



**PART: A: INVITATION TO BID:**

**MBD1**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (POLOKWANE MUNICIPALITY)</b>					
BID NUMBER:	<b>PM68/2021</b>	CLOSING DATE:	<b>07 OCTOBER 2022</b>	CLOSING TIME:	<b>10:00</b>
BID DESCRIPTION	<b>INSTALLATION OF TRAFFIC LIGHTS AT SOUTHERN GATEWAY INTERSECTION ALONG N1</b>				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7) or SERVICE LEVEL AGREEMENT OF POLOKWANE MUNICIPALITY.</b>					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT Polokwane Municipality, Civic Centre, corner Bodenstein and Landdros Mare Street, not later than 10:00 on 07 OCTOBER 2022.

An official and compulsory site inspection will <b>NOT</b> be held.
The Bid box is generally open 24 hours, 7 days a week.
Completed Bid document, fully priced and signed must be sealed in an envelope marked <b>“PM68/2021: INSTALLATION OF TRAFFIC LIGHTS AT SOUTHERN GATEWAY INTERSECTION ALONG N1”</b>
Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.
<b>Bids documents containing the Conditions of Bid and other requirements in terms of the Supply Chain Management Policy will be downloaded from e-tender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> and <a href="http://www.polokwane.gov.za">www.polokwane.gov.za</a> at no fee.</b>

<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL NUMBER	-----		<b>TOTAL BID PRICE</b>		<b>R</b>
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	Yes	No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT		Yes No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	Yes No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	Yes No [IF YES, ANSWER PART B:3 ]
MINIMUM WORK OPPORTUNITIES TO BE CREATED	<input type="checkbox"/> 10 <input type="checkbox"/>	CIDB GRADING	<input type="checkbox"/> 4CE OR HIGHER <input type="checkbox"/>
SIGNATURE OF BIDDER	.....	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
MUNICIPALITY	Polokwane	MUNICIPALITY	Polokwane
CONTACT PERSON	Mr. K. Mashiane	PUBLIC TRANSPORT INFRASTRUCTURE DEVELOPMENT	Mr. Pilot Ramotwala
TELEPHONE NUMBER	015 290 2148	TELEPHONE NUMBER	015 290 2206/04
FACSIMILE NUMBER	N/A	EMAIL ADDRESS	pilotr@polokwane.gov.za
E-MAIL ADDRESS	<a href="mailto:kwenaMa@polokwane.gov.za">kwenaMa@polokwane.gov.za</a>	Principal Agent: Mapoxe Consulting Engineers Contact: Ashley Nyambi Telephone: 015 291 2101 E-mail address: office@mapoxe.co.za	



## PART B

### TERMS AND CONDITIONS FOR BIDDING

#### 1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

#### 2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. 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](http://WWW.SARS.GOV.ZA).
- 2.3 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

#### 3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3. 1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  
☐ YES ☐ NO
- 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?  
☐ YES ☐ NO
3. 3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  
☐ YES ☐ NO
- 3.4 DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?  
☐ YES ☐ NO
- 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?  
☐ YES ☐ NO

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

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

SIGNATURE OF BIDDER: .....

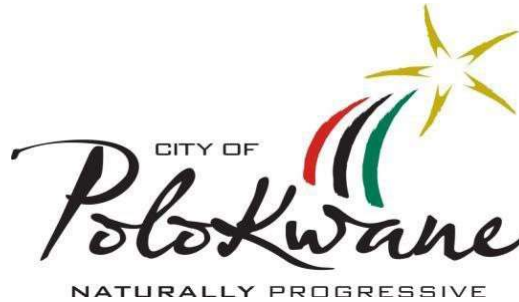
CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

DATE: .....

**POLOKWANE MUNICIPALITY**  
**CONTENTS OF TENDER DOCUMENTATION**

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



**BID NUMBER: PM68/2021: INSTALLATION OF TRAFFIC LIGHTS  
AT SOUTHERN GATEWAY INTERSECTION ALONG  
N1**

**DIRECTORATE: ROADS AND TRANSPORTATION**

**BUSINESS UNIT: PUBLIC TRANSPORT INFRASTRUCTURE DEVELOPMENT**

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

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

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

**Ms THUSO NEMUGUMONI  
MUNICIPAL MANAGER  
CIVIC CENTRE  
LANDDROS MARE STREET  
POLOKWANE**

## **POLOKWANE MUNICIPALITY**

### **RESPONSIVENESS AND EVALUATION CRITERIA**

#### **1. RESPONSIVENESS CRITERIA**

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

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

#### **2. EVALUATION OF BIDS**

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

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

**PLEASE NOTE**

**1. The Municipal Manager may cancel a contract awarded to a person if:**

- a) The person committed a corrupt or fraudulent act during the procurement process or in the execution of the contract, or
- b) An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited that person.

**2. The Municipal Manager may reject the bid or quote of any person if that person or any of its directors has:**

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



## POLOKWANE MUNICIPALITY

### **T1.2 Tender Data**

#### **1. CONDITIONS OF TENDER**

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

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

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

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

<b>Clause number</b>	<b>Tender Data</b>
<b>2.</b> <b><u>EMPLOY</u></b> <b><u>ERCI.</u></b> <b>F1.1</b>	The "Employer" is "Polokwane Municipality"  The Employer's address for communication relating to this project is: PO Box 111, Polokwane, 0700
<b>3. <u>TENDER</u></b> <b><u>DOCUMENT</u></b> <b><u>IS</u></b> <b>Cl. F.1.2</b>	"The following documents form part of this tender:  <b>VOLUME 1</b> <b>Part T1 Tendering procedures</b> T1.1 Tender notice and invitation to tender T1.2 Tender data T1.3 Standard and Particular conditions to tender <b>Part T2 Returnable Documents</b> T2.1 List of Returnable Documents T2.2 Returnable Schedules that will be incorporated into the Contract <b>Part C1 Agreements and Contract</b> <b>Data</b> C1.1 Form of offer and acceptance C1.2 Contract data C1.3 Construction Guarantee C1.4 Form for Adjudicators Appointment <b>Part C2 Pricing Data</b> C2.1 Pricing Instructions C2.2 Bill of Quantities <b>Part C3 Scope of Work</b> C3.1 Description of the Works C3.2 Procurement C3.3 List of Drawings C3.4 Health and Safety Specifications C3.5 Particular Specification- Model Preambles for Trades 2008 C3.6 Environmental Management during Construction

	C3.7 Management of the Works <b>Part C4 Site information</b>
<b>4. <u>EMPLOYER'S AGENT</u></b> Cl. F.1.4	The Employer's agents are:  <b>MAPOXE CONSULTING ENGINEERS</b>
<b>5. <u>TENDERER'S OBLIGATIONS</u></b>	
<b>5.1. <u>Eligibility</u></b> <b><u>Cl. F.2.1</u></b>	A tender offer may only be submitted if the Tenderer satisfies the criteria stated in the Tender Data and if the Tenderer, or any of his principals, is not under any restriction to do business with the Employer.
<b>5.2. <u>Site Visit and Clarification Meeting</u></b> <b><u>Cl. F.2.7</u></b>	An official and compulsory site visit and clarification meeting will <b>NOT</b> be held.
<b>5.3. <u>Insurance</u></b> <b><u>Cl. F.2.9</u></b>	No insurance cover will be provided by the Employer.

<p><b>5.4. <u>Alternative Tender Offers</u></b> <b>CI. F. 2.12</b></p>	<p>Unless anything to the contrary has been determined in the Contract Data, a Tenderer may, together with his tender for the original designs contained in the contract documents, submit alternative designs and tender offers for consideration. All designs, calculations, drawings and Operation and Maintenance manuals shall be fully endorsed by a third party registered engineer or architect, accomplished in such specific field of practice and the cost thereof shall be borne solely by the Contractor. Such alternative designs and offers shall be subject to the following conditions and requirements:</p> <p>5.4.1. <u>Tenders</u></p> <p>An alternative offer or design will be considered only if the tender for the original items has been fully priced and completed. The alternative tender offer is to be submitted in <b>the same envelope as the main tender offer</b>, together with a schedule that compares the requirements of the tender documents with the alternative requirements the Tenderer proposes. No alternative tender will be considered unless a tender free from qualifications is also submitted.</p> <p>Unless the alternative offer stipulates to the contrary, it shall be assumed that the period for completion of the Works shall be the same as for the original design.</p> <p>Designs, calculations, drawings and a modified schedule of quantities (as determined hereafter) in respect of each alternative offer or design shall accompany the alternative tender offer and shall be endorsed fully by a third party registered engineer, accomplished in such specific field of practice.</p> <p>5.4.2. <u>Preliminary calculations</u></p> <p>Preliminary calculations for an alternative design shall be submitted with the tender. Such calculations shall give adequate details so as to enable an assessment to be made of the general efficacy of the design and of its principal elements, also of the degree to which the design prescriptions and codes of the Employer are being complied with. The calculations shall be clear and in a logical sequence and shall clearly reflect all the design assumptions.</p> <p>5.4.3. <u>Preliminary drawings</u></p> <p>Preliminary drawings of the alternative designs shall also be submitted with the tender. These drawings shall comprise adequate layout plans, elevations and sections and shall clearly illustrate the general efficacy of the design and its principal elements.</p> <p>5.4.4. <u>Quantities</u></p> <p>Each alternative offer shall be accompanied by a modified priced schedule of quantities compiled in accordance with the specifications, in so far as it is applicable, which clearly shows the manner in which the price for the alternative offer has been</p>
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determined and the items in the original schedule of quantities which fall away or are being changed. In addition to the schedule of quantities, a set of calculations shall be supplied to show how the quantities have been determined. All assumptions in regard to factors which will determine quantities shall be clearly and conspicuously marked by underlining or colouring, and shall indicate whether or not the assumptions have been based on information furnished in the Contract Data (with the necessary references).

5.4.5. Further details

Should the Employer's Agent find that the calculations and drawings submitted for alternative designs are not complete enough for proper adjudication of the alternative designs, the Employer reserves to itself the right to call on the Tenderer to submit such further calculations and drawings as may be required. If such further details are not submitted within ten days of having been requested, the alternative designs will not be given further consideration.

5.4.6. Preliminary adjudication of alternative designs

The Employer's Agent will undertake a preliminary scrutiny of any alternative designs for compliance with the specified requirements of the Employer. Should he find any mistakes or unsatisfactory aspects, he may afford the Bidder the opportunity to rectify them within a period to be determined by the Employer's Agent. However, it is emphasized that the preliminary scrutiny of the design and tender by the Employer's Agent, by its very nature, cannot be comprehensive, and no guarantee can be given in this regard that all the mistakes made by the Bidder will in fact be detected. Any correction of such mistakes shall be made with the tender price of the bidder being retained, and, wherever necessary, the priced schedule of quantities for the alternative design shall be adjusted accordingly.

5.4.7. Acceptance of alternative design

The Bidder shall note that the acceptance of a tender which includes alternative designs shall mean that the alternative designs have been approved in principle only. If the final calculations, drawings and details do not comply with the specified requirements, such alternative designs may be rejected, unless they are suitably amended by the Bidder so as to be acceptable to the Employer.

5.4.8. Final drawings and calculations and the priced schedule of quantities

Where a tender with an alternative design has been accepted, the Contractor shall, not less than two months before he intends starting with the construction of such design, submit to the Employer's Agent a complete set of working drawings, detailed calculations and a complete schedule of quantities, for approval. The schedule of quantities shall be based on the preliminary schedule of quantities, but with the necessary adjustments in quantities and prices and with the tendered price for the alternative design being retained.

Within three weeks of having received the above, the Employer's Agent will indicate which drawings, calculations, quantities, prices and other

	<p>particulars are acceptable to him and which not, with reasons furnished. The Contractor shall then submit to the Employer's Agent in good time any modified drawings and other particulars for approval, for which he will require two weeks. Any delay arising from the fact that the amended particulars do not meet the requirements shall be the responsibility of the Contractor.</p> <p>No work which will be affected by an alternative design may be commenced, unless the drawings, schedule of quantities and prices for such alternative design have been approved. Should the Contractor fail to modify any drawings, calculations, quantities, prices or any other particulars to the satisfaction of the Employer's Agent, the alternative design will be rejected and the original design shall be constructed for the same amount as has been tendered for the alternative design.</p> <p>5.4.9. <u>Responsibility for alternative design</u></p> <p>The approval of a design by the Employer's Agent shall not in any way relieve the Bidder of his responsibility to produce a design which conforms in all respects to all the specified requirements and which will be suitable for the purpose envisaged.</p> <p>Should it appear later during construction or during the maintenance period that the design does not conform to the specified requirements, the Contractor only, shall be liable for any damage arising there from and he shall, at his own expense, do all the necessary work to ensure that the Works conforms to all the specified requirements.</p> <p>5.4.10. <u>Indemnity</u></p> <p>Once the alternative design has been approved, the Contractor shall indemnify and hold harmless the Employer, its agents and assigns, against all claims howsoever arising out of the said design whether in contract or delict.</p>
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<p><b>5.1.</b> <b><u>Submitting</u></b> <b><u>a Tender</u></b> <b><u>Offer Cl.</u></b> <b><u>F2.13</u></b></p>	<p>5.5.1. <u>Whole of the Works</u> (Cl. F.2.13.1)</p> <p>Tenderers shall offer to provide for the whole of the Works identified.</p> <p>5.5.2. <u>Original tender documents</u> (Cl. F2.13.3)</p> <p>The original tender document, issued to the Bidder, shall be submitted in its entirety. No copies are required.</p> <p>5.5.3. <u>Marking of Tender Submissions</u> (Cl. F2.13.5)</p> <p>The complete tender documents shall be enclosed and sealed in a single envelope, marked:  <b>“BID NO PM68/2021: INSTALLATION OF TRAFFIC LIGHTS AT SOUTHERN GATEWAY INTERSECTION ALONG N1</b></p> <p>The Employer’s address for delivery of tender offers to be shown on each tender submission package is the Tender Box located at:  Polokwane Municipality  Civic Centre  Landdros Mare  Street Polokwane</p> <p>5.5.4. <u>Two envelope system</u> (Cl. F.2.13.6)</p> <p>A two-envelope procedure will not be followed.</p> <p>5.5.5. <u>Closing time</u> (Cl. F.2.15)</p> <p>The closing time for submission of tender offers is: 10H00</p> <p>Telegraphic, telephonic, telex, facsimile, e-mail, electronic and late tender offers will not be accepted.</p> <p>5.5.6. <u>Tender offer validity</u> (Cl. F.2.16)</p> <p>The tender offer validity period is <b>90 days</b> after tender closing date.</p> <p>5.5.7. <u>Clarification of tender offer after submission</u> (Cl. F.2.17)</p> <p>Delete the last part of the second sentence, commencing with the word “and”.  Furthermore, delete the last two sentences of Cl. F2.17.</p>
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	<p>Add the following sentence:  “The rates stated by the Bidder shall be binding”.5.5.8. <u>Provide other Material</u> (Cl. F.2.18.1)</p> <p>Upon request by the Employer, the Bidder shall promptly supply any other material that has a bearing on the tender offer, the bidder’s commercial position (including, where applicable, notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the Employer for the purpose of a full and fair assessment. Should the Bidder not provide the information or material called for, by the time for submission stated in the Employer’s request, the Employer will regard the tender offer as being non-responsive.</p> <p>5.5.9. <u>Certificates</u> (Cl. F.2.23)</p> <p>The following certificates are to be provided with this tender:</p> <ul style="list-style-type: none"> <li>a) Valid Central Supplier Database number</li> <li>b) Compensation Fund registration certificate</li> <li>c) Certificate of Contractor Registration issued by the Construction Industry Development Board or a copy of the application Form for registration in terms of the Construction Industry Development Board Act (Form F006).</li> </ul> <p>A minimum grading of <b>4CE is required</b>.</p> <p><b><u>Important Note:</u></b>  Failure to provide the required particulars as per the above-listed certificates implies a non-responsive tender and warrants rejection of the tender on account of non-compliance with the requirements of the Tender Data</p>
<b><u>6. EMPLOYER'S UNDERTAKING</u></b>	
<b><u>6.1. Opening of Tender Submission</u></b> <b><u>Cl. F3.4</u></b>	<p>The time and location for opening of the tender offers are: 10:00 on 07 OCTOBER 2022</p> <p>Location: 3<sup>rd</sup> Floor Boardroom Polokwane Municipality, Civic Centre, Landdros Mare Street, Polokwane</p>
<b><u>6.2. Arithmetical Errors</u></b> <b><u>Cl. F.3.9.1</u></b>	<p>Delete paragraphs (b) and (c) of Cl. F.3.9.1 and replace with:</p> <p>b) If a bill of quantities (or schedule of quantities or schedule of rates) applies and there is an error in the line item resulting from the product of the unit rate and the quantity, the rate shall be binding and the error of extension as entered in the tender offer will be corrected by the Employer in determining the Contract Price.</p> <p>c) Where there is an error in addition, either as a result of other corrections required by this checking process or in the Bidder’s addition of prices, such error will be corrected by the Employer in determining the Contract Price.</p>

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



## PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 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 000 000.00 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000.00 (all applicable taxes included).

- 1.2
- The value of this bid is estimated to not exceed R50 000 000.00 (all applicable taxes included) and therefore the 80/20 system shall be applicable; or
  - The 80/20-preference point system will be applicable to this tender.

1.3 Points for this bid shall be awarded for:

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

1.4  
for this bid are allocated as follows:

The maximum points

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

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

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

## 2. DEFINITIONS

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

## 3. POINTS AWARDED FOR PRICE

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

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

<b>80/20</b>	<b>or</b>	<b>90/10</b>	
$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	or	$P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	

Where

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

$P_t$  = Price of bid under consideration

Pmin = Price of lowest acceptable bid

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

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

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

#### 5. BID DECLARATION

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

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

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

#### 7. SUB-CONTRACTING

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

(***Tick applicable box***)

YES		NO	
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- 7.1.1 If yes, indicate:

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

YES		NO	
-----	--	----	--

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

<b>Designated Group: An EME or QSE which is at least 51% owned by:</b>	<b>EME</b> √	<b>QSE</b> √
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		
<b>OR</b>		
Any EME		
Any QSE		

## 8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number: .....

8.3 Company registration number: .....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
  - ☐ One-person business/sole propriety
  - ☐ Close corporation
  - ☐ Company
  - ☐ (Pty) Limited
- [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
  - ☐ Supplier
  - ☐ Professional service provider
  - ☐ Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

**Municipality where business is situated:** .....

**Registered Account Number:** .....

**Stand Number:** .....

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

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

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

WITNESSES

1. ....

2. ....

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

DATE: .....

ADDRESS .....

.....

.....

**ATTACH B-BBEE VERIFICATION CERTIFICATE**

**ANNEXURE A**  
**SUPPLY CHAIN MANAGEMENT**  
**EVALUATION PROCESS AND CRITERIA**

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

<b>1. Administrative Compliance – Phase One</b>
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1.1 All bids duly lodged will be examined to determine compliance with bidding requirements and conditions. Bids with obvious deviations from the requirements/conditions, will be eliminated from further evaluation.

1.2 **Critical Criteria:**

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

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

<b>2. Functionality – Phase Two (50 points allocation)</b>
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The bidders who complied administratively are considered for further evaluation on ability to execute the project.

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

**2.1 Relevant Experience of Company (30 points)**

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

**NB. Proof of largest similar project must be attached (e.g. Completion certificate). Failure to provide proof will result in disqualification of points.**

The score will be calculated as follows:

$$\text{Rt} = \frac{\text{Lc}}{\text{Tavg}} \times \text{R max}$$

**Where:**

**Rt** = Points for relevant experience of company.

**Lc** = Largest similar contract over the last **three (3) years. (Determined on project size.)**

**Tavg** = Average value of tendered amounts of eligible tenders.

**Rmax** = Maximum points allocated for relevant experience of company.  
(R max = 30)

## 2.2 Plant and Equipment (10 points)

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

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

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

Consultants Estimation				
(A) Plant and equipment required	Points allocation	(B) Minimum Plant required	(C) Bidder Plant own	(D) Bidder Plant hire
Tipper Truck (6 – 10m3)	2	1		
Delivery vehicle ( 4 ton)	2	1		
TLB	2	1		
Water Tanker	2	1		
LDV	2	1		

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

## 2.3 Financial Status (10 points)

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

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

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

## 2.4 Commercial Risk Analysis

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

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

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

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

## ❖ EVALUATION OF BIDS

- a) All bids received shall be evaluated in terms of the Supply Chain Management Regulations, Polokwane Municipality Supply Chain Management Policy (on request from Municipality), the preferential procurement regulation 2017, and other applicable legislations.
  - b) The Council reserves the right to accept all, some, or none of the bids submitted – either wholly or in part – and it is not obliged to accept the lowest bid.
- ❖ **By submitting this bid, bidder authorises the Council or its delegate(s) to carry out any investigation deemed necessary to verify the correctness of the statements and documents submitted and that such documents reasonably reflect the ability of the Bidder to provide the goods and services required by the Council.**

## PLEASE NOTE

### ❖ **The Municipal Manager may cancel a contract awarded to a person if:**

- a) The person committed a corrupt or fraudulent act during the procurement process or in the execution of the contract, or
- b) An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited that person.

### ❖ **The Municipal Manager may reject the bid or quote of any person if that person or any of its directors has:**

- c) Failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months;
- d) Failed, during the last five years, to perform satisfactorily on a previous contract with the Polokwane Municipality or any other organ of State after written notice was given to that bidder that performance was unsatisfactory;
- e) Abused the supply chain management system of the Municipality or have committed any improper conduct in relation to this system;
- f) Been convicted of fraud or corruption during the past five years;
- g) Wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
- h) Been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004) or has been listed on National Treasury's database as a person prohibited from doing business with public sector.

## **Tendered rates**

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

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

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



### **3 Business Registration**

Prospective bidders shall be registered:

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

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

Tender offers will only be accepted if:

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

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

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

## **Annexure A: Standard Conditions of Tender**

### **F.1 General**

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

The employer and each bidder submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently.

#### **F.1.2 Tender Documents**

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

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

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

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

**F.1.3.3** For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

- a) **Comparative offer** means the bidder's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration
- b) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- c) **Fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- d) **Quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

#### **F.1.4 Communication and employer's agent**

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

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

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

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

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

### **F.2.1 Eligibility**

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

### **F.2.2 Cost of tendering**

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

### **F.2.3 Check documents**

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

### **F.2.4 Confidentiality and copyright of documents**

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

### **F.2.5 Reference documents**

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

### **F.2.6 Acknowledge addenda**

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

### **F.2.7 Clarification meeting**

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

### **F.2.8 Seek clarification**

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

### **F.2.9 Insurance**

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

### **F.2.10 Pricing the tender offer**

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

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

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

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

#### **F.2.11 Alterations to documents**

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

#### **F.2.12 Alternative tender offers**

**F.2.12.1** Submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.

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

#### **F.2.13 Submitting a tender offer**

**F.2.13.1** Submit a tender offer to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

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

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

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

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

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

**F.2.13.7** Seal the original tender offer and copy packages together in an outer package that

states on the outside only the employer's address and identification details as stated in the tender data.

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

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

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

#### **F.2.15 Closing time**

**F.2.15.1** Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the tender data.

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

#### **F.2.16 Tender offer validity**

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

**F.2.16.2** If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period.

#### **F.2.17 Clarification of tender offer after submission**

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

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

#### **F.2.18 Provide other material**

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

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

#### **F.2.19 Inspections, tests and analysis**

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

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

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

## **F.2.21 Check final draft**

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

## **F.2.22 Return of other tender documents**

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

## **F.2.23 Certificates**

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

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

### **F.3.1 Respond to clarification**

Respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all bidders who drew procurement documents.

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

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

### **F.3.3 Return late tender offers**

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

### **F.3.4 Opening of tender submissions**

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

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

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

### **F.3.5 Two-envelope system**

**F.3.5.1** Where stated in the tender data that a two-envelope system is to be followed, open

only the technical proposal of valid tenders in the presence of bidders' agents who choose to attend at the time and place stated in the tender data and announce the name of each bidder whose technical proposal is opened.

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

### **F.3.6 Non-disclosure**

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

### **F.3.7 Grounds for rejection and disqualification**

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

### **F.3.8 Test for responsiveness**

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

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

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

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

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

### **F.3.9 Arithmetical errors**

**F.3.9.1** Check responsive tender offers for arithmetical errors, correcting them in the following manner:

- a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern
- b) If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the bidder's addition of prices, the total of the prices

shall govern and the bidder will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices

**F.3.9.2** Consider the rejection of a tender offer if the bidder does not correct or accept the correction of his arithmetical errors in the manner described in F.3.9.1.

### **F.3.10 Clarification of a tender offer**

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

### **F.3.11 Evaluation of tender offers**

#### **F.3.11.1 General**

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate it using the tender evaluation method that is indicated in the Tender Data and described below:

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

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



### F.3.11.2 Scoring Financial Offers

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

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

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

Where:

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

### F.3.11.3 Scoring quality (functionality)

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

### F.3.12 Insurance provided by the employer

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

### F.3.13 Acceptance of tender offer

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

**F.3.13.2** Notify the successful bidder of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful bidder as described in the form of offer and acceptance.

### F.3.14 Notice to unsuccessful bidders

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

### F.3.15. Prepare contract documents

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

- a) Addenda issued during the tender period,
- b) Inclusion of some of the returnable documents,
- c) Other revisions agreed between the employer and the successful bidder, and
- d) The schedule of deviations attached to the form of offer and acceptance, if any.

#### **F.3.16 Issue final contract**

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

#### **F.3.17 Complete adjudicator's contract**

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

#### **F.3.18 Provide copies of the contracts**

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

**A: SCHEDULE OF LABOUR CONTENT**

The Tenderer must complete the table below to reflect the labour force anticipated to be employed on this contract, including labour employed by sub-contractors. The specified target value is 10% of the contract value

**Note:** The full amount of this 10% target value should be obtained from Local Labour content. This 10% labour content shall be from the LOCAL COMMUNITY, the contractors own key skilled and unskilled personnel will not be counted towards the said 10% of the contract amount minimum labour content

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

**Notes to Tenderer:**

- (1) Labour is defined as hourly paid personnel.
- (2) The penalty will be applied for non-compliance during the contract or for fraudulent disclosure

SIGNED ON BEHALF OF THE TENDERER: .....

**B: EMPLOYMENT OF AFFIRMATIVE BUSINESS ENTERPRISE (ABE)**

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

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

**Notes to tenderer:**

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

SIGNED ON BEHALF OF THE TENDERER .....

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

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

SIGNED ON BEHALF OF THE TENDERER .....

## 1. GENERIC TRAINING

Name of Training Institution:.....

Name of Programme:.....

Trainer's Name	Qualification	Subject

**Notes to tenderer:**

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

SIGNED ON BEHALF OF THE TENDERER .....

## 2. ENGINEERING STUDENT TRAINING

Name of Training Institution:.....

Name of Programme:.....

Trainer's Name	Qualification	Subject

### Notes to tenderer:

1. Provide details here, or attach hereto, the subjects to be covered and the manner in which the training is to be delivered.
2. Provision should also include on-job student / (in-service) training for the duration of the construction at a monthly stipend of R 4 500.00

SIGNED ON BEHALF OF THE TENDERER .....

