
TDR 206/2021/2022

for the

BULK INFRASTRUCTURE TO NEW SEESTER & DOLPHIN CRESCENT SEWER PUMP STATIONS

November 2021

NAME OF BIDDER*

ADDRESS*

TEL NUMBER*

FAX NUMBER*

CENTRAL SUPPLIER DATABASE REG NO*

CIDB REGISTRATION NO*

B-BBEE STATUS LEVEL OF CONTRIBUTION*

TENDER AMOUNT (VAT INCLUDED) ^{*(1)}

COMPLETION PERIOD ^{*(2)}

(* To completed by the bidder)

Notes:

- (1) From Form of Offer
 - (2) From Contract Data
-

ISSUED BY:



MOSSSEL BAY MUNICIPALITY
101 Marsh Street
Mossel Bay
South Africa
6500

Tel: +27 44 606 5270
Fax: +27 44 691 1903

Contact Person: Mr E Louw
elouw@mosselbay.gov.za
www.mosselbaymun.co.za

PREPARED BY:



ELEMENT CONSULTING ENGINEERS
(PTY) LTD.
82 Victoria Street , George
South Africa
6530

Tel: +27 44 884 1138
Fax: +27 44 884 1185

Contact Person: Mr J Fourie
jfourie@eceng.co.za
www.eceng.co.za

SCHEDULE OF DOCUMENTS

The following documents will form part of the contract:

**A. AVAILABLE FROM THE SOUTH AFRICAN FEDERATION OF CIVIL ENGINEERING
AND THE SOUTH AFRICAN INSTITUTION OF CIVIL ENGINEERING**

- 1) General Conditions of Contract for Construction Works (2nd Edition 2010).
- 2) SA Bureau of Standards, Standardized Specifications for Civil Engineering Construction, SABS 1200.

B. ISSUED TO TENDERERS

- 3) Bound documents comprising three volumes as follows:

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TENDER TDR 206/2021/2022

VOLUME 1: TENDERING PROCEDURES

PART 1: TENDER NOTICE AND INVITATION TO TENDER

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TENDER TDR 206/2021/2022
VOLUME 1: TENDERING PROCEDURES
PART 1: TENDER NOTICE AND INVITATION TO TENDER
INVITATION TO TENDER

TENDERS ADVERTISED: 05 November 2021

CLARIFICATION MEETING: 17 November 2021 at 12:00

VENUE FOR CLARIFICATION MEETING: Non-compulsory, online MS Teams invite to be requested by Tenderer from Engineer

CLOSING DATE: 10 December 2021

CLOSING TIME: 12:00

CLOSING VENUE: Mossel Bay Municipality
Tender Box
Entrance of the Mossel Bay Town Hall
Municipality Building
101 Marsh Street
Mossel Bay

TENDER TDR 206/2021/2022
VOLUME 1: TENDERING PROCEDURES
PART 1: TENDER NOTICE AND INVITATION TO TENDER
TENDER NOTICE

MOSSSEL BAY MUNICIPALITY

INVITATION TO TENDER

CLOSING TIME: 12:00

CLOSING DATE: 10 DECEMBER 2021

**TDR206/2021/2022: ELECTRICAL & MECHANICAL EQUIPMENT FOR NEW SEESTER & DOLPHIN CRESCENT
SEWER PUMP STATIONS**

Tenders are hereby invited from Contractors with a CIDB grading of 3 **EP** or higher for the extension of the existing MV and LV network infrastructure to provide a bulk supply to the new Seester & Dolphin Crescent Sewer Pump Stations (Tergniet area) as part of the electrical distribution network of the Mossel Bay Municipality.

A set of fully completed tender documents must be submitted on the original documents and remain valid for 90 days after the closing date of the tender. Enquiries about the tender can be addressed to Mr Jako Fourie of Element Consulting Engineers at telephone (044) 884-1138 or jfourie@eceng.co.za.

A set of tender documents can be obtained at a non-refundable cost of R378.91 per set from Element Consulting Engineers who may be contacted at telephone (044) 884-1138 **OR** it can be obtained on our website at <https://www.mosselbay.gov.za/tenders-available> free of charge (follow the procurement-link). Payments must be made at the cashiers at the **Mossel Bay Municipality's Main Building, 101 Marsh Street on the Lower Ground Floor (seaside)** prior to collecting the tender document and proof of payment must be submitted when collecting the tender document from Element Consulting Engineers at (044) 884-1138.

A non-compulsory online briefing meeting will take place at 12h00 on Tuesday, 17 November 2021 via Microsoft Teams.

Bidders who will attend the online briefing meeting via Microsoft Teams must send their details (Company Name, e-mail address and cell phone number, contact person) to smpata@mosselbay.gov.za before 09h00 on Wednesday, 17 November 2021. Only bidders that indicated attendance will be invited to the arranged Teams meeting.

All potential bidders interested in bidding must provide their detail to smpata@mosselbay.gov.za, before 09h00 on Wednesday, 17 November 2021. Potential bidders are requested to submit possible questions before 12h00 on Friday, 03 December 2021 to smpata@mosselbay.gov.za. The minutes of the briefing meeting, addendums and all questions and answers will be forwarded to all potential bidders and be published on the Municipality's website at www.mosselbay.gov.za.

Fully completed tender documents must be placed in a sealed envelope and placed in the **tender box at the Entrance of the Mossel Bay Town Hall, 101 Marsh Street, Mossel Bay by not later than 12h00 on Friday, 10 December 2021** or be mailed to reach the **Tender Box, Mossel Bay Municipality, PO Box 25, Mossel Bay, 6500** before the specified closing date and time. The envelopes must be endorsed clearly with the number, title and closing date of the tender as above.

The tender is subject to functionality criteria.

Bids will be evaluated on the following functionality criteria and bids that score less than 80 out of 100 points will be considered as non-responsive:

Functionality criteria and weight:

1. Company (or JV) Experience carrying a weight of 30 points.
2. References relating to similar experience carrying a weight of 15 points.
3. Key Site Staff and Personnel carrying a weight of 25 points.
4. Plant, Equipment, Tools and Machinery carrying a weight of maximum 30 points.

This tender is subject to Regulation 8 “Local Production and Content” of the Preferential Procurement Policy Framework Act, 2017: Preferential Procurement Regulations, 2017 submitting of MBD 6.2 is compulsory. Please note that electrical cable has been designated with a minimum threshold of 90%, transformers, shunt reactors and associated equipment has been designated with a minimum threshold of 80-100% for local content.

1. The exchange rate to be used for the calculation of local production and content must be the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on Friday, 05 November 2021.
2. Only the South African Bureau of Standards (SANS) approved technical specification number SATS 1286:2011 must be used to calculate local content.

Responsive bids will then be evaluated on the 80/20 or 90/10 Preference Points system as prescribed by the Preferential Procurement Regulations, 2017.

Receipts will be issued on request only for tenders handed in during office hours from Mondays to Fridays. Receipts will not be issued for tenders placed in the tender box after hours or which are received by mail.

The tender box will be emptied just after 12:00 on the closing date as above, hereafter all bids will be opened in public. Late tenders or tenders submitted by e-mail or fax will under no circumstances be accepted.

The Municipality reserves the right to withdraw any invitation to tender and/or to re-advertise or to reject any tender or to accept a part of it. The Municipality does not bind itself to accepting the lowest tender or award a contract to the bidder scoring the highest number of points.

It is expected of all Bidders who are not yet registered on the Central Supplier Database to register without delay on the prescribed form. The Municipality reserves the right not to award tenders to Bidders who are not registered on the Database.

MR C PUREN
ACTING MUNICIPAL MANAGER

TDR 206/2021/2022
VOLUME 1: TENDERING PROCEDURES
PART 2: TENDER DATA
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VOLUME 1: TENDERING PROCEDURES
PART 2: TENDER DATA
GENERAL, TENDERER'S OBLIGATIONS, EMPLOYER'S UNDERTAKINGS AND
ADDITIONAL CONDITIONS OF TENDER

1. General and Special Conditions of Contract

The General Conditions of Contract (GCC) as well as Special Conditions of Contract (SCC) forming part of this set of tender documents will be applicable to this tender in addition to the conditions of tender. Where the GCC and SCC are in conflict with one another, the stipulations of the SCC will prevail.

2. Acceptance or Rejection of a Tender

The Municipality reserves the right to withdraw any invitation to tender and/or to re-advertise or to reject any tender or to accept a part of it. The Municipality does not bind itself to accepting the lowest tender or the tender scoring the highest points.

3. Validity Period

Bids shall remain valid for **ninety (90) days** after the tender closure date.

4. Cost of Tender Documents

Payment for tender documents, if specified, can be obtained at a non-refundable cost as stated in the tender advertisement.

5. Registration on the Central Supplier Database

It is expected of all prospective service providers who are not yet registered on the Central Supplier Database to register without delay on the prescribed form. The Municipality reserves the right not to award tenders to prospective suppliers who are not registered on the Database.

6. Completion of Tender Documents

The original tender document must be completed fully in black ink and originally signed by the authorised signatory to validate the tender. DECLARATION must be completed and signed by the authorised signatory and returned. Failure to do so will result in the disqualification of the tender.

Tender documents may not be re-typed. Retyped documents will result in the disqualification of the tender.

The complete original tender document must be returned. Missing pages will result in the disqualification of the tender.

No unauthorised alteration of this set of tender documents will be allowed. Any unauthorised alteration will disqualify the tender automatically. Any ambiguity has to be cleared with contact person for the tender before the tender closure.

The tender document as provided by the Municipality's Supply Chain Management Section will be the prevailing document in the event of an inconsistency between the completed submitted tender document by a bidder and the tender document provided by the Municipality.

7. Compulsory Documentation

a. Tax Clearance Certificate

A copy of a Tax Compliance Status Pin and a Tax Compliance Certificate, printed from the South African Revenue Service (SARS) website, must accompany the bid documents. The onus is on the bidder to ensure that their tax matters with SARS are in order.

In the case of a Consortium/Joint Venture every member must submit a separate Tax Compliance Status Pin and a Tax Compliance Certificate, printed from the SARS website, with the bid documents.

If a bid is not supported by a Tax Compliance Status Pin and a Tax Compliance Certificate as an attachment to the bid documents, the Municipality reserves the right to obtain such documents after the closing date to verify that the bidder's tax matters are in order. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.

The Tax Compliance Status Pin will be verified by the Municipality on the SARS website.

b. Other Documentation

i. Construction Industry Development Board (CIDB) (If applicable)

When applicable, the bidder's CIDB registration number must be included with the tender. The Municipality will verify the bidder's CIDB registration during the evaluation process.

ii. Municipal Rates, Taxes and Charges

A copy of the bidder's and those of its directors' municipal accounts (for the Municipality where the bidder pays his account) for the month preceding the tender closure date must accompany the tender documents. If such a copy does not accompany the bid document of the successful bidder, the Municipality reserves the right to obtain such documents after the closing date to verify that their municipal accounts are in order.

Any bidder which is or whose directors are in arrears with their municipal rates and taxes or municipal charges due to any Municipality or any of its entities for more than three months and have not made an arrangement for settlement of same before the bid closure date will be unsuccessful.

If a bidder rents their premises, proof must be submitted that the rental includes their municipal rates and taxes or municipal charges or that their rent is not in arrears.

8. Authorised Signatory

A copy of the recorded Resolution taken by the Board of Directors, members, partners or trustees authorising the representative to submit this bid on the bidder's behalf must be attached to the Bid Document on submission of same.

A bid shall be eligible for consideration only if it bears the signature of the bidder or of some person duly and lawfully authorised to sign it for and on behalf of the bidder.

If such a copy of the Resolution does not accompany the bid document of the successful bidder, the Municipality reserves the right to obtain such document after the closing date to verify that the signatory is in order. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.

9. Site / Information Meetings

Site or information meetings are non-compulsory. Bids will be accepted from bidders who have not attended site or information meetings.

10. Samples

Samples, if requested, are to be provided to the Municipality with the tender document or as stipulated.

11. Quantities of Specific Items

If tenders are called for a specific number of items, the Municipality reserves the right to change the number of such items to be higher or lower. The successful bidder will then be given an opportunity to evaluate the new scenario and inform the Municipality if it is acceptable. If the successful bidder does not accept the new scenario, it will be offered to the second-placed bidder. The process will be continued to the Municipality's satisfaction.

12. Expenses Incurred in Preparation of Tender

The Municipality shall not be liable for any expenses incurred in the preparation and submission of the tender.

13. Contact with Municipality after Tender Closure Date

Bidders shall not contact the Mossel Bay Municipality on any matter relating to their bid from the time of the opening of the bid to the time the contract is awarded. If a bidder wishes to bring additional information to the notice of the Mossel Bay Municipality, it should do so in writing to the Mossel Bay Municipality. Any effort by the firm to influence the Mossel Bay Municipality in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

14. Opening, Recording and Publications of Tenders Received

Tenders will be opened on the closing date immediately after the closing time specified in the tender documents. If requested by any bidder present, the names of the bidders, and if practical, the total amount of each bid and of any alternative bids will be read out aloud.

Details of tenders received in time will be recorded in a register which is open to public inspection.

Faxed, e-mailed and late tenders will not be accepted.

15. Evaluation of Tenders

Tenders will be evaluated in terms of their responsiveness to the tender specifications and requirements as well as such additional criteria as set out in this set of tender documents.

16. Procurement Policy

Bids will be awarded in accordance with the Preferential Procurement Regulations, 2017 pertaining to the Preferential Procurement Policy Framework Act, No 5 of 2000 and its amendments as well as the Municipality's Supply Chain Management Policy.

17. Contract

The successful bidder will be expected to sign the agreement in Section 6 of this bid document. The signing of both Parts of Section 6 of this bid document signifies the conclusion of the contract. The Municipality, at its discretion, may request the signing of an additional Service Level Agreement which, together with the signed tender document, will constitute the full agreement between the Municipality and the successful bidder.

18. Subcontracting

- (a) The Contractor shall not subcontract the whole of the Contract.
- (b) Except where otherwise provided by the Contract, the Contractor shall not subcontract any part of the Contract without the prior written consent of the Municipality, which consent shall not be unreasonably withheld.
- (c) The contractual relationship between the Contractor and any subcontractors selected by the Contractor in consultation with the Municipality in accordance with the requirements of and a procedure contained within the Scope of Work, shall be the same as if the Contractor had appointed the subcontractor in terms of paragraph above.
- (d) Any consent granted in accordance with paragraph (b) or appointment of a subcontractor in accordance with paragraph (c) shall not imply a contract between the Municipality and the subcontractor, or a responsibility or liability on the part of the Municipality to the subcontractor and shall not relieve the Contractor from any liability or obligation under the Contract and he shall be liable for the acts, defaults and neglects of any subcontractor, his agents or employees as fully as if they were the acts, defaults or neglects of the Contractor, his agents or employees.
- (e) The Contractor shall not be required to obtain such consent for –
 - (i) the provision of labour, or
 - (ii) the purchase of materials which are in accordance with the Contract, or
 - (iii) the purchase or hire of Construction Equipment.

19. Language of Contract

The contract documents will be compiled in English and the English versions of all referred documents will be taken as applicable.

20. Extension of Contract

The contract with the successful bidder may be extended should additional funds become available.

21. Stamp and Other Duties

The successful bidder will be liable for all duties and costs on legal documents resulting in the establishment of a contract and for the surety and retentions.

22. Wrong Information Furnished

Where a contract has been awarded on the strength of the information furnished by the bidder which, after the conclusion of the relevant agreement, is proved to have been incorrect, the Municipality may, in addition to any other legal remedy it may have, recover from the contractor all costs, losses or damages incurred or sustained by the Municipality as a result of the award of the contract.

23. Past Practices

The bid of any bidder may be rejected if that bidder or any of its directors have abused the municipality's supply chain management system or committed any improper conduct in relation to such system.

The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors influenced or tried to influence any official or councillor with this or any past tender.

The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors offered, promised or granted any official or any of his/her close family members, partners or associates any reward, gift, favour, hospitality or any other benefit in any improper way, with this or any past tender.

24. Validity of BEE certificates:

(a) If the certificate was issued by a verification agency the following must be on the face of the certificate:

SANAS logo, unique BVA number, must be an original certificate or certified copy of the original, the name and physical location of the bidder, the registration number and, where applicable, the VAT number of the bidder, the date of issue and date of expiry of the certificate, the certificate number for identification and reference, the scorecard that was used (for example EME, QSE or Generic), the name and / or logo of the Verification Agency, the certificate must be signed by the authorized person from the Verification Agency and the B-BBEE Status Level of Contribution obtained by the bidder.

(b) If certificate was issued by an Auditor/ Accounting Officers:

The Accounting Officer's or Registered Auditor's letter head with full contact details, the Accounting Officer's or Registered Auditor's practice numbers, the name and the physical location of the bidder, the registration number and, where applicable, the VAT number of the bidder, the date of issue and date of expiry, the B-BBEE Status Level of Contribution obtained by the measured entity, the total black shareholding and total black female shareholding, the B-BBEE Status Level of Contribution obtained by the bidder and must be an original certificate or a copy of the original.

(c) If the certificate was issued by registered auditors approved by IRBA

Clearly identify the B-BBEE approved registered auditor by the auditor's individual registration number with IRBA and the auditor's logo, clearly record an approved B-BBEE Verification Certificate identification reference in the format required by the SASAE, reflect relevant information regarding the identity and location of the measured entity, identify the Codes of Good Practice or relevant Sector Codes applied in the determination of the scores, record the weighting points (scores) attained by the measured entity for each scorecard element, where applicable, and the measured entity's overall B-BBEE Status Level of Contribution, reflect that the B-BBEE Verification Certificate and accompanying assurance report issued to the measured entity is valid for 12 months from the date of issuance and reflect both the issuance and expiry date, and the B-BBEE Status Level of Contribution obtained by the bidder and must be an original certificate or a copy of the original.

(d) A sworn affidavit prescribed by the B-BBEE Codes of Good Practice.

FAILURE TO COMPLY WITH THE ABOVEMENTIONED WILL RESULT IN NO PREFERENCE POINTS BEING AWARDED

25. Letter of Good Standing from the Commissioner of Compensation

A valid Letter of Good Standing from the Compensation Commissioner or a copy thereof, must accompany the bid documents.

In the case of a Consortium/Joint Venture every member must submit a separate valid Letter of Good Standing from the Compensation Commissioner or a copy thereof with the bid documents.

If a bid is not supported by a valid Letter of Good Standing from the Compensation Commissioner or a copy thereof, as an attachment to the bid documents, the Municipality reserves the right to obtain such document after the closing date. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.

If a bid is accompanied by proof of application for valid Letter of Good Standing from the Compensation Commissioner, the original or copy thereof must be submitted on/or before the final date of award.

Should a bidder's Letter of Good Standing from the Compensation Commissioner expire during the contract period, a valid certificate must be submitted within an agreed upon time.

The right is reserved to not award a tender if a valid Letter of Good Standing from the Compensation Commissioner or a copy thereof is not submitted within the requested time.

ADDITIONAL CONDITIONS OF TENDER

The conditions of tender are the standard conditions of tender as contained in annex F of Board Notice 136 of 2015 in Government Gazette No. 38960 of 10 July 2015, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement (see www.cidb.org.za).

The standard conditions of tender for procurements make several references to the tender data for details that apply specifically to this tender. The tender data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender for procurements other than disposals.

Each item of data given below is cross-referenced to the clause in the standard conditions tender to which it mainly applies.

F.1 GENERAL

F.1.1 ACTIONS

Add the following to clause F.1.1:

“The employer is MOSSEL BAY MUNICIPALITY.”

F.1.2 TENDER DOCUMENTS

Replace clause F.1.2 with the following:

Tender documents can be downloaded from the municipality's website or alternatively it can be purchased and collected at the offices at Element Consulting Engineers (Pty) Ltd.

F.1.3 INTERPRETATION

Delete sub-clause F.1.3.2

F.1.4 COMMUNICATION AND EMPLOYER'S AGENT

Add the following to clause F.1.1:

“The employer's agent will be:

Mr Jako Fourie
Element Consulting Engineers (Pty) Ltd
PO Box 9962
GEORGE
6530
Tel.: (044) 884 1138
Fax.: (044) 884 1185
Email: jfourie@eceng.co.za”

F.1.5 CANCELLATION AND RE-INVITATION OF TENDERS

Add the following sub-clause to clause F.1.5:

F.1.5.3 The Employer may reject a tender if, in the opinion of the Employer or as may be advised by his Agents, the tenderer

- i. Does not have sufficient relevant experience
- ii. Does not have the financial means to successfully complete the project

Sufficient relevant experience shall mean experience in construction of outdoor substations, primary and secondary equipment procurement, installation, testing and commissioning as stated in Schedule Q (Functionality Assessment).

F.2 TENDERER'S OBLIGATIONS

F.2.1 ELIGIBILITY

Add the following to clause F.2.1:

Tenderers require a CIDB contractor grading of **3 EP (or higher)** for this contract.

F.2.6 ACKNOWLEDGE ADDENDA

Add the following to clause F.2.6:

"Addenda/Amendments to the tender documents will be issued to the tenderers in the form of Notices to Tenderers and such addenda will form part of the tender documents. Addenda shall be acknowledged by tenderers, signed, dated and returned with the tender documents."

F.2.7 SITE VISIT AND CLARIFICATION MEETING

Add the following to clause F.2.7:

The arrangements for a non-compulsory site visit/clarification meeting are as stated in the Tender Notice and Invitation to Tender.

Minutes of the meeting(s) and answers given to queries at any time prior to tender closing shall not be binding, nor have any contractual significance unless confirmed in writing in Notices to Tenders or Addenda.

F.2.8 SEEK CLARIFICATION

Add the following to clause F.2.8:

"Tenders submitted in accordance with these tender documents shall not have any qualifications. Any point of difficulty of interpretation shall be cleared with the Engineer as early as possible during the tendering period.

The Contractor shall rectify at his own cost any work not complying with the contract documents and drawings due to the incorrect interpretation of the specifications and drawings."

F.2.10 PRICING OF THE TENDER OFFER

Add the following to sub-clauses to clause F.2.10:

"F.2.10.5 The Bill of Quantities shall be fully priced and totalled in the Rand currency of the Republic of South Africa to show the amount of the tender and the summary thereof shall be signed.

F.2.10.6 The tenderer must price each item in the Bill of Quantities and where it is his intention not to make any charge in respect of any item, then the word "Nil" must be clearly written in the rate and amount column opposite such item.

No unauthorised alteration shall be made to the document. A tender shall not be considered if alterations have been made to the Bill of Quantities or if any particulars required therein have not been completed in all respects. If any such amendment is made or if the schedule of quantities is not fully priced, extended, totalled and properly completed, the tender may be rejected.

Mistakes made by the tenderer in the completion of the Bill of quantities, forms, etc. shall not be erased. A line shall be drawn through the incorrect entry and the correction shall be written above and the inscription initialled by the tenderer. Failure to observe this rule may lead to the tender being disqualified.

F.2.10.7 Tenderers shall allow in their tender for the payment and recovery of all taxes and other duties. No claims for additional payment in this respect will be considered. Prices and rates quoted shall be exclusive of Value Added Tax (VAT). VAT shall be recorded as a lump sum in the final Summary of Bill of Quantities and the total Tender Sum inclusive of VAT carried to the Form of Offer.

F.2.10.8 The Tenderer shall enter a unit rate or price to each item in the Bill of quantities, whether quantities are stated or not. Items against which no rate or price is entered by the Tenderer will not be paid for when executed but will be regarded as covered by other rates or prices.”

F.2.12 ALTERNATIVE TENDER OFFERS

Add the following sub-clause F.2.12.2:

“If a tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offers are:

- Reduced contract time
- Cost saving
- Specialised construction method or technique

If a tenderer wishes to submit for consideration any alternative method of construction or any other variation, a separate copy of the form of offer and acceptance shall be completed for each alternative tender offer and each alternative tender offer shall be accompanied by a separate schedule, complete and priced itemized bill/ Bill of quantities and the salient features noted on Schedule E: Alterations by Tenderer.”

F.2.13 SUBMITTING A TENDER OFFER

Add the following to sub-clause F.2.13.1:

“The tender offer shall be submitted, signed and witnessed on the Form of Offer and Acceptance incorporated in Volume 2, Part 1 of this document. Tenderers shall complete and sign all the required tender forms, contract data, bill of quantities, certificates, data sheets, affidavits, priced bill of quantities and information sheets contained in the Tender Document.”

Add the following to sub-clause F.2.13.2:

“Tenders shall be ineligible for consideration unless tenders are correctly completed and submitted on the form of offer, contract data, schedules, certificates, data sheets, affidavits and bill of quantities bound in the tender documents. Where the space provided in the bound documents is insufficient, separate data sheets may be drawn up in accordance with the given formats. These data sheets shall then be signed, bound together with a suitable contents page and submitted with the tender.

In addition, any Notices to Tenderers or addenda issued to tenderers during the tender period shall be completed, signed and returned with the tender document. Failure to return the Notices to Tenderers or addenda will result in the tender being disqualified.”

Replace sub-clause F.2.13.3 with the following:

Submit the tender offer communicated on paper as the original in the Tender Document (no copies are required) with all the required information and complete in all respects, and the parts of the tender offer communicated electronically in the same format as they were issued by the Employer.

Add the following to sub-clause F.2.13.4:

“The tender shall be signed by a person duly authorised to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture, authenticated by a notary public or other official deputed to witness sworn statements, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning.”

Add the following to sub-clause F.2.13.5:

“The Employer’s address for delivery of tender offers and identification details to be shown on each tender offer packages are as follows:

Location of Tender Box:	Mossel Bay Municipal Offices Entrance of the Mossel Bay Town Hall Municipality Building
Physical address:	101 Marsh Street Mossel Bay 6500
Identification details:	TDR 206/2021/2022 BULK SUPPLY TO NEW SEESTER & DOLPHIN CRESCENT SEWER PUMP STATIONS
Name and address of tenderer:	(to be inserted by tenderer)

Replace sub-clause F.2.13.6 with the following:

“A two-envelope system will not be followed.”

F.2.15 CLOSING TIME

Add the following to sub-clause F.2.15:

The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. Telephonic, telegraphic, telex, facsimile, copied or emailed tender offers will **not** be accepted.

F.2.16 TENDER OFFER VALIDITY

Add the following to sub-clause F.2.16:

“The tender offer validity period is 90 days.”

F.2.17 CLARIFICATION OF TENDER OFFER AFTER SUBMISSION

Add the following to sub-clause F.2.17:

“A tender may be rejected as non-responsive if the tenderer fails to provide any clarification requested by the employer or employer’s agent within the time for submission stated in the written request.

F.2.20 SUBMIT SECURITIES, BONDS, POLICIES, ETC

Add the following to sub-clause F.2.20:

“The successful tenderer will have to provide a guarantee as security and documentary proof that the necessary insurance policies required in terms of the Contract have been

taken out and provide proof of premium payments to the satisfaction of the Employer within 21 days from date of order placement.”

F.2.23 CERTIFICATES

Add the following to sub-clause F.2.23:

“An original Tax Clearance Certificate that is valid for the duration of the validity period of the contract shall be submitted. Should this not be done, the tender will be considered non-responsive.

Each party to a Consortium/Joint Venture shall submit a separate valid Tax Clearance Certificate.”

F.3 EMPLOYERS UNDERTAKINGS

F.3.4 OPENING OF TENDER SUBMISSIONS

Add the following to sub-clause F.3.4:

Tenders will be opened immediately after the closing time for receipt of tenders as stated in the Tender Notice and Invitation to Tender, or as stated in any Addendum or Notice to Tenderers extending the closing date.

F.3.5 TWO-ENVELOPE SYSTEM

Replace sub-clause F.3.5 with the following:

“A two-envelope system will not be followed.”

F.3.8 TEST FOR RESPONSIVENESS

Add the following to sub-clause F.3.8:

“A tender shall be considered responsive if it meets the following criteria:

- i) The tender must be received in the manner as stated in clause F.2.13
- ii) A copy of a Tax Compliance Status Pin and a Tax Compliance Certificate, printed from the South African Revenue Service (SARS) website must be submitted as stated in clause F.2.23.
- iii) The tender shall be submitted as per the requirements in clause F.2.13.
- iv) The original tender document must be completed fully in black ink and signed by the authorized signatory to validate the tender. DECLARATION must be completed and signed by the authorised signatory and returned. Failure to do so will result in the disqualification of the tender.”
- v) The tenderer must be in good standing to do business with the public sector in terms of Regulation 38 of the Supply Chain Management Regulations (Government Gazette 27636 of 30 May 2005.
- vi) The tenderer shall adhere to the tender data and conditions of tender.

