for Construction for Building and Engineering Works designed by the Employer in respect of the works:
 - 5.2.1 Adequate insurance of the works in the joint names of the Contractor and the Employer (Contracts sum plus 10 % = R..... - Clause 18 of the General Conditions of Contract / Appendix to tender).
 - 5.2.2 Insure equipment to its full replacement value until date of completion. Clause 18.2 of the General Conditions of Contract).
 - 5.2.3 Third Party insurance: (10 % of Contract sum, Clause 18.3 of the General Conditions of Contract / Appendix to tender).
 - 5.2.4 Adequate insurance against your liability for any claims that may arise from any accident or injury to any workman or other persons in your employment (Clause 18.3 of the General Conditions of Contract / Appendix to tender).
6. You are hereby informed that no payments whatsoever will be made to you before the completed Performance Bond has been returned to us.
7. We confirm that the Employer will not accept any responsibility or liability for making good any claims or losses resulting from your failure to adequately insure as required in par 5.2 and 6 above.
8. The following general conditions are applicable to this contract:
 - 8.1 The defects liability period or period of maintenance of the works, as described in Clause 11 is twelve months.
 - 8.2 The liquidated damages payable in respect of late completion of the works as described in Clause 8.7 of the Conditions of Contract, is R..... per working day, to a maximum of R.....
9. In terms of the Occupational Health and Safety Act, 85/1993, it is required that you appoint a Safety Officer who must sign the “Written Agreement on Occupational Health and Safety” as well as Safety on Construction Site forms, taking full responsibility of the work carried out on site. He must also compile a Health and Safety Plan and Risk Assessment forming part of the Safety, Health, Environmental and Quality (SHEQ) file.

C1.1 FORM OF OFFER AND ACCEPTANCE

The SHEQ file also contain all appointments of the workforce duly signed by your company MD or delegated person and complete list of equipment required to execute the project scope to with valid road worthy and calibration certificates. No work will be permitted on site until such time of submission and approval of the SHEQ file by the Employer or his Safety Representative.

10. Your attention is finally drawn to the fact that MLM, being the Employer will administer this project. Consequently, any negotiations that may become necessary during the execution of the work regarding rates, additions, omissions, escalation in costs, etc. will only be carried out by MLM official.
11. We would respectfully point out that time is of the essence in the completion of this contract. You are accordingly earnestly requested to take every effort to ensure the timeous completion of the work or, if in any way possible, to improve thereon.
12. As stated in the Tender Form, this Letter of Acceptance will form part of the FORM OF AGREEMENT between the *Employer* and *Contractor*.
13. We trust that you will carry out the work with earnestness and to the best of your ability. You are assured of our complete co-operation in all aspects of this contract.

Yours faithfully

**C1.2 – PART 1: GENERAL CONDITIONS OF
CONTRACT**

C1.2 PART 1: GENERAL CONDITIONS OF CONTRACT

C1.2. PART 1: GENERAL CONDITIONS OF CONTRACT

CONDITIONS OF CONTRACT IN ACCORDANCE WITH THE FIDIC CONDITIONS OF CONTRACT FOR CONSTRUCTION FOR BUILDING AND ENGINEERING WORKS DESIGNED BY THE EMPLOYER FIDIC © FIRST EDITION 1999

The Conditions of Contract comprises of two parts of which Part 1 is the General Conditions of Contract and Part 2 the Particular Conditions of Contract.

The Conditions of Contract comprise of:

“General Conditions”

Which form part of the:

“Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer”

[First Edition 1999, as published by the Fédération Internationale des Ingénieurs-Conseils (FIDIC)

(ISBN2-884321-022-09)]

(Copy obtainable at cost from CESA)

C1.2.1. PARTICULAR CONDITIONS OF CONTRACT (PART 2)

The Conditions of Contract further comprise of the following “Particular Conditions of Contract” (PCC), the General Conditions of Contract shall be amended by the Particular Conditions of Contract as detailed herein.

These “Particular Conditions of Contract” forms an integral part of the Contract and they supersede and override anything contained elsewhere in the documents.

The following clauses of the “Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer” First Edition 1999, published by the Fédération Internationale des Ingénieurs-Conseils (FIDIC) (ISBN2-884321-022-09) shall be amended.

C1.3 – PART 2A: CONTRACT DATA

C1.3 PART 2A: CONTRACT DATA

PART 2 A: CONTRACT DATA

PART 2 B: SPECIAL PROVISIONS

C1.3. PARTICULAR CONDITIONS (PART 2 A) – CONTRACT DATA

This appendix to tender is based on the “Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer”

[First Edition 1999, as published by the Fédération Internationale des Ingénieurs-Conseils (FIDIC) (ISBN2-884321-022-09)]

Item	Sub-Clause	Data
EMPLOYER’S NAME AND ADDRESS	1.1.2.2 & 1.3	MIDVAAL LOCAL MUNICIPALITY P.O. Box 9 Meyerton, 1960
CONTRACTOR’S NAME AND ADDRESS	1.1.2.3 & 1.3	Contractors name and address: _____ _____
ENGINEER’S NAME AND ADDRESS	1.1.2.4 & 1.3	MIDVAAL LOCAL MUNICIPALITY P.O. Box 9 Meyerton, 1960
TIME FOR COMPLETION OF THE WORKS	1.1.3.3	Up to <u>June 2028.</u>
DEFECTS NOTIFICATION PERIOD	1.1.3.7	365 days
ELECTRONIC TRANSMISSION SYSTEM	1.3	e-mail
GOVERNING LAW	1.4	The contract shall be governed, construed and interpreted in accordance with the Laws of the Republic of South Africa.
RULING LANGUAGE	1.4	English
LANGUAGE FOR COMMUNICATIONS	1.4	English
TIME FOR ACCESS TO THE SITE	2.1	14 days from the Letter of Acceptance.

Commented [NM3]: update

AMOUNT OF PERFORMANCE SECURITY	4.2	<u>Not Applicable.</u>
NORMAL WORKING HOURS	6.5	<p>Normal Time Monday to Friday from 07:30 to 16:30</p> <p>After hours Monday to Friday from 16:30 to 07:30</p> <p>Saturday/Sunday/Public Holidays Deemed to be after hours.</p>
DELAY DAMAGES FOR THE WORKS	8.7 & 14.15(b)	Should the tenderer fail to respond to call-out to attend to a complaint, Midvaal Local Municipality may, without prejudice to its other remedies under the contract, levy a penalty. The penalty for failing to render services under this bid amounts to R 10 000,00 per event.
IF THERE ARE PROVISIONAL SUMS	13.5(b)	percentage for adjustment of provisional sums 5 %
TOTAL ADVANCE PAYMENT	14.2	Not applicable
APPLICATION FOR INTERIM PAYMENT CERTIFICATES: RETENTION	14.3	<p><u>Retention shall be withheld for payments due by the Employer to the Contractor:</u></p> <p>- <u>5 % of the works order value, for the duration of the executions of the works;</u></p> <p>- <u>The 5% accumulated retention is released on issue of the Final Completion Certificate (Performance Certificate as per sub-clause 11.9).</u></p>
PERIODS FOR SUBMISSION OF INSURANCE:		
a) Evidence of insurance	18.1	14 days
b) Relevant policies	18.1	14 days
INSURANCE FOR WORKS AND CONTRACTOR'S EQUIPMENT	18	Adequate insurance shall mean the "Works Order sum plus 10 %" of the works and shall be in the joint names of the Contractor and the Employer
	18.2(d)	Maximum amount of deductibles for insurance of the employer's risk: R20,000.00

C1.3 PART 2A: CONTRACT DATA

MINIMUM AMOUNT OF THIRD-PARTY INSURANCE	18.3	R2 000 000.00
Date by which the Dispute Adjudication Board (DAB) shall be appointed	20.2	28 days after the Commencement Date
The Dispute Adjudication Board (DAB) shall be	20.2	Either: One sole Member/adjudicator or: A Dispute Adjudication Board (DAB) of three Members
Appointment (if not agreed) to be made by	20.3	The President of SAICE or a person appointed by the President

**INITIALS OF SIGNATORY
OF TENDER**

--ooOoo--

C1.3.1. CONTRACT PRICE ADJUSTMENT

Contract Price Adjustment shall only be applicable for the second and third year of the contract.

For Contract Price Adjustment these conditions shall apply:

- (a) No CPA claims will be accepted which are submitted later than 60 days from the date of the Payment Certification of the applicable equipment.
- (b) CPA claims submitted on the basis of one or more provisional indices, shall be treated as final claims.

If the Tenderer wishes to base his tender on values of x, a and b, different to those specified above, he shall state the relevant figures separately. The effect of the figures so tendered shall be calculated on the basis of the tender amount and shall be considered when appointing a Contractor.

FLUCTUATIONS IN COST FOR LABOUR

If the project is phased fluctuation in cost of all labour for subsequent phases shall be calculated in accordance with the following formula:

$$F = (1 - x) \left[a_1 \left(\frac{L_{o1} L_{t1}}{L_{o2} L_{t2}} \right) + a_2 \left(\frac{L_{o2} L_{t2}}{L_{o1} L_{t1}} \right) - 1 \right] \text{ where}$$

x = 10 % Fixed Portion.

a1 = 80 % Table C3(A): Actual Labour Cost (All Hourly Paid Employees).

Lo1 = SEIFSA Index of Actual Labour Cost (All Hourly Paid Employees) as ruling at date of Tender.

Lt1 = SEIFSA Index of Actual Labour Cost (All Hourly Paid Employees) as ruling for month during which work was performed.

a2 = 10 % Table D: CPI (Consumer Price Index).

Lo2 = Statistics SA Consumer Price Index as ruling at date of Tender.

Lt2 = Statistics SA Consumer Price Index as ruling for month during which work was performed.

SIGNATURE:

SIGNED BY:

DATE:

(for and on behalf of the Contractor)

C1.3 PART 2A: CONTRACT DATA

C1.4 – PART 2B: SPECIAL PROVISIONS

C1.4 PART 2B: SPECIAL PROVISIONS

C1.4. PARTICULAR CONDITIONS (PART 2 B) – SPECIAL PROVISIONS

The Conditions of Contract further comprise of the following “Particular Conditions of Contract” (PCC), the General Conditions of Contract shall be amended by the Particular Conditions of Contract as detailed herein.

These “Particular Conditions of Contract” forms an integral part of the Contract and they supersede and override anything contained elsewhere in the documents.

The following clauses of the “Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer” First Edition 1999, published by the Fédération Internationale des Ingénieurs-Conseils (FIDIC) (ISBN2-884321-022-09) shall be amended as follows:

Clause Description	Clause No	Amendment
1. GENERAL PROVISIONS		
DEFINITIONS	1.1.2.2	“Employer” means the Company, Subsidiary or Succession in Title or stated in the Appendix to Tender.
	1.1.2.4	“Engineer” means an Engineer duly authorised by the Company, Subsidiary or Succession in Title stated in the Appendix to Tender.
INTERPRETATION	1.2	The following is added at the end of this Sub-Clause: “In these Conditions, provisions including the expression “Cost plus reasonable profit” requires this profit not to be more than one-tenth (10%) of this Cost.”
TIME WITHIN WHICH WORKS TO BE COMMENCED	1.1.3.2	Add to this sub-clause: The Commencement Date shall be defined under Sub-Clause 8.1 and shall be notified in the Letter of Acceptance. Access to the site shall be granted on the Commencement Date.

Clause Description	Clause No	Amendment
2. <u>THE EMPLOYER</u>		
EMPLOYER'S FINANCIAL ARRANGEMENTS	2.4	Notwithstanding the provisions of this Clause, the Employer shall only be obliged to provide reasonable evidence that financial arrangements have been made and are being made, if there is a dispute arising from non- payment of a certificate or of any amounts payable to the Contractor. In all other cases, the Employer shall not be bound to provide the requested information.
3. <u>THE ENGINEER</u>		
ENGINEER'S DUTIES AND AUTHORITY	3.1	Add to this sub-clause: The Engineer shall require approval from the Employer on any matter which affects extension of time or variation to the Contract Price. Variations of the project scope that is covered by contingency amounts require only the Engineers approval. If the Contractor receives any instructions from the Engineer that falls outside of these conditions, he shall obtain written confirmation from the Employer before proceeding.
DELEGATION BY THE ENGINEER	3.2	Add to the end of this sub-clause: No oral representation shall be made by the Contractor to the Engineer through the Engineers Representative. The authority to delegate expressly excludes the delegation of powers to vary the Works in terms of Sub-Clause 13.1 [Right to Vary].
INSTRUCTIONS OF THE ENGINEER	3.3	Add to this sub-clause: No oral instructions may be accepted from the Engineer unless these are recorded in writing by the Contractor who then obtains confirmation from the Engineer by means of a signature or confirmation in minutes within 7 days of the instruction being issued, or prior to commencing work on the item in question.

Clause Description	Clause No	Amendment
REPLACEMENT OF THE ENGINEER	3.4	<p>Add to this sub-clause:</p> <p>In the unforeseen situation where the Engineer or Engineers' representative is not available to complete the Works, the Employer will advise the Contractor immediately upon knowledge of such an event and will give notice to the Contractor within 7 days of the details of the proposed replacement.</p>
4. <u>THE CONTRACTOR</u>		
PERFORMANCE SECURITY	4.2	Not Applicable
CONTRACTORS REPRESENTATIVE	4.3	<p>Add to this sub-clause:</p> <p>“Without derogating from the generality of the foregoing, the Contractor’s Representative shall, at the Contractor’s cost implements forthwith any additional safety precautions which the Engineer may consider necessary for the proper protection of the Contractor’s employees engaged in the Works.</p> <p>Work to which such additional precautions will apply shall be suspended pending the implementation of such precautions.”</p>

Clause Description	Clause No	Amendment
SUBCONTRACTORS	4.4 (C)	Not applicable

**QUALITY
ASSURANCE**

4.9	<p>Add to this sub-clause:</p> <p>Testing frequency of all materials shall be in accordance with the relevant clause of the General Specification, Project Specification or as specified on the construction drawings.</p> <p>The Engineer will have the right to visit the manufacturing location for the purpose of audit, surveillance Or inspection during the manufacturing of the Materials/Plant to verify the Contractor's quality management.</p> <p>In the event of the Material/Plant being rejected due to non-compliance with the specification, workmanship and/or other valid reasons, then the cost of rectification as well as re-inspection shall be for the account of the Contractor.</p>
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C1.4 PART 2B: SPECIAL PROVISIONS

Clause Description	Clause No	Amendment
SUFFICIENCY OF THE ACCEPTED CONTRACT AMOUNT	4.11	<p>The following is added at the end of this Sub-Clause:</p> <p>Without derogating from the generality of the foregoing, no claim by the Contractor for additional payment will be entertained which is consequent upon any misunderstanding or the allegation, or fact that it was supplied with incorrect information by any person, or its failure to obtain correct information as to any matter affecting its accepted tender or the execution of the Works to be provided, nor will any such misunderstanding, or the obtaining of incorrect information, or the failure to obtain correct information, relieve it from any risk or responsibility for the due fulfilment of its obligations in terms of the Contract.</p>
EMPLOYER'S EQUIPMENT AND FREE-ISSUE MATERIAL	4.20	<p>The last paragraph of this Sub-Clause is deleted and replaced with the following:</p> <p>“After this visual inspection, the free-issue materials shall come under the care, custody and control of the Contractor at which point, except where otherwise stated in the Contract, all risk in such free-issue materials shall also pass to the Contractor and shall remain with the Contractor unless and until the said free-issue materials are returned to the custody and control of the Employer.”</p>
WAIVER OF CONTRACTOR'S LIEN	4.25	<p>The following additional Sub-Clause 4.25 is added to the end of Clause 4:</p> <p>The Contractor waives, in favour of the Employer, any lien or right of retention that is or may be held in respect of the Works to be executed on the Site. The Contractor shall ensure that it procures similar waivers from its subcontractors.”</p>

C1.4 PART 2B: SPECIAL PROVISIONS

Clause Description	Clause No	Amendment
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5. NOMINATED SUBCONTRACTORS

6. STAFF AND LABOUR

WORKING HOURS	6.5	<p>Add to this sub-clause:</p> <p>Normal Time Monday to Friday from 07:30 to 16:30</p> <p>After hours Monday to Friday from 16:30 to 07:30</p> <p>Saturday/Sunday/Public Holidays Deemed to be after hours.</p>
HEALTH AND SAFETY	6.7	<p>Add to this sub-clause:</p> <p>A Health and Safety plan to be furnished by the Contractor within 14 days after Letter of Acceptance</p> <p>Political, riot insurance is required and shall be arranged by the Contractor.</p>
CONTRACTOR'S PERSONNEL	6.9	<p>In addition to the items listed under headings (a) to (d), The Engineer may require the Contractor to remove any person who is in contravention of the provisions of the:</p> <p>Environmental Management Plan Client Safety Specification</p> <p>The provisions of any statutory Act, i.e. OHS.</p> <p>Within 14 days of signature of Letter Acceptance, the Contractor is required to furnish the Employer with a safety plan, risk assessment report and safe work procedures. Prior to commencement of site activities, the entire workforce to be located on site may be required to attend a Health and Safety Induction at the premises of the Employer.</p>

Clause Description	Clause No	Amendment
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7. PLANT, MATERIALS AND WORKMANSHIP

MANNER OF EXECUTION

7.1	Add the following to Clause (d): All work shall be completed in accordance with the General Specification, Project Specification or drawings which is read in conjunction with all appropriate SANS or IEC codes or guidelines prepared by authorities representing specialised industries.
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OWNERSHIP OF PLANT AND MATERIALS

7.7	Add to this sub-clause: Before making any payment for Plant and Materials defined in this Clause; the Contractor is to provide the Employer with a Cession of ownership in a format to be agreed 14 days prior to the first payment certificate. Payment thereof will be limited to materials stored on site where the following conditions are met: Materials have not been prematurely delivered. Materials are stored and protected adequately on site. Proof of payment for such materials is made available. Payment shall be certified at 80% of the material rate for material delivered to site. After payment of the above 80% rate, the ownership of material shall be ceded to the Employer.
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C1.4 PART 2B: SPECIAL PROVISIONS

Clause Description	Clause No	Amendment
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8. COMMENCEMENT, DELAYS AND SUSPENSION

COMMENCEMENT OF THE WORKS	8.1	<p>Further to the provisions of this Clause, notwithstanding the agreed date for the commencement of the works, none of the activities related to project execution may begin until such time as the required proofs are received in respect of:</p> <p>Insurances (Contract sum plus 10%) Approved SHEQ file</p> <p>The Commencement date shall be within 28 days after the Contractor received the Letter of Acceptance.</p>
TIME FOR COMPLETION	8.2	<p>Add to this sub-clause:</p> <p>The Commencement Date shall be defined under Sub-Clause 8.1 and shall be notified in the Letter of Acceptance. Access to the site shall be granted on the Commencement Date.</p>
PROGRAMME	8.3	<p>No requirement for a programme as this bid is for a term contract.</p>
EXTENSION OF TIME FOR COMPLETION	8.4	<p>Add to this sub-clause:</p> <p>No extension of time for completion will be granted on account of normal inclement weather, but extension of time shall be determined for abnormal rainfall or wet conditions separately for each calendar month or part thereof in accordance with the Annexure to the Conditions of Contract applicable to Rainfall.</p> <p>The Contractor shall not be entitled to an extension of the Time for Completion to the extent that completion would, in the circumstances, in any event have been delayed by a cause not listed in sub-clause 8.4.</p>

Clause Description	Clause No	Amendment
DELAY DAMAGES (PENALTIES)	8.7	Add to this sub-clause: Should the tenderer fail to respond to call-out to attend to a complaint, Midvaal Local Municipality may, without prejudice to its other remedies under the contract, levy a penalty. The penalty for failing to render services under this bid amounts to R 10 000,00 per event.

9. TESTS ON COMPLETION

CONTRACTOR'S OBLIGATIONS	9.1	Add to this sub-clause: The Contractor shall provide a complete set of As-Built drawings and documentation to the Engineer in an approved format together with all the test results as called for in the various sections of the General Specification, Project Specification Schedules and Drawings.
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10. EMPLOYER'S TAKING OVER

TAKING OVER OF THE WORKS AND SECTIONS	10.1	Notwithstanding the various provisions of this Clause, if the Employer is a private entity it is the Contractors responsibility to ensure that all works are completed, inspected and approved to the satisfaction of the relevant authority.
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11. DEFECTS LIABILITY

DEFECTS NOTIFICATION PERIOD	11.1	Notwithstanding the various provisions of this Clause, the Defects Notification Period shall expire 365 Days (12 Months) from issue of Taking-Over Certificate
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12. MEASUREMENT AND EVALUATION

EVALUATION	12.3	This Sub-Clause is amended as follows: The percentage in sub-paragraph (a)(i) is amended to 20% The percentage in sub-paragraph (a)(ii) is amended to 1.0% The percentage in sub-paragraph (a)(iii) is amended to 10.0%
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Clause Description	Clause No	Amendment
		<p>Add to this sub-clause:</p> <p>The provisions for measurement are as per the Bill of Quantities and payment shall be made according to the progress on site and for material delivered to site before the 18th of the month of the claim.</p> <p>The percentage payment of the material rate for material delivered to site is indicated in the Particular Conditions of Contract sub-clause 7.7.</p>

13. VARIATIONS AND ADJUSTMENTS

RIGHT TO VARY	13.1	<p>Add to this sub-clause:</p> <p>The Employer reserves the right, in terms of the Clause, to request the Contractor to undertake Variations to the Contract outside the boundaries of the site but within the property boundary of land owned by the Employer.</p>
VARIATIONS	13.3	<p>Add to this sub-clause:</p> <p>All variations to the contract shall be priced in accordance with the rates agreed in the Contract Agreement for items where rates are available for work of similar nature.</p>
ADJUSTMENTS FOR CHANGES IN COST	13.8	<p>This Clause is not applicable to Contracts where the Contract price is a Fixed Contract amount.</p>

14. CONTRACT PRICE AND PAYMENT

CONTRACT PRICE	14.1	<p>Add to this sub-clause:</p> <p>This Contract shall be a variable priced contract based on rate-of-exchange adjustment on the imported component and SEIFSA related adjustment on the local component</p>
ADVANCE PAYMENT	14.2	<p>This advance payment sub-clause is not to apply to this contract.</p>

Clause Description	Clause No	Amendment
APPLICATION FOR INTERIM PAYMENT CERTIFICATES	14.3	<p>A single copy of the Contractor Claim in an electronic format will be deemed adequate. An original, hard copy, invoice shall be raised by the Contractor upon Certification of the Contractors Claim by the Engineer.</p> <p>This Sub-Clause is amended as follows: Delete the words “end of the month” in the first paragraph and replace with “7 days prior to the 25th day of each month.” Add the following at the end of this Sub-Clause: In the event that the Contractor fails to submit a Claim 7 days prior to the 25th day of the month any late submission will only be evaluated in the next month. A single copy of the Contractor Claim in an electronic format will be deemed adequate. An original, hard copy, invoice shall be raised by the Contractor upon Certification of the Contractors Claim by the Engineer.</p> <p>Add to this Sub-Clause: Retention shall be withheld for payments due by the Employer to the Contractor:</p> <p>5 % of the works order value, for the duration of the executions of the works;</p> <p>The 5% accumulated retention is released on issue of the Final Completion Certificate (Performance Certificate as per sub-clause 11.9).</p>
SCHEDULE OF PAYMENTS	14.4	The content of this Clause is not applicable. The Contractor shall provide an expected Cash Flow with his Programme.
ISSUE OF INTERIM PAYMENT CERTIFICATES	14.6	The content of the first paragraph of this Clause is amended as follows: The Engineer will issue the Interim Payment Certificate within 7 days after the receipt of the Statement and supporting documentation

C1.4 PART 2B: SPECIAL PROVISIONS

Clause Description	Clause No	Amendment
PAYMENT	14.7	This Clause is replaced in full by the following: The Employer will make all payments due to the Contractor within 30 days of receipt of an approved VAT invoice which has been Certified by the Engineer in accordance with either Interim or Final Payment Certificates.
DELAYED PAYMENT	14.8	This Sub-Clause is amended as follows: No interest or financing charges will be payable by the Employer.