## **POLOKWANE MUNICIPALITY**

### **T2.1 List of Returnable Documents**

The bidder must complete the following returnable documents:

#### **1. Returnable Schedules required only for tender evaluation purposes**

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

#### **2. Other documents required only for bid evaluation purposes**

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

#### **3. Other documents that will be incorporated into the contract**

3.1 The offer portion of the C1.1 Offer and Acceptance

3.2 C1.2 Contract Data (Part 2)

3.3 C2.2 Bills of Quantity



## Certificate of Authority of Signatory

A	Company	
---	---------	--

B	Partnership	
---	-------------	--

C	Joint Venture	
---	---------------	--

D	Sole Proprietor	
---	-----------------	--

E	Close Corporation	
---	-------------------	--

I, ....., chairperson of the board of directors of .....

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

As witnesses:

1. ....

Chairman

.....  
Print Name

.....  
Print Name

2.....

Date \_\_\_\_\_

.....  
Print Name

## B. Certificate of partnership

We, the undersigned, being the key partners in the business trading as .....

....., hereby authorize Mr./Ms. ...., acting in

the capacity of ....., to sign all documents in connection with

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

<b>Nam e</b>	<b>Address</b>	<b>Signatur e</b>	<b>Dat e</b>

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

## C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize

Mr/Ms ....., authorized signatory of the firm .....

....., acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract ..... and any contract resulting from it on our behalf.

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

<b>Name of Firm</b>	<b>Address</b>	<b>Authorizing</b>	
		<b>Signature</b>	<b>Name</b>
Lead Partner			

#### D. Certificate for sole proprietor

I, ....., hereby confirm that I am the sole owner of the

business trading as  
.....

As witnesses: -

1. ....

.....

**Signature: Sole Owner**

.....

.....

**Print Name**

**Print Name**

2. ....

.....

**Date**

.....

**Print Name**

#### E. Certificate for Close Corporation

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

..... hereby authorize Mr/Ms .....,  
acting in

the capacity of ....., to sign all documents in connection  
with

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

<b>Nam e</b>	<b>Address</b>	<b>Signatur e</b>	<b>Dat e</b>

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

**A. CERTIFICATE OF REGISTRATION WITH THE CONSTRUCTION INDUSTRY DEVELOPMENT BOARD**

**1. General**

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

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

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

**2. Status**

Tenderers shall fill in the following sections of this form, depending on

their status: 2.1 Section A

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

**2.2 Section B**

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

**2.3 Section C**

Tenderers who have submitted the first application.

**2.4 Section D**

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

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

[illegible]

## SECTION B

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

behalf of thefollowing entity: .....  
hereby declare that the above mentioned entity has achieved registration with the Construction In-  
dustry Development Board on date ....., furthermore declare that the  
existing grading designation is:

Contract Value 

--

Type of Work 

--	--

and the following update has been applied for:

Amendment of category status

Change of Particulars	
Annual confirmation of Particulars	
Renewal of Registration	

mark with "☐"

.....  
Signature of Tenderer

.....  
Signature of Witness

.....  
Print Name

.....  
Print Name

## SECTION C

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

behalf of the following entity: .....  
hereby declare that the above mentioned entity has submitted its RRST APPLICATION FOR  
REGISTRATION with the Construction Industry Development Board on date .....

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

Signature of Tenderer

Signature of Witness

Print Name

Print Name

## SECTION D

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

.....

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

Name of Lead Partner:		
Contract Value		
Type of Work		

Name of 2 <sup>nd</sup> Partner:		
Contract Value		
Type of Work		

Name of 3 <sup>rd</sup> Partner:		
Contract Value		
Type of Work		

.....

Signature of Tenderer

.....

Print Name

.....

Signature of Witness

.....

Print Name



**B. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES (WHERE APPLICABLE)**

Employer: .....

Contract Number: .....

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

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

NOTE 3 Provide a copy of the Joint Venture agreement. Demonstrate that the partners to theJoint Venture share in the ownership, control, management responsibilities, risks and profits of the Joint Venture. The Joint Venture agreement shall include specific details relating to:

- a) the contributions of capital and equipment;
- b) portions of the Contract to be performed by the partner's own resources; and
- c) portions of the Contract to be performed under the supervision of each partner.

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

**1. Joint Venture Particulars**

Name .....

Postal Address .....

Physical Address .....

.....

Telephone .....

Fax .....

Name of authorized representative .....

**2. Identity of Partner No. 1**

Name .....

Postal Address .....

Physical Address .....

.....

Telephone .....

Fax .....

Contact Person .....

3. **Identity of Partner No. 2**

Name .....

Postal Address .....

Physical Address .....

.....

..... Telephone

..... Fax

.....

.....

Contact Person .....

4. **Identity of Partner No. 3**

Name .....

Postal Address .....

Physical Address .....

.....

..... Telephone

..... Fax

.....

.....

Contact Person .....

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

Partner No. 1: .....

.....

Partner No. 2: .....

.....

.

Partner No. 3:

.....

.....

**6. Ownership of the joint venture**

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

Partner No. 2 ..... %

Partner No. 3 ..... %

(ii) Partner percentage in respect of:

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

Partner No. 2 ..... %

Partner No. 3 ..... %

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

Partner No. 2 R.....

Partner No. 3 R.....

(iii) Anticipated ongoing capital

contributions: Partner No. 1

R.....

Partner No. 2 R.....

Partner No. 3 R.....

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

Partner No. 1: .....

.....

..... Partner No. 2:

.....

.....

..... Partner No. 3:

.....

.....

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

a) Partner No. 1

- (i) .....
- (ii) .....
- (iii) .....
- (iv) .....
- (v) .....

b) Partner No. 2

- (i) .....
- (ii) .....
- (iii) .....
- (iv) .....
- (v) .....

c) Partner No. 3

- (i) .....
- (ii) .....
- (iii) .....
- (iv) .....
- (v) .....

8. **Control and participation in the joint venture**

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

a) Joint Venture cheque signing

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

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

.....  
.....

- .....
- c)      Signing, co-signing or collateralizing of loans
- .....
- .....
- .....
- d)      Acquisition of lines of credit
- .....
- .....
- .....
- e)      Acquisition of demand bonds
- .....
- .....
- .....
- f)      Negotiating and signing of labour agreements
- .....
- .....
- .....

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

- a)      Supervision of field operations.....
- .....
- b)      Major purchasing
- .....
- .....
- c)      Estimating
- .....
- d)      Technical management
- .....
- .....

10.

### Management and control of the joint venture

- a) Identify the managing partner

.....

.....

.....

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

Partner No. 1: .....

.....

..... Partner No. 2:

.....

Partner No. 3: .....

.....

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

Management Function/Designation	Name	Partner

11.

### Personnel

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

Trade/function/discipline	Number


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

.....

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

.....

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

.....

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

.....

.....

## 12. Services

List the firms who provide the following services:

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

## 13. Control and structure of the Joint Venture

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

.....

.....

.....

The undersigned warrants that he/she is duly authorised to sign this Joint Venture disclosure form and affirms that the foregoing statements are correct and include all the material information necessary to identify and explain the terms and operations of the Joint

Venture and the intended participation of each partner in the undertaking.

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

Duly authorized to sign on behalf of: .....

..... **(the Joint Venture)**

Signature: ..... Print Name: .....

Name: .....

Address: .....

.....

Telephone: .....

Date: .....

Duly authorized to sign on behalf of:

.....

.....

**(Partner No. 1)**

Signature: ..... Print Name: .....

Name: .....

Address: .....

.....

Telephone: .....

Date: .....

Duly authorized to sign on behalf of:

.....

.....

**(Partner No. 2)**

Signature: ..... Print Name: .....

Name: .....

Address: .....



.....  
Telephone: .....

Date: .....

Duly authorized to sign on behalf of: .....  
.....

**(Partner No. 3)**

Signature: ..... Print Name: .....

Name: .....

Address: .....  
.....

Telephone: .....

Date: .....

**c. COMPULSORY ENTERPRISE QUESTIONNAIRE**

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

**Section 1: Name of enterprise:** .....

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

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

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

Name*	Identity number*	Personal income tax number*

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

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

Company registration number .....

Close corporation number .....

Tax reference number .....

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

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

following:

<input type="checkbox"/> a member of any municipal council <input type="checkbox"/> a member of any provincial legislature <input type="checkbox"/> a member of the National Assembly or National Council of Provinces <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 the constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity <input type="checkbox"/> an employee of Parliament or a provincial legislature
---	---

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

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

\*insert separate page if necessary

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

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

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

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

\*insert separate page if necessary

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

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

Signed		Date	
Name		Position	
Enterprise name			

**D. RECORD OF ADDENDA TO TENDER DOCUMENTS**

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

<b>No.</b>	<b>Date</b>	<b>Title or Details</b>
<b>1.</b>		
<b>2.</b>		
<b>3.</b>		
<b>4.</b>		
<b>5.</b>		
<b>6.</b>		
<b>7.</b>		
<b>8.</b>		

Attach additional pages if more space is required.

Signed		Date	
Name		Position	
Tenderer			

**F. PROPOSED AMENDMENTS AND QUALIFICATIONS**

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

The Tenderer's attention is drawn to clause F.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the employer's handling of material deviations and qualifications.

<b>Page</b>	<b>Clause or item</b>	<b>Propo s al</b>		
Signed			Date	
Name			Position	
Tenderer				

**G. FORM OF INTENT TO PROVIDE A DEMAND GUARANTEE**

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

(\*) Insurance Company (name)

.....

(of address)

.....

.....

(\*) Commercial Bank

(Name) .....

(Branch) .....

(of address)

.....

.....

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

stipulated. (\*) : delete whichever is not applicable.

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

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

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

## H. SCHEDULE OF PROPOSED SUBCONTRACTORS

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

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

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

No	Name and address of proposed Subcontractor	Nature and extent of work	Previous experience with Subcontractor.
1.			
2.			
3.			
4.			
5.			

Signed		Date	
Name		Position	
Tenderer			

I. **SCHEDULE OF AVAILABLE INFRASTRUCTURE,  
RESOURCES AND EXPERIENCE**

1. **Tenderer's List of Third Party Design Engineers**

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

Notes: (i) All costs of third party designs shall be borne solely by the Tenderer.

(ii) This Schedule must be accurately completed. Phrases such as "to be advised" will not be accepted.

Section of Works	Name and Address of Registered Engineer				ECSA Registration No.

2. **Tenderer's Personnel Profile**

Key Staff Permanently employed, of foreman level and above	Number of staff
Sub-Total	
Other Permanent Staff	Number of staff
Sub-Total	
Temporary Staff	Number of staff
Sub-Total	



3. **List the Firms who provide the following services:**

Service	Name	Contact Person	Telephone
Accounting			
Auditing			
Insurance			
Legal			

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

Loan Source	Address	Date of Loan	Loan Amount

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

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

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

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

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

.....

.....

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

.....

.....

---

.....

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

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

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

(iii) In calculation of the last column,

$j = d$	$m = l + g$
$k = j + e$	$n = m + h$
$l = k + f$	etc

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

---

66

## J. FINANCIAL INFORMATION OF TENDERER

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

### **Tenderer Details**

Tender Description : .....

Contract Period : .....

Name of Tenderer : .....

Bank Account Number : .....

Tendered Amount : .....

Demand Guarantee will be provided by this Bank: YES ☐ NO ☐

If yes, state amount of Demand Guarantee: R .....

### **Financial Institution**

Name of Commercial Bank : .....

Branch : .....

Name of Bank Manager : .....

Telephone Number : .....

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

.....  
(Tenderer) has operated an account with us for the last      years.  
We have been requested to provide a bank rating based in relation to the financial capability of the Tenderer, taking into account directives set out in the following two tables.

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

The value on which our Bank Rating of the Tenderer is based is

R. ....

(In words.....only)

**The Bank Rating is code:** .....

.....  
Signature: Manager Financial  
Institution

.....  
Print Name

.....  
Date

**ANNEXURE: B****K. CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS**

TO: MUNICIPAL MANAGER, POLOKWANE MUNICIPALITY

FROM: \_\_\_\_\_(Name of Tenderer)

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

Directors/ shareholders/ Partner	Physical address of the Business	Municipa l Account No.	Physical residential address of the Director/ Shareholder/ Partne r	Municipa l Account No.

**NB: Please attach certified copy of ID document(s)**\_\_\_\_\_  
**Signatory**\_\_\_\_\_  
**Date****Witnesses**1. \_\_\_\_\_  
**Full Names**\_\_\_\_\_  
**Signature**\_\_\_\_\_  
**Date**2. \_\_\_\_\_  
**Full Names**\_\_\_\_\_  
**Signature**\_\_\_\_\_  
**Date**

**L. AUTHORISATION FOR DEDUCTION OF OUTSTANDING AMOUNTS  
OWED TO COUNCIL**

TO: MUNICIPAL MANAGER, POLOKWANE MUNICIPALITY

FROM: \_\_\_\_\_ (Name of the  
Tenderer or Consortium)

I, \_\_\_\_\_ the undersigned, hereby authorise the Polokwane  
Municipality to deduct the full amount outstanding by the  
business organisation/Director/Shareholder/Partner, etc. from any payment  
due by us/me.

Signed at \_\_\_\_\_ Date \_\_\_\_ Month \_\_\_\_ 20 \_\_\_\_

Print Name: \_\_\_\_\_

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

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

\_\_\_\_\_  
**Signatory**

\_\_\_\_\_  
**Date**

**Witnesses**

1. \_\_\_\_\_  
**Full Names**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

2. \_\_\_\_\_  
**Full Names**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

**M. DECLARATION OF INTEREST**

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

Full Name: \_\_\_\_\_

Identity No: \_\_\_\_\_

Company Registration No: \_\_\_\_\_

Tax Reference No: \_\_\_\_\_

VAT Registration No: \_\_\_\_\_

Are you at present in the service of the State? **Yes/No**

If so, furnish particulars

- 
- 
- **Municipal Supply Chain Management Regulation:** "In the service of the State" means to be –
    - (a) A member of –
      - (i) Any Municipal council;
      - (ii) Any Provincial legislature; or
      - (iii) The National Assembly or National Council of Provinces;
    - (b) A member of 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 Parliament or provincial legislature.
    - (f) A member of the accounting authority of any national or provincial public entity; or
    - (g) An employee of Parliament or a provincial legislature

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

If so, furnish particulars.

---

---



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

If so, furnish particulars.

---

---

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

If so, furnish particulars?

---

---

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

**YES/N**

**O**

If so, furnish particulars.

---

---

Are any spouses, child or parent of the company's directors, managers, principle shareholders or stakeholders in service of the State?

**YES/N**

**O**

If so, furnish particulars?

---

---

### **CERTIFICATION**

**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 Tenderer**

**N. THE NATIONAL INDUSTRIAL PARTICIPATION****PROGRAMMEINTRODUCTION**

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

**1 PILLARS OF THE PROGRAMME**

1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:

- (a) Any single contract with imported content exceeding US\$10 million.or
- ( b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million. or
- (c) A contract with a renewable option clause, where should the option be exercised thetotal value of the imported content will exceed US\$10 million. or
- ( d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.

1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.

1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers

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

## 2. REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

- 2.1 In order to ensure effective implementation of the programme, successful Tenderers (contractors) are required to, immediately after the award of a contract that is in excess of **R10million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.
- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

### **3 TENDER SUBMISSIONS AND CONTRACT REPORTING REQUIREMENTS OF TENDERERS AND SUCCESSFUL TENDERERS (CONTRACTORS)**

3.1 Tenderers are required to sign and submit this Standard Tendering Document (SBD 5) together with the Tender on the closing date and time.

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

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

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

### **4 PROCESSES TO SATISFY THE NIP OBLIGATION**

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

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

4.2 The NIP obligation agreement is between the DTI and the successful Tenderer

(contractor) and, therefore, does not involve the purchasing institution

Tender number ..... Closing date:.....

Name of Tenderer.....

Postal address .....

.....

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

Date.....

**O. DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)**

For all procurement expected to exceed R10 million (all applicable taxes included), Tenderers must complete the following questionnaire

- 1 Are you by law required to prepare annual financial statements for auditing?
- 1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....

.....

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

- 2.1 If no, this serves to certify that the Tenderer has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.

- 2.2 If yes, provide particulars.

.....

.....

.....

.....

\* Delete if not applicable

- 3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? **\*YES / NO**

- 3.1 If yes, furnish particulars

.....

.....

- 4 Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? **\*YES/NO**

- 4.1 If yes, furnish particulars

.....

.....

**CERTIFICATION**

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

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

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

.....  
**Signature**

.....  
**Date**

.....  
... ..**Position**

.....  
**Name of Tenderer**



## Q DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

This Municipal Tendering Document (MBD) must form part of all Tenders 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, Tenderers 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 1286:201x.

### 1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9. (1) and 9. (3) make provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of Tenders local production and content is of critical importance, such Tenders must be advertised with the specific Tendering condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Regulation 9.(3) prescribes that where there is no designated sector, a specific Tendering 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 Tenders referred to in paragraphs 1.2 and 1.3 above, a two stage Tendering 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 Tender 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 Tender 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 Tender as required in paragraph 4.1 below.

1.7. A Tender will be disqualified if:

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

## 2. Definitions

- 2.1. **“Tender”** includes advertised competitive Tenders, written price quotations or proposals;
- 2.2. **“Tender price”** price offered by the Tenderer, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a Tender 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 Tender 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 Tender price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“Sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

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

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

### 4. Does any portion of the services, works or goods offered have any imported content? YES / NO

- 4.1 If yes, the rate(s) of exchange to be used in this Tender 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 Tender.

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

**IN RESPECT OF TENDER No.** .....

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

.....

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

I, the undersigned,.....(full names),

do hereby declare, in my capacity as

.....

of .....(name of Tenderer 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 Tender comply with the minimum local content requirements as specified in the Tender, 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:

Tender price, excluding VAT (y)	R
---------------------------------	---

Imported content (x)	R
Stipulated minimum threshold for Local content (paragraph 3above)	
Local content % as calculated in terms of SATS 1286	

If the Tender 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 Tender is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

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

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

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

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

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

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

**P. DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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

ITEM	QUESTION	YES	NO
4.1	Is the Tenderer or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? <b>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).</b>		
4.1.1	If so, furnish particulars:		
4.2	Is the Tenderer or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corruption Activities Act (No 12 of 2004)? <b>(To access this Register enter the National Treasury's website <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012 326 5445).</b>		
4.2.1	If so, furnish particulars:		
4.3	Was the Tenderer or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during		

	the past five years?		
4.3.1	If so, furnish particulars:		
4.4	Does the Tenderer or any of its directors owe any municipal rates and taxes or municipal charges to the municipality/municipal entity, or any other municipality/municipal entity, that is in arrears for more than three months?		
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the Tenderer and the municipality/municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?		
4.5.1	If so, furnish particulars:		

### CERTIFICATION

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

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

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Position**

\_\_\_\_\_  
**Name of Tenderer**

**Q. CERTIFICATE OF INDEPENDENT TENDER DETERMINATION**

- 1 This Municipal Tendering Document (MBD) must form part of all Tenders<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive Tendering (or Tender rigging). <sup>2</sup> Collusive Tendering 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 Tender of any Tenderer if that Tenderer 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 Tendering 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 Tenders are considered, reasonable steps are taken to prevent any form of Tender-rigging.
- 5 In order to give effect to the above, the attached Certificate of Tender Determination (MBD 9) must be completed and submitted with the Tender:

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

<sup>2</sup> Tender rigging (or collusive Tendering) 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 Tendering process. Tender rigging is, therefore, an agreement between competitors not to compete.



**S. CERTIFICATE OF INDEPENDENT TENDER DETERMINATION**

I, the undersigned, in submitting the accompanying Tender:

\_\_\_\_\_  
(Tender Number and

Description)in response to the invitation for the Tender

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 Tenderer)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying Tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the Tenderer to sign this Certificate, and to submit the accompanying Tender, on behalf of the Tenderer;
4. Each person whose signature appears on the accompanying Tender has been authorized by the Tenderer to determine the terms of, and to sign, the Tender, on behalf of the Tenderer;
5. For the purposes of this Certificate and the accompanying Tender, I understand that the word "competitor" shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
  - (a) has been requested to submit a Tender in response to this Tender invitation;
  - (b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the Tenderer and/or is in the same line of business as the Tenderer

6. The Tenderer has arrived at the accompanying Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive Tendering.
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 Tender;
  - (e) the submission of a Tender which does not meet the specifications and conditions of the Tender; or
  - (f) Tendering with the intention not to win the Tender.
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 Tender invitation relates.
9. The terms of the accompanying Tender have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.

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

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Tenders and contracts, Tenders 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 Tenderer**

#### **R. COMPLIANCE WITH OHSA (ACT 85 OF 1993)**

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

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

**Signature of Tenderer:** .....

**Date:** .....

## **S. DAY WORK SCHEDULE**

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

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

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

### **1. LABOUR AND MATERIALS**

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

### **2. PLANT AND EQUIPMENT**

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

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

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

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

### **A. LABOUR**

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



**POLOKWANE MUNICIPALITY**

**C1.1 Form of Offer and Acceptance**

**Offer**

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

**Project Description:** INSTALLATION OF TRAFFIC LIGHTS AT SOUTHERN GATEWAY INTERSECTION ALONG N1

**Contract Number:** PM68/2021

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

By the representative of the Bidder, deemed to be duly authorized, signing this part of this Form of Offer and Acceptance, the Bidder offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

The offered total of the prices inclusive of value-added-tax is

.....

..... (amount in words);

R..... (amount in figures)

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

Signature(s) .....

Print Name(s) .....

Capacity .....

For the Tenderer .....

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

Signature of witness ..... Date: .....

Print Name .....

**Important Note**

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

## **ACCEPTANCE**

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

The terms of the contract are contained in

Part 1 : Agreements and Contract Data (which include this Agreement)

Part 2 : Pricing Data

Part 3 : Scope of Work

Part 4 : Site Information

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

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto, as listed in the Tender Schedules, as well as any changes to the terms of the Offer agreed by the Bidder and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which shall be signed by the authorized representative(s) of both parties.

The Bidder shall, within 7 days of receiving a completed copy of this Agreement (including the Schedule of Deviations, if any), contact the Employer's Agent (whose details are given in the Contract Data) to arrange the delivery of any guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data. Failure to fulfil any of the obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Bidder receives one fully completed copy of this original document, including the Schedule of Deviations (if any). Such date should be confirmed in a manner that can be read, copied and recorded and shall be accepted by the contracting parties as the Commencement Date. This agreement shall constitute a binding contract between the parties.

Signature(s) .....

Print Name(s) .....

Capacity .....

For the Tenderer .....

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

Signature of witness .....

Date: .....

Print Name .....

## **SCHEDULE OF DEVIATIONS**

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

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

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

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

### 3.1 Subject

.....

Details .....

### 3.2 Subject

.....

Details .....

### 3.3 Subject

.....

Details .....

By the duly authorized representatives signing this Schedule of Deviations, the Employer and the Contractor agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Contractor and the Employer in concluding this process of offer and acceptance; in witness thereof the parties hereto have caused this agreement to be executed.

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

Signed by: ..... Signed by: .....

Print Name: ..... Print Name: .....

Address: ..... Address: .....

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

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



Witness: ..... Witness: .....

Print Name: ..... Print Name: .....

Date: ..... Date: .....

---

## **PART C1 AGREEMENT AND CONTRACT DATA**

### **C.1.2 Contract Data**

#### **CONTENTS**

#### **C.1.2.1 Part 1: Data provided by the Employer**

C.1.2.1.1 Conditions of Contract

C.1.2.1.2 Contract-specific Data

C.1.2.1.2.1 Compulsory Data

C.1.2.1.2.2 Variations to the General Conditions of Contract

C.1.2.1.2.3 Additional clauses to the General Conditions of Contract

### **C.1.2.1 Part 1: Data provided by the Employer**

#### **C.1.2.1.1 Conditions of Contract**

The Conditions of Contract are:

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

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

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

Tel +27 (0)11 805 5947

#### **The following Notes apply:**

##### **Note 1**

The GCC 2015 makes several references to the Contract Data.

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

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

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

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

##### **Note 2**

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

#### C.1.2.1.2 Contract-specific Data

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

##### C.1.2.1.2.1 Compulsory Data

Clause	Data
1.1.1.13	The Defects Liability Period is <b>12 months</b>
1.1.1.14	The time for achieving Practical Completion is <b>03 months</b>
1.1.1.15	The name of the Employer is Polokwane Municipality
1.1.1.26	The Pricing Strategy of a Re-measurement Contract shall apply
1.2.1.2	<p>The address of the Employer is:</p> <p>Physical address: Civic Centre Landdros Mare Street Polokwane City</p> <p>Postal address: PO Box 111 Polokwane 0700</p> <p>e-mail address: <a href="mailto:pilotr@polokwane.gov.za">pilotr@polokwane.gov.za</a></p> <p>Contact numbers: Corporate: 015 290 2204 Direct: 015 290 2206</p>
1.1.1.16	<p>The name of the Employer's Agent is:</p> <p><b>Mapoxe Consulting Engineers</b></p>

Clause	Data																																																								
1.2.1.2	<p>The address of the Employer's Agent is:</p> <p><b>Physical address:</b> 100 McDonald Avenue Fauna Park Polokwane 0787</p> <p><b>Postal Address:</b> P.O. Box 2398 Polokwane 0700</p> <p>E-mail: <a href="mailto:office@mapoxe.co.za">office@mapoxe.co.za</a></p> <p>Contact numbers: Corporate: 015 291 2101 Fax: N/A</p>																																																								
3.1.3	<p>The Engineer shall obtain the specific approval of the Employer before executing any of his functions or duties according to the following table:</p> <table><tr><th>GCC Clause No</th><th>Description</th><th>Requires EWA*</th><th>Delegated to ER*</th></tr><tr><td>3.2.1</td><td>Employer's Agent Representative's appointment and termination</td><td>Y</td><td></td></tr><tr><td>3.2.4</td><td>Employer's Agent Representative acting on Employer's Agent behalf</td><td>Y</td><td></td></tr><tr><td>4.5.4</td><td>Payment for notices and fees</td><td>Y</td><td></td></tr><tr><td>4.7.1</td><td>Fossils, etc. on Site</td><td>Y</td><td></td></tr><tr><td>5.7.2</td><td>Work at night</td><td>Y</td><td></td></tr><tr><td>5.7.3</td><td>Acceleration of rate of progress</td><td>Y</td><td></td></tr><tr><td>5.7.3</td><td>Payment for acceleration</td><td>Y</td><td></td></tr><tr><td>5.9.1</td><td>Instructions and drawings on Commencement Date</td><td></td><td>Y</td></tr><tr><td>5.11.1</td><td>Suspension of the Works</td><td></td><td>Y</td></tr><tr><td>5.11.3</td><td>Proceeding with Works after suspension</td><td>Y</td><td></td></tr><tr><td>5.12.4</td><td>Acceleration instead of extension of time</td><td>Y</td><td></td></tr><tr><td>5.13.2</td><td>Reduction of penalty</td><td></td><td>Y</td></tr><tr><td>6.3.1</td><td>Variation orders</td><td>Y</td><td></td></tr></table>	GCC Clause No	Description	Requires EWA*	Delegated to ER*	3.2.1	Employer's Agent Representative's appointment and termination	Y		3.2.4	Employer's Agent Representative acting on Employer's Agent behalf	Y		4.5.4	Payment for notices and fees	Y		4.7.1	Fossils, etc. on Site	Y		5.7.2	Work at night	Y		5.7.3	Acceleration of rate of progress	Y		5.7.3	Payment for acceleration	Y		5.9.1	Instructions and drawings on Commencement Date		Y	5.11.1	Suspension of the Works		Y	5.11.3	Proceeding with Works after suspension	Y		5.12.4	Acceleration instead of extension of time	Y		5.13.2	Reduction of penalty		Y	6.3.1	Variation orders	Y	
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Clause	Data			
	<b>GCC Clause No</b>	<b>Description</b>	<b>Requires EWA*</b>	<b>Delegated to ER*</b>
	6.3.2.1	Confirmation of a Variation Order	Y	
	6.4.1.4	Day-works as a Variation Order	Y	
	6.5.2	Materials for day-works	Y	
	6.8.4	Costs due to changes in legislation	Y	
	6.11.1	Variations exceeding 20%		Y
	8.2.2.2	Damage due to excepted risks		Y
	10.1.5	Consultation on Contractor's claim	Y	Y
	10.1.5	Ruling on Contractor's claim	Y	N
	*The following abbreviations apply: ER    Employer's Agent Representative EWA   Employer's Agent Written Action N      No NA    Not Applicable Y      Yes			
3.1.4	Delete this clause.			
4.9.1	The Contractor shall deliver to the Employer's Agent, on a monthly basis, a detailed inventory of Construction Equipment kept on Site, full particulars given for each day of the month. Distinction shall be made between Owned Equipment and Hired Equipment as well as Equipment in working order and Equipment out of order. Such inventory shall be submitted by the seventh day of the month following the month to be reported.			
4.10.2	The Contractor shall deliver to the Employer's Agent, on a monthly basis, a return in detail of supervisory staff and the number of categorized classes of labour employed each day for the said period by the Contractor for execution of the Contract. Such return shall be submitted by the seventh day of the month following the month to be reported.			