F.3.11 EVALUATION OF TENDER OFFERS

Add the following to sub-clause F3.11:

“**Method 2** of the CIDB shall be used in the evaluation of tender offers and will be scored to two decimal places.

Scoring of Functionality:

Replace sub-clause F3.11.9 with the following:

Tenders will be evaluated for functionality with the methodology provided in this document. Tenders scoring **less than 80%** will be considered as non-responsive and will not be considered for appointment under the contract.

F.3.18 PROVIDE COPIES OF THE CONTRACTS

Add the following to sub-clause F.3.18:

“The number of paper copies of the signed contract to be provided by the Employer is one (1).”

F.4 ADDITIONAL CONDITIONS OF TENDER**F.4.1 DEFINITIONS**

As per SANS 10403:2003 (Edition 1)

F.4.1.1 BILL OF QUANTITIES

Document that lists the items of work and the quantities and rates associated with each item to allow contractors to be paid at regular intervals an amount equal to the agreed rate for the work multiplied by the quantity of work completed.

F.4.1.2 CONTRACT DATA

Document that lists the items of work and the quantities of contract and associated contract-specific data that collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the contract.

F.4.1.3 CONTRACTOR

Natural or juristic person or partnership who contracts to provide the supplies, services or engineering and construction works covered by the contract.

F.4.1.4 EMPLOYER

Natural or juristic person or partnership entering into the contract with the contractor for the provision of supplies, services, or engineering and construction works.

F.4.1.5 FORMS OF OFFER AND ACCEPTANCE

Documents that formalize the legal process of offer and acceptance.

F.4.1.6 LIST OF RETURNABLE DOCUMENTS

Document that lists everything the employer requires a tenderer to submit with his Tender submission.

F.4.1.7 PRICING INSTRUCTIONS

Document that provides the criteria and assumptions in the contract, which the tenderer shall take into account when developing his prices, or target, in the case of target cost contracts.

F.4.1.8 RETURNABLE SCHEDULE

Document that a tenderer is required to complete for the purpose of evaluating tender offers or a document which, when a tender offer is accepted, forms part of the subsequent contract.

F.4.1.9 TENDERER

Natural or juristic person or partnership who submits a tender offer.

F.4.1.10 TENDER DATA

Document that established the tenderer's obligations in submitting a tender and the employer's undertakings in administering the tender process and evaluating tender offers.

F.4.2 TENDER DEPOSIT

All deposits and payments shall be made in the currency of the Republic of South Africa (Rand) and cheques shall be made payable to the Employer. The Employer will be entitled to cash all cheques.

F.4.3 PROCUREMENT POLICY

The procurement policy of the client will be utilized for this tender.

F.4.4 WITHDRAWAL OF TENDERS

In the event of the tender being withdrawn after the time specified for the receipt of tenders, or if when notified that his tender has been accepted, the tenderer fails to provide the specified Institutional Guarantee and to sign the Contract within the time specified or such extended period as the Employer may have allowed, or if the tenderer fails to execute the service in terms of his tender, he shall be liable for any additional expense incurred by reason of the Employer having to call for fresh tenders or having to accept any less favourable tender.

F.4.5 RETURNABLE SCHEDULES TO BE COMPLETED BY THE TENDERER

(These schedules are included in Part 3 of Volume 2 of this document).

F.4.6 SIGNING OF CONTRACT

The successful Tenderer shall sign the contract agreement within a period of 14 (fourteen) days after receiving notification that his tender has been accepted i.e. the Letter of Acceptance.

The tender must be signed by one duly authorised to do so. A tender submitted by a corporation must bear the seal of the corporation and be attested by its secretary. Tenders submitted by joint ventures of two or more firms must be accompanied by the document of formation of the joint venture, authenticated by a notary public or other official deputed to witness sworn statements, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning.

Should a tenderer withdraw his tender during the period of its validity; or give notice of his inability to execute the contract or fail to execute the Contract; or fail to sign the contract agreement within the stipulated period or furnish the required Guarantee within the period fixed in the Contract Data or any extended time agreed to by the Employer. Then he shall be liable for and pay to the Employer all expenses incurred in calling for fresh tenders and/or accepting any less favourable tender.

TENDER TDR 206/2021/2022
VOLUME 2: RETURNABLE DOCUMENTS
LIST OF RETURNABLE DOCUMENTS

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TENDER TDR 206/2021/2022
VOLUME 2: RETURNABLE DOCUMENTS
PART 1: FORM OF OFFER AND ACCEPTANCE

OFFER

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

TDR 206/2021/2022-: BULK SUPPLY TO NEW SEESTER & DOLPHIN CRESCENT SEWER PUMP STATIONS

The Tenderer, identified in the Offer signature block below, 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 Tenderer, deemed to be duly authorized, signing this part of this Form of Offer and Acceptance, the Tenderer 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 IN RAND IS:

_____(in words); R_____(in figures),

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

Signature(s) _____

Name(s) _____

Capacity _____

For the tenderer

(Name and address of Organisation)

Name &
signature of
witness

Date

ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Tenderer'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 Tenderer's Offer shall form an agreement, between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the, Contract that is the subject of the Agreement.

The terms of the contract, are contained in

- a) Contract Agreement
- b) Form of offer
- c) Special Conditions of Contract
- d) Specification Data and Particular Specifications
- e) General Conditions of Contract
- f) Standard Specifications
- g) Drawings
- h) Bill of Quantities and Summary
- i) Statutory Regulations and Requirements
- j) Standard SABS Specifications (not SABS 1200)
- k) The Letter of Acceptance
- l) Other (stipulate)

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

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

The Tenderer shall within such time as stated in the Contract Data deliver any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract or the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Signature(s) _____

Name(s) _____

Capacity _____

for the
Employer _____
(Name and address of Organisation)

Name &
signature of
witness

Date

SCHEDULE OF DEVIATIONS

Notes:

1. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender,
2. A Tenderer's covering letter shall not be included in the final contract document. Should any matter in such, letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here,
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here,
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the contract,

Subject	
Details	
Subject	
Details	
Subject	
Details	
Subject	
Details	
Subject	
Details	
Subject	
Details	

By the duly authorized representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to 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 change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance. It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

For the Tenderer:

Signature(s) _____

Name(s) _____

Capacity _____

(Name and address of Organisation)

Name &
signature of
witnesses

_____ Date _____

For the Employer:

Signature(s) _____

Name(s) _____

Capacity _____

(Name and address of Organisation)

Name &
signature of
witness

_____ Date _____

TENDER TDR 206/2021/2022
VOLUME 2: RETURNABLE DOCUMENTS
PART 2: BILLS OF QUANTITIES

BILL OF QUANTITIES

Notes:

Tenderers must complete the Bills of Quantities in black ink.

Tenderers attention is drawn to Volume 3 Part 2: Pricing Instructions.

SCHEDULE OF QUANTITIES

Item	Description	Unit	Qty	Unit Rate		Total Price		Total Amount (ZAR)
				Material	Labor	Material	Labor	
1	SECTION A: PRELIMINARY AND GENERAL							
1.1	FIXED CHARGE ITEMS							
1.1.1	Contractual Requirements	Sum	1					
1.1.2	Nameboard	No	0					
1.1.3	Offices and storage shed	Sum	1					
1.1.4	Workshop	Sum	1					
1.1.5	Ablution	Sum	1					
1.1.6	Tools and equipment	Sum	1					
1.1.7	Water supplies, electrical power and communication facilities	Sum	1					
1.1.8	Dealing with water	Sum	1					
1.1.9	Access	Sum	1					
1.1.10	Removal of site establishment on completion of works	Sum	1					
1.1.11	Health and safety plan - submit for approval	Sum	1					
1.2	TIME-RELATED ITEMS							
1.2.1	Offices and storage shed	Month	3					
1.2.2	Workshop	Month	3					
1.2.3	Ablution	Month	3					
1.2.4	Tools and equipment	Month	3					
1.2.5	Water supplies, electrical power and communication facilities	Month	3					
1.2.6	Living Accommodation	Month	3					
1.2.7	Access	Month	3					
1.2.8	Supervision for duration of construction	Month	3					
1.2.9	Company and Head office overhead costs	Month	3					
1.2.10	Adherence to health and safety plan	Month	3					
1.2.11	Tests by Engineer	Sum	1					
1.2.12	Appointment of CLO for duration of construction	Month	0					
1.2.13	On-site security	Month	3					
1.2.14	Accommodation of Traffic	Sum	1					
1.3	ADMINISTRATIVE COSTS							
1.3.1	Site Personnel (Including Security)	Sum	1					
1.3.2	Supervisory Staff	Sum	1					
1.3.3	Transport (Staff)	Sum	1					
1.3.4	Insurances	Sum	1					
1.3.5	Surety / Bank Guarantee	Sum	1					
1.3.6	PPE	Sum	1					
1.3.7	Other (Specify)	Sum	1					
1.4	STANDING TIME COSTS							
1.4.1	Plant	day	1					
1.4.2	Labour	day	1					
1.4.3	Other resources (Specify)							
SUB TOTAL 1 (Carried Forward to Summary)								R
2	SECTION B: SEESTER PUMP STATION (MV BULK SUPPLY)							
2.1	EXCAVATIONS:							
2.1.1	Pickable soil 1000 x 500mm (including bedding sand and backfilling)	m	150					
2.1.2	Intermediate soil 1000 x 500mm (including bedding sand and backfilling)	m	50					
2.1.3	SABS approved PVC Cable Warning Tape installed above cable in trench.	m	200					
2.1.4	Cable markers	each	4					
2.1.5	160mm PVC Sleeves (Road Crossing)	m	50					
2.1.6	Drilling underneath municipal road (2x road crossings)	m	30					
2.2	SUPPLY AND INSTALL 315kVA MINISUB							
2.2.1	315kVA MINI-SUB 11000/400 c/w RMU (as per Specification)	Sum	1					
2.2.2	Minisub concrete plinth	Sum	1					
2.2.3	Earthing of minisub (16mm bare copper ring as per Municipal Standards)	Sum	1					
2.3	CABLING:							
2.3.1	Supply and install 70mm ² x 3-c Cu, 11/11kV, PILC, SWA (Table 18)	m	360					
2.3.2	Supply and install 35 mm ² Cu Bare copper earth conductor	m	360					
2.4	CABLE TERMINATIONS							
2.4.1	70mm ² x 3-c Cu, 11/11kV, PILC, SWA Termination	each	4					
2.4.2	35 mm ² Cu Bare copper	each	4					
2.4.3	11kV Insulation Boot Kit	set	4					
2.4.4	70mm ² x 3-c Cu, 11/11kV, PILC, SWA Joint Kit	each	2					
SUB TOTAL 2 (Carried Forward to Summary)								R

TDR 206/2021/2022 - BULK ELECTRICAL EQUIPMENT FOR THE SEESTER & DOLPHIN CRESCENT RAW SEWAGE PUMP STATIONS							JULY 2021	
SCHEDULE OF QUANTITIES								
Item	Description	Unit	Qty	Unit Rate		Total Price		Total Amount (ZAR)
				Material	Labor	Material	Labor	
3	SECTION C: DOLPHIN CRESCENT PUMP STATION (LV BULK SUPPLY)							
3.1	EXCAVATIONS:							
3.1.1	Pickable soil 1000 x 500mm (including bedding sand and backfilling)	m	50					
3.1.2	Intermediate soil 1000 x 500mm (including bedding sand and backfilling)	m	20					
3.1.3	SABS approved PVC Cable Warning Tape installed above cable in trench.	m	70					
3.1.4	Cable markers	each	2					
3.1.5	160mm PVC Sleeves (Road Crossing)	m	15					
3.1.6	Drilling underneath municipal road (2x road crossings)	m	15					
3.2	KIOSKS & CIRCUIT BREAKERS							
3.2.1	Supply and install new MCB (CBI Type, 80A, 3-pole, Curve 1, with thermal magnetic trip unit) in existing Dolphin Crescent Distribution Kiosk	No	1					
3.2.2	Wiring in existing Dolphin Crescent Kiosk to new 80A TP Circuit Breaker	No	1					
3.3	CABLING:							
3.3.1	Supply and install 16mm² x 4-c Cu, 600/1000V, PVC, SWA Cable	m	100					
3.3.2	Supply and install 10mm² Cu Bare copper earth conductor	m	100					
3.4	CABLE TERMINATIONS							
3.4.1	16mm² x 4-c Cu, 600/1000V, PVC, SWA Cable Termination	each	1					
3.4.2	10mm² Cu Bare copper	each	1					
SUB TOTAL 3 (Carried Forward to Summary)								R

TENDER TDR 206/2021/2022
VOLUME 2: RETURNABLE DOCUMENTS
PART 2: BILL OF QUANTITIES

SUMMARY OF SCHEDULES

SUMMARY OF SCHEDULES (MAIN OFFER)

Sub-Total (Section A – Preliminary & General)	R.....
Sub-Total (Section B – Seester Pump Station [MV Bulk])	R.....
Sub-Total (Section C – Dolphin Crescent Pump Station [LV Bulk])	R.....
Sub-Total	R.....
10% Contingencies	R.....
Sub-Total	R.....
15% VAT	R.....
TOTAL (MAIN OFFER) *	R.....

Note

* Total to be carried forward to Volume 2, Part 1, “Form of Offer”

TENDER TDR 206/2021/2022
VOLUME 2: RETURNABLE DOCUMENTS
PART 3: RETURNABLE SCHEDULES

SCHEDULE A: CERTIFICATE OF AUTHORITY FOR SIGNATORY

Signatories for companies must establish their authority by attaching a copy of the relevant resolution of the Board of Directors, duly signed and dated. An **example** is shown below:

"By resolution of the Board of Directors at a meeting on 20

at

Mr

whose signature appears below, has been duly authorised to sign all documents in connection with this tender,

TDR 206/2021/2022 -: BULK SUPPLY TO NEW SEESTER & DOLPHIN CRESCENT SEWER PUMP STATIONS

SIGNED ON BEHALF OF COMPANY

IN HIS CAPACITY AS

DATE

SIGNATURE OF SIGNATORY

ATTACH CERTIFICATE OF AUTHORITY FOR SIGNATORY
ON COMPANY LETTER HEAD

TENDER TDR 206/2021/2022
VOLUME 2: RETURNABLE DOCUMENTS
PART 3: RETURNABLE SCHEDULES

**SCHEDULE B: CERTIFICATE OF TENDERER'S ATTENDANCE OF
CLARIFICATION MEETING**

This is to certify that I,
representative of (Tenderer)
of (Tenderer's address)

telephone no

fax no

attended the official Clarification meeting for

**TDR 206/2021/2022 -: BULK SUPPLY TO NEW SEESTER & DOLPHIN CRESCENT SEWER
PUMP STATIONS**

on (date),

Engineer or Representative of Engineer

I further certify that I have made myself familiar with all local conditions likely to influence the work and the cost thereof, I am satisfied with the description of the work and the explanations given, and that I understand perfectly the work to be done, as specified and implied, in the execution of this Contract.

SIGNED ON BEHALF OF THE CONTRACTOR

DATE

SIGNED ON BEHALF OF THE ENGINEER

DATE

TENDER TDR 206/2021/2022
VOLUME 2: RETURNABLE DOCUMENTS
PART 3: RETURNABLE SCHEDULES

SCHEDULE C: ALTERATIONS BY TENDERER

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

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

If no departure or modification is desired, the schedule hereunder is to be marked "NIL", and signed by the Tenderer.

Page	Clause or item

DATE

SIGNATURE OF TENDERER

TENDER TDR 206/2021/2022
VOLUME 2: RETURNABLE DOCUMENTS
PART 3: RETURNABLE SCHEDULES

SCHEDULE D: SCHEDULE OF PROPOSED SUB-CONTRACTORS

Tenderers shall set out in the schedule hereunder the details of any Sub-Contractors other than equipment hire firms, they propose to use on the works.

Name of Proposed Sub-Contractor	Address of Registered Office	Nature of Work to be undertaken	Approximate value of Work

DATE

SIGNATURE ON BEHALF OF THE TENDERER

TENDER TDR 206/2021/2022
VOLUME 2: RETURNABLE DOCUMENTS
PART 3: RETURNABLE SCHEDULES

SCHEDULE E: TENDER PROGRAMME

The tenderer shall attach to this page a proposed construction programme for each of the projects tendered for. These programmes will be material to the award of the contract.

DATE:

SIGNED ON BEHALF OF THE TENDERER

TENDER TDR 206/2021/2022
VOLUME 2: RETURNABLE DOCUMENTS
PART 3: RETURNABLE SCHEDULES

SCHEDULE F: NOTICES TO TENDERERS

In submitting my/our tender, the tender sum has been based on the following notice(s) to tenderers.

Notice Number	Subject matter of notice

DATE

SIGNED ON BEHALF OF TENDERER

TENDER TDR 206/2021/2022
VOLUME 2: RETURNABLE DOCUMENTS
PART 3: RETURNABLE SCHEDULES

SCHEDULE G: BANK DETAILS OF TENDERERS

Business Established	
Town/City	
VAT Registration Number	
SARS Tax Reference Number	
Bank Details Account name must be registered in Bank	Banking Institution: _____
	Account number : _____
	Branch number : _____
	Branch : _____

BANK CONFIRMATION (BANK STAMP OR ORIGINAL LETTER REQUIRED)

TENDER TDR 206/2021/2022
VOLUME 2: RETURNABLE DOCUMENTS
PART 3: RETURNABLE SCHEDULES

SCHEDULE H: HEALTH AND SAFETY SPECIFICATION

AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT 1993 (ACT NO. 85 OF 1993)

THIS AGREEMENT made at
on this the day of 20.....
between the (herein called "the employer") of the one part,
herein represented by
in his capacity, as and
delegate of the employer in terms of the employer's standard powers of delegation pursuant to the
provisions of Act No 54 of 1971 read with Act No 74 of 1988 and
..... (herein called "the mandatory") of the other part herein represented by
..... in his capacity, as
and being duly authorised by virtue of a resolution appended hereto as Schedule A;

WHEREAS the employer is desirous that certain works be constructed, and has accepted a tender by the mandatory for the construction, completion and maintenance of such works and whereas the employer and the mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the mandatory with the provisions of the Occupational Health and Safety Act 1993 (Act 85 of 1993);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The mandatory shall execute the work in accordance with the contract documents pertaining to this contract.
2. This Agreement shall hold good from its commencement date, to either:
 - a) The date of completion of the contract in terms of the GCC.
 - b) The date of cancellation of the contract in terms of the GCC.
 - c) The date of termination of the contract in terms of the GCC.
3. The mandatory declares himself to be conversant with the following:
 - a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act.
 - (i) Section 8: General duties of employers to their employees.

- (ii) Section 9: General duties of employers and self-employed persons to persons other than employees.
- (iii) Section 37: Acts or omissions by employees or mandatories and
- (iv) Sub-section 37(2) relating to the purpose and meaning of this Agreement.

b) The procedures and safety rules of the employer as pertaining to the mandatory and to all his sub-contractors.

4. In addition to the requirements of the GCC and all relevant requirements of the contract document Volume 3 applicable to this contract, the mandatory agrees to execute all the works forming part of this contract and to operate and utilize all machinery, plant and equipment in accordance with The Act.
5. The mandatory is responsible for the compliance with the Act by all his sub-contractors, whether or not elected and/or approved by the employer.

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

SIGNED FOR AND ON BEHALF OF THE EMPLOYER at

on this day of20.....

SIGNATURE:

IN THE PRESENCE OF THE FOLLOWING WITNESSES:

1. 2.

SIGNED FOR AND ON BEHALF OF THE MANDATORY at

.....on this day of

.....20.....

SIGNATURE:

IN THE PRESENCE OF THE FOLLOWING WITNESSES:

1. 2.

TENDER TDR 206/2021/2022
VOLUME 2: RETURNABLE DOCUMENTS
PART 3: RETURNABLE SCHEDULES

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

The signatory for the company that is the contractor in terms of the abovementioned contract and the mandatory in terms of the abovementioned Act shall confirm his or her authority thereto by attaching to this page a duly signed and dated copy of the relevant resolution of the board of directors.

An example is given below:

"By resolution of the Board of directors passed at a meeting held on20...

Mr/Mrs whose signature appears below, has been duly authorised to sign the
AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT 1993
(ACT 85 OF 1993) on behalf of

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

SIGNED ON BEHALF OF THE COMPANY

IN HIS/HER CAPACITY AS

.....

DATE

SIGNATURE OF SIGNATORY

WITNESS..... WITNESS

NAME.....NAME

TENDER TDR 206/2021/2022
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SCHEDULE J: CONFIRMATION OF ENTERPRISE REGISTRATION

I/We understand that only those tenderers who are registered with the Construction Industry Development Board (CIDB) are capable of being so prior the evaluation of submissions, in a Contractor grading designation determined in accordance with the sum tendered, or a value in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, for a **3 EP** class of construction work, are eligible to have their tenders evaluated.

I/We understand that the Employer may only enter into a formal contract with a tenderer who are registered with the Construction Industry Development Board (CIDB) in a Contractor grading designation, determined in accordance with the sum tendered, or a value in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations and has been issued with such a CIDB Contractor registration grading designation.

Construction Industry Development Board (CIDB Contractor Registration)

I/We wish to confirm the following:

(Tick the relevant box)

☐ **Yes** We are registered with the CIDB as a * Contractor.

(*State alpha-numeric Contractor grading designation)

Registration No.:

Written documentary proof of this registration is appended to this page.

☐ **No** We are not registered, but have made application for registration as a * Contractor.

(*State alpha-numeric Contractor grading designation)

Date of application:

Documentary evidence/proof of application for registration is appended to this Data Sheet.

I/We understand that: -

Failure to affix such documentation as prescribed to this page shall result in this tender not being further considered for the award of the Contract.

DATE

SIGNATURE OF TENDERER

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SCHEDULE K: **DECLARATION OF GOOD STANDING REGARDING TAX**

MBD 2: TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

- (a) A copy of a Tax Clearance Status Pin and/or a Tax Clearance Certificate, printed from the South African Revenue Service (SARS) website, must accompany the bid documents. The onus is on the bidder to ensure that their tax matters with SARS are in order.
- (b) In the case of a Consortium/Joint Venture every member must submit a separate Tax Clearance Status Pin and/or a Tax Clearance Certificate, printed from the SARS website, with the bid documents.
- (c) If a bid is not supported by a Tax Clearance Status Pin and/or a Tax Clearance Certificate as an attachment to the bid documents, the Municipality reserves the right to obtain such documents after the closing date to verify that the bidder's tax matters are in order. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.
- (d) The Tax Clearance Status Pin will be verified by the Municipality on the SARS website.

**NB! TAX COMPLIANCE STATUS PIN AND A TAX CLEARANCE CERTIFICATE FROM SARS
MUST BE ATTACHED TO THIS PAGE:**

TENDER TDR 206/2021/2022
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SCHEDULE P: PROCUREMENT POLICY SCHEDULES

MBD1:

BID FOR THE REQUIREMENTS OF THE MOSSEL BAY MUNICIPALITY

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MOSSEL BAY MUNICIPALITY					
BID NUMBER:	TDR 206/2021/2022	CLOSING DATE:	10 December 2021	CLOSING TIME:	12:00
DESCRIPTION	BULK SUPPLY TO NEW SEESTER & DOLPHIN CRESCENT SEWER PUMP STATIONS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT:					
The Tender Box Mossel Bay Municipality P O Box 25 MOSSEL BAY 6500					
Or deposited in the tender box situated at:					
Entrance to Mossel Bay Town Hall Municipal Building 101 Marsh Street Mossel Bay					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT ☐ Yes ☐ No		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ 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]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	SCM	CONTACT PERSON	Mr Jako Fourie
CONTACT PERSON	Sinethemba Mpata	TELEPHONE NUMBER	(044) 884-1138
TELEPHONE NUMBER	(044) 606-5192	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	jfourie@eceng.co.za
E-MAIL ADDRESS	smpata@mosselbay.gov.za		

**MBD4:
DECLARATION OF INTEREST**

1. No bid 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 or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

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

3.1 Full Name of bidder or his or her representative:

3.2 Identity Number:

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

3.4 Company registration number:

3.5 Tax Reference Number:

3.6 VAT Registration Number:

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

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

3.8.1 If so, furnish particulars.

.....
.....

- (a) * MSCM Regulations: "in the service of the state" means to be –
- (b) a member of –
- (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the national Assembly or the national Council of provinces;
- (c)
- (d) a member of the board of directors of any municipal entity;
 - (e) an official of any municipality or municipal entity;
 - (f) 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);
 - (g) a member of the accounting authority of any national or provincial public entity; or
 - (h) an employee of Parliament or a provincial legislature.

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

3.9.1 If so, furnish particulars.

.....

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

3.10.1 If so, furnish the following particulars:

.....

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

3.11.1 If so, furnish particulars

.....

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

3.12.1 If so, furnish particulars.

.....

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

3.13.1 If so, furnish particulars.....

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

YES / NO

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

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

Full Name	Identity Number	State Employee Number	Income Tax Number

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Y

MBD 6.1:
PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS
2017

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 The value of this bid is estimated to ~~exceed~~ / not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 or 90/10 preference point system shall be applicable.
- 1.3 Points for this bid shall be awarded for:
- (a) Price; and
 - (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this bid are allocated as follows:
- | | POINTS |
|--|---------------|
| PRICE | 80 |
| B-BBEE STATUS LEVEL OF CONTRIBUTOR | 20 |
| Total points for Price and B-BBEE must not exceed | 100 |
- 1.5 Failure on the part of a bidder to 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:

80/20

or

90/10

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

Where

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

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

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

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

5. BID DECLARATION

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

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

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

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(Tick applicable box)

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

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:

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:

8.2 VAT registration number:

8.3 Company registration number:

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

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

DATE:

ADDRESS

.....

.....

MUNICIPAL RATES AND SERVICES

Names of Directors/Partners/Senior Managers	Physical residential address of the Director/Partner/Senior Manager	Residential Municipal Account number(s)	Name of Municipality

NB: Please attach copy/copies of Municipal Account(s)

DECLARATION

I, THE UNDERSIGNED (NAME)

CERTIFY THAT THE INFORMATION FURNISHED ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

AUTHORITY FOR SIGNATORY

We, the undersigned, hereby authorize Mr / Mrs acting in his/her capacity

as of the business trading, as to sign all

documentation in connection with Tender

NAME OF MEMBERS / DIRECTORS	SIGNATURE	DATE

Note: If bidders attached a copy of their Authorised Signatory is it not necessary to complete this form.

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

1. General Conditions

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

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

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on <http://www.thedti.gov.za/industrial development/ip.jsp> at no cost.

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

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

Item No. in BOQ	Description of services, works or goods	Stipulated minimum threshold
	Electrical and Telecom cable products	90%
2.3.1, 2.3.2, 3.3.1, 3.3.2	Medium & high voltage	90%

Item No. in BOQ	Description of services, works or goods	Stipulated minimum threshold
2.2.1	0.001-1 MVA, 220V-22kV Auxiliary Transformer as per Specifications – Class 0	90%
	• Fabrication of tank and parts	100%
	• Fabrication of the core	100%
	• Manufacture of windings and assembly	100%
	• Oil	100%
	• Accessories Cat A (Radiators, fans, kiosks, conservator, breather)	100%
	• Accessories Cat B (Valves)	70%
	• Accessories Cat B (Cables)	90%
	• Assembly and Testing	100%

3. Does any portion of the goods or services offered have any imported content?
(Tick applicable box)

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

- 3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

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

IN RESPECT OF BID NO.

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

.....