15. TERMINATION BY EMPLOYER

16. SUSPENSION AND TERMINATION BY CONTRACTOR

TERMINATION BY THE CONTRACTOR	16.2	Add to this sub-clause: Due to defaults by the Employer, additional amounts payable by the Employer for damages on Termination by the Contractor shall not exceed 15% of the Contract sum.
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17. RISK AND RESPONSIBILITY

LIMITATION OF LIABILITY	17.6	Notwithstanding the provisions of this Clause, the Contractors Limit of Liability in terms of defects shall be 5 years.
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18. INSURANCE

INSURANCE AGAINST INJURY AND DAMAGE TO PROPERTY	18.3	Add to this sub-clause: The minimum amount of third party insurance R2 000 000,00
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Clause Description Clause No Amendment

19. FORCE MAJEURE

20. CLAIMS DISPUTES AND ARBITRATION

21. ADDITIONAL GENERAL PROVISIONS

PERIOD OF VALIDITY OF TENDER	21.1	Add this sub-clause: The period of the tender validity shall be 120 days, with extension by mutual agreement between the Employer, Engineer and the Contractor
TAX INVOICES	21.2	Add this sub-clause: The Contractor shall issue an invoice to the Employer for all amounts to be paid to the Contractor under the Contract. If VAT is payable on any amount certified by the Engineer for payment under the Contract, the Contractor shall ensure that the invoice complies with the requirements of a Tax Invoice under the Value Added Tax Act no. 89 of 1991 (as amended). No payment shall be made by the Employer on invoices not meeting this requirement and the Employer shall not be liable for interest for such non-payment. The Employer will only effect payment if the CSD website indicates that the tenderer is compliant in all aspects, it is therefore the responsibility of the tenderer to review his/her compliance status regularly on the CSD website and rectified any non-compliant matter immediately in order to avoid late payments.

Clause Description	Clause No	Amendment
EMPLOYER'S RIGHT TO STEP-IN	21.3	<p>Add this sub-clause:</p> <p>If the Contractor fails to carry out any obligation under the Contract and fails to make good the failure and remedy it despite being required to do so by the</p> <p>Engineer by notice under Sub-Clause 15.1 [Notice to Correct] (within the specified reasonable time), the Employer, without prejudice to its other rights, powers and remedies under the Contract or in law, shall be entitled to make good the failure and remedy it either himself or via other persons, and the reasonable costs of doing so shall be for the account of the Contractor.</p> <p>The Contractor shall co-operate with the Employer and facilitate and permit the use of all required Goods, information, materials and other matter (including Contractor's Documents and all other drawings, CAD files, technical data, models, plans, designs, diagrams, evaluations, details, specifications, schedules, reports, Calculation results, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the Contractor under the Contract or otherwise for and/or in connection with the Works) and shall generally do all things required by the Engineer to achieve this end.</p>
LIMITATION OF ENTITLEMENT WHERE CONTRACTOR IS CULPABLE	21.4	<p>Add this sub-clause:</p> <p>Notwithstanding anything to the contrary, the Contractor shall not be entitled to any extension of time or additional payment or other compensation if and to the extent:</p> <p>(a) The cause, event or circumstance giving rise thereto is attributable to the negligence, error or default of the Contractor or any Subcontractor;</p> <p>(b) The Contractor fails to take all reasonable steps to mitigate the effects of the cause, event or circumstance giving rise thereto.</p>

C1.4 PART 2B: SPECIAL PROVISIONS

Clause Description	Clause No	Amendment
RECORD AND DATA KEEPING	21.5	<p>Add this sub-clause:</p> <p>The Contractor shall maintain all data, records, electronic communications and documentation relating to this Contract and keep full and proper records and accounts in connection with the Works (whether contained in documents or in electronic format), during the execution of the Works and for a period of 5 (five) years after the latest of the expiry dates of the Defects Notification Periods (or the earlier termination of the Contract for any reason whatsoever, as the case may be) and shall ensure that all Subcontractors do likewise.</p> <p>The Employer's Personnel and the Employer's other authorised representatives and agents shall be entitled to examine, audit, copy and inspect all such books, records, systems, processes, procedures and documents at all reasonable times during the execution of the Works and during the said 5 (five) year period in order to verify compliance by the Contractor with its obligations, and/or to assess any entitlement or claimed entitlement of the Contractor under the Contract.</p>
RECORD AND DATA KEEPING	21.5	<p>The Contractor shall provide access to all such books, records, systems, data and documents of the Contractor and to any premises and personnel of the Contractor for this purpose and shall co-operate and render all assistance requested by the Employer's Personnel and the Employer's other authorised representatives and agents.</p> <p>All data, communications, records and accounts are to be kept in a lockable storeroom and adequately protects against loss which includes, but is not limited to, fire, theft, vermin, etc.</p>

C1.4 PART 2B: SPECIAL PROVISIONS

Clause Description	Clause No	Amendment
DAMAGES FOR THE LATE SUPPLY OF DOCUMENTATION	21.6	<p data-bbox="555 495 758 526">Add this sub-clause:</p> <p data-bbox="555 551 1050 967">If the Contractor fails to provide any of the documents listed in the Appendix to Tender by the dates specified in the Contract the Contractor shall subject to Sub-Clause 2.5 [Employer’s Claims] pay damages to the Employer for this default. These damages shall be the sum stated in the Appendix to Tender, which shall be paid for each day which shall elapse between the time the document in question was to have been delivered and when it was actually delivered. These damages shall not relieve the Contractor from his obligations to provide the said document, or to complete the Works, or from any other duties, obligations or responsibilities which he may have under the Contract.</p>

Note: The Contractor is advised to extend the liability for penalties to equipment manufacturers in order to cover the Contractor’s liability if the project is delayed due to delayed manufacturing.

C1.4 PART 2B: SPECIAL PROVISIONS

C1.5 – FORM OF SECURITIES

C1.5 FORM OF SECURITIES

C1.5. FORM OF SECURITIES

C1.5.1. PERFORMANCE SECURITY BOND

NOT APPLICABLE

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C1.5 FORM OF SECURITIES



MIDVAAL LOCAL MUNICIPALITY
P.O. BOX 9
MIDVAAL, 1960

**THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER
MAINTENANCE SUPPORT SERVICES FOR THE VAAL MARINA LV
NETWORK FROM DATE OF AWARD TO JUNE 2028 ON AN AS AND
WHEN REQUIRED BASIS**

**SECTION 4:
C2 – PRICING DATA**

C2 – BILL OF QUANTITIES - CONTENTS

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C2.1 PRICING INSTRUCTION

C2.1 – PRICING INSTRUCTION

C2.1 PRICING INSTRUCTION

C2. BILL OF QUANTITIES

C2.1. PRICING INSTRUCTIONS

1. This Schedule of Quantities forms part of the Contract Documents as listed in the Schedule of Documents and shall be read in conjunction with the General Conditions, and the Specifications must be submitted, duly completed, on the closing date of Tenders.
2. The short description of items in the Bill of Quantities is for identification purposes only, the work covered by the items being fully specified in the relevant clauses in the Specifications. The Tenderer must, therefore, allow in the unit price for ordering, obtaining, supplying, delivering to site, installation and commissioning of the relevant equipment with their accessories unless otherwise specified in the Bill of Quantities.
3. Except where Sum Amounts are required or where Provisional Amounts have been indicated, the Tenderer shall enter an applicable rate in the Rate Column of the Schedule of Quantities for each scheduled item, whether quantities are stated or not. The tenderer shall also enter a relevant sum in the Amount Column for each scheduled item. Should the Schedule not be completed in the manner herein specified, the tender may either be rejected, or the Contractor will not be paid for items against which rates or sum amounts, as applicable, have not been entered. In the event of the latter procedure items not paid for will be regarded as covered by other rates entered in the Schedule of Quantities.
4. The Tenderer may not group items and tender one lump sum for such group of items. The Tenderer also may not indicate against any item that full compensation for such item has been included in another item. A rate of R0-00 shall be assumed for such items.
5. Tenderers must complete the Schedule of Quantities and fill in the unit rates for material and labour as well as the total amount for each item. The unit rate is for a single item only. The Employer may correct errors of the arithmetic calculation to calculate the total amount, as entered in the Schedule but rates will be binding.

An example of the calculations are as follows:

ITEM	DESCRIPTION	UNIT	QTY	UNIT LABOUR RATE	UNIT MATERIAL RATE	TOTAL
1	Supply and install a 9 m wood pole.	No	100	R20,00	R100,00	R12 000,00
2	Excavate pole hole.	m ³	100	R50,00	R0,00	R5 000,00
3	Supply and install 10 mm ² , 3-core cable	m	50	R5,00	R20,00	R1 250,00
4	Head office overhead cost	Sum	1	-	-	R15 000,00
TOTAL CARRIED FORWARD TO SUMMARY						R33 250,00

6. In the event of a discrepancy between the product of the unit rate and the quantity of any payment item and the total amount of such item found during the adjudication of tenders, the unit rate shall be deemed correct and shall apply to the contract.

C2.1 PRICING INSTRUCTION

7. Tenderers are advised to check their items extensions and total additions as too many arithmetical errors occurring in the priced Schedule of Quantities will disqualify the Tenderer. Under no circumstances shall the Tenderer be permitted to change the specified quantities in the QTY column, which will result in rejecting the tender or changing the quantity to the initial value and correcting the arithmetic. If the Tenderer disagrees with the quantity, he must do so through an accompanying letter with full description and reference to the particular item.
8. The quantities reflected in the Schedule of Quantities are approximate only and do not necessarily represent the actual amount of work to be done. Allowance for off-cuts and scrap shall be allowed for in the unit rates. The Contract Price for the completed Contract shall be computed from the actual quantities of authorised work done to the satisfaction of the Engineer valued at the prices tendered against the respective items in the Bill of Quantities, and shall include such authorised provisional amounts and items of extra work as have become payable in terms of the Contract Documents. Additional material shall not be paid for and shall be removed from the site.
9. The Contractor shall submit equipment technical data sheets and measured quantities for approval before placing any equipment orders. The Contractor shall provide this information to the Engineer within 14 days of being appointed.
10. Unit prices quoted in the Schedule of Quantities must include for such small installation materials as are required for the complete installation per the Specifications.
11. Payment based on the rates tendered in the Schedule shall cover all the services and incidentals included in the works covered by the Contract and shall be made per the General Conditions, the Specifications and the Agreement pertaining to the Contract.
12. Where the Contractor is required to furnish detailed drawings and designs or other information in terms of the Contract Documents, all costs shall be deemed to have been provided for and included in the unit rates and sum amounts tendered for the items scheduled in the Schedule of Quantities and separate additional payment will not be made.
13. Writing in the Schedule must be done in black to facilitate clear photocopying.
14. The Contractor shall keep record of all material delivered to site, and shall submit such record to the Engineer at every site inspection. Material not installed shall be held in the site yard or store, and the material shall be kept readily available for inspection.
15. Application for payment, accompanied by supporting documentation, shall be submitted to the Engineer on a predetermined date which date shall be suitable in each month, agreed upon by all parties concerned with the payment. Claims for additional work in a particular month, for which no written instruction has not yet been issued, if applicable, must also accompany the monthly application for payment. Late claims will not be considered.
- 16. All unit rates and sum amounts shall exclude Value Added Tax, as applicable from 1 October 1991 and in accordance with the ruling rate as laid down by the Government, and all prices shall be quoted in South African currency.**

C2.1 PRICING INSTRUCTION

17. The Contractor's attention is drawn to the fact that the allowance for PROVISIONAL AMOUNTS/SUMS for escalation in costs and allowance for contingencies shall only be spent at the discretion of the Engineer and will fall away in part or whole if not required. It is emphasised that before any variation, official approval must be granted.

18. Where items contain abbreviation MLM, it is to be interpreted that Midvaal Local Municipality will supply these materials. The contractor will be responsible for installing the free issue equipment and material. The labour rate shall include for the collection of the material at the Electrical Depot in Arrie Norval Street and delivered to the site where required.

SIGNATURE OF TENDERER :

DATE :

C2.2 – BILL OF QUANTITIES

C2.2 BILL OF QUANTITIES

C2.2. BILL OF QUANTITIES

BILL OF QUANTITIES, BID: (2025-JUNE 2028)
MAINTENANCE SUPPORT SERVICES FOR THE VAAL MARINA ELECTRICAL NETWORK
LIST A: PRELIMINARY AND GENERAL

ITEM	DESCRIPTION	REF	UNIT	QTY	UNIT LABOUR RATE	UNIT MATERIAL RATE	TOTAL
1	PRELIMINARY AND GENERAL						
1.1	CONTRACTUAL REQUIREMENTS - FIXED AMOUNT						
1.1.1	Nett price for the fulfilment of the Tender Requirements, Conditions of Contract, Indemnification, etc.						
1.1.2	Insurance of the Works in the joint names of the Employer and Contractor, Insurance of the Construction Plant to its full replacement value and Third Party Insurance		Sum	1			
1.1.3	Site establishment, which includes, site office, site store, laydown area, temporary housing, security fence, sanitary toilets, obtaining water, electrical connection, pegging of the Sw/S site & building, etc.	C3.1.1	Sum	1			
1.1.4	Determining and locating of existing services as well as management of wayleaves	C3.1.20	Sum	1			
1.1.5	Erecting of temporary obstructions and barricades	C3.1.20	Sum	1			
1.1.6	Cleaning of the site, removal of all refuse, rubble, rock, etc. prior to handing over of every phase	C3.1.20	Sum	1			
1.1.7	Obtaining permits, arranging for outages and switching with relevant Authorities	C3.1.20	Sum	1			
1.1.8	Tools, material and safety clothing for the local labourers to conduct their work in accordance with safety Requirements	C3.1.20	Sum	1			
1.2	COMPLY WITH THE FOLLOWING SAFETY, HEALTH, ENVIRONMENTAL AND QUALITY (SHEQ) REQUIREMENTS - FIXED AMOUNT						
1.2.1	Adherence to Construction Regulations of the OHSA	C4.1	Sum	1			
1.2.2	Compile a Health and Safety Plan (H & S Plan)	C4.1	Sum	1			
1.2.3	Compile a Risk Assessment for activities (RA)	C4.1	Sum	1			
1.2.4	Comply with Environmental Management Plan (EMP)	C4.2	Sum	1			
1.2.5	Compile a SHEQ File to also include all the above distinct sections	C3.1.20	Sum	1			
1.3	TIME RELATED COST - ADJUSTABLE WITH CONTRACT PERIOD						
	The running cost of the project related to the contract period, which will also be used to adjust the cost if an event occurs that becomes the Employers Risk						
1.3.1	Head office overhead cost		Sum	1			
1.3.2	Site overhead cost		Sum	1			
	SUBTOTAL CARRIED TO ITEM 1 OF SUMMARY						

BILL OF QUANTITIES, BID: (2025-JUNE 2028)
MAINTENANCE SUPPORT SERVICES FOR THE VAAL MARINA ELECTRICAL NETWORK
LIST C: MV NETWORK

ITEM	DESCRIPTION	REF	UNIT	QTY	UNIT LABOUR RATE	UNIT MATERIAL RATE	TOTAL
3	UNDERGROUND MV NETWORK						
3.1MV CABLE	Installation of the following MV cable with Aluminium conductor:						
3.1.1	50 mm ² x 3 core, Alu, 11 / 6.35 kV PILCSWA with PVC sheath	C3.1.17	m	1			
3.1.2	70 mm ² x 3 core, Alu, 11 / 6.35 kV PILCSWA with PVC sheath	C3.1.17	m	1			
3.1.3	95 mm ² x 3 core, Alu, 11 / 6.35 kV PILCSWA with PVC sheath	C3.1.17	m	1			
3.1.4	120 mm ² x 3 core, Alu, 11 / 6.35 kV PILCSWA with PVC sheath	C3.1.17	m	1			
3.1.5	150 mm ² x 3 core, Alu, 11 / 6.35 kV PILCSWA with PVC sheath	C3.1.17	m	1			
3.1.6	185 mm ² x 3 core, Alu, 11 / 6.35 kV PILCSWA with PVC sheath	C3.1.17	m	1			
3.1.7	240 mm ² x 3 core, Alu, 11 / 6.35 kV PILCSWA with PVC sheath	C3.1.17	m	1			
3.2	CABLE TRENCH						
	Excavation, backfilling and consolidation of cable trenches as specified in Clause 14 of Section V per running meter.						
3.2.1	Soft rock and soil - excavation and backfill	C3.1.17	m	1			
3.2.2	Hard rock (compressor) - excavation and backfill	C3.1.17	m	1			
3.2.4	Very Hard Rock (Blasting) - excavation and backfill	C3.1.17	m	1			
3.3	BEDDING						
	Supply and installation of a bedding layer per running meter of bedding in trenches as well as backfilling and consolidation as specified in Clause 14 of Section V. Importation of bedding to be include in unit rate if local soil conditions unsuitable for the bedding layer.	C3.1.17	m	1			
3.4	TESTING						
3.5.1	Testing of MV cable in accordance with SANS 97 & SANS 10198 (a.c. & d.c testing)	C3.1.18	each	1			
3.5.2	Testing of MV cable in accordance with SANS 1339 & SANS 10198 (VLF testing)	C3.1.18	each	1			
	SUBTOTAL CARRIED FORWARD						

BILL OF QUANTITIES, BID:(2025-JUNE 2028)
MAINTENANCE SUPPORT SERVICES FOR THE VAAL MARINA ELECTRICAL NETWORK
LIST C: MV NETWORK

ITEM	DESCRIPTION	REF	UNIT	QTY	UNIT LABOUR RATE	UNIT MATERIAL RATE	TOTAL
	SUBTOTAL BROUGHT FORWARD						
3.6	POLE LENGTHS						
	Planting of the following pole sizes (Notes: Poles has a strength of 55 MPa and creosote treated):						
3.6.1	9 m MV wood pole (TRFR) (180 - 200 mm dia top)	C3.1.14	each	1			
3.6.2	11 m MV wood pole (160 - 179 mm dia top)	C3.1.14	each	1			
3.6.3	11 m MV wood pole (180 - 200 mm dia top)	C3.1.14	each	1			
3.7	MV STAYS / STRUTS						
3.7.1	Conventional MV pole stay assembly (450 x 450 plate)	C3.1.14	each	1			
3.7.2	12 m wood strut for 11 m MV pole (180-199 mm dia top)	C3.1.14	each	1			
3.8	EXCAVATION						
	Digging holes, backfilling and compaction to initial soil conditions for poles and anchors						
3.8.1	Hole for 9 m MV pole						
3.8.1.1	Earth and soft rock	C3.1.14	each	1			
3.8.1.2	Hard rock (compressor work - to be approved by Employer's Representative)	C3.1.14	each	1			
3.8.1.3	Hard rock (drilling - to be approved by Employer's Representative)	C3.1.14	each	1			
3.8.1.4	Blasting including over and extra (to be approved confirmed by Employer's Representative)	C3.1.14	each	1			
3.8.2	Hole for 11 m MV pole						
3.8.2.1	Earth and soft rock	C3.1.14	each	1			
3.8.2.2	Hard rock (compressor work - to be approved by Employer's Representative)	C3.1.14	each	1			
3.8.2.3	Hard rock (drilling - to be approved by Employer's Representative)	C3.1.14	each	1			
3.8.2.4	Blasting including over and extra (to be approved confirmed by Employer's Representative)	C3.1.14	each	1			
3.8.3	Hole for conventional stay						
3.8.3.1	Earth and soft rock	C3.1.14	each	1			
3.8.3.2	Hard rock (compressor work - to be approved by Employer's Representative)	C3.1.14	each	1			
	SUBTOTAL CARRIED FORWARD						

BILL OF QUANTITIES, BID: (2025-JUNE 2028)
MAINTENANCE SUPPORT SERVICES FOR THE VAAL MARINA ELECTRICAL NETWORK
LIST D: LV NETWORK

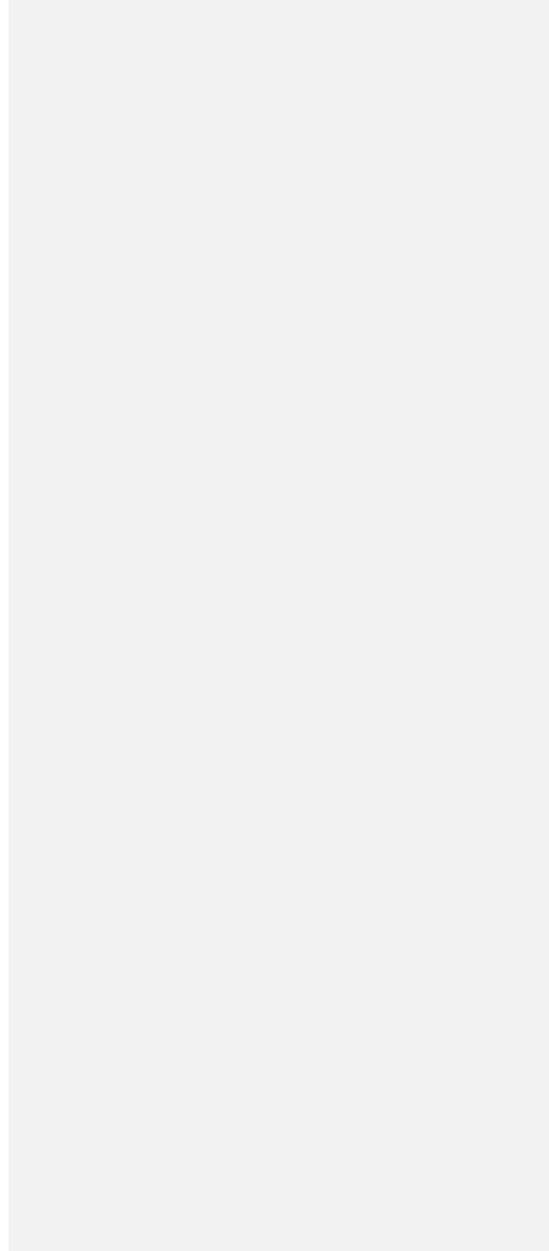
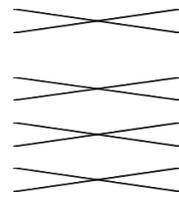
ITEM	DESCRIPTION	REF	UNIT	QTY	UNIT LABOUR RATE	UNIT MATERIAL RATE	TOTAL
4	UNDERGROUND LV NETWORK						
4.1LV	CABLE						
	Installation of the following MV cable with Copper conductor:						
4.1.1	16 mm ² x 2 core, Cu, 600/1000 V, PVCSWA	C3.1.17	m	1			
4.1.2	16 mm ² x 4 core, Cu, 600/1000 V, PVCSWA	C3.1.17	m	1			
4.1.3	25 mm ² x 4 core, Cu, 600/1000 V, PVCSWA	C3.1.17	m	1			
4.1.4	35 mm ² x 4 core, Cu, 600/1000 V, PVCSWA	C3.1.17	m	1			
4.1.5	50 mm ² x 4 core, Cu, 600/1000 V, PVCSWA	C3.1.17	m	1			
4.1.6	70 mm ² x 4 core, Cu, 600/1000 V, PVCSWA	C3.1.17	m	1			
4.1.7	120 mm ² x 4 core, Cu, 600/1000 V, PVCSWA	C3.1.17	m	1			
4.1.8	150 mm ² x 4 core, Cu, 600/1000 V, PVCSWA	C3.1.17	m	1			
4.1.9	150 mm ² x 4 core, Cu, 600/1000 V, PVCSWA	C3.1.17	m	1			
4.1.10	185 mm ² x 4 core, Cu, 600/1000 V, PVCSWA	C3.1.17	m	1			
4.2	CABLE ENDS						
	Making off of cable ends complete with cable lugs, labelling, etc. Cable ends to be suitable for cable glands as follows:						
4.2.1	16 mm ² x 2 core, Cu, 600/1000 V, PVCSWA	C3.1.16	each	1			
4.2.2	16 mm ² x 4 core, Cu, 600/1000 V, PVCSWA	C3.1.16	each	1			
4.2.3	25 mm ² x 4 core, Cu, 600/1000 V, PVCSWA	C3.1.16	each	1			
4.2.4	35 mm ² x 4 core, Cu, 600/1000 V, PVCSWA	C3.1.16	each	1			
4.2.5	50 mm ² x 4 core, Cu, 600/1000 V, PVCSWA	C3.1.16	each	1			
4.2.6	70 mm ² x 4 core, Cu, 600/1000 V, PVCSWA	C3.1.16	each	1			
4.2.7	120 mm ² x 4 core, Cu, 600/1000 V, PVCSWA	C3.1.16	each	1			
SUBTOTAL CARRIED FORWARD							

BILL OF QUANTITIES, BID: (2025-JUNE 2028)
MAINTENANCE SUPPORT SERVICES FOR THE VAAL MARINA ELECTRICAL NETWORK
LIST D: LV NETWORK