Clause	Data
5.3.1	<p>The documentation required before commencement with carrying Works execution are:</p> <ul style="list-style-type: none"> <li>• Health and Safety Plan (Refer to Clause 4.3)</li> <li>• A signed Agreement between the Employer and the Contractor for the Works to be completed by the Contractor in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (Act No.85 of 1993) and the Construction Regulations promulgated thereunder (Refer to Clause 4.3).</li> <li>• Proof of payment to the Employer, that the Contractor has paid all contributions required in terms of the Compensation for Occupational Injuries and Diseases Act, No 130 of 1993 (Refer to Clause 4.3).</li> <li>• Initial Programme of Works (Refer to Clause 5.6).</li> <li>• Security (Refer to Clause 6.2).</li> <li>• Insurance (Refer to Clause 8.6).</li> </ul>
5.3.2	The time to submit the documentation required before commencement with Works execution is <b>14 Days</b> .
5.4.2	The access and possession of Site shall not be exclusive to the Contractor but shall be as set out elsewhere in the Contract.
5.8.1	<p>The non-working Days are Sundays.</p> <p>The special non-working Days are:</p> <p>Statutory public holidays; and</p> <p>All annual year-end shutdown periods as recommended by the South African Federation of Civil Engineering Contractors (SAFCEC), and which commence after the Commencement Date and which commence before the Due Completion Date.</p>
5.13.1	The penalty for failing to complete the Works is <b>0,1</b> percent of contract price per calendar day.
5.16.3	The latent defect period is 10 years, commencing on the Day after the date of certification of Practical Completion.
6.5.1.2.3	<p>The percentage allowance to cover overhead charges is:</p> <p>50 per cent for labour; and</p> <p>15 per cent for materials.</p>



Clause	Data
6.8.2	<p>Contract Price Adjustment: The contract shall be subject to Contract Price Adjustment.</p> <p>The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule included in the General Conditions of Contract.</p> <p>The value of “x” is 0.15</p> <p>The values of the coefficients are:</p> <p>a = 0.25 Labour b = 0.3 Contractor’s equipment c = 0.35 Material d = 0.1 Fuel</p> <p>The Province wherein the larger part of the Site is located in <b>Polokwane</b>.</p> <p>The applicable industry for the Producer Price Index for material is Diesel</p> <p>The area for the Producer Price Index for fuel is Example Fuel index area</p> <p>The base month is:</p>
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80%. Proof of ownership is required.
6.10.3	<p>The limit of <b>retention money is 10%</b> of the value of the Contract Price.</p> <p><b>A Retention Money Guarantee of 50% of the paid retention monies is compulsory at the completion of the project.</b></p> <p>A penalty will be applied for non-delivery of the Retention Money Guarantee as required. The penalty will be 10% of the value of the completion Retention Money Amount per calendar month for late delivery of the said Retention Money Guarantee.</p>
8.6.1.1.2	The value of Plant and materials supplied by the Employer to be included in the insurance sum is <b>nil</b> .
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is a maximum of <b>5% (five percent)</b> of the Contract Sum.
8.6.1.3	The limit of indemnity for liability insurance is equal to the contract amount.
10.5.1	Dispute resolution shall be by standing adjudication, use GCC 2015, Appendix 5.
10.7.1	The determination of disputes shall be by arbitration.

#### C.1.2.1.2.2 Variations to the General Conditions of Contract

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

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

<b>Clause</b>	<b>Data</b>
6.10.4	<b>Delivery, dissatisfaction with and payment of payment certificate</b> Replace '28 days' in the seventh line with '35 days'.
6.10.5	<b>Payment of retention money</b> <i>Amend Clause 6.10.5 as follows:</i> <i>In the second line, add the words ' , if any,' after the words 'Defects Liability Period'</i>
6.10.6	<b>Set-off and delayed payments</b> <i>Amend Clause 6.10.6.2 as follows:</i> <i>Delete the words 'simple interest' and substitute with the words 'interest compounded monthly'.</i> <i>Delete the words 'Contractor's Bank' and substitute with the words 'Employer's Bank'</i>
6.11	<b>Variations exceeding 15 per cent</b> <i>Replace the marginal heading with:</i> <b>"Variations exceeding 20 per cent"</b> <i>Replace "15 per cent" with "20 per cent" in the text of this Sub-Clause</i>
7.4.4	<b>Cost of test specimens and tests</b> <i>Amend Clause 7.4.4.2 as follows:</i> In the <u>second</u> line of paragraph two, add the words ' <i>the requirements of</i> ' before the words ' <i>the Contract</i> '
7.8.2	<b>Cost of making good of defects</b> <i>Amend Clause 7.8.2.1 as follows:</i> <i>In the first line, correct the spelling of 'therefore'</i>
8.1.3	<b>Excessive loads and traffic</b> In the third line, add a comma after the word 'Site' as follows: '...in the vicinity of the Site, from...'.
8.3.1	<b>Excepted risks</b> <i>Amend Clause 8.3.1.12 as follows:</i> <i>In the second line, delete the words 'Employer or any of their' and substitute with 'or any of its'.</i>
8.6.6	<b>Contractor to produce proof of payment</b>

Clause	Data
	<p>"The Contractor shall before commencement of the Works produce to the Employer's Agent:</p> <p>8.6.6.1 The policies by which the insurances are effected,  8.6.6.2 Proof that due payment of all premiums there under, covering the full required period has been made, and  8.6.6.3 Proof of continuity of the policies for the required period.</p> <p>Should, during the currency of the Contract, the required period of insurance be extended for any reason, the Contractor shall timeously extend (so as to maintain) the said insurances for the full extended duration.</p> <p>The Employer's Agent shall be empowered to withhold all payment certificates until the Contractor has complied with his obligations in terms of this Clause 8.6.6."</p>
8.6.7	<p><b>Remedy on Contractor's failure to insure</b></p> <p><i>Delete sub-clause 8.6.7 and substitute with:</i></p> <p>"Failure on the part of the Contractor to effect and keep in force any of the insurances referred to in Clause 8.6.1 and its sub-clauses, is a fundamental breach of Contract, entitling the Employer to cancel the Contract by due notice in terms of Clause 9.2 and with specific reference to sub-clause 9.2.2, as amended in the Contract Data."</p>
9.1.2	<p><b>State of emergency</b></p> <p><i>In the <u>fourth</u> line, delete the words 'supply of' and substitute with 'availability of'.</i></p>
9.2	<p><b>Termination by Employer</b></p> <p><i>Delete the contents of Clause 9.2 and substitute with:</i></p> <p>"9.2.1 The Employer may terminate the Contract by written notice to the Contractor if:</p> <p>9.2.1.1 Sequestration of the Contractor's estate is ordered by a Court with due jurisdiction, or</p> <p>9.2.1.2 The Contractor publishes a notice of surrender or presents a petition for the surrender of his estate as insolvent, or makes a compromise with his creditors, or assigns in favour of his creditors, or agrees to carry out the Contract under the supervision of a committee representing his creditors, or (being a company) goes into liquidation, whether provisionally or finally (other than a voluntary liquidation for the purpose of amalgamation or reconstruction), or if the Contractor assigns the Contract without having first obtained the Employer's consent in writing, or if execution is levied on his goods, or</p>

Clause	Data
	9.2.1.3 The Contractor, or anyone on his behalf, or in his employ, offers to any person in the employ of the Employer or the Employer's Agent, a gratuity or reward or commission, or
	9.2.1.4 The Contractor furnished materially inaccurate information in his Tender, which had a bearing on the award of the Contract, or
	9.2.1.5 The Contractor has abandoned the Contract.
	9.2.2 If the Contractor:
	9.2.2.1 Has failed to commence the Works in terms of Clause 10 hereof, or has suspended the progress of the Works for fourteen (14) days after receiving from the Engineer written notice to proceed, or
	9.2.2.2 Has failed to provide the Guarantee in terms of Clause 7 within the time stipulated in the Contract Data, or
	9.2.2.3 Has failed to proceed with the Works with due diligence, or
	9.2.2.4 Has failed to remove materials from the Site or to pull down and replace work within fourteen (14) days after receiving from the Employer's Agent written notice that the said materials or work have been condemned and rejected by the Employer's Agent in terms of these conditions, or
	9.2.2.5 Is not executing the Works in accordance with the Contract, or is neglecting to carry out his obligations under the Contract, or
	9.2.2.6 Has, to the detriment of good workmanship or in defiance of the Employer's Agent instructions to the contrary, sublet any part of the Contract, or
	9.2.2.7 Has assigned the Contract or any part thereof without the Employer's consent in writing, then the Employer may give the Contractor 14 days' notice to rectify the default, and if the Contractor fails to rectify the default in said 14 days, then, without further notice, notify the Contractor in writing of the termination of the Contract and expel the Contractor and order the Contractor to vacate the site within 24 hours of issue of the Notice of Termination and to hand the Site over to the Employer, and the Employer may then enter upon the Site and the Works without affecting the rights and powers conferred on the Employer or the Employer's Agent by the Contract and the Employer may himself complete the Works or may employ another contractor to complete the Works, and the Employer or such other contractor may use for such completion so much of the Construction Equipment, Temporary Works and materials brought onto the Site by the Contractor as the Employer may think proper, and the Employer may at any time sell any of the said Construction Equipment, Temporary Works and unused materials and apply the proceeds of sale towards payment of any sums that may be due or become due to the Employer by the Contractor under the Contract. In such circumstances the Contractor shall forthwith vacate the Site and shall not be entitled to remain on the Site on the grounds that he is entitled to do so on a right of retention until amounts due to him have been paid, neither will the Contractor be entitled to any further payments in terms of this Contract.

Clause	<i>Data</i>
	<p>9.2.3 If the Contractor, having been given notice to rectify a default in terms of 9.2.2 above, rectifies said default, but later repeats the same or substantially the same default, then the Employer may notify the Contractor of the immediate termination of the Contract, and proceed as stated in the paragraph following the word 'writing' in Clause 9.2.2.7 above.</p>
	<p>9.2.4 Should the amounts that the Employer must pay to complete the Works, exceed the sum that would have been payable to the Contractor on due completion by him, then the Contractor shall upon demand pay to the Employer the difference, and it shall be deemed a debt due by the Contractor to the Employer and shall be recoverable accordingly. Provided that should the Contractor on demand not pay the amount of such excess to the Employer, such sum may be determined and deducted by the Employer from any sum due to or that may become due to the Contractor under this or any previous or subsequent contract between the Contractor and the Employer."</p>

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

Clause	Data
1.1	<p><b>Definitions</b></p> <p><i>Add the following at the end of Sub-Clause 1.1.1:</i></p> <p>1.1.1.35 “Client”, as used in the Occupational Health and Safety Act - Construction Regulations, means Employer.</p> <p>1.1.1.36 “Principal Contractor”, as used in the Occupational Health and Safety Act - Construction Regulations, means Contractor.</p>
4.12	<p><b>Contractor’s superintendence</b></p> <p><i>Add the following sub-clause 4.12.4 to Clause 4.12:</i></p> <p>“Where a form is included in the Contract Data for this purpose, the Tenderer shall fill in the name of the person he proposes to entrust with the post of Contractor’s Site Agent on this Contract in the space provided therefore. Previous experience of this person on work of a similar nature during the past five (5) years is to be entered on the form.</p> <p>The Contractor’s Site Agent shall be on Site at all times when work is being performed.</p> <p>The person shall be subject to approval of the Employer’s Agent in writing and shall not be replaced or removed from Site without the written approval of the Employer’s Agent.”</p>
5.6	<p><b>Programme</b></p> <p><i>Add the following sub-clause 5.6.6 to Clause 5.6:</i></p> <p>“Failure on the part of the Contractor to deliver to the Engineer, the</p> <ul style="list-style-type: none"> <li>• programme of the Works in terms of Clause 5.6.1 and</li> <li>• supporting documents in terms of Clause 5.6.2</li> </ul> <p>Within the period stated in the Contract Data, shall be sufficient cause for the Engineer to retain 25 per centum of the value of the Fixed Charge and Value-related items in assessment of amounts due to the Contractor, until the Contractor has submitted aforementioned first Programme of the Works and Supporting Documents”.</p>



Clause	Data
5.9.7	<p><b>Employer's Agent to approve Contractor's Designs and Drawings</b></p> <p><i>Add the following sub-clause 5.6.6 to Clause 5.6:</i></p> <p>"All designs, calculations, drawings and operation and maintenance manuals shall be fully endorsed by a third party registered engineer, accomplished in such specific field of practice and the cost thereof shall be borne solely by the Contractor.</p> <p>Once the alternative design has been approved, the Contractor shall indemnify and hold harmless the Employer's Agent, the Employer, their agents and assigns, against all claims howsoever arising out of the said design, whether in contract or delict".</p>
5.11	<p><b>Suspension of the Works</b></p> <p><i>Add the following sub-clause 5.11.4 to Clause 5.11:</i></p> <p>"If the Contractor does not receive from the Employer the amount due under an Interim Payment Certificate within 28 days after expiry of the time stated in sub-clause 6.10.4 within which payment is to be made (except for deductions in accordance with sub-clauses 6.10.1.6 and 6.10.1.7), the Contractor may, after giving 14 days' notice to the Employer, suspend the progress of the Works.</p> <p>The Contractor's action shall not prejudice his entitlements to a claim in terms of Clause 10.1 and to cancellation of the Contract in terms of Clause 9.3.</p> <p>If the Contractor subsequently receives full payment of the amount due under such Interim Payment Certificate before giving a notice of cancellation of the Contract, the Contractor shall resume normal working as soon as is reasonably practicable."</p>
5.12	<p><b>Extension of Time for Practical Completion</b></p> <p><i>Add the following at the end of Sub-Clause 5.12.2.2:</i></p> <p>"The extension of time to be allowed due to abnormal rainfall shall be calculated separately for each calendar month or part thereof in accordance with the following formula:</p> $V = (Nw - Nn) + \frac{Rw - Rn}{x}$ <p>where</p>

Clause	<i>Data</i>
	<p>V = Extension of time in calendar days for the calendar month under consideration</p> <p>Nw = Actual number of days during the calendar month on which a rainfall of 10 mm or more has been recorded</p> <p>Nn = Average number of days for the calendar month on which a rainfall of 10 mm or more has been recorded, as derived from existing rainfall records</p> <p>Rw = Actual recorded rainfall for the calendar month</p> <p>Rn = Average rainfall for the calendar month, as derived from existing rainfall records</p> <p>x = 20</p>
	<p>The rainfall records which shall provisionally be accepted for calculation purposes are:</p> <p>Based on records taken at:      <b>Rainfall Station: Polokwane</b>  <b>Years of record: 2006 – 2016</b></p>

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	<div>Table 1 – RAINFALL RECORDS FOR PERIOD: 2006 – 2016</div> <div>RAINFALL STATION: Polokwane Lat: 23.8570 Lon: 29.451 Height 1226m</div> <div>Average No of Days with Rainfall exceeding 10mm: 9.8 days/year</div> <div>Average Rainfall: 488.6mm/year station no: 0677802BX</div> <table><tr><th>M</th><th>AV</th><th>ST</th><th>N</th><th>NU</th><th>1</th><th>5.</th><th>10.</th><th>20.</th><th>50.</th><th>10</th><th>MAX</th><th>MAX</th></tr><tr><th>M</th><th></th><th>DE</th><th>RAI</th><th>M</th><th>5</th><th>1</th><th>20</th><th>50</th><th>10</th><th>90</th><th>DAY</th><th>DATE</th></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><th>M</th><th>AV</th><th>ST</th><th>N</th><th>NU</th><th>1</th><th>5.</th><th>10.</th><th>20.</th><th>50.</th><th>10</th><th>MAX</th><th>MAX</th></tr><tr><th>M</th><th></th><th>DE</th><th>RAI</th><th>M</th><th>5</th><th>1</th><th>20</th><th>50</th><th>10</th><th>90</th><th>DAY</th><th>DATE</th></tr><tr><td>JA</td><td>65.</td><td>39.</td><td>65.9</td><td>11</td><td>3.4</td><td>2.</td><td>1.3</td><td>0.7</td><td>0</td><td>0</td><td>38</td><td>1/18/20</td></tr><tr><td>FE</td><td>47.</td><td>49.</td><td>47.3</td><td>11</td><td>1.6</td><td>0.</td><td>1.1</td><td>0.6</td><td>0</td><td>0</td><td>49</td><td>2/26/20</td></tr><tr><td>M</td><td>58.</td><td>33.</td><td>58.4</td><td>11</td><td>3</td><td>1.</td><td>1.1</td><td>0.7</td><td>0.1</td><td>0</td><td>51.5</td><td>3/27/20</td></tr><tr><td>AP</td><td>43.</td><td>46.</td><td>43.3</td><td>11</td><td>1.5</td><td>1</td><td>0.7</td><td>0.5</td><td>0.1</td><td>0</td><td>68</td><td>4/4/201</td></tr><tr><td>M</td><td>10.</td><td>14</td><td>10.4</td><td>11</td><td>0.5</td><td>0.</td><td>0.3</td><td>0.1</td><td>0</td><td>0</td><td>29.2</td><td>5/8/200</td></tr><tr><td>JU</td><td>1.7</td><td>3.6</td><td>1.7</td><td>11</td><td>0.3</td><td>0</td><td>0.1</td><td>0</td><td>0</td><td>0</td><td>12</td><td>6/10/20</td></tr><tr><td>JU</td><td>2.4</td><td>4.3</td><td>2.4</td><td>11</td><td>0.3</td><td>0.</td><td>0.1</td><td>0</td><td>0</td><td>0</td><td>12.1</td><td>7/4/200</td></tr><tr><td>AU</td><td>2.3</td><td>5.6</td><td>2.3</td><td>11</td><td>0.2</td><td>0</td><td>0.1</td><td>0</td><td>0</td><td>00</td><td>19.2</td><td>8/15/20</td></tr><tr><td>SE</td><td>6.6</td><td>8.2</td><td>6.6</td><td>11</td><td>0.4</td><td>0.</td><td>0.1</td><td>0.1</td><td>0</td><td>0</td><td>22.5</td><td>9/4/201</td></tr><tr><td>O</td><td>48.</td><td>29.</td><td>48.1</td><td>11</td><td>1.5</td><td>0.</td><td>1.4</td><td>0.6</td><td>0</td><td>0</td><td>38.2</td><td>10/29/2</td></tr><tr><td>N</td><td>97.</td><td>40.</td><td>97.7</td><td>11</td><td>3.1</td><td>2</td><td>1.3</td><td>1.5</td><td>0.2</td><td>0</td><td>65.5</td><td>11/12/2</td></tr><tr><td>DE</td><td>10</td><td>56.</td><td>104.</td><td>11</td><td>3.8</td><td>1</td><td>1.7</td><td>1.9</td><td>0.1</td><td>0</td><td>55</td><td>12/16/2</td></tr><tr><td>YR</td><td>48</td><td></td><td>67.9</td><td></td><td>19.</td><td>9.</td><td>9.2</td><td>6.8</td><td>0.5</td><td>0</td><td>488.</td><td></td></tr></table> <p>The factor (Nw - Nn) shall be considered to represent a fair allowance for days during which rainfall exceeds 10 mm and the factor (Rw - Rn)/x shall be considered to represent a fair allowance for those days when rainfall does not exceed 10 mm but wet conditions prevent or disrupt work.</p> <p>The total extension of time shall be the algebraic sum of all monthly totals for the contract period, but if the algebraic sum is negative the time for completion shall not be reduced due to subnormal rainfall. Extensions of time for a part of a month shall be calculated using pro rata values of Nn and Rn.”</p> <p>For this project the rainfall formula will only apply as background information, or dispute resolution. Extension of time for rainfall will only be granted on Actual Delays experienced; noted and agreed upon by the Employer’s Agent.</p>	M	AV	ST	N	NU	1	5.	10.	20.	50.	10	MAX	MAX	M		DE	RAI	M	5	1	20	50	10	90	DAY	DATE														M	AV	ST	N	NU	1	5.	10.	20.	50.	10	MAX	MAX	M		DE	RAI	M	5	1	20	50	10	90	DAY	DATE	JA	65.	39.	65.9	11	3.4	2.	1.3	0.7	0	0	38	1/18/20	FE	47.	49.	47.3	11	1.6	0.	1.1	0.6	0	0	49	2/26/20	M	58.	33.	58.4	11	3	1.	1.1	0.7	0.1	0	51.5	3/27/20	AP	43.	46.	43.3	11	1.5	1	0.7	0.5	0.1	0	68	4/4/201	M	10.	14	10.4	11	0.5	0.	0.3	0.1	0	0	29.2	5/8/200	JU	1.7	3.6	1.7	11	0.3	0	0.1	0	0	0	12	6/10/20	JU	2.4	4.3	2.4	11	0.3	0.	0.1	0	0	0	12.1	7/4/200	AU	2.3	5.6	2.3	11	0.2	0	0.1	0	0	00	19.2	8/15/20	SE	6.6	8.2	6.6	11	0.4	0.	0.1	0.1	0	0	22.5	9/4/201	O	48.	29.	48.1	11	1.5	0.	1.4	0.6	0	0	38.2	10/29/2	N	97.	40.	97.7	11	3.1	2	1.3	1.5	0.2	0	65.5	11/12/2	DE	10	56.	104.	11	3.8	1	1.7	1.9	0.1	0	55	12/16/2	YR	48		67.9		19.	9.	9.2	6.8	0.5	0	488.	
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N	97.	40.	97.7	11	3.1	2	1.3	1.5	0.2	0	65.5	11/12/2																																																																																																																																																																																																																															
DE	10	56.	104.	11	3.8	1	1.7	1.9	0.1	0	55	12/16/2																																																																																																																																																																																																																															
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6.10	Payments																																																																																																																																																																																																																																										

Clause	Data
	<p><i>Add the following at the end of Sub-Clause 6.10.1:</i></p> <p>“The Contractor shall complete the ‘Contractor’s Monthly Report Schedule’, which pro forma documentation is obtainable from the Employer’s Agent. Pursuant to Sub-Clause (1), these, duly signed by all concerned, together with the Contractor’s statement and a VAT invoice in original format are to be submitted to the Employer’s Agent. Issue by the Employer’s Agent to the Employer and Contractor of any signed payment certificate is conditional to this information being fully endorsed, accurately and timeously submitted to the Employer’s Agent”.</p>
	<p><i>Add the following at the end of Sub-Clause 6.10.1.5:</i></p> <p>“All documentary evidence of such materials shall be unambiguous with respect to ownership having fully passed to the Contractor on or before the date of submittal of the Contractor’s monthly statement.</p> <p>Should the Contractor fail to supply unambiguous documentary evidence, he shall, prior to submittal of his monthly statement, deliver to the Employer a Guarantor Guarantee in the form contained in the Appendices to the Contract Data.”</p>
9.3	<p><b>Termination by the Contractor</b></p> <p><i>Add the following at the end of Sub-Clause 9.3:</i></p> <p>9.3.5 “In addition to, or as an alternative to the rights to termination contained in this Clause 9.3, the Contractor may notify the default to the Employer, with a copy to the Engineer, and if the default is not rectified within 10 days the Contractor may suspend progress of the works until a date 7 days after the default is rectified. The Contractor shall be entitled to extension of time to the extent of delay caused by or resulting from such suspension, and to payment of additional costs caused by or resulting from the suspension. Such extension of time and additional costs shall be promptly ascertained by the Engineer, who shall then grant the extension of time and include the additional costs in all future payment certificates. Such suspension, extension of time and/or payment of additional costs, shall not prejudice the Contractor’s rights to cancel the contract.”</p>
	<p><b>Payment for labour-intensive component of the works</b></p> <p>Payment for works identified in the Scope of Works as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.</p>

Clause	<i>Data</i>
	<p><b>Linkage of payment for labour-intensive component of works to submission of project data</b></p> <p>The Contractor's payment invoices shall be accompanied by labour information for the corresponding period in a format specified by the employer. If the contractor chooses to delay submitting payment invoices, labour returns shall still be submitted as per frequency and timeframe stipulated by the Employer. The contractor's invoices shall not be paid until all pending labour information has been submitted.</p>
	<p><b>Applicable Labour Laws</b></p> <p>The current Ministerial Determination (also downloadable at <a href="http://www.epwp.gov.za">www.epwp.gov.za</a>), Expanded Public Works Programmes, issued in terms of the Basic Condition of Employment Act of 1997 by the Minister of Labour in Government Notice, shall apply to works described in the scope of work as being labour-intensive and which are undertaken by unskilled workers.</p>

**C.1.2.2 Part 2: Data provided by the Contractor**

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

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

Clause	Data
1.1.1.9	<div>The Name of the Contractor is:</div> <div>.....</div> <div>.....</div>
1.2.1.2	<div>The address of the Contractor is:</div> <div>Physical address:</div> <div>.....</div> <div>.....</div> <div>.....</div> <div>.....</div> <div>.....</div>

Clause	Data
1.2.1.2	<p>Postal address:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>e-mail address:</p> <p>.....</p> <p>Contact numbers:</p> <p>Corporate: .....</p> <p>Direct: .....</p> <p>Mobile: .....</p> <p>Fax: .....</p>

**POLOKWANE MUNICIPALITY**  
**(Not to be completed at tender stage)**

**C1.3 Performance Guarantee**

In accordance with clause 6.2.1 of General Conditions of Contract, 3<sup>rd</sup> Edition 2015

Contract ..... No:

Description ..... of ..... Contract:

....