NB

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

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

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

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

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

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

**MBD8:
DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐

4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

**MBD 9:
CERTIFICATE OF INDEPENDENT BID DETERMINATION**

1. This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). ² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD9) must be completed and submitted with the bid:

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

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

**MBD 9:
CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

TDR 206/2021/2022 - BULK SUPPLY TO NEW SEESTER & DOLPHIN CRESCENT SEWER PUMP STATIONS
(Bid Number and Description)

in response to the invitation for the bid made by:

MOSSEL BAY MUNICIPALITY
(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:
(Name of Bidder)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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

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SCHEDULE Q: FUNCTIONALITY ASSESSMENT

Pre-Qualification of Bidders

- (a) Tenders will be evaluated on the functionality criteria as set out below. Bidders that score less than **80 out of 100** points for these criteria will be regarded as non-responsive and will not be evaluated on price and B-BBEE. Unclear, vague, fragmented or incomplete information provided will result in no points being allocated.
- (b) Bidders must ensure that relevant information is submitted. If information is not submitted or referred to as an attachment, no points will be awarded.
- (c) The following criteria will be used to calculate points for the functionality of tenders and bidders should ensure that they submit all information in order to be pre-evaluated on the criteria mentioned below:

	CRITERIA	MAXIMUM POINTS	BIDDER SCORE
Q1	Similar Experience of Company (or JV)	30	
Q2	References related to similar experience	15	
Q3	Key Site Staff & Personnel allocated/ reserved for this tender	25	
Q4	Plant, Equipment, Tools & Machinery allocated/ reserved for this tender	30	
TOTAL		100	

Functionality criteria are further divided as follows and points will be awarded as indicated below:

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SCHEDULE Q1: SIMILAR EXPERIENCE OF COMPANY (OR JV)

- (a) A maximum of 30 points will be awarded at the sole discretion of the Municipality's Bid Evaluation Committee based on the information provided. Please note that this section refers to the Company's and its legacy firms past experience, and is not a duplication of Criterion 2's Key staff and Personnel. Meaning this section takes into consideration that the company as an entity has gained relevant experience in the past and showcase that the company is in the business of said Scope of Works.
- (b) Relevant experience is defined as the accumulation of knowledge or skill that results from direct participation in relevant/similar events or activities and/or as determined by the Mossel Bay Municipality and/or professional consulting engineer where applicable.

Experience required:	Maximum points	Bidder Score
Successfully completed Installation of Bulk MV & LV Electrical Infrastructure (underground cables) in existing residential areas (with the added complexities of working inside existing residential areas).		
A minimum of 1 project that are related to the experience.	15	
A minimum of 2 to 3 projects that are related to the experience.	20	
A minimum of 4 to 5 projects that are related to the experience.	30	
Total		 /30

- (c) In order to claim points for the above, bidders must submit sufficient information as well as documentary proof of experience relating to Installation of Bulk MV & LV Electrical Infrastructure (underground cables) in existing residential areas (with the added complexities of working inside existing residential areas), by means of completion certificates and appointment letters.
- (d) Points will only be awarded for **relevant & completed experience** obtained relevant to the Tender Scope of Works. To be able to gain points the Tenderer must submit proof that the company has obtained the relevant experience for this Tender's Scope of Works & Specifications, and parts thereof. If experience is listed, please ensure it is applicable and relevant to the whole of this Tender and not only to parts thereof, otherwise the Bidder will not be awarded the necessary points. **Tenderers to provide enough experience to score the total points as prescribed e.g. in order to claim 30 points, relevant projects should be listed for projects that was done in the last three (3) years or longer.**
- (e) NB: If no information is provided below OR referred to as an additional attachment **NO POINTS WILL BE AWARDED.**

SCHEDULE OF SIMILAR WORK CARRIED OUT BY TENDERER

The following is a statement of major **similar** works executed by myself/ourselves.

Employer/Client	Nature of work/Scope of work (A full breakdown of the scope to be submitted)	Value of Work (incl. VAT)	Start and completion date (month and year) Duration
			Start Completion Duration
			Start Completion Duration
			Start Completion Duration
			Start Completion Duration
			Start Completion Duration
			Start Completion Duration

DATE

.....

SIGNATURE OF TENDERER

.....

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SCHEDULE Q2: REFERENCES RELATED TO SIMILAR EXPERIENCE

- (a) Please note that this section refers to the company's and its legacy firms' references related to the experience. It also takes into account that the references are related & relevant to the experience submitted. Similar and relevant experience for this Tender can be defined as follows:
- i. **Installation of Bulk MV & LV Electrical Infrastructure (underground cables) in existing residential areas (with the added complexities of working inside existing residential areas).**
- (b) Bidders should provide copies of **three (3) reference** letters, on an official letterhead of the reference, in relation to the experience gained on projects relevant to the scope of work.
- (c) The following detail should be included in the reference letter:
- i. Detail of the work that have been successfully completed (similar to this scope of work).
 - ii. Was the work completed within the contractual time frame.
 - iii. Was the work completed within the Contract Price / Amount /Budget / Project programme/schedule. Meaning did the contractor keep to his budget and Scope of Works and not overspend without provisional approval and keep to the programme/schedule?
 - iv. Compliance with the Occupational Health & Safety regulations on the project.
 - v. General performance on the project.
 - vi. The letter should also include who the contact person is with all his/her detail.
- OR
- (d) Bidders can provide their references with the attached questionnaire (see attachment A), which have to be completed and signed by the references.
- (e) The Municipality/Consultant reserves the right to validate and verify the information from the references or to ask more questions or proof to satisfy the evaluation process.
- (f) Please note that points will not overlap, meaning points are awarded only once per reference/company/entity per project experience. Please refrain from submitting multiple references from the same company on the same project. Please note it is the duty of the Bidder to ensure that the references given are relevant to the Scope of Works.
- i. Reference Scoring: A maximum of 15 points will be awarded at the sole discretion of the Municipality's Bid Evaluation Committee based on the information provided and will be split as follows.
 - ii. In order to claim points, bidders must submit, with the tender document, three reference letters or questionnaires to which the abovementioned Experience have been provided.
 - iii. These references letters or questionnaires must be current/most recent, relevant and related to the Experience submitted. The letters must not be older than five (5) years.
 - iv. It is the bidders' responsibility to ensure that the details provided are correct, before submitting his tender, and that the references will be available and be able to provide additional feedback, if necessary.
 - v. If the references are unable to validate, verify or provide additional information on the projects, no points will be awarded for that particular reference.
 - vi. 5 points will be awarded for each reference letter or questionnaire which is positive and relevant to the Scope of Works of this contract, subject to the final discretion of the Bid Evaluation Committee.

NB: If no reference letters or questionnaires are attached **NO POINTS WILL BE AWARDED. COMPLETION CERTIFICATES AND/OR APPOINTMENT LETTERS WILL NOT BE ACCEPTED FOR THIS CRITERIA.**

ATTACHMENT A

Question to Reference	Reference's Response
1. Detail of the work that have been successfully completed Installation of Bulk MV & LV Electrical Infrastructure (underground cables) in existing residential areas (with the added complexities of working inside existing residential areas).	
2. Was the work completed within the contractual time frame?	Yes No..... If No, please state why:
3. Was the work completed within the contract amount?	Yes No..... If No, please state why:
4. Did the contractor comply with the Occupational Health & Safety regulations on site?	Yes No..... If No, please state why:
5. In general, were you satisfied with their performance - thus would you recommend them for this Tender considering all of above?	Yes No..... If No, please state why:

.....
REFERENCE NAME

.....
SIGNATURE

.....
CONTACT PERSON & TELEPHONE NUMBER

.....
DATE

STAMP OF REFERENCE

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SCHEDULE Q3: KEY SITE STAFF & PERSONNEL

- (a) A maximum of **25 points** will be awarded at the sole discretion of the Municipality's Bid Evaluation Committee based on the information provided and will be split as follows. Points will only be awarded once for each staff/personnel allocated to this Tender, no multiple scoring per person.
- (b) **NB: Please provide name of staff member in the space provided below. If no name is provided NO POINTS WILL BE AWARDED.**

Site Staff & Personnel Required:	Max points	Name of Staff member	Bidder Score
Contract Manager (min 8 hours per week) - Personally, responsible for the contract management of the project - Must be allocated to this project and be overall responsible for the execution of the works and all associated project management - Must manage the Contract as a whole - Must inspect and approve all works - Responsible for Payment Certificates, and overall general Admin and all correspondence - Must attend Project meetings and submit information timely as requested	0-5y = 1 points 5-10y = 3 points More than 10y =5 points		
General Foreman: Construction Manager & Supervisor (min 40 hours / 5 days per week / full time on site) - Must be suitably skilled and have CV verifiable experience as foreman on Electrical projects. - Must supervise the works full-time on site, the team / the workers and the correct use of all plant/machinery. - Must be able to work with local labour. - Must ensure all Codes & Standards specifications are met and carried out. - Must be able to do setting-out & levelling.	0-5y = 2 points 5-10y = 6 points More than 10y =10 points		
Skilled Artisan (min 40 hours / 5 days per week / full time on site) - Must be suitably skilled and have CV verifiable experience working with electrical reticulation projects. - must supervise the team / the workers and the correct use of all plant/machinery. - must be able to work with local labour and assist with skills transfer. - must ensure all remedial specifications are met and carried out. - must be on site at all times.	0-5y = 2 points 5-10y = 6 points More than 10y =10 points		
TOTAL	25		

- (c) In order to claim points for the above bidders must submit detailed Curriculum Vitae (CV) of each key personnel to be used/allocated for this Tender. **The staff or personnel listed above must currently be employed by the Bidder company, if not then a letter stating such intent to employ this person, including this person's signature of willingness & acceptance for the intended duration of the project.** CV experience listed of key staff must be relevant and current. Points can only be allocated once, meaning one-person-one-score, no multiple scoring. Please note the staff allocated to this Tender must be on-site and used for this Tender. If the person is unavailable during time of execution, he/she must be replaced with someone of equal or better value and experience and proof as per CV submitted.
- (d) NB: Relevant experience is defined as the accumulation of knowledge or skill that results from direct participation in relevant similar events or activities and/or as determined by the Mossel Bay Municipality and/or professional consulting engineer where applicable.

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SCHEDULE Q4: PLANT, EQUIPMENT, TOOLS & MACHINERY

If the Bidder intend to use plant / tools / equipment other than those stipulated in the Tender Specifications the Bidder must qualify/declare this in their tender document, for the evaluation process. If nothing is qualified or declared, then those stipulated in the Tender Specifications are applicable to this Tender.

A maximum of **30 points** will be awarded based on the information provided.

Equipment	Owned (Maximum Points)	Intent to Rent / Hire (Maximum Points)	Bidder Score
1. LDV / Bakkie or truck	5	5	
2. TLB or excavator	10	10	
3. Crane Truck (Min. 15 ton/metre)	10	10	
4. Compactor (Whacker)	5	5	
TOTAL	30	30	

The tenderer shall state below what plant / tools / equipment will be available specifically for this Contract. The tenderer shall differentiate, if applicable, between plant / tools / equipment immediately available plant / tools / equipment will be acquired or hired for the work should he be awarded the tender.

If no information is provided below or referred to as an additional attachment **NO POINTS WILL BE AWARDED.**

CONSTRUCTION EQUIPMENT AVAILABLE FOR USE ON WORKS

PLANT / TOOLS / EQUIPMENT AVAILABLE AND ALLOCATED FOR THIS PROJECT

DESCRIPTION (type, size, capacity and year of registration)	QUANTITY	REGISTRATION NUMBER (Applicable for plant/vehicles/trailers etc.)

PLANT / TOOLS / EQUIPMENT THAT WILL BE ACQUIRED OR HIRED

DESCRIPTION (type, size, capacity etc)	QUANTITY	SOURCE HIRE / ACQUIRED

If plant / tools / equipment, as stipulated above, will be rented, proof of the intention to lease it from the supplier must be submitted with the tender document. No points will be awarded if proof is not submitted.

DATE

SIGNATURE OF TENDERER

JOINT VENTURES

The evaluation of functionality regarding a Consortium or Joint venture, will be performed as follows:
For company experience the evaluation is based on the experience of the partner with the highest/longest experience record;

For the evaluation of the project team, if applicable, at least one of the Project leaders must be an employee with the leading partner of the consortium or joint venture. The leading partner of the consortium or joint venture is determined by the shareholding regarding the liability, which is included in the consortium or joint venture agreement.

If required for the evaluation of the financial ratings, if not issued for the consortium or joint venture specifically, the rating of the leading partner will be use in the assessment.

The designated Project leaders, if applicable, may not be changed without the prior approval of the accounting officer or his/her nominated person once the bid was awarded.

THE RESOLUTION TAKEN BY THE BOARD OF DIRECTORS OF A CONSORTIUM OR JOINT VENTURE

RESOLUTION of a meeting of the Board of Directors / Members / Partners of

NAME OF TENDERER (Must agree with bidder details)

Held at _____ on _____

(Place)

(Date)

RESOLVED THAT:

1. The enterprise submits a Tender to Mossel Bay Municipality in respect of the following:

TDR 206/2021/2022: BULK INFRASTRUCTURE TO THE NEW SEESTER & DOLPHIN CRESCENT SEWER PUMP STATIONS

(list all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium / Joint Venture).

_____ and

_____ and

_____ and

_____ and

_____ and

_____ and

2. Mr./Mrs./Ms. _____

In his/her capacity as _____

and who will sign as follows: _____

(SPECIMEN SIGNATURE)

be, and is hereby, authorised to sign the Tender and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any contract, and or all documentation resulting from the award of the Tender to the **Consortium/ Joint Venture** enterprise mentioned above.

3. The enterprise in the form of a consortium or joint venture accept jointly and several liability with parties under item 1 above for the fulfilment of the obligations of the joint venture deriving from, and in any way connected with the contract to be entered with the Mossel Bay Municipality in respect of the project described above under item 1.
4. The **Consortium / Joint Venture** enterprise chooses as its domicilium citandi et executandi for all purposes arising from the joint venture agreement and contract with the Mossel Bay Municipality in respect of the project under item 1:

(Physical Address) _____

Note: The resolution **must be signed by all directors or members / partners** of the bidding enterprise. Should the space provided below not be enough for all the directors to sign, please provide a separate sheet in the same format below:

NB: **COMPULSARY TO BE COMPLETED** IN CASE OF CONSORTIUM OR JOINT VENTURE

	NAME	ID NUMBER	DIRECTORS/OWNERS PERSONAL TAX NO	SIGNATURE
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				

Name of Joint Venture	
Names of Each Enterprise:	
(1) Name and Address of Enterprise:	
(2) Name and Address of Enterprise:	
(3) Name and Address of Enterprise:	
Has an original valid Tax Clearance Certificate been submitted for each enterprise:	Yes ☐ No ☐
CIDB Registration Number(s), if any:	

Submit your Joint Venture Agreement together with this tender document. If no Joint Venture Agreement is submitted, the tender will be seen as non-responsive.

SIGNED ON BEHALF OF JOINT VENTURE _____

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SCHEDULE R: **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:

Physical address of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record of service of the state

Indicate by marking the relevant boxes with a 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:

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

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

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

*insert separate page if necessary

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

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

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

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

*insert separate page if necessary

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

- authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- 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;
- 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;
- 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
- confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

In the case of a Trust, Consortium or Joint venture the following will apply:

The Trust, Consortium or Joint venture agreement must be submitted as part of the bid documents;

No amendments to Trust, Consortium or Joint venture agreement may be made without the prior approval of the Municipality; if not accepted by the Municipality and the Trust, Consortium or Joint venture continue without approval the Trust, Consortium or Joint venture contract can be cancelled as if poor performance had taken place;

The Trust, Consortium or Joint venture will only qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits, together with the submission of the bid, their B-BBEE status level certificate issued in the name of the Trust, Consortium or Joint venture.

All members of the Trust, Consortium or Joint venture must submit, with the bid documents:

- a) a valid tax clearance certificate or SARS tax pin, individually;
- b) an agreement that clearly provides clarity of Profit and liability sharing; and
- c) a resolution taken by the board of directors of the Consortium or Joint venture and other information that agrees with the Trust, Consortium or Joint venture

For the evaluation of functionality regarding a Consortium or Joint venture refer to the functionality section.

.....
Signature

.....
Date

.....
Name

.....
Position

.....
Enterprise Name

TENDER TDR 206/2021/2022

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SCHEDULE S: LOCAL CONTENT DECLARATION FORMS (ANNEX C, D & E)

An Excel Spreadsheet containing the electronic format of these forms have been included on the Tender CD.

LOCAL CONTENT DECLARATION (Annex C)

Annex C										SATS 1286.2011											
Local Content Declaration - Summary Schedule																					
(C1) Tender No.	TDR 206/2021/2022								excluded from all calculations												
(C2) Tender description	Bulk Supply to New Seester & Dolphin Crescent Sewer Pump Stations																				
(C3) Designated product(s)	Transformers (Class0), MV/LV Power Cables																				
(C4) Tender Authority																					
(C5) Tendering Entity name																					
(C6) Tender Exchange Rate	Pula	80%	EU	GBP																	
(C7) Specified local content %																					
Calculation of local content										Tender summary											
Tender item no's	List of items	(C8)	Tender price - each (excl VAT)	(C10)	Exempted imported value	(C11)	Tender value net of exempted imported content	(C12)	Imported value	(C13)	Local value	(C14)	Local content % (per item)	(C15)	Total tender value	(C16)	Total exempted imported content	(C17)	Total imported content	(C18)	(C19)
2.2.1	315kVA Minisub Transformer																				
2.3.1	Supply and instal 70mm ² x 3-c Cu, 11/11kV, PILC, SWA (Table 18)																				
2.3.2	Supply and instal 35 mm ² Cu Bare copper earth conductor																				
3.3.1	Supply and instal 16mm ² x 4-c Cu, 600/1000V PVC/SWA cable																				
3.3.2	Supply and instal 10mm ² Cu Bare copper earth conductor																				
										(C20) Total tender value											
										(C21) Total Exempt imported content											
										(C22) Total Tender value net of exempt imported content											
										(C23) Total imported content											
										(C24) Total local content											
										(C25) Average local content % of tender											
Signature of tenderer from Annex B																					
Date:																					

LOCAL CONTENT DECLARATION (Annex D)

SATS 1286.2011

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

(D1)	Tender No.	TDR 206/2021/2022							excluded from all calculations	
(D2)	Tender description	Bulk Supply to New Seester & Dolphin Crescent Sewer Pump Stations								
(D3)	Designated product(s)	Transformers (Class0), MV/LV Power Cables								
(D4)	Tender Authority									
(D5)	Tendering Entity name									
(D6)	Tender Exchange Rate	Pula			EU			GBP		

A. Exempted imported content

Calculation of Imported content

Summary

Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
(D19) Total exempt imported value											
										This total must correspond with Annex C -	

B. Imported directly by the Tenderer

Calculation of Imported content

Summary

Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
(D32) Total imported value by tenderer											

C. Imported by a 3rd party and supplied to the Tenderer

Calculation of Imported content

Summary

Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
(D45) Total imported value by 3rd party											

D. Other foreign currency payments

Calculation of foreign currency payments

Summary of payments

Type of payment	Local supplier making the payment	Overseas beneficiary	foreign currency value paid	Tender Rate of Exchange	Local value of payments
(D46)	(D47)	(D48)	(D49)	(D50)	
(D52) Total of foreign currency payments declared by tenderer and/or 3rd party					

Signature of tenderer from Annex B

Total of imported content & foreign currency payments - (D32) (D45) & (D52) above

This total must correspond with Annex C-C23

Date:

LOCAL CONTENT DECLARATION (Annex E)

[illegible]

TENDER TDR 206/2021/2022
VOLUME 2: RETURNABLE DOCUMENTS
PART 3: RETURNABLE SCHEDULES

SCHEDULE T: **TECHNICAL SCHEDULE: MINISUB, 315KVA, 11KV/420V**

Item	Description	Schedule A Preferred / Specified	Schedule B Equipment Offered
	General		
1	Manufacturer	Specify	
2	Country of Origin	Specify	
3	Number of Units Required	One (1)	
4	Transformer Duty	Power Distribution	
	Minisub Application	Coastal (3CR12)	
	Paint Color	Avocado C12	
	Overall Minisub Dimensions		
	- <i>Length</i>	Specify	
	- <i>Width</i>	Specify	
	- <i>Height</i>	Specify	
	- <i>Weight (complete with oil)</i>	Specify	
	Transformer Ratings		
	Insulation Medium	Mineral Oil	
	Number of Windings	Two (2)	
	Rated Voltage (kV):		
	- <i>Primary Winding</i>	11 kV	
	- <i>Secondary Winding</i>	420 V	
	Vector Group	Dyn11	
	Rated Frequency	50 Hz	
	Frequency Variation	± 5%	
	Cooling System	ONAN	
	Primary winding	Copper	
	Secondary winding	Copper	
	Rated Power (continuous rating at any tap position)		
	- <i>ONAN Rating</i>	315 kVA	
	- <i>Altitude Rated (@100m ASL)</i>	Specify	
	Maximum Ambient Temperature	40°C	
	System Fault Level		
	- <i>Three Phase</i>	20kA @ 11kV	
	- <i>Single Phase to Ground</i>	20kA @ 11kV	
	Short Circuit Withstand Ability	Demonstration of Ability to IEC 60076	

		Part 5	
	- Rated Symmetrical Short Circuit Withstand Current (Dynamic, Secondary Side)	20kA x 2.55 peak for 2 seconds	
	- Rated Symmetrical Short Circuit Withstand Current (Thermal, Secondary Side)	20kA for 2 seconds	
	Insulation Level to IEC 60076-3		
	- Highest system voltage	0.42 / 12 kV	
	- Power frequency	1.1 / 28 kV	
	- Lightning impulse	2.5 / 95 kV	
	Impedance (at nominal tap position):	5.63%	
	Tap Changer		
	- Type	Off Load	
	- Location	Primary Winding (11kV)	
	- Make	Specify	
	- Range	+5% to -5% in steps of 2.5%	
	- Number of Tap Positions	5	
	- Rated current (A)	Specify	
	- Type of Operation	Manual	
	MV Compartment		
	Equipment in MV compartment	11kV air-insulated junction box	
	Incoming MV cable requirements		
	- Max number of MV Cables	2x 3C/70mm ²	
	- Type of Cable	PILC	
	- Conductor	Copper	
	- Cable support (clamping) required	Yes	
	Minisub earth bar	Yes	
	LV Compartment		
	Busbar rating	Rated at 1.2x kVA capacity	
	Busbar insulation	Air insulated	
	Busbars	3P+1N	
	Provision of LV neutral surge arrester fitted between minisub earth bar and LV neutral earth bar	Yes	
	LV Bulk Meter	Yes	
	Provision of LV Main Circuit Breaker	Yes	
	LV Main CB Rating	Specify	
	Number of outgoing LV Feeder circuits to be provided for	6	
	LV MCCB to pump station (Feeder 1)	300A TP	
	LV maximum demand meters	Required on all 3 phases	

	LV indicating voltmeter	Yes	
	Ammeter and voltmeter display size	96 x 96	
	Streetlight Section		
	Protection	HRC Fuses (63A)	
	Control	Photocell	
	Streetlight feeder protection	MCBs	
	Energy meter required	Yes	
	Ring Main Unit		
	Nominal voltage	11kV	
	Insulation Level	Specify	
	- Highest system voltage	12 kV	
	- Power frequency	28 kV	
	- Lightning impulse	95 kV	
	Rated nominal current to busbars	630A	
	Rated nominal current of switch disconnectors	630A	
	Rated current of circuit breaker	200A	
	Short Circuit Withstand Ability		
	- <i>Rated Symmetrical Short Circuit Withstand Current (Dynamic, Secondary Side)</i>	20kA x 2.55 peak for 3 seconds	
	- <i>Rated Symmetrical Short Circuit Withstand Current (Thermal, Secondary Side)</i>	20kA for 3 seconds	
	Rated short-circuit withstand of earthing switch	20kA	
	Interrupting technology (switch disconnector)	Specify	
	Interrupting technology (circuit breaker)	SF6/Vacuum	
	Configuration	CCV	

TENDER TDR 206/2021/2022

VOLUME 3: CONTRACT

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TENDER TDR 206/2021/2022
VOLUME 3:
PART 1: CONTRACT DATA
FORM OF GUARANTEE

WHEREAS

(hereinafter referred to as "the Employer")
entered into, a Contract with

(hereinafter called "the Contractor" on the _____ day of _____ 20____
for the construction of

at _____

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

AND WHEREAS

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

NOW THEREFORE WE,

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

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

_____(R_____)

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

We hereby choose out address to the serving of all notices for all purposes arising herefrom as

IN WITNESS WHEREOF this guarantee has been executed by us at

on this _____ day of

_____ 20_____

As witnesses:

- | | | |
|----|-------|--|
| 1. | _____ | Signature |
| 2. | _____ | Duly authorized to
sign on behalf of
Address |

TENDER TDR 206/2021/2022

VOLUME 3: CONTRACT

PART 1: CONTRACT DATA

CONTRACT DATA PROVIDED BY THE EMPLOYER

GENERAL CONDITIONS OF CONTRACT

The following standardised General Conditions of Contract:

General Conditions of Contract for Construction Works (Third Edition) 2015

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

Copies of the General Conditions of Contract 2015 are available for inspection and scrutiny at the offices of the Engineer.

The Pro-forma bound with the General Conditions of Contract 2015, on pages 110 to 116 shall not apply to this Contract and shall be replaced with the documentation bound into this Contract Document.

The General Conditions of Contract 2015 make several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the general conditions of contract.

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

The Contract Data and General Conditions of Contract shall have precedence over the Drawings, Scope of Work and Standardised Specifications in the interpretation of any ambiguity or inconsistency between these documents.

CONTRACT SPECIFIC DATA

The following contract specific data, referring to the General Conditions of Contract for Construction Works, Third Edition, 2015, are applicable to this Contract:

Clause 1.1.1.5:

“Commencement Date” means the date that the Agreement, made in terms of the Form of Offer and Acceptance, comes into effect. The Agreement comes into effect once the contractor receive a written notification from the Employers Agent of being awarded with the contract.

Clause 1.1.1.13:

The Defects Liability Period is **Twelve (12)** months.

Clause 1.1.1.14:

The time for achieving Practical Completion is **Ten (10) months**, inclusive of the 14-day period referred to in Clause 5.3.2 below, and inclusive of non-working days referred to in Clause 5.8.1 below, but exclusive of special non-working days (Clause 5.8.1).

Clause 1.1.1.15:

The **Employer** is the MOSSEL BAY MUNICIPALITY, represented by the Municipal Manager and / or such other person or persons duly authorised thereto by the Employer in writing and is referred to in this Contract Document by the terms “Employer”.

Clause 1.1.1.16:

The **Employer’s Agent** is Element Consulting Engineers (Pty) Ltd, acting through a director, or other official authorised thereto in writing and is referred to in this Contract Document by either of the terms “Employer’s Agent” or “Engineer”.

Clause 1.1.1.26:

The Pricing Strategy is a Re-measurement Contract.

Add the following clauses after Clause 1.1.1.34:

Clause 1.1.1.35:

“**Drawings**” means all drawings, calculations and technical information forming part of the Contract Documents and any modifications thereof or additions thereto from time to time approved in writing by the Engineer or delivered to the Contractor by the Engineer.

Clause 1.1.1.36:

“**Letter of Notification**” means the letters of formal notification, signed by the Employer, of the decision of the Supply Chain Management Bid Adjudication Committee sent to all tenderers. The notification of the decision does not form part of the Employer’s Acceptance of the successful tenderer’s Offer and no rights shall accrue.

Clause 1.2.1.2:

The address of the Employer is:

101 Marsh Street
Mossel Bay
6500

The address of the Engineer is:

82 Victoria Street
George
6529

Clause 3.2.3:

The Engineer shall obtain the specific approval of the Employer before executing any of his functions or duties according to the following Clauses of the General Conditions of Contract:

- i. Clause 3.3.1 Nomination of Engineer’s Representative

- ii. Clause 3.3.4 Engineer's authority to delegate
- iii. Clause 5.8.1 Non-working times
- iv. Clause 5.11.1 Suspension of the Works
- v. Clause 5.12.4 Acceleration instead of extension of time

Clause 4.3:

Add the following clause after Clause 4.3.2.:

Clause 4.3.3:

The Employer and the Contractor shall enter into an agreement to complete the work required for the construction of the works in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (Act 85 of 1993) and the Construction Regulations promulgated thereunder.

An agreement is included in the Contract Document and shall be completed and submitted to the Employer together with a letter of good standing from the Compensation Commissioner within 7 (seven) days after the Commencement Date. The Contractor shall ensure that any letter of good standing shall be timeously renewed in order that it remains in full force for the duration of the Contract.