ITEM	DESCRIPTION	REF	UNIT	QTY	UNIT LABOUR RATE	UNIT MATERIAL RATE	TOTAL
	SUBTOTAL BROUGHT FORWARD						
4.2.7	150 mm ² x 4 core, Cu, 600/1000 V, PVCSWA	C3.1.16	each	1			
4.2.8	150 mm ² x 4 core, Cu, 600/1000 V, PVCSWA	C3.1.16	each	1			
4.2.9	185 mm ² x 4 core, Cu, 600/1000 V, PVCSWA	C3.1.16	each	1			
4.3	CABLE JOINTS						
	Making off of cable joints complete with cable lugs, labelling, etc. Joints to be suitable for cable as follows:						
4.3.1	16 mm ² x 2 core, Cu, 600/1000 V, PVCSWA	C3.1.16	each	1			
4.3.2	16 mm ² x 4 core, Cu, 600/1000 V, PVCSWA	C3.1.16	each	1			
4.3.3	25 mm ² x 4 core, Cu, 600/1000 V, PVCSWA	C3.1.16	each	1			
4.3.4	35 mm ² x 4 core, Cu, 600/1000 V, PVCSWA	C3.1.16	each	1			
4.3.5	50 mm ² x 4 core, Cu, 600/1000 V, PVCSWA	C3.1.16	each	1			
4.3.6	70 mm ² x 4 core, Cu, 600/1000 V, PVCSWA	C3.1.16	each	1			
4.3.7	120 mm ² x 4 core, Cu, 600/1000 V, PVCSWA	C3.1.16	each	1			
4.3.8	150 mm ² x 4 core, Cu, 600/1000 V, PVCSWA	C3.1.16	each	1			
4.3.9	150 mm ² x 4 core, Cu, 600/1000 V, PVCSWA	C3.1.16	each	1			
4.3.10	185 mm ² x 4 core, Cu, 600/1000 V, PVCSWA	C3.1.16	each	1			
4.4	CABLE TRENCH						
	Excavation, backfilling and consolidation of cable trenches as specified in Clause 14 of Section V per running meter.						
4.4.1	Soft rock and soil - excavation and backfill	C3.1.17	m	1			
4.4.2	Hard rock (compressor) - excavation and backfill	C3.1.17	m	1			
4.4.3	Very Hard Rock (Blasting) - excavation and backfill	C3.1.17	m	1			
	SUBTOTAL CARRIED FORWARD						

BILL OF QUANTITIES, BID:(2025-JUNE 2028)
MAINTENANCE SUPPORT SERVICES FOR THE VAAL MARINA ELECTRICAL NETWORK
LIST D: LV NETWORK

ITEM	DESCRIPTION	REF	UNIT	QTY	UNIT LABOUR RATE	UNIT MATERIAL RATE	TOTAL
	SUBTOTAL BROUGHT FORWARD						
4.5	BEDDING						
	Supply and installation of a bedding layer per running meter of bedding in trenches as well as backfilling and consolidation as specified in Clause 14 of Section V. Importation of bedding to be include in unit rate if local soil conditions unsuitable for the bedding layer.	C3.1.17	m	1			
4.6	ENERGY METERS						
4.6.1	Install, connecting and testing of free issue pre-payment meter complete with interface		each	1			
4.7	SERVICE DISTRIBUTION BOX (SDB)						
4.8	Installation and commissioning of the following Low Voltage Distribution Kiosks. Contractor to supply and install concrete plinth for SDB						
4.8.1	2 way - Metering Kiosk	C3.1.15	each	1			
4.8.2	4 way - Metering Kiosk	C3.1.15	each	1			
4.8.3	6 way - Metering Kiosk	C3.1.15	each	1			
4.8.4	8 way - Metering Kiosk	C3.1.15	each	1			
4.8.5	Install single phase breaker in existing kiosk (all breakers upto 60 A)	C3.1.14	each	1			
4.8.6	Install three phase breaker in existing kiosk (all breakers upto 100A)	C3.1.14	each	1			
4.9	POLE LENGTHS						
	Planting of the following pole sizes (Notes: Poles has a strength of 55 MPa and creosote treated):						
4.9.1	7 m LV wood pole (120 - 139 mm dia top)	C3.1.14	each	1			
4.9.2	9 m LV wood pole (160 - 179 mm dia top)	C3.1.14	each	1			
4.10	LV STAYS / STRUTS						
4.10.1	Conventional pole stay assembly (300 x 300 plate)	C3.1.14	each	1			
4.10.2	9 m wood strut for 7 m LV pole	C3.1.14	each	1			
4.10.3	11 m wood strut for 9 m LV pole	C3.1.14	each	1			
	SUBTOTAL CARRIED FORWARD						



BILL OF QUANTITIES, BID:(2025-JUNE 2028)
MAINTENANCE SUPPORT SERVICES FOR THE VAAL MARINA ELECTRICAL NETWORK
LIST D: LV NETWORK

ITEM	DESCRIPTION	REF	UNIT	QTY	UNIT LABOUR RATE	UNIT MATERIAL RATE	TOTAL
SUBTOTAL BROUGHT FORWARD							
4.15	EXCAVATION						
	Digging holes, backfilling and compaction to initial soil conditions for poles and anchors						
4.15.1	Hole for 7 m LV pole						
4.15.1.1	Earth and soft rock	C3.1.14	each	1			
4.15.1.2	Hard rock (compressor work - to be approved by Employer`s Representative)	C3.1.14	each	1			
4.15.1.3	Hard rock (drilling - to be approved by Employer`s Representative)	C3.1.14	each	1			
4.15.1.4	Blasting including over and extra (to be approved confirmed by Employer`s Representative)	C3.1.14	each	1			
4.15.2	Hole for 9 m LV pole						
4.15.2.1	Earth and soft rock	C3.1.14	each	1			
4.15.2.2	Hard rock (compressor work - to be approved by Employer`s Representative)	C3.1.14	each	1			
4.15.2.3	Hard rock (drilling - to be approved by Employer`s Representative)	C3.1.14	each	1			
4.15.2.4	Blasting including over and extra (to be approved confirmed by Employer`s Representative)	C3.1.14	each	1			
4.15.3	Hole for conventional stay						
4.15.3.1	Earth and soft rock	C3.1.14	each	1			
4.15.3.2	Hard rock (compressor work - to be approved by Employer`s Representative)	C3.1.14	each	1			
4.15.3.3	Hard rock (drilling - to be approved by Employer`s Representative)	C3.1.14	each	1			
4.15.3.4	Blasting including over and extra (to be approved confirmed by Employer`s Representative)	C3.1.14	each	1			
4.15.4	Hole for strut pole						
4.15.4.1	Earth and soft rock	C3.1.14	each	1			
4.15.4.2	Hard rock (compressor work - to be approved by Employer`s Representative)	C3.1.14	each	1			
4.15.4.3	Hard rock (drilling - to be approved by Employer`s Representative)	C3.1.14	each	1			
4.15.4.4	Blasting including over and extra (to be approved confirmed by Employer`s Representative)	C3.1.14	each	1			
SUBTOTAL CARRIED FORWARD							

BILL OF QUANTITIES, BID: (2025-JUNE 2028)
MAINTENANCE SUPPORT SERVICES FOR THE VAAL MARINA ELECTRICAL NETWORK
LIST D: LV NETWORK

ITEM	DESCRIPTION	REF	UNIT	QTY	UNIT LABOUR RATE	UNIT MATERIAL RATE	TOTAL
SUBTOTAL BROUGHT FORWARD							
4.15.3.3	Hard rock (drilling - to be approved by Employer's Representative)	C3.1.14	each	1			
4.15.3.4	Blasting including over and extra (to be approved confirmed by Employer's Representative)	C3.1.14	each	1			
4.15.4	Hole for strut LV pole						
4.15.4.1	Earth and soft rock	C3.1.14	each	1			
4.15.4.2	Hard rock (compressor work - to be approved by Employer's Representative)	C3.1.14	each	1			
4.15.4.3	Hard rock (drilling - to be approved by Employer's Representative)	C3.1.14	each	1			
4.15.4.4	Blasting including over and extra (to be approved confirmed by Employer's Representative)	C3.1.14	each	1			
4.16	CABLE FAULT LOCATION FOR LV CABLES						
	Fault location on LV Cables with own equipment		each	1			
4.17	TESTING						
	Testing of LV cable in accordance with SANS 1507	C3.1.17	each	1			
4.18	CALL-OUTS						
4.18.1	All inclusive cost to attend to consumer compliants during working hours as specified.	C3.1.22	each	1			
4.18.2	All inclusive cost to attend to consumer compliants after working hours as specified.	C3.1.22	each	1			
4.19	INSPECTIONS						
	Total inclusive cost for monthly inspections as specified	C3.1.17	each	1			
SUBTOTAL CARRIED TO ITEM 4 OF SUMMARY							

BILL OF QUANTITIES, BID: (2025-JUNE 2028)
MAINTENANCE SUPPORT SERVICES FOR THE VAAL MARINA ELECTRICAL NETWORK
LIST F: PLANT & EQUIPMENT

ITEM	DESCRIPTION	REF	UNIT	QTY	UNIT LABOUR RATE	UNIT MATERIAL RATE	TOTAL
6	ADHOC SERVICES						
	Note: This section only provides for adhoc services on an as and When required basis. These rates shall not apply to section of work measured elsewhere in the document.						
6.1	PLANT AND EQUIPMENT						
	Hire of the following plant inclusive of fuel and operator/driver (Note: Wet rates required)						
6.1.1	5 ton crane truck (to be provide with a crane and bucket attachment)	C3.1.23	hours	1			
6.1.2	1 ton LDV	C3.1.23	hours	1			
6.1.3	TLB	C3.1.23	hours	1			
6.1.4	Roller Compactor	C3.1.23	hours	1			
6.1.5	Rammer (Whacker)	C3.1.23	hours	1			
6.1.6	Compressor plus two jackhammers and two paving breakers including hoses. (7m³/minute & mass +-150 cpm)	C3.1.23	hours	1			
6.1.7	5 kVA Portable Generator	C3.1.23	hours	1			
6.2	LABOUR (NORMAL HOURS)	C3.1.23	hours	1			
6.2.1	Supervisor						
6.2.1	Electrician (Artisan)	C3.1.23	hours	1			
6.2.2	Skilled labour	C3.1.23	hours	1			
6.2.3	Semi-skilled labour	C3.1.23	hours	1			
6.2.4	Unskilled labour (General Workers)	C3.1.23	hours	1			
6.3	LABOUR (AFTER HOURS)	C3.1.23	hours	1			
6.3.1	Supervisor						
6.3.1	Electrician (Artisan)	C3.1.23	hours	1			
6.3.2	Skilled labour	C3.1.23	hours	1			
6.3.3	Semi-skilled labour	C3.1.23	hours	1			
6.3.4	Unskilled labour (General Workers)	C3.1.23	hours	1			

6.4	DANGER TAPE						
	Supply and installation of danger tape to a depth of 300 mm.	C3.1.17	m	l			
	SUBTOTAL CARRIED TO ITEM 6 OF SUMMARY						

BILL OF QUANTITIES, BID:(2025-JUNE 2028)
MAINTENANCE SUPPORT SERVICES FOR THE VAAL MARINA ELECTRICAL NETWORK
SUMMARY

ITEM NO	DESCRIPTION OF THE ITEM	LIST	PAGE	PRICE
1	Preliminary and General	List A	p.10	
2	Bush Clearing	List B	p.11	
3	MV Network	List C	p.14	
4	LV Network	List E	p.17	
5	Road Crossings	List G	p.21	
6	Adhoc Services	List H	p.22	
SUBTOTAL A				
Plus: 15 % VAT				
TOTAL TENDER PRICES (Incl VAT) (Carried forward to Clause C1.1.1 2 of tender document)				

TENDERER'S SIGNATURE:

COMPANY NAME:

ADDRESS:



MIDVAAL LOCAL MUNICIPALITY
P.O. BOX 9
MIDVAAL, 1960

**THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER
MAINTENANCE SUPPORT SERVICES FOR THE VAAL MARINA LV
NETWORK FROM DATE OF AWARD TO JUNE 2028 ON AN AS AND
WHEN REQUIRED BASIS**

**SECTION 5:
C3 – SCOPE OF WORK**

MAINTENANCE SUPPORT SERVICES FOR THE VAAL MARINA LV NETWORK
CONTRACT NO.: (2025 – 2028) MIDVAAL LOCAL MUNICIPALITY

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MAINTENANCE SUPPORT SERVICES FOR THE VAAL MARINA LV NETWORK
CONTRACT NO.: (2025 – 2028) MIDVAAL LOCAL MUNICIPALITY

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C3 – SCOPE OF WORKS

C3 SCOPE OF WORKS

C3. SCOPE OF WORKS

This scope of work institutes information that specifies and describes the goods, services, or engineering and construction works which are to be provided and any other requirements and constraints relating to the manner in which the contract work is to be performed;

The Scope of Works includes two distinct sub-sections namely:

C3.1 – Project Specifications

C3.2 – General Specifications

DESCRIPTION OF THE WORKS

The works are the provision of labour, as and when the need arises, to maintain, attend to consumer complaints, replace or upgrade overhead lines, cabling, distribution kiosks, service connections, trenching etc. on any electrical equipment in Vaal Marina, Midvaal Local Municipality area. The municipality shall furnish the successful contractor with the necessary job cards and list where the works as mentioned above are to be completed, note that the electrical contractor bears the responsibility for any liaison and arrangements with the Consumers regarding the works process.

The services shall be provided on a 24-hour basis as and when required. All call-out shall be attended to within thirty (30) minutes from receiving the complaint.

CONSTRAINTS WITH EXECUTION OF THE WORKS

- a) The Employer must approve any variation or modification with a cost implication before work can commence. No late statement claim will be entertained.
- b) Payment application will be assessed once a month, and the claim must be agreed to and certified by the Employer.
- c) The Contractor must adhere to Safety Requirements.
Further safety requirements are as follows:
Only harnesses and no safety belts must be used in alleviated positions.
No labourers will be allowed to stay on site. A night watch shall be appointed to guard the site at night.
No short pants will be allowed on site.
Safety clothes suitable for the specific task must be worn at all times.
Toilet facilities are available on-site; no temporary toilets will be allowed. Day visitors will be able to enter with a visitor's card.
Hard hats and safety boots are compulsory on the construction site. All operators must be trained and competent.
All equipment must be in good working order.
The Contractor must have a first-aid kit on-site and all injuries must be reported. The Contractor must keep a complete record of all person-hours.

C3.1 – PROJECT SPECIFICATIONS

C3.1 PROJECT SPECIFICATIONS

C3.1 PROJECT SPECIFICATIONS

This specification deals with the technical aspects relating to this project. Any discrepancy between the Particular Specification and Bill of Quantities must be reported to the Employer who will clarify such contradiction before the closing of tender.

If any discrepancies exist between parts of this document, the following order of preference will take place:

- a) The Contract Agreement (if any)
- b) The Letter of Acceptance
- c) The Form of Agreement
- d) The Offer by Tenderer
- e) The Particular Conditions
- f) These General Conditions
- g) The Specifications
- h) The Schedules and any other documents forming part of the Contract

Regarding the conditions of the contract, the order of priority is as follows:

- a) Particular Conditions of Contract and Appendix to Tender
- b) General Conditions of Contract
- c) Tender Conditions
- d) Common-Law

C3.1.1 SITE ESTABLISHMENT

The specific Contractor shall supply, transport and off-load his own facilities such as sheds, water, electricity, lighting, etc. on the site. The Contractor shall also be responsible for removing all facilities established on site after his work is completed.

It shall be expected from the Electrical Contractor to erect a site office with a surrounding fence at a suitable place which will be pointed out by the Engineer. The surrounding fence to be at least 1,8 m high, with Y shape frame on top and equipped with barbed wire. Lockable gates must form part of the surrounding fence. This site yard must, therefore, provide adequate security to all material stored, even if it means that the Contractor must provide for a trench alongside the fence. The site office must be equipped with furniture for meeting purposes, and the Contractor must make arrangements to have a full-time security guard, keeping close watch over all material stored in this yard. The Contractor must also provide for all the necessary sanitary toilets, water, rain gauge etc.

The Engineer will indicate the preferred site and the contractor shall submit a Site Establishment application to the Building and Land Use Department on the prescribed application form of the Municipality which can be obtained from the Building and Land Use Department.

The Site Camp shall form the basis from where consumer complaints are attended to. Therefore, site camp shall be operated 24 hours per day for the duration of the contract.

This clause is to be read in conjunction with Clause C3.1.12

C3.1.2. SITE INSTRUCTION BOOK

The Contractor must make provision for a site instruction book (triplicate pages) which shall be kept in the site office at all times. All instructions and variations shall be written in this site instruction book by the Engineer while attending the site. The onus will be on the Contractor to confirm such instructions and variations in writing, if the Engineer neglects to do so within 14 days after the issuing of this instruction, especially if it has a cost implication.

C3.1.3. SECURITY

The Contractor must arrange 24-hour security with a reputable security company to protect the site camp. The Contractor must take cognisance that he will be responsible for any material theft and the replacement thereof until the lapse of the contract in June 2028

C3.1.4. REQUIREMENTS FOR THE PROGRAMME

Not Applicable

C3.1.5. TIME FOR COMPLETION:

The contract working period will be from tender award to June 2028 on an As and When Required basis.

Claims for rework will not be considered and is an issue for insurance.

C3.1.6. SURVEY

Not applicable.

C3.1.7. MEASUREMENTS

The measurements must be finalised on-site and must be confirmed with the Engineer. The accuracy or inaccuracy of the Bill of Quantities will not influence the validity of the tender. The quantities in the Bill are indicative and serve only as an indication to obtain a unit rate. After completion of a works order a final re-measurement, based on actual quantities, will be done.

C3.1.8. FINAL INSPECTION

After completion of each section of the project, the Contractor must perform an internal, thorough inspection on all the work completed, to satisfy himself that the work complies with the specifications, and then apply in writing to the Engineer for a final inspection. The Contractor will be liable to pay the Engineer according to the newest gazetted ECSA rates for re-inspections.

C3.1.9 QUALIFIED PERSONNEL

The Contractor must submit a list of the staff allocated to this project with proof of their qualifications and experience in the construction and erection of similar works.

The Contractor shall also submit a certificate issued by the Inspector of Occupational Health and Safety, indicating that he is fully competent performing electrical construction work and will, therefore, be fully responsible for the construction of the works. No work will be allowed before the submission of these documents.

The Contractor shall provide the Employer and Engineer with the names of the supervisory personnel on-site before commencement of the contract works.

If the Contractor, during any stage of the contract and for whatever reason, desires to change the supervisory personnel on-site, he will do so in writing to the Employer and Engineer. Failure to do this will result in the Engineer halting the contract works until such time the necessary documentation is provided. The Engineer will not consider any such delays for late completion of the contract.

C3.1.10. CONTRACTOR'S RESPONSIBILITY

The Electrical Contractor shall accept full responsibility for any damage caused by excavation work, whether caused directly or indirectly and whether written permission has been granted for machine excavation or blasting, or not.

Repair of damaged services undertaken by the Electrical Contractor shall be to the satisfaction of the owner of the service. The cost of repair work undertaken by the owners of the service as well as consequential losses due to the damaging of the service will be recovered from payments due to the Electrical Contractor without notice unless proof of direct payment to the owners can be produced.

The Contractor shall report any damaging of existing services immediately to the Engineer as well as the owner of the service, irrespective of whether the damage is considered minor damage or not. Apart from reporting damage, an entry shall be made in the site diary, indicating the time of occurrence, extent of the damage, time reported, and names of the persons reported to at the Midvaal local municipality as well as Owners of the service.

Penalties shall be levied for damage caused to existing services caused under the following circumstances:

- a) Damage due to machine excavation or blasting without the written permission of the Engineer.
- a) Damage which the Contractor failed to report to the Engineer as well as the owners of the service, or which the Contractor failed to enter comprehensively in the site diary.
- b) The penalties referred to above, shall be 100 % of the cost of repair work carried out by the owner of the service as well as 100 % of the value of consequential losses as calculated by the owners of the service. Any such penalties shall be recovered from any payments due to the Contractor

C3.1.11 MATERIAL MANAGEMENT

All materials shall be provided by the Employer unless otherwise specified. The Contractor shall take full responsibility for this material received and shall administer this material according to store bookkeeping system utilising computer aid.

The contractor shall make provision to secure a reasonable amount of spares at his site camp to attend to any consumer complaint. The contractor shall be responsible for submitting the required requisition form to Midvaal Electrical Stores to obtain any material that is required under this contract. The contractor shall further collect, transport and offload the material at

C3.1 PROJECT SPECIFICATIONS

the site camp or any other area indicated on the works instruction and shall be deemed to be included in the offered rates.

C3.1.12. RESPONSE TIME

The services shall be provided on a 24-hour basis on an as and when required basis.

It shall be expected from the Electrical Contractor to have a thirty (30) minutes response time after the contractor received a complaint.

It is to be noted that the contractor will not be informed of load shedding events and it shall be expected that the Electrical Contractor familiarise himself with the load shedding schedule of the local supply authority and any revision thereof.

C3.1.13. CALL-OUT.

A 24 hours call-out services shall be provided for the duration of the contract. The tender shall attend to all call-outs as defined in Clause C3.1.12. It is required that a qualified electrician attends to all call-out.

The following documented information shall accompany all claims for call-outs by the contractor:

1. Date and Time of call-out.
2. Physical address.
3. Description of fault or complaint.
4. MLM Reference number, if available.

It is to be noted that Midvaal Local Municipality will issue all material required to attend to call-outs. The material management process is described in Clause C3.1.11.

The Contractor shall further take note that the maintenance support is to provide only on Midvaal Local Municipality infrastructure up to the Point of Control. The contractor will not be compensated for any remedial work within residences, i.e. replacement of an earth leakage etc.

C3.1.14. ADHOC SERVICES.

Midvaal Local Municipality may from time to time required the provision of plant, equipment and human resource on an Adhoc basis.

The plant and equipment shall be supplied with fuel (i.e. Wet Rate) and a qualified or certified operator or driver. The contractor shall ensure that the plant and equipment have enough fuel to complete the works as described on the task order.

The Contractor must take cognisance the rates provide under Adhoc services only applies to the renting of plant, equipment and human resource for work not measure in the Bill of Quantities. In other words, the hourly rates of the plant and equipment listed under Adhoc Services are not claimable for any section of works listed in the Bill of Quantities.

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C3.1.15. PRELIMINARY AND GENERAL.

In addition to the specific requirements of Eskom, detailed above, the Contractor shall allow for his own preliminaries and/or overhead costs as required for the execution of the contract. It shall be divided into the following two sections:

- a) Fixed-charge items such as: (SANS 1200A – Clause 8.3) Contractual requirements.
Establishment of facilities on site such as plant, sheds, water.
Electricity, lighting, etc.
Removal of facilities from the site after completion of work.
Any other fixed-charge items as specified in the Bill of Quantities.
- b) Time-related items such as (SANS 1200A – Clause 8.4) Contractual requirements.
Operation & maintenance of facilities on site.
Supervision.
Company and head office overhead costs.
Other time-related items as specified in the Bill of Quantities.

It is to be noted that it is not allowed to erect accommodation facilities for labours on the construction site. The contractor shall identify a suitable accommodation.

C3.1.16. BUSH CLEARING.

This work may entail brush cutting along MV and LV power lines, and the cutting of branches or trees that are encroaching the MV and LV power line. It is to be noted that allowance is also made to remove and large trees that may encroach on the power lines. As bush clearing shall be done per the Environmental Management Plan.

The contractor shall remove all burden and dispose of the removed vegetation as per the relevant by-law of the municipality.

When required, the Contractor may be called upon to cut trees/branches after hours to restore power.

C3.1.17. INSPECTIONS.

GENERAL

The Electrical Contractor must inspect the various electrical equipment at least once a month.

If the inspections reveal that any of the electrical equipment requires attention, the Electrical Contractor shall be responsible to inform the Superintendent of the Electrical Department that the electrical equipment needs a service or repair as the case may be.

MV NETWORK

The following inspections must be carried out on all miniature substations every month:

Inspect for excavation near electrical cables.

Inspect for damaged MV poles.

Inspect for damaged insulator.
 Inspect for bird nest on structures
 Inspect for oil leaks on transformers.
 Visually inspect the transformers for defects, including cable terminations.
 Verify the oil level if applicable.
 Inspect Silica Gel and replaced after remedial actions were taken if applicable.
 Verify oil and winding temperature if applicable.
 Visually inspect the miniature substation for defects.
 Verify Ring Main Unit gas pressure or oil level.
 Inspect all substation doors and locking mechanisms.
 Verify all labels and change if needed

LV NETWORK

The following inspections must be carried out on all miniature substations every month:
 Inspect for excavation near electrical cables.
 Inspect for damaged LV poles.
 Inspect for damaged insulator.
 Inspected for damaged Service Distribution Kiosk or Pole Top Boxes

C3.1.18. OVERHEAD LINE RETICULATION

GENERAL REQUIREMENTS

The MV overhead line must comply with the requirements of SANS 10280 (NRS 041-1) and NRS 092.

The LV and MV wooden poles shall be 7 m, 9 m and 11 m respectively in length.