....

**GUARANTOR DETAILS AND DEFINITIONS**

“Guarantor” ..... means:

....

*(Please put name of Firm)*

Physical ..... Address:

....

....

Postal ..... Address:

....

....

Tel: .....

....

Fax: .....

....

“Employer” means: **POLOKWANE MUNICIPALITY**

“Contractor” ..... means:

....

*(Please put name of Firm)*

“Employer’s Agent” means:



.....  
(Please put name of Firm)

**“Works”** means: Permanent works together with temporary works

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

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

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

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

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

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

## CONTRACT DETAILS

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

## PERFORMANCE GUARANTEE

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

6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the guarantor.
9. Payment by Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from his Performance Guarantee on account alleged to be prejudicial to the Guarantor.
11. The Guarantor chooses the physical address and postal address as stated above for the service of all notices for all purposes in connection herewith.
12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after on claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
14. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Court Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed \_\_\_\_\_ at:

.....

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

.....

Guarantor's \_\_\_\_\_ signatory (1):

Capacity:

.....



**POLOKWANE MUNICIPALITY**  
**(Not to be completed at tender stage)**

**C1.4 Retention Guarantee**

Contract No: .....

Description ..... of ..... Contract:  
.....  
.....

**GUARANTOR DETAILS AND DEFINITIONS**

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

Address: .....  
.....

Postal Address: .....  
.....

Tel: .....

Fax: .....

“Employer” means: **POLOKWANE MUNICIPALITY**

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

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

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

“Works” means: Permanent works together with temporary works

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

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

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

Amount in words:.....

.....

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

## CONTRACT DETAILS

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

## RETENTION GUARANTEE

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

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

Signed at: .....

Date: .....

Guarantor's ..... signatory ..... (1):

Capacity: .....

Guarantor's ..... signatory ..... (2):

Capacity: .....

Witness signatory (1): .....

Witness signatory (2): .....



**POLOKWANE MUNICIPALITY**  
**(Not to be completed at tender stage)**

**C1.5 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT**

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

**OCCUPATIONAL HEALTH AND SAFETY ACT, 1993**  
**AND**  
**CONSTRUCTION REGULATIONS 2014**

**AGREEMENT WITH MANDATARY**  
In terms of Section 37(1) and (2) of the OHSACT  
**WRITTEN AGREEMENT ENTERED INTO AND BETWEEN**

**POLOKWANE MUNICIPALITY**  
(Client)

AND

.....  
(Principal Contractor or Contractor)

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

▪ **REQUIREMENTS:**

1. The Principal Contractor/Contractor's attention is drawn to "General Duties of Employers to their Employees" as required by Section 8 of the Act.
2. The Principal Contractor/Contractor is required to:
  - 2.1 Sign a written "Agreement with Mandatary" as required by Sect 37(1)(2) of the Act before commencing any work on site.
  - 2.2 Ensure that all your employees receive the necessary Induction Training and have proof thereof in their records.
    - Note: You must ensure that all employees under your control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences.
  - 2.3 Ensure the provision of Welfare Facilities for your employees as per Construction Regulation 30.

- 2.4 Provide the Client/Principal Contractor with your SHE Plan and Specifications.
- 2.5 Ensure that Method Statements, Risk Assessments and Safe Work Procedures are done and available.
- 2.6 Provide the Client/Principal Contractor with written appointment of the person who is going to manage the Construction Work per Construction Regulation 8(1).
- 2.7 Provide the Client/Principal Contractor with written designation of your nominated Health and Safety Representative as per Section 17(1).
- Note: Your Health and Safety Representative will be expected to attend the Client/Principal Contractor safety meetings.
- 2.8 If you employ more than five (5) persons, you are required to provide your own First Aid Box (GSR 3(2)).
- 2.9 Where more than ten (10) persons are employed, the Principal Contractor/Contractor are required to provide your own qualified First Aider as per GSR 3(4).
- Note: Where the Principal Contractor/Contractor has difficulty in complying with items 2.7 and 2.8 above, you may arrange/come to an agreement with the Client/Principal Contractor to make use of his First Aid facilities in case of injury. You will be expected to communicate such an agreement to your employees.
- 2.10 When working with Hazardous Chemical Substances, comply with HCS Reg. 3.
- Note: Asbestos and Lead Regulations are separate.
- 2.11 When using a Materials Hoist, comply with the requirements of Construction Regulation 19.
- 2.12 When using Lifting Machines and Lifting Tackle, comply with DMR 19.
- Note: You may be required to appoint a Banks man to control Lifting/Slinging operations.
- 2.13 When erecting/using Scaffolding comply with the requirements of SANS 10085 "Access Scaffolding".
- 2.14 When erecting/using Suspended Scaffolding comply with the requirements of Construction Regulation 17.
- 2.15 When doing Demolition Work, comply with Construction Regulation 14.
- 2.16 When doing blasting to comply with Explosives Regulations Chapter 10.
- 2.17 When doing Excavation Work, comply with Construction Regulation 13.

2.18 When doing Electrical Installations, comply with the requirements of Construction Regulation 24.

- Note: Electrician to provide a copy of registration as per Electrical Installations Regulation 9(3).

2.19 When using Construction Vehicles, comply with Construction Regulation 23.

2.20 When using/erecting Temporary Works, comply with Construction Regulation 12.

2.21 When working over or in close proximity to Water, comply with Construction Regulation 26.

2.22 Ensure that good Housekeeping, Stacking and Storage principles are applied on this project as per Construction Regulations 27 and 28.

2.23 Ensure that appropriate measures are taken to avoid the risk of Fire/Explosion and comply with requirements of Construction Regulation 29.

2.24 If you are going to work at heights a Fall Protection Plan must be submitted (roof work included) as per the requirements of Construction Regulation 10.

2.25 When using explosive actuated fastening devices, comply with Construction Regulation 21

2.26 When Welding, Flame Cutting/Soldering, comply with GSR 9.

2.27 When working in Confined Spaces, comply with GSR 5.

3. The Principal Contractor/Contractor is responsible for providing their own legal safety documents and registers to comply with the Act's requirements. A copy of the OHS Act of 1993 and the Construction Regulations 2014 will be available for perusal in the Principal Contractor's site office.

4. The Principal Contractor/Contractor is required to comply with General Safety Regulations 2 (1) to (7) and provide your employees with:

Personal protective equipment which will allow them to carry out their work in a safe manner, e.g. hard hats, safety harnesses, gloves, safe footwear, eye protection, ear protection, waterproof clothing etc.

5. Reporting of Incidents of Occupational Diseases shall be done as per General Admin. Regulation 8 (Also see Sect 24 of the Act).

6. Compensation for Occupational Injuries and Diseases Act (No. 130 of 1993).

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

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

**WITNESSES:**

1. ....

.....

**CONTRACTOR**

2. ....

.....

**CLIENT**

**POLOKWANE MUNICIPALITY**  
**(Not to be completed at tender stage)**

**C1.6: ADJUDICATORS AGREEMENT**

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

Employer .....  
(name of company / organisation)

of (address) .....  
.....

and the Contractor .....  
(name of company / organisation)

of (address) .....  
.....

hereinafter called **the Parties**)

**and**

(Name) .....  
(name of company / organisation)

of (address) .....  
.....

(hereinafter called **the Adjudicator**)

Disputes or differences may arise/have arisen\* between the Parties under a Contract dated  
..... and known as Contract No: .....

(Contract title) .....  
.....

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

(\* Delete as necessary)

**IT IS NOW AGREED** as follows:

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

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

**SIGNED by:**

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

<p><b>Name:</b> ..... warrants that he/ she is duly authorised to sign for and on behalf of the <b>First Party</b> in the presence of</p>	<p><b>Name:</b> ..... who warrants that he/ she is duly authorised to sign for and on behalf of the <b>Second Party</b> in the presence of</p>	<p><b>Name:</b> ..... who the <b>Adjudicator</b> in the presence of the</p>
---	--	---

<b>Witness:</b>	<b>Witness:</b>	<b>Witness:</b>
-----------------	-----------------	-----------------

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

<b>Name:</b> .....	<b>Name:</b> .....	<b>Name:</b> .....
--------------------	--------------------	--------------------

Address: .....	Address: .....	Address: .....
----------------	----------------	----------------

.....	.....	.....
-------	-------	-------

Date: .....	Date: .....	Date: .....
-------------	-------------	-------------

**POLOKWANE MUNICIPALITY**  
**INSTALLATION OF TRAFFIC LIGHTS AT SOUTHERN**  
**GATEWAY INTERSECTION ALONG N1**

**C2.1 Pricing Instructions**

**C2.1: PRICING INSTRUCTIONS**

**1 GENERAL**

The pricing instructions describe the criteria and assumptions which will be assumed in the Contract that the Bidder has taken into account when developing his prices. The Bills of Quantities record the Contractor's rates for providing supplies, services, engineering and construction works in accordance with the Scope of Work.

The terms of payment and the provisions for price adjustment, if applicable, are established in the Contract Data. These items are not described in the Pricing Data.

The Bidder's obligations in pricing the Bidder offer and the Employer's undertakings in the checking and correction of arithmetical errors are dealt with in the Standard Conditions of Bidder contained in Annexure F of SANS 294, as amended in and read in conjunction with the Bidder Data.

**2 DOCUMENTS MUTUALLY EXPLANATORY**

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

**3 DEFINITIONS**

For the purpose of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:

Unit	:	The unit of measurement for each item of work as defined in the Scope of Work and Site Information.
Quantity	:	The number of units of work for each item.
Rate	:	The payment per unit of measurement at which the Contractor

Contracts to do the work.

- Amount : The product of the quantity and the rate Bidded for an item.
- Sum : An amount contracted for an item, the extent of which is described in the Bill of Quantities, the specifications or elsewhere but the quantity of work of which is not measured in any units.

#### **4 DESCRIPTIONS**

Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the Standardised Specifications. Clause 8 of each Standardised Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standardised Specification, or the Scope of Work, conflict with the terms of the Bill, the requirements of the Standardised Specification or Scope of Work, as applicable, shall prevail.

#### **5 REFERENCES**

The clauses in a specification in which further information regarding the schedule item can be obtained appear under "Reference clause" in the Bill. The reference clauses indicated are not necessarily the only sources of information in respect of scheduled items. Further information and specifications may be found elsewhere in the contract documents. Standardised Specifications are identified by the letter or letters which follow SABS in the SABS 1200 series of specifications, eg. G for SABS 1200 G.

#### **6 UNITS OF MEASUREMENT**

The units of measurement indicated in the Bill of Quantities are metric units. The following abbreviations are used in the Bill of Quantities:

%	=	per cent
h	=	hour
ha	=	hectare
kg	=	kilogram
kl	=	kilolitre
km	=	kilometre
km-pass	=	kilometre-pass
kW	=	kilowatt
l	=	litre
m	=	metre
mm	=	millimetre
MN	=	meganewton
MN-m	=	meganewton-metre
MPa	=	megapascal



m <sup>2</sup>	=	square metre
m <sup>3</sup>	=	cubic metre
m <sup>3</sup> -km	=	cubic metre- kilometre
m <sup>2</sup> -pass	=	square metre-pass
no	=	number
PC sum	=	Prime Cost sum
Prov Sum	=	Provisional Sum
sum	=	lump sum
t	=	ton (1 000 kg)

## 7 **NET MEASUREMENTS**

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

## 8 **QUANTITIES**

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

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

## 9 **CURRENCY**

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

## 10 **VALUE ADDED TAX**

Value Added Tax shall be excluded from the rates and sums contracted for the various items of work included in the Bill of Quantities. VAT will be added as a single entry to the summary.

## 11 **RATES AND PRICES**

### 11.1 General

- a) The Contractor must price each item in the Bill of Quantities in BLACK INK. Reproduced computer printouts of the Bills of Quantities will not be acceptable.

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

#### 11.2 "Rate only" items

The Contractor shall fill in a rate (in the rate column) against all items where the words "rate only" appear in the Amount column, which rate will constitute payment for work which may be done in terms of this item. Such "rate-only" items are used where it is estimated that little or no work will be required under the item or where the item is to be considered as an alternative to another item for which a quantity is given.

#### 11.3 Arithmetic

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

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

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

#### 11.4 Labour Intensive work

Item numbers in the schedule of quantities suffixed by the letter "L" shall denote a payment item in respect of work which is required to be executed by labour intensive construction methods. Item numbers with the suffix "L" are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour intensive specification in the Scope of Works.

Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.

## 12 VARIATION IN TEXT

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

## C2.2 BILL OF QUANTITIES

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, the Specifications and the Drawings must be submitted, duly completed, on the closing date of Tenders.

Bidders must complete the Schedule of Quantities and fill in the unit rate and total amount for each item. Errors of extensions as entered in the Schedule may be corrected by the Employer but **RATES WILL BE FIXED AND NOT SUBJECT TO PRICE VARIATIONS.** (ALL RATES MUST BE COMPLETED, EVEN WHERE NO QUANTITY IS INDICATED)

The short description of items in the Schedule of Quantities are for identification purposes only, the work covered by the items being fully specified in the relevant clauses in the Specifications. The Bidder must therefore allow in the unit price for ordering, obtaining, supplying, delivering to site, installation and commissioning of the relevant equipment with their accessories.

**The quantities reflected in the Schedule of Quantities are approximate only and do not necessarily represent the actual amount of work to be done (DO NOT USE BILL OF QUANTITIES FOR ORDERING PURPOSES).** 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 (quantities can decrease or increase) of authorised work done to the satisfaction of the Engineer valued at the prices tendered against the respective items in the Schedule of Quantities, and shall include such authorised provisional amounts and items of extra work as have become payable in terms of the Contract Documents. Extra material shall not be paid for and shall be removed from site. When no price is shown for a item, it will be taken to be included elsewhere.

Bidders are advised to check their items extensions and total additions as to many arithmetical errors occurring in the priced Schedule of Quantities will disqualify the Bidder.

Except where Sum Amounts are required or where Provisional Amounts have been indicated, the Bidder shall enter an applicable rate in the Rate Column of the Schedule of Quantities for each scheduled item. He shall also enter an applicable 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.

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 in accordance with the General Conditions, the Specifications and the Agreement pertaining to the Contract.

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.

Unit prices quoted in the Schedule of Quantities must include for such small installation materials as are required for the complete installation in accordance with the Specifications.

Writing in the Schedule must be done in black to facilitate clear photocopying.

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 kept in the site yard or store and the material shall be kept readily available for inspection.

Application for payment, accompanied by supporting documentation, shall be submitted to the Engineer on a predetermined date which date shall be a suitable date 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.

**All units' rates and sum amounts shall exclude Value Added Tax, as applicable and in accordance with the ruling rate as laid down by the Government, and all prices shall be quoted in South African currency.**

**The work listed hereunder is fully described in the specifications or shown on drawings. The contractor shall, however, refer to the general conditions of contract, special conditions and all the drawings**

#### **DAYWORK SCHEDULE**

Bidders are to complete the schedule below, **showing all rates**, which will apply to any work ordered by the Engineer. Payment will be made at the rates entered in the Schedule and these rates shall cover the supervision, transport, the use of all tools, etc. and shall include profits.

SCHEDULE A: PRELIMINARY AND GENERAL OBLIGATIONS

SECTION 1: PRELIMINARY AND GENERAL - FIXED CHARGE AND VALUE RELATED OBLIGATIONS

ITEM NUMBER	PAYMENT CLAUSE	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>A1</b>	PSA 8.3	<b>FIXED CHARGE AND VALUE RELATED ITEMS:</b> <i>(As specified in SABS 1200 A, SABS 1200 AB and the Project Specifications.)</i>				
<b>1.1</b>		<b>Contractual Requirements:</b>				
1.1.1	PSA 8.3.1	Fixed charge contractual requirements.	Sum	1.00		
<b>1.2</b>		<b>Facilities for Engineer:</b>				
1.2.1	PSA 8.3.2.1 a	Furnished office	Sum	1.00		
1.2.2	PSA 8.3.2.1 c	Name board(1 No)	Sum	1.00		
<b>1.3</b>		<b>Facilities for Contractor:</b>				
1.3.1	PSA 8.3.2.2 a	Offices and storage sheds	Sum	1.00		
1.3.4	PSA 8.3.2.2 d	Living accommodation	Sum	1.00		
1.3.5	PSA 8.3.2.2 e	Ablution and latrine facilities	Sum	1.00		
1.3.6	PSA 8.3.2.2 f	Tools and equipment	Sum	1.00		
1.3.7	PSA 8.3.2.2 g	Water supplies, electric power and communications	Sum	1.00		
1.3.10	PSA 8.3.2.2 j	Plant	Sum	1.00		
<b>1.4</b>	PSA 8.3.3	<b>Other Fixed Charge Obligations:</b>	Sum	1.00		
<b>1.5</b>	PSA 8.3.4	<b>Removal of Site Establishment:</b>	Sum	1.00		
<b>1.6</b>	PS A 8.5	<b>Sum Stated Provisionally by Engineer</b>				
		<b>Occupation Health and Safety</b>				
1.6.1	PS A 8.3.5.1	Contractor's initial obligations in respect of the Occupational Health and Safety Act contractual Regulations	Prov. Sum	1	25000.00	25,000.00
1.6.2	PS A 8.3.5.2	Occupational,health and Safety act	%	25,000.00		
TOTAL SCHEDULE A - SECTION 1 CARRIED TO SUMMARY:						

SCHEDULE A: PRELIMINARY AND GENERAL OBLIGATIONS

SECTION 2: PRELIMINARY AND GENERAL - TIME RELATED OBLIGATIONS

ITEM NUMBER	PAYMENT CLAUSE	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>A.2</b>		<b>TIME RELATED ITEMS:</b> <i>(As specified in SABS 1200 A, SABS 1200 AB and the Project Specifications.)</i>				
<b>2.1</b>		<b>Contractual Requirements:</b>				
2.1.1	8.4.1	Time related contractual requirements.	Month	3		
<b>2.2</b>		<b>Facilities for Engineer:</b>				
2.2.1	PS A 8.4.2.1 a	Furnished office	Month	3		
<b>2.3</b>		<b>Facilities for Contractor:</b>				
2.3.1	PS A 8.4.2.2 a	Offices and storage sheds.	Month	3		
2.3.4	PS A 8.4.2.2 d	Living accommodation.	Month	3		
2.3.5	PS A 8.4.2.2 e	Ablution and latrine facilities.	Month	3		
2.3.6	PS A 8.4.2.2 f	Tools and equipment.	Month	3		
2.3.7	PS A 8.4.2.2 g	Water supplies, electric power and communications.	Month	3		
<b>2.4</b>	PS A 8.4.3	<b>Supervision for Duration of the Contract:</b>	Month	3		
<b>2.5</b>	PS A 8.4.4	<b>Overhead Costs for the Duration of the Contract:</b>	Month	3		
		-				
TOTAL SCHEDULE A - SECTION 2 CARRIED TO SUMMARY:						

SCHEDULE A: PRELIMINARY AND GENERAL OBLIGATIONS

SECTION 3: PRELIMINARY AND GENERAL - PROVISIONAL SUMS

ITEM NUMBER	PAYMENT CLAUSE	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>A.3</b>		<b>PROVISIONAL SUMS:</b> <i>(As specified in SABS 1200 A and the Project Specifications.)</i>				
<b>3.1</b>	PS A 8.5 (a)1	<b>Community Liaison Officer:</b>				
3.1.1	PS A 8.5 (a)1	Provision for the employment of CLO at R4500 per month.	Prov. Sum		13500.00	13,500.00
3.1.2	PS A 8.5 (a)2	Provision for the reimbursemnt for PSC members at R140 per member, per meeting (max 10 members).	Prov. Sum		8400.00	8,400.00
3.1.3	PS A 8.5 (a)3	Engineering Student (at R4500 per month)	Prov. Sum		13500.00	13,500.00
3.1.4	PS A 8.5 (a)3	SHE represenatative (at R4500 per month)	Prov. Sum		13500.00	13,500.00
3.1.5	PS A 8.5 (a)3	Provision for training for labourers	Prov. Sum		120000.00	120,000.00
3.1.6	PS A 8.5 (a)3	Provision for induction of PSC Members	Prov. Sum		2500.00	2500.00
3.1.7	PS A 8.5 (a)3	Provision for remuneration of labourers during training	Prov. Sum		16520.00	16,520.00
3.1.8		Overheads, charges and profit on item 3.1	%	187 920.00		
<b>3.2</b>	<b>8.8</b>	<b>Temporary Works</b>				
3.2.1	PS A 8.8.1	<b>a) Accomodation of Traffic</b>	Sum			
	<b>PSA 8.9</b>	<b>Exposing of existing services</b>				
	PS A 8.9.1	(a) Excavation by hand in al materials to expose existing services	m <sup>3</sup>	50.00		
	PS A 8.9.2	b) Relocate/Protect the existing services to the approval of the engineer	Prov Sum		45000.00	45,000.00
	PS A 8.9.3	(c) Handling cost and profit in respect of sub-item 8.9b	%	45,000.00		
	<b>PSA 8.10</b>	Provision for the cost related to the Occupational Health and Safety Act85 of 1003, and the relevant Regulations (including personal safety equipment for labour)	Prov. Sum			150,000.00
	<b>PSA 8.11</b>	Provision for the cost related to the Environmental Management and the relevant regulations	Prov. Sum			150,000.00
3.2.2		Overheads, charges and profit on item 3.2.1	%	300,000.00		
TOTAL SCHEDULE A - SECTION 3 CARRIED TO SUMMARY:						



SCHEDULE A: PRELIMINARY AND GENERAL OBLIGATIONS

SECTION 4: PRELIMINARY AND GENERAL - DAYWORKS

ITEM NUMBER	PAYMENT CLAUSE	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>A.5</b>		<b>DAYWORK:</b> <i>(As specified in SABS 1200 A and the Project Specifications.)</i>				
<b>5.1</b>	PS A8.7	<b>Labour - Normal Working Hours: [Provisional]</b>				
5.1.1		Skilled Labour (Artisan).	hr			Rate Only
5.1.2		Semi-skilled Labour.	hr			Rate Only
5.1.3		Unskilled Labour.	hr			Rate Only
5.1.4		Foreman.	hr			Rate Only
5.1.5		Extra-over rate for items 5.1.1 to 5.1.4 for work during non working hours.	%			Rate Only
<b>5.2</b>	8.7	<b>Plant - Heavy Equipment: [Provisional]</b> <i>(Plant shall not be more than 3 years old or have more than 3000 hrs logged. Operator to be qualified and competency certified.)</i>				
5.2.1		Excavator - Size Cat 225.	hr			Rate Only
5.2.2		Excavator - TLB.	hr			Rate Only
5.2.3		Grader 140G or similar.	hr			Rate Only
5.2.4		Front end loader - bucket capacity $\leq 1.5 \text{ m}^3$ .	hr			Rate Only
5.2.5		Front end loader - bucket capacity $\leq 1.5 \text{ m}^3$ .	hr			Rate Only
5.2.6		Tip truck - 5 m <sup>3</sup> capacity.	hr			Rate Only
5.2.7		Tip truck - 10 m <sup>3</sup> capacity.	hr			Rate Only
5.2.8		Vibratory compaction roller - 13.5 ton.	hr			Rate Only
5.3.9		Transport cost per any unit of plant to deliver to site and remove from site for items 5.3.1 to 5.3.8	Sum			Rate Only
<b>5.3</b>	8.7	<b>Plant - Small Equipment: [Provisional]</b>				
5.3.1		Pedestrian roller - BW90 or similar.	hr			Rate Only
5.3.2		Vibratory plate compactor.	hr			Rate Only
5.3.3		Vibratory rammer.	hr			Rate Only
5.3.4		Transport cost per any unit of plant to deliver to site and remove from site for items 5.4.1 to 5.4.3.	Sum			Rate Only
TOTAL SCHEDULE A - SECTION 4 CARRIED TO SUMMARY:						

SECTION 5: EARTHWORKS FOR PIPE TRENCHES

ITEM NUMBER	PAYMENT CLAUSE	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>C.1</b>		<b>SITE CLEARANCE</b> <i>(As specified in SABS 1200 C and the Project Specifications.)</i>				
<b>1.1</b>	<b>PSC 8.2</b>	<b>Site Clearance:</b>				
1.1.1	PSC 8.2.1	Clear and strip site for traffic sign, traffic pole footings , controller box installations and remove all obstructions that may occur. Including the disposal of spoil material	m <sup>2</sup>	1,000.00		
1.1.2	PSC 8.2.2	Clear trees of girth over 1.0 m.	No.	2.00		
1.1.3	PSC 8.2.4	Clear and shape roads and side drains.	m <sup>2</sup>	400.00		
1.1.4	PSC 8.2.8	Demolish existing concrete.	m <sup>3</sup>	12.00		
1.1.5	PSC 8.2.10	Remove 150 mm topsoil, 800 mm wide.	m <sup>2</sup>	150.00		
<b>1.2</b>	<b>PSC 8.3</b>	<b>Restricted Excavation</b>				
	PSC 8.3.1	(a)Excavate in restricted areas for traffic pole footings , controller box floor and draw box maholes in all material and dispose of excavated materials	m <sup>3</sup>	50.00		
	PSC 8.3.2	(b) Excavate in restricted areas for controller box floor in all materials and backfill with suitable excavated materials	m <sup>3</sup>	3.00		
	PSC 8.3.4	(c) Extra-over Itam PSD 6.3.3 (LI) (a) and (b)				
		i) Intermediate material	m <sup>3</sup>	10.00		
		ii) Hard rock material	m <sup>3</sup>	10.00		
SUB-TOTAL SCHEDULE C1 - SECTION 5 CARRIED TO SUMMARY:						
SECTION 6: CONCRETE (SMALL WORKS)						

ITEM NUMBER	PAYMENT CLAUSE	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>GA 3</b>		<b>CONCRETE (Small works)</b> <i>(As specified in SABS 1200 GA and the Project Specifications.)</i>				
<b>1.1</b>	8.2.5	<b>Concrete</b>				
1.1.1	8.2.5.1b	<i>Strength concrete 25MPa/19mm in:</i> c)600mm Dp Bases for the traffic poles	m³	4.05		
<b>1.2</b>	8.2.6	<b>Unformed Concrete Surface finish</b>				
1.2.1	8.2.6a	Wood-Floated Finish	m²	10.80		
1.2.2	8.2.6c	Power Floated Finish	m²	Rate only		Rate only
TOTAL SCHEDULE GA - SECTION 6 CARRIED TO SUMMARY:						