Clause 5.3.1:

The Contractor shall commence executing the Works within **7 (seven) days** from the Commencement Date. Notwithstanding the above, the following documentation is required before commencement of the Works:

- i. Health and Safety Plan (Refer to Clause 4.3)
- ii. Initial programme (Refer to Clause 5.6)
- iii. Security (Refer to Clause 6.2)
- iv. Insurance (Refer to Clause 8.6)
- v. Occupational Health and Safety Agreement
- vi. Letter of Good Standing from the Compensation Commissioner
- vii. Environmental Method Statements

Clause 5.3.2:

The time to submit the documentation required before commencement with Works execution is **7 (seven) days**.

Clause 5.4.2:

Access to and possession of the site shall not be exclusive to the Contractor insofar as the provisions of Clause 4.8 apply, and where on-going use by the general public is required.

Add the following clause after Clause 5.4.3:

Clause 5.4.4:

The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the Site.

Clause 5.8.1:

The non-working days are Sundays.

The special non-working days are:

- i. All gazetted public holidays falling outside the year end break.
- ii. The year-end break published by SAFCEC.

Clause 5.12.2.2:

No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal climatic conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature. However, in the event that delays to critical activities exceed the number of working days listed below for each month, then abnormal climatic conditions shall be deemed to exist, and an extension of time may be claimed in accordance with the provisions of Clause 5.12. It shall be noted that the days allowed per month for normal climatic conditions accumulates for the duration of the contract.

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

January	3 days
February	3 days
May	3 days
April	3 days
May	3 days
June	3 days
July	3 days
August	3 days
September	3 days
October	3 days
November	3 days
December	3 days

Claims for delays for abnormal climatic conditions shall be accompanied by substantiating facts and evidence, which shall be submitted timeously as each day or half-day delay is experienced.

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

Clause 5.13.1:

The penalty for failing to complete the Works is **R1,200-00 (excl. VAT)** per calendar day per project. Further penalties will be induced for Occupational Health & Safety non-compliance of **R2,464-00 (excl. VAT)** per incident and for general non-compliance on site of **R4,180-00 (excl. VAT)** per incident.

Clause 5.16.3:

The latent defects liability period is **10** years.

Clause 6.2.1:

The security to be provided by the Contractor shall be a performance **Guarantee of 10%** of the Contract Sum. The performance guarantee shall contain the wording in the document.

Clause 6.2.2:

Delete Clause 6.2.2 in its entirety.

Clause 6.2.3:

Delete Clause 6.2.3 in its entirety and replace with the following:

The Contractor shall ensure that the performance guarantee remains valid and enforceable until the Certificate of Completion of the Works is issued.

Clause 6.5.1.2.3:

The percentage allowance to cover overhead charges is **10%**

Clause 6.8.2:

Add the following to Clause 6.8.2:

The Contract Price shall **not** be subject to any contract price adjustment and the rates and prices tendered in the bill of quantities shall be final and binding throughout the period of the Contract.

Notwithstanding the above, if special materials are specified in Part 3 of the Contract Data then the provisions of Clause 6.8.3 of the General Conditions of Contract shall apply to such special materials.

Clause 6.8.4:

Add the following to Clause 6.8.4:

Notwithstanding the above, in the event that a public holiday is proclaimed after 28 days before the closing date for tenders, no costs other than those that can be claimed under Clause 5.12.3 shall be added to the contract price.

Clause 6.10.1.5:

The percentage advance on materials not yet built into the Permanent Works is **80%**.

Clause 6.10.3:

Add the following to Clause 6.10.3:

Notwithstanding the provision of a performance guarantee in terms of Clause 6.2.1, interim payments to the Contractors by the Employer shall be subject to **Retention of an amount of 10%** of the said amounts due to the Contractor, with no limit. A guarantee in lieu of retention is not permitted.

Clause 6.10.4:

Add the following to clause 6.10.4:

Furthermore, payment shall be subject to the Employer being in possession of an original valid tax clearance certificate at the time payment is due.

Notwithstanding anything above, the Engineer shall be empowered to withhold the delivery of the payment certificate until the Contractor has complied with his obligations to report in terms of Clause 4.10.2 and as described in the Scope of Work.

Clause 8.6.1.1.2:

The value of Plant and materials supplied by the Employer to be included in the insurance sum is **R 0-00 (Nil)**.

Clause 8.6.1.1.3:

The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is **R200,000-00 (incl. VAT)**.

Clause 8.6.1.3:

The limit of indemnity for liability insurance is **R5 000 000 (incl. VAT)** for any single claim – the number of claims to be unlimited during the construction and defects liability periods.

Clause 8.6.1.5:

In addition to the insurances required in terms of General Conditions of Contract Clauses 8.6.1.1 to 8.6.1.4 the following insurance is also required:

- (a) Insurance of Construction Equipment (including tools, offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the site for a sum sufficient to provide for their replacement.
- (b) Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993.
- (c) Motor Vehicle Liability Insurance comprising (as a minimum) “Balance of Third Party” Risks including Passenger Liability Indemnity.
- (d) Where the contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor’s Policies of Insurance.

Clause 8.6.6:

The evidence that the insurances have been affected in terms of Clause 8.6.1, shall be in the form of an insurance broker’s warranty.

Add the following clauses after Clause 9.2.1.3.8:

Clause 9.2.1.3.9:

The Contractor committed a corrupt or fraudulent act during the procurement process or the execution of the contract.

Clause 9.2.1.3.10:

An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited the Contractor.

Clause 10.5.3:

The number of ad-hoc Adjudication Board Members to be appointed is 1(one).

ADDITIONAL CONDITIONS OF CONTRACT

Add the following clause after clause 10

Clause 11: Details to be confidential

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

DATA PROVIDED BY THE CONTRACTOR

Clause 1.1.1.9:

The name of the Contractor is

Clause 1.2.1.2:

The address of the Contractor is

Physical

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

Postal

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

Telephone:

Fax:

Email:

Clause 1.1.1.14:

The Works shall be completed within

SIGNED ON BEHALF OF TENDERER:

DATE:

TENDER TDR 206/2021/2022
VOLUME 3: CONTRACT
PART 2: PRICING INSTRUCTIONS

1. The general conditions of contract, the special conditions of contract (if any), the specifications including the Specification Data, and the drawings are to be read in conjunction with the Bill of Quantities.
2. The Bill of Quantities comprises items covering the Contractor's profit and costs of general liabilities and of the construction of temporary and permanent works.
3. The Tenderer is at liberty to insert a rate of his own choosing for each item in the Bill of Quantities and his attention is drawn to the fact that the Contractor has the right, under various circumstances, to payment for additional works carried out and that the Engineer is obliged to base his assessment of the rates to be paid for such additional work on the rates inserted in the Bill of Quantities by the Contractor.
4. Descriptions in the Bill of Quantities are abbreviated and the schedules have been drawn up generally in accordance with the latest issue of Electrical Engineering quantities. Should any requirement of the measurement and payment clause of the applicable standardized specification, or the Specification Data, or the particular specification(s) conflict with the terms of the schedules or, when relevant, Electrical Engineering quantities, the requirement of the standardized, project, or particular specification, as applicable, shall prevail.
5. Unless otherwise stated, items are measured net in accordance with the drawings and no allowance has been made for waste.
6. The prices and rates to be inserted in the Bill of Quantities are to be the full inclusive prices to the Employer for the work described under the several items. Such prices shall cover all costs and expenses that may be required in and for the construction 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 tender is based.
7. The prices quoted for erection and installation shall include for all handling, loading, transporting and off-loading, to take plant and equipment to place on site where required, erection, installation, painting, commissioning, operating, testing, adjusting, handing over in proper working order and upholding for a period of 12 months, all as specified.
8. 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 schedules.
9. The Tenderer must price each item in the Bill of Quantities in **BLACK INK**. Corrections must be done by deleting, rewriting and initialling next to the amendment.

TENDER TDR 206/2021/2022
VOLUME 3: CONTRACT
PART 3: SCOPE OF WORK

This scope of works is set out in four (4) portions.

PORTION 1: THE WORKS covers a general description of the works or project, the facilities available, the requirements to be met and the applicable standards.

PORTION 2: SPECIFICATION DATA covers variations and additions to the standard specifications that are applicable to the contract.

All clauses in The Works and the Specification Data are preceded with "SD". In Portion 1, this is followed by a number. In Portion 2, this is followed by the relevant letter(s) and number of the relevant clause of the standard specifications. This will replace, amend or add to the standard specification with the same number. For a new clause the numbers follow on from the last clause number used in the relevant specification.

Any clause referred to in the standard specification will also include the relevant Specification Data.

PORTION 3: PARTICULAR SPECIFICATIONS cover all particular specifications.

All clauses in Particular Specifications are preceded with "PS" followed by a number.

PORTION 4: TECHNICAL SPECIFICATIONS covers a list of technical specifications supplied separately and/or bound with the tender document.

All clauses in Particular Specifications are preceded with "TSP" followed by a number.

PORTION 5: DRAWINGS covers a list of drawings supplied separately and/or bound with the tender document.

TENDER TDR 206/2021/2022
VOLUME 3: CONTRACT
PART 3: SCOPE OF WORK
PORTION 1: THE WORKS

SD 1: GENERAL DESCRIPTION OF CONTRACT

The work to be carried out under this contract entails the supply and installation of MV and LV electrical reticulation services to the new Seester and Dolphin Crescent Sewer Pump Stations and can be summarized as follows:

SD 1.1 SEESTER SEWER PUMP STATION

- a. Supply and installation of one (1) new 315kVA, 11/0.42kV minisub and associated plinth (complete with MV RMU, MV metering kiosk, bulk revenue meter, streetlight control panel and LV cubicle with LV switchgear).
- b. Supply and installation of one (1) new prefabricated concrete plinth for new M/S Seester.
- c. Installation of minisub earth ring network as per MBM standards and specifications.
- d. Supply and installation of 2x new 11/11kV, 70mm² copper, underground cables between M/S Nautilus Ln (existing) and M/S Seester (new) to tie into the existing 11kV ring network in the Tergniet area.
- e. Trenching between M/S Nautilus Ln (existing) and M/S Seester (new) in existing service corridors.
- f. Road crossings (drilling) underneath existing road infrastructure to install new cables.
- g. Disconnect existing 11/11kV, 70mm² copper cable in M/S Nautilus Ln and join with new 11/11kV, 70mm² copper cable to M/S Seester.
- h. Terminate 2x new 11/11kV, 70mm² copper, PILC cables on RMU disconnect switch in M/S Seester.
- i. Terminate 1x new 11/11kV, 70mm² copper, PILC cables on RMU disconnect switch in M/S Nautilus Ln.

SD 1.2 DOLPHIN CRESCENT SEWER PUMP STATION

- a. Supply and install one (1) new 80A, 3-pole MCB in LV cubicle of existing 9-way Distribution Kiosk (Dolphin Crescent).
- b. Connect new 80A MCB to existing busbars in kiosk.
- c. Supply and installation of 1x 600/1000V, 16mm², 4-core copper, underground cable from the new 80A circuit breaker in the existing Dolphin Crescent in order to provide an LV bulk supply to the new Dolphin Crescent Sewer Pump Station.
- d. Road crossings to be drilled.

The description of the scope of the contract must be viewed as merely an outline scope and shall not limit or bound the works to be performed under the contracts.

The tenderer shall refer to the tender drawings and schedule of quantities for specific detail.

The construction of the network will entail the added complexities of working inside an existing high-income residential area.

SD 2: DESCRIPTION OF SITE AND ACCESS

The project is located in the Tergniet and Reebok suburbs of Mossel Bay. Work will mostly be conducted within municipal servitudes but will also entail MV and LV terminations into existing equipment as well as trenching and road drilling to install cables.

SD 3: SERVICE CONDITIONS

Unless otherwise specified in the Technical Specifications, all equipment offered shall be suitable for use under the following service conditions:

Ambient temperature	-5°C to 50°C
Altitude	100 m
Average humidity	Not exceeding 95%
Wind pressure	Not exceeding 700Pa (equivalent to 34m/s)
Lightning flash density	Up to 2 flashes/km ² /annum
Level of atmospheric pollution	Low

SD 4: GEOTECHNICAL CONDITIONS

A geotechnical investigation has not been commissioned. A visual inspection indicated that limited to zero rock will be encountered. A limited amount of rock has been allowed for in the schedule of quantities.

SD 5: TOPOGRAPHICAL SURVEY

No topographical surveys have been conducted.

SD 6: CONSTRUCTION PROGRAMME & METHODS

SD 6.1 TIME FOR COMPLETION AND PROGRAMME

The estimated time for completion of the contract is a maximum of Three (3) months.

The above period includes the normal days of inclement weather as specified in the Specification Data and special non-working days listed in the Contract Data but excludes the standard builders holidays.

The Contractor will be required to develop and maintain for the full duration of the contract, a works programme whose purpose will be to ensure that the work is carried out and controlled in such a way that the contract is completed within the time stated in the tender or in the time extended by the Engineer in writing.

The Contractor shall take all aspects regarding the conditions on site, access, transportation, restricted working space, the availability of material, machines and labour into account during the tender stage and the compiling of a construction programme.

SD 6.2 CONSTRUCTION PROGRAMME

The Contractor must submit his construction programme within the time stated in the Contract Data. The programme is subject to the Engineers approval and remains so for the duration of the contract. If necessary, the Engineer may instruct the contractor to adjust his programme to suit other activities.

This programme shall be in the form of a sloping bar chart or other time/activity form acceptable to the Engineer. The programme shall clearly show the anticipated quantities and values of works performed each month.

The Contractor shall submit to the Engineer, at least three working days before each monthly site meeting, one paper print of the contract programme with detailed programmes (as described below) duly marked up to reflect the actual progress up to that date.

SD 6.3 DETAILED PROGRAMME

Detailed programmes (amplifying with certain aspects of the contract programme) must be submitted monthly at least 3 days before the site meetings.

SD 6.4 REPORTING

The Contractor shall submit to the Engineer at least three days before each monthly site meeting a monthly progress report, which shall include the following:

- (i) A summary of progress on site over the month immediately preceding the monthly site meeting. This shall be in the form of a detailed narrative to the contract programme.
- (ii) Highlight activities running late, indicating what steps have (or will) be taken (e.g. reprogramming), additional plant and/or labour resources, etc.) to ensure that the specified date of completion is not overrun.
- (iii) Status report of all plant employed on site.
- (iv) Status report of all labour resources employed on site.
- (v) Status report of all material on site."

No separate payment will be made for observing these requirements as it is deemed to be included in the amounts tendered for Schedule A: Preliminary and General.

SD 6.5 METHODS

Construction methods must be of such a nature that no person, property or improvements in the vicinity of the works is endangered. The Employer accepts no responsibility for any work executed without written permission outside the site of Works.

SD 7: SITE FACILITIES AVAILABLE

SD 7.1 SOURCE OF WATER SUPPLY AND SEWERAGE DISPOSAL

The Contractor shall make his own arrangements with regard to sewerage disposal, either a portable chemical toilet on each site or a sewerage connection on each site, in which case the Contractor shall pay for the connection at the rates and tariffs as determined by the local authority.

The contractor shall make his own arrangements for construction water and be responsible for all costs involved.

SD 7.2 SOURCE OF POWER SUPPLY

The Contractor shall make his own arrangements for obtaining power and be responsible for all costs involved.

SD 7.3 LOCATION OF CAMP SITE

The Contractor must make his own arrangements for a Camp Site. The location of the Contractors' camp including the material storage areas, will be subject to the Engineer's and Client's approval.

The Contractor shall be required to keep the camp site and depot neat and tidy at all times. Upon completion of the works, the Contractor shall clean up the area of the camp site,

remove all debris, rubble and waste and remove all possible oil and diesel spills, all to the satisfaction of the Engineer.

SD 7.4 HOUSING FOR CONTRACTOR'S EMPLOYEES

No housing is available for the Contractor's employees, and the Contractor shall make his own arrangements for housing his employees or transporting them to and from the site. The Contractor is in all respect responsible for the housing and transporting of his employees, and for the arrangement thereof, and no extension of time due to any delays resulting from this, will be granted. No housing on site shall be allowed.

SD 8: SITE FACILITIES REQUIRED

SD 8.1 FACILITIES FOR THE ENGINEER

Facilities required for use by the Engineer's site staff are not required.

SD 8.2 WATER, ELECTRICITY AND SEWAGE

The contractor shall, at his own expense, be responsible for obtaining and distributing the water and electricity required for construction and domestic use. The distribution of water and electricity, the cost of which will be deemed to be included in the tendered rates.

SD 8.3 SITE INSTRUCTION BOOK

The Contractor shall provide a triplicate book for site correspondence that shall be kept on site at all times. The Engineer will supply the Site Instruction Book.

SD 9: FEATURES REQUIRING SPECIAL ATTENTION

SD 9.1 DEALING WITH WATER

The Contractor is responsible for the control of storm water from adjoining areas, the site and groundwater. No additional payment will be made and it will be deemed to be included in the rates of the relevant items.

SD 9.2 SURVEY BEACONS

The engineer will indicate all benchmarks and other survey beacons to the contractor. Care shall be taken not to disturb such beacons.

SD 9.3 RECORD DRAWINGS

As the Works proceed the Contractor must keep detailed records of all changes to the plans. The actual position of all new and existing services must be indicated on the set of drawings supplied free of charge for this purpose.

The certificate of completion will only be issued once the Engineer has received the record drawings. No separate payment will be made for this and it will be deemed to be included in the rates for the relevant items.

SD 9.4 SAFETY

The Contractor must take the safety of the residents and their property into account during the planning and execution of the works. All open trenches, holes, services, material and machines must be protected and clearly marked.

SD 9.5 MINIMAL DISTURBANCE TO ENVIRONMENT

The site must be disturbed as little as possible, and environmental control measures implemented.

The site and surroundings are to be kept clean from building rubble, waste etc. throughout the duration of the contract. Roads used for transporting material shall be kept clean, and dirt free on a daily basis. No separate payment will be made for this and it will be deemed to be included in the rate for the relevant items.

Stacking of cut-down trees and vegetation on-site is not allowed, as this is a possible fire-hazard.

SD 9.6 SITE MAINTENANCE

During the progress of the work upon its completion, the site of the works shall be kept and left in a clean and orderly condition. The contractor shall at all times store materials and equipment for which he is responsible in an orderly manner and shall keep the site free from debris and obstruction.

SD 9.7 EXISTING SERVICES

Tenderers shall note that a number of services authorities will be affected during the execution of this project. Although the necessary wayleaves have been obtained in writing, it remains the responsibility of the tenderer to contact with these authorities during the implementation stage to effect the wayleaves. Authorities to be dealt with under this tender includes PetroSA, Transnet, Telkom, Provincial Roads and Mossel Bay Municipality.

The positions of existing services are shown on the drawings, where known. The Contractor shall note that although the drawings have been prepared using available information, they show only the approximate positions of existing services and shall be a guide only. The Contractor's attention is drawn to clause 5.4 of SABS 1200 A.

Before the Contractor commences operations, he must discuss with and have the approval of the Employer, authority or owner concerned regarding the method he proposes to use for relocating or safeguarding any services and existing works he may encounter during construction.

The positions of existing services shown on the Drawings are given in good faith and no guarantee can be given that:

- a) these services actually are in the approximate positions indicated.
- b) that these are the only services in the vicinity, and
- c) that the nature and description of these services are correct.

The Contractor shall be responsible to locate and safeguard any existing service or work he may encounter during construction and shall obtain clearance from the Employer, authority and the Engineer before commencing work in the proximity of existing services or works.

The Contractor shall be responsible for any damage to such existing services and works in the execution of this contract and shall reimburse the Employer, authority or the owner concerned for any repairs required and for damages.

The Contractor shall be responsible for immediately notifying the Engineer and the authorities concerned regarding any damage caused to public services and existing works.

The Authority concerned shall carry out any alternations to public services unless the Contractor is instructed otherwise.

The Contractor shall provide the necessary assistance during any operations necessary in connection with the removal, alternations or safeguarding of any public service.

SD 10: ACCOMMODATION OF TRAFFIC

Tenderers shall note that this project is located within an existing high-income residential area and that traffic accommodation will be critical. The successful contractor will be required to compile a traffic management plan for approval prior to commencement of works.

The travelling public shall have right of way on public roads and the contractor shall apply suitable construction methods, approved by the Engineer, for so controlling the movements of his equipment and vehicles that they will not constitute a hazard on the road.

Traffic shall be accommodated in accordance with the South African Road Traffic Signs Manual (Vol 2) Chapter 13: Roadworks Signing.

Owners of adjacent properties affected by each specific street shall be notified in writing at least 14 days in advance.

The contractor's tendered rates for the relevant items in the schedule of quantities shall include full compensation for all possible additional costs which may arise from the above.

SD 11: COMPLETION, TESTING, COMMISSIONING AND CORRECTION OF DEFECTS

SD 11.1 INSPECTIONS BY THE ENGINEER

Engineer's responsibility:

Inspections by the Engineer will take place on a sampling basis only. The Engineer is not responsible to ensure that the Contractor meets with the requirements of the Specification but will assist the Contractor in an effort to identify problem areas at an early stage. At no time will an inspection by the Engineer alleviate the Contractor of his responsibility to provide the Employer with a Contract Works which conforms in all respects with the requirements of the Specification.

At manufacturers' premises:

Wherever applicable, manufacturers shall inspect and test equipment and materials in accordance with the requirements of this Specification and the applicable SABS specifications. The Engineer shall have the right to attend such inspections and/or tests and shall therefore be given notice of such intended inspections and tests. Notice shall be in writing and shall reach the Engineer at least forty-eight (48) hours prior to the inspection or test time. The Engineer shall decide at his own discretion whether to attend the inspections or tests, or not.

Should the Engineer attend the inspections and or tests at the manufacturer's premises, such inspections shall be regarded as assistance only to the Contractor in an effort to identify any possible shortcoming at an early stage. The fact that the Engineer may attend the inspections or tests and approve the relevant equipment or materials at that stage, will in no way alleviate the Contractor of his responsibility to ensure that the equipment or materials meet with the requirements of the Specification.

On Site:

The Engineer will inspect the Contract Works as the work progresses. Typical unacceptable work will be identified and the Contractor will be expected to rectify such work and to prevent the recurrence thereof.

Contractor to be liable for cost of aborted first Handing Over inspection by the Engineer:

Should the Engineer have been advised in writing by the Contractor of the completion of the Contract Works and then find during the first Handing Over inspection that the Contract Works are incomplete, the inspection will be aborted and the Contractor shall have to arrange for a further inspection upon completion of the outstanding work. Furthermore, the Contractor will then be liable to pay the Engineer full professional fees on a time and cost basis for the time wasted during the aborted inspection. Should the Contractor fail to settle the Engineer's account, the Engineer reserves the right to issue a variation order on the Contract to omit an amount of money equal to the cost involved in which case the Engineer's account will be submitted to the Employer for settlement.

SD 11.2 INSPECTIONS BY THE CONTRACTOR

In terms of the Contract, the Contractor is responsible to ensure that the Contract Works conform to all the requirements of the Specification. To this effect, it is recommended that the Contractor shall inspect all materials and equipment prior to the installation thereof. In addition, the Contractor shall regularly inspect the Contract Works in order to ensure quality control.

Upon receipt of a written advice from the Contractor, requesting a first Take Over inspection, the Engineer will conduct an inspection in the presence of the Contractor or his representative and compile a fault list.

Upon receipt of a written advice from the Contractor that the remedial work has been completed and that a further Take Over inspection is requested; the Engineer will conduct a further inspection. Provided the Contract Works are acceptable and all required documentation has been submitted, the Engineer shall then issue a Taking Over Certificate.

Upon receipt of a written advice from the Contractor that a Completion inspection is required on the expiry of the Defects Liability Period, the Engineer will arrange for a final inspection (if deemed necessary by the Engineer). Provided the Contract Works are acceptable, the Engineer shall then issue a Completion Certificate.

SD 11.3 REQUIREMENTS FOR TESTING

The Contractor shall provide, at his own cost, the tools, instruments, equipment, and consumables necessary for the performance of the tests as required. The Contractor shall further arrange for the tests to be performed at times suitable for the Engineer, the Local Supply Authority and the Employer. The Contractor shall perform the tests in the presence of and to the satisfaction of the parties represented.

In general, the following tests shall be performed:

- a) Phase Identification and Rotation
- b) Pressure Tests on Outdoor Equipment
- c) Continuity Tests
- d) Earth Resistance Tests

After the successful completion of the tests, the Contractor shall issue the necessary certificates and submit same to the Engineer. In the case of the certificate of compliance by installation electricians which shall be issued in terms of the Act on Occupational Health

and Safety, the original of the certificate shall be submitted to the Local Supply Authority and a copy to the Engineer.

SD 11.4 COMMISSIONING

The Contractor shall commission the Contract Works upon approval thereof by both the Engineer and the Local Authority, after which the Taking Over of the Contract Works will take place.

SD 11.5 CERTIFICATES

The Contractor shall hand over the original copies of the required test certificates to the Engineer on completion of the project.

SD 12: EXTENSION OF TIME ARISING FROM ABNORMAL CLIMATIC CONDITIONS

The Contractor shall make allowance for the average rainfall and windy conditions that may exist during the contract period. All necessary steps shall be taken to proceed with the Works despite inclement weather. The Contractor shall however record all rainy and windy periods, which adversely affect the Contract. Extension of Time in terms of the General and Conditions of Contract and Special Conditions arising from abnormal climatic conditions, shall be applied as follows:

Delays on working days only (based on a five-day working week) will be taken into account for the extension of time, but the Contractor shall make provision in his programme of work for an expected delay of "n" working days caused by normal inclement weather, for which he will not receive any extension of time.

Extension of time during working days will be granted to the degree to which actual delays, as defined above, exceed the number of "n" working days as mentioned above.

When considering extension of time for abnormal climatic conditions, the effect of the loss of 15 working days per annum due to normal inclement weather shall be taken cumulatively over the whole contract period.

For portions of less than one year the appropriate number of days of normal inclement weather will be determined on a pro-rata basis based.

Should the Contractor wish to submit a claim for extension of time for the completion of the Works due to the Works being delayed by reason of exceptionally inclement weather he shall do so in writing and with the following details:

1. The times work was stopped and recommenced.
2. A motivation for the reasons construction could not continue, with reference to the agreed construction programme activities.
3. A report on active resources on site at the time of the disruption, which shall be certified by the Engineer's Site Representative or Clerk of Works.
4. The circumstances surrounding any instruction by a third party to stop work due to inclement weather (i.e. Industrial Council/Safety Officers, etc.).

The Contractor shall submit to the Engineer claims for all time lost due to inclement weather within 1 working day of the claim day, duly certified by the Engineer's Representative or Clerk of Works, as the case may be. A record of inclement weather will be kept and recorded at site meetings on a regular basis. Only when all parts of the contract have been handed over will claims, if any, be considered for exceptionally inclement weather.

The onus is on the Contractor to prove these claims.

The delays granted, in terms of this Clause, shall not automatically result in an overall extension of time being granted for completion of the Works unless the effect is clearly applicable to the critical path of the agreed construction programme activities and affects weather sensitive work.

SD 13: CERTIFICATES OF PAYMENT

The statement to be submitted by the Contractor shall be prepared in accordance with the standard payment certificate prescribed by the Engineer and shall consist of at least four sets of A4-sized paper copies.

All costs resulting from the preparation and submission of the statements shall be borne by the contractor.

SD 14: CONSTRUCTION IN LIMITED AREAS

In certain cases, working space may be limited. The method of construction in these restricted areas will depend largely on the contractor's plant. However, the contractor must note that measurement and payment will be according to the specified cross-sections and dimensions irrespective of the method used to achieve these cross-sections and dimensions, and that the rates and prices tendered shall be deemed to include full compensation for any difficulty encountered while working in limited areas and narrow widths, and that no extra payment will be made, nor will any claim for payment due to these difficulties be considered.

SD 15: SPOIL MATERIAL

No indiscriminate spoiling of material will be allowed. All surplus material shall be stockpiled at a site to be determined by the engineer and client within a radius of 1km of the works. All haul within this 1km radius shall be included into the rates tendered for cut to stockpile. Haul in excess of this 1km shall be paid for separately.

All surplus or unsuitable material shall be spoiled at a site to be provided by the contractor and approved by the Engineer. Such site shall meet with the approval of the local authority within whose area it falls, and the spoiling shall comply with all the statutory and municipal regulations.