EXCAVATIONS

Excavations for pole holes and stays are indicated below and must comply with the requirements of NRS 092 and SANS 1200 DA. The Contractor must allow in his excavation rate for over excavations due to blasting, removing of additional rock etc.

The hole sizes are as follows:

Table 1: Hole Sizes

	11 m pole	9 m pole	7 m pole	5 m pole	Stay 1,5 m Rod (LV Stay)	Stay 2,0 m Rod (MV Stay)
Width	1,2	1,2	1,2	1,2	1,2	1,2
Breadth	0,6	0,6	0,6	0,6	0,6	0,6
Depth	1,8	1,5	1,3	1,0	1,3 (max)	2,15(max)
Excavation (m ³)	1,296	1,080	0,936	0,720	0,936	1,44
Add bags of cement to excavated soil	2	1	1	1	1	2

C3.1 PROJECT SPECIFICATIONS

All poles must be planted at a distance of 0,5 m from the stand boundary unless otherwise specified. Special care must be taken not to damage any existing services. In the event of hard rock nearby existing services, the Contractor shall make use of a compressor air drill to do excavations.

The maximum distance the eye of the stay may protrude out of the ground is 150mm. The minimum distance between the stay plate and the poles are as follows:

7,0	-	5 m
11,0 m	-	7,5 m

All stays shall be installed as indicated on Eskom drawing D-DT-0350. The stay hole shall be backfilled and compacted as specified in Eskom Standard 240-75883148.

EXPLOSIVES

The Contractor is to make adequate provision for blasting which, together with the necessary storage and handling of explosives, shall be carried out in strict accordance with the Explosives Act (No 26 of 1956, as amended) and Regulations. Care shall be taken that no damage is caused to existing works and property, and adequate protection shall be provided to prevent blasted materials scattered about. The size of charges shall be the minimum necessary for the purpose. The Contractor shall be solely responsible for damage and injury caused by or during blasting and shall make good at his own expense, and to the satisfaction of the Engineer, any unnecessary shattering of rock or disturbance of the surrounding ground. Careless use of explosives will render the Contractor liable to be forbidden for further use of explosives.

Blasting will not be permitted in any situation where it is likely to endanger any existing foundation, structure or service and in such situation material must be removed by drilling and wedging or barring or by any other approved method which will not cause damage.

At least one working day before commencing drilling and blasting operations on any new section of the works, the necessary safety precautions shall be arranged by the Contractor.

No blasting is to be done before permission has been granted from the Engineer.

MARKING OF WOODEN POLES

The Contractor shall be responsible for providing numbering labels on all wooden poles.

The numbering labels shall be manufactured from galvanised sheet steel of minimum thickness 0,8 mm.

The numbering labels shall be fixed to poles at the height of 2,0 m above ground level, facing towards the street, utilising four galvanised 50 mm nails through pre-drilled holes at the four corners of the label.

The numbers shall be 10 mm high and be punched with a number and letter punch as indicated on the house connection drawings.

C3.1 PROJECT SPECIFICATIONS

POLE MOUNTED TRANSFORMERS

Not Applicable

POLE MOUNTED DISTRIBUTION BOARD SCHEDULE

Not applicable.

MV OVERHEAD RETICULATION

The MV overhead reticulation shall comply with the latest revision of the Medium Voltage Reticulation Standard, Part 4 as compiled by Eskom as well as the SANS and NRS specifications as envisaged below.

LV OVERHEAD RETICULATION

The LV overhead reticulation shall comply with the latest revision of the Low Voltage Reticulation Standard, Part 3 as compiled by Eskom, SANS and NRS specifications as well as the general specifications as envisaged below.

The pole top box shall be fitted to the pole with stainless steel straps, connected to the ABC with suitable piercing connectors (phase + neutral).

The Contractor may also install Conlog wBEC44 Split Single Phase DIN-Rail mounted with Radio Frequency (RF) communication. The contractor will be responsible for the management of these meters.

The Conlog meters shall be installed in the pole top box and shall be sealed with a lead seal and tagged or labelled with the erf number. The latch in the meter shall be set to trip at 20 A.

A clip-in surge arrester shall be installed per MCB in the pole top box enclosure. Wires between the ABC and pole top box shall be 16 mm², UV protected and of suitable lengths.

EARTHING

The earthing must comply with the requirements of Eskom standard DST 34-1985. MV and LV earthing shall be separated at the transformer. A minimum separation distance of 5 m shall be maintained between the MV and LV earth electrodes.

The maximum earth resistance for the MV shall be 30 ohms, and the maximum earth resistance for the LV shall be 10 ohms.

Earthing shall be done by four 1,8 m x 16 mm diameter copper earth rods installed in a three-point star configuration.

A 6 kV surge arrester must be connected between the LV neutral bushing and the transformer earth stud as shown on drawing D-DT-1861 and according to drawing D-DT-3088.

READY BOARDS

Not Applicable

AIRDAC

It is to be noted that the employer is phasing out the use of Airdac.

ELECTRICAL TESTS:

- a) Voltage level tests:
The voltage level and polarity of the installation can be measured and recorded.
- b) Test to ensure that wires have not been crossed:
Install a temporary earth spike of at least 300 mm, outside the dwelling. Connect a lead wire to the earth spike and measure the voltage between the temporary earth and the dwelling earth and neutral. If any reading is recorded the conductors are crossed, and no COC shall be issued.
- c) Insulation resistance test:
Disconnect the circuit breaker and record the result in M Ω between live and earth.
- d) Earth fault loop impedance test:
Bridge the earth leakage circuit breaker. Plug the loop tester into the ready board. The loop tester should indicate the voltage and correct polarity. Switch is to 20 Ω or 200 Ω and injects 25 A current. Record the reading on the test form.
- e) Operation of the earth-leakage protection device and circuit breaker by plugging an ELCB tester into the ready board to increase milliamps until circuit breaker trips. Record results.

VISUAL INSPECTIONS:

A visual inspection shall be carried out for each service connection and installation by an accredited person signing the COC. This person shall be responsible for the quality control and shall be introduced to the Engineer, and this quality control shall be his only task and function.

REPORTING

The Contractor shall supply the Engineer with the following information before any payments shall be made in an Excel spreadsheet format:

- a) Stand number.
- b) Customer name and surname
- c) Customer ID Number.
- d) Prepayment meter number.
- e) Customer Interface Unit number.
- f) Seal number.
- g) COC number.

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- h) Length of Airdac.
- i) Completion Date.

C3.1.19. LOW VOLTAGE DISTRIBUTION CUBICLES (PSE 06)

The kiosks shall be installed in the positions as indicated on the Employer.

The kiosks shall be installed 300mm from the erf boundary with the side containing the openings for the reading of meters facing away from the direction of traffic. (In other words, when a person is reading meters, he will face the oncoming traffic).

All cables will be connected hard onto the busbars.

C3.1.20. PVC INSULATED CABLES (PSE 08)

All low voltage cables installed as part of this Contract, shall be of the PVC/PVC/SWA/PVC type per NRS 074.

All cables shall be glanded appropriately off. Pratley glands will be provided with the associated rubber boots adequately applied to prevent the ingress of water into the armouring.

C3.1.21. INSTALLATION OF CABLES (PSE 09)

GENERAL

The cable must be installed as per the general requirement specified in GSE 09 and as shown on the project drawings.

Cable installation shall comply with SANS 10198-8 2016.

EXCAVATION AND BACKFILL

Determination of the thermal resistivity of soil to be used as bedding shall be per SANS 101985-5:2004. The on-site method is preferred and shall be performed per batch of imported soil. Imported soil delivered to the site shall be screened with sand to prevent the soil from washing away in raining conditions.

Where cables are installed directly in the ground the excavations for cable trenches shall comply with GSE 09 and will be as follows:]

Width	:	450 mm
Length	:	Length of cable
Installation depth	:	1 000 mm
Road crossings depth	:	1 500 mm

The bedding layer around the cable installation shall be imported loam soil with a thermal resistivity of 1.2 K.m/W, test certificates for the bedding shall be provided. A bedding layer of 100 mm shall be installed before cable laying and a blanket layer of 150 mm following laying of cables.

C3.1 PROJECT SPECIFICATIONS

The Engineer or his representative must classify claims for hard or soft rock before any backfilling is being done. Backfilling must be done with compaction of 150 mm layers.

Compaction certificates shall be provided every 100 m proving compaction of the cable trench is the same or better than adjacent undisturbed soil (i.e. two compaction tests every 100 m). The contractor shall care not to damage the cables during compaction testing.

SOIL TYPE	DESCRIPTION	THERMAL RESISTIVITY	SUITABLE FOR BEDDING & BLANKET	SIUTABLE FOR BACKFIL
Chalk	Soft White/grey porous	Low(wet) High(dry)	No (if drying out is likely)	Yes
Clay	Dense, compact, greasy to touch when we, shrinks while drying	Low(good)	No	Yes
Loam	Reddish to dark brown (may contain organic matter) crumbles well-can be well compacted	Satisfactory(good)	Yes	Yes
Mine Sand	Highly corrosive	Low(good)	Used with caution	Used with caution
Ouklip	Decomposed granite, varying in particle size	Low (undisturbed) High (disturbed)	No	If mixed with loam/ clay
Peat (humus)	Mainly organic material, black /dark brown	High (when dry)	No	Used with caution
Sand (sea/river)	Crumbly, spherical particles and gritty to touch even when wet, cannot be easily compacted	High (when dry)	No	If mixed with loam/ clay

SOIL TYPE	DESCRIPTION	THERMAL RESISTIVITY	SUITABLE FOR BEDDING & BLANKET	SIUTABLE FOR BACKFIL
Chalk	Soft White/grey porous	Low(wet) High(dry)	No (if drying out is likely)	Yes
Clay	Dense, compact, greasy to touch when we, shrinks while drying	Low(good)	No	Yes
Loam	Reddish to dark brown (may contain organic matter) crumbles well-can be well compacted	Satisfactory(good)	Yes	Yes
Mine Sand	Highly corrosive	Low(good)	Used with caution	Used with caution
Ouklip	Decomposed granite, varying in particle size	Low(Undisturbed)		

The bottom of the trenches must be even and shall follow the contour of the natural ground level.

After installation of the cables, the Contractor shall be responsible for backfilling and compaction of all these trenches to original compaction with suitable soil. The maximum allowable diameter of stones present in the backfill material is 20 mm. The backfilling must be done to the satisfaction of the Engineer and Employer.

It should be noted that excavate soil to be used for backfilling shall be as specified in GSE 09. Where the soil excavated is not suitable for backfilling, the Contractor shall import backfilling from elsewhere and make all the necessary arrangements to do so. The cost of importing soil for backfilling purposes shall be included in the unit rates for excavation and backfilling. All excavations in hard rock shall imply that excavate material is not suitable for backfilling and these excavations shall be priced accordingly.

MV and LV distribution cables must be measured on- site before ordering of any cable. The cable lengths must be submitted to the Engineer on the day of the first site meeting.

EXPLOSIVES

The written approval shall be obtained from the Engineer before any blasting.

C3.1 PROJECT SPECIFICATIONS

The Contractor is to make adequate provision for blasting which, together with the necessary storage and handling of explosives, shall be carried out in strict accordance with the Explosives Act (No 26 of 1956, as amended) and Regulations. Care shall be taken that no damage is caused to existing works and property, and adequate protection shall be provided to prevent blasted materials scattered about. The size of charges shall be the minimum necessary for the purpose. The Contractor shall be solely responsible for damage and injury caused by or during blasting and shall make good at his own expense, and to the satisfaction of the Engineer, any unnecessary shattering of rock or disturbance of the surrounding ground. Careless use of explosives will render the Contractor liable to be forbidden for further use of explosives.

Blasting will not be permitted in any situation where it is likely to endanger any existing foundation, structure or service and in such situation material must be removed by drilling and wedging or barring or by any other approved method which will not cause damage.

At least one working day before commencing drilling and blasting operations on any new section of the works, the necessary safety precautions shall be arranged by the Contractor. No blasting is to be done before permission has been granted from the Engineer.

OTHER SERVICES

The contractor should take note of the existing cables and other services. The services may BE buried and cannot be accurately pinpointed. Therefore, all excavations must be done with care.

The contractor shall acquaint himself with the position of all the existing services such as stormwater pipes, water mains, sewer mains, gas pipes, telephone cables, etc. before any excavations are commenced. For this purpose, the contractor shall approach the Engineer's representative, the local municipal authority and any other authority which may be involved, in writing.

The Contractor will be held responsible for damage to any existing services brought to his attention by the Engineer, and the contractor shall be responsible for the cost of repairs.

Cables shall be protected per SANS10198-8 from other services when running parallel or crossing.

Clearance	Protection required
More than 600 mm	  No further protection required
300 mm to 600 mm	  or   Cover tiles provided or cable installed in pipe
Less than 300 mm	  Concrete slabs or similar permanent separator required plus cover tiles

Figure 1: Power cable running parallel to telecommunication cable

C3.1 PROJECT SPECIFICATIONS

Crossing	Protection and clearance required
Above water pipe	
Below telecommunication cable	
Above telecommunication cable	
All crossings	<p>Cable laid in pipe or half pipes, or cover tiles provided for a distance of at least 1 m on either side of crossing</p> <p style="text-align: right;">Dwg. 10121</p>

Figure 2: Power cable crossing other services

SLEEVES

Heavy-duty cable sleeves (Class 6 HDPE), 110 mm dia or 160 mm dia, with draw wires will be installed at all road crossings and entrances, to a depth of 1 500 mm below surface protruding at least 1m beyond crossing surfaces. Inspection holes must be provided on the side of the road and entrances to ensure that no sleeves are damaged after the road and entrances have been compacted, or to replace damaged sleeves at a very early stage.

Sleeves shall be joined per the manufacturer's instructions where required. The sleeves shall extend at least 1.5 m beyond the road and entrance edge or curb on both sides of the road and entrance. All sleeves shall be graded 1:400 for water drainage.

For ease of cable installation and to prevent sliding, the sleeve end shall be fixed appropriately to the ground by either casting into concrete blocks or by using heavy-duty sandbags for weight with steel "droppers" as anchors.

The ends of all sleeves shall be sealed with a non-hardening watertight compound after the installation of cables. All sleeves intended for future use shall likewise be sealed.

DIRECTIONAL DRILLING

160 mm dia heavy duty uPVC / HDPE cable sleeves will be installed at all road crossings, to a depth of 1 500 mm below the roads and entrance surface. Crossings of tar roads and tarred entrance shall be drilled utilising hydraulic or motorised equipment to install sleeves in these holes. The widths of the roads and entrances to be crossed are indicated on the drawings. Sleeves must be inspected for damage before the installation of the cable. The sleeves shall

C3.1 PROJECT SPECIFICATIONS

extend at least 1 m beyond the road and entrance edge or curb on both sides of the road and entrance. All sleeves shall be graded 1:400 for water drainage.

The ends of all sleeves shall be sealed with a non-hardening watertight compound after the installation of cables. All sleeves intended for future use shall likewise be sealed.

ROUTE MARKERS

Cable route markers must be installed above all MV cables and at corners where the cable route changes in direction. The cable route marker shall consist of a tapered concrete block with base dimensions of 150 x 150 mm and 300 mm in length. The cable route marker shall be equipped with a lead nameplate indicating size and type of cable and an arrow to show the cable direction. The cable marker shall protrude 100 mm above the ground surface level.

All cable ends must be labelled with a lead or copper tag indicating:

- a) Cable size, e.g. 185 mm², MV
- b) Fed from -- to --,

INSPECTION OF CABLES AND CABLE TRENCHES

The Contractor shall not commence with the backfilling of trenches without prior notification to the Engineer so that the cable installation may be inspected. Should the Contractor fail to give a timeous notification, the trenches shall be re-opened at the Contractor's cost. Such an inspection will not be unreasonably delayed. After the cable trench has been refilled and compacted, the Contractor must level the sidewalks and remove all excess soil and refuse.

A logbook, in triplicate, shall be kept by the Contractor on the site, in which each part of the installation that has been inspected can be recorded after inspection and approval.

SECURITY

The Contractor must arrange 24-hour security with a reputable security company to protect the cable for the duration of exposed cable. The Contractor must take cognisance that he will be responsible for any cable theft and replacement of stolen cable.

TESTING

All cables shall be pressured tested by the Contractor per the relevant standard for XLPE, PILC, LV PVC cables respectively.

For bedding, thermal resistivity tests shall be submitted by the Contractor to the Engineer for approval.

Compaction tests shall be performed by the Contractor every 100m (trench compaction shall be equal or better than undisturbed soil).

The Contractor shall provide factory test certificates for all cables.

Commissioning test certificates for all cables shall be provided by the Contractor.

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Joint and termination certificates accompanied with a coordinate list of all joints shall be provided by the Contractor.

C3.1.22. MEDIUM VOLTAGE CABLES (PSE 50)

The installation and laying of cable shall be per SANS 10198-2:2016.

JOINTS, TERMINATIONS AND ACCESSORIES:

Not Applicable

IMPREGNATED PAPER INSULATED CABLE:

Where the cable enters through any walls, roofs or floors the openings created shall be such that the minimum bending radius of the cable is not exceeded. All such entries shall be sealed off utilising a watertight compression seal.

XLPE INSULATED CABLE

Not Applicable

TESTING AND COMMISSIONING:

Testing and commissioning of cables following installation shall be per SANS 10198-13:2016.

All commissioning tests shall be performed, which include:

- Insulation resistance
- Conductor resistance
- Overvoltage
- Diagnostic Testing
- Outer sheath test

C3.1.23. USING OF OWN MANPOWER (PSE 100)

The contract requires that the work is executed in such a manner as to maximise the use of labour to provide the local community with employment opportunities (where applicable) per the approved Council Policy and Guidelines. It should be noted that the local labourers can be from any area within the Midvaal Municipal area, which is within a reasonable distance from the construction site.

The Contractor shall only use skeleton staff and skilled staff for implementation of the project. The contractor shall appoint local labourers for all unskilled tasks. Should it prove to be impossible to identify people from the community to perform the expected tasks identified by the Contractor, written approval shall be obtained from the Engineer, or the community, before utilising his own workforce to complete the project. The Contractor's own personnel will be responsible for all specialised work. The Contractor shall, therefore, use only skilled labour of his own workforce. All other unskilled labour required shall be local labour.

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To achieve the recruitment of local labour, the Local Communities would establish, together with the Local Authority, a database of unemployed persons, indicating their specialised training, previous experience and employment, etc. The successful Contractor will be required to follow the approved Council Policy and Guidelines and to liaise with the Member of the Mayoral: Engineering Services (MMC) in recruiting his/her workforce and will be required to produce weekly records suitably detailed to enable the Engineer/Employer, or his/her authorized representative, and the Local Communities to ascertain that the abovementioned labour requirements are achieved. The Contractor is required to provide informal skills training so that the required standard of workmanship is maintained. Any difficulty experienced by the contractor in the procurement of the expected percentages of local labour is to be referred immediately to the Engineer.

The contractor will also be required to report monthly on the amount of local labour per the EPWP program reporting formats which will be provided to the successful contractor.

EXPECTED TASKS AND RESPONSIBILITIES

The different tasks and responsibilities are as follows:

SERVICES REQUIRED

- a) Unskilled labourers

The contractor shall provide for the necessary facilities for the workforce, i.e. water, toilets, guardhouses, stationary, PPE, identification etc.

DUTIES, TASKS AND RESPONSIBILITIES

LOCAL LABOUR

- a) Perform and execute tasks such as:
 - Minor excavation work.
 - Excavation of cable trenches.
 - General unskilled labour.
- b) Any other reasonable instructions required by the Contractor, Project Manager or Employer.

CONTRACTOR

- a) Employ security officers and local labour.
- b) Provide and supply all clothing, tools and materials to perform the tasks required.
- c) Manage the workforce to ensure that the programme to carry out the work is met.
- d) Manage all material. The Contractor will be responsible for the management, issuing and verification of all material.
- e) Conduct and convene meetings on a daily base, to dish out work and tasks and to record progress.
- f) To ensure all safety requirements are met.
- g) Pay and remunerate the workforce once a month utilising a cash cheque and record all payments with relevant signatures.

C3.1 PROJECT SPECIFICATIONS

- h) The Contractor will register all local labourers for unemployment insurance.
- i) Enter into a written agreement with workforce and appoint workforce in writing per the relevant Midvaal procedure.

The contract shall be between the Contractor and the local labour, all costs involved shall be borne by the Contractor, and the tender shall be deemed to include for this.

CONDITIONS OF EMPLOYMENT

- a) Obey Contractors instructions.
- b) Sign timesheets and report for work from Monday to Friday.
- c) Work overtime if required by Contractor.
- d) Working hours are from 07:30 to 16:30 with 30 minutes lunch break from 12:00 to 12:30.
- e) Payment will be effected according to attendance register, with no work no pay policy.
- f) Payment will be made utilising a cash cheque once a month on the last Friday of the month at 14:00.
- g) Unemployment insurance funds will be deducted.
- h) Tax will be deducted if applicable, and when deducted, IRP5 certificates will be issued.
- i) Payment categories:
- j) Labourers - Estimated R 150,00 per day

The above are estimated minimum amounts and shall be negotiated between the Contractor, Municipality relevant workforce. To prevent disputes arising any workforce shall not be paid more or paid less than the rates being used within the Municipal area.

- j) Overtime will be paid according to time plus a third.
- k) If the required progress is not met, the Contractor will have the right to strengthen his own workforce with the approval of the Project Manager.

C3.2 – GENERAL SPECIFICATIONS

C3.2 GENERAL SPECIFICATIONS

C3.2. GENERAL SPECIFICATIONS

C3.2.1. LAW - NATIONAL AND INTERNATIONAL STANDARDS

All IEC, BS, NRS, SANS, ASCE, ISO codes and National Law applicable to the disciplines listed below shall apply to this project:

- i) Medium Voltage Cable Work
- ii) Medium Voltage Overhead Power Lines
- iii) Low Voltage Overhead Power Lines
- iv) Distribution Transformers
- v) Low Voltage Service Reticulation and Service Connections

ACT	31	Fencing Act.
ACT	73	1989 Environmental Conservation act.
ACT	85	1993 Machinery and Occupational Safety Act 85 of 1993 with special reference to Section 1 (Act & Regulations), Section 2 (Administrative Regulations), Section 6 (Electrical Installation Regulations) and Section 16 (General Safety Regulations)
ACT	OHS 1993	Occupational Health and Safety Act 1993

C3.2.2. NATIONAL AND INTERNATIONAL STANDARDS

The following National and International standards shall be adhered to and can be obtained through the SABS webstore at a fee.

CABLES

IEC 61089	-	Round wire concentric lay standard conductor
IEC 60332	-	Test on electrical cables under fire conditions
IEC 60502	-	Power cables with extruded insulation and their accessories for rated voltages from 1 kV (Um = 1.2 kV) up to 30 kV (Um = 36 kV)
SANS 10142	-	The wiring of premises
IEC 60228	-	Conductor of insulated cables
SANS 1507	-	Electrical cables with extruded solid dielectric insulation for fixed installation (300/500 V to 1900/3300 V)
SANS 97	-	Electric cables – Impregnated paper – insulated metal-sheathed cables for rated voltages 3.3/3.3 kV to 19/33 kV (excluding pressure assisted cables)
SANS 1339	-	Electric cables — Cross-linked polyethylene (XLPE) insulated cables for rated voltages 3,8/6,6 kV to 19/33 kV
SANS 10198	-	The selection, handling and installation of electric power cables of rating not exceeding 33 kV (all parts)
NRS 013:2007	-	Medium-Voltage cables
NRS 053	-	Accessories for medium-voltage power cables (3,8/6,6 kV to 19/33kV)

EARTHING AND LIGHTNING PROTECTION SYSTEM

- SANS 725/IEEE 80 - Guide for safety in AC Substation Grounding
- IEEE 81 - Guide for measuring earth resistivity, ground impedance and earth surface potentials of a ground system
- SANS 10199 - The design and installation of an earth electrode
- IEC 62305 - Protection against lightning
- SANS 10292 - Earthing of low-voltage (LV) distribution systems
- SANSA 10313 - Protection against lightning – Physical damage to structures and life hazards
- NRS 060 - Code of Practice for clearances for electrical systems with rated voltages up to and including 145 kV, for the safety of persons
- IEC 61024 - Protection of structures against lightning

AUXILIARY SERVICE SYSTEM, CONTROL AND OTHER

- IEC 61439 - Low-voltage switchgear and control gear assemblies
- IEC 60947 - Low-voltage switchgear and control gear
- IEC 60529 - Degrees of protection provided by enclosures (IP Code)
- IEC 60158 - Low voltage control gear
- SANS 10139 - Fire detection and alarm systems for buildings – System design, installation and servicing
- SANS 10142-1 - Wiring of Premises Part 1 : Low Voltage Installations
- SANS 1091 - National colour standards of Paint

OVERHEAD LINE NETWORKS.