SECTION 7: GABIONS AND PITCHING

Item No	Payment reference	Description	Unit	Quantity	Rate	Amount
	SABS 1200 DK	SECTION: GABIONS AND PITCHING				
	8.2.1	Surface preparation for bedding of gabions				
		(a) Cavities filled with approved excavated material or rock	m2	50		
		(b) Cavities filled with Grade 15 concrete (provisional)	m2	3		
	8.2.2	Gabions				
		(a) Galvanized gabion boxes - length 2m, width 1m, depth 1m. Nominal internal diameter of wire - 2.7mm. Mesh type 8x10.	m3	60		
	8.2.3	Extra-over 8.2.2 for packing selected stone for exposed face (degree of accuracy to be stated)	m2	53		
	8.2.4	Geotextile (or geomembrane)				
		(a) Filter fabric: (Grade U24 or approved equivalent) grade and position)	m2	74.9		
	8.2.5	Pitching				
		(a) 100mm Plain Pitching	m2	120		
	8.2.6	Backing for pitching (provisional)	m2	5		
	8.2.7	Weepholes				
		(1)100 mm dia weepholes in gabionwalls as shown on the drawings C304	No	12		
TOTAL SCHEDULE DK - SECTION 7 CARRIED TO SUMMARY:						

SECTION 8: SECTION 1200LC: CABLE DUCTS

ITEM NUMBER	PAYMENT CLAUSE	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
LC		<i>SECTION 1200LC: CABLE DUCTS</i>				
<b>1</b>	PSLC 8.2.1	<b>Site Clearance</b>				
<b>1.1</b>	PSLC 8.2.1	Clear and strip site for trenching at sidewalks and remove all obstructions that may occur including stockpiling /disposal of material	m <sup>2</sup>	1,000.00		
<b>2</b>	PSLC 8.2.2	<b>Excavation</b>				
<b>2.1</b>		(a) Excavate in all materials for trenches, backfill, compact, and dispose of surplus material	m <sup>3</sup>	192.00		
<b>2.2</b>	PSLC 8.2.2	(b) Extra-over item (a) above				
		(1) Intermediate excavation	m <sup>3</sup>	96.00		
		(2) Hard rock excavation	m <sup>3</sup>	38.40		
		(3) Boulder excavation, class A (Concrete surfacing)	m <sup>3</sup>	38.40		
		(4) Boulder excavation, class B (Asphalt surfacing)	m <sup>3</sup>	19.20		
<b>3</b>	PSLC 8.2.3	<b>Reinstate road surfaces complete with all courses</b>				
		(a) Gravel on shoulders	m <sup>2</sup>	480.00		
	PSLC 8.2.4	Cable Ducts	m	300.00		
	PSLC 8.2.5	Imported bedding material where required	m <sup>3</sup>	115.20		
	PSLC 8.2.6	Drawboxes	No.	4.00		
	PSLC 8.2.7	Cablemarkers	No.	32.00		
	PSLC 8.2.8	Drilling for sleeves (including 2 x 110 dia sleeves)	m	Rate only		
TOTAL SCHEDULE LC - SECTION 8 CARRIED TO SUMMARY:						

SECTION 9:		SECTION: ASPHALT BASE AND SURFACING				
ITEM NUMBER	PAYMENT CLAUSE	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		<p><b>SECTION: ASPHALT BASE AND SURFACING</b></p> <p><i>(As specified in SABS 1200 MH and the Project Specifications.)</i></p>				
	<b>8.5.3</b>	<p><b>Tack coat</b></p> <p>The tack coat shall consist of a 30% spray grade emulsion rate to be recalculated during weather at application date</p>	m2	1,000.00		
	<b>8.5.4</b>	<p><b>Asphalt (50mm Nominal Thickness)</b></p> <p>Continuously graded : medium penetration 60/70 grade bitumen</p>	t	120.00		
TOTAL SCHEDULE MH - SECTION 9 CARRIED TO SUMMARY:						

SECTION 10:		SECTION: KERBING AND CHANNELLING				
ITEM NUMBER	PAYMENT CLAUSE	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		<p><i>SECTION: KERBING AND CHANNELLING</i></p> <p><i>(As specified in SABS 1200 MK and the Project Specifications.)</i></p>				
	<b>8.6.3</b>	<p><b>Scheduled items</b></p> <p>Reinstating Concrete kerbing and channelling combined (Refer to drawings)</p> <p>a) Figure 7 -SABS 927</p> <p>a) Figure 8 -SABS 928</p> <p>a) Figure 3 -SABS 929</p>	<p>m</p> <p>m</p> <p>m</p>	<p>80.00</p> <p>180.00</p> <p>60.00</p>		
	<b>8.6.4</b>	<p><b>Ancillaries</b></p> <p>pedestrian ramps (Refer to drawings)</p>	No.	4.00		
	<b>8.6.5</b>	60mm thick grey interlocking (Paving blocks for Parking areas and Walk ways)	m2	60.00		
	<b>8.6.6</b>	1200 x 1200 Box Culvert	m	3.00		
TOTAL SCHEDULE MM - SECTION 10 CARRIED TO SUMMARY:						

SECTION 11:		SECTION: ANCILLARY ROADWORKS				
ITEM NUMBER	PAYMENT CLAUSE	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		<b>SECTION: ANCILLARY ROADWORKS</b> <i>(As specified in SABS 1200 MM and the Project Specifications.)</i>				
	<b>8.2</b>	<b>GUARDRAILS</b>				
	<b>8.2.1</b>	Guardrails on posts using Timber posts				
		(a) Galvanized	m	120		
	<b>8.2.2</b>	Extra-over item 8.2.1 for horizontally curved guardrails factory-bent to a radius of less than 150 m	m	20		
	<b>8.2.3</b>	Reflector plates	No.	20		
	<b>8.3</b>	<b>ROAD MARKINGS</b>				
		Non-reflectorized paint applied at nominal rate of 0,42 l/m <sup>2</sup>				
		a) White lines (broken or unbroken)				
		i) 100mm wide	km	2.00		
		ii) 200mm wide	km	1.00		
		iii) 300mm wide	km	0.40		
		b) White Characters and symbols	m <sup>2</sup>	100.00		
		c) Yellow characters and symbols	m <sup>2</sup>	100.00		
		e) Traffic island markings (any color)	m <sup>2</sup>	0.00		
		f) kerb markings	m <sup>2</sup>	5		
	<b>8.4</b>	<b>setting out and Premarking</b>				
		a) Lines	km	3.40		
	<b>8.5</b>	Removing of existing permanent road markings by				
		a) Sandblasting	m <sup>2</sup>	55.00		
TOTAL SCHEDULE - SECTION 11 CARRIED TO SUMMARY:						



## SECTION 12: TRAFFIC SIGNAL ASPECT

ITEM NUMBER	PAYMENT CLAUSE	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>PTA</b>		<b>SUPPLY AND ERECTION OF TRAFFIC SIGNAL AND CONTROLLER BOX POLES</b>				
<b>PTS-A 2.1</b>	<b>8.2.1</b>	a) Supply and Installation of steel baseplate and frame for poles	No.	12		
		b) Supply and install of Automotor or similar steel baseplate and frame for totem and cantilever poles	No.	2		
<b>PTS-A 2.2</b>	<b>8.2.2</b>	<b>Supply and erection of poles:</b>				
		(a) Supply & erect standard height traffic signal pole: 3.3m long, 114mm diameter including cable entry point and 2 coats anti corrosive paint	No.	12		
		(b) Supply & erect totem height traffic signal pole: 7,2 m long, 152mm diameter including cable entry point and 2 coats anti-corrosive paint.	No.	2		
		(c) Supply & erect cantilever traffic signal pole and 2 coats and corrosive paint.	No.	2		
<b>PTS-A 2.3</b>	<b>8.2.3</b>	<b>Painting of poles with golden yellow paint:</b>				
		(a) Standard height poles	No.	12		
		(b) Totem high poles	No.	2		
		(c) Cantilever poles	No.	2		
<b>PTS-A 2.4</b>	<b>8.2.4</b>	<b>Fitting of poles with reflective tape: Retro-Reflective tape (150mm wide)</b>	No	28		
<b>PTS-A 2.5</b>	<b>8.2.5</b>	<b>Supply and erection of controller box poles:</b>				
		Supply & erect 1.1m height controller box pole: 2.0m long, 150mm diameter Including cable entry point. Hot-dip galvanised steel.	No	1		
<b>PTS-B</b>		<b>SUPPLY AND LAYING OF CABLES</b>				
<b>PTS-B 2.1</b>	<b>8.2.1</b>	Supply and Installation of cabling and earthing:				
		a) 3-Core 16 mm <sup>2</sup> (min) (Power supply)	m	15		
<b>TOTAL SCHEDULE - CARRIED TO NEXT PAGE:</b>						

BROUGHT FORWARD FROM PREVIOUS PAGE:					
PTS-C		b) 27-Core 1.5 mm <sup>2</sup> (min) (Signal heads)	m	300	
		c) 16 mm <sup>2</sup> bare copper (Earth wire)	m	300	
		d) 4-core 2.5mm <sup>2</sup> (min) (Push buttons)	m	250	
		<b>SUPPLY, ASSEMBLY AND INSTALLATION OF SIGNAL HEADS, BACKING BOARDS. VISORS, LENSES, LED MODULES CABLING AND POLE MOUNTING STRAPS</b>			
PTS-C 2.1		Supply & installation of LED traffic signals complete with backing screens, side mounting brackets (S11) and pole straps			
		a) Type S1 (LED)	No.	10	
		b) Type 88 (LED)	No.	3	
		c) Type S11 (LED)	No.	8	
		d) Extra over for installation on totem (high) pole	No.	3	
		e) Extra over for installation on cantilever pole	No.	3	
PTS-D		<b>SUPPLY&amp;INSTALLATION OF POLE TOP CONNECTORS. PEDESTRIAN PUSH BUTTONS AND EARTH SPIKES BUTTONS AND EARTH SPIKES</b>			
PTS-D 2.1		a) 23 Pole top connectors, Automotor or similar	No.	7	
		b) Pedestrian push button, Automotor or similar	No.	0	
		c) Earth spikes 1,2m long copper weld for planting controller	No.	8	
PTS-E		<b>SUPPLY AND INSTALLATION OF CONTROLLERS AND GPS CLOCK CORRECTION UNITS</b>			
PTS-E 2.1		Supply and Installation of controller including supply of controller box. a) Automotor Type UA controller Including mounting of controller box to pole, transport to site, drawing all cables from signal poles and power supply into the controller box and marking.			
PTS-E 2.2		<b>Supply and installation Controller accessories:</b>			
		a) GPS clock correction units interfacing with the Automotor Type UA controllers, Including aerals for controllers,		1	
		by Inductive Loop/ Pedestrian input adaptor		1	
<b>TOTAL SCHEDULE - CARRIED TO NEXT PAGE:</b>					

BROUGHT FORWARD FROM PREVIOUS PAGE:						
		c) OTU-Ready upgrade		1		
		d) 4 channel loop detectors		2		
		e) Industrial 3G Router c/w Li-Ion Battery and No. Charger		1		
<b>PTS-F</b>		<b>CONNECTION AND COMMISSIONING</b>				
<b>PTS-F 2.1</b>		Connection of cables in the controller cabinet under supervision of an official of the Employer	Prov Sum			20,000.00
<b>PTS-F 2.2</b>		Connection of the controller to the main power supply under supervision of an official of the Employer	Prov Sum			50,000.00
<b>PTS-F 2.3</b>		Commissioning of intersection and testing of operation in the presence of the Employer	Prov Sum			20,000.00
<b>PTS-F 2.4</b>		Application and installation of Electrical power point by the Local Authority	Prov Sum			50,000.00
<b>PTS-F 2.5</b>		Application for wayleaves to the Local Authority and other third parties	Prov Sum			150,000.00
TOTAL SCHEDULE PSUM - SECTION 1 2 CARRIED TO SUMMARY:						

	<b>SUMMARY SCHEDULE OF QUANTITIES</b>	<b>TENDER NO.</b>
		<b>PM68/2021</b>

SCHEDULE	SECTION	DESCRIPTION	AMOUNT
A	1	PRELIMINARY AND GENERAL - FIXED CHARGE AND VALUE RELATED OBLIGATIONS	
	2	PRELIMINARY AND GENERAL - TIME RELATED OBLIGATIONS	
	3	PRELIMINARY AND GENERAL - PROVISIONAL SUMS	
	4	PRELIMINARY AND GENERAL - DAYWORK	
C	5	SITE CLEARANCE	
GA	6	CONCRETE (SMALL WORKS)	
GK	7	GABIONS AND PITCHING	
LC	8	CABLE DUCTS	
MH	9	ASPHALT BASE AND SURFACING	
MK	10	KERBING AND CHANNELLING	
MM	11	ANCILLARY ROAD WORKS	
PTS	12	TRAFFIC SIGNAL ASPECTS	
<b>TOTAL SCHEDULE OF QUANTITIES AMOUNT:</b>			

CALCULATION OF TENDER SUM	
<b>TOTAL SCHEDULE OF QUANTITIES AMOUNT BROUGHT FORWARD:</b>	
CONTINGENCIES@10%:	
<b>SUB-TOTAL:</b>	
ADD 15% VAT:	
<b>TOTAL TENDER AMOUNT:</b>	

## POLOKWANE MUNICIPALITY

### C3 Scope of Work

#### 1 **DESCRIPTION OF THE WORKS**

##### 1.1 **Employer's objectives**

*The employer's objective is to install INSTALLATION OF TRAFFIC LIGHTS AT SOUTHERN GATEWAY INTERSECTION ALONG N1.*

##### 1.2 **Overview of the works**

The works involve upgrading of intersection of R101 and Orpen Rd, and installation of traffic lights.

##### 1.3 **Extent of the works**

The works includes:

- Crossing of existing streets either by excavating or drilling underneath the road for the laying of ducts. This will include cutting of the asphalt. excavation, laying of ducts, backfilling and compaction of material and repairing of asphalt.
- Erection of traffic light poles, which includes the excavation for the footings and the mounting of the traffic light poles.
- Assembling and mounting of traffic signal heads.
- Erection of the traffic light controller.
- Excavation of trenches for the laying of cables to the next electricity point.
- Threading of cables through ducts and laying of ducts in trenches next to the road.
- Connection of electrical supply to the controller.
- Connection of the signal heads to the controller.

##### 1.4 **Location of the works**

The intersection in question is located between R101 and Orpen Rd. Project location co-ordinates are 23°55'45.78"S 29°25'37.68"E.

#### 2 **DRAWINGS**

The following drawings are applicable to the contract:

- **Locality Plan**

- Existing Traffic Movements
- Proposed Upgrades

### 3 **BID SPECIFICATION**

- A. TRAFFIC LIGHT POLES
- B. POLE-MOUNTING STRAPS
- C. POLE-TOP TERMINAL BOXES
- D. PEDESTRIAN PUSH BUTTON STATIONS
- E. TEN AND FOURTEEN PHASE SIGNAL CONTROLLER
- F. GPS CLOCK CORRECTION UNIT FOR TRAFFIC LIGHTS
- G. LED TRAFFIC LIGHTS
- H. LED TRAFFIC SIGNAL MODULES COMPLETE WITH FRONT BEZEL
- I. BACKGROUND SCREENS
- J. TABLE 1: TRAFFIC LIGHT DETAIL
- K. TABLE 2: SUMMARY OF IMPORTANT EQUIPMENT DETAILS
- L. CABLES

### **SPECIFICATION**

#### A. **TRAFFIC LIGHT POLES**

##### **1. STANDARD TRAFFIC POLES**

###### **1.1. CONSTRUCTION**

The poles shall be 114 mm diameter by 3.3m long. When installed the pole top shall be 3.3m from pavement level as only the foundation frame will be installed below ground level.

A robust foundation frame complete with foundation bolts, nuts and cable duct shall be supplied with each pole.

The base of the pole must be designed to fracture on impact without damaging the foundation or foundation frame to facilitate maintenance.

Provision must be made to earth the top of the pole with an 8mm set screw and nut.

## **1.2. MATERIAL**

The pole shall be manufactured from first grade steel tubing, adequately rated for the maximum loading due to the fixed mass as well as wind load. No butt or longitudinal welds will be permitted.

## **1.3. FINISH**

The pole must be thoroughly cleaned and primed with red oxide primer.

# **2. TOTEM TRAFFIC POLES**

## **2.1. CONSTRUCTION**

The pole shall be designed to support signals at standard height, as well as supplementary signals at the top of the extended pole. When traffic lights are mounted on the pole the minimum distance between the red signal, mounted at standard height, and the green signal, mounted at extended height, must not be less than 1m even when four aspect traffic lights are used. When installed the pole shall not be less than 6.2m from pavement level to the top of the pole. Traffic lights and background screens with a total mass of 100kg and projected windage area of 2.6m<sup>2</sup> will be fixed to the pole. The lower section of the pole shall have an outside diameter of at least 152mm.

The pole shall be supplied complete with foundation frame, mounting bolts and levelling washers (conventional hook bolts are not acceptable). Fixing bolts for the pole as well as a cable duct must also be supplied.

## **2.2. MATERIAL**

The pole shall be manufactured from first grade steel tubing, adequately rated for the maximum loading due to the fixed mass as well as wind load. No butt or longitudinal welds will be permitted.

## **2.3. FINISH**

All parts, excluding the foundation frame, shall be thoroughly cleaned and primed with red oxide. Fillet welds shall be neat and thoroughly cleaned before priming.

### **3. CANTILEVER TRAFFIC LIGHT POLES**

#### **3.1. CONSTRUCTION**

The pole shall be designed to support a fixed bracket 6.4m above road level, overhanging 5m from the vertical pole. Traffic signal heads and background screens with a total mass of 50kg and projected windage area of 1.3m<sup>2</sup> will be fixed to the bracket. The pole shall be supplied in two sections, each not exceeding 6m in length, to facilitate transport, storage and installation.

The fixed bracket at the end of the cantilever shall be designed to accommodate any of the following signal configurations complete with background screens:

- 1 × 3 aspect S1, S2, S3 or S4
- 1 × 4 aspect, S5, S6 or S7
- 1 × 5 aspect, S8 or S9
- 2 × 3 aspect side by side, S4/S1R

It shall also be possible to mount the signals back to Back on the cantilever.

The minimum clearance of the overhang arm shall not be less than 5.1m measured at a point 1m from the centre of the vertical pole. The clearance between the highest point on the road and the lowest point on the overhead signal (normally the bottom of the background screen) must exceed 5.1m.

The cantilever shall be pivoted at the mast to facilitate installation and maintenance.

The pole shall be supplied complete with a foundation frame, mounting bolts and levelling washers (conventional hook bolts are not acceptable). Fixing bolts for the pole and overhead suspension bracket as well as a cable duct must also be supplied.

#### **3.2. MATERIAL**

The pole shall be manufactured from first grade steel tubing adequately rated for the maximum loading due to the fixed mass and windage. No butt or longitudinal welds will be permitted.

#### **3.3. FINISH**

All parts, excluding the foundation frame, shall be thoroughly cleaned and primed with red oxide. Fillet welds shall be neat and thoroughly cleaned before priming.



## **B. POLE-MOUNTING STRAPS**

The pole-mounting strap shall consist of a 60mm, right-angle bracket with two buckles and a tensioning set screw with nut. These components must be hot-dip galvanised. The pole strap shall be manufactured from hot-dip galvanised steel, 25mm wide by 1.2mm thick and shall be designed to fit poles ranging from 100mm to 170mm in diameter. Pole straps that require crimping or band-it strapping will not be acceptable. As an optional extra hot-dip galvanised right angle brackets, 130mm long, must also be available to allow mounting of signal heads at ninety degrees on the same pole.

## **C. POLE-TOP TERMINAL BOXES**

### **1. CONSTRUCTION**

The base of the pole-top terminal box shall be made of UV stabilised nylon with a 30% glass fill, and shall not distort or corrode after prolonged exposure to outdoor conditions. It shall be designed to fit into a 114mm O.D. pole with a wall thickness varying from 2mm to 6mm and shall be supplied complete with an adequate number of 6-way, 15A terminal strips. Six tapered knock-outs shall be provided in the base to accommodate the PVC conduit for each traffic light mounted on the pole. The cover of the terminal box shall also be manufactured from UV stabilised nylon with a 30% glass fill and be held in position with two quick-release catches. Provision shall be made for fastening of cables to the base of the terminal box.

### **2. FINISH**

All parts, being corrosion-proof, shall be left uncoated and shall be pigmented matt black.

## **D. PEDESTRIAN PUSH BUTTON STATIONS**

### **1. CONSTRUCTION**

Pedestrian push buttons shall have an adequately rated green pushbutton, with one normally open contact, housed in a robust, reinforced nylon enclosure. The enclosure shall have an indented walking-man emblem and shall be tamper proof, i.e.:

- Screws shall have allen key drives to deter vandals.
- Buttons with threaded locating rings, which can be loosened from the front of the housing, will not be permitted.
- The enclosure shall not be easily bent or broken by hand.

## **2. MATERIAL**

- The enclosure shall be made from UV stabilised nylon with a 30% glass fill for rigidity.
- Screws and nuts shall be made from grade 304 stainless steel.
- The indented emblem shall be a seven year, retro-reflective vinyl sticker.

## **3. MOUNTING**

Each pedestrian push button shall be supplied with a universal pole mounting strap suitable for poles from 100mm in diameter to 170mm in diameter. The enclosure must be designed in such a way that it does not distort when the pole strap is tightened.

## **4. CABLE ENTRY**

The pedestrian pushbutton housing shall have the option of a threaded hole at the bottom to fit a No. 0 cable gland (20 mm conduit thread). An alternative cable entry at the back of the push button housing shall also be provided.

## **5. FINISH**

The pedestrian push button station shall be pigmented matt black, not coated. The indented emblem shall be a yellow, retro-reflective, vinyl sticker.

# **E. TEN AND FOURTEEN PHASE TRAFFIC SIGNAL CONTROLLERS**

## **1. GENERAL**

The required traffic signal controllers shall be microprocessor based and shall be configurable to switch anything from a two-phase plan to multi-phase plans with right and left turn movements, split vehicular phases and pedestrian E.C.O. phases for both main and side roads. The units should also include an accurate real time clock to facilitate cable-less linking. The controller shall be upgradeable to work within a GPRS linked remote monitoring system. GPS clock correction must be readily available.

## **2. CONTROLLER CABINET**

The unit shall be housed in a hot-dip galvanised, heavy gauge, steel cabinet. The cabinet shall be lockable using a custom, vandal-resistant lock. The cabinet must be galvanised and assembled, only after all cutting, punching and bending has been done, to eliminate corrosion on overlapping joints. Cabinets shall be plinth-mounted and shall be supplied complete with a foundation frame, mounting bolts and nuts. All cables must be enclosed in the lower pedestal. The cabinets shall be weather proof with knock-outs at all cable entry points.

### **3. POWER SUPPLY**

The controller shall be designed to operate from a 230 volt 50 Hz power supply within a voltage range of -15% to +20% and a frequency range of 48 to 52 Hz. If the power supply is interrupted for 20 milliseconds or less, the controller shall continue normal operation. In the event of a power interruption greater than 20 milliseconds, the controller shall shut down and resume normal start up procedure when the power is restored.

### **4. LIGHTNING PROTECTION**

The most effective lightning protection practically possible shall be fitted to the mains input, which includes surge arrestors as well as an indoor lightning arrestor on the live leg of the power supply. All inputs to the controller shall be optically isolated and inputs connected to interlinking cables shall be relay isolated. Output circuits shall all be relay isolated from the signal switching triacs.

### **5. LOOP DETECTORS AND PEDESTRIAN INPUTS**

The controller shall be fitted with a minimum of six loop detector jacks wired to suit single channel, self tuning loop detectors. Two input terminals shall also be provided to accommodate demand from (normally open) pedestrian pushbutton stations.

The controller must include a 24 V DC switch mode power supply sufficiently rated to support vehicle detection cameras or radar detectors. As an optional extra, interface jacks for cameras and radars must be made available.

### **6. COMPONENT LABELLING AND DOCUMENTATION**

All components shall be clearly labelled and a comprehensive manual showing schematic and layout diagrams of the controller shall be made available. Controllers which have been configured by the factory for specific intersections shall be supplied with the dedicated documentation to facilitate installation.

### **7. SIGNAL SWITCHING**

Signal switching shall be solid state using a 16 Amp triac for each signal circuit. Individual triacs shall be easy to replace on site to facilitate maintenance. The standard software supplied with the controller shall be able to accommodate any of the following phase combinations:

- Four vehicular phases with two right turn movements, two parallel left turn movements and two pedestrian E.C.O. phases. The right turn phases shall be configurable as leading or lagging movements and shall be switched in

parallel with a normal vehicular phase or alternatively, independently as dual right turn movements.

- The left turn phases shall be switched in parallel with the right turn phases but shall be configurable to overlap inter-green periods.
- Any combination of phases, less than stated above, down to two-phase operation.

## **8. OPERATING MODES**

The controller shall be designed to operate in any of the following modes:

- Fixed time operation.
- Semi vehicle actuated operation.
- Fully vehicle actuated operation.
- Fully vehicle actuated operation and, in absence of demand, rest on the last phase demanded or on main road green.
- Emergency flashing.
- Manual control operated by a police switch. Under manual control minimum green, amber and all red periods shall be pre-set to ensure safe operation.

## **9. SIGNAL SWITCHING PLANS**

The standard controller software shall accommodate eight signal switching plans, each of which shall be independently configurable to switch any of the above operating modes.

Plans shall be selected by the integral real time clock on a time of day, day of week basis or remotely from a central computer (server).

## **10. CO-ORDINATION OF CONTROLLERS**

Traffic signal controllers must allow for co-ordination with other controllers in all of the following methods.

- By means of communicating with a central computer (server).
- By means of GPS clock correction.

## **11. REMOTE MONITORING AND MANAGEMENT**

Traffic signal controllers must be easily upgradable to allow the controller to communicate with a central server. The communications shall be GPRS based and allow for live monitoring, SMS reporting and data uploads/downloads. Additional equipment required for communications include the following:

- An outstation transmission unit (OTU) complete with GPRS modem.
- A high-gain GPRS antenna (2.3dB minimum) complete with vandal-proof housing.
- A battery backup, with charger, capable of maintaining communications for 48 hours.
- Ancillary equipment to read hardware data such as an open door, emergency flashing, power failure and circuit breaker status.

The OTU shall interface with the controller as well as communicate with the server via a cellular network (TCP/IP). The outstation hardware shall be responsible at all times for monitoring and reporting events as well as faults occurring at the traffic signal controller. Events and faults shall all be time and date stamped. The OTU shall also be responsible for controller co-ordination.

For security reasons the OTU must support SIM cards which are pin encoded.

## **12. CONFLICT MONITORS**

The controller shall be fitted with dual, hard wired conflict monitors which switch the intersection to emergency flashing should a conflict situation arise either from an internal controller fault or from an external fault on the installation. During emergency flashing the vehicular signals must flash red with the pedestrian signals switched off. Resetting the controller to normal operation shall only be possible by manual intervention on site.

## **13. DELAYED PRESENCE**

Time delays on presence and right turn loops shall be provided to prevent phases being called unnecessarily. The time delays shall be pre-set in the controller making the use of standard loop detectors possible to facilitate maintenance.

## **14. PROGRAMME STORAGE**

Controller programmes shall be stored on non-volatile memory.