SD 16: DRAWINGS

Any information in the possession of the contractor, which is necessary for the resident engineer to complete his "record" drawings, must be submitted to the resident engineer before a certificate of completion will be issued.

Only figured dimensions shall be used and drawings shall not be scaled unless so instructed by the Engineer. The Engineer will supply any figured dimensions, which may have been omitted from the drawings.

SD 17: LENGTH OF TRENCHES

No more than 100m of trench shall be opened in advance. No trench may be left open over a weekend or public holidays.

SD 18: SAMPLES

The contractor shall at his own cost, supply all samples that may be required. Material or work not conforming to the approved samples shall be rejected. The Engineer reserves to himself the right to submit samples to any tests to ensure that the material represented by the sample conforms to the requirements of the specifications.

SD 19: MANUFACTURER'S INSTRUCTIONS

The recommendations of the manufacturers of patented materials must be strictly adhered to regarding the use, mixing, application, fastening, etc. thereof except when otherwise instructed in writing by the Engineer.

SD 20: PROPRIETARY MATERIALS

Where proprietary materials are specified, it is to indicate the quality or type of materials or articles required, and where the terms "or other approved" or "or approved equivalent" are used in connection with proprietary materials or articles, it is to be understood that the approval shall be at the sole discretion of the Engineer.

SD 21: NOTICES, SIGNS, BARRICADES AND ADVERTISEMENTS

The contractor shall erect the necessary signs, notices and barricades for the duration of the contract in order to safeguard both the works and the public.

The Engineer may use signs and barricades as well as advertisements only upon approval, and the contractor shall be responsible for their supply, erection, maintenance, and ultimate removal and shall make provision for this in his tendered rates.

The Engineer shall have the right to have any sign, notice or advertisement moved to another position or to have it removed from the site of the works, should it in any way prove to be unsatisfactory, inconvenient, or dangerous to the general public.

Such notices, signs and barricades shall be provided and erected at the contractor's own expense.

The standard name board of the South African Association of Consulting Engineers is specified, the cost of which shall be included in the rates tendered.

SD 22: SETTING OUT OF WORK

The Contractor shall submit the method of setting out he proposes to employ to the Engineer. The Contractor shall provide accurate control offline and level at all stages of construction.

The Engineer may check work set out by the Contractor and the Contractor at his own expense shall rectify any errors found. The Contractor shall supply any instrument, equipment, material, and labour required by the Engineer for this survey work. Any assistance, including checking given to the Contractor by the Engineer or any setting out done by the Engineer for Contractor shall not be held as relieving the Contractor of his responsibility for the accurate construction of the Works.

The Contractor's survey instruments and survey equipment shall be suitable for the accurate setting out of the Works and shall be subject to the approval of the Engineer. They shall furthermore be checked and correctly adjusted by the authorized agents before the commencement of the contract and subsequently when required by the Engineer and when otherwise necessary.

When required the Contractor shall, at his own expense, provide one labourer to assist the Engineer. The Engineer shall have the sole right of approving of such a labourer.

Survey work shall not be measured and paid for directly and compensation for the work involved in setting out shall be deemed to be covered by the rates tendered and paid for the various items of work included under the contract.

SD 23: WORKMANSHIP AND QUALITY CONTROL

The onus to produce work which conforms in quality and accuracy of detail to the requirements of the specifications and drawings rests with the contractor, and the contractor shall, at his own expense, institute a quality-control system and provide experienced engineers, foremen, surveyors, materials technicians, other technicians and technical staff, together with all transport, instruments and equipment, to ensure adequate supervision and positive control of the works at all times.

The costs of all supervision and process control, including testing thus carried out by the contractor shall be deemed to be included in the rates tendered for the related items of work.

The contractor's attention is drawn to the provisions of the various standardized specifications regarding the minimum frequency of testing that will be required for process control. The contractor shall, at his own discretion, increase this frequency where necessary to ensure adequate control.

On completion of every part of the work and submission thereof to the Engineer for examination, the contractor shall furnish the Engineer with the results of all relevant tests, measurements and levels to indicate compliance with the specifications.

SD 24: TRANSPORT AND STOCKPILING OF MATERIAL

All costs of transporting material, including overhaul and stockpiling, shall be included in the applicable tendered rates. All references in the specifications to transport, overhaul and haul distances shall be deleted irrespective of whether or not the deletion is included in these Specification Data.

The contractor shall make his own arrangements for stockpiling of material. In this regard, he shall conclude all negotiations with land owners or local authorities.

SD 25: LIAISON WITH LOCAL AUTHORITIES

The contractor will have to liaise with local authorities regarding the following matters:

- (a) Dealing with traffic.
- (b) Locating of existing underground services.
- (c) Protection of existing services during construction.

All the relevant authorities were notified of above operations. It is then the contractor's onus to immediately contact all these authorities and to accommodate their involvement in his programme of work. The contractor should also warn the authorities at least 48 hours before the actual work commences. Compensation for delays, losses or accidents will not be considered should the contractor at any time have failed to keep the local authorities informed.

The engineer or employer must immediately be notified, should the contractor experience any problem regarding work, which involves a local authority.

SD 26: APPLICABLE STANDARDISED SPECIFICATIONS

Although not bound in nor issued with this document, SABS 1200 standardised specifications as well as relevant SANS specifications pertaining to the Electrical Installation shall form part of the contract document and shall apply.

SD 27: COMMUNITY LIASON AND COMMUNITY RELATIONS

In all dealings with the community and workers employed from within the community, the Contractor shall take due cognisance of the character, culture and circumstances of the community involved and shall at all times use his best endeavours to avoid the development of disputes and to foster a spirit of co-operation and harmony towards the project.

The Contractor shall at all times, keep the Engineer fully informed on all matters affecting the contractor and the community, and shall attend all community meetings relating to the project as may be reasonably required by the Engineer. All matters concerning the community shall be discussed and where possible, resolved at such meetings.

Where any resolution of a community meeting shall be contrary to the terms and provisions of the Contract, the Contractor shall not give effect thereto without a prior written instruction from the Engineer. Where the Contractor is of the opinion that any instruction of the Engineer issued in terms of this clause will result in the incurring of additional costs which were not provided for in his tendered rates and/or that a delay in the progress of the works will result, he shall be entitled to submit a claim in terms of Clause 48 of the conditions of contract, provided always that the period of twenty-eight (28) days referred to in Clause 48 shall be reduced to three (3) normal working days in respect of all claims submitted in terms of this clause.

SD 28: OCCUPATIONAL HEALTH AND SAFETY ACT

Please refer to Part 3 of Volume 2 and to the requirements of the Construction Regulations and the Health and Safety Specification included in Volume 3 Part 3 Portion 3. **The costs incurred for medical certificates, as required by the OHS Act of August 2014, must be included in the Bill of Quantities. Provision needs to be made for at least 15 labourers at approximately R600 per person.**

SD 29: ENVIRONMENTAL MANAGEMENT PLAN (EMP)

Not applicable.

SD 30: TRAINING

Allowance is to be made by the Contractor for the training of Institutional Staff in the setting up and operation of the various items of equipment supplied under the contract.

TENDER TDR 206/2021/2022
VOLUME 3: CONTRACT
PART 3: SCOPE OF WORK
PORTION 2: SPECIFICATION DATA

Although not bound in nor issued with this document, the following Standards and Specifications shall form part of the contract document and shall apply.

The Standards referred to or which are applicable to equipment, material or methods shall be the latest revised issue of the following:

SANS STANDARDS

SANS: 1274:2001	Coatings applied by the powder-coating process
SANS: 1700-7-3	ISO Metric Black Bolts, Screws and Nuts
SANS: 1700-7-2	ISO Metric Precision Bolts, Bolts and Nuts
SANS: 1574	PVC Insulated Cables
SANS: 152	Switch Disconnectors
SANS: 156	Moulded Case Circuit Breakers
SANS: 10198	Power Cables
SANS: 10199	Design/Installation of an Earth Electrode
SANS: 10200	Neutral Earthing in Industrial Power Systems
SANS: 529	Heat-resisting Wiring Cables
SANS: 555	Mineral Insulating Oils
SANS: 182-2	Earth Leakage Protection
SANS: 780	Distribution Transformers
SANS: 808	Cable Glands
SANS: 1037	Transformer bushing (voltage level)
SANS: 61241-1-1	Enclosure for electrical apparatus
SANS: 10142-2	Wiring of Premises
SANS: 10162-2	Use of Structural steel part 1, 2, 3, 4
SANS: 1765	Distribution Boards – Electrical
SANS: 1195	Busbars
SANS: 1213	Mechanical cable glands
SANS: 60529	Degrees of Protection
SANS: 1339	XLPE Insulated Cables
SANS: 1411	Cabling (material for insulating)
SANS: 1431	Weldable Structural Steel
SANS: 60384-1	Capacitors
SANS: 1473-1	Switchgear and Control Gear
SANS: 1474	UPS System
SANS: 1632-2	Batteries
SANS: 1652	Battery charger
SANS: 01313	Protection against lightning
SANS: 60060-1	High-voltage test techniques — Part 1: General definitions and test requirements.
SANS: 60815-1:	Selection and dimensioning of high-voltage insulators intended for use

	in polluted conditions – Part 1: Definitions, information and general principles
SANS: 60815-2:	Selection and dimensioning of high-voltage insulators intended for use in polluted conditions – Part 2: Ceramic and glass insulators for a.c. systems
SANS: 60815-3:	Selection and dimensioning of high-voltage insulators intended for use in polluted conditions – Part 3: Polymer insulators for a.c. systems

IEC STANDARDS

IEC: 60044-1:	Instrument Transformers – Current Transformers
IEC: 60044-2:	Instrument Transformers – Voltage Transformers
IEC: 60056 & 298:	Indoor switchgear
IEC: 60056-1 & 4:	Type testing
IEC: 60060:	Type testing
IEC: 60071:	Coordination of Insulation
IEC: 60076-1:	Power Transformers – Part 1: General
IEC: 60076-2:	Power Transformers – Part 2: Temperature Rise
IEC: 60076-3:	Power Transformers – Part 3: Insulation levels and dielectric tests
IEC: 60076-5:	Power Transformers – Part 5: Ability to withstand short-circuit
IEC: 60085:	Thermal evaluation and Classification of electrical insulations
IEC: 60099:	Lightning Arrestors
IEC: 60129:	Alternating current disconnectors (isolators) and earth switches
IEC: 60137:	Insulated bushings for alternating voltages above 1000 V
IEC: 60185:	Current Transformers
IEC: 60186:	Potential Transformers
IEC: 60214:	On-load Tap Changers
IEC: 60227:	PVC insulated electric cables
IEC: 60255:	Electrical relays
IEC: 60269:	LV Fuses
IEC: 60270:	Partial discharge requirements
IEC: 60282:	High voltage fuses
IEC: 60296:	Unused mineral insulating oils for transformers and switchgear
IEC: 60298:	AC metal enclosed switchgear for rated voltages above 1 kV
IEC: 60376:	Specification of technical grade sulphur hexafluoride (SF6) for use in electrical equipment
IEC: 60439:	LV switchgears and Control gear assembly
IEC: 60470:	Contactors (high voltages)
IEC: 60529:	Classification of degree of protection
IEC: 60694:	Degrees of protection provided by enclosure (IP code)
IEC: 60885:	Electric test methods for electric cables
IEC: 60896:	Batteries stationary and general method of testing
IEC: 60909:	Short-circuit current calculation in three phase AC systems
IEC: 61243-5:	Voltage detection systems
IEC: 62271-1:	Common specifications for high-voltage switchgear and control gear

	standard
IEC: 62271-100:	High-voltage switchgear and control gear Part 100: High-voltage alternating-current circuit-breaker
IEC: 50181:	Cable connection, outer cone-type systems

The listed specification shall be read in conjunction with the other specification of this package for the Installation of electrical equipment / system. CONTRACTOR shall follow the stringent one among them, which will be indicated by the ENGINEER in case of conflict between those specifications.

TENDER TDR 206/2021/2022
VOLUME 3: CONTRACT
PART 3: SCOPE OF WORK
PORTION 3: PARTICULAR SPECIFICATION

CONTENTS

Section	Description	Page
a)	Bound in the document	
	PS1. HEALTH & SAFETY SPECIFICATION	
	PS2. MOSSEL BAY MUNICIPAL GIS STANDARDS	
b)	Issued seperately	
	NONE	



Project Health and Safety Specification

In terms of OHS ACT 85 Of 1993 & Construction Regulations 2014

Project: CONSTRUCTION OF MIDBRAK SEWER NETWORK – BULK ELECTRICAL SERVICES FOR THE PUMP STATION

For: MOSSEL BAY MUNICIPALITY

Project Directory

Project Client

Name: Mossel Bay Municipality

Contact Details: 044 606 5282

Designer

Name: Element Consulting Engineering
82 Victoria St,
George Central
6529

Contact Details: 044 884 1138

OHS

Name: OHS Inc

Contact Details: 082 7717072
admin@ohsinc.co.za

Contact Person

Jacques van Graan

Other Parties

Roads & Storm water

Contact Details: 044 606 5264

Electrical

Contact Details: 044 606 5139

Project Details

Provisional Start Date:

TBA

Provisional Completion Date:

TBA

Proposed Contract Duration:

TBA

Proposed Project Value:

TBA

Notification of Construction Work:

Yes

Construction Work Permit Application:

N/A

Prepared by:

J van Graan

Date Prepared:

2 November 2021

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1. **Purpose**

1. **The purpose of this document is to provide health and safety information about specific project risks known by the Client, Designer and Client Agent. These risks are applicable to this project and may not necessarily be common knowledge to the Contractor. The Contractor must take this information into account and ensure that their tenders include adequate resources to deal with the matters detailed in this document. Compliance must be ensured by the Contractor and Appointed Sub-Contractor to all relevant legislation. Safeguarding of employees, sub-contractors and other persons affected by the construction activities must be ensured.**
2. **Reference should be made to the following documentation in conjunction with this safety specification (including existing surveys, drawings and reports):**
 - (a) Engineers Drawings
 - (b) Designers Input
 - (c) Tender Documents
3. Due to potentially dangerous operations being undertaken in construction, there is a possibility of incidents and accident which may lead to injuries or fatalities. In many instances non-compliances to the Occupational Health and Safety Act (OHS Act) has resulted in severe consequences for the parties involved. The Project Client is determined to ensure the highest health and safety standards throughout the Contract.
4. To ensure this The Project Client / Client Agent has prepared and published this document. This document should be used as a guideline for minimum levels of awareness and guidance for health and safety requirements for this Contract. The responsibility for adhering to these requirements rests with the Contractors.
5. **Every Employer will provide and maintain, as far as reasonably practicable, a set working environment that is safe and without risk to the health of his employees. OHS Act 85 of 1993 Section 8 (1)**
6. **Compliance with the OHS Act and Regulations will not be limited to this specification and the definitions contained in this document. Although the specification is reasonably detailed, it is not intended to be exhaustive**
7. **Tenderers are expected to be conversant with the requirements and effect of health and safety legislation, in particular the Construction Regulations, 2014, and the Occupational Health and Safety Act, 85 of 1993. Provision must be made in the tender submission to comply with all legal requirements.**
8. The Contractor's personnel will be responsible implementation all necessary legislative requirements. Document control and record systems associated with the legislation must be kept by the Contractor.
9. This document should be used to assist them Contractor towards achieving compliance with the OHS Act.
10. The Specification will be implemented during construction of the works Project Client / Client Agent has control over.
11. ***The Project Client is committed to ensure compliance to all the relevant legislation regarding Occupational Health and Safety as well as the prevention of incidents.***

12. This document must be used as a means of measuring performance of all parties entering into a contract with the project Client or Contractor in Occupational Health and Safety Standards.
13. The Project Client does not accept any liability which may result from the Contractor failing to comply with the Document; the Contractor remains responsible for achieving the required performance levels.
14. This document forms part of the Contract, and Contractors are required to make it part of their Contracts with Sub-Contractors and Suppliers.
15. ***The successful Contractor will ensure that a Safety Plan complying with all the relevant legal and other requirements as well as this document is compiled and approved by the Client/Client Agent before commencement of Construction.***

1.2 PROJECT DETAILS

Description of Work

Refer to Tender documents and BOQ for full scope of works

1.3. EXISTING ENVIRONMENT

Work will be conducted in Midbrak Tergniet, in a residential area as well as next to public roads

Public Access to the work site should be strictly controlled and public access must be prevented at all times, all trenches and open holes must be closed with solid barricading to prevent incidents occurring. No members of the public may be allowed to enter construction area to talk to employees. Safety warning signs, as well as road safety signs must be displayed at all barricaded work areas.

Access to and from public roads must be controlled, this includes delivery of materials etc.

All excavation areas should be clearly barricaded, and safety warning signs displayed.

Some work will be conducted next to public roads this will require interaction with vehicles making use of the roadway, sufficient barricading as well as flagmen must be available.

The contractor must ensure that they are aware of all existing services at the area of work and should consult the client to determine positions of existing services or make use of drawings provided.

The contractor must ensure compliance to Section 9 of the OHS Act 85 of 1993 **General duties of employers and self-employed persons to persons other than their employees** when performing work in public areas

1. Hazards particular to this project Baseline Risk Assessment

1.4 BASELINE RISK ASSESSMENT

Significant Risks and Hazards identified by the Client/Designer/Client Agent.

- COVID-19
- Public Traffic movement on roads that will be worked next to.
- Pedestrian Movement on sidewalk.
- Use of Construction Plant and Equipment. (TLB'S & Excavators)

- Lifting activities
- Loading and offloading activities
- Noise and Dust.
- Excavations. (Open trenches)
- Backfilling
- Compaction of soil
- Electrical Commissioning
- Electrical Tools and installations
- Earthing of electrical equipment and installations
- Working close to live electricity (Lockout & Tagout)
- Use of Grinders
- Mechanical works
- Fire.
- Hand tools
- Hazardous Substances
- Contact with effluent
- Manual Handling.
- Ergonomics
- Pinch Points
- Mechanical work
- Working close to or on top of existing underground services
- Stacking and storage of materials in work areas.
- Use of correct PPE
- Snakes and other poisonous insects
- Oil & Diesel spills (Environmental spills)
- Portable Electrical equipment (Grinders and Drills, Generators etc)
- Drilling under roads, water lines and railway tracks.
- Adverse weather conditions
- Environmental including spills

NOTE:

Please refer to end of Safety Specification for minimum control measures required to address these risks.

Traffic Management plan must be drafted and submitted to Mossel Bay Traffic Department for approval work areas must be controlled as per a Approved Traffic Management plan

The following materials and substances have, or may have, to be used in the works or is present and are identified as potentially posing special health and / or safety hazards during the project. Appropriate measures will need to be specified for their control:

- Petrol
- Diesel
- Hydraulic Oil
- Cement
- Silicone Sealers
- Raw Sewage

The following Project Client safety rules and/or requirements are to be observed:

COVID-19	• Daily screening must be conducted • Wash hands and sanitize regularly • Wear mask at all times
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	- Do not come to work if you feel sick or display symptoms of COVID-19 - Immediately report to your supervisor if you start feeling sick while at work
MANUAL LIFTING	Keep your back straight, Bend the knees, don't reach and lift, Get help for heavy loads.
FALLS & FALLING OBJECTS	- Wear safety harness at all times when working at heights. 100% tie off always - Look before you step, keep all work areas clean, stay out from under loads, don't use unsafe ladders.
WORKING WITH ELECTRICITY	- Avoid contact with energized electrical circuits, always use insulated tools, - Always use appropriate insulated rubber gloves and goggles - Follow lock out and tag out procedure requirements. - Never work on energized systems
UNSAFE USE OF TOOLS	Inspect regularly, report all defects at once, use the right tool safely, Put it away safely
PROTECTIVE EQUIPMENT	Ensure you use the correct PPE for the job at hand
HOUSEKEEPING	A clean job is a safe job, use waste bins, Pile materials safe and neat, Remove hazardous debris
TEAMWORK	- Plan all work with safety - Protect fellow workers - Ensure work areas are made safe before work starts
PPE	Always wear required PPE when performing work on site
Risk Assessment	No risk assessment no work (Risk assessments must be approved by contractor)
Inspections	Inspect all tools daily before use
Supervision	All work conducted must be supervised by a competent appointed person

Labour Records

At the end of each week the contractor will provide a written record, in schedule form reflecting the number and description of tradesmen and labourers employed by him and all his sub-contractors on the works each day. The record must also indicate total amount of people on site as well as total hours worked for the week.

Plant Records

At the end of each week the contractor will provide a written record, in schedule form reflecting the number, type and capacity of all plant, excluding hand tools, currently used on the works.

GENERAL PROJECT INFORMATION

The purpose of this section is to provide general health and safety information about construction risks which are applicable to the construction industry as a whole.

The Contractor must take all information in this section into account and ensure that their tenders include adequate resources to deal with the matters detailed below. All relevant risks must be dealt with in compliance with legislation

2. STANDARD OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION**2.1. *Scope***

1. This Section covers the requirements for eliminating and mitigating incidents and within the Contract. The scope addresses minimum legal compliance, hazard and risk management, promotion of a health and safety culture amongst all parties involved in the project and those affected by the activities taking place.
2. Contractors employed by The Project Client / Project Agent must ensure that the provisions of the specifications are applied both on the site and all off site activities relating to this project.
3. The Contractor must enforce the provisions of these Specifications amongst all subcontractors and suppliers for the project.

2.2 *Interpretation***2.2.1 *Application***

1. The Occupational Health and Safety Specification contains clauses that are applicable to building / construction and impose pro-active controls associated with activities that impact on human health and safety as it relates to plant and machinery. Compliance to the requirements of the Act is in addition to the requirements of the Occupational Health and Safety Specification and form part of the Contractor's responsibility. The Client / Client Agent will monitor that the Contractors compliance with the requirements of the OHS Act.

2.2.2 *Definitions*

For the purpose of this Occupational Health and Safety Specification following the definitions, hereunder will apply:

Construction Work (as defined in the Construction Regulations, 2014) 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

- 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 and, the making of excavation, piling, or any similar civil engineering structure or type of work;

Competent person

Means a person who

- (a) has in respect of the work or task to be performed the required knowledge, training and experience and, where applicable, qualifications, specific to that work or task: Provided that where appropriate qualifications and training are registered in terms of the provisions of the **National Qualifications Framework Act, 2000 (Act No. 67 of 2000)**, those qualifications and that training must be regarded as the required qualifications and training.
- (b) Is familiar with the Act and with the applicable regulations made under the Act;

Construction Vehicles

Means a vehicle used as a means of conveyance for transporting persons or material, or persons and material, on and off the construction site for the purposes of performing construction work;

Construction work permit

Means a document issued in terms of regulation 3

Contractor

Means an employer who performs construction work

Electrical Contractor

Means a person who undertakes to perform electrical installation work on behalf of any other person, but excludes an employee of such first-mentioned person

Electrical installation

Means any machinery, in or on any premises, used for the transmission of electricity from a point of control to a point of consumption anywhere on the premises, including any article forming part of such an electrical installation irrespective of whether or not it is part of the electrical circuit, but excluding

- (a) any machinery of the supplier related to the supply of electricity on the premises;
- (b) any machinery which transmits electrical energy in communication, control circuits, television or radio circuits;
- (c) an electrical installation on a vehicle, vessel, train or aircraft; and
- (d) control circuits of 50 V or less between different parts of machinery or system components, forming a unit, that are separately installed and derived from an independent source or an isolating transformer;

Excavation work

Means the making of any man-made cavity, trench, pit or depression formed by cutting, digging or scooping;

Health and safety file

Means a file, or other record containing the information in writing required by these Regulations

Health and Safety Plan

Means a site, activity or project specific document plan in accordance with the client's health and safety specification.

Master installation electrician

Means a person who has been registered as a master installation electrician in terms of regulation 11 (2) for the verification and certification of the construction, testing and inspection of any electrical installation;

Medical certificate of fitness

Means a certificate contemplated in regulations 7 (8) of the Act

Principal Contractor

Means an employer appointed by the client to perform construction work

Temporary works

Means any falsework, formwork, support work, scaffold, shoring or other temporary structure designed to provide support or means of access during construction work.

The Act

Means the Occupational Health and Safety Act, 1993 (Act no 85 of 1993)

Hazard identification

Means the identification and documenting of existing or expected hazards to health and safety of persons which are normally associated with the type of construction work being executed or to be executed;

Risk

Means the probability or likelihood that a hazard can result in injury or damage.

Risk assessment

Means a program to determine any risk associated with any hazard at a construction site, in order to identify the steps needed to be taken to remove or control such hazard

Site

Means the area in the possession of the Contractor for the construction of the works. Where there is no demarcated boundary it will include all adjacent areas, which are reasonably required for the activities for the Contractor;

System

Means an electrical system in which all the conductors and apparatus are electrically connected to a common source of electromotive force.

The Act

Means, unless the context indicates otherwise, the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and Regulations promulgated there under.

Hazard

Means a source of or exposure to danger which may cause injury or damage to persons or property;

2.3 General Health and Safety Provisions**2.3.1 Notification of Intention to Commence Construction Work**

1. A contractor who intends to carry out any construction work other than work contemplated in regulation 3(1), must at least 7 days before that work is to be carried out notify the provincial director in writing in a form similar to Annexure 2 if the intended construction work will—

- (a) include excavation work;
- (b) include working at a height where there is risk of falling;

- (c) include the demolition of a structure; or
 - (d) include the use of explosives to perform construction work.
2. A contractor who intends to carry out construction work that involves construction of a single storey dwelling for a client who is going to reside in such dwelling upon completion, must at least 7 days before that work.
 3. Proposed completion date on the notification should exceed the estimated completion date by at least 30 calendar days

2.3.2 Assignment of Contractor's Responsible Persons to Supervise Health & Safety on Site

2.3.2.1 Construction Manager Construction regulations 8(1)

1. A principal contractor must in writing appoint one full-time competent person as the construction manager with the duty of managing all the construction work on a single site, including the duty of ensuring occupational health and safety compliance, and in the absence of the construction manager an alternate must be appointed by the principal contractor.
2. Where the construction manager has not appointed assistant construction managers as contemplated in Construction Regulation 8(2) or, in the opinion of an inspector, a sufficient number of such assistant construction managers have not been appointed, that inspector must direct the construction manager in writing to appoint the number of assistant construction managers indicated by the inspector, and those assistant construction managers must be regarded as having been appointed under Construction Regulation 8(2).
3. No construction manager appointed under Construction Regulation 8(1) may manage any construction work on or in any construction site other than the site in respect of which he or she has been appointed.
4. A construction manager must in writing appoint construction supervisors responsible for construction activities and ensuring occupational health and safety compliance on the construction site.
5. Competency requirements – CV with proof of more than 3 years' experience in the same position, Legal liability training, General OHS Act & Regulations training, Construction Regulations & HIRA training Certificates

2.3.2.2 Assistant Construction Manager Construction regulations 8(2)

1. A principal contractor must upon having considered the size of the project, in writing appoint one or more assistant construction managers for different sections thereof: Provided that the designation of any such person does not relieve the construction manager of any personal accountability for failing in his or her management duties in terms of this regulation

2.3.2.3 Construction Safety Officer Construction regulations 8(5)

1. A contractor must, after consultation with the client and having considered the size of the project, the degree of danger likely to be encountered or the accumulation of hazards or risks on the site, appoint a full-time or part-time construction health and safety officer in writing to assist in the control of all health and safety related aspects on the site: Provided that, where the question arises as to whether a construction health and safety officer is necessary, the decision of an inspector is decisive.
2. No contractor may appoint a construction health and safety officer to assist in the control of health and safety related aspects on the site unless he or she is reasonably satisfied that the construction health and safety officer that he or she intends to appoint is registered with a

statutory body **SACPCMP** approved by the Chief Inspector and has necessary competencies and resources to assist the contractor. **SACPCMP registration certificate must be provided.** Parttime safety officer may be appointed for this project, but the client reserves the rights to change its decision to requiring a fulltime safety officer should the risks on site become too high or should non-conformance issues persist

2.3.2.4 Construction Supervisor Construction regulations 8(7)

1. A contractor must, upon having considered the size of the project, in writing appoint one or more **competent** employees for different sections thereof to assist the construction supervisor contemplated in Construction Regulation 8(7) and every such employee has, to the extent clearly defined by the contractor in the letter of appointment, the same duties as the construction supervisor: Provided that the designation of any such employee does not relieve the construction supervisor of any personal accountability for failing in his or her supervisory duties in terms of this regulation.
2. Where the contractor has not appointed an employee as contemplated in Construction Regulation 8(8), or, in the opinion of an inspector, a sufficient number of such employees have not been appointed, that inspector must instruct the employer to appoint the number of employees indicated by the inspector, and those employees must be regarded as having been appointed under Construction Regulation 8(8).
3. No construction supervisor appointed under Construction Regulation 8(7) may supervise any construction work on or in any construction site other than the site in respect of which he or she has been appointed: Provided that if a sufficient number of competent employees have been appropriately designated under Construction Regulation 8(7) on all the relevant construction sites, the appointed construction supervisor may supervise more than one site.
4. Competency requirements – CV with proof of more than 3 years' experience in the same position, Legal liability training, General OHS Act & Regulations training, Construction Regulations & HIRA training Certificates

The Contractor will submit proof of supervisory appointments and any relevant appointments in writing (as stipulated by the OHS Act), prior to commencement of work

2.3.3 Competency for Contractor's Responsible Persons

1. The Contractor's responsible persons will be competent in health and safety and will have undergone Health and Safety Management Courses.