- SANS 754 - Eucalyptus poles, cross-arms and spacers for power distribution and communications systems
- SANS 780 - Distribution Transformers.
- SANS 1019 - Standard voltages, currents and insulation levels for electricity supply.
- SANS 1418 - Aerial bundled conductor systems (All parts).
- SANS 1619 - Small power distribution units (ready-boards) for single phase 230 V service connections.
- SANS 0198-14 - Installation of aerial bundled conductor (ABC) cables.
- SANS 10280 - Code of Practice for Overhead Power Lines Prevailing in South Africa.
- SANS 60383 - Insulators for overhead lines with a nominal voltage above 1 000V.
- NRS 018 - Fittings and connectors for LV overhead power lines using aerial bundled conductors, Part 1, 2, 3 and 5.
- NRS 020 - Electricity distribution – Cable ties for use with low voltage aerial bundled conductors.
- NRS 022 - Stays and associated components.
- NRS 028 - Crimped cable lugs and ferrules for copper and aluminium conductors.
- NRS 032 - Service distribution box.

C3.2 GENERAL SPECIFICATIONS

- NRS 043 - Code of Practice for the joint use of pole route for power and telecommunication lines.
- NRS 073 - Wood Poles, Cross-Arms and Spacer Blocks
- NRS 092 - Electricity distribution - Guideline for the construction of medium-voltage overhead power lines of up to and including 22kV, using poles with bare and aerial bundled conductors

It shall be noted that specifications are for the general use of project construction, certain sections or paragraphs may not be relevant to this particular contract in which case such irrelevant items are to be considered as not applicable. Any uncertainties shall be communicated to the Engineer. Where equivalent South African standards (SANS / NRS) exist, such standards are to be used in preference to foreign standards quoted.

The documents referenced contain provisions that constitutes requirements of this specification. All standards and specifications are subject to revision, and parties to agreements based on this specification are encouraged to investigate the possibility of applying the most recent editions of the documents listed below.

I / We, the undersigned hereby acknowledge that I / We have obtained copies of the above documents and confirm that I / We fully understand them and the consequences of non-compliance.

SIGNED AT ON BEHALF OF THE FIRM

ON THIS DAY OF 20.....

NAME :

SIGNATURE :

CAPACITY :

C3.2 GENERAL SPECIFICATIONS



MIDVAAL LOCAL MUNICIPALITY

P.O. BOX 9
MIDVAAL, 1960

**THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER
MAINTENANCE SUPPORT SERVICES FOR THE VAAL MARINA LV
NETWORK FROM DATE OF AWARD TO JUNE 2028 ON AN AS AND
WHEN REQUIRED BASIS**

**SECTION 6:
C4 – SITE INFORMATION**

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Figure 1: Locality (Vaal Marina).....

C4 – SITE INFORMATION

C4 SITE INFORMATION

C4. SITE INFORMATION

The site falls within the jurisdiction of Midvaal Local Municipality.

The Contractor shall cater for his own water, electricity and sanitation requirements.

The onus will be on the Contractor to acquaint himself with the site conditions before the tender closing date.



Figure 1: Locality (Vaal Marina)

The distance between the Vaal Marina and major nodes are as follows:

Meyerton Electrical Depot	= 45 km
Vanderbijlpark CBD	= 58 km
Vereeniging CBD	= 45 km
Sasolburg CBD	= 61 km
Heidelberg CBD	= 57 km
Johannesburg CBD	= 95 km

C4 SITE INFORMATION

It is recorded that the Contractor has, before signature of this Contract, carried out a site inspection to acquaint itself with the site conditions, access and all other matters relating to the site.

SIGNATURE OF TENDERER :

DATE :

C4.1 GENERIC HEALTH AND SAFETY SPECIFICATIONS

C4 SITE INFORMATION

HEALTH AND SAFETY SPECIFICATION

REQUIREMENTS RELATED TO CONSTRUCTION WORK

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COMPILED BY	
APPROVAL DATE	
NEXT REVIEW DATE	

1. SPECIFICATION

This specification refers to the specific health and safety requirements related to construction work.

2. SAFETY AND HEALTH REQUIREMENTS

2.1. DURING TENDER STAGE

The contractor shall submit the following safety documentation during the tender stage:

- Proof that the contractor has implemented a safety management system in compliance with OHS Act 85 of 1993 (Construction Regulations 2015).

2.2. PRE-CONTRACT QUALIFICATION AUDITS

The Engineer may require a safety audit to be conducted on the contractor to ascertain whether the contractor has implemented a safety management system based on the relevant codes of practice.

Should the contractor not comply with the Engineer safety specifications the contractor may be omitted from the supplier’s data base until such time that he obtains the relevant compliance.

3. DURING THE PROJECT STAGE

3.1. AGREEMENT

In accordance with the provision of Section 37(2) of the Occupational Health and Safety Act 85 of 1993, every contractor shall enter into a written agreement with the principle contractor.

3.2. SAFETY AND HEALTH FILE

Prior to any work on site the contractor shall compile a safety and health file based on the requirements of the Occupational Health and Safety Act 85 of 1993 – Construction Regulations 2014 for approval by the Engineer.

Health and Safety Specification

The safety file shall include but will not be limited to the following:

- Safety Policy
- SHE Plan
- Appointment letters as per OHS Act 85 of 1993
- Notification of construction work
- Hazard identification risk assessments
- Base line risk assessments
- Safe work procedures
- Daily task risk assessments
- Emergency evacuation plan
- Internal safety Audits
- Proof of induction training
- Contractor agreements (As per the OHS 85 of 1993 Act 37 (2))
- First aid box contents, training certificates
- Incidents and accidents reporting Annexure A
- Health and safety meetings
- Letter of good standing “Compensation fund number”
- COID
- Personnel protective equipment issue (PPE)
- Hand tool inspection list
- Electrical equipment checklist
- Vehicle inspection
- Fire extinguisher checklist
- Toolbox Talks
- PTO’s Task job observations

3.3. RISK ASSESSMENT

Contractor 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-

- The identification of the risks and hazards to which persons may be exposed to
- The analysis and evaluation of the risks and hazards identified
- Documented plan of safe work procedures to mitigate, reduce or control the risks and hazards that have been identified
- Monitoring plan
- Review plan.

Contractor shall ensure that a copy of the risk assessment is available on site for inspection by an inspector or employee of the principle contractor.

- **Typically, the following identified risks could endanger the work done by the Contractor. The Contractor should identify mitigating actions for these risks, as well as identify any additional risks and submit at tender stage:**

Table 1: Risks

Typical Risk	Yes/No
Live underground cables	Yes
Work in live chambers/restricted areas	Yes
Live overhead conductors/crossings	Yes
Close proximity work to live equipment	Yes
Work in elevated positions/on ladders/from crane buckets	Yes
Operating of cranes/vehicle mounted	Yes
Static electricity/induction, step potential etc.	Yes
Work with chainsaws/mechanical cutters	Yes
Materials handling/ heavy equipment handling	Yes
Conductor stringing and tensioning	Yes
Vehicle risks	Yes
Work in open trenches/excavations	Yes
Biological/Health risks (camps)	Yes
Weather related risks (UV, heat, cold)	Yes
Environmental risks	Yes
Ergonomic risks (body position, fatigue)	Yes
Work on/dismantling of rusted & rotten poles and structures	Yes
Fire risks	Yes
Public safety risks	Yes

3.4. EMPLOYEES COMPETENCE

Prior to work the contractor shall provide the Engineer with the relevant training certificates (in-house and external) to ensure that all employees are competent to conduct the scope of work.

This training may include but is not limited to the following

- First aiders
- Induction
- Fire fighters
- Installation electricians (Proof of COC competence)
- Health and Safety representative

3.4.1 NUMBER OF HEALTH AND SAFETY PRACTITIONERS

When on site for more than two weeks the following shall apply:

- one trained Health and Safety Representative for every 10 employees or part thereof;
- one Health and Safety Officer for every 50 persons on site or part thereof. Part time Health and Safety Officers shall be allowed based on the risk profile and the type of work to be done – this shall be negotiated;

Health and Safety Specification

- one first aider trained to Level 2 per team of workers. The size of the team of workers shall be determined by the risk exposure and the nature of the work.

3.4.2 COMPETENCY REQUIREMENTS OF KEY PERSONNEL

Curriculum Vitae, training certificates and proof of experience of key Health and Safety Personnel shall be submitted with the Health and Safety Plan.

Health and Safety Competency assessments may be conducted by The Employer on Health and Safety practitioners before site establishment.

The training requirements of key health and safety personnel shall include, but will not be limited to, the following:

3.4.3 CONSTRUCTION MANAGER (C.R 8.1 APPOINTEE)

- a) Three years applicable experience in construction management
- b) Risk Assessment training
- c) Incident investigation and root cause analysis
- d) Occupational Health and Safety Act orientation course
- e) Training in the Construction Regulations

3.4.4 HEALTH AND SAFETY OFFICER (C.R 8.6 APPOINTEE)

- a) Three years applicable experience in managing construction health and safety.
- b) Health & Safety Risk Management
- c) Risk Assessment training
- d) Incident investigation and root cause analysis
- e) OHS Act orientation course
- f) Training in the Construction Regulations
- g) Emergency Preparedness coordination training and experience

3.4.5 CONSTRUCTION SUPERVISOR (C.R 8.7 APPOINTEE)

- a) Attended an accredited supervisors health and safety course
- b) Risk Assessment training
- c) Incident investigation training
- d) Root cause analysis training
- e) Introduction to the OHS Act

3.4.6 HEALTH AND SAFETY REPRESENTATIVES

- a) Accredited Health and Safety Representative Training
- b) Hazard identification and Risk assessment
- c) General health and safety training

Health and Safety Specification

3.5. EQUIPMENT

Control of equipment:

All equipment shall be strictly controlled throughout the project if any equipment is lost or stolen it shall be reported immediately to the site supervisor

Checklists:

All equipment and facilities that will be used on site by the contractor shall be listed on a register. Inspections shall be conducted at least once a month as a minimum requirement.

3.6. SAFETY AND HEALTH COMMUNICATION

All contractual safety and health communication shall be in writing between the contractor and the Engineer.

Safety and Health meetings will be held on a monthly basis. It is compulsory for all contractors' safety representatives to attend these meetings.

Regular in-house safety communication must be conducted by means of:

- Daily Toolbox talks
- Meetings

3.7. PPE

Were required personnel protective equipment is compulsory, any employee that does not wear his / her PPE will be escorted from site and will not be allowed to enter the premises before a disciplinary hearing has been conducted. A copy of this disciplinary hearing and sanctions must be forwarded to the Engineer for information / comments.

3.8. WEATHER CONDITIONS

During any adverse change in weather conditions such as heavy rain, hail storms, thunderstorms and strong winds work may be stopped by the site supervisor. He shall inform all employees of the eminent dangers.

Once the weather changes back to normal, a risk assessment must be conducted before any work may commence again.

3.9. NOTICE BOARDS AND SIGNAGE

Each contractor shall display the necessary notices and signs.

The following information needs to be clearly displayed:

- No unauthorized persons
- No access
- Emergency contact details

Health and Safety Specification

3.10. SITE SAFETY AND HEALTH AUDITS

The appointed safety manager of the Engineer will conduct monthly site audits to ascertain that the safety and health file complies with legislation and safety specifications. Any deviations found are required to be rectified within 2 days after discovery.

The contractor must forward the corrective actions to the Engineer for approval or comments.

It remains the right of the Engineer to stop any contractor work when any safety transgressions occur or the safety and health file does not comply with the OHS Act 85 of 1993 – Construction Regulation requirements.

Should a contractor's work be stopped or delayed due to the non- conformance, costs incurred will be for the contractor's account.

Records of these audits shall be forwarded to the contractor and shall be filed on site in the contractor's safety file for reference purposes.

3.11. SECURITY CLEARANCE

It is the contractor's responsibility to ensure that their employees are subjected to security clearance before they are allowed to enter the premises to work.

3.12. TASK OBSERVATIONS

The contractor's site supervisor shall conduct regular task observations on employees.

It is compulsory that task job observations are conducted on a regular basis on employees during all stages of a project.

3.13. DISABLING INJURY FREQUENCY RATE (DIFR'S)

The Contractor shall ensure that injury and incident records versus man hours are filed in the safety file and submitted to the Engineer monthly on a specified date. These include all near hits, first aid, medical treatment and disabling lost time cases.

All documents shall be made available on site for inspection by the Department of Labour Inspectors as well as client as required by the Occupational Health and Safety Act, 85 of 1993.

3.14. ACCIDENT AND INCIDENT REPORTING AND INVESTIGATION

Should an accident investigation be required the contractor shall appoint a competent person in writing to conduct the said investigation.

The contractor shall ensure that the results of all investigations are communicated to the employees by means of incident recall discussions at prescribed communication sessions and/or meetings.

The contractor shall ensure that the investigations are kept for record purposes in accordance with the prescribed requirements set out in the OHSA.

Health and Safety Specification

If an incident/accident does occur, the contractor shall notify the Engineer within 24-hours of the occurrence.

The Engineer reserves the right to participate in all investigations into accidents or incidents.

3.15. TRANSPORTATION

Safe vehicular transport shall be provided by the contractor for his personnel working on the project to the workplace. This shall include adequate seating, side restraints and covers.

Road safety principles shall be adhered to on and off site.

No employees shall be permitted to be transported at the back of a loaded open pick-up (bakkie).

3.16. CONSTRUCTION VEHICLES

No vehicle shall be allowed to enter the premises without the relevant roadworthy certificate

Service and maintenance of the vehicles shall be of a high standard at all times, no oil leaks, faulty exhausts or unsafe loads shall be allowed on site.

Pre-start up inspections on all motorized equipment shall be conducted on a daily basis via a checklist. Deviations found shall be rectified and recorded.

3.17. FIRE FIGHTING EQUIPMENT

The Contractor shall ensure that adequate fighting equipment is available on site complies with the following:

- Extinguishers shall be placed in positions to ensure fast and easy access is maintained at all times.
- Placement of all extinguishers shall be depicted with the required pictograms.
- Extinguishers shall be serviced once annually, and after discharge or visible signs of depressurizations.
- The contractor shall ensure all employees are adequately trained in the safe use of the extinguishers.
- The contractor shall ensure a person is appointed to inspect the extinguishers on a monthly basis and the results of which are to be entered into a register designed for that purpose

3.18. SCAFFOLDING / WORKING AT HEIGHTS / FALL PROTECTION

Work involving scaffolding and work at heights shall comply with the requirements set out in the Construction regulations 2003 pertaining to these activities with reference to the SABS 085 code of practice. Fall protection planning shall be done in conjunction with the risk assessment process.

All scaffolds shall be erected under the control of a person trained and appointed to conduct such scaffold erection.

3.19. LIFTING MACHINERY AND TACKLE

The contractor shall ensure that the use of Lifting Machinery and Tackle is done in accordance with the requirements of the Regulations, which include but is not limited to the following:

- Lifting machinery and tackle to be used on site shall be marked with the Maximum Mass Load (MML), which is the safe limit in which the equipment may be used.
- Inspections on Lifting Machines and Lifting Tackle shall be inspected once per month on the register provided and the findings recorded.
- Daily pre-start checks shall also be conducted on all Lifting Machinery and Tackle.
- Records shall be kept of all lifting machinery and tackle inspections and Load Tests.
- Load tests shall be conducted a minimum of once per annum, and a certificate of compliance shall be kept on record.
- A valid logbook shall be maintained for all lifting machinery, which will comply with a minimum six-monthly service and maintenance.
- Lifting machinery shall be operated under supervision at all times with a trained bank's man who shall inspect all tackle before each lift.
- All lifting equipment operators shall be trained once every two years and a copy of such training shall be attached to the appointment, which is to be made on site.
- The Operators shall be tested for medical fitness.

3.20. LADDERS AND LADDER WORK

The following requirements shall be complied with regarding Ladders and Ladder work:

- Ladders shall be clearly numbered, and inspected on the register provided.
- A competent person shall be identified and appointed as the ladder inspector.
- Wooden ladders shall be straight grained, unpainted to allow for proper inspection of the grain for cracking.
- Ladders shall be secured at the top and chocked at the base to prevent slipping.
- Where chocking of the base is not possible, then the user shall ensure that the ladder is held in position by another employee when ascending the ladder.
- Ladders shall be inspected a minimum once per month by the person appointed as the ladder inspector.
- Proper storage shall be provided for all ladders when not in use.

3.21. LIGHTING AND POWER (SITE CONTAINERS AND OFFICES)

The contractor shall ensure lighting circuits and power circuits are fitted with suitable earth leakage in accordance with the legislation, which will include the following activities:

- Earth leakage system will be tested monthly.
- Malfunctions shall be repaired immediately or replaced.
- Lighting shall be so positioned as not to interfere with construction activities.

3.22. VESSELS UNDER PRESSURE (VuP) OR GAS BOTTLES

The contractor shall ensure they comply at all times with the requirements of Vessels under Pressure Regulations, with specific reference to the following but not limited to:

- Ensuring all Equipment owned and hired-in Vessels under pressure, comply with the 36-month pressure vessel inspection, and a certificate of testing is available on site.
- Ensuring that all personnel who shall use this equipment are competent and trained.
- Ensuring the users of this equipment is issued with the required PPE.
- Gas bottles must be chained and standing in an upright position.

3.23. PORTABLE ELECTRICAL TOOLS / EXPLOSIVE POWER TOOLS

The contractor shall ensure the following procedure is adhered to regarding Portable Electrical Tools and Explosive Powered tools but not limited to:

- Minimum compliance with legislation.
- Only competent persons shall be permitted to conduct routine and monthly inspections on the equipment.
- Persons competent to inspect the equipment shall be appointed in writing.
- Persons who are trained to operate such equipment shall be appointed and shall be the only authorised person to operate the equipment.
- The Site supervisor shall ensure operation of the equipment is in accordance with the approved Risk Assessment and Safe Working Procedure set out.
- All users shall undergo regular awareness training to ensure compliance.

3.24. EXCAVATIONS

Excavation work exceeding the specified depth as stipulated in the OHSA regulations, shall comply with the following requirements:

- The excavations are inspected before the shift starts, after heavy rain (inclement weather) and after any major condition which may affect the excavations stability and the findings are to be recorded and kept;
- All excavations regardless of the depth shall be adequately barricaded to prevent persons falling into the excavation;
- The safe working procedure shall be communicated to all employees who may be effected by the work; and
- The safe working procedures shall be enforced and maintained by the appointed excavation supervisor at all times.
- For high-risk activities, all personnel working in the excavation shall be attached by means of a lifeline.
- Material excavated shall be removed from the point of excavation.
- Ensure stability of adjoining structures.

3.25. FACILITIES FOR SAFE KEEPING / EATING AREAS

The contractor shall ensure that adequate safe keeping and eating facilities are provided for the personnel on site.

Health and Safety Specification

Waste bins shall be strategically placed and cleared regularly.

3.26. FIRST AID BOX AND CONTENTS

All Contractors with more than 5 employees shall supply their own first aid box. Contractors with more than 10 employees shall have a trained, certified first aider on site at all times.

The First Aid attendant shall be trained in accordance with the requirements set out in the OHSA.

Proof of training attended (certificate) shall be attached to the written acceptance of appointment.

The contents of the first aid boxes must be monitored. Inspections must be recorded on the register to ascertain that the contents is valid and has not reached the expiry date.

3.27. SAFETY AND HEALTH NON-CONFORMANCES

Non-compliance with the safety specifications can result in work stoppage and possible expulsion from site until the problem has been remedied including costs.

4. ENVIRONMENTAL REQUIREMENTS - SYSTEMS

4.1. MATERIAL SAFETY DATA SHEETS (MSDS)

Any hazardous chemicals that are used on site shall have an updated 16 point material safety data sheet.

The contractor shall ensure that the required training and information regarding the use and storage of HCS is provided, and that the use and storage of HCS is carried out as prescribed by the HCS Regulations.

The first aider shall be made aware of the MSDS and how to treat HCS incidents appropriately.

4.2. MATERIAL SAFETY DATA SHEETS (MSDS)

The storage facility must comply but is not limited to the following:

- Adequate ventilation must be available
- Spill control
- Adequately identifiable

Weekly inspections need to be conducted to ensure that the facility complies with legislation.

4.3. MATERIAL SAFETY DATA SHEETS (MSDS)

The contractor shall clearly indicate his procedure for the removal of waste.

Removal of any hazardous waste shall be carried out as set out in the relevant legislation.

Health and Safety Specification

4.4. EMP

This is not an Environmental Management Plan – refer to separate documentation (Environmental Management Plan) for detail Environmental Requirements.

C4.5. GENERIC ENVIRONMENTAL MANAGEMENT PLAN

C4 SITE INFORMATION

**ENVIRONMENTAL
MANAGEMENT PLAN**

**REQUIREMENTS RELATED TO
CONSTRUCTION WORK**

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Abbreviations

CA	Competent Authority
CE	Consulting Engineer(s)
CEO	Contractors Environmental Officer
DEO	Developer Environmental Officer
DPM	Developer Project Manager
DSS	Developer Site Supervisor
EAP	Environmental Assessment Practitioner
ECO	Environmental Control Officer
EMPr	Environmental Management Programme
EO	Environmental Officer
ERAP	Emergency Response Action Plan
FPA	Fire Protection Agency
GNR	Government Notice Regulation
HCS	Hazardous Chemical Substance
I&AP	Interested & Affected Parties
MSDS	Material Safety Data Sheet
NEM: AQA	National Environmental Management Air Quality Act, 2004 (Act No. 39 of 2004)
NEMA	National Environmental Management Act, 1998 (Act No. 107 of 1998)
NWA	National Water Act, 1998 (Act No. 36 of 1998)
PM	Project Manager
SAHRA	South African Heritage Resource Agency

Definitions

Aspect	Element of an organisation's activities, products or services that can interact with the environment.
Clearing	The clearing and removal of vegetation, whether partially or in whole, including trees and shrubs, as specified.
Construction camp	The area designated for key construction infrastructure and services, including but not limited to offices, overnight vehicle parking areas, stores, the workshop, stockpile and lay down areas, hazardous storage areas (including fuels), the batching plant (if one is located at the construction camp), designated access routes, equipment cleaning areas and the placement of staff accommodation, cooking and ablution facilities, waste and wastewater management;
Construction Waste	Construction waste means waste, excluding hazardous waste, produced during the construction, alteration, repair or demolition of any structure, and includes rubble, earth, rock and wood displaced during that construction, alteration, repair or demolition.

Contractor	The Contractor has overall responsibility for ensuring that all work, activities, and actions linked to the delivery of the contract, are in line with the Environmental Management Programme and that Method Statements are implemented as described.
Environment	Our surroundings, including living and non-living elements, e.g. land, soil, plants, animals, air, water and humans. The environment also refers to our social and economic surroundings, and our effect on our surroundings.
Environmental Impact	A change to the environment, whether negative or positive, resulting from an organisation's activities, products or services.
General Waste	General waste means waste, excluding hazardous waste, that emanates from premises that are used wholly or mainly for residential, educational, health care, sport or recreational purposes.
Hazardous Substances	A substance governed by the Hazardous Substances Act, 1973 (Act No. 15 of 1973) as well as the Hazardous Chemical and Substances Regulations, 1995.
Hazardous Waste	Hazardous waste means any waste that contains organic or inorganic elements or compounds that may, owing to the inherent physical, chemical or toxicological characteristics of that waste have a detrimental impact on health and the environment.
Impact	A description of the potential effect or consequence of an aspect of the project on the environment or people surrounding the project area.
Method statement	<p>A written submission by the Contractor to the Project Manager in response to this EMP or a request by the Project Manager and ECO. The Method Statement must set out the equipment, materials, labour and method(s) the Contractor proposes using to carry out an activity identified by the Project Manager when requesting the Method Statement. This must be done in such detail that the Project Manager and ECO is able to assess whether the Contractor's proposal is in accordance with this specification and/or will produce results in accordance with this specification:</p> <p>The Method Statement shall cover applicable details with regard to:</p> <ul style="list-style-type: none"> (i) Construction procedures; (ii) Plant, materials and equipment to be used ; (iii) Transporting the equipment to and from site ; (iv) How the plant/ material/ equipment will be moved while on site ; (v) How and where the plant/ material/ equipment will be stored ; (vi) The containment (or action to be taken if containment is not possible) of leaks or spills of any liquid or material that may occur; (vii) Timing and location of activities; (viii) Compliance / non-compliance ; and (ix) Any other information deemed necessary by the Project Manager.
Mitigation	Measures or actions designed to avoid or reduce the negative impacts on the environment.
Slope	The inclination of a surface expressed as one unit of rise or fall for so many horizontal units.
Solid Waste	All solid waste, including construction debris, hazardous waste, excess cement/ concrete, wrapping materials, timber, cans, drums, wire, nails, food and domestic waste (e.g. plastic packets and wrappers).
Spoil	Excavated material which is unsuitable for use as material in the construction works or is material which is surplus to the requirements of the construction works.