## **15. SOFTWARE AND PERIPHERAL DEVICES (OPTIONAL EXTRAS)**

A computer software package on which the user can edit, transfer and store multiple programmes shall be available.

## **16. TRAFFIC SIGNAL CONTROLLER SPARES**

A full range of spare parts for repair of traffic signal controllers shall be made available by the manufacturer.

## **17. STATUTORY APPROVAL**

The traffic signal controllers must have been successfully tested by the South African Bureau of Standards (SABS) for compliance with SANS 1547:2005. Documentary proof of compliance must be submitted.

## **18. FOURTEEN PHASE TRAFFIC SIGNAL CONTROLLER**

A fourteen phase controller shall be available. The fourteen phase controller shall be of the same design as the ten phase controller above with the addition of the following:

- Two additional loop detector jacks.
- Two additional vehicular phases.
- Two additional right turn phases.

The controller shall be able to switch parallel right turn movements or dual right turn movements in a demand dependent manner from loop detectors or preconfigured plan demand.

## **F. GPS CLOCK CORRECTION UNIT FOR TRAFFIC LIGHTS**

### **1. GENERAL OVERVIEW**

The GPS clock correction unit for traffic lights shall interface with both the AUTOMOTOR Type EX as well as Type ESA controllers. The aim of the device is to synchronize the real time clock of the traffic light controller to the time obtained from GPS satellites. By ensuring that all controllers in a designated area are running on the same GPS time base, a coordinated system can be realised.

### **2. INTERFACE**

The GPS clock correction unit shall interface with the PLC installed in the controller through an 8-pin mini-DIN plug. The GPS unit shall utilise the port for both communication as well as power. The cable used to interface between the unit and the PLC must be robust and the unit should not be easily damaged by pulling on the cable.

The GPS clock correction unit shall be made available in two versions:

- For ESA models, the unit must interface using RS232 and the correct ESA protocols.
- For EX models, the unit must interface using RS485 and the correct EX protocols.

### **3. DETAILED OPERATION**

The GPS clock correction unit shall interface directly with the PLC and only set the time of the RTC once a 3D Fix is obtained. If, at any time, satellite reception is lost, the GPS unit should refrain from interfering with the RTC until a 3D fix is once again obtained. The unit shall synchronise the RTC with GPS time at least once every 10 minutes to ensure negligible clock drift. It is very important that the GPS unit is able to determine and set the day of week, even after prolonged power outages.

#### **4. HOUSING**

The GPS Clock shall be housed in a vandal-resistant, polymer housing and shall be completely sealed from the elements. It is important that the housing have mounting holes (PCD of 4 × 65mm) on the underside for fastening to existing controller cabinets. A gasket must be supplied with the GPS unit to ensure a watertight seal between the cabinet and unit. The housing shall be pigmented black and shall contain a UV stabiliser.

### **G. LED TRAFFIC LIGHTS**

#### **1. CONSTRUCTION**

The construction of the traffic light shall comply with SANS 1459:2004 and shall be of modular design. The aspect housings shall be fixed together by means of stainless steel screws and rigid, powder-coated aluminium joiner plates. Each detachable aspect housing shall be dust proof, water tight and the traffic light shall be of a composite design utilising the following materials:

- UV stabilised nylon with a 30% glass fill for rigidity.
- High-silicone aluminium where mechanical strength is required.
- Grade 304 stainless steel for clips, catches and screws.

The traffic light shall be weather proof and the LED compartment easily accessible for maintenance by means of two quick-release catches. The LED module, fixed within the reinforced nylon bezzel shall form a rigid compartment door to ensure the aspect remains waterproof over extended periods. Aluminium mounting bosses on both the top and bottom of the traffic light shall be required for fixing to the pole. The traffic light shall not corrode, crack or distort after prolonged exposure to the harsh outdoor conditions experienced in Southern Africa.

All housing dimensions shall be as per the attached drawings. See Figures 2 and 3. Special attention must be paid to the detail portrayed by Figure 1.

#### **2. LED MODULE**

The LED modules shall be of a “single source” design not a matrix design (i.e. discreet LED dots must not be visible to the motorist). All internal circuitry shall be protected from dust, moisture and physical damage by a

secondary housing manufactured from glass filled nylon (IP65 rated and tested by the SABS). The module must have a specially designed outer diffuser lense which minimises dust collection on the lense surface. The LED module must have a pluggable electrical connection (MOLEX MiniFit™).

### **3. LED OPTICS**

LED modules must comply with SANS 1459:2004 – LED Traffic Lights, and must have been tested by the SABS. The optical design shall utilise high power LEDs, a collimator lense and front diffuser lense to give a smooth, large diameter signal. The diffuser lense shall be manufactured from high impact, UV stabilised polycarbonate. All lenses used in the optical system shall be clear, thus negating sun-phantom effect.

### **4. POWER SUPPLY**

The LED power supply shall be of a switchmode design, fused and protected from line surges. The LED signal shall operate from a 50 Hz, AC supply at input voltages ranging from 184 V<sub>AC</sub> to 276 V<sub>AC</sub> (i.e. 230 V<sub>AC</sub> ± 20%). Any fluctuation of the input voltage within the above range shall have no effect on the luminous intensity of the signal whatsoever. When driven at an input voltage less than 140 V<sub>AC</sub>, the power supply must ensure the signal is completely off. The power supply must ensure that the switch-on and switch off times of the signal do not exceed 100 ms. The LED module shall have a power factor of 0.9 or greater and the power consumption may not exceed 7W.

All LED modules must include active loading as part of the power supply. The purpose of this active load is to clamp unwanted residual voltage on cable cores.

The active load may not consume power or dissipate heat when the LED module is switched on. For this reason, a passive resistive clamp is unacceptable.

### **5. MARKING AND DESIGN LIFE**

Each LED module shall be legibly and durably marked with the following information:

- The manufacturer's name and product model.
- The maximum power consumption.
- The input voltage range.
- A serial number.
- The date of manufacture.

The complete LED module shall be guaranteed for a period of five years, physical and lightning damage excluded.

### **6. RUBBER GASKETS**



The hinged door shall seal against a 6mm Neoprene gasket and be held tightly closed by two over-centre, stainless steel catches. A 3.5mm Neoprene gasket shall provide a weather-tight seal between the LED module and the housing.

## **7. VISORS**

A suitable black pigmented, UV stabilized, polyethylene visor projecting 200 mm from the signal face shall be fitted to each aspect using stainless steel screws. The visor may not obscure the lense.

## **8. CABLE ENTRY AND WIRING**

Cable entry shall be at the bottom of the upper aspect's housing by means of a heavy-duty, reinforced PVC hose. The hose diameter shall be 19 mm and length shall be as follows:

- 1 and 2 aspect traffic lights: 1200mm and,
- 4 aspect traffic lights: 610mm

The wire shall protrude at least 200mm from the PVC hose and colour coding shall be as follows:

- Red Signal – Red wire
- Amber Signal – White wire
- Green Signal – Blue wire
- Additional Signal – Grey wire
- Neutral – Black wire

## **9. EXTERNAL FINISH**

The traffic light shall be pigmented matt black and all aluminium parts shall be powder coated black.

## **10. MOUNTING**

Each traffic light housing shall have an aluminium threaded boss at the top and bottom of the assembly to facilitate mounting. Two 10 mm set screws and washers must be provided with each traffic light assembly. A stud with nut leaving thread exposed to the outdoor elements is not acceptable.

Brackets to mount traffic lights side by side shall be available as an optional extra.

## **11. CONFIGURATIONS**

The following traffic light configurations shall be available:

- 1 aspect
- aspect – S10, S11P (pedestrian), S11C (cyclist), S12, S10B (Bus)
- aspect – S1, S2, S3, S4 and S1B
- aspect – S5, S6 and S7
- aspect – S8, S9, S8B (Bus) and S9B (Bus)

All the above configurations shall be available for left, right and straight traffic movements.

## **12. STATUTORY APPROVAL**

The traffic lights must have been successfully tested by the South African Bureau of Standards (SABS) for compliance with SANS 1459:2004 (for LED traffic lights). The LED module shall also have been tested for IP65 compliance. Documentary proof of compliance to both tests must be submitted.

### **H. LED TRAFFIC SIGNAL MODULES COMPLETE WITH FRONT BEZEL**

#### **1 GENERAL**

The LED modules shall be of a “single source” design not a matrix design (i.e. discreet LED dots must not be visible to the motorist). All internal circuitry shall be protected from dust, moisture and physical damage by a secondary housing manufactured from glass filled nylon (IP65 rated and tested by the SABS). The module must have a specially designed outer diffuser lense which minimises dust collection on the lense surface. The LED module must have a pluggable electrical connection (MOLEX MiniFit™ compatible). Both the male and female side must be supplied and the male side must have a 200 mm long pigtail for retro-fitting purposes. The modules must be able to be retro fitted into existing traffic light housings.

#### **2 OPTICS**

LED modules must comply with SANS 1459:2004 – LED Traffic Signals and must have been tested by the SABS. The optical design shall utilise high power LEDs, a collimator lense and front diffuser lense to give a smooth, large diameter signal. The diffuser lense shall be manufactured from high impact, UV stabilised polycarbonate. All lenses used in the optical system shall be clear, thus negating sun-phantom effect.

#### **3 POWER SUPPLY**

The LED power supply shall be of a switchmode design, fused and protected from line surges. The LED signal shall operate from a 50 Hz, AC supply at input voltages ranging from 184 V<sub>AC</sub> to 276 V<sub>AC</sub> (i.e. 230 V<sub>AC</sub> ± 20%). Any fluctuation of the input voltage within the above range shall have no effect on the luminous intensity of the signal whatsoever. When driven at an input voltage less than 140 V<sub>AC</sub>, the power supply must ensure the signal is

completely off. The power supply must ensure that the switch-on and switch off times of the signal do not exceed 100 ms. The LED module shall have a power factor of 0.9 or greater and the power consumption may not exceed 7 VA.

All LED modules must include active loading as part of the power supply. The purpose of this active load is to clamp unwanted residual voltage on cable cores. The active load may not consume power or dissipate heat when the LED module is switched on. For this reason, a passive resistive clamp is unacceptable.

#### **4 RETRO-FITTING**

All LED modules shall be supplied with a front bezel (door) which is designed to fit on existing traffic signal housings. The module shall be fastened in the door with a weather-tight seal. The reason for the bezel is to facilitate retro-fitting and ensure that the signal housing seals properly.

The module shall also be supplied with a 200 mm pluggable pig-tail to facilitate connections made when retro-fitting in old incandescent or halogen signals.

#### **5 CONFIGURATIONS**

The following standard signal configurations shall be available:

- Red, full disc
- Amber, full disc
- Green, full disc
- Amber arrow (left, right or vertical)
- Green Arrow (left, right or vertical)
- Red standing man
- Green walking man

#### **6 MARKING AND DESIGN LIFE**

Each LED module shall be legibly and durably marked with the following information:

- The manufacturer's name and product model.
- The maximum power consumption.
- The input voltage range.
- A serial number.
- The date of manufacture.

The complete LED module shall be guaranteed for a period of five years, physical damage excluded.

#### **7 STATUTORY APPROVAL**

The traffic lights must have been successfully tested by the South African Bureau of Standards (SABS) for compliance with SANS 1459:2004 (for LED traffic signals). Documentary proof of compliance must be submitted.

## **I. BACKGROUND SCREENS**

### **1. CONSTRUCTION**

The background screens shall be 500mm wide with a full radius on the top and bottom. Dimensions of the background screens shall comply with Volume 4, Part 3 of the South African Road Signs Manual and the technical requirements of SANS 1459:2004. Detailed dimensions and hole centers are given in Figure 3.

Background screens shall be of a modular construction to facilitate maintenance, but shall be supplied as a fully assembled unit for ease of installation. The unit shall fit directly onto the traffic light without the use of brackets, straps or clamps. Background screens shall be shaped in such a manner that maximum strength is achieved with a lightweight construction. The screens shall be fitted to the lights with a sufficient number of screws to spread the windage load, thus preventing breaking of the screens over extended periods. Screens shall be supplied complete with stainless steel mounting screws.

No visible daylight is allowed to pass between the lantern and the background screen.

### **2. MATERIAL**

Background screens shall be manufactured from a suitable, UV stabilised, reinforced polymer compound.

### **3. FINISH AND BORDER**

Background screens shall be machine moulded and pigmented black. All background screens shall be supplied with a 50mm wide, glossy white border.

### **4. CONFIGURATIONS**

The following standard background screen configurations shall be available:

- 1 aspect
- aspect – S10 and S12
- aspect – S1, S2, S3 and S4
- aspect – S5, S6 and S7
- aspect – S8 and S9

Background screen dimensions and hole-centers shall be as per Figure 3.

The hole centers of the background screen shall align accurately with the mounting holes on the signal housing.

## 5. SIDE MOUNTING BRACKETS

All 5 aspect background screens shall be supplied with a hot-dip galvanised sidemounting bracket.

The bracket dimensions shall be as per Figure 3.

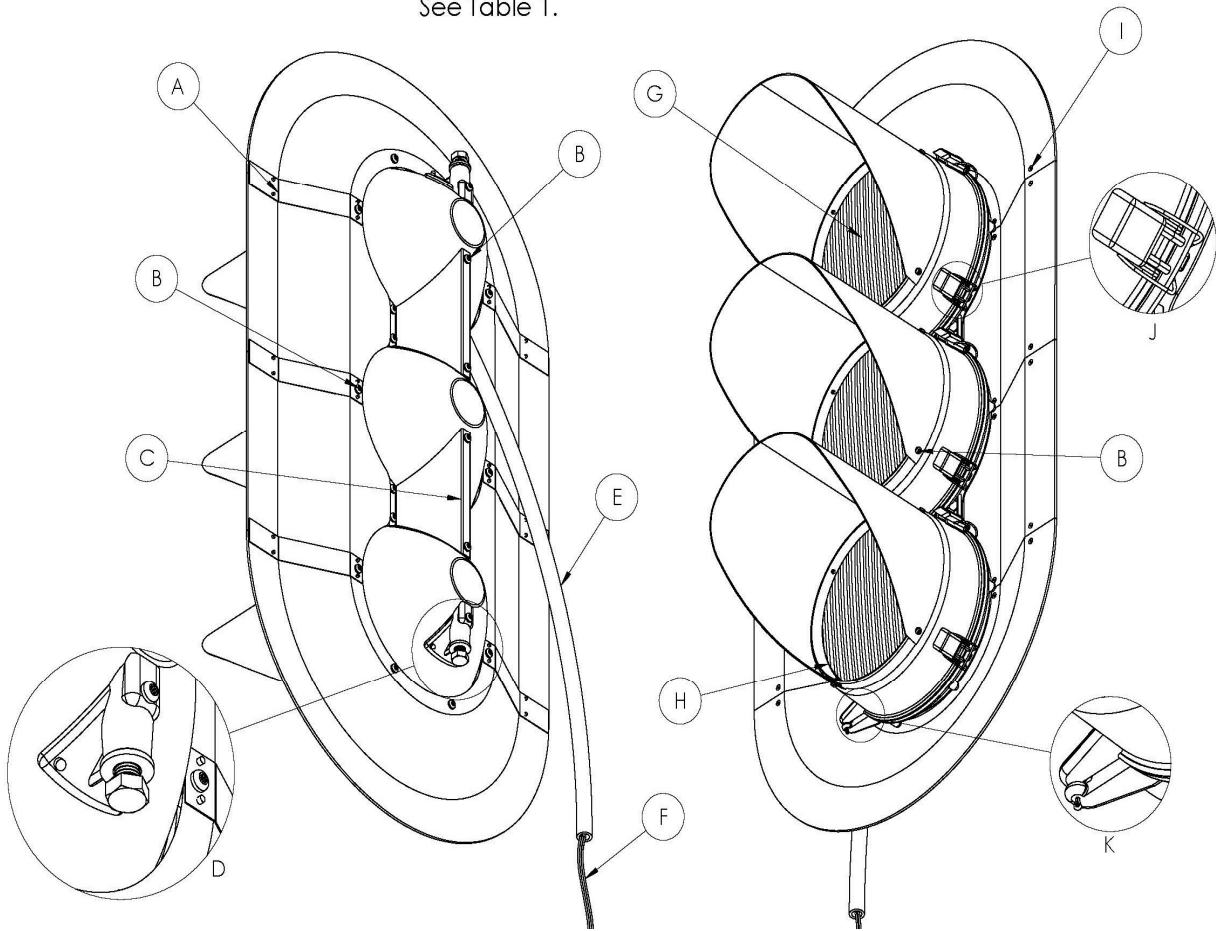
### J. TABLE 1: TRAFFIC LIGHT DETAIL

(Refer to Figure 1 for references)

REFERENCE	DESCRIPTION
A	Chromadek background screen connector plate.
B	All self-tapping screws to be grade 304 stainless steel
C	Rigid aluminium connector plate, black powder-coated
D	Black powder coated, high silicone, die cast aluminium mounting boss. Mounting bosses shall be threaded and include M10 × 25mm set screws and washers.
E	Heavy-duty PVC hose (19mm in diameter)  Length = 610mm for 3 and 4 aspect housings. Length = 1200mm for 1 and 2 aspect housings.
F	0,5mm <sup>2</sup> panel wire. Wire must protrude at least 200mm from the PVC hose. <div> <div>h</div> <div> <div>Black – Neutral</div> <div>Red – Red Signal</div> <div>White – Amber Signal</div> <div>Blue – Green Signal</div> <div>Grey – Additional Signal</div> </div> </div>
G	The diffuser lense design minimises the collection of dust on the optical surface over time (Registered design F2012/01498). Diffuser shall be manufactured from high impact, UV stable polycarbonate.
H	A 6mm Neoprene gasket shall provide a seal for the housing door.

	A 3.5mm Neoprene gasket shall provide a seal for the LED module.
I	Counter-sunk aluminium rivets, in conjunction with connector plate (C), hold the modular sections of the background screen together.
J	Rigid, stainless steel, over-centre catches mounted with stainless steel screws.
K	The front door shall be hinged on the rear of the housing with 2mm stainless steel split pins.

Figure 1: Traffic Light Detail  
See Table 1.



**K. TABLE 2: SUMMARY OF IMPORTANT EQUIPMENT DETAILS**  
(Refer to Figures 2 and 3)

PARAMETER	VALUE
<b>ELECTRICAL</b>	
Power Supply Type	Switch-mode, constant current
Input voltage	230 VAC $\pm$ 20 %
Power factor	> 0,92
Maximum power consumption (Amber Signals)	6,9W
Active load to suppress induced cable voltages	Included in ALL aspects
Transient input voltage suppression	IEC61000-4-4 4kV IEC61000-4-5 4kV
Fused	Yes
On/Off threshold voltage	180 VAC
<b>OPTICAL</b>	
Optical System	2 lens system: collimator & diffuser ("single source")
Lense colour	Clear
SABS Compliance	SANS 1459:2004 – LED Traffic Signals
	IP65 (LED Module)
Outer diffuser lense material	High impact, UV stable polycarbonate
Registered design	F2012/01498
Minimum guaranteed initial luminous intensity on the beam axis	550 cd
<b>PHYSICAL</b>	
Aperture Diameter (inner diameter of the hinged door)	200mm
Spacing between vertical aspects	232mm
Spacing between horizontal, adjacent aspects (i.e. on a 5 aspect)	250mm
Visor protrusion from signal face	200mm
Distance between mounting bosses:	
1 aspect	154mm
2 aspect	387mm
3 aspect	619mm



4 aspect	851mm
5 aspect	619mm
Overall width of background screen:	
1, 2, 3 and 4 aspect	500mm
5 aspect	750mm
Overall height of background screen:	
1 aspect	500mm
2 aspect	732mm
3 aspect	964mm
4 aspect	1196mm
5 aspect	964mm
Wall thickness of background screen	3mm
Overall profile depth of background screen (for rigidity)	43mm
Background screen's white border width	50mm

Complete housing mass - Includes background screen, visors, fasteners, wiring as well as LED modules.	
1 aspect	2,4kg
2 aspect S10	4,2kg
2 aspect S11 (i.e. NO background screen included)	3,3kg
3 aspect	5,7kg
4 aspect	7,4kg
5 aspect (including side-mounting bracket)	9,6kg
Pluggable connector for LED module (one per aspect)	MOLEX MiniFit™ wire-to-wire.

Figure 2 : 3 Aspect Traffic Light Dimensions

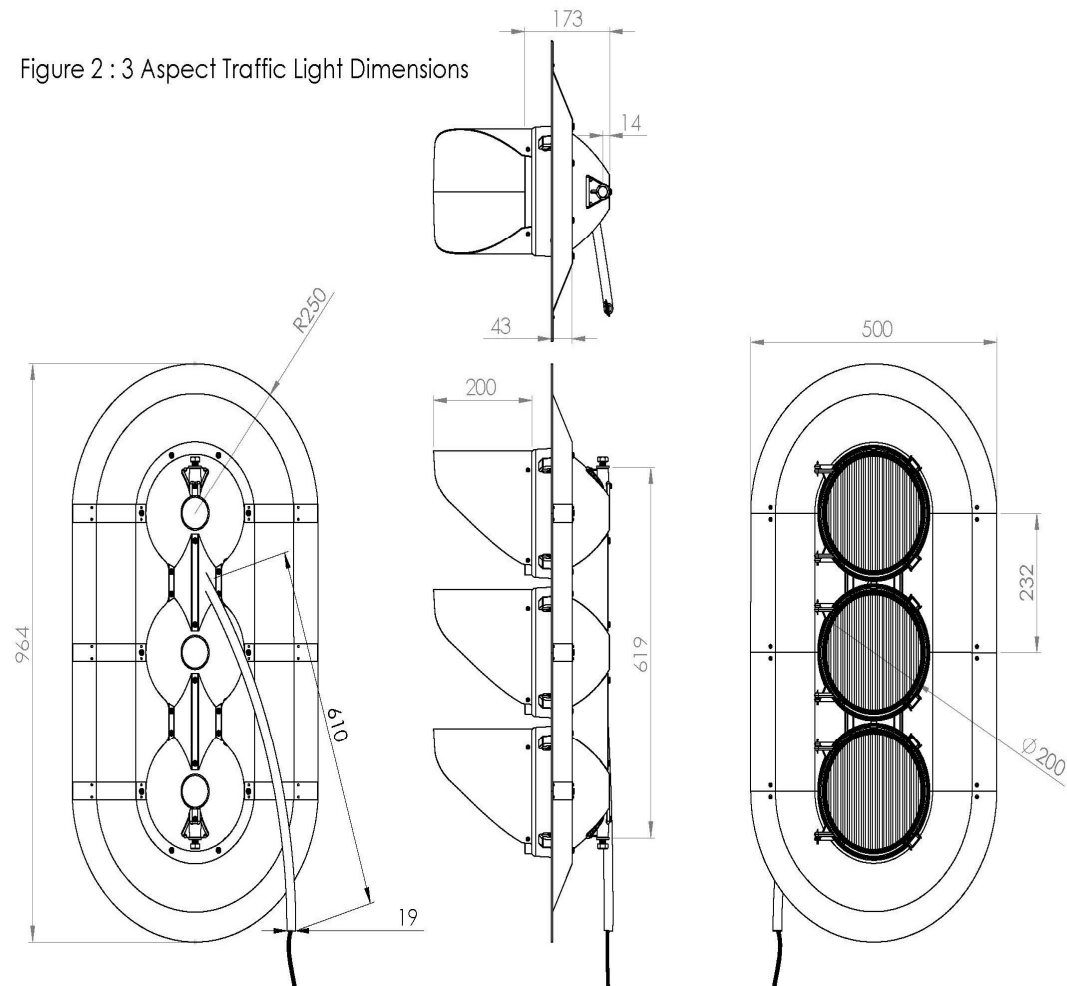
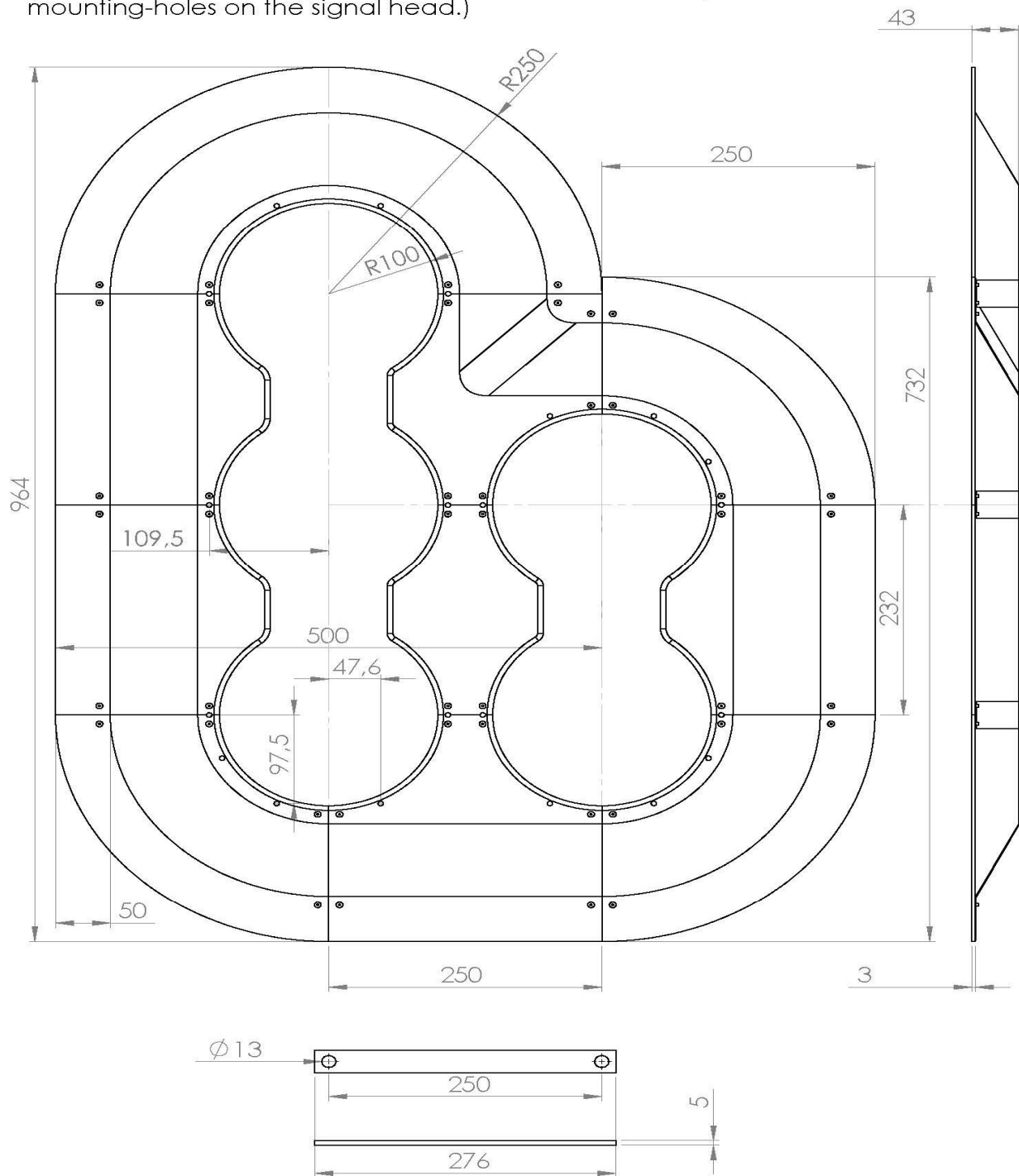


Figure 3 : Background Screen and Side-Mounting Bracket Dimensions

(Take note of mounting-hole centres which must correspond to mounting-holes on the signal head.)