Typical courses will include, HIRA, Legal liability, Incident Investigation, Construction regulations 2014 and OHS Act training. Proof must also be provided that the relevant appointed responsible person has experience related to the work that will be conducted

Proof of competence in regards to specific work that will be conducted must also be Available, this will include all relevant registrations required to perform electrical work for both the company as well as specific employees identified to perform specialised task

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

1. The Contractor will submit a letter of good standing with the Compensation Insurer to The Project Client / Client Agent, within 10 working days from receipt of the Letter of Acceptance from The Project Client / Client Agent. This shall be renewed as and when required so as to remain valid for the duration of the Contract **"No letter of Good Standing No work"**

2.3.5 Occupational Health and Safety Policy

1. The Contractor will submit a Health and Safety Policy with the Tender, signed by the Chief Executive Officer.

2.3.6 Health and Safety Organogram

1. The Contractor will submit an organogram to the Client/ Client Agent, outlining the Health and Safety Site Team as required and as related to the relevant appointments by the OHS Act. The organogram must include the legal reference under which each person is appointed as well as the persons contact number and e-mail address should one be available.

2.3.7 Risk Assessment for construction work

1. A contractor must, before the commencement of any construction work and during such construction work, have risk assessments performed by a competent person appointed in writing, which risk assessments form part of the health and safety plan to be applied on the site, and must include—
 - (a) the identification of the risks and hazards to which persons may be exposed to;
 - (b) an analysis and evaluation of the risks and hazards identified based on a documented method;
 - (c) a documented plan and applicable safe work procedures to mitigate, reduce or control the risks and hazards that have been identified;
 - (d) a monitoring plan; and
 - (e) a review plan.
2. A contractor must ensure that as far as is reasonably practicable, ergonomic related hazards are analyzed, evaluated and addressed in a risk assessment.
3. A contractor must ensure that all employees under his or her control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures and or control measures before any work commences, and thereafter at the times determined in the risk assessment monitoring and review plan of the relevant site.
4. A principal contractor must ensure that all contractors are informed regarding any hazard that is stipulated in the risk assessment before any work commences, and thereafter at the times that may be determined in the risk assessment monitoring and review plan of the relevant site.
5. A contractor must consult with the health and safety committee or, if no health and safety committee exists, with a representative trade union or representative group of employees, on the monitoring and review of the risk assessments of the relevant site.
6. A contractor must ensure that copies of the risk assessments of the relevant site are available on site for inspection by an inspector, the client, the client's agent, any contractor, any employee, a representative trade union, a health and safety representative or any member of the health and safety committee.
7. A contractor must review the relevant risk assessment—
 - (a) where changes are effected to the design and or construction that result in a change to the risk profile; or
 - (b) when an incident has occurred.

Ergonomic risk assessment Published 6 December 2019

- a) An employer must, before the commencement of any work that may expose employees to ergonomic risks, have an ergonomic risk assessment performed by a competent person.
 - b) The ergonomic risk assessment contemplated in paragraph (a) must be performed after consultation with the health and safety committee established in respect of a workplace under the employer's control or the health and safety representatives designated for that workplace or for different sections thereof.
- (2) The ergonomic risk assessment contemplated in subregulation (1) must–
- a) be conducted at intervals not exceeding two years; and
 - b) include–
 - I. a complete hazard identification;
 - II. the identification of all persons who may be affected by the ergonomic risks;
 - III. how employees may be affected by the ergonomic risks;
 - IV. the analysis and evaluation of the ergonomic risks; and
 - V. the prioritisation of ergonomic risks.
- (3) An employer must review the relevant ergonomic risk assessment made in accordance with subregulation (1) if–
- (a) such assessment is no longer valid;
 - (b) control measures are no longer effective;
 - (c) technological or scientific advances allow for more effective control methods;
 - (d) there has been a change in–
 - (i) the work methods;
 - (ii) the type of work carried out; or
 - (iii) the type of equipment used to control the exposure; and
 - (e) an incident occurs or medical surveillance reveals an adverse health effect, where ergonomic risks are identified as a contributing factor.

Baseline Risk Assessment

- A baseline Risk Assessment will be done by the contractor. The Risk Ratings will be analysed and categorised in three groups, low, medium and high risks. Procedures will be drafted to ensure that all high and medium risks can be performed safely. These procedures are included as Safe Operating Procedures and must be issued to all supervision.
- HSE Task / Issue Based risk assessments done on site should be able to extract data (Identified hazards & control measures) from the baseline risk assessment to assist with task specific risk assessments that would enable the site to implement the basic control measures without delay.
- The hierarchy catered for risk reduction will be to eliminate, substitute, engineering, administrative and signage/warning and protective equipment when considering controls to be put in place.
- The baseline Risk Assessment will be reviewed once a year or as soon as conditions change, or an incident occurs on any site.
- The HSE Manager will be responsible to add any procedures to eliminate, mitigate risks that have been identified during the review or investigation process.

Issue Based Risk Assessment

1. As circumstances and needs arise, separate risk assessment will need to be conducted. An additional risk assessment will need to be conducted when for example:
 - (a) A new operation introduced onto site
 - (b) A system for work is changed
 - (c) After an accident or a 'near miss' has occurred

Continuous Risk Assessment

1. This should take place continually, as it forms an integral part of day-to-day management.
2. It should be conducted by frontline supervisors on a **DSTI (Daily Safe task instruction)** on site and it is essential that formal training is provided to enable the said personnel to be efficient in conducting said assessment. The Contractor must ensure that the Risk Assessment identifies the hazards present in work activities on site. This must be followed by an evaluation of the risks involved taking into account those precautions already being taken.

2.3.8 Health and Safety Representative(s)

1. The Contractor will ensure that a Health and Safety Representative(s) are /is elected for every 20 employees on site and trained to carry out his / her functions. The appointment must be in writing. The Health and Safety Representative will carry out regular inspection, keep records and report to the supervisor to take appropriate action. He / She will attend Health and Safety Committee Meetings. The Health and Safety Representative will be part of the team that will investigate incidents, accidents & non-conformances. Competencies will include Safety representative training, HIRA, Legal liability as well as Incident Investigation.

2.3.9 Health and Safety Committee

1. The Contractor will ensure that monthly health and safety meetings are held, and minutes are kept on record. Meetings must be organized and chaired by the Contractor's Responsible Person. The Contractor will ensure that the *Health and Safety Representative(s)* is/are invited to attend the meeting as observer. Copies of the minutes must be made available to the Client/ Client Agent or Inspector.

2.3.10 Inductions

1. All Contractor's personnel shall undergo induction before commencement of work on the Project Site. Appropriate time must be set aside for training (induction and other) of all employees. Acknowledgement of receiving and understanding the induction shall be signed by all persons receiving this induction.

Prior to induction all Contractor's personnel shall undergo a pre-employment medical examination and be confirmed fit for duty. This examination shall be arranged by the Contractor at the Contractor's cost and a copy of the medical must be available in the safety file at all times

Employees are responsible for their own Health and Safety and that of their co-workers within their work area. They shall be made aware of their responsibilities during induction and awareness sessions which include:

- a. Familiarising themselves with their workplaces and Health and Safety procedures;
- b. Working in a manner that does not endanger them or cause harm to others;

- c. Keeping their work area tidy;
- d. Reporting all incidents / accidents / occupational ill-health and near misses;
- e. Protecting fellow workers from injury;
- f. Reporting unsafe acts and unsafe conditions;
- g. Reporting any situation that may become dangerous;
- h. Carrying out lawful orders and obeying HSE rules.
- i. Reporting to the employer when displaying any COVID-19 symptoms while at work or at home.

The Contractor shall ensure that all Contractor's personnel undergo general work induction with regard to the approved HSE Plan, general hazards prevalent on the Project Site, Construction Risk Assessments, HSE Rules and other related aspects.

The contractor must ensure that as new employees are brought to site during the project they must also undergo inductions before being able to perform any task on site.

Evidence of training skills and competencies shall form part of the Contractor's records. The contractor shall ensure that all Contractors' personnel are adequately trained in the type of work / tasks to be performed. This training shall extend to include relevant procedures, Hazard Identification and Risk Assessment. Contractor's personnel shall have the appropriate qualifications and shall work under competent supervision. Copies of records of appropriate training and qualifications for all employees shall be kept and maintained. When there is an amendment to an Act, Regulation, Contractor's HSE Requirements Document and/or HSE Plan, all affected staff shall undergo the relevant re-training.

2.3.11 Medical certificates of fitness

The Client will only accept medicals Conducted by Registered Occupational Health Practitioners who hold valid qualifications in occupational health (AIA Registration).

The Contractor shall ensure that all their Contractor's personnel have undergone a pre-employment medical examination and have available Annexure 3 before starting work on the Project. An exit medical examination shall be done by all employees before leaving the Project Site.

The preemployment and exit medicals shall, as a minimum, be to the standard of what is referred to as 'Red Ticket' medical fitness certification. If the contract is longer than 12 months, then this shall include an annual periodic medical. The medial certificate shall be issued before the employee commences work. If the Contractor does not provide proof of valid certificates of fitness for a Contractor's Employee, then such Contractor's Employee shall not be permitted access to the Project Site.

The medical certificate shall be renewed annually. Exit medicals shall be conducted prior to the termination of the employee's contract for / at the Project Site unless otherwise advised by the Client. The Contractor's Employees shall be issued with the required medical records to prove medical status at the time of exiting the Project Site. The Contractor shall provide a documented process for managing those employees who are issued with a conditional certificate of fitness.

The Contractor will provide a list of all employees on the project that will indicate the following information, Name & Surname, ID Number, Job Description, Date attended medical & Medical restrictions

2.3.12 Awareness

1. The Contractor will conduct, toolbox talks twice a week and before any hazardous work takes place. The talks will cover the relevant, daily, activity and an attendance register must be

kept and signed by all attendees. A record of the content of the topic will be kept on the site health a safety file.

2.3.13 Competency

1. After the Contractor has identified the training to be conducted, based on the Hazard Identification Risk Assessment (HIRA); he / she will send the relevant persons on appropriate courses and keep certificates of training for reference. The Appointed CR 8(1), CR8(7) and CR 8(8) must at minimum have attended the following training courses and have the required competency certificates
 - Legal Liability - SAQA US - 15136
 - Construction Regulations 2014 – SAQA US - 15136
 - HIRA – SAQA US - 244383
 - General OHS Act

2.3.14 General Record Keeping

1. The contractor will keep and maintain Health and Safety records to demonstrate compliance with the Occupational Health and Safety Specification and the Act. The contractor will ensure that all records of incidents, spot fines, training etc. are kept on site. All documents will be available for inspection by The Project Client / Client Agent or Inspectors.

2.3.15 General Inspection, Monitoring and Reporting

1. The Contractor will carry out daily inspections and investigate all incidents and report to The Project Client / Client Agent. The contractor will be required to keep records of all inspections and investigations which were undertaken and any other inspections and investigations by person's authorised to do so.

2.3.16 Internal Audits

1. The contractor's responsible person will conduct monthly Health and Safety Audits to ensure compliance with the OHS Act and Occupational Health and Safety Specification and communicate the findings to the Client Agent on a monthly basis. Records of audits must be kept, and non-conformance reported, investigated and corrective action must be taken to prevent re-occurrence.

2.3.17 External Audits

1. The Project Client / Client Agent will conduct health and safety audits to ensure compliance with the Occupational Health and Safety Specification and any relevant Health & Safety Legislation. All documentation held by the Contractor will be available for inspection.
2. Audits and Inspections may be conducted on an ad hock basis without informing the Contractor.
3. Any findings observed during these audits will be placed on an audit action plan that will show the deviation, the reason for the deviation occurring, the proposed actions that will be taken to correct the deviation, responsible persons name, proposed close out date, actual closed out date and a signature of the contractor's responsible person confirming the close out.

2.3.18 Emergency Procedures

1. The Contractor shall develop his own emergency response plan for both work areas and office areas and submit this plan to the Client Agent for approval. The plan shall be amended as required by the Client/Client Agent. The Contractor shall ensure that all personnel are

aware of and trained in the execution of the emergency plan. The procedure will detail the response plan including the following key personnel:

- (a) List of key personnel,
- (b) Details of emergency services,
- (c) Actions or steps to be taken in the event of the emergency; and
- (d) Information on hazardous materials / situations, including each material's hazardous potential impact or risk on the environment or human and measures to be taken in the event of an accident.

The emergency plan must also include procedure and processes to be followed in the event of electrocution as well as any other emergency situation that may occur while performing electrical works

2. Emergency procedures will include, but will not be limited to, COVID-19, fire, spills, accidents involving employees, use of hazardous substances, electrical shock or contact, etc. The Contractor will advise The Project Client / Client Agent in writing of any on site emergencies, together with a record of action taken, within 24 hours of the emergency occurring. A contact list of all service providers (Fire Department, Ambulance, Police, Medical and Hospital, etc.) must be maintained and available to site personnel.
3. The Contractor shall be responsible for ensuring that his emergency plan is reviewed annually, and after every incident which caused the emergency plan to be activated. Any changes made shall be briefed to all persons affected.

2.3.19 First Aid Box and First Aid Equipment

1. The Contractor will appoint in writing a First Aider(s) in line with the following requirements.
 - Where more than five employees are employed at a workplace, the employer of such employees shall provide a first aid box or boxes at or near the workplace which shall be available and accessible for the treatment of injured persons at that workplace.
 - Where more than 10 employees are employed at a workplace, the employer of such employees shall take steps to ensure that for every group of up to 50 employees at that workplace, or in the case of a shop or an office as contemplated in the Basic Conditions of employment Act, 1983 (Act No. 3 of 1983), for every group of up to 100 employees, at least one person is readily available during normal working hours, who is in possession of a valid certificate of competency in first aid
2. The appointed First Aider(s) must be sent for accredited first aid training before starting on site, or must be in possession of a valid certificate, of which copies are to be kept on site. The Contractors will provide, on site, First Aid Boxes, adequately stocked at all time, and ensure that the First Aid Box is accessible and fully controlled by a qualified First Aider. In addition, the location of these boxes must be indicated by means of Health and Safety Signage. A picture with the name and contact number of the First Aider on duty must be on displayed in all relevant areas.

2.3.20 Accident / Incident Reporting and Investigation

1. The Contractor will in addition to the prescribed requirements of the OHS Act investigate, record and report all reportable incidents. The investigations will be conducted by a qualified (Competence certificate required) person or persons who have sufficient The Contractor will in addition to the prescribed requirements of the OHS Act investigate, record and report all reportable incidents. The investigations will be conducted by a qualified **competent** (SAQA – US – 120335, 259617) person or persons who have sufficient knowledge to carry out an investigation. In the case of a serious injury, meaning one in which a loss of man-hours are

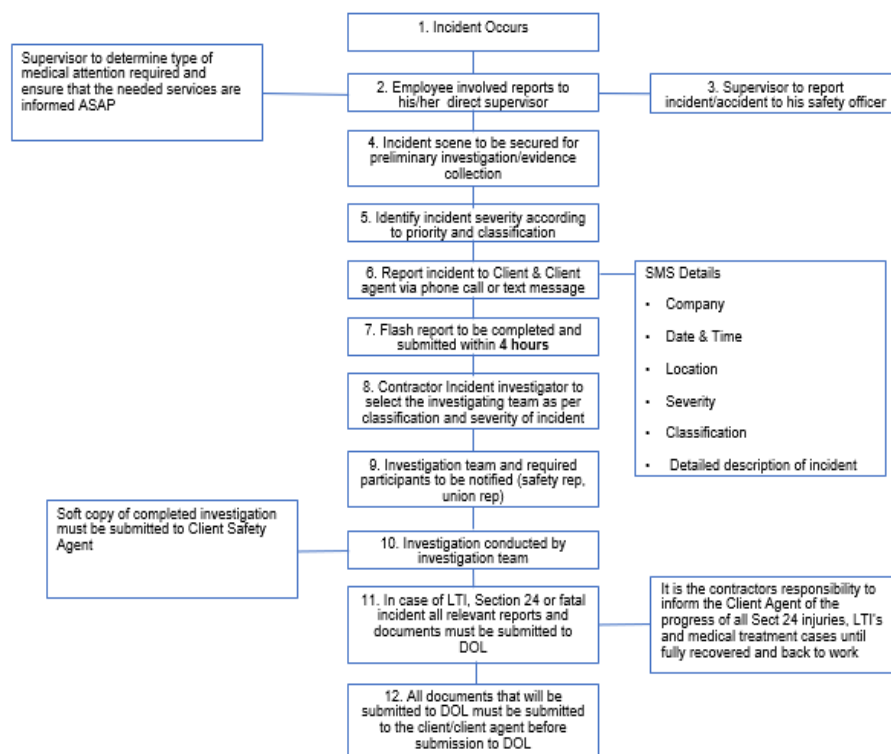
experienced exceeding 7 days, an independent investigator must be appointed by the Contractor. All incidents on site must be reported to the Client Agent within 1 hour of occurrence by means of a telephone call or text message via cell phone. A flash report will be completed and forwarded to the Client & Client Agent within four hours of incident occurrence.

Preliminary investigations must be submitted to the Client agent within three days of incident occurring, the investigation will be reviewed, and the client agent reserves the right to request changes made to the investigation upon agreement with the contractor. In the event of section 24 and LTI investigations a final investigation report will be compiled and submitted to the Client/Client Agent with a detailed action plan outlining precautionary measures that will be taken to prevent reoccurrences as well as any other actions needed and identified during the investigation process.

The contractor will provide to the Client & Client agent a scanned copy of the full final investigation as well as the following documents.

- Copy of the DSTI
- Copy of the risk assessment at the time of incident as well as a revised risk assessment.
- All appointments and competency certificates of supervision involved as well as injured person.
- Copy of injured person's pre-employment medical
- All medical reports e.g. First medical, follow up medicals as well as final medical and resumption report.
- Annexure 1 report of incident to department of labour
- Detailed action plan addressing all findings made during the investigation
- Proof of all close outs of findings made during the investigation
- Copies of all witness and other statements taken.
- Proof of Incident recall with all employees

Incidents will be managed according to the flow chart bellow



2.3.21 Hazards and Potential Situations Communication

1. The Contractor will immediately notify other Contractors or Sub-contractors of any hazardous or potentially hazardous situations, which may arise during performance of the activities.

2.3.22 Personal Protective Equipment (PPE) and Clothing

1. The Contractor will make provision and keep adequate quantities of SABS approved PPE or clothing on site at all times. These will be analysed by means of the Risk Assessment. The contractor must ensure that a **PPE survey** is conducted to determine the type of PPE that will be needed and indicate which job category will need what PPE this will include COVID-19. PPE issue records must be available for all PPE issued to employees on site, ensure each employee signs for their PPE

All employees must be trained regarding the use maintenance and limitations of PPE issued and for COVID-19 this will include the washing, drying and ironing of face masks

2. The Contractor will clearly outline procedures to be taken when PPE or clothing is:
 - (a) Lost or Stolen
 - (b) Worn Out or Damaged
 When and where it must be worn or used

2.3.23 Occupational Health and Safety Signage

1. The Contractor will provide adequate on site OHS signage complying with **SANS1186 requirements**. OHS signage will include, but will not be limited to, Construction area, Hard Hat / Helmet Area; Safety Goggles, Safety Shoes to be worn on site; Dust Masks to be worn in areas where there might be exposure to excessive dust; Ear Plugs / Muffs to be worn where there might be exposure over 85 dBA; Gloves; Safety Harness, etc. The Contractor will be responsible to maintain the quality and replacement of signage. Type of signage needed will be determined by the existing hazards and risks on site.

The contractor will also ensure ample informative and instructive COVID-19 posters are displayed at all areas where employees gather or perform their work

2.3.24 Consolidated Health and Safety File

1. The Contractor will in accordance with Construction Regulation 7(1)e, hand a consolidated health and safety file to the client on completion of construction work, this must include records of drawings, designs, entry/exit medicals, incident investigations, non-conformances raised or received, risk assessments as well as significant information regarding the construction of the completed structure.

2.3.25 Permits

1. The Contractor will issue a permit for all hazardous or dangerous activities to be carried out during construction. The following is a list of hazardous activities which need a permit:
 - (a) Working in Confined Space;
 - (b) Use of a Hazardous Chemical Substance, e.g. Asbestos, Lead;
 - (c) Use of Explosives and Blasting; and
 - (d) Piling.

All relevant required wayleave permits as per the Mossel Bay Municipal processes and procedures.

2.3.26 Contractor (Sub-contractors)

1. The Contractor will ensure that all Sub-contractors under his / her control are complying with the Occupational Health and Safety Specification, requirements by the Act, and any relevant legislation which may relate to the activities directly or indirectly. Each sub-contractor must sign a 37(2) agreement as well as some Construction regulations 7(1)(c)(v) contractor appointment before being allowed to perform any work.

2.3.27 Work Stoppage due to non-conformance

The Client Agent and the Client are entitled to stop the execution of the works and issue Nonconformance notices for serious / life threatening Health, Safety or Environmental violations. Any non-conformances / findings / observations found during audits / inspections shall, where practicable, be raised, discussed and resolved directly with the Contractor.

The conditions that can lead to work stoppages include but shall not be limited to:

- Management of change: This is when there are changes to the work environment (e.g., management / supervisory changes) and / or construction work (e.g. modifications to the design) at any phase of the construction period, and / or amendments with regards to the Clients rules and regulations and / or legislative amendments;
- Unsafe acts / behaviours by Contractor's personnel;
- Unsafe conditions resulting from unforeseen hazards, changes in working procedures, unexpected weather conditions and malicious acts of vandalism. In the event of unsafe conditions being identified by any person, the process to be followed shall be:
- The Client/Client Agent shall be informed immediately.
- The work activity shall be stopped immediately, and conditions made as safe as possible as an interim measure.
- The affected workforce shall be removed from the work area and the Contractor shall correct the Health and Safety deficiencies by allowing only the people in the area that are competent to make the area safe.
- The Contractor shall ensure that no other work is being performed in the area during this time. The area shall be barricaded and a sign placed with the wording "Unsafe Area – Authorized Access Only". Where necessary guards shall be posted to prevent entry.
- The Client Agent shall review the affected parts / sections of the HSE Plan with the purpose of providing additional HSE information to the Contractor to enable the establishment of a safe working environment.
- The Contractor shall revise the relevant sections in the HSE Plan to accommodate the changes.
- The Client Agent shall review the revised provisions in the HSE Plan to ensure they are adequate and approve it before the work activity is commenced. The work activity / work area shall be subject to additional monitoring in the initial stages to ensure that safe conditions remain.

Before the workforce is allowed back in the area, the Contractor shall ensure:

- The area is re-inspected by the Contractor's HSE personnel and Construction Supervisor who shall note corrective actions taken;
- Declare the area safe for work by signing off on the "work stoppage" notice issued by The Client Agent and or the Client.

2.3.28 Environmental Management

The Contractor shall comply with all relevant published legislation in regards to environmental requirements.

2.4 Occupational Safety

2.4.1 Excavations, Shoring, Dewatering or Drainage and Tunnelling

1. A contractor must -
 - (a) ensure that all excavation work is carried out under the supervision of a competent person who has been appointed in writing for that purpose; and
 - (b) evaluate, as far as is reasonably practicable, the stability of the ground before excavation work begins.
2. A contractor who performs excavation work –
 - (a) must take reasonable and sufficient steps in order to prevent, as far as is reasonably practicable, any person from being buried or trapped by a fall or dislodgement of material in an excavation;
 - (b) may not require or permit any person to work in an excavation which has not been adequately shored or braced: Provided that shoring and bracing may not be necessary where -
 - i. the sides of the excavation are sloped to at least the maximum angle of repose measured relative to the horizontal plane; or
 - ii. such an excavation is in stable material: Provided that -
 - (a) permission has been given in writing by the appointed competent person contemplated in Construction Regulation 13(1) upon evaluation by him or her of the site conditions; and
 - (b) (bb) where any uncertainty pertaining to the stability of the soil still exists, the decision from a professional engineer or a professional technologist competent in excavations is decisive and such a decision must be noted in writing and signed by both the competent person contemplated in Construction Regulation 13(1) and the professional engineer or technologist, as the case may be;
 - (c) must take steps to ensure that the shoring or bracing contemplated in paragraph (b) is designed and constructed in a manner that renders it strong enough to support the sides of the excavation in question;
 - (d) must ensure that no load, material, plant or equipment is placed or moved near the edge of any excavation where it may cause its collapse and consequently endangers the safety of any person, unless precautions such as the provision of sufficient and suitable shoring or bracing are taken to prevent the sides from collapsing;
 - (e) must 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 to ensure the stability of such building, structure or road and the safety of persons;
 - (f) must cause convenient and safe means of access to be provided to every excavation in which persons are required to work, and such access may not be further than six meters from the point where any worker within the excavation is working;
 - (g) must ascertain, as far as is reasonably practicable, the location and nature of electricity, water, gas or other similar services which may in any way be affected by the work to be performed, and must before the commencement of excavation work that may affect any such service, take the steps that are necessary to render the circumstances safe for all persons involved;
 - (h) must ensure that every excavation, including all bracing and shoring, is inspected -
 - i. daily, prior to the commencement of each shift;
 - ii. after every blasting operation;
 - iii. after an unexpected fall of ground;
 - iv. after damage to supports; and
 - v. after rain,
 by the competent person contemplated in Construction Regulation 13(1), in order to ensure the safety of the excavation and of persons, and those results must be

- recorded in a register kept on site and made available on request to an inspector, the client, the client's agent, any other contractor or any employee;
- (i) must cause every excavation which is accessible to the public or which is adjacent to public roads or thoroughfares, or whereby the safety of persons may be endangered, to be -
 - i. adequately protected by a barrier or fence of at least one metre in height and as close to the excavation as is practicable; and
 - ii. provided with warning illuminates or any other clearly visible boundary indicators at night or when visibility is poor,
 or have resort to any other suitable and sufficient precautionary measure where subparagraphs (i) and (ii) are not practicable;
 - (j) must ensure that all precautionary measures stipulated for confined spaces as determined in the General Safety Regulations, 2003, are complied with by any person entering any excavation;
 - (k) must, where the excavation work involves the use of explosives, appoint a competent person in the use of explosives for excavation, and must ensure that a method statement is developed by that person in accordance with the applicable explosives legislation; and
 - (l) must cause warning signs to be positioned next to an excavation within which or where persons are working or carrying out inspections or tests.
 - (m) No person may enter a tunnel, which has a height dimension of less than 800 millimetres.

2.4.2 Stacking of Materials

1. A contractor must, in addition to compliance with the provisions for the stacking of articles in the General Safety Regulations, 2003, ensure that -
 - (a) a competent person is appointed in writing with the duty of supervising all stacking and storage on a construction site;
 - (b) adequate storage areas are provided;
 - (c) there are demarcated storage areas; and
 - (d) storage areas are kept neat and under control.