Topsoil	A varying depth (up to 300 mm) of the soil profile irrespective of the fertility, appearance, structure, agricultural potential, fertility and composition of the soil.
Works	The works to be executed in terms of the Contract.

1. Introduction

1.1 Background

Ecosphere has compiled this EMPr for Consulting Engineers to manage the way their activities may impact the environment. The Consulting Engineer is committed towards environmental conscientiousness and this EMPr will also serve as a guideline to all subcontractors with regards to environmental management.

The National Environmental Management Act 107 of 1998 (NEMA) requires that an environmental management programme (EMPr) be submitted where an environmental impact assessment (EIA) has been identified as the environmental instrument to be utilised as the basis for a decision on an application for environmental authorisation (EA). The content of an EMPr must either contain the information set out in Appendix 4 of the EIA Regulations, 2014, or must be a generic EMPr relevant to an application as identified and gazetted by the Minister in a government notice. Once the Minister has identified, through a government notice that a generic EMPr is relevant to an application for EA, that generic EMPr must be applied by all parties involved in the EA process, including but not limited to the applicant and the competent authority (CA).

1.2 Purpose

This Environmental Management Programme is relevant to applications for the development or expansion for overhead electricity transmission and distribution infrastructure, and all listed and specified activities necessary for the realisation of such infrastructure.

1.3 Objectives

The objective of this EMPr is to prescribe and pre-approve generally accepted impact management outcomes and actions which can commonly and repeatedly be used for the avoidance, management and mitigation of impacts and risks associated with the development or expansion for overhead electricity transmission and distribution infrastructure.

This EMP is compiled using the following principles to strive towards a more sustainable and effective development:

1. **Continuous improvement:** The EMP must be continually reviewed and improved upon to enhance the environmental management.
2. **Wide level of commitment:** For the EMP to be successful and effective, commitment from all management levels as well as the workforce are required.
3. **Responsive and flexible:** The EMP is a "living" document, which has to respond to problems and incidents during the project lifespan. Therefore regular review and revision of the EMP is required.

4. **Integration across operations:** The integration of the different operations (safety, health and environmental departments) within the EMP should be done to ensure that the environmental management are seen as a single domain.
5. **Legislation:** It is important that management personnel be aware that certain activities during the construction phase will require further licensing or environmental approval. The ECO must therefore be consulted on a regular basis during this phase.

The objectives of an EMPr are to:

- Ensure compliance with regulatory authority stipulations and guidelines;
- Ensure compliance with relevant legislation;
- Identify a range of mitigation measures which could reduce and mitigate the potential impacts to minimal or insignificant levels; and
- Identify measures that could optimize beneficial impacts.

The EMPr focuses on the following:

- Avoiding potential negative impacts;
- Mitigation of negative impacts to a minimal or insignificant levels;
- Minimising the negative impacts on the environment; and
- Monitoring and management of the impacts on the environment as a result of the development.

1.4 Scope

The scope of this EMPr applies to the development or expansion of overhead electricity transmission and distribution infrastructure.

The EMP will address issues related to the following activities:

- The construction of overhead lines (11 -132kV);
- Underground cable works;
- Refurbishments of old substations;
- Construction and/or expansion of new substation;
- Electrical maintenance work;
- Building electrical installations;
- Industrial electrical installations;
- Electrical installations;

Engineer Procure and Construction project.

Applicable Voltages (SANS 1019-2001):
Low Voltage (Less than 1000V)
Medium Voltage (2.2kV, 3.3kV, 6.6kV, 11kV; 22kV;
33kV) Sub-transmission (44kV; 66kV; 88kV; 132kV)

2. Details of the Author

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3. Applicable legislation

The following legislation was taken into consideration during the preparation of the EMP:

Conservation of Agricultural Resources Act (Act No. 43 of 1983). Government Notice No. 2687. Government Gazette: Pretoria.
Department of Environmental Affairs and Tourism (DEAT) (2004): Integrated Environmental Management Information Series. Department of Environmental Affairs and Tourism (DEAT): Pretoria.
Environmental Impact Assessment Regulations (Government Notice No. R. 982 of 2014). List of Activities and Competent Authorities (Government Notice No. R. 983 of 2014).
List of Activities and Competent Authorities (Government Notice No. R. 984 of 2014).
National Environment Conservation Act (Act No. 73 of 1989). Government Gazette: Pretoria.
National Environment Management: Waste Act (Act No. 59 of 2008). Government Notice No. 32000. Government Gazette: Pretoria.
National Environmental Management Act (Act No. 107 of 1998). Government Notice No. 19519. Government Gazette: Pretoria.
National Environmental Management Laws Act (Act No. 14 of 2013). Government Notice No. 36703. Government Gazette: Pretoria.
National Environmental Management: Biodiversity Act (Act No. 10 of 2004). Government Notice No. 26436. Government Gazette: Pretoria.
National Environmental Management: Protected Areas Act (Act No. 57 of 2003). Government Notice No. 26025. Government Gazette: Pretoria.
National Heritage Resources Act (Act No. 25 of 1999). Government Notice No. 19974. Government Gazette: Pretoria.
National Water Act (Act No. 36 of 1998). Government Notice No. 19182. Government Gazette: Pretoria.
Spatial Planning and Land Use Management Act (Act No. 16 of 2013). Government Notice No. 559 of 2013.
The Constitution of the Republic of South Africa (Act No. 108 of 1996).

4. Roles and responsibilities

The effective implementation of this EMPr is dependent on established and clear roles, responsibilities and reporting lines within an institutional framework. The table below provides guidance to the various environmental roles and reporting lines.

Function	Role and Responsibilities
Developer's Project Manager (DPM)	<p>The Project Developer is accountable for ensuring compliance with the EMPr and any conditions of approval from the competent authority (CA). An independent environmental control officer (ECO) must be contracted by the Project Developer to objectively monitor the implementation of the EMPr according to relevant environmental legislation, and the conditions of environmental authorization [EA]. The Project Developer is further responsible for providing and giving mandate to enable the ECO to perform responsibilities, and he must ensure that the ECO is integrated as part of the project team while remaining independent.</p> <p>Responsibilities:</p> <ul style="list-style-type: none"> - Be fully conversant with the conditions of the EA; - Ensure that all stipulations within the EMPr are communicated and adhered to by the Developer and its Contractor(s); - Monitor the implementation of the EMPr throughout the project by means of site inspections and meetings. Overall management of the project and EMPr implementation; and - Ensure that periodic environmental performance audits are undertaken on the project implementation.
Developer Site Supervisor (DSS)	<p>The DSS reports directly to the DPM, oversees site works, liaises with the contractor(s) and the ECO. The DSS is responsible for the day to day implementation of the EMPr and for ensuring the compliance of all contractors with the conditions and requirements stipulated in the EMPr.</p> <p>Responsibilities:</p> <ul style="list-style-type: none"> - Ensure that all contractors identify a contractor's Environmental Officer (cEO); - Must be fully conversant with the conditions of the EA. Oversees site works, liaison with Contractor, DPM and ECO; - Must ensure that all landowners have the relevant contact details of the site staff, ECO and cEO; - Will issue all non-compliances to contractors; and - Ratify the Monthly Environmental Report.
Environmental Control Officer (ECO)	<p>The ECO should be employed by the developer for the duration of the project. The ECO should have appropriate training and experience in the implementation of environmental management specifications. The primary role of the ECO is to act as an independent quality controller and monitoring agent regarding all environmental concerns and associated environmental impacts. In this respect, the ECO is to conduct periodic site inspections, attend regular site meetings, pre-empt problems and suggest mitigation and be available to advise on incidental issues that arise. The ECO is also required to conduct compliance audits, verifying the monitoring reports submitted by the cEO. The ECO provides feedback to the DSS and Project Manager regarding all environmental matters. The Contractor, cEO and dEO are answerable to the Environmental Control Officer for non-compliance with the Performance Specifications as set out in the EA and EMPr.</p> <p>The ECO provides feedback to the DSS and Project Manager, who in turn reports back to the Implementing Agent and potential and Registered Interested & Affected Parties (RI&AP's), as required. Issues of non-compliance raised by the ECO must be taken up by</p>

	<p>the Project Manager, and resolved with the Contractor as per the conditions of his contract. Decisions regarding environmental procedures, specifications and requirements which have a cost implication (i.e. those that are deemed to be a variation, not allowed for in the Performance Specification) must be endorsed by the Project Manager.</p> <p>The ECO must also, as specified by the EA, report to the relevant CA as and when required.</p> <p>Responsibilities:</p> <ul style="list-style-type: none"> - Be aware of the findings and conclusions of all EA related to the development; - Be familiar with the recommendations and mitigation measures of this EMPr; - Be conversant with relevant environmental legislation, policies and procedures, and ensure compliance with them; - Undertake regular and comprehensive site inspections/ audits of the construction site according to the generic EMPr and applicable licenses in order to monitor compliance as required; - Educate the construction team about the management measures contained in the EMPr and environmental licenses; - Compilation and administration of an environmental monitoring plan to ensure that the environmental management measures are implemented and are effective; - Monitoring the performance of the Contractors and ensuring compliance with the EMPr and associated Method Statements; - In consultation with the Developer Site Supervisor order the removal of person(s) and/or equipment which are in contravention of the specifications of the EMPr and/or environmental licenses; - Liaison between the DPM, Contractors, authorities and other lead stakeholders on all environmental concerns; - Issuing of site instructions to the Contractor for corrective actions required; - Compile a regular environmental audit report highlighting any non-compliance issues as well as 'Satisfactory or exceptional compliance with the EMPr ; - Validating the regular site inspection reports, which are to be prepared by the contractor Environmental Officer (cEO); - Checking the cEO' s record of environmental incidents (spills, impacts, legal transgressions etc.) as well as corrective and preventive actions taken; - Checking the cEO' s public complaints register in which all complaints are recorded , as well as action taken; - Assisting in the resolution of conflicts; - facilitate training for all personnel on the site - this may range from carrying out the training, to reviewing the training programmes of the Contractor and/or sub-contractors; - In case of non-compliances, the ECO must first communicate this to the Senior Site Supervisor, who has the power to ensure this matter is addressed. Should no action or insufficient action be taken, the ECO may report this matter to the authorities as non-compliance; - Maintenance, update and review of the EMPr; - Communication of all modifications to the EMPr to the relevant stakeholders.
Developer Environmental Officer (DEO)	<p>The DEOs will report to the Project Manager and are responsible for implementation of the EMPr, environmental monitoring and reporting, providing environmental input to the Project Manager and Contractor's Manager, liaising with contractors and the landowners as well as a range of environmental coordination responsibilities.</p>

Contractor	<p>Responsibilities:</p> <ul style="list-style-type: none"> - Be fully conversant with the EMPr ; - Be familiar with the recommendations and mitigation measures of this EMPr, and implement these measures; - Ensure that all stipulations within the EMPr are communicated and adhered to by the Employees, Contractor(s) and its sub-contractor(s); - Confine the development site to the demarcated area; - Conduct environmental internal audits with regards to EMPr and authorisation compliance (on cEO); - Assist the contractors in addressing environmental challenges on site; - Assist in incident management; - Reporting environmental incidents to developer and ensuring that corrective action is taken, and lessons learnt shared; - Assist the contractor in investigating environmental incidents and compile investigation reports; - Follow-up on pre-warnings, defects, non-conformance reports; - Measure and communicate environmental performance to the Contractor; - Conduct environmental awareness training on site together with ECO and cEO; - Ensure that the necessary legal permits and / or licenses are in place and up to date; - Acting as Developer's Environmental Representative on site and work together with the ECO and contractor; - Audit carried out by an independent auditor/consultant.
	<p>The Contractor appoints the cEO and has overall responsibility for ensuring that all work, activities, and actions linked to the delivery of the contract are in line with the EMPr and that Method Statements are implemented as described. External contractors must ensure compliance with this EMPr while performing the onsite activities as per their contract with the Project Developer. The contractors are required, where specified, to provide Method Statements setting out in detail how the management actions contained in the EMPr will be implemented during the development or expansion for overhead electricity transmission and distribution infrastructure activities.</p> <p>Responsibilities</p> <ul style="list-style-type: none"> - Project delivery and quality control for the development services as per appointment; - Employ a suitably qualified person to monitor and report to the Project Developer's appointed person on the daily activities on-site during the construction period; - Ensure that safe, environmentally acceptable working methods and practices are implemented and that equipment is properly operated and maintained, to facilitate proper access and enable any operation to be carried out safely; - Attend on site meeting(s) prior to the commencement of activities to confirm the procedure and designated activity zones; - Ensure that contractors' staff (or sub-contractors) repairs, at their own cost, any environmental damage as a result of a contravention of the specifications contained in EMPr, to the satisfaction of the ECO.
contractor Environmental Officer (cEO)	<p>Each Contractor affected by the EMPr should appoint a CEO, who is responsible for the on-site implementation of the EMPr (or relevant sections of the EMPr). The Contractor's representative can be the site agent; site engineer; a dedicated environmental officer; or an independent consultant. The Contractor must ensure that the Contractor's Representative is suitably qualified to perform the necessary tasks and is appointed at a level such that she/he can interact effectively with other site Contractors, labourers, the Environmental Control</p>

	<p>Officer and the public. As a minimum the cEO shall meet the following criteria:</p> <p>The CEO ensures that all Sub-contractors working under the Contractor abide by the requirements of the generic EMPr. The Contractor is answerable to the Project Manager for all environmental issues associated with the project.</p> <p>Responsibilities:</p> <ul style="list-style-type: none">- Be on site throughout the duration of the project and be dedicated to the project;- Ensure all their staff are aware of the environmental requirements, conditions and constraints with respect to all of their activities on site;- Implementing the environmental conditions, guidelines and requirements as stipulated within the EA, EMPr and Method Statements;- Attend the Environmental Site Meeting;- Undertaking corrective actions where non-compliances are registered within the stipulated timeframes;- Report back formally on the completion of corrective actions; Assist the ECO in maintaining all the site documentation;- Prepare the site inspection reports and corrective action reports for submission to the ECO; Assist the ECO with the preparing of the monthly report; and- Where more than one Contractor is undertaking work on site, each company appointed as a Contractor will appoint a cEO representing that company.
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5. Impact Management outcomes and actions

5.1. Environmental Awareness Training

Impact management outcome: All onsite staff are aware and understands the individual responsibilities in terms of this EMPr.						
Impact Management Actions	Implementation			Monitoring		
	Responsible person	Method of implementation	Timeframe for Implementation	Responsible person	Frequency	Evidence of compliance
<ul style="list-style-type: none"> - All staff must receive environmental awareness training prior to commencement of the activities; - The Contractor must allow for sufficient sessions to train all personnel with no more than 20 personnel attending each course; - Refresher environmental awareness training is available as and when required; - All staff are aware of the conditions and controls linked to the EA and within the EMPr and made aware of their individual roles and responsibilities in achieving compliance with the EA and EMPr; - The Contractor must erect and maintain information posters at key locations on site; - Environmental awareness training should include as a minimum the following: <ul style="list-style-type: none"> a) Description of significant environmental impacts, actual or potential, related to their work activities; b) Mitigation measures to be implemented when carrying out specific activities; c) Emergency preparedness and response procedures; d) Emergency procedures; e) Procedures to be followed when working near or within sensitive areas; f) Wastewater management procedures; g) Water usage and conservation; h) Solid waste management procedures; i) Sanitation procedures; and j) Disease prevention. - A record of all environmental awareness training courses undertaken as part of the EMPr must be available; - Educate workers on the dangers of open and/or unattended fires; - A staff attendance register of all staff to have received environmental awareness training must be available. 	Client	The training will be done through a qualified environmental person via a visual and audible presentation.	Prior to the commencement of the activity. On a monthly basis during construction.	Client	Monthly	Attendance registers and training records.

- Course material must be available and presented in appropriate languages.						
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5.2. Site Establishment development

Impact management outcome: Impacts on the environment are minimized when developing new infrastructure and the development footprint are kept to demarcated development area.						
Impact Management Actions	Implementation			Monitoring		
	Responsible person	Method of implementation	Timeframe for Implementation	Responsible person	Frequency	Evidence of compliance
<ul style="list-style-type: none"> - A method statement must be provided by the contractor prior to any onsite activity that includes the layout of the construction camp in the form of a plan showing the location of key infrastructure and services (where applicable), including but not limited to offices, overnight vehicle parking areas, stores, the workshop, stockpile and lay down areas, hazardous materials storage areas (including fuels), the batching plant (if one is located at the construction camp), designated access routes, equipment cleaning areas and the placement of staff accommodation, cooking and ablution facilities, waste and wastewater management; - Location of camps must be within approved area to ensure that the site does not impact on sensitive areas identified in the environmental assessment or site walk through; - Sites should be located where possible on previously disturbed areas; - The camp must be fenced in accordance with Section 5.5: - Fencing and gate installation; and - The use of existing accommodation for contractor staff, where possible, is encouraged. 	Client	Approved method statements.	Prior to the commencement of construction and maintenance works.	Client	Prior to the commencement of the construction or maintenance works. As and when required.	Record keeping of signed method statements.

5.3. No-Go areas

Impact management outcome: Access to No go areas prevented.						
Impact Management Actions	Implementation			Monitoring		
	Responsible person	Method of implementation	Timeframe for Implementation	Responsible person	Frequency	Evidence of compliance
<ul style="list-style-type: none"> - Identification of No-Go areas is to be informed by the environmental assessment, site walk through and any additional areas identified during development; - Erect, demarcate and maintain a temporary fence around the perimeter of any No-Go area; 	Contractor	Erecting fences and banners. The no-go areas will be included in the	Prior to the commencement of construction, during site preparation to prevent access.	Contractor	Weekly	Training records.

<ul style="list-style-type: none"> - Fencing of No-Go areas is to be undertaken in accordance with Section 5.5: Fencing and gate installation; and - Unauthorized access and development related activity inside No-Go areas is prohibited. 		environmental awareness training.	Prior to the commencement of maintenance works.			
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5.4. Access roads

Impact management outcome: Minimize impact to the environment through the planned and restricted movement of vehicles on site.						
Impact Management Actions	Implementation			Monitoring		
	Responsible person	Method of implementation	Timeframe for Implementation	Responsible person	Frequency	Evidence of compliance
<ul style="list-style-type: none"> - Access to the servitude and tower positions must be negotiated with the relevant landowner and must fall within the assessed and authorized area; - An access agreement must be formalized and signed by the DPM, Contractor and landowner before commencing with the activities; - The access roads to tower positions must be signposted after access has been negotiated and before the commencement of the activities; - Any access route deviation from that in the written agreement must be closed and re-vegetated immediately, at the contractor's expense; - Maximum use of both existing servitudes and existing roads must be made; - In circumstances where private roads must be used, the condition of the said roads must be recorded in accordance with section 6.9: photographic record; prior to use and the condition thereof agreed by the landowner, the DPM, and the contractor; - All private roads used for access to the servitude must be maintained and upon completion of the works, be left in at least the original condition. As far as possible, access roads must follow the contours in hilly areas, as opposed to winding down steep slopes; - Access is to be established by vehicles passing over the same track on natural ground, multiple tracks are not permitted. - Access roads must only be developed where necessary at watercourses, on steep slopes or where boulders prohibit vehicular traffic; and - Upon completion of development, only roads as indicated by the DPM must be closed. 	Contractor	<p>Determine prior to the commencement of construction the roads and servitudes to be used.</p> <p>Identify which roads or access will be used as the project proceeds to make arrangements.</p>	Prior to the commencement of construction.	Contractor	Weekly	Photographic record prior to use.

5.5. Fencing and Gate installation

Impact management outcome: To minimize Impact to the environment and ensure safe and controlled access to the site through the erection of fencing and gates where required.						
Impact Management Actions	Implementation			Monitoring		
	Responsible person	Method of implementation	Timeframe for Implementation	Responsible person	Frequency	Evidence of compliance
<ul style="list-style-type: none"> - Use existing gates provided to gain access to all parts of the defined Working Area , where possible; - Existing and new gates to be recorded and documented in accordance with section 6.9: photographic record; - All gates must be fitted with locks and be kept locked at all times during the development phase, unless otherwise agreed with the landowner; - At points where the line crosses a fence in which there is no suitable gate within the extent of the line servitude, on the instruction of the DPM, a gate must be installed at the approval of the landowner; - Care must be taken that the gates must be so erected that there is a gap of no more than 100 mm between the bottom of the gate and the ground; - Where gates are installed in jackal proof fencing, a suitable reinforced concrete sill must be provided beneath the gate; - Original tension must be maintained in the fence wires; - All gates installed in electrified fencing must be re-electrified; - All demarcation fencing and barriers must be maintained in good working order for the duration of overhead transmission and distribution electricity infrastructure development activities; - Fencing must be erected around the camp, batching plants, hazardous storage areas, and all designated no-go areas, where applicable; - All fencing must be developed of high quality material bearing the SABS mark; - The use of razor wire as fencing must be avoided; - Fenced areas with gate access must remain locked after hours, during weekends and on holidays if staff is away from site. - Site security will be required at all times; - On completion of the development phase all temporary fences are to be removed; - The contractor must ensure that all fence uprights are appropriately removed, ensuring that no uprights are cut at ground level but rather removed completely. 	Contractor	The overall project areas and other areas requiring demarcation and fencing must be discussed prior to the commencement of construction.	Prior to the commencement of construction.	Contractor	Monthly As and when required.	Record keeping of the integrity of all fences and gates.

5.6. Water Supply Management

Impact management outcome: Undertake responsible water usage.						
Impact Management Actions	Implementation			Monitoring		
	Responsible person	Method of implementation	Timeframe for Implementation	Responsible person	Frequency	Evidence of compliance
<ul style="list-style-type: none"> - All abstraction points or bore holes must be registered with the DWS and suitable water meters installed to ensure that the abstracted volumes are measured on a daily basis; - Should water abstraction be required and the necessary authorisation from DWS and permission from the landowner has been received, the Contractor must ensure the following: <ul style="list-style-type: none"> a. The vehicle abstracting water from a river does not enter or cross it and does not operate from within the river; b. No damage occurs to the river bed or banks and that the abstraction of water does not entail stream diversion activities; and c. All reasonable measures to limit pollution or sedimentation of the downstream watercourse are implemented. - Ensure water conservation is being practiced by: <ul style="list-style-type: none"> a. Minimizing water use during cleaning of equipment; b. Undertaking regular audits of water systems; and c. Including a discussion on water usage and conservation during environmental awareness training. 	Contractor	<p>Prior to the commencement of construction determine the source of water supply.</p> <p>Ensure all licenses are in order for abstraction from water sources.</p>	Prior to the commencement of construction.	Contractor	Daily	<p>Record keeping of the amounts of water abstracted.</p> <p>Water abstraction log, if required.</p>

5.7. Storm and waste water management

Impact management outcome: Impacts to the environment caused by storm water and wastewater discharges during construction are avoided.						
Impact Management Actions	Implementation			Monitoring		
	Responsible person	Method of implementation	Timeframe for Implementation	Responsible person	Frequency	Evidence of compliance
<ul style="list-style-type: none"> - Appropriate pollution control facilities necessary to prevent discharge of water containing polluting matter or visible suspended materials into watercourses or water bodies must be designed and implemented; - Run off from the cement/ concrete batching areas must be strictly controlled, and contaminated water must be collected, stored and either treated or disposed of off-site, at a 	Contractor	<p>Stormwater Management Plan needs to be implemented.</p> <p>Spillage kits need to be readily available on site.</p>	Prior to the commencement of construction.	Contractor	Weekly	Record keeping of any spills or pollution on site.