## **L. CABLES**

1. Signal light cables from controller to signals and from signal-to-signal shall be PVC insulated 27 Core cables with stranded copper conductors, the core to be not less than 1.5mm<sup>2</sup>, with PVC sheathed 600/1000V, wire armored, with PVC sheathed to latest SANS specifications, according to latest SABS specification. The cable must bear the SABS mark.

## **4     PROCUREMENT**

### **4.1     Preferential procurement procedures**

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

### **4.2     Scope of mandatory subcontract work**

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

**POLOKWANE MUNICIPALITY**  
**Coherent Health & Safety Specifications**



**PROJECT NAME:   INSTALLATION OF TRAFFIC  
LIGHTS AT SOUTHERN GATEWAY  
INTERSECTION ALONG N1**

**PROJECT NUMBER: PM68/2021**

## **FOREWORD**

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

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

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

Should you be unclear about anything set out in this document, please contact this office. These specifications are site specific and include all works to be done by the principal contractor. The principal contractor will be responsible for all the work on site.

Every endeavour has been made to address the most critical aspects relating to Health and Safety issues to assist contractors in adequately providing for Health and Safety of employees on site. However, the Principal Contractor is required to ensure they stay compliant with statutory requirements and construction programs and processes and include such aspects in their Health and Safety file.

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**COHERENT HEALTH AND SAFETY SPECIFICATIONS FOR:  
INSTALLATION OF TRAFFIC LIGHTS AT SOUTHERN GATEWAY INTERSECTION  
ALONG N1**

**TABLE OF CONTENTS**

- 1. Introduction and background**
  - 1.1 Background to the Health and Safety Specifications
  - 1.2 Responsibility and Accountability
  - 1.3 Purpose of the Health and Safety Specifications
  - 1.4 Implementation of the Health and Safety Specifications
- 2. Occupational Health & Safety Management System**
  - 2.1 Roles
  - 2.2 Implementation of the Health and Safety Specifications (Drafting of the coherent Health & Safety Plan)
- 3. Occupational Health & Safety management system elements**
  - 3.1 Scope of the Project
  - 3.2 The Extent of the works
  - 3.3 Interpretations
    - 3.3.1 Application
    - 3.3.2 Definitions
  - 3.4 Minimum Administrative Requirements
    - 3.4.1 Notification of Intention to Commence Construction Work
    - 3.4.2 Assignment of the Principal Contractor's I Contractors' Responsible Persons to Supervise and Co-ordinate Health and Safety on Site
    - 3.4.3 Competence of the Principal Contractor's I Contractors' Appointed Competent Persons
    - 3.4.4 Compensation for Occupational Injuries and Diseases Act 130 of 1993 (COIDA)
    - 3.4.5 Health and Safety Organogram



- 3.4.6 Preliminary Hazard Identification and Risk Assessments, Progress Hazard Identification and Risk Assessments Reviews.
  - 3.4.7 General Record Keeping
  - 3.4.8 Injury / Incident Reporting and Investigation
  - 3.4.9 Consolidation of Health & Safety Documentation
  - 3.4.10 Offences and Penalties
- 3.5 Principal Contractors, Contractors and Sub-contractors
  - 3.5.1 Principal Contractor's and Contractors' Requirements
  - 3.5.2 Principal Contractor / Contractor Competency Assessment
  - 3.5.3 Pricing for Occupational Health & Safety Compliance
  - 3.5.4 Contractors' Coherent Health & Safety Plans [Construction Regulations 7]
  - 3.5.5 Communication and Management of the work
- 3.6 Polokwane Municipality identified Hazards and Potentially Hazardous Situations
  - 3.6.1 Unforeseeable Hazards
- 3.7 Site Operational Requirements
  - 3.7.1 Health and Safety Representative(s)
  - 3.7.2 Health and Safety Committees
  - 3.7.3 Health and Safety Training
    - 3.7.3.1 Induction
    - 3.7.3.2 Awareness
    - 3.7.3.3 Competence
  - 3.7.4 Health & Safety Audits, Monitoring and Reporting
  - 3.7.5 Emergency Procedures
  - 3.7.6 First Aid Boxes and First Aid Equipment
  - 3.7.7 Personal Protective Equipment (PPE) and Clothing
  - 3.7.8 Occupational Health and Safety (OHS) Signage
  - 3.7.9 Public and Site Visitor Health & Safety
  - 3.7.10 Access to Site
  - 3.7.11 Night Work (After Hours)
  - 3.7.12 Transport of Workers
  - 3.7.13 Construction Health & Safety Officer
- 3.8 Physical Requirements

- 3.8.1** Earthworks (including Trenching and excavations)
- 3.8.2** Edge Protection, Barricading and Penetrations (CR 10)
- 3.8.3** Deliveries, Waste Removal, Stacking/Storage of Materials
- 3.8.4** Fire Extinguishers and Fire Fighting Equipment

- 3.8.5** Traffic Control

- 3.9** Plant, Machinery and Equipment

- 3.9.1** Construction Vehicles & Mobile Plant
- 3.9.2** Pressure Equipment
- 3.9.3** Hired Plant and Machinery
- 3.9.4** General Machinery
- 3.9.5** Electrical Installations and Portable Electrical Tools

- 3.10** Occupational Health

- 3.10.1** Industrial Hygiene (exposure to physical and chemical stress factors)
  - 3.10.1.1** Noise
  - 3.10.1.2** Ergonomics
- 3.10.2** Hazardous Chemical Substances (HCS)
- 3.10.3** Welfare Facilities
- 3.10.4** Alcohol and other Drugs
- 3.10.5** COVID-19

#### **4. Omissions from the Site-Specific Health and Safety Specifications**

##### **Annexure A**

Primary Health & Safety Compliance

##### **Annexure B**

Principal Contractor and Contractors' Responsible Persons

##### **Annexure C**

General Compliance Requirements

##### **Annexure D**

Occupational Health & Safety - Health & Safety pricing guidelines

##### **Annexure E**

Occupational Health & Safety File Index

**Annexure F**  
Notification of Construction work

Gazette 37305 shall specifically apply to all persons involved in the construction work pertaining to this project.

**“Purpose of the Act”** –To provide for the health and safety of persons at work and the health and safety of persons in connection with the use of plant and machinery; the protection of persons other than persons at work against hazards to health and safety arising out of or in connection with the activities of persons at work; to establish an advisory council for occupational health and safety; and to provide for matters connected therewith.

**“Agent”** –means a competent person who acts as a representative for a Polokwane Municipality.

**“Polokwane Municipality”** –means any person for whom construction work is performed;

**“Construction manager”** means a competent person responsible for the management of the physical construction processes and the coordination, administration and management of resources on a construction site;

**“Construction site”** means a workplace where construction work is being performed.

**“Construction supervisor”** means a competent person responsible for supervising construction activities on a construction site.

**“Construction work”** means any work in connection with -

- a) The construction, erection, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure; or 6
- b) The construction, erection, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system; or the moving of earth, clearing of land, the making of excavation, piling, or any similar civil engineering structure or type of work;

**“Contractor”** means an employer who performs construction work.

**“Designer”** means-

- a) A competent person who- Prepares a design.  
Checks and approves a design.  
Arranges for a person at work under his or her control to prepare a design, including an employee of that person where he or she is the employer; or Designs temporary work, including its components.
- b) An architect or engineer contributing to or having overall responsibility for a design.
- c) A building services engineer designing details for fixed plant.
- d) A surveyor specifying articles or drawing up specifications.
- e) A contractor carrying out design work as part of a design and building project; or an interior designer, shopfitter, or landscape architect.

**“Health and Safety File”** –means a file, or other record containing the information by the Construction Regulations.

**“Health and Safety Plan”** –means a site, activity or project specific documented plan in accordance with the Polokwane Municipality 's health and safety specification. **“Health and Safety Specification”** –means a site, activity or project specific document prepared by the Polokwane Municipality pertaining to all health and safety requirements related to construction work.

**“Method Statement”** –means a document detailing the key activities to be performed to reduce

as reasonably as practicable the hazards identified in any risk assessment. **"Principal contractor"** means an employer appointed by the Polokwane Municipality to perform construction work.

**"Risk Assessment"** –means a program to determine any risk associated with any hazard at a construction site, to identify the steps needed to be taken to remove, reduce or control such hazard.

### 1.5 Abbreviations:

GMR: General Machinery Regulations

OHS Act: Occupational Health & Safety Act. Act 85 of 1993

Constr Reg: Construction Regulation 2014

ORHVS: Operating Regulations for High Voltage Systems PPE:

Personal Protective Equipment

## 2. OCCUPATIONAL HEALTH & SAFETY MANAGEMENT

### 2.1 ROLES

#### **Polokwane Municipality / Agent**

- a) Prepare a baseline risk assessment and issue a health and safety specification to the Principal Contractor, Designer and include the specification in tender documentation.
- b) The Polokwane Municipality or the appointed Polokwane Municipality Agent will appoint each Principal Contractor for this project or phase/section of the project in writing for assuming the role of Principal Contractor as intended by the Construction Regulations.
- c) The Polokwane Municipality or the appointed Polokwane Municipality Agent shall discuss, negotiate, and approve the contents of the specified project health and safety plan submitted by the Principal and Sub Contractor.
- d) The Polokwane Municipality or his Agent will take reasonable steps to ensure that the health and safety plan of the Principle and Sub Contractor is correctly implemented and maintained. Monthly audits shall be conducted to monitor the compliance.
- e) In the event of design changes the Polokwane Municipality or the appointed Agent on his behalf will ensure that enough resources will be provided to implement the work safely.
- f) The Polokwane Municipality or his appointed Agent on his behalf will prevent the Principal Contractor and/or the Contractor from commencing or continuing with construction work should the Principal Contractor and/or the Contractor at any stage in the execution of the works be found to:

***have failed to have complied with any of the administrative measures required by the Construction Regulations in preparation for the construction project or any physical preparations necessary in terms of the Act;***

***have failed to implement or maintain their health and safety plan; have executed construction work which is not in accordance with their health and safety plan; have acted in any way which may pose a threat to the health and safety of any person(s) present on the site of the works or in its vicinity, irrespective of him/them being employed or legitimately on the site of the works or in its vicinity.***

## Designer

- Must consider the health and safety specifications of the Polokwane Municipality.
- Before the tender process, the designer must make available a report to the Polokwane Municipality about:
  - All the relevant health and safety information about the design of the relevant structure that might affect the pricing of the construction work.
  - The geotechnical -science aspects, where appropriate. o The loading that the structure is design to withstand.
- Inform the Polokwane Municipality in writing of any known or anticipated dangers or hazards related to the project.
- Make available all relevant information required for the safe execution of the work upon being designed or when the design is subsequently altered.
- During the design consider the hazards relating to any subsequent maintenance to be performed with the minimum risk.
- During the design stage cognizance of ergonomic design principals must be applied to minimize ergonomic related hazards in all phases of the life cycle of a structure.

### 2.2 Implementation of the Health and Safety Specifications (Drafting of the coherent Health & Safety Plan)

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

## 3. OCCUPATIONAL HEALTH & SAFETY MANAGEMENT SYSTEM ELEMENTS

### 3.1 Scope of the Project

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

### **3.2 The Extent of the works:**

The brief summary for the proposed scope of works is as detailed below:

- Assessing the existing traffic flows and propose the recommended traffic light/signals.
- Crossing of existing streets either by excavating or drilling underneath the road for the laying of ducts. This will include cutting of the asphalt.
- Excavation, laying of ducts, backfilling and compaction of material and repairing of asphalt.
- Erection of traffic light poles, which includes the excavation for the footings and the mounting of the traffic light poles.
- Assembling and mounting of traffic signal heads.
- Erection of the traffic light controller.
- Excavation of trenches for the laying of cables to the next electricity point. Threading of cables through ducts and laying of ducts in trenches next to the road.
- Connection of electrical supply to the controller. Connection of the signal heads to the controller.

#### **3.3.1 Application**

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

#### **3.3.2 Definitions**

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

### **3.3 Minimum Administrative Requirements**

#### **3.4.1 Notification of Intention to Commence Construction Work**

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

#### **3.4.2 Assignment of the Principal Contractor's / Contractors' Responsible Persons to supervise and Co-ordinate Health and Safety on Site**

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

#### **3.4.3 Competence of the Principal Contractor's / Contractors' Appointed Competent Persons**

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

#### **3.4.4 Compensation for Occupational Injuries and Diseases Act 130 of 1993 (CIDA)**

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

#### **3.4.5 Health and Safety Organogram**

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

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

#### **3.4.6 Preliminary Hazard Identification and Risk Assessments, Progress Hazard Identification and Risk Assessments Reviews.**

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

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

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

The Principal Contractor must ensure that all Contractors inform, instruct and train their workers regarding any hazards, the associated risks and the related safe work procedures to be implemented before any work commences and thereafter at regular



intervals as the risks change and as new risks develop. This training should be carried out in the form of toolbox health & safety talks. Contractors must conduct their own toolbox talks and submit proof of these talks in the form of attendance registers to the Principal Contractor at least every two weeks. Every worker on site must undergo such toolbox safety talks with the attendance registers kept in the Principal Contractor's safety file.

Contractors must conduct their own hazard identifications and risk assessments specific to their operations and forward a copy to the Principal Contractor.

The Principal Contractor when required must report on the status of these Contractor risk assessments to the Polokwane Municipality i.e. at audits.

#### **3.4.7 General Record Keeping**

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

#### **3.4.8 Injury / Incident Reporting and Investigation**

Injuries are to be categorised into first aid; medical; disabling (lost day); and fatal. When reporting injuries to the Polokwane Municipality, these categories must be used. The Principal Contractor must investigate all injuries. All

Contractors must report injuries to the Principal Contractor immediately and the Principal Contractor must inform the Polokwane Municipality immediately. All incidents reportable in terms of the provisions of Section 24 of the OHS Act must be reported to the local Dept. of Labour in the prescribed manner.

#### **3.4.9 Consolidation of Health & Safety Documentation**

It is the duty of the Principal Contractor to ensure that all documentation required to be kept or generated during the construction phase is consolidated into one set of documents that must be handed over to the Polokwane

Municipality upon completion of the construction work. This consolidated safety file(s) should include instructions from the design team that will be required for the continued safe operation and maintenance of the new structure(s).

#### **3.4.10 Offences and Penalties**

Penalties may be imposed on the Principal Contractor and Contractors for ongoing non-compliance with the provisions of the Polokwane Municipality's coherent health & safety

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

### **3.5 Principal Contractors, Contractors and Sub-contractors**

#### **3.5.1 Principal Contractor's and Contractors' Requirements**

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

The Principal Contractor may only allow a Contractor to begin work on site after receiving a coherent health & safety plan which must include a project specific hazard identification, risk assessments and safety measures. The Principal Contractor must test competency and finally approve his sub-contractor coherent site-specific health and safety plan. The Principal Contractor must audit each of its contractors monthly, with audit reports kept in the health & safety file on site. The audit must include an administrative assessment as well as a physical inspection of the contractor's site activities. *The Principal Contractor must stop any Contractor from carrying out construction work that is not in accordance with the Principal Contractor's and/or Contractor's health & safety plan or if there is an immediate threat to the health and safety of persons.*

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

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

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

The Principal Contractor must ensure that every contractor is registered and in good

standing with a recognised compensation fund or with a licensed compensation insurer prior to work commencing on site;

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

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

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

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

### **3.5.2 Principal Contractor / Contractor Competency Assessment**

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

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

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

**3.5.3 Pricing for Occupational Health & Safety Compliance** All parties bidding to do work on this construction project must ensure that they have made provision for the cost of complying with this Specifications document as well as with the OHS Act and incorporated Regulations as a minimum requirement in their tender documentation. It must also be

taken into consideration that time is money, which implies that sufficient time must be allowed for the implementation of the minimum OHS standards. No additional claims will be entertained at a later stage should a compliance requirement be prescribed in the OHS Act, incorporated regulations or in this Specifications document.

### **3.5.4 Contractors' Coherent Health & Safety Plans [Construction Regulations 7]**

#### **1. Introduction:**

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

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

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

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

### **3.5.5 Communication and Management of the work**

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

- a. Management structure and responsibilities
- b. Health and Safety goals for the project and arrangements for monitoring and review of Health and Safety performance i.e. safety meetings; contractor meetings; risk assessment review, etc
- c. Arrangement for:
  - i. Regular liaison between parties on site i.e. meetings
  - ii. Consultation with the work force i.e. toolbox talks
  - iii. The exchange of design information between the Polokwane Municipality, designers, and Contractors on site
  - iv. Selection and control of Contractors i.e. selection criteria; inspections; audits, etc.
  - v. Site health & safety induction and onsite training i.e. toolbox talks
  - vi. Welfare facilities, first aid, emergency planning and fire prevention strategy

- vii. The reporting and investigation of injuries and incidents including near misses what the intended system will be
- viii. The production, approval and review of risk assessments, safe work procedures and method statements and how does the company's risk assessment system work.
- d. Site specific rules and procedures.

### **3.5 Polokwane Municipality identified Hazards and Potentially Hazardous Situations**

See attachment.

#### **Other possible risks you need to consider.**

1. Existing services
2. Interface with the public
3. Hazardous chemical such as solvents, cleaning agents, cement, fuels, oils, epoxies, etc.
4. Site security and access control issues
5. Relocation and protection of existing services
6. Finishing trades

#### **3.6.1 Unforeseeable Hazards**

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

### **3.7 Site Operational Requirements**

#### **3.7.1 Health and Safety Representative(s)**

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

#### **3.7.2 Health and Safety Committees**

The Principal Contractor must ensure that project health and safety committee meetings are held monthly with minutes kept. Meetings must be chaired by the Principal Contractor's Responsible Person [CR 7(1) person]. All Contractors' Responsible Persons and Health &

Safety Representatives must attend the Principal Contractor's monthly health & safety meetings. The Principal Contractor's appointed supervisors must also attend health & safety meetings. The following topics must be tabled at meetings: management appointments and risk management portfolios; sub-contractor legal compliance issues; injuries and incidents; hazards and risk assessments (present and foreseen); safety procedures; method statements for upcoming activities; planned inspections and registers/record keeping, etc. The committee chairperson must sign off and date the minutes.

### **3.7.3 Health and Safety Training**

#### **3.7.3.1 Induction**

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

#### **3.7.3.2 Awareness**

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

#### **3.7.3.3 Competence**

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

### **3.7.4 Health & Safety Audits, Monitoring and Reporting**

The Principal Contractor is obligated to conduct monthly audits on all Contractors appointed by it and keep audit reports in its health & safety file. Contractors must audit their sub-contractors and keep records of these audits in *their* health & safety

files, made available on request. The Polokwane Municipality Agent will conduct monthly audits on the Principal Contractors' safety management plan.

### **3.7.5 Emergency Procedures**

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

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

### **3.7.6 First Aid Boxes and First Aid Equipment**

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

### **3.7.7 Personal Protective Equipment (PPE) and Clothing**

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

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

### **3.7.8 Occupational Health and Safety (OHS) Signage**

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

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

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

### **3.7.9 Public and Site Visitor Health & Safety**

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

Site visitors must be briefed on the hazards they may be exposed to as well as what measures are in place or should be taken to control these hazards. The Construction Regulations require that a record of these 'inductions' be kept on site. It is advised that a visitor book with site rules leaflet be kept at the reception/site office and all visitors to be directed to such point where they must read through the site safety information and sign the visitor book. It will be the Principal Contractor's prerogative to decide whether site visitors require supervision while on site. Visitor hard hats must be kept in the site office.

### **3.7.10 Access to Site**

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

### **3.7.11 Night Work (After Hours)**

No night work will be allowed within the hazardous zone on this project without prior approval from the Polokwane Municipality /Polokwane Municipality 's Agent and the Construction Health and Safety Agent. Additional health and safety requirements will then be applicable.



### 3.7.12 Transport of Workers

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

### 3.7.13 Construction Health & Safety Officer

A full-time construction safety officer (in terms of Construction Regulation 8) will be required on this project. **The construction health and safety officer must be registered with SACPCMP.** The construction officer will be required to carry out at least the following duties:

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

## 3.8 Physical Requirements

### 3.8.1 Earthworks (including Trenching and excavations)

The Principal Contractor and relevant Contractors must make provision in their tender for the shoring of excavations where the soil conditions warrant it or if this is not possible cut it back -excavation walls must be battered back to a safe angle, termed the safe angle of repose.

The Principal Contractor has the following options: first option is to shore or brace the excavation, should this not be practical then such excavation must be battered back to the safe angle of repose (second option). Should the first two options not be deemed necessary by the Contractor, then permission must be given in writing by the appointed competent excavation supervisor (third option). Where uncertainty pertaining to the stability of the soil exists, the decision of a professional engineer or professional technologist competent in excavations shall be decisive. Such permission must be in writing.

The following is relevant to excavations:

- Excavations/trenches are inspected before every shift and a record of these inspections is kept; ☐
- Safe work procedures have been communicated to the workers; ☐
- The safe work procedures are always enforced and maintained by the Principal Contractor's and Contractors' responsible persons; ☐
- Excavations next to permanent or temporary roadways - ensure that no load, material, plant or equipment is placed or moved near the edge of any excavation where it is likely to cause its collapse and thereby endangering the safety of any person, unless

precautions such as the provision of sufficient and suitable shoring or bracing are taken to prevent the sides from collapsing;□

- Ensure that where the stability of an adjoining building, structure or road is likely to be affected by the making of an excavation, steps are taken that may be necessary to ensure the stability of such building, structure or road as well as the safety of persons□
- Cause convenient and safe means of access to be provided into every excavation in which persons are required to work and such access shall not be further than 6m from the point where any worker within the excavation is working;□
- Ascertain as far as is reasonably practicable, the location and nature of electricity, water, gas, or other similar services which may in any way be affected by the work to be performed. The necessary steps must then be taken to render the circumstances safe for all persons involved;□
- Cause every excavation which is accessible to the public or which is adjacent to public roads or thoroughfares, or where the safety of persons may be endangered, to be□
- Adequately protected by a barrier or fence of at least one meter in height and as close to the excavation as is practicable; and provided with warning illuminates or any other clearly visible boundary indicators at night or when visibility is poor;□
- Cause warning signs to be positioned next to an excavation within which persons are working or carrying out inspections or tests□

### **3.8.2 Edge Protection, Barricading and Penetrations (CR 10)**

**A Contractor must ensure that—**

- All unprotected openings in floors, edges, slabs, hatchways, and stairways are adequately guarded, fenced, or barricaded or that similar means are used to safeguard any person from falling through such openings;□
- No person is required to work in a fall risk position, unless such work is performed safely as contemplated in sub-regulation (2);□
- A detailed Fall Arrest and Rescue Plan will be drafted and implemented on site.□
- The above-mentioned plan will be demonstrated on instruction of the Polokwane Municipality's Agent.□

### **3.8.3 Deliveries, Waste Removal, Stacking/Storage of Materials**

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

### **3.8.4 Fire Extinguishers and Fire Fighting Equipment**

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

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

### **3.8.5 Traffic Control**

The Principal Contractor shall ensure that a fulltime traffic safety officer be appointed in writing, upon the commencement of construction activities. The traffic safety officer shall be tasked with regular inspections and movement of road traffic signs as per the approved traffic accommodation plans and will report to the safety officer.

The principal Contractor must prepare a site specific a Traffic Accommodation Plan that should be signed off by the relevant appointed Engineer on this project.

This document must indicate the potential risk to the public or environment posed by all vehicles travelling to and from the areas of construction for the purpose of the construction work and proposes methods to eradicate or minimize these risks. Such a plan must include the following aspects:

- Design of Traffic Management Plan□
- Site specific base line risk assessment□
- Protection of employees□
- Protection of pedestrians□
- Specific signage and distances applicable□
- Applicable training□
- Appointments of road safety officers□
- Management after hours/weekend/adverse weather conditions□
- Setup and clearing of signage□

Only SABS approved temporary road signage must be used. Note that the Principal Contractor must always enough signage available.

The Principal Contractor will also put in place flagmen to control the entry and exit of vehicles to and from the site onto the public road. These flag personnel must be highly visible and must have been trained. Flag personnel may not use cell phones while on duty.

### **3.9 Plant, Machinery and Equipment**

#### **3.9.1 Construction Vehicles & Mobile Plant**

"Construction Plant" includes all types of plant including but not limited to, cranes, piling rigs, excavators, construction vehicles, compaction plant, batch plants and lifting equipment.

The Principal Contractor must ensure that such plant complies with the requirements of the OHS Act, Construction Regulations (Feb 2014) and any manufacturers specifications. The Principal Contractor and all relevant contractors must inspect and keep records of inspections on construction vehicles and mobile plant used on site. Only authorised/competent persons in the possession of the necessary training certificates and in possession of a certificate of medical fitness may operate construction vehicles and mobile plant.

Appropriate PPE and clothing must always be provided and maintained in good condition.

Reverse alarms must be installed on construction vehicles i.e. trucks, digger loaders, etc.

Vehicles and pedestrian traffic must be safely separated, preventing any unnecessary interfacing.

Any vehicle or mobile plant using any public road must be roadworthy and carry a certificate proving this. Likewise, any operator of such construction vehicle or mobile plant will have to carry the necessary driver's license.

#### **3.9.2 Pressure Equipment**

The Principal Contractor and all relevant Contractors must comply with the Pressure Equipment Regulations, including:

Providing competency and awareness training to the operators/users; Providing the relevant PPE and clothing;

Inspecting equipment regularly (every 3 months) and keeping records of these inspections;

Providing appropriate firefighting equipment (Fire Extinguishers) on hand;

Ensuring that oxygen and acetylene bottles are secured in an upright position, do not show signs of corrosion or damage, and have flash back arrestors fitted on both torch & bottle ends of hoses.

#### **3.9.3 Hired Plant and Machinery**

The Principal Contractor must ensure that any hired plant and machinery used on site is safe for use and complies with the minimum legislated requirements. The necessary

requirements as stipulated by the OHS Act and Construction Regulations shall apply. The Principal Contractor shall ensure that operators hired with machinery are competent and that competency and medical certificates are kept on site in the health & safety file. Any load test requirements and inspections in terms of legislation must be complied with and copies of load test certificates and inspections must be kept in the health & safety file. All relevant contractors.

#### **3.9.4 General Machinery**

The Principal Contractor and relevant contractors must ensure compliance with the Driven Machinery Regulations, which includes carrying out risk assessments on the machines, inspecting machinery regularly, appointing a competent person to inspect and ensure maintenance, issuing PPE and relevant clothing, and training those who use machinery.