2.4.3 Housekeeping and General Safeguarding on Construction Sites

1. A contractor must, in addition to compliance with the Environmental Regulations for Workplaces, 1987, promulgated by Government Notice No. R. 2281 of 16 October 1987, ensure that suitable housekeeping is continuously implemented on each construction site, including -
 - (a) the proper storage of materials and equipment;
 - (b) the removal of scrap, waste and debris at appropriate intervals;
 - (c) ensuring that materials required for use, are not placed on the site so as to obstruct means of access to and egress from workplaces and passageways;
 - (d) ensuring that materials which are no longer required for use, do not accumulate on and are removed from the site at appropriate intervals;
 - (e) ensuring that waste and debris are not disposed of from a high place with a chute, unless the chute complies with the requirements set out in regulation 14(6);
 - (f) ensuring that construction sites in built-up areas adjacent to a public way are suitably and sufficiently fenced off and provided with controlled access points to prevent the entry of unauthorized persons; and
 - (g) ensuring that a catch platform or net is erected above an entrance or passageway or above a place where persons work or pass under or fencing off the danger area if work is being performed above such entrance, passageway, or place so as to ensure that all persons are kept safe in the case of danger or possibility of persons being struck by falling objects.

2.4.4 Hazardous Chemical Substances (HCS)

1. In addition to the requirements in the HCS Regulations, the principal contractor must provide proof in the Health and Safety Plan that:
 - (a) Material Safety Data Sheets (MSDS's) of the relevant materials / hazardous chemical substances are available prior to use by the contractor. Mention should be made how the principal contractor is going to act according to special/unique requirements made in the relevant MSDS's. All MSDS's will be available for inspection by the agent at all times.
 - (b) Exposure monitoring is done according to OESSM and by an Approved Inspection Authority (AIA) and that the medical surveillance programme is based on the outcomes of the exposure monitoring.
 - (c) How the relevant HCS's are being/going to be controlled by referring to:
 - i. Limiting the amount of HCS
 - ii. Limiting the number of employees
 - iii. Limiting the period of exposure
 - iv. Substituting the HCS
 - v. Using engineering controls
 - vi. Using appropriate written work procedures
 - (e) The correct PPE is being used.
 - (f) HCS are stored and transported according to SABS 072 and 0228.
 - (g) Training with regards to these regulations was given.
2. The H&S plan should make reference to the disposal of hazardous waste on classified sites and the location thereof (where applicable).
3. The First Aider must be made aware of the MSDS and how to treat HCS incidents appropriately.
4. **All personnel that may get into contact with effluent must be inoculated against all possible medical conditions associated with the contact of effluent. Proof must be available in the safety file.**

2.4.5 Noise Induced Hearing Loss

1. Where noise is identified as a hazard the requirements of the NIHL regulations must be complied with and the following must be included / referred to in the Health and Safety Plan. The Contractor must be able to:
 - (a) Proof of training with regards to these regulations.
 - (b) That monitoring carried out by an AIA and done according to SABS 083.
 - (c) Medical surveillance programme is established and maintained for the necessary employees.
 - (d) Control of noise by means of:
 - i. Engineering methods considered
 - ii. Admin control considered
 - iii. Personal protective equipment considered/decided on
 - iv. Describe how records are going to be kept for 40 years.

2.4.6 Construction Plant

“Construction Plant” encompasses all types of plant including but not limiting to, cranes, piling frames, boring machines, and excavators, draglines, dewatering equipment and road vehicles with or without lifting equipment.

1. A contractor must ensure that all construction vehicles and mobile plant -
 - (a) are of an acceptable design and construction;
 - (b) are maintained in a good working order;
 - (c) are used in accordance with their design and the intention for which they were designed, having due regard to safety and health;
 - (d) are operated by a person who -
 - i. has received appropriate training, is certified competent and in possession of proof of competency and is authorised in writing to operate those construction vehicles and mobile plant;
 - ii. has a medical certificate of fitness to operate those construction vehicles and mobile plant, issued by an occupational health practitioner in the form of Annexure 3 of Construction Regulation 2014
 - (e) have safe and suitable means of access and egress;
 - (f) are properly organized and controlled in any work situation by providing adequate signalling or other control arrangements to guard against the dangers relating to the movement of vehicles and plant, in order to ensure their continued safe operation;
 - (g) are prevented from falling into excavations, water or any other area lower than the working surface by installing adequate edge protection, which may include guardrails and crash barriers;
 - (h) are fitted with structures designed to protect the operator from falling material or from being crushed should the vehicle or mobile plant overturn;
 - (i) are equipped with an acoustic warning device which can be activated by the operator;
 - (j) are equipped with an automatic acoustic reversing alarm; and
 - (k) are inspected by the authorised operator or driver on a daily basis using a relevant checklist prior to use and that the findings of such inspection are recorded in a register kept in the construction vehicle or mobile plant.
2. A contractor must ensure that –
 - (a) no person rides or is required or permitted to ride on a construction vehicle or mobile plant otherwise than in a safe place provided thereon for that purpose;
 - (b) every construction site is organized in such a way that, as far as is reasonably practicable, pedestrians and vehicles can move safely and without risks to health;
 - (c) the traffic routes are suitable for the persons, construction vehicles or mobile plant using them, are sufficient in number, in suitable positions and of sufficient size;
 - (d) every traffic route is, where necessary, indicated by suitable signs;
 - (e) all construction vehicles and mobile plant left unattended at night, adjacent to a public road in normal use or adjacent to construction areas where work is in progress, have appropriate lights or reflectors, or barricades equipped with appropriate lights or reflectors, in order to identify the location of the vehicles or plant;
 - (f) all construction vehicles or mobile plant when not in use, have buckets, booms or similar appendages, fully lowered or blocked, controls in a neutral position, motors stopped, wheels chocked, brakes set and ignition secured;
 - (g) whenever visibility conditions warrant additional lighting, all mobile plant are equipped with at least two headlights and two taillights when in operation;
 - (h) tools, material and equipment are secured and separated by means of a physical barrier in order to prevent movement when transported in the same compartment with employees;
 - (i) vehicles used to transport employees have seats firmly secured and adequate for the number of employees to be carried; and
 - (j) all construction vehicles or mobile plant travelling, working or operating on public roads comply with the requirements of the National Road Traffic Act, 1996.

2.4.7 Pressure Vessels Including Gas Cylinders

1. The Contractor will comply with Pressure Equipment regulations, including:
 - (a) Providing competency and awareness training to the operators;
 - (b) Providing PPE or clothing;
 - (c) Providing and maintain appropriate signage in areas Pressure equipment are
 - (d) used;
 - (e) Inspect equipment regularly and keep records of inspections;
 - (f) Providing appropriate firefighting equipment (Fire Extinguishers).

2.4.8 Fire Extinguishers and Fire Fighting Equipment

1. The Contractor will provide adequate, regularly serviced fire extinguishers located at strategic points on site. The Contractor will keep spare serviced portable fire extinguishers. The Contractor will have adequate persons trained or competent to use the Fire Fighting Equipment. Safety signage will be posted; indicating locations of fire extinguishers.

Fire Safety

The Contractor shall develop fire safety and evacuation procedures for any area under his control prior to the commencement of any work thereon. The procedure shall take into consideration the size of the area, types of work being done (e.g. cutting, welding, grinding, etc.), amount of combustible materials present etc. It shall take account of any hot work permit arrangements and all other applicable fire and evacuation procedures. All Contractor's personnel entering and working on the Project Site, shall be trained in fire safety and emergency evacuation and any other duties they are required to perform e.g. Fire Warden.

Existing fire management systems in buildings shall be maintained during construction whenever possible. Any changes shall be approved by the Client before implementation

Fire Safety Plan

The Contractor shall prepare a Fire Safety Plan which shall include:

- a) The designation and organisation of personnel to carry out fire safety duties, including fire watch service, if applicable.
- c) Emergency procedures to be used in the case of fire, including:
 - j. method of sounding the fire alarm;
 - k. notifying the fire department;
 - l. instructions to personnel;
 - m. fire-fighting procedures;
 - n. evacuation routes;
 - o. location of assembly points; and
 - p. Integration with existing site emergency procedures.
- c) The control of fire hazards in and around buildings.
- d) Maintenance of fire-fighting facilities.
- e) Display in strategic places a site plan that will illustrate the assembly points, locations of means of raising the alarm and extinguisher media. A plan shall be drawn up for each area under the Contractors control and shall, where appropriate, include office and welfare facilities.

2.4.9 Hired Plant and Machinery

1. The contractor will ensure that any hired plant and machinery brought to site is safe for use. The necessary requirements as stipulated by the OHS Act as well as those that are stipulated by this Occupational Health and Safety Specification, will apply. Health and Safety Induction is to be conducted with any hire plant or machinery operators and attendance of appropriate toolbox talks ensured. All operators of hired plant or machinery must be in possession of valid operator's certificates and medical certificates of fitness, as per requirement by the OHS Act.

2.4.10 Lifting Machinery and Tackle, Material Hoist and Cranes

1. A risk assessment shall be conducted prior to commencing with the task to identify the risk involved and appropriate mitigation measures must be put in place.
2. If it is the Principal Contractor's intention is to use lifting machines on site, it should be indicated in the Principal Contractor's SHE Plan as well as the inspection so that the Client can conduct an inspection when equipment is brought onto site. If it is the intention to use a contractor they must enter the name of the contractor into the Notification Letter to the Department of Labour (Notification of Construction work)
3. All lifting machine operators shall be competent to operate a lifting machine. They must be in possession of a valid training permit, issued in terms of the code of practice for the evaluation for lifting machine operators.
4. Whenever making use of a contractor to do lifting work, the Principal Contractor must ensure that the operator is competent and that a valid competence certificate as well as appointment letter is
5. Principal Contractor should verify if the lifting machines have been examined and a performance test carried out.
6. Any training should have been done according to the relevant Code of Practice by a provider registered by the Department of Labour.
7. Before using any lifting machines or tackle the operator should inspect it and confirm that it is suitable for use.
8. All lifting machines shall be examined and subjected to a performance test by an accredited person / company at intervals not exceeding 12 months.
9. All lifting tackle should be examined by an accredited person / company at intervals not exceeding 3 months.
10. Reference should be made to the requirements of the Driven Machinery Regulation 18 and Construction Regulation 19 and 22 of the OHS Act., for further specific requirement details.
11. All lifting tackle should be recorded on a register, maintained in the SHE File.
12. All hooks shall be fitted with a safety latch / catch and pop marks for hook spreading checking purposes.
13. All lifting tackle should be conspicuously and clearly marked with identification particulars and the maximum mass load which it is designed for.
14. A risk assessment should be conducted prior to starting with the task. Consideration should include:
 - Account taken of wind speed, direction and force;
 - Lifting machines erected taking into account a safe distance from excavations;
 - When working in close proximity to power lines, the contractor must apply for a permit.
 - Account should be taken of the bearing capacity of the ground.
 - The Principal Contractor and all other contractors are to ensure that all persons in and around the project site shall keep out from under suspended loads, including excavators, and between a load and a solid object where they might be crushed if the load should swing or fall.
 - They shall not pass or work under the boom or any crane or excavator or be close enough to be struck by a turning cranes counterweight. The risk assessment shall identify and define safe walking routes for pedestrians and protected routes for road vehicles.
 - Contractors and their employees shall ensure that crane loads are not carried over the heads of any workmen.
 - Guide ropes to be used to prevent loads from swinging.

15. Record Keeping:

- Record books and test certificates of lifting machined and tackle should be kept in the SHE File;
 - A copy of the risk assessment should be kept in a SHE File;
- Training certificates and certificates of fitness for operators of the equipment shall be kept on site.

2.4.11 General Machinery

1. The Contractor will comply with the Driven Machinery Regulations, which include inspecting machinery regularly, appointing a competent person to inspect and ensure maintenance, issuing PPE or clothing and training those that use machinery and enforce compliance.

2.4.12 Portable Electrical Tools / Explosive Power Tools

1. A contractor must, in addition to compliance with the Electrical Installation Regulations, 2009, and the Electrical Machinery Regulations, 1988, promulgated by Government Notice No. R. 1593 of 12 August 1988, ensure that -
 - (a) before construction commences and during the progress thereof, adequate steps are taken to ascertain the presence of and guard against danger to workers from any electrical cable or apparatus which is under, over or on the site;
 - (b) all parts of electrical installations and machinery are of adequate strength to withstand the working conditions on construction sites;
 - (c) the control of all temporary electrical installations on the construction site is designated to a competent person who has been appointed in writing for that purpose;
 - (d) all temporary electrical installations used by the contractor are inspected at least once a week by a competent person and the inspection findings are recorded in a register kept on the construction site; and
 - (e) all electrical machinery is inspected by the authorized operator or user on a daily basis using a relevant checklist prior to use and the inspection findings are recorded in a register kept on the construction site.

2.4.13 Public Health and Safety

1. The Contractor will ensure that each person working on or visiting a site, and the surrounding community, will be made aware of the dangers likely to arise from on-site activities and the precautions to be observed to avoid or minimize those dangers. Appropriate health and safety signage will be posted at all times. No visitor will be allowed to on site without permission of the Construction Supervisor or his/her Assistant. All visitors must complete a register, which should include the name, reason for visit and contact detail of said person. Should site offices be erected at the place of work the Contractor will ensure that the site is fenced on all sides with a minimum requirement of 1600 mm Diamond mesh, galvanised fence, this fence must have a gate fitted to ensure security and stop unwanted entrance to site. The gate must be closed at all times and access must be controlled.
2. Both the Project Client / Client Agent and the Contractor have a duty in terms of the OHS Act to do all that is reasonably practicable to prevent members of the public and others being affected by the construction processes to be aware and put preventative measure in place. The public or visitors will go through a brief health and safety induction detailing hazards and risks they may be exposed to and what measures are in place to control these hazards and risks. All visitors must complete a register, which should include the name, reason for visit and contact detail of said person.

2.4.14 Night Work

1. The Contractor will not undertake any night work without prior arrangement and a written permit from The Project Client / Client Agent. The Contractor will ensure that adequate lighting is provided for all night work and failure to do so will result in work being stopped.

2.4.15 Facilities for Safekeeping and Eating Area (Mess Room) for workers

1. There will be a temporary structure to serve as a mess room or eating area.

2.4.16 Working near Public Roads

Contractor's personnel executing work on or near public roadways shall wear clean high visibility vests as a minimum at all times. Work areas shall be adequately barricaded so as to prevent unauthorised access. Road works e.g. excavations, barricaded areas, shall be protected by orange cones or flags during daylight and by red or amber flashing lamps at night.

Road traffic warning signs shall be placed well ahead of the work area alerting road users of road works ahead as per road traffic signs, chapter 13 manual.

The Contractor shall provide the Client Agent with a plan of the work area depicting the work Zone and the positioning of all barriers and warning signs. Traffic management plan should be drafted for all areas where construction work will be conducted next to or on public roads, this traffic management plan must be submitted to the Mossel Bay traffic department for approval by the chief traffic inspector.

A trained and competent traffic safety officer (TSO) with proof of competency in line with the requirements of a competent person as set out in Construction regulations 2014. The traffic safety officer must also be appointed in writing.

All flag persons that will be used on site must be trained and appointed in writing

2.4.17 High Voltage Electrical Equipment

1. The Contractor will ensure that, where the work is under, on or near high-voltage electrical equipment the Electrical Regulations, together with safety instructions (Regulations of the Owner of the Equipment) are complied with.
2. Such equipment includes: -
 - Eskom and the Local Authority equipment
 - The Contractor's own power supply; and
 - Electrical equipment being installed but not yet taken over from a Contractor by The Project Client / Client Agent.

Electrical contractor

1. No person may do electrical installation work as an electrical contractor unless that person has been registered as an electrical contractor in terms of these Regulations.
2. Any person who does electrical installation work as an electrical contractor shall register annually in the form of Annexure 3 with the chief inspector or a person appointed by the chief inspector.
3. An application for registration as referred to in subregulation (2) shall be accompanied by the fee prescribed by regulation 14.

4. The chief inspector or a person appointed by the chief inspector shall register any person referred to in subregulation (1) as an electrical contractor and enter such registration into the national database: Provided that such person -
 - (a) has a fixed address and a telephone; and
 - (b) employs a registered person in a full-time capacity, or is himself or herself a registered person.

2.4.18 Structures

1. A contractor must ensure that –
 - (a) all reasonably practicable steps are taken to prevent the uncontrolled collapse of any new or existing structure or any part thereof, which may become unstable or is in a temporary state of weakness or instability due to the carrying out of construction work;
 - (b) no structure or part of a structure is loaded in a manner which would render it unsafe; and
 - (c) all drawings pertaining to the design of the relevant structure are kept on site and are available on request to an inspector, other contractors, the client and the client's agent or employee.
2. An owner of a structure must ensure that –
 - (a) inspections of that structure are carried out periodically by competent persons in order to render the structure safe for continued use;
 - (b) that the inspections contemplated in paragraph (a) are carried out at least once every six months for the first two years and thereafter yearly;
 - (c) the structure is maintained in such a manner that it remains safe for continued use;
 - (d) the records of inspections and maintenance are kept and made available on request to an inspector.

2.4.19 Scaffolding

1. A contractor must appoint a competent person in writing who must ensure that all scaffolding work operations are carried out under his or her supervision and that all scaffold erectors, team leaders and inspectors are competent to carry out their work. A contractor using access scaffolding must ensure that such scaffolding, when in use, complies with the safety standards incorporated for this purpose into these Regulations under section 44 of the Act as well as SANA 10085

2.5 Occupational Health

1. Exposure of workers to occupational health hazards and risks are very common in any work environment, especially in construction. The occupational hazards and risks may enter the body in three ways:
 - (a) Inhalation e.g. cement dust;
 - (b) Ingestion through swallowing;
 - (c) Absorption through the skin (pores) e.g. painting or use of thinners.
2. All contractors are to ensure that where employees are exposed to airborne contaminants, pre-employment medicals should be conducted to ensure fitness to work under such conditions.
3. All contractors will be responsible for the full cost of medical treatment that his staff may require; the contractor is therefore required to ensure that all his personnel are medically fit.

4. All Contractors should ensure that Occupational Hygiene surveys are conducted as per the Occupational Health and Safety Act to ensure employees is not exposed to hazards. Risk Assessments should identify areas where surveys are to be conducted.
5. All health hazards identified must also be addressed and control measures identified in the contractors site risk assessment.

2.6 COVID-19 (SARS-CoV-19 virus) Workplace Preparedness:

Background

Coronavirus Disease 2019 (COVID-19) is a respiratory disease caused by the SARS-CoV-2 virus and was declared a pandemic by The World Health Organisation. The Government of South Africa instituted a Nationwide lockdown from 26 March and during the lockdown only essential services were allowed to perform work. The South African Government has since decided to gradually phase out the lockdown and divided the phase out process into different levels ranging from level 5 to level 1.

To reduce the impact of COVID-19 outbreak conditions on businesses, workers, customers, and the public, it is important for all employers to plan now for COVID-19. The planning will involve updating plans to address the specific exposure risks, sources of exposure, routes of transmission, and other unique characteristics of SARS-CoV-2 (i.e., compared to influenza virus outbreaks).

Employers will be expected to comply with all requirement and regulations published by the South African Government to prevent potentially worsening outbreak conditions. Lack of continuity planning can result in a cascade of failures as employers attempt to address challenges of COVID-19 with insufficient resources and workers who might not be adequately trained for jobs they may have to perform under pandemic conditions.

The lack of contingency planning must also be addressed at the workplace as well as in the surrounding communities as this virus affects workplaces and surrounding communities.

This response plan remains in force for as long as the declaration of a national disaster published in Government Gazette 43096 on 15 March 2020 remains in force

General Precautionary Measures

COVID-19 Screening

Use checklists/Questionnaire completed daily by the employees that addresses symptoms of COVID-19 and where temperature measurements are noted. The document should at minimum include the following;

- Name and Surname of employee
- Home address
- Date Completed
- Date of Birth
- Job description
- Contact number as well as alternative contact number
- Next of kin details – Name, relationship, and contact details
- Site information

The following minimum questions regarding symptoms must form part of the document

- | | |
|----------------|--------|
| ○ Fever/Chills | Yes/No |
| ○ Cough | Yes/No |
| ○ Sore throat | Yes/No |

- | | |
|----------------------------------|--------|
| ○ Shortness of Breath | Yes/No |
| ○ Body Aches | Yes/No |
| ○ Redness of eyes | Yes/No |
| ○ Loss of smell OR loss of taste | Yes/No |
| ○ Nausea/vomiting/diarrhoea | Yes/No |
| ○ Fatigue/weakness | Yes/No |

- Employees temperatures must be tested at minimum twice a day.
- Ensure a minimum distance of at least 2 meters between workers.
- Avoid close contact with people suffering from acute respiratory infections.
- Frequent sanitizing and handwashing, especially after direct contact with ill people or their environment.
- Avoid crowded places and close contact with people who are unwell or showing symptoms of illness.
- People with symptoms of acute respiratory infection should practice cough etiquette (maintain distance, cover coughs and sneezes with disposal tissues or clothing, and wash hands).
- Wear N95 or surgical masks or cloth masks as per Department of Health specifications.
- Cover all wounds or cuts on hands with waterproof plasters.
- Practice good personal hygiene (e.g. after clean-up is carried out, after handling waste or other dirty items, and after visiting the toilet).
- Seek medical attention promptly if one is feeling unwell.
- All employees to be vigilant and always adopt good personal hygiene practices.
- Avoid handshakes, fist bumps or any type of physical contact.

Precautionary Measures Towards General Housekeeping / Waste Management

- Assign a team of employees to carry out cleaning and housekeeping daily.
- Provide facial masks, rubber gloves, safety glasses & other required PPE for housekeeping employees.
- Disinfect high human contact points such as doorknobs / door handles and tabletops with disinfectants such Hypochlorite, Alcohol min 70%, Hydrogen peroxide, phenolic compounds or Quaternary ammonium compounds on a daily basis. Consult labels and material safety data sheets for PPE and first aid requirements.
- Ensure waste bins are always covered/cleared daily.
- Clean up any spillages immediately.
- Clean toilets regular and pay attention to areas with high human contact such as water taps, door / towel / cistern handles, seats and cover flaps, wash basins, doorknobs, buttons and switches.
- Provide adequate supply of toilet paper.
- Do not use a common hand towel. Always use paper towel or hand dryers and liquid soap at all times.
- Ensure toilet – flushing apparatus is functioning at all times.
- Ensure that all sanitary pipes and fittings are in good working conditions.

Site Entry

- Daily toolbox talks will be introduced upon reporting for duty
- Employees will be sensitized on the precautionary measures with regard to the exposure and the personal hygiene of employees.
- Emphasize the importance of reporting symptoms such as cough, sore throat, high fever, and believe you may have been exposed to someone with the Novel Corona virus. Provide employees with the COVID-19 helpline number **0800 029 999**
- Encourage employees if they do have a mild cough or other flu like symptoms to visit the local clinic or doctor.

- If employees experience any of the above, they should report immediately to their Line Managers and / or HR Manager.
- Keep updated register of employees on site each day for tracing purposes should an employee test positive

Precautionary Measures For Handling Visitors

External visitors' access will be restricted. Only critical customer and supplier visitors will be allowed on site. Any other exceptions will also require site leader approval prior to entry.

Continued Precaution

Employees who have symptoms (such as a fever and a dry cough) or have reason to believe they were Exposed to someone diagnosed with Covid-19, may not come to work and must contact their local Human Resources representative immediately.

- Monitor themselves for fever (e.g. $\geq 37^{\circ}\text{C}$) and respiratory symptoms such as cough and breathlessness.
- If employees develop fever, cough, or breathlessness, or are feeling unwell, they should seek medical attention immediately at any outpatient clinic. Inform the clinic staff and the doctor of their travel history of the last 14 days. Wear a surgical mask before leaving their residence and avoid taking public transport.
- In emergency situations (e.g. difficulty in breathing), employees should call emergency ambulance services to take them to hospital.
- Employees should update their employer if they feel unwell and that they are seeking medical attention.

Risk assessment

Worker risk of occupational exposure to SARS-CoV-2 (the virus that causes COVID-19) during an outbreak may vary from very high to high, medium, or low (caution) risk. The level of risk depends in part on the industry type, need for contact within 2 metres (6 feet) of people known to be, or suspected of being infected with SARS-CoV-2, or requirement for repeated or extended contact with persons known to be, or suspected of being infected with SARS-CoV2. The contractor must conduct a full risk assessment addressing all hazards and risks in his/her work area associated with COVID-19.

The following classifications must be used for this purpose

Very High Exposure Risk

Very high exposure risk jobs are those with high potential for exposure to known or suspected Sources of COVID-19 during specific medical, post mortem, or laboratory procedures.

High Exposure Risk

High exposure risk jobs are those with high potential for exposure to known or suspected sources of COVID-19. Workers in this category include: Healthcare delivery and support staff (e.g. doctors, nurses, and other hospital staff who must enter patients rooms) exposed to known or suspected COVID-19 patients.

Medium Exposure Risk

Medium exposure risk jobs include those that require frequent and/or close contact with (i.e. within 2 meters of) people who may be infected with SARS-CoV-2, but who are not known or suspected COVID-19 patients. In areas without ongoing community transmission, workers in this risk group May have frequent contact with travellers who may return from international locations with widespread COVID-19 transmission.

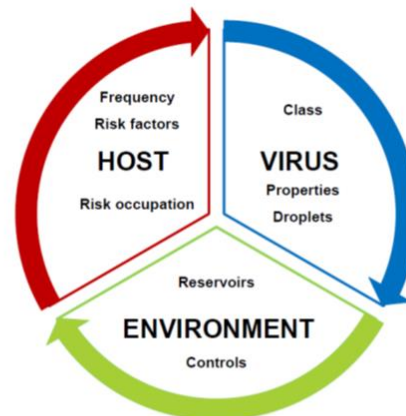
Lower Exposure Risk (Caution)

Lower exposure risk (caution) jobs are those that do not require contact with people known to be, or suspected of being infected with SARS-CoV-2, nor frequent close contact with (i.e. within 2 meter of) the general public. Workers in this category have minimal occupational contact with the public and other co-workers.

Back to basics....

Hazard identification & Risk assessment

- A risk assessment should be conducted in the workplace to determine the **RISK** of **EXPOSURE** to **COVID-19** and be **communicated to all workers**.
- This should be assessed with all other hazards
 - Biological, Physical, Chemical, Ergonomic
 - Psychosocial - exposure to long working hours, psychological distress, fatigue, occupational burnout, stigma, physical and psychological violence



Different workers have different risk exposures: based on job specific risk assessments, consider the following:

Implementing Workplace Controls

The legislation governing workplaces in relation to COVID – 19 is the Occupational Health and Safety Act, Act 85 of 1993, as amended, read with the Hazardous Biological Agents Regulations. Section 8 (1) of the Occupational Health and Safety (OHS) Act, Act 85 of 1993, as amended, requires the employer to provide and maintain as far as is reasonably practicable a working environment that is safe and without risks to the health of employees. Specifically section 8(2)(b) requires steps such as may be reasonably practicable to eliminate or mitigate any hazard or potential hazard before resorting to personal protective equipment (PPE). However, in the case of COVID–19, a combination of controls is required, although the main principle is to follow the hierarchy of controls.

With COVID-19, it may not be possible to eliminate the hazard, the most effective protection measures are (listed from most effective to least effective): engineering controls, administrative controls, safe work practices (a type of administrative control), and PPE. There are advantages and disadvantages to each type of control measure when considering the ease of implementation, effectiveness and cost. In addition to the types of workplace controls discussed below, the National Institute for Communicable Diseases (NICD) provides fact sheets that guide specific workplaces (employers and employees) in relation to recommended infection prevention strategies to implement in workplaces.

Engineering Controls

Engineering controls involve isolating employees from work-related hazards. In workplaces where they are appropriate, these types of controls reduce exposure to hazards without relying solely on worker behaviour and can be the most cost-effective solution to implement.

Engineering controls for SARS- CoV-2 include:

- Installing high-efficiency air filters (not to be relied on as the most appropriate in isolation of other controls).
- Increasing ventilation rates in the work environment.
- Installing physical barriers such as face shields.
- Specialized negative pressure ventilation in some settings (e.g. airborne infection isolation rooms in healthcare settings and autopsy rooms in mortuary settings).