<p>location approved by the project manager;</p> <ul style="list-style-type: none"> - All spillage of oil onto concrete surfaces must be controlled by the use of an approved absorbent material and the used absorbent material disposed of at an appropriate waste disposal facility; - Natural storm water runoff not contaminated during the development and clean water can be discharged directly to watercourses and water bodies, subject to the Project Manager's approval and support by the ECO; - Water that has been contaminated with suspended solids, such as soils and silt, may be released into watercourses or water bodies only once all suspended solids have been removed from the water by settling out these solids in settlement ponds. The release of settled water back into the environment must be subject to the Project Manager's approval and support by the ECO. 		<p>All required licenses from DWS for the discharge into a watercourse or waterbody need to be in place.</p>				
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5.8. Solid waste management

Impact management outcome: Wastes are appropriately stored, handled and safely disposed of at a recognized waste facility.						
Impact Management Actions	Implementation			Monitoring		
	Responsible person	Method of implementation	Timeframe for Implementation	Responsible person	Frequency	Evidence of compliance
<ul style="list-style-type: none"> - All measures regarding waste management must be undertaken using an integrated waste management approach; - Sufficient, covered waste collection bins (scavenger and weatherproof) must be provided; - A suitably positioned and clearly demarcated waste collection site must be identified and provided; - The waste collection site must be maintained in a clean and orderly manner; - Waste must be segregated into separate bins and clearly marked for each waste type; - Staff must be trained in waste segregation; - Bins must be emptied regularly; - General waste produced onsite must be disposed of at recognized waste disposal sites/ recycling company; - Hazardous waste must be disposed of at a registered waste disposal site; - Certificates of safe disposal for general, hazardous and recycled waste must be maintained. 	Contractor	<p>Waste collection bins need to be strategically placed and readily available on site.</p> <p>Clearly marked bins must be placed to recycle the waste.</p> <p>Waste must be collected and removed from site on an, as and when required basis.</p>	Prior to commencement of construction, the bins will need to be strategically placed.	Contractor	Weekly	<p>Certificates of safe disposal.</p> <p>Record keeping of when waste is removed from site.</p>

5.9. Protection of watercourses

Impact management outcome: Pollution and contamination of the watercourse environment and erosion are prevented.						
Impact Management Actions	Implementation			Monitoring		
	Responsible person	Method of implementation	Timeframe for Implementation	Responsible person	Frequency	Evidence of compliance
<ul style="list-style-type: none"> - All watercourses must be protected from direct or indirect spills of pollutants such as solid waste, sewage, cement, oils, fuels, chemicals, aggregate tailings, wash and contaminated water or organic material resulting from the Contractor's activities; - In the event of a spill prompt action must be taken to clear the polluted or affected areas; - Where possible, no development equipment must traverse any seasonal or permanent wetland; - Development of permanent watercourse crossing must only be undertaken where no alternative access to tower position is available; - When working in or near any watercourse or wetland, the following environmental controls and consideration must be taken: <ul style="list-style-type: none"> a) River levels during the period of construction; b) During the execution of the Works, appropriate measures to prevent pollution and contamination of the riverine environment must be implemented e.g. including ensuring that construction equipment is well maintained; c) Where earthwork is being undertaken in close proximity to any watercourse, slopes must be stabilized using suitable materials, i.e. sandbags or geotextile fabric, to prevent sand and rock from entering the channel; and d) Appropriate rehabilitation and re-vegetation measures for the river banks must be implemented timeously. In this regard, the banks should be appropriately and incrementally stabilized as soon as development allows. 	Contractor	<p>All required licenses from DWS for the development of water crossings need to be in place before development of such crossings.</p> <p>Demarcation of a buffer zone around all watercourses to prevent access, where possible.</p>	Prior to the commencement of construction.	Contractor	<p>Daily</p> <p>As and when required.</p>	Record keeping of any spills or pollution into the watercourses.

5.10. Vegetation clearing

Impact management outcome: Vegetation clearing is restricted to the authorized development footprint of the proposed infrastructure.						
Impact Management Actions	Implementation			Monitoring		
	Responsible person	Method of implementation	Timeframe for Implementation	Responsible person	Frequency	Evidence of compliance
<p>General:</p> <ul style="list-style-type: none"> - Indigenous vegetation which does not interfere with the development must be left undisturbed; - Protected or endangered species may occur on or near the development site. Special care should be taken not to damage such species; - Search, rescue and replanting of all protected and endangered species likely to be damaged during project development must be identified by the relevant specialist and completed prior to any development or clearing; - Permits for removal must be obtained from the relevant CA prior to the cutting or clearing of the affected species, and they must be filed; - The Environmental Report must confirm that all identified species have been rescued and replanted; - Trees felled due to construction must be monitored and listed in the Audit Environmental Report; - Rivers and watercourses must be kept clear of felled trees, vegetation cuttings and debris; - Only a registered pest control operator may apply herbicides on a commercial basis and commercial application must be carried out under the supervision of a registered pest control operator, supervision of a registered pest control operator or is appropriately trained; - A daily register must be kept of all relevant details of herbicide usage; - All protected species and sensitive vegetation not removed must be clearly marked and such areas fenced off if required in accordance with No-Go procedure in Section 5.3: No-Go areas. When working in or near any watercourse or wetland, the following environmental controls and consideration shall be taken. <p>Servitude:</p> <ul style="list-style-type: none"> - Vegetation that does not grow high enough to cause interference with overhead transmission and distribution infrastructures, or cause a fire hazard to any plantation, should not be cut or trimmed unless it is growing in the road access 	Contractor	<p>All required permits must be obtained from the CA before clearing or cutting of vegetation.</p> <p>All sensitive vegetation needs to be marked and demarcated prior to construction.</p> <p>Maintenance Plan must be implemented.</p>	Prior to the commencement of construction.	Contractor	<p>Weekly</p> <p>As and when required.</p>	<p>Filing of permits from the CA.</p> <p>Report to indicate rescued and replanted species.</p> <p>Record keeping of when herbicide has been sprayed.</p>

<p>area, and then only at the discretion of the Project Manager;</p> <ul style="list-style-type: none"> - Where clearing for access purposes is essential, the maximum width to be cleared within the servitude must be in accordance to the specifications. - Alien invasive vegetation should be removed according to a plan (in line with relevant municipal and provincial procedures, guidelines and recommendations) and disposed of at a recognized waste disposal facility; - Vegetation should be trimmed where it is likely to intrude on the minimum vegetation clearance distance (MVCD) or will intrude on this distance before the next scheduled clearance. MVCD is determined from SANS 10280; - Debris resulting from clearing and pruning must be disposed of at a recognized waste disposal facility, unless the landowners wish to retain the cut vegetation; - In the case of the development of new overhead transmission and distribution infrastructures, a one metre "trace-line" must be cut through the vegetation for stringing purposes only and no vehicle access must be cleared along the "trace-line". Alternative methods of stringing which limit impact to the environment must always be considered. 						
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5.11. Protection of fauna

Impact management outcome: minimize disturbance to fauna.						
Impact Management Actions	Implementation			Monitoring		
	Responsible person	Method of implementation	Timeframe for Implementation	Responsible person	Frequency	Evidence of compliance
<ul style="list-style-type: none"> - No interference with livestock must occur without the landowner's written consent and with the landowner or a person representing the landowner being present; - The breeding sites of raptors and other wild birds species must be taken into consideration during the planning of the development programme; - Breeding sites must be kept intact and disturbance to breeding birds must be avoided. Special care must be taken where nestlings or fledglings are present; - Nesting sites on existing parallel lines must be documented; - Special recommendations of the avian specialist must be adhered to at all times to prevent unnecessary disturbance of birds; - Bird guards and diverters must be installed on the new line as per the recommendations of the specialist; 	Contractor	<p>During the design phase consideration must be given to the breeding sites.</p> <p>Livestock and other animals need to be observed during construction phase to not interfere with the animals.</p> <p>Minimize the fragmentation of habitat for flora, fauna and avifauna.</p>	Prior to the commencement of construction	Contractor	Daily	Incident report must be kept.

- No poaching must be tolerated under any circumstances. All animal dens in close proximity to the works areas must be marked as No-Go areas.						
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5.12. Protection of heritage resources

Impact management outcome: impact to heritage resources is minimised.						
Impact Management Actions	Implementation			Monitoring		
	Responsible person	Method of implementation	Timeframe for Implementation	Responsible person	Frequency	Evidence of compliance
<ul style="list-style-type: none"> - Identify, demarcate and prevent impact to all known sensitive heritage features on site in accordance with the No- Go procedure in Section 5.3: No-Go areas; - Carry out general monitoring of excavations for potential fossils, artefacts and material of heritage importance; - All work must cease immediately, if any human remains and/or at her archaeological, paleontological and historical material are uncovered. Such material, if exposed, must be reported to the nearest museum, archaeologist/ paleontologist (or the South African Police Services), so that a systematic and professional investigation can be undertaken. Sufficient time should be allowed to remove/ collect such material before development recommences. 	Contractor	<p>Inspections during the excavations will provide evidence of heritage resources when encountered.</p> <p>All operations must cease if any material of heritage importance are uncovered.</p>	During the construction phase.	Contractor	Daily	Record keeping of inspections done.

5.13. Safety of the public

Impact management outcome: all precautions are taken where possible to minimize the risk of injury, harm or complaints.						
Impact Management Actions	Implementation			Monitoring		
	Responsible person	Method of implementation	Timeframe for Implementation	Responsible person	Frequency	Evidence of compliance
<ul style="list-style-type: none"> - Identify fire hazards, demarcate and restrict public access to these areas as well as notify the local authority of any potential threats e.g. large brush stockpiles, fuels etc.; - All unattended open excavations must be adequately fenced or demarcated; - Adequate protective measures must be implemented to prevent unauthorized access to and climbing of partly constructed towers and protective scaffolding; - Ensure structures vulnerable to high winds are secured; - Maintain an incidents and complaints register in which all incidents or complaints involving the public are logged. 	Contractor	<p>Adequate demarcation of high risk areas need to be demarcated to prevent access.</p>	<p>Prior to the commencement of construction.</p> <p>During the construction phase, if the conditions on site change.</p>	Contractor	Daily	Record keeping of any incidents.

5.14. Sanitation

Impact management outcome: clean and well maintained toilet facilities are available to all staff in an effort to minimize the risk of disease and impact to the environment.						
Impact Management Actions	Implementation			Monitoring		
	Responsible person	Method of implementation	Timeframe for Implementation	Responsible person	Frequency	Evidence of compliance
<ul style="list-style-type: none"> - Mobile chemical toilets are installed onsite if no other ablation facilities are available; - The use of ablation facilities and or mobile toilets must be used at all times and no indiscriminate use of the veld for the purposes of ablutions must be permitted under any circumstances; - Where mobile chemical toilets are required, the following must be ensured: <ul style="list-style-type: none"> a) Toilets are located no closer than 100 m to any watercourse or water body; b) Toilets are secured to the ground to prevent them from toppling due to wind or any other cause; c) No spillage occurs when the toilets are cleaned or emptied and the contents are managed in accordance with the EMPR; d) Toilets have an external closing mechanism and are closed and secured from the outside when not in use to prevent toilet paper from being blown out; e) Toilets are emptied before long weekends and workers holidays, and must be locked after working hours; f) Toilets are serviced regularly and the ECO must inspect toilets to ensure compliance to health standards; - A copy of the waste disposal certificates must be maintained. 	Contractor	<p>Ensure the adequate amount of ablation facilities is available for the workforce.</p> <p>Ensure the ablation facilities are within reasonable distance from the operations.</p>	Prior to the commencement of construction or on the day the construction commence, the ablation facilities must be available.	Contractor	Daily	Record keeping of the servicing of the toilets.

5.15. Prevention of disease

Impact management outcome: All necessary precautions linked to the spread of disease are taken.						
Impact Management Actions	Implementation			Monitoring		
	Responsible person	Method of implementation	Timeframe for Implementation	Responsible person	Frequency	Evidence of compliance
<ul style="list-style-type: none"> - Undertake environmentally-friendly pest control in the camp area; - Ensure that the workforce is sensitized to the effects of sexually transmitted diseases, especially HIV AIDS; - The Contractor must ensure that information posters on AIDS are displayed in the Contractor Camp area; 	Contractor	<p>Informative brochures will be provided to all personnel.</p> <p>Informative posters</p>	Prior to the commencement of construction the posters will be erected inside the contractor camp.	Contractor	Monthly	Register will be kept and signed when brochure have been received.

<ul style="list-style-type: none"> - Information and education relating to sexually transmitted diseases to be made available to both construction workers and local community, where applicable; - Free condoms will be made available to all staff on site at central points; - Medical support must be made available; - Provide access to Voluntary HIV Testing and Counselling Services. 		will be visual within the contractor camp.				
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5.16. Emergency procedures

Impact management outcome: emergency procedures are in place to enable a rapid and effective response to all types of environmental emergencies.						
Impact Management Actions	Implementation			Monitoring		
	Responsible person	Method of implementation	Timeframe for Implementation	Responsible person	Frequency	Evidence of compliance
<ul style="list-style-type: none"> - Compile an Emergency Response Action Plan (ERAP) prior to the commencement of the proposed project; - The Emergency Plan must deal with accidents, potential spillages and fires in line with relevant legislation; - All staff must be made aware of emergency procedures as part of environmental awareness training; - The relevant local authority must be made aware of a fire as soon as it starts; - In the event of emergency necessary mitigation measures to contain the spill or leak must be implemented (see Hazardous Substances section 5.17). 	Contractor	<p>Emergency Response Action Plan need to be implemented.</p> <p>Emergency procedures need to be discussed in the awareness training.</p>	Prior to the commencement of construction.	Contractor	Monthly	<p>Record keeping of emergency incidents.</p> <p>Attendance registers from awareness training.</p>

5.17. Hazardous substances

Impact management outcome: safe storage, handling, use and disposal of hazardous substances.						
Impact Management Actions	Implementation			Monitoring		
	Responsible person	Method of implementation	Timeframe for Implementation	Responsible person	Frequency	Evidence of compliance
<ul style="list-style-type: none"> - The use and storage of hazardous substances to be minimized and non-hazardous and non-toxic alternatives substituted where possible; - All hazardous substances will be stored in suitable containers as defined in the Method Statement; - Containers will be clearly marked to indicate contents, quantities and safety requirements; - All storage areas will be banded. The banded area will be of 	Contractor	<p>The storage area for hazardous materials needs to be demarcated.</p> <p>All Material Safety Data Sheets (MSDS) need to be</p>	Prior to the commencement of construction.	Contractor	Daily	Record keeping of any incidents.

<p>sufficient capacity to contain a spill / leak from the stored containers;</p> <ul style="list-style-type: none"> - An Alphabetical Hazardous Chemical Substance (HCS) control sheet will be drawn up and kept up to date on a continuous basis; - All hazardous chemicals that will be used on site will have Material Safety Data Sheets (MSDS); - All employees working with HCS will be trained in the safe use of the substance and according to the safety data sheet; - Employees handling hazardous substances/materials must be aware of the potential impacts and follow appropriate safety measures. Appropriate personal protective equipment must be made available; - The Contractor must ensure that diesel and other liquid fuel, oil and hydraulic fluid is stored in appropriate storage tanks or in bowzers; - The tanks/bowzers must be situated on a smooth impermeable surface (concrete) with a permanent bund. The impermeable lining must extend to the crest of the bund and the volume inside the bund must be 130% of the total capacity of all the storage tanks/ bowzers (110% statutory requirement plus an allowance for rainfall); - The floor of the bund must be sloped , draining to an oil separator; - Provision must be made for refueling at the storage area by protecting the soil with an impermeable groundcover. Where dispensing equipment is used, a drip tray must be used to ensure small spills are contained; - All empty externally dirty drums must be stored on a drip tray or within a bunded area; - No unauthorized access into the hazardous substances storage areas shall be permitted; - No smoking must be allowed within the vicinity of the hazardous storage areas; - Adequate firefighting equipment must be made available at all hazardous storage areas; - Where refueling away from the dedicated refueling station is required, a mobile refueling unit must be used. Appropriate ground protection such as drip trays must be used; - An appropriately sized spill kit kept onsite relevant to the scale of the activity/s involving the use of hazardous substance must be available at all times; - The responsible operator must have the required training to make use of the spill kit in emergency situations; - In the event of a .spill, contaminated soil must be collected in 		<p>in place for hazardous chemicals to be used on site.</p> <p>Firefighting equipment and emergency spills kits need to be readily available.</p> <p>All personnel working with HCS will require training in specific handling of such substances.</p>				
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containers and stored in a central location and disposed of according to the National Environmental Management: Waste Act 59 of 2008. Refer to Section 5.7 for procedures concerning waste water management and 5.8 for solid waste management.						
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5.18. Workshop, equipment maintenance and storage

Impact management outcome: Soil, surface water and groundwater contamination is minimized.						
Impact Management Actions	Implementation			Monitoring		
	Responsible person	Method of implementation	Timeframe for Implementation	Responsible person	Frequency	Evidence of compliance
<ul style="list-style-type: none"> Where possible and practical all maintenance of vehicles and equipment must take place in the workshop area; During servicing of vehicles or equipment, especially where emergency repairs are effected outside the workshop area, a suitable drip tray must be used to prevent spills onto the soil. The relevant local authority must be made aware of a fire as soon as it starts; Leaking equipment must be repaired immediately or be removed from site to facilitate repair; Workshop areas must be monitored for oil and fuel spills; Appropriately sized spill kit kept onsite relevant to the scale of the activity taking place must be available; The workshop area must have a bunded concrete slab that is sloped to facilitate runoff into a collection sump or suitable oil/water separator where maintenance work on vehicles and equipment can be performed; Water drainage from the workshop must be contained and managed in accordance Section 5.7: Waste water management. 	Contractor	<p>Maintenance of vehicles and equipment need to be scheduled on a routinely basis.</p> <p>Maintenance to take place in the workshop only, unless it is an emergency.</p>	During the construction phase.	Contractor	Daily	Record keeping of all incidents and spills.

5.19. Batching plants

Impact management outcome: Minimize spillages and contamination of soil, surface water and groundwater.						
Impact Management Actions	Implementation			Monitoring		
	Responsible person	Method of implementation	Timeframe for Implementation	Responsible person	Frequency	Evidence of compliance
Concrete mixing must be carried out on an impermeable surface (such as on boards and/or within a bunded area with an impermeable surface) or make a hard surface and remove	Contractor	Sites for batching plants need to be identified prior to the	Prior commencement of construction.	Contractor	Daily	Record keeping of all incidents.

<p>when done;</p> <ul style="list-style-type: none"> - Concrete mixing areas must be fitted with a containment facility for the collection of cement laden water. This facility must be impervious to prevent soil and groundwater contamination; - Bagged cement must be stored in an appropriate facility and at least 10 m away from any water courses, gullies and drains; - A washout facility must be provided for washing of concrete associated equipment. Water used for washing must be restricted; - Hardened concrete from the washout facility or concrete mixer can either be reused or disposed of at an appropriate licensed disposal facility; - Empty cement bags must be secured with adequate binding material if these will be temporarily stored on site; - Sand and aggregates containing cement must be kept damp to prevent the generation of dust (Refer to Section 5.20: Dust emissions) - Any excess sand, stone and cement must be removed or reused from site on completion of construction period and disposed at a registered disposal facility; - Temporary fencing must be erected around batching plants in accordance with Section 5.5: Fencing and gate installation. 		<p>commencement of construction and lined with impervious material.</p> <p>Batching plants need to be demarcated to prevent access from unauthorized personnel.</p>				
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5.20. Dust Emissions

Impact management outcome: dust prevention measures are applied to minimize the generation of dust.						
Impact Management Actions	Implementation			Monitoring		
	Responsible person	Method of implementation	Timeframe for Implementation	Responsible person	Frequency	Evidence of compliance
<ul style="list-style-type: none"> - Take all reasonable measures to minimize the generation of dust as a result of project development activities to the satisfaction of the ECO; - Removal of vegetation must be avoided until such time as soil stripping is required and similarly exposed surfaces must be re-vegetated or stabilized as soon as is practically possible ; - Excavation, handling and transport of erodible materials must be avoided under high wind conditions or when a visible dust plume is present; - During high wind conditions, the ECO will evaluate the situation and make recommendations as to whether dust damping measures are adequate, or whether working will cease altogether until the wind speed drops to an acceptable level; - Where possible, soil stockpiles must be located in sheltered 	Contractor	<p>Adequate dust suppression measures need to be implemented during times of high dust pollution.</p> <p>Prior to the commencement of construction, high risk areas for dust pollution need to be identified and closely monitored.</p>	During the construction phase, as and when required.	Contractor	Daily	Record keeping of when dust suppression measures have been implemented.

<p>areas where they are not exposed to the erosive effects of the wind;</p> <ul style="list-style-type: none"> - Where erosion of stockpiles becomes a problem, erosion control measures must be implemented at the discretion of the ECO; - Vehicle speeds must not exceed 40km/h along dust roads or 20km/h when traversing unconsolidated and non-vegetated areas; - Appropriate dust suppression measures must be used when dust generation is unavoidable e.g. Dampening with water; particularly during prolonged periods of dry weather in summer. Such measures must also include the use of temporary stabilizing measures (e.g. chemical soil binders, straw, brush packs, chipping); - Straw stabilization must be applied at a rate of one bale/ 10m² and harrowed into the top 100 mm of top material, for all completed earthworks; - For significant areas of excavation or exposed ground, spray water or wet areas using trucks to minimize the spread of dust. 						
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5.21. Blasting

Impact management outcome: impact to the environment is minimized through a safe blasting practice.						
Impact Management Actions	Implementation			Monitoring		
	Responsible person	Method of implementation	Timeframe for Implementation	Responsible person	Frequency	Evidence of compliance
<ul style="list-style-type: none"> - Any blasting activity must be conducted by a suitably licensed blasting contractor; and - Notification of surrounding landowners, emergency services site personnel of blasting activity 24 hours prior to such activity taking place on Site. 	Contractor	<p>Determine and draft a blasting schedule.</p> <p>Notify the surrounding landowners, emergency services and relevant personnel prior to such activity taking place.</p>	During the construction phase.	Contractor	After blasting took place.	Record keeping of blasting and cleaning fly rock from the surrounding areas such as roads, etc. outside the works areas.

5.22. Noise

Impact management outcome: To prevent unnecessary noise to the environment by ensuring that noise from development activity is mitigated.						
Impact Management Actions	Implementation			Monitoring		
	Responsible person	Method of implementation	Timeframe for Implementation	Responsible person	Frequency	Evidence of compliance
<ul style="list-style-type: none"> Operating hours as determined by the environmental authorisation are adhered to during the development phase. Where not defined, development must be limited to daylight hours. 	Contractor	Implement a working schedule to adhere to and be limited to normal work hours or daylight hours.	During the construction phase.	Contractor	Daily	Record keeping of working hours.

5.23. Fire prevention

Impact management outcome: Prevention of uncontrollable fires.						
Impact Management Actions	Implementation			Monitoring		
	Responsible person	Method of implementation	Timeframe for Implementation	Responsible person	Frequency	Evidence of compliance
<ul style="list-style-type: none"> Designate smoking areas where the fire hazard could be regarded as insignificant; Firefighting equipment must be available on all vehicles located on site; The local Fire Protection Agency (FPA) must be informed of construction activities; Contact numbers for the FPA and emergency services must be communicated in environmental awareness training and displayed at a central location on site; Two way swap of contact details between ECO and FPA. 	Contractor	Fire prevention training during the awareness training. Firefighting equipment need to be readily available.	During the construction phase.	Contractor	Daily	Record keeping of all incidents.

5.24. Stockpiling and stockpile areas

Impact management outcome: To reduce erosion and sedimentation as a result of stockpiling						
Impact Management Actions	Implementation			Monitoring		
	Responsible person	Method of implementation	Timeframe for Implementation	Responsible person	Frequency	Evidence of compliance
<ul style="list-style-type: none"> All material that is excavated during the project development phase (either during piling (if required) or earthworks) must be stored appropriately on site in order to minimize impacts to watercourses, wetlands and water bodies; 	Contractor	Demarcate the stockpile areas to prevent unnecessary access.	During the construction phase.	Contractor	Daily	Record keeping of disturbance to the stockpiles or incorrect stockpiling.

<ul style="list-style-type: none"> - All stockpiled material must be maintained and kept clear of weeds and alien vegetation growth by undertaking regular weeding and control methods; - Stockpiles must not exceed 2 m in height; - During periods of strong winds and heavy rain, the stockpiles should be covered with appropriate material (e.g. cloth, tarpaulin etc.); - Where possible, sandbags (or similar) should be placed at the bases of the stockpiled material in order to prevent erosion of the material. 		Stockpiling must take place in such a manner to prevent erosion.				
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5.25. Finalizing tower positions

Impact management outcome: No environmental degradation occurs as a result of the survey and pegging operations.						
Impact Management Actions	Implementation			Monitoring		
	Responsible person	Method of implementation	Timeframe for Implementation	Responsible person	Frequency	Evidence of compliance
<ul style="list-style-type: none"> - No vegetation clearing must occur during survey and pegging operations; - No new access roads must be developed to facilitate access for survey and pegging purposes; - Project manager, botanical specialist and contractor to agree on final tower positions based on survey within assessed and approved areas; - The surveyor is to demarcate (peg) access roads/tracks in consultation with ECO. No deviations will be allowed without the prior written consent from the ECO. 	Contractor	<p>No impacts on the environment are allowed during the finalizing of tower positions.</p> <p>Botanical specialist need to be consulted.</p>	Prior to the commencement of construction.	Contractor	None.	None.