#### **3.9.5 Electrical Installations and Portable Electrical Tools**

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

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

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

### **3.10 Occupational Health**

#### **3.10.1 Industrial Hygiene (exposure to physical and chemical stress factors)**

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

##### **3.10.1.1 Noise induced hearing loss is a highly underrated occupational condition.**

Occupational noise emitted by construction machinery and power tools must be controlled as far as possible by implementing engineering solutions such as noise dampening, regular maintenance, servicing, and inspection, screening off the noise, and reducing the number of persons exposed. Personal protective

equipment such as earmuffs and earplugs must also be used in conjunction with engineering controls to reduce noise exposure to below the acceptable levels.

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

### **3.10.2 Hazardous Chemical Substances (HCS)**

The Principal Contractor and other relevant contractors must provide the necessary training and information as far as the use, transport, and storage of HCS. The Principal Contractor must ensure that the use, transport, and storage of HCS are carried out as prescribed in the HCS Regulations. The Principal Contractor and contractors must ensure that all hazardous chemicals on site have Material Safety Data Sheets (MSDS) on site and the users are made aware of the hazards and precautions that need to be taken when using the chemicals. The First Aiders must be made aware of the MSDS's and how to treat HCS incidents appropriately. Copies of the MSDS's must be kept in the first aid box and in the store. All containers must be clearly labelled.

Flammable substances must be stored separately, away from other materials, and in a well-ventilated area (appropriate cross ventilation). A competent person should be appointed to be in control of this portfolio.

Stores must be well ventilated, preventing the build-up of flammable and toxic gases/vapours. Should fuel storage containers be used, they must conform to the general environmental legislation and Environmental Management Plan (if a requirement on this site). The necessary safety signage must be posted up - 'no naked flames', 'no smoking'. Two 9 kg DCP fire extinguishers must be placed near to the fuel containers, but not within 5 m of the containers. These extinguishers are over and above the minimum four required for the offices and stores.

### **3.10.3 Welfare Facilities**

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

### **3.10.4 Alcohol and other Drugs**

No alcohol and/or other drugs will be allowed on site. No person may be under the influence of alcohol or any other drugs while on the construction site. Any person on prescription medication must inform his/her superior, who shall in turn report this to the Principal Contractor forthwith. Any person suffering from any illness/condition that may have a negative effect on his/her anyone else's health or safety performance must report this to his/her superior, who shall in turn report this to the Principal Contractor forthwith.

Any person suspected of being under the influence of alcohol or other drugs must be sent home immediately, to report back the next day for a preliminary inquiry. The Contractor concerned must follow a full disciplinary procedure and a copy of the disciplinary action must be forwarded to the Principal Contractor for its records.

### **3.10.5 COVID- 19**

#### **Response plan**

This International pandemic will force the contractors and clients to think about the workplace that the employees work in and the applicable PPE to safeguard the employees against this COVID 19 virus. Polokwane Municipality have drawn up a checklist with all the necessary equipment and guidelines that will need to be in place before construction can start. The checklists are written using the above-mentioned acts, regulations, and guidelines. This checklist is listed as annexure A. The SHE committee shall have a meeting in the first week of starting to discuss the plan forward with COVID 19.

#### **Access control**

The client and the contractor will remain responsible to ensure that the correct measures are taken at the entrance of the construction site. The contractor shall have a thermometer available at each entrance to measure the temperature of each of the employees and visitors that enters and exits the site. The following is equipment and processes that will need to be in place at each entrance:

**NOTE: This shall be done when entering the site as well as exiting the site every time**

- Employee or security available at each gate
- Every entrance to site must have a thermometer
- Every entrance shall have a sanitation bottle to sanitize every person entering the sites hands
- Every person shall complete the sign in register that will enable the contractor to track the person in case of a possible positive case
- Non-essential visitors will not be allowed to enter the site
- All persons entering the site shall have a mask or a face shield on when entering, if not no access will be given to the person
- All hand sanitizer that is used must have 70% alcohol and the certificate must be available on site

#### **Documents that need to be updated**

Document control will be a critical path to ensure that all employees knows the exact risks and mitigation factors around the COVID 19 virus.

- Baseline risk assessment shall be written on COVID 19 to ensure all the risks is covered and discussed to the employees
- Health and safety policy would need to be changed to address the COVID 19 pandemic

- All safe work procedures shall cover COVID 19
- COVID 19 guideline or procedure shall be drawn up and available in the safety file and discussed to all employees. This procedure will explain how the contractor will ensure that the virus does not spread during construction ☐ A guideline on what the process will be if an employee or a visitor is showing symptoms of the COVID 19 virus
- COVID 19 Toolbox talks shall be held with all employees to explain to the employees what the COVID 19 virus is
- Applicable Checklist & register should be in place to ensure that all the measures that is stipulated in the Client OHS Spec, Baseline Risk assessment, COVID procedure and contractor OHS Plan
- Sign in register will need to be available at every site entrance where the employee or site security can write down the temperature of the employee or Visitor
- All Health and safety related policies will need to be revised to ensure that COVID 19 is cover and explained in all of them in the applicable manner ☐ COVID 19 manager shall be appointed on site. This employee shall be on site full-time.

### **Hand sanitation points**

Hand sanitation points will need to be placed at strategic places as well as the high-risk area. The first place where sanitation station shall be placed is at all site entrances. High risk areas will be identified by the following:

- ☐ Areas where employees are in frequent and/or close contact (i.e. within 1,5 Meter of people)

The high-risk areas will have additional sanitation stations, all employees shall wear mask or face shield when working closer than 1, 5 Meter from the nearest employee. Employees will be trained to wash hands more frequently or to use sanitizer more frequently.

The hand sanitizer that will be used shall have more than 70% of Ethyl alcohol. This needs to be ensured by the safety office on site as well as a Material Safety Data Sheet (MSDS) available close by for confirmation of the 70%. The hazardous chemical register shall be available in the flammable store. This register shall also include the hand sanitizer.

Hand washing posters shall be available at all hand washing stations to ensure that all employees know what the correct way is of washing your hands to cover all the areas. Informational posters about COVID 19 shall also be visible at these areas to ensure that employees know how the virus spreads and how to prevent spreading. The sanitisation stations will need to be cleaned on a regular basis.

### **Cleaning & disinfecting**

All work surfaces need to be cleaned and disinfected on a regular basis. The chemical that will be used to clean the surfaces must have a minimum of 70% Ethyl Alcohol and the MSDS for that specific sanitizer must be available in the safety file under the MSDS's section. Plant, site offices & construction sites shall be decontaminated before the start of the site. The contractor that decontaminated the site shall issue a certificate to explain it has been done and explain what chemicals was used.



## Offices

- All offices must have a biochemical hazardous bin with a medical waste bag that can be sealed
- The offices need to be cleaned on a regular basis
- If disposable gloves are being used, they must be discarded in the medical waste bin.
- Only employees that is working in the office will be allowed in the offices □ All visitors must arrange with office personnel if they have an appointment with one of the office employees to move outside and have the appointment outside or in a well-ventilated area and if possible, keep social distancing distance (1,5 Meter)
- Cleaners must focus on cleaning the following areas: desks, printers, door handles, kettles, microwaves & office equipment (cabinets, staplers, punchers) etc.
- No utensils shall be shared
- All employees shall sanitise their hands before and after using building plans

## Ablution Facilities

- All ablution facilities shall have a washing station or a sanitation station.
- Sufficient paper towels shall be available to dry off hands after sanitizing
- All ablution facilities must have a biochemical hazardous bin, with a medical waste bag that can be sealed
- Paper towels shall be discarded into the medical waste bin provided at the ablution facilities
- Ablution facilities must always be cleaned on a more regular basis to ensure a clean surface
- Chemical toilets ratio is reduced to 1-10 employees and flush toilets ratio is reduced 1-15 employees
- Cleaners must focus on the most touch areas when cleaning ablution facilities (toilet handles, door handles, taps, basins surfaces, toilet seats etc.)

## Eating areas

The eating areas in construction is a high risk since the employees under normal circumstances would have sit within 1, 5 Meter of each other.

- Eating areas will need to make bigger to accommodate all employees at once but still implement social distancing of 1, 5 Meter at least.
- All eating areas must have a biochemical hazardous bin, with a medical waste bag that can be sealed
- All Servite that was used or paper towels that was used to dry hands after using the sanitation station must be discarded in the hazardous bin. □ All eating areas shall have a washing station or a sanitation station □ Lunch breaks should be staggered between contractors / employees to ensure that during lunch the social distancing 1, 5 Meter can still be implemented.
- All chairs, Tabletops and drinking water taps need to be cleaned after each lunch break
- Notice board shall be placed at the eating area to ensure that all employees see all posters and notices

- Clean drinking water need to be supplied to all employees at the eating area

### **Waste management**

The waste management on site will be a critical path and will need to be monitored. The PPE and cleaning material that will be discarded will be medical (biological hazardous) waste. This will need to be separated from normal waste, all medical waste bins will need to have a waste bag that can seal and need to be removed by a registered service provider. Hazardous bins shall be foot operated to ensure employees do not touch the lid of the hazardous bin.

### **Paper towels**

Paper towels shall be supplied to by the contractor at all sanitation stations and washing stations for employees to dry their hands. These towel papers will be discarded in the medical waste bins. The contractor shall ensure that sufficient paper towels is in storage for a fast and effective replacements

### **PPE**

All disposable PPE shall be discarded in these medical waste bins. Disposable PPE will be the following: dust masks, surgical masks etc.

### **Disinfectants**

The sanitizers that will be available throughout the site if finished and not refilled will be discarded as medical waste. The contractor must ensure that sufficient stock of hand sanitizer and soap is available in the storeroom. This chemicals and soap shall be recorded as it is booked out of the storeroom.

### **Wastewater**

The water that will be used at the hand washing points will need be stored in a container with a lid. This infected water will then need to be treated before the water can be discarded in a normal municipal sewage system.

### **Personal Protective Equipment (PPE)**

COVID 19 be prevented from spreading using the correct PPE. The COVID 19 virus is spread by small droplets that can be enter the body at the face through the nose, mouth, and the eyes. This is the critical areas that must be protected at all cost to prevent the employees from getting the feared COVID 19 virus. The disposable PPE will be treated as biological hazardous waste as explained above in waste management

The Contractor shall supply all employees with 2 cloth masks (1 to wear, 1 to wash). The cloth masks will be checked every morning at the entrance of the gate to ensure that employees are washing the cloth masks. This is an example of a cloth mask:

If the employees are working in a high-risk area, the contractor will need to have a look at alternative measures to protect the employee's eyes as well as mouth and nose area. Face shields is a perfect example of an alternative way to protect our workers. There are different types of face shields on the market, from loose face shields with a strap to face shield and hard hat combination. Below is an example of these alternative equipment that will need to be in place in high risk areas when possible:

Employees will only be required to wear hand gloves when the task will require it (will be stipulated in the risk assessment). When for example the employee will do grinding work and the face shield will not last then the employee will be required to wear goggles and a normal dust mask.

### **Accommodation**

When the contractor provides accommodation to the employees on site the following shall be in place:

- The quantity of employees must be looked at that is accommodated on site
- The restrictions on the number of employees using the same ablution facilities
- Cutlery & utensils shall not be shared between employees □ Social distancing between employees (at least 1,5 Meter) when in sleeping quarters and in cooking facilities
- The employees shall practice good personal hygiene and shall sanitise areas that on a regular basis that is used by all employees
- Employees shall not share any personal belongings with each other for example: clothes & towels

### **Transportation**

The transportation of employees shall be monitored by the site safety officer as well as site management. Transportation will be arranged that all employees always implement the social distance of at least 1, 5 Meter from each other. Employee using transportation as well as drivers will always wear mask to prevent the spread of the virus. Employees shall sanitize their hands before using transportation and after using transportation. Transporting employees in big quantities must always be prevented if possible. All transport shall be disinfected before and after use. If employees drive with personal transport, sufficient parking must be made available

### **COVID 19 Signage's**

The applicable signage's shall be displayed at all the applicable places for example all the notice boards that is identified in this document. The contractor shall as far as reasonably practicably post posters about COVID 19 to ensure that all employees know the essential information of the virus. The signage's will be essential to show employees with the use of pictograms what is the most important factors to keep in mind on site. All hand sanitation station shall have a sign that states it is a sanitation station and while have a poster to explain to employees exactly how to wash their hands to prevent getting infected.

This is examples of signs that shall be visible all over site to keep reminding employees of the risks. The site entrances shall get additional signage's to explain to visitor and employees the applicable PPE for the site. These signs are examples of signs that shall be visible at the site entrances:

### **COVID 19 Posters**

The contractor will be responsible to display posters on all notice boards on site as stipulated to ensure that employees are informed of the COVID 19 virus. The responsibility is with the contractor to communicate these posters to the employees and the train them on all the precaution measures and the keep them informed.

### 3 Omissions from the Site-Specific Health and Safety Specifications

Every endeavor has been made to address the most critical aspects relating to Health and Safety issues to assist the contractor in adequately providing for the Health and Safety of employees on site. However, the Principal Contractor is required to ensure they stay compliant with statutory requirements and construction programs and processes and include such aspects in their Health and Safety File.

#### PRIMARY HEALTH AND SAFETY COMPLIANCE

Project: INSTALLATION OF TRAFFIC LIGHTS AT SOUTHERN GATEWAY INTERSECTION ALONG N1

#### ANNEXURE A

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

HSS Item no.	Requirement	Legal Reference	Compliance required:
A1	Health & Safety Plan (H & S Plan)	Constructions Regs.	Withing one weeks of receipt of these specifications
A2	Notification of intention to commence construction / building work	Complete schedule 1 (Construction Regs.)	Before commencement on site
A3	Assignment of responsible persons to supervise construction work	OHS Act ~ Section 16(2) appointee ~ all written appointments under the construction regulations 2014	Before commencement on site
A4	Competence of responsible persons in the form of CV's related work history of appointees	OHS Act ~ Section 16(2) appointee ~ all written appointments under the construction regulations 2014	Together with H & S Plan
A5	Compensation for occupational injuries and diseases - proof of registration and in good standing	COIDA or FEMA	Together with H & S Plan
A6	Health and safety organogram showing all safety management portfolios and positions	Polokwane Municipality requirement	Together with H & S Plan

<b>A7</b>	Initial hazard identification and risk assessment document	Construction regulations	Together with H & S Plan
<b>A8</b>	Fall protection plan (first draft) as defined in the construction regulations	Construction regulations	Together with H & S Plan

HSS = health & safety specifications

OHS Act = occupational health & safety Act

CR = construction regulations

COIDA = compensation for occupational injuries and diseases Act

**ASSIGNMENT OF PRINCIPAL CONTRACTOR'S AND CONTRACTORS' RESPONSIBLE PERSONS**  
 Project: INSTALLATION OF TRAFFIC LIGHTS AT SOUTHERN GATEWAY INTERSECTION ALONG N1

**ANNEXURE B**

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

Item no.	Appointment	Legal Reference	Requirement
<b>B1</b>	CEO Assignee	Section 16(2)	A competent person to assist the CEO in achieving compliance with the OHS Act - PIContractor's I Contractor's Responsible person
<b>B2</b>	Construction Work Manager	CR 8(1)	A full time competent person to Supervise and be responsible for health & safety related issues on site. The person is appointed by the Section 16(2)
<b>B3</b>	Assistant Construction Work Manager	CR 8(2)	A full time competent person(s) to assist the CR 8(1) appointee with daily supervision of construction work safety. One of the CR8(2) appointees must be designated to fulfill the role of the CR6(1) when such person is not on site. Make this clear in the appointment letter
<b>B4</b>	Health & Safety Representative(s)	Section 17	A competent person(S) to be appointed to represent the workforce in H & S matters. Reps may attend safety meetings, conduct monthly site audits, attend incident / injury investigations and make recommendations as far as H&S goes.
<b>B5</b>	Health & Safety Committee Member(s)	Sectin 19	H&S reps, site supervisors / foreman and the safety officer should make up the committee, with the CR8(1) appointee chairing the committee.
<b>B6</b>	Incident Investigator	GAR 9	A competent person to head up the investigation team and co-ordinate incident / injury investigation ons site.

<b>B7</b>	Risk assessment co-ordinator	CR9	A competent person to co-ordinate the drafting / reviewing / distribution of risk assessments on behalf of the principal contractor. The same applies to contractors. NQF Level 5
<b>B8</b>	Fall protection plan co-ordinator	CR10	A competent person to co-ordinate the drafting / reviewing / distribution of Fall Protection Plan. The same applies to contractors. NQF Level 4
<b>B9</b>	Emergency plan co-ordinator	Contractor Needs to be in line with service stationERP	A competent person to co-ordinate the drafting / reviewing / distribution of the site emergency procedures / evacuation plan. Such person must be fulltime on site so as to take charge of emergency situations.
<b>B10</b>	First Aider(s)	GSR 3	A certified person to address first aid situations and take charge of injuries. Level 1 certificate
<b>B11</b>	Lifting machine and lifting tackle supervisor	DMR 18	A competent P/Contractor employee to co-ordinate the management of lifting machines and tackle, ensuring that such equipment is safe for use at all times, inspected when necessary and repaired when required. The operators, banks men and contractors to liases with this person
<b>B12</b>	Scaffolding inspector	SANS 10085 - 2004	A competent person to inspect scaffolding before use and every time after bad weather, etc.
<b>B13</b>	Scaffold supervisor (P/Contractor)	SANS 10085 - 2004	A competent P/Contractor employee to supervise all scaffolding on site, ensuring that scaffolds are safe for use, inspected, extended / altered, repaired when required and that all trades are co-ordinated and authorised to work on such scaffolds
<b>B14</b>	Scaffolding erector	SANS 10085 - 2004	A competent person(s) to erect scaffolding - leader of the scaffold team

<b>B15</b>	Formwork & support work supervisor (Temporary Works)	CR12	A competent person to supervise all formwork & support work erection & dismantling. This person must also ensure that the equipment is safe and that all the necessary inspections (pre, during, post & every day thereafter) are carried out & records kept by the competent inspectors. Design drawings must be available to this supervisor.
<b>B16</b>	Excavation supervisor / inspector	CR13	A competent person to supervise & inspect excavation work (daily) and ensure that excavations are safe. Records of inspections must be kept by this person.
<b>B17</b>	Ladder inspector	GSR13A	A competent person to inspect ladders daily and ensure they are safe for use, keeping monthly record.
<b>B18</b>	Stacking supervisor	CR28	A competent person to supervise all stacking and storage operations
<b>B19</b>	Explosive powered tools inspector / supervisor	CR21	A competent person to inspect & clean the tool daily, store the tool in a safe location, ensure that cartridges are signed out and in, and control all operations thereof.
<b>B20</b>	Temporary electrical installations inspector	CR24	A competent person to inspect all temporary electrical installations. Including weekly inspections and record keeping.
<b>B21</b>	Portable Electrical Tool Inspector	CR 24	A competent person to co-ordinate / inspect portable electrical tools, leads and plugs.
<b>B22</b>	Fire-fighting equipment inspector	CR29	A competent person to co-ordinate & inspect fire fighting equipment. Including ad-hoc checks and monthly inspections with records kept.
<b>B23</b>	Construction vehicles & mobile plant supervisor	CR23	A competent person(s) to co-ordinate the safety of all construction vehicles & mobile plant. Ensuring that daily inspections are done and records kept, that safety measures are in place, that operators are certified and authorised to operate and that maintenance and services are carried out when required.



<b>B24</b>	Construction safety officer	CR8(6)	A competent person to fulfill the functions as set out in these HSS
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## GENERAL COMPLIANCE REQUIREMENTS

PROJECT NAME: INSTALLATION OF TRAFFIC LIGHTS AT SOUTHERN GATEWAY INTERSECTION ALONG N1

### ANNEXURE C

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

Item no.	What	When	Output	Reviewed by Polokwane Municipality Agent
<b>C1</b>	Construction - phase Health & Safety Plan	Monthly review	Principal Contractor to indicate the status of Contractors health & safety plans	
<b>C2</b>	Health & Safety File(s)	Open file when construction begins and maintain throughout	Have file on hand at audits. Contractors to report on their file at monthly health & safety audits by the Principal Contractor.	

<b>C3</b>	OHS Act and relevant Regulations	Monthly review	To be kept in the health & safety file on site.	
<b>C4</b>	Health & Safety Induction training, PTW Procedures	Every worker before he/she starts work	Attendance registers to be kept	
<b>C5</b>	Awareness Training (Tool Box Talks)	At least once a week	Attendance registers to be kept	
<b>C6</b>	Health & Safety Meetings	Monthly	Meeting minutes to be kept	
<b>C7</b>	Health & Safety Reports	Monthly	<b>Report covering:</b> <input type="checkbox"/> Incidents / injuries and investigations <ul style="list-style-type: none"> <li>Non conformances by employees &amp; Contractors - reports</li> <li>Internal H&amp;S audit reports</li> </ul>	
<b>C8</b>	Audits on contractors	Monthly	<b>Report covering:</b> <ul style="list-style-type: none"> <li>H&amp;S File / Plan</li> <li>WCA status</li> <li>Appointment letters</li> <li>Section 37(2) agreements</li> <li>Risk assessment &amp; safe work procedures</li> <li>Physical site inspection</li> <li>Any other contractor specific requirements</li> </ul>	
<b>C9</b>	Emergency procedured	Monthly evaluation of procedure	Compile written procedure as well as tel. Numbers	
<b>C10</b>	Risk assessments & fall protection plan	Updated and signed off	Documented risk assessments to be available	

<b>C11</b>	Method statements	Drawn up and distributed before workers are exposed to the risks	Documented set of method statements reviewed and signed off.	
<b>C12</b>	General Inspections	Daily	<u><b>Report OHS Act compliance:</b></u> <ul style="list-style-type: none"> <li>• Excavations</li> <li>• Portable electrical tools</li> <li>• Formwork &amp; support work</li> <li>• Explosive powered tools</li> </ul>	
<b>C13</b>	General Inspections	Daily	<ul style="list-style-type: none"> <li>• Scaffolding</li> <li>• Temporary Electrical Installations</li> </ul>	
<b>C14</b>	General Inspections	Monthly	<ul style="list-style-type: none"> <li>• Fire fighting equipment</li> <li>• Ladders</li> </ul>	
<b>C15</b>	General Inspections	Monthly	<ul style="list-style-type: none"> <li>• Lifting tackle</li> <li>• Oxy-acetylene cutting &amp; welding sets</li> </ul> <input type="checkbox"/> Fall prevention and arrest equipment	
<b>C16</b>	General Inspections	6-Monthly	<input type="checkbox"/> Lifting machines	
<b>C17</b>	Load tests / performance tests	Annually / once erected, before use	<input type="checkbox"/> Lifting machines	
<b>C18</b>	List of Contractors	List to be updated weekly	Compile a list of contractors: Name, supervisor, company tel. Numbers and trade.	
<b>C19</b>	Workman's Compensation	Ongoing	Compile a list of Contractors workman's Compensation proof of good standing.	

<b>C20</b>	Construction site rules & Section 37(2) Mandatory Agreements	Ongoing	Compile a list of all signed up Mandataries. Proof of agreement documents to be kept in H&S file.	
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## OCCUPATIONAL HEALTH & SAFETY – HEALTH & SAFETY COSTS TO BE INCLUDED IN THE PRINCIPAL CONTRACTOR'S / CONTRACTORS' PRICE

PROJECT NAME: INSTALLATION OF TRAFFIC LIGHTS AT SOUTHERN GATEWAY INTERSECTION ALONG N1

### ANNEXURE D

In terms of the Construction Regulations (2014), it is the Polokwane Municipality's duty to ensure that the cost for health & safety has been provided for by the Principal Contractor, before appointment. Acting on behalf of our Polokwane Municipality, we require the following health & safety costs to be included by the Principal Contractor. It must be made noticeably clear that these are just some of the health & safety costs to be included in your tender price. It is the duty of the Principal Contractor and Contractors to ensure that all aspects of the Occupational Health & safety Act 85/1993 and Construction Regulations are catered for.

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

ITEM	DESCRIPTION
<b>1</b>	<b>Supply of all items of Personal Protective Clothing/Equipment &amp; ensure use thereof for full compliance</b>
1.1	Steel toe capped safety boots
1.2	Overalls
1.3	Reflective vests (high visibility)
1.4	Hard hats
1.5	Dust masks
1.6	Hearing protection
1.7	Hand gloves
1.8	Any other: Principal Contractor to specify
<b>2</b>	<b>Supply and provision of Equipment for working at Heights &amp; ensure use thereof for full compliance</b>
2.1	Fall protection equipment (Safety Harness)
2.2	Double lanyard harness
2.3	Fall protection plan
2.4	Scaffolding access ladders/toe boards/handrails
2.5	Portable Ladders
2.6	Any other: Principal Contractor to specify:
<b>3</b>	<b>Barricading: Supply &amp; install, including removal upon completion to ensure full compliance to legislation</b>
3.1	Rigid type barricading
3.2	Temporary fence barricading along perimeter of excavated area
3.3	Danger tape pre-warning tape
3.4	Any other: Principal Contractor to specify:

<b>4</b>	<b>Related Training</b>
4.1	First Aid Training
4.2	Health and Safety Representative training
4.3	Emergency Rescue training (Height)
4.4	Hazard Identification Training
4.5	Training of Personnel working at heights
4.6	Construction Plant Training
4.7	Legal Liability (OHSACT) Training
4.8	COID ACT Training
4.9	Scaffold Erector and Inspector Training
4.10	Any other: Contractor to specify: Working at elevated
<b>5</b>	<b>Occupational Health and Safety Administration</b>
5.1	Develop of a Site-Specific Health and Safety Plan and Hazard and Risk Assessment by Competent person.
5.2	Develop of Fall Protection and Rescue Plan by a Competent Fall Protection Plan Developer.
5.3	Competent Occupational Health and Safety Officer/Consultant.
5.4	COVID-19 Requirements
<b>6</b>	<b>Medical Surveillance</b>
6.1	Medical Certificates of fitness for all Employees by an Occupational Health Practitioner.
6.2	Medical Certificates of fitness for all EPWP Employees by an Occupational Practitioner during the duration of the Construction Project.
<b>7</b>	<b>Facilities and Equipment</b>
7.1	Sanitary facility for each sex and for every 30 workers.
7.2	Changing facilities for each sex.
7.3	Sheltered eating areas
7.4	First aid boxes
7.5	Fire extinguishers
7.6	Waste bins
<b>8</b>	<b>Safety Signage</b>
8.1	Sufficient and adequate safety signage on constructions site and at all flammable stores.

## ANNEXURE E

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

### INDEX

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

## ANNEXURE F

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

#### **NOTIFICATION OF CONSTRUCTION WORK**

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

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

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2. Principal contractor's compensation registration number:

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3. (a) Name and postal address of Polokwane Municipality:

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

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

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

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

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

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

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8. Nature of the construction work:

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9. Expected commencement date: \_\_\_\_

10. Expected completion date: \_\_\_\_\_

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

Total: \_\_\_\_\_ Male: \_\_\_\_\_ Female: \_\_\_\_\_

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

Contractor: \_\_\_\_\_

13. Name(s) of contractors already selected.

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\_\_\_\_\_  
Principal Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Polokwane Municipality's Agent (where applicable)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Polokwane Municipality

\_\_\_\_\_  
Date

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

☐ ☐

**Copies:**

1. Original to **Department of Labour**