Administrative Controls

Administrative controls require action by the employee and employer. Typically, administrative controls are changes in work policy or procedures to reduce or minimize exposure to a hazard. Examples of administrative controls for SARS-CoV-2 include:

- Encouraging sick workers to stay at home.
- Minimizing contact among workers, clients, and customers by replacing face-to-face meetings with virtual communications e.g. conference calls, Skype, etc.
- Minimizing the number of workers on site at any given time e.g. rotation or shift work.
- Discontinuing nonessential local and international travel. Regularly check travel advice from the Department of Health at: www.health.gov.za
- Developing emergency communications plans, including a task team for answering workers' concerns and internet-based communications, if feasible.
- Providing workers with up-to-date education and training on COVID-19 risk factors and protective behaviours (e.g. cough etiquette and care of PPE).
- Training workers who need to use protective clothing and equipment on how to put it on, use/wear it and take it off correctly, including, in the context of their current and potential duties. Training material should be easy to understand and available in the appropriate language and literacy level for all workers.

Safe Work Practices

Safe work practices are types of administrative controls that include procedures for safe and proper work used to reduce the duration, frequency, or intensity of exposure to a hazard. Examples of safe work practices for SARS-CoV-2 include:

- Providing resources and a work environment that promotes personal hygiene. For example, no-touch refuse bins, hand soap, alcohol-based hand rubs containing at least 70 percent alcohol, disinfectants, and disposable towels for workers to clean their hands and their work surfaces.
- Requiring regular hand washing or using of alcohol-based hand rubs. Workers should always wash hands when they are visibly soiled and after removing any PPE.
- Display handwashing signs in restrooms.

Personal Protective Equipment (PPE)

While engineering and administrative controls are considered more effective in minimizing exposure to SARS-CoV-2, PPE may also be needed to prevent certain exposures. While correctly using PPE can help prevent some exposures, it should not take the place of other prevention strategies. Examples of PPE include: gloves, goggles, face shields, face masks, gowns, aprons, coats, overalls, hair and shoe covers and respiratory protection, when appropriate. During an outbreak of an infectious disease, such as COVID-19, recommendations for PPE specific to occupations or job tasks may change depending on geographic location, updated risk assessments for workers, and information on PPE effectiveness in preventing the spread of COVID-19. Employers should check the NICD website regularly for updates about recommended PPE.

All types of PPE must be:

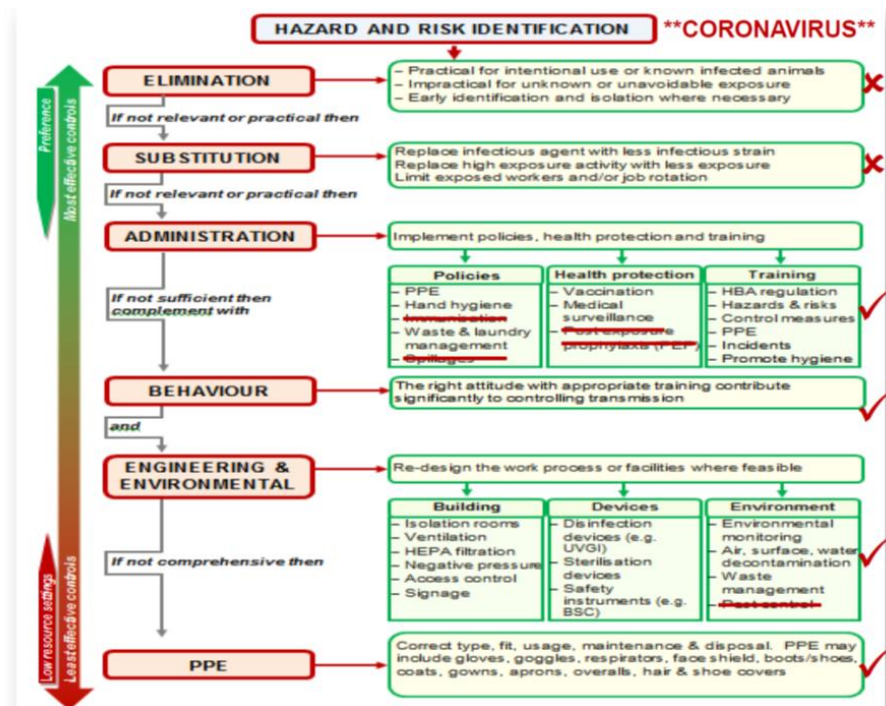
- Selected based upon the hazard to the worker.
- Properly fitted (e.g., respirators).
- Consistently and properly worn when required.
- Regularly inspected, maintained, and replaced, as necessary.
- Properly removed, cleaned, and stored or disposed of, as applicable, to avoid contamination of self, others, or the environment.

Employers are obligated to provide their workers with PPE needed to keep them safe while performing their duties. The types of PPE required during a COVID-19 outbreak will be based on the risk of being infected with SARS-CoV-2 while working and job tasks that may lead to

exposure. Workers, including those who work within 2 meters of patients known to be, or suspected of being, infected with SARS-CoV-2 and those performing aerosol-generating procedures, need to use respirators:

- Approved N95 half face mask as a minimum used in the context of a comprehensive, written respiratory protection program that includes fit-testing, training, and medical exams.
- The appropriate form of respirator will depend on the type of exposure and on the transmission pattern of COVID-19.

The process of implanting the hierarchy of controls may be summarised in Figure, below. If the first step of the hierarchy is not applicable, the employer must move to the next step.



Emergency Plan

Emergency preparedness plan must include the requirements as published by The Department of Employment and Labour in order to address any emergencies connected to the COVID-19 Virus that may occur on site.

Contractors must in accordance with regulations published make the following appointments

COVID – 19 Compliance Officer

(a) Will Oversee

- implementation of the plan referred to in subregulation (b): and
- adherence to the standards of hygiene and health protocols relating to COVID -19 at the workplace:

(b) develop a plan for the phased in return of their employees to the workplace, prior to reopening the workplace for business, which plan must correspond with Annexure E and be retained for inspection and contain the following information:

- which employees are permitted to work;
- what the plans for the phased -in return of their employees to the workplace are;
- what health protocols are in place to protect employees from COVID-19; and

- (iv) the details of the COVID -19 compliance officer:
- (c) phase in the return of their employees to work to manage the return of employees from other provinces, metropolitan and district areas: and
- (d) develop measures to ensure that the workplace meets the standards of health protocols, adequate space for employees and social distancing measures for the public and service providers, as required.

Guidelines for symptom monitoring and management of essential workers for COVID-19 related infection

Employees should be screened for COVID-19 **(All employers must ensure that thermal meters is available at each work area)** related symptoms and report such symptoms to a designated person and / or occupational health practitioner prior to entry into the workplace or work area in order for a decision to be made as to the staff member's continued attendance at work.

At the start of a shift and prior to ending the shift, designated persons and / or occupational health practitioner must check with employees whether they have experienced sudden onset of any of the following symptoms: cough, sore throat, shortness of breath or fever/chills (or $\geq 38^{\circ}\text{C}$ measured temperature if this is available at the worksite), in the past 24 hours as outlined in the symptom monitoring sheet. These are the current criteria for the identification of persons under investigation (PUI).

Should an employee report any of the abovementioned symptoms, s/he should immediately be provided with a surgical mask and referred to the designated staff at the workplace so that arrangements can be made for COVID-19 testing at the closest testing centre. Should an employee report any additional symptoms as outlined in the symptom monitoring sheet, s/he should be provided with a surgical mask and referred to the occupational health clinic, family practitioner or primary care clinic for further clinical evaluation and requirement for COVID-19 testing if indicated.

On receiving their results, the employee and/or health professional supporting the employee should notify their workplace so that the employee is managed accordingly. The workplace should proactively take steps to obtain this information to avoid any delays in reporting.

All employees on returning to work after isolation or quarantine period, should follow general work restrictions that include:

- undergo medical evaluation to confirm that they are fit to work
- wearing of surgical masks at all times while at work for a period of 21 days from the initial test
- implement social distancing measures as appropriate (in the case of health workers avoiding contact with severely immunocompromised patients)
- adherence to hand hygiene, respiratory hygiene, and cough etiquette
- continued self-monitoring for symptoms, and seek medical re-evaluation if respiratory symptoms recur or worsen

OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION REQUIREMENTS FOR CONSTRUCTION

ANNEXURE A

Notification of Intention to Commence Construction / Building work	To be completed and logged with the Department of Labour	Before commencement on site
Assignment of Responsible Person to Manage Building Work	All relevant appointments as per OHS Act	Before commencement on site
Assignment of Responsible Person to Supervise Building Work	All relevant appointments as per OHS Act	Before commencement on site
Medical Certificates of Fitness for all personnel on site	As per specifications and OHS Act	Before commencement on site
Competency for Responsible Persons	As per specifications and OHS Act	Before commencement on site
Compensation of Occupational Injuries and Diseases Act (COIDA) 130 of 1993	COIDA Requirement	Before commencement on site and during construction period
Occupational Health and Safety Policy	Contractor's Responsibility	At tender stage
Health and Safety Organogram.	Contractor's Responsibility	Before commencement on site
Health & Safety Representative	Section 17 OHS Act	Submit as soon as there are more than 20 employees on site

Assignment of Contractor's Responsible Persons

ANNEXURE B

The contractor **will** make the following appointments where applicable and ensure that CV's and competency certificates are attached to the relevant appointments* but are not limited to:

CEO or Business owner Section 16.1 Board resolution or acceptance of responsibility
(Competent Person for OHS) - OHS 16(2)*
Construction Manager CR 8(1)*
Assistant Construction Manager CR 8(2)*
Construction Safety Officer - CR 8(5)*
Construction Work Supervisor - CR 8(7)*
Construction Work Assistant Supervisor - CR 8(8)*
Risk Assessor - CR 9(1)
Competent person to perform Risk assessment and procedure training CR 9(3)
Fall Protection Planner – CR 10(1)
Excavation Supervisor - CR 13(1)
Construction Vehicle & Mobile Plant Operator - CR23(1)(d)*
Housekeeping Supervisor – CR 27
Stacking & Storage Supervisor - CR 28(a)
Fire Equipment Inspector - CR 29(h)
Emergency Coordinator - ER 9
H&S Committee Chairperson - OHS 19 (<i>where applicable</i>)
First Aider/s - GSR 3 (Compulsory)
Hazardous Chemical Substance Supervisor - HCS Regulations
Health and Safety Representative - OHS 17(1) (<i>where applicable</i>)
Incident / Accident Investigator - GAR 9(2)
Hand tool Inspector OHS Act section 8(i)
Ladder Inspector - GSR 13 A
Portable Electrical Equipment inspector EMR 10(4)
Competent Person to act as PPE inspector GSR 2
Responsible Person for Machinery - GMR 2(1)
COVID-19 Compliance officer – Disaster Management Act

OTHER Occupational Health and Safety Specification REQUIREMENTS**ANNEXURE C**

The contractor will comply and not be limited to the following requirements:

What	When	Output	Reference information
Awareness training Toolbox talks	Once a week and before hazardous work is carried out	Attendance Register	
DSTI	Daily before work starts	Signed document	Daily risk assessment and task planning
Health and Safety Committee Meetings	Monthly	Minutes signed by the employer (Contractor) Covering: a) Health and Safety Representative Checklist	
Health and Safety Reports	Monthly	Report covering: a) Incidents/Accidents and Investigations b) Non-conformance c) Health and Safety Training d) HIRA Updates e) Internal and External Audits	Incident reporting and investigation for The Project Client / Client Agent & Contractor form
General Inspections	As per Occupational Health and Safety Specification and OHS Act	Report on Occupational Health and Safety Specification and OHS Act compliance: a) Scaffolding b) Lifting Machinery c) Excavations	
General Inspections	Monthly	Covering: a) Firefighting Equipment b) First Aid boxes c) Portable Electrical Equipment d) Ladders e) Vehicle & plant inspections	
Record keeping	Ongoing	Covering: a) General complaints b) Fines c) General incidents d) MSDS e) Surveillance Medicals f) Inspection Register	
Permits	Before commencement with certain activities	As stipulated by the Occupational Health and Safety Specification and the OHS Act / Construction Regulations	

ANNEXURE D

Safety File Index

Item	Description
1.	OHS Act section 37.2 Agreement & CR 5(1)(k) Principal Contractor Appointment
2.	EHS Plan <u>(Approved by Client as well as contractor responsible person)</u>
3.	Contractor Policies <u>(As well as proof of communication to employees)</u>
4.	Scope of Work & Letter of award of contract
5.	Contractor Public Liability Insurance Cover <u>(Proof of cover and policy number)</u>
6.	Notification of Construction Work to Department of Labour (Copy) Stamped by DOL
7.	Client SHE Specifications <u>(Proof of communication to Construction Manager & Supervision)</u>
8.	Letter of Good Standing with a Licenced Compensation Commissioner (COID)
9.	Organisation Structure <u>(Must indicate legal appointment reference, contact number as well as e-mail address where applicable)</u>
10.	Induction <u>(Copy of training material and proof of training)</u>
11.	Risk Assessments <u>(Approved risk assessment by contractor and Agent as well as proof of communication to all employees)</u>
12.	Baseline risk assessment
13.	Area Emergency Plan site specific <u>(Proof of communication to employees)</u>
14.	All Safe work procedures relevant to tasks that will be performed tasks identified as high-risk activities during risk assessment process
15.	Appointments Letters <u>(Copy of legal appointments and competency/CV/Certificates)</u>
16.	Site Specific Audits and Internal Audits/Inspection Arrangements (Client as well as internal)

17.	Personal Protective Equipment <u>(Proof of issue as well as monthly inspections by supervision)</u>
18.	Workers Welfare Facilities & Waste Management <u>(Plot plan and inspections)</u>
19.	Toolbox Talks <u>(Topics and proof of communication)</u>
20.	Site EHS Meetings Arrangements
21.	Equipment/Tools Inspections Checklist/Registers
22.	Incident Investigations & WCL2 Forms
22.	Medical Surveillance Certificates as well as Annexure 3
23.	Copy of the Act
24.	MSDS'S of all chemicals that will be used on site (16 Point MSDS as required by law) <u>Proof of first aid requirements communicated with first aider</u>
25.	COVID-19

ANNEXURE E**BASELINE RISK ASSESSMENT**

	HAZARD	RISK	MINIMUM CONTROL MEASURES
1.	Excavations (Working in and around)	Toxic fumes Collapse of trench walls/trapping Falling into excavation Collapse of adjacent structures	• Deep excavations / monitor air for toxic fumes • Prevent collapse by sloping sides or install temporary support • Vehicles not allowed closer 2 meters form edge of excavation • Excavation inspections done by competent appointed person on daily basis • Provide ladders or suitable means of access/egress in case of emergency. • All excavations deeper than 2 meters must have detailed method statement/Risk assessment
2.	Electrical Commissioning	Electric shock	• Contractor to comply with permits/wayleaves to work issued by Client • Correct personal protective equipment to be worn by employees to prevent electric shock • Trained appointed First aider available on site at all times • Only registered competent, trained and appointed persons may decommission or commission electrical equipment
3.	Electric Tools and Electrical Installations	Electric shock Fire	• Electric tools and installations to be in safe condition • Inspect electric tools daily before use and monthly by competent person • Do not use electric tools in wet/damp conditions • Use correct protective equipment for working with or on electricity • Electrical installations register must be maintained by competent person after each inspection
4.	Working close to live electricity (Lock out & Tag out Procedure)	Electrical shock	• Ensure that wayleaves are obtained for work to be conducted • Wayleave must always be available on site . • Contractor must comply to wayleave requirements. • Contractor must not move past barriers installed by the client and stay clear of danger areas • Lockout and tagout procedure implemented •

	HAZARD	RISK	MINIMUM CONTROL MEASURES
5.	Working at heights	Personnel falling from height Falling debris Those beneath being injured	• All persons working at heights must have attended working at heights training and have the required competence certificate • All persons working at heights must receive training on the fall protection plan • All safety harnesses must be inspected by the user before each use and monthly by a competent person all findings noted on an inspection register • All defective equipment must be tagged and removed from service and work area. • All persons working at heights must always wear full body safety harness , ensure 100% hook up • All fall arrest equipment to be correctly stored and maintained
6.	Underground Services	Striking of buried services	• Establish what services are in the area. Consult drawings and advice from service provider when planning work in a certain area. Obtain wayleaves • Assume all service to be live (Unless confirmation is received to confirm that services are isolated or otherwise made safe). Do not work near live services without authorisation from site management or owner. • Comply with the requirements of the Municipality and safe system of work for underground services. • Where available, locate services with a calibrated locator • Only manual excavations close to any existing services
7.	Skin cable with hacksaw and / or cable knife	Sub-standard knives or saws used to skin cables Leaving knife blade exposed or unattended Using blunt blades on knives or hacksaws Failure to wear eye protection while using cable knives or saws.	• Wear appropriate PPE - Cut Resistant Gloves. • Ensure that blades are kept sharp and in a good condition. • Blunt blades requires more force and is more likely to slip and cause injury. • Always cut away from your body. • Only Skilled and Semi-skilled electricians will be allowed to use cable knives • Ensure that tools and equipment are inspected prior to use. • Ensure that blades are changed whenever it starts to tear instead of cut. • Wear appropriate PPE – Eye Protection. •

	HAZARD	RISK	MINIMUM CONTROL MEASURES
			Never use cable knives as a screwdriver or tin opener or any other purpose
8.	Use of Mobile Cranes		- Only trained competent/certified appointed employees to operate cranes. - All cranes must be inspected daily before use by the operator - Crane may not be used if derivations are noted during daily inspections - Mobile crane compliance certificates as per DMR must be current and up to date. - No safety devices shall be bypassed - Crane must be setup on even surface on stable compacted surface. - Ground where crane will be positioned shall be inspected for safe use and to determine how solid it is before the crane is positioned. - Area where crane will be used must be barricaded to prevent unauthorised access. - Only competent person to give hand signals to crane operator. - Load lifted with crane may not exceed 80% of the crane SWL. - Never exceed crane slew radius - Crane hook must always be centred with the load. - Operator must not talk on cell phone while operating crane. - Crane must not be used close to overhead powerlines without documented approved pre planning plans signed by user and client and owner of overhead powerlines. - Supervisor must be present at all times when using any crane.
9.	Use of Construction Plant and Equipment.	Plant failure, damage to equipment, property damage, injury, death	- Only use trained and experienced operators. - All equipment to be checked before use. - Plant to be placed on maintenance schedule, load test, certifications and visual inspection as per OHS Act. - Flagmen to accompany all mobile plant & equipment in work areas. - Inexperienced operators to work under supervision of experienced personnel.

	HAZARD	RISK	MINIMUM CONTROL MEASURES
			• Mobile plant to operate in barricaded areas and/or personnel to evacuate work areas close to mobile plant and equipment in operation. • Ground operating conditions to be checked by operator and foreman • High visibility clothing to be worn by all site personnel, audible warning systems when moving backwards, visible warning lights when in operation for all mobile plant. Spotters to be used where necessary.
10.	Earthing of electrical equipment and installations	Fatality, electrical shock	• Ensure that all installations and equipment used are earthed correctly. • Test equipment and installation to ensure that earthing is correct
11.	Noise and Dust.	Breathing in dust can cause long term health problems, noise can damage hearing	• Hearing protection, signage indicating high noise zones, regular noise level tests and/or testing as per OHS Act and or when required • Wear dust masks or respiratory masks • Dampen down and minimise dust where possible.
12.	Manual Labour loosening and fastening of items.	Injuries to hands and muscles	• Use correct tool for the job at hand • When using spanners work away from your body • Where possible use ring spanners when tightening bolts. • Do not work in uncomfortable positions.
13.	Manual Handling of General Items	Muscular skeletal injuries if the load is too heavy or awkward Operative falling/ tripping Contamination from the substance being carried Fall of material being carried	• Personnel should be aware of safe manual handling techniques • Personnel to wear Personal Protective Equipment when carrying items, e.g. safety footwear and gloves. • Awareness training for correct lifting method, use legs and not your back • Ensure good housekeeping to eliminate tripping/fall hazards. • Employee to get assistance if load is too heavy- team lift if necessary. • Utilise mechanical lifting and carrying aids where possible. • Personnel to ensure access equipment, ladders will take weight of employee and load being carried.

	HAZARD	RISK	MINIMUM CONTROL MEASURES
			Personnel to ensure item being carried is properly bonded or is not liable to break apart whilst being manually handled
14.	Working with hands	Hand Injuries	- Always wear gloves when working with hands. - Keep hands clear of pinch or crushing areas. - When cutting with Stanley knife cut away from your body. - Always ensure your hands are protected from injuries when using them.
15.	Overhead Services (Working near)	Contact with live services causing injury to personnel Damage caused to services	- Look First! Check the area for overhead power lines before bringing in equipment such as cranes, backhoes, and boom trucks. - Use a signaller if equipment or its load is closer than one boom length to overhead power lines. - Maintain the minimum distance from power lines 750 to 150,000 volts – 3 meters More than 150,000 to 250,000 volts – 4.5 meters More than 250,000 volts – 6 meters - Where contact is a danger, get the utility to insulate the lines. - Should contact occur stay in the machine. Generally, the safest course is to stay in the cab and remain calm. Don't touch the equipment and the ground at the same time. If you do, the current will make YOU its path to the ground. The results can be fatal. - Wear the correct personal protective clothing - Ensure height of plant/vehicles does not compromise or exceed clearance levels for overhead services
16.	Plant or Vehicles and Equipment Operation	Workers injured by passing traffic Road users and pedestrians at risk from plant operation Noise	- Implement traffic protection measures - Trained and competent operators must be used - Check plant and vehicles on daily basis before use and record inspections. Maintain vehicles in safe condition. - Medical certificates of fitness required for construction plant. - Crossing of road by construction vehicles or machines must be limited to the practical minimum

	HAZARD	RISK	MINIMUM CONTROL MEASURES
			- Plant and vehicles must be fitted with amber rotating beacons and reverse alarms. - Wear appropriate protective clothing/equipment, e.g. goggles, gloves, ear defenders, etc. as appropriate.
17.	Use of ladders		- Inspect ladder before use and area where ladder is needed - Ladder to be numbered and registered. - Replace all defective ladders. - Determine work to be done and length of ladder needed. - Use ladders specifically designed for electrical work - Good supervision. - Good communication between all parties. 3 Point contact while climbing up or down a ladder. - No tools or any loose items in hands while climbing. - Only one person on ladder at a time. - Ladder to be secured to the structure or kept in position by a second person - Make sure the ladder is long enough, never climb past second last rung of ladder
18.	Use of Grinders	Personnel can sustain injuries when moving parts are properly protected.	- All grinders must be inspected before use by the user. - Grinder to be inspected monthly by a competent person and finding noted on an inspection register. - Use grinding discs for grinding and cutting discs for cutting. - Check all discs before use. And ensure correct RPM and type of disk for activity being done, consult manufacturer's instructions for correct information - Use correct PPE face shield & safety goggles, gloves, safety shoes and overalls. - Ensure grinder is unplugged before changing discs.
19.	Rigging & slinging practices	Falling material Crushing by materials Hand injuries to the slinger Toppling crane	- Use ONLY trained and experienced personnel. ALL LIFTING AREAS WILL BE BARRICADED TO ALLOW ONLY AUTHORISED PERSONNEL. - Cranes to be checked and all statutory tests and checks to be current. All lifting tackle to be

	HAZARD	RISK	MINIMUM CONTROL MEASURES
			- checked before use by the user and quarterly by a competent person and statutory documentation to be current. SWL on all lifting machines and tackle to be visible and adhered to. - Rigging shall only be done by competent and trained employees. - Ensure inspection have been carried out - Ensure (SWL) is clearly visible on all lifting tackle used - Ensure items being lifted are hooked up correctly and load centred with. - Be aware that there should be a minimum clearance of 600mm between any slewing parts of a crane and any fixed installation to prevent being trapped. - Good communication at all times between crane operator and person in control of lifting activity.
20.	Loading & Offloading	Property damage Pinch, cuts and bruises to employees. Falling of tools, loads and equipment. Serious injuries/fatality. Minor to serious hand and finger injuries.	- Ensure area identified for offloading is even and ground conditions stable. - Area must be barricaded and no unauthorised entry allowed - Performing manual loading/offloading comply to manual handling procedure. - Ensure loads are hooked correctly when offloading with mobile crane. - Only use certified lifting equipment. - Only competent person to perform rigging and slinging - No person allowed under suspended loads. - Keep hands away from loads, never place hands under loads when being placed on a surface. - Never exceed crane or lifting tackle SWL.
21.	Fire.	Injuries to workers, pedestrians, residents, road users, damage to property through fire	- No littering on site which could become fire hazard, maintain site in clean condition. - No fires to be lit on site. Always have a serviced fire extinguisher at hand . - No smoking or naked flame near flammable substances - Ensure proper storage/use of Petrol/diesel/flammable substances – post warning notices

	HAZARD	RISK	MINIMUM CONTROL MEASURES
22.	Flammable Liquids and Gases (Use of)	Fire Explosion	- No littering on site which could become fire hazard, maintain site in clean condition. - Always have a working fire extinguisher at hand . - No smoking or naked flame near flammable substances or in unauthorised areas - Ensure proper storage/use of Petrol/diesel/flammable substances – post warning notices - Equipment must be in good condition, maintained - Personnel using substances must be trained in safe use and risks
23.	Hand tools	Injuries caused by use of hand tool Impact with the tool Falls due to access problems Contamination with substance being worked	- Inspect hand tools daily before use and complete inspection registers - Use the tool according to manufactures specifications - Tool is in good order and suitably sharp - Personnel must be instructed in tool usage and tool safely - Lighting is sufficient - Access is safe, working platform is secure, leading edge is guarded - Operative is wearing all necessary PPE - No homemade tools allowed on site
24.	Hazardous Substances	Injuries to workers through use of hazardous substances, e.g. injuries to eyes, skin, etc.	- Use substances in accordance with (MSDS) data sheet, particularly reference protective clothing required (example: gloves, goggles, etc.) - Regular inspection of all HCS containers must be conducted. - Any defects or damaged containers must be reported to immediate supervision. - First aider trained in regards to MSDS requirements
25.	Line of fire	Injuries	- Never stand in front of a person using power tools (Grinders) - Unsure at least two meter gap between employees using picks to perform trenching - Never stand in front of a person using a hammer.
26.	Pinch pointes	Amputation of fingers injuries to fingers	- Always wear gloves - Keep hands clear from pinch point and crushing areas - Use guide ropes to guide loads

	HAZARD	RISK	MINIMUM CONTROL MEASURES
27.	Oil Spills (Environmental requirements)	Contamination of environment	• Ensure all plant used on site do not leak oil • Place drip trays under mobile plant when not in use. • Clean oil and diesel spills immediately when observed • Ensure spill kit available on site at all times
28.	Compacting and Filling	Contact with tipping materials Contact with moving plant Vehicles/personnel falling into excavations Contact with underground services	• Trained employee to control vehicles movement • Only trained competent personnel to use plant • Correct personal protective equipment to be worn for task conducted • All employees must stay clear as materials are being tipped • Employees not involved with compaction process to stay clear of plant whilst materials are being compacted • Establish position of underground services and protect services from damage
29.	Compactor Operations	Crushing of feet	• Only trained and competent personnel to use the machine • Ensure operative wears steel toe cap shoes or boots at all times
30.	Ergonomics	Strains on muscles, joints and nerves	• Make sure that the body is not compromised at all in the work place • Ensure your body position and posture is conducive to comfort and that you have minimal distraction from physical discomfort. • This correct use of the body in the workplace is simply called 'correct ergonomics'.
31.	Housekeeping	Minor to Serious injuries Damage to property Fatality Slip trips and falls	• Equipment shall be stacked properly in a safe place. • All tripping hazards shall be removed from working site. • Designated walkways to be used. • Full waste containers to be emptied on regular basis. • All waste generated to be placed in bins or bags.
32	Personal Protective Equipment	Injuries or health conditions	• All employees must be issued with the required PPE as identified in risk assessment • All employees to be trained in the use, maintenance and limitations of PPE • Regular PPE inspections conducted by supervision

	HAZARD	RISK	MINIMUM CONTROL MEASURES
			Damaged PPE must be replaced immediately
33.	Management Of Change	Fatality, serious injuries or property damage	- Each operation to specify and define responsibility of each person involved and responsible for Management of Change. - The description shall also identify the specific documents (i.e. standards, codes of practice, process designs, inspection and approval notices, legislative requirements, etc.) that provide the operational or project engineering basis for changes. - These and every document involved in the change should be attached, if they are not part of a readily accessible standard / procedure