5.26. Installation of foundations

Impact management outcome: No environmental degradation occurs as a result of the survey and pegging operations.						
Impact Management Actions	Implementation			Monitoring		
	Responsible person	Method of implementation	Timeframe for Implementation	Responsible person	Frequency	Evidence of compliance
<ul style="list-style-type: none"> - Batching of cement to be undertaken in accordance with Section 5.19: Batching; - Residual cement must be disposed of in accordance with Section 5.8: Solid Waste Management. 	Contractor	Implementation methods are as per Section 5.8: Solid Waste Management and Section 5.19: Batching.	As per Section 5.8: Solid Waste Management and Section 5.19: Batching.	Contractor	As per Section 5.8: Solid Waste Management and Section 5.19: Batching.	As per Section 5.8: Solid Waste Management and Section 5.19: Batching.

5.27. Assembly and erecting towers

Impact management outcome: No environmental degradation occurs as a result of assembly and erecting of towers.						
Impact Management Actions	Implementation			Monitoring		
	Responsible person	Method of implementation	Timeframe for Implementation	Responsible person	Frequency	Evidence of compliance
<ul style="list-style-type: none"> - Prior to erection, assembled towers and tower sections must be stored on elevated surface (suggest wooden blocks) to minimize damage to the underlying vegetation; - In sensitive areas, tower assembly must take place off-site or away from sensitive positions; - The crane used for tower assembly must be operated in a manner which minimizes impact to the environment; - The number of crane trips to each site must be minimized; - Wheeled cranes must be utilized in preference to tracked cranes; - Consideration must be given to erecting towers by helicopter or by hand where it is warranted to limit the extent of environmental impact; - Access to tower positions to be undertaken in accordance with access requirements specified in Section 8.4: Access Roads; - Vegetation clearance to be undertaken in accordance with general vegetation clearance requirements specified in Section 8.10: Vegetation clearing; - No levelling at tower sites must be permitted unless approved by the Development Project Manager or Developer Site Supervisor; - Topsoil must be removed separately and stored for later use during rehabilitation of such tower sites; - Topsoil must be stored in heaps not higher than 2m to prevent destruction of the seed bank within the top soil; - Excavated slopes must be no greater than 1:3, but where this is unavoidable, appropriate measures must be undertaken to stabilize the slopes; - Fly rock from blasting activity must be minimized and any pieces greater than 150 mm falling beyond the Working Area, must be collected and removed; - Only existing disturbed areas are utilized as spoil areas; - Drainage is provided to control groundwater exit gradient with the spill areas such that migration of fines is kept to a minimum; - Surface water runoff is appropriately channeled through or around spoil areas; - During backfilling operations, care must be taken not to dump 	Contractor	<p>Identify access to tower positions with the least impact on the environment.</p> <p>Consider equipment which will have minimal impact on the environment.</p> <p>Topsoil to be stockpiled separately and backfilled at the top.</p> <p>Disturbed areas to be used, where possible, for stockpiling, spoil areas and storing of material.</p> <p>Stormwater management plan need to be implemented.</p>	Prior to the assembly and erecting of each tower.	Contractor	Daily	Record keeping of vegetation cleared.

<p>the topsoil at the bottom of the foundation and then put spoil on top of that;</p> <ul style="list-style-type: none"> - The surface of the spoil is appropriately rehabilitated in accordance with the requirements specified in Section 5.29: Landscaping and rehabilitation; - The retained topsoil must be spread evenly over areas to be rehabilitated and suitably compacted to effect re-vegetation of such areas to prevent erosion as soon as construction activities on the site is complete. Spreading of topsoil must not be undertaken at the beginning of the dry season. 						
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5.28. Stringing

Impact management outcome: No environmental degradation occurs as a result of stringing						
Impact Management Actions	Implementation			Monitoring		
	Responsible person	Method of implementation	Timeframe for Implementation	Responsible person	Frequency	Evidence of compliance
<ul style="list-style-type: none"> - Where possible, previously disturbed areas must be used for the siting of winch and tensioner stations. In all other instances, the siting of the winch and tensioner must avoid No-Go areas and other sensitive areas; - The winch and tensioner station must be equipped with drip trays in order to contain any fuel, hydraulic fuel or oil spills and leaks; - Refueling of the winch and tensioner stations must be undertaken in accordance with Section 5.17: Hazardous substances; - In the case of the development of overhead transmission and distribution infrastructure, a one metre "trace-line" may be cut through the vegetation for stringing purposes only and no vehicle access must be cleared along "trace-lines". Vegetation clearing must be undertaken by hand, using chainsaws and hand held implements, with vegetation being cut off at ground level. No tracked or wheeled mechanized equipment must be used; - Alternative methods of stringing which limit impact to the environment must always be considered e.g. by hand or by using a helicopter; - Where the stringing operation crosses a public or private road or railway line, the necessary scaffolding/protection measures must be installed to facilitate access. If, for any reason, such access has to be closed for any period (s) during development, the persons affected must be given reasonable notice, in 	Contractor	<p>Notice to landowners must be provided a minimum of 10 days prior to stringing commences.</p> <p>Drip trays are required for the equipment used.</p> <p>Consider alternative stringing methods which will have minimal impact on the environment.</p>	During the construction phase.	Contractor	During the planning phase for stringing.	Record keeping of vegetation cleared, when and where.

<p>writing;</p> <ul style="list-style-type: none"> - No services (electrical distribution lines, telephone lines, roads, railways, lines, pipelines, fences, etc.) must be damaged because of stringing operations. Where disruption to services is unavoidable, persons affected must be given reasonable notice, in writing; - Where stringing operations cross cultivated land, damage to crops is restricted to the minimum required to conduct stringing operations, and reasonable notice (10 work days minimum), in writing, must be provided to the landowner; - Necessary scaffolding protection measures must be installed to prevent damage to the structures supporting certain high value agricultural areas such as Vineyards, orchards, nurseries. 						
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5.29. Temporary closure of site

Impact management outcome: Minimize the risk of environmental impact during periods of site closure greater than five days.						
Impact Management Actions	Implementation			Monitoring		
	Responsible person	Method of implementation	Timeframe for Implementation	Responsible person	Frequency	Evidence of compliance
<ul style="list-style-type: none"> - Bunds must be emptied (where applicable); - Hazardous storage areas must be well ventilated; - Fire extinguishers must be serviced and accessible. Service records to be filed and audited at last service; - Emergency and contact details displayed must be displayed; - Security personnel must be briefed and have the facilities to contact or be contacted by relevant management and emergency personnel; - Night hazards such as reflectors, lighting, traffic signage etc. must have been checked; - Fire hazards identified and the local authority must have been notified of any potential threats e.g. large brush stockpiles, fuels etc.; - Structures vulnerable to high winds must be secured; - Wind and dust mitigation must be implemented; - Cement and materials stores must have been secured ; - Toilets must have been emptied and secured; - Refuse bins must have been emptied and secured; - Drip trays must have been emptied and secured. 	Contractor	Implement a temporary closure plan to ensure all aspects be addressed and accounted for.	Prior to the temporary closure.	Contractor	During closures.	Record keeping of all maintenance and services.

5.30. Landscaping and rehabilitation

Impact management outcome: No environmental degradation occurs as a result of the survey and pegging operations.						
Impact Management Actions	Implementation			Monitoring		
	Responsible person	Method of implementation	Timeframe for Implementation	Responsible person	Frequency	Evidence of compliance
<ul style="list-style-type: none"> - All areas disturbed by construction activities must be subject to landscaping and rehabilitation; - All spoil and waste will be disposed to a registered waste site and certificates of disposal provided; - All slopes in excess of 2% (1:50) must be contoured in accordance with the Conservation of Agricultural Resources Act, No 43 of 1983; - All slopes in excess of 12% (1:8.3) must be terraced in accordance with the Conservation of Agricultural Resources Act, No 43 of 1983; - Berms that have been created should have a slope of 1:4 and be replanted with indigenous species and grasses; - Where new access roads have crossed cultivated farmlands, that lands must be rehabilitated by ripping to a minimum depth of 600 mm; - Rehabilitation of tower sites and access roads outside of farmland; - Indigenous species will be used for replanting; - Stockpiled topsoil must be used for rehabilitation (refer to Section 5.23: Stockpiling and stockpiled areas); - Stockpiled topsoil will be evenly spread so as to facilitate seeding and minimize loss of soil due to erosion; - Before placing topsoil, all visible weeds from the placement area and from the topsoil must be removed; - Subsoil must be ripped before topsoil is placed; - The project must be timed so that rehabilitation can take place at the optimal time for vegetation establishment; - Where impacted through construction related activity, all sloped areas must be stabilized to ensure proper rehabilitation is effected and erosion is controlled as per the instruction from the ECO; - Sloped areas stabilized using design structures or vegetation as specified in the design to prevent erosion of embankments. The contract design specifications must be adhered to and implemented strictly; - Where required, re-vegetation can be enhanced using a vegetation seed mixture as described below. A mixture of seed can be used provided the mixture is carefully selected to 	Contractor	Rehabilitation plan need to be implemented to ensure the exposed areas due to construction activities are rehabilitated and returned to previous state or better.	After construction has taken place and materials and equipment have been moved. As and when required.	Contractor	Weekly	Photographic evidence of the rehabilitation. Record keeping of when rehabilitation has taken place.

ensure the following: a) Annual mid perennial plants are chosen; b) Pioneer species are included; c) Species chosen must grow in the area feasible to grow; d) Root systems must have a binding effect on the soil; e) The final product should not cause an ecological imbalance in the area.						
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6. ENVIRONMENTAL DOCUMENTATION REPORTING AND COMPLIANCE

To ensure accountable and demonstrated implementation of the EMPr, a number of reporting systems, documentation controls and compliance mechanisms must be in place for all overhead electricity transmission and distribution infrastructure projects as a minimum requirement.

6.1. Document control/ Filing system

The holder of the EA is solely responsible for the upkeep and management of the EMPr file. At a minimum, all documentation detailed below will be stored in the EMPr file. A hard copy of all documentation shall be tiled, while an electronic copy may be kept where relevant. A duplicate file will be maintained in the office of the DSS (where applicable). This duplicate file will be the responsibility of the ECOs and must remain current and up-to-date. The filing system must be updated and relevant documents added as required. The EMPr file must be made available at all times on request by the CA (on terms of NEMA EIA regulation) or other relevant authorities. The EMPr file will form part of any environmental audits undertaken as prescribed in the EIA Regulations.

6.2. Documentation to be available

At the outset of the project the following documents shall be placed in the filing system and be accessible at all times:

- Full copy of the signed EA from the CA in terms of NEMA, granting approval for the development or expansion;
- Copy of the generic and site specific EMPr as well as any amendments thereof;
- Copy of declaration of implementing generic EMPr and subsequent approval of site specific EMPr and amendments thereof;
- All method statements;
- Completed environmental checklists;
- Minutes and attendance register of environmental site meetings; An up-to-date environmental incident log;
- A copy of all instructions or directives issued;
- A copy of all corrective actions signed off. The corrective actions must be filed in such a way that a clear reference is made to the non-compliance record;
- Complaints register.

6.3. Weekly Environmental Checklist

The ECO's are required to complete a Weekly Environmental Checklist, the format of which is to be agreed prior to commencement of the activity. The ECOs are required to sign and date the checklist, retain a copy in the EMPr file and submit a copy of the completed checklist to the DSS on a weekly basis.

The checklists will form the basis for the Monthly Environmental Reports. Copies of all completed checklists will be attached as Annexures to the Environmental Audit Report as required in terms of the EIA regulations, 2014.

6.4. Environmental site meetings

Minutes of the environmental site meetings shall be kept. The minutes must include an attendance register and will be attached to the Monthly Report that is distributed to attendees. Each set of minutes must clearly record "Matters for Attention" that will be reviewed at the next meeting.

6.5. Required Method Statements

The method statement will be done in such detail that the ECO's are enabled to assess, whether the contractor's proposal is in accordance with the EMPr.

The method statement shall cover applicable details with regard to:

- Development procedures;
- Materials and equipment to be used;
- Getting the equipment to and from site;
- How the equipment/ material will be moved while on site; How and where material will be stored;
- The containment (or action to be taken if containment is not possible) of leaks or spills of any liquid or material that may occur;
- Timing and location of activities;
- Compliance / non-compliance with the EMPr; and
- Any other information deemed necessary by the ECOs.

Unless indicated otherwise by the Project Manager, the Contractor shall provide the following method statements to the Project Manager no less than 14 days prior to the commencement date of the activity:

- Site establishment - Camps, Lay-down or storage areas, satellite camps, infrastructure; Batch plants;
- Workshop or plant servicing;
- Handling, transport and Storage of Hazardous Chemical Substances;
- Vegetation management - Protected, clearing, aliens, felling;
- Access management - Roads, gates, crossings etc.; Fire plan;
- Waste management (all waste streams);
- Transport, storage, segregation, classification, disposal Social interaction complaints management, compensation claims, access to properties etc.;
- Water use (source, abstraction and disposal) , access and all related information, crossings and mitigation;
- Emergency preparedness - Spills, training, other environmental emergencies;

Dust and noise management methodologies;
Fauna interaction and risk management - only if the risk was identified - wildlife interaction especially on game farms; and
Heritage and paleontology management.

The ECO shall ensure that the contractors perform in accordance with these method statements.

6.6. Environmental Incident Log (Diary)

The ECO is required to maintain an up-to-date and current Environmental Incident Log (environmental diary). The Environmental Incident Log is a means to record all environmental incidents and/or all non-compliance notice would not be issued. An environmental incident is defined as:

Any deviation from the listed impact management actions (listed in this EMPr) that may be addressed immediately by the ECOs. (For example a contractor's staff member littering or a drip tray that has not been emptied);

Any environmental impact resulting from an action or activity by a contractor in contravention of the environmental stipulations and guidelines listed in the EMPr Which as a single event would have a minor impact but which if cumulative and continuous would have a significant effect (for example no toilet paper available in the ablutions for an afternoon); and
General environmental information such as road kills or injured wildlife.

The ECO are to record all environmental incidents in the Environmental Incident Log. All incidents regardless of severity must be reported to the Developer. The Log is to be kept in the EMPr file and at a minimum the following will be recorded for each environmental incident:

The date and time of the incident;

Description of the incident;

The name of the Contractor responsible;

The incident must be listed as significant or minor;

If the incident is listed as significant, a non-compliance notice must be issued, and recorded in the log;

Remedial or corrective action taken to mitigate the incident; and

Record of repeat minor offences by the same contractor or staff member.

The Environmental Incident Log will be captured in the EAR.

6.7. Non-compliance

A non-compliance notice will be issued to the responsible contractor by the ECO's via the DSS or Project Manager. The non-compliance notice will be issued in writing; a copy filed in the EMPr file and will at a minimum include the following:

Time and date of the non-compliance;

Name of the contractor responsible;
Nature and description of the non-compliance;
Recommended/ required corrective action; and
Date by which the corrective action to be completed.

The contractors shall act immediately when a notice of non-compliance is received and correct whatever is the cause for the issuing of the notice. Complaints received regarding activities on the development site pertaining to the environment shall be recorded in a dedicated register and the response noted with the date and action taken. The ECO should be made aware of any complaints. Any non-compliance with the agreed procedures of the EMPr is a transgression of the various statutes and laws that define the manner by which the environment is managed. Failure to redress the cause shall be reported to the relevant CA for them to deal with the transgression, as it deems fit. The contractor is deemed not to have complied with the EMPr if, inter alia, There is a deviation from the environmental conditions, management outcomes and actions activities, as approved in generic and site specific EMPr as relevant as set out in the EMPr, which deviation has, or may cause, an environmental impact.

6.8. Corrective action records

For each non-compliance notice issued, a documented corrective action must be recorded. On receiving a non-compliance notice from the Developer's Site Supervisor, the contractor's cEO will ensure that the corrective actions required take place within the stipulated timeframe. On completion of the corrective action the cEO is to issue a Corrective Action Report in writing to the ECOs. If satisfied that the corrective action has been completed, the ECOs are to sign-off on the Corrective Action Report, and attach the report to the non-compliance notice in the EMPr file. A corrective action is considered complete once the report signed off by the ECOs.

6.9. Photographic record

A digital photographic record will be kept. The photographic record will be used to show before, during and post rehabilitation evidence of the project as well used in cases of damages claims if they arise. Each image must be dated and a brief description note attached.

The Contractor shall:

1. Allow the ECOs access to take photographs of all areas, activities and actions.

The ECO's shall keep an electronic database of photographic records which will include:

1. Pictures of all areas designated as work areas, camp areas, development sites and storage areas taken before these areas are set up;
2. All bunding and fencing;
3. Road conditions and road verges;
4. Condition of all farm fences;
5. Topsoil storage areas;
6. All areas to be cordoned off during construction;
7. Waste management sites;
8. Ablution facilities (inside and out);
9. Any non-conformances deemed to be "significant";
10. All completed corrective actions for non-compliances;
11. All required signage;
12. All areas before , during and post rehabilitation; and
13. Include relevant photographs in the Final Environmental Audit Report.

6.10. Complaints register

The ECOs shall keep a current and up- to-date complaints register. The complaints register is to be a record of all complaints received from communities, stakeholders and individuals. The Complaints Record shall:

1. Record the name and contact details of the complainant;
2. Record the time and date of the complaint;
3. Contain a detailed description of the complaint;
4. Where relevant and appropriate, contain photographic evidence of the complaint or damage (ECOs to take relevant photographs); and
5. Contain a copy of the ECOs written response to each complaint received and keep a record of any further correspondence with the complainant. The ECO's written response will include a description of any corrective action to be taken and must be signed by the Contract or, ECO and affected party. Where a damage claim is issued by the complainant, the ECOs shall respond as described in (Section 6.11) below.

6.11. Claims for damages

In the event that a Claim for Damages is submitted by a community, landowner or individual, the ECOs shall:

1. Record the full detail of the complaint as described in (section 4.10) above;
2. The ECOs will evaluate the claim and associated damage and submit the evaluation to the Senior Site Representative for approval;

3. Following consideration by the DPM, the claim is to be resolved and settled immediately, or the reason for not accepting the claim communicated in writing to the claimant. Should the claimant not accept this, the ECO shall, in writing report the incident to the Developer's negotiator and legal department; and
4. A formal record of the response by the ECOs to the claimant as well as the rectification of the method of making payments not amount will be recorded in the EMPr file.

6.12. Interactions with affected parties

Open, transparent and good relations with affected landowners, communities and regional staff are an essential aspect to the successful management and mitigation of environmental impacts.

The ECOs shall:

1. Ensure that all queries, complaints and claims are dealt within an agreed timeframe;
2. Ensure that any or all agreements are documented, signed by all parties and a record of the agreement kept in the EMPr file;
3. Ensure that a complaints telephone numbers are made available to all landowners and affected parties; and
4. Ensure that contact with affected parties is courteous at all times;

6.13. Environmental audits

Internal Environmental Audits of the activity and implementation of the EMPr will be undertaken by the ECO. The findings and outcomes of these audits will be recorded in the EMPr file. The environmental audits and associated reports must be conducted and submitted to the CA at intervals as indicated in the EA.

The ECOs must prepare a monthly EAR. The report will be tabled as the key point on the agenda of the Environmental Site Meeting. The Report is submitted for acceptance at the meeting and the final report will be circulated to the Project Manager and filed in the EMPr file. At a frequency determined by the Environmental Authorisation, the ECOs shall submit the monthly reports to the Competent Authority in terms of NEMA. At a minimum the Monthly report is to cover the following:

Weekly Environmental Checklists;

Deviations and non-compliances with the checklists; Non-compliances issued;

Completed and reported corrective actions;

Environmental Monitoring;

General environmental findings and actions; and

Minutes of the Bi-monthly Environmental Site Meetings.

6.14. Final environmental audits

On final completion of the entire activity, the ECOs are required to prepare a final EAR. The report is to be submitted to the CA for acceptance and approval. The environmental report must comply with Appendix 7 of the EIA Regulations, 2014.

Details of the independent person who prepared the report;

Details of the expertise of independent person that compiled the report;

A declaration that the independent auditor is independent in a form as may be specified by the CA;

An indication of the scope of, and the purpose for which, the environmental audit report was prepared;

A description of the methodology adopted in preparing the environmental audit report;

An indication of the ability of the EMP, and where applicable, the closure plan to.

Sufficiently provide for the avoidance, management and mitigation of environmental impacts associated with the undertaking of the activity on an on-going basis;

Sufficiently provide for the avoidance, management and mitigation of environmental impacts associated with the closure of the facility; and

Ensure compliance with the provisions of EA, EMP and where applicable, the closure plan;

A description of any assumptions made, and any uncertainties or gaps in knowledge;

A description of any consultation process that was undertaken during the course of carrying out the EAR;

A summary and copies of any comments that were received during any consultation process; and

Any other information requested by the CA.

Submission of the final EAR to the CA will indicate the end of the entire activity.

7. Appendix 1 – Handling of waste

	Waste Type	Disposal method
1.	Asbestos	<p>The management, handling and disposal of asbestos and ACM must be done in accordance with the Asbestos regulation, 2001.</p> <ul style="list-style-type: none"> (a) All asbestos waste need to be placed in containers that will prevent the likelihood of exposure during handling. (b) All vehicles, re-usable containers or any other similar articles which have been in contact with asbestos waste are cleaned and decontaminated after use, in such a way that they do not cause a hazard inside or outside the workplace; (c) All asbestos waste which can cause exposure, is disposed of only on sites specifically designated for this and in such a manner that it does not cause a hazard inside or outside the site; (d) All persons involved in the collection, transport and disposal of asbestos waste, who may be exposed to that waste, are provided with personal protective equipment; and (e) Where the services of a contractor for the disposal of asbestos waste are used, a provision is incorporated into the contract stating that the contractor shall also comply with the provisions of the Asbestos Regulations.
2.	Neon lights	<p>The following will be required for disposal of this material:</p> <p>Neon light tubes need to be broken under controlled condition to render it physically safe and release or recover the mercury containing substances.</p> <p>Storage of the neon lights in an appropriate container which would need to be removed if and when required.</p> <p>The lights will need to be crushed and stored within a drum. if the drum reaches full capacity, the drum must be sealed and transported to a hazardous landfill site for safe disposal.</p>
3.	Lead	<p>The management, handling and disposal of lead must be done in accordance with the Lead regulation, 2001.</p> <ul style="list-style-type: none"> (a) Recycle all lead waste, but not into non-lead production processes; (b) Ensure that all collected lead waste is placed into containers that will prevent the likelihood of exposure during handling; (c) Ensure that all vehicles, re-usable containers and covers which

		<p>have been in contact with lead waste are cleaned and decontaminated after use, in such a way that such vehicles, containers or covers do not cause a hazard inside or outside the premises concerned;</p> <p>(d) Ensure that all lead waste that can cause exposure to lead, is disposed of only on sites specifically designated for this purpose in terms of the Environment Conservation Act, 1989 (Act No. 73 of 1989) and the National Environmental Management Act, 1998 (Act No. 107 of 1998), and in such a manner that it does not cause a hazard inside or outside the site concerned;</p> <p>(e) Ensure that all persons involved in the collection, transport and disposal of lead waste and who may be exposed to that waste, are provided with suitable personal protective equipment; and</p> <p>(f) Ensure that, in cases where the services of a waste disposal contractor is used, a provision is incorporated into the contract stating that the contractor too shall comply with the provisions of these Regulations.</p>
4.	Oil	<p>Place contaminated materials in disposable containers and dispose of in a manner consistent with applicable regulations. Collect and reclaim or dispose of material in sealed containers at licensed waste disposal site.</p> <p>Dispose in accordance with all applicable regulations</p>
5.	Ceramics	<p>If material cannot be returned to process or salvage, dispose of in accordance with applicable regulations.</p> <p>This product should be disposed of in suitable landfill sites in accordance with local governmental / municipal regulations.</p>
6.	Steel	<p>Metal should first be reused or recycled before disposal to landfill is considered.</p> <p>Waste must be disposed of in accordance with applicable regulations.</p>
7.	Copper	<p>Metal should first be reused or recycled before disposal to landfill is considered.</p> <p>If the material cannot be returned to process or salvage, dispose of in accordance with applicable regulations.</p>
8.	Rubber	<p>Dispose of waste and residues in accordance with applicable requirements.</p>

		No specific disposal method is required.
9.	Creosote	Dispose in accordance with all applicable regulations. Treated wood should not be burned in open fires or in stoves, fireplaces or residential boilers, because toxic chemicals may be produced as part of the smoke and ashes. Treated wood from commercial or industrial use e.g., construction sites) may be burned only in commercial or industrial incinerators or boilers in accordance with regulations.
10.	PVC	Disposal on registered landfill site in accordance with applicable regulations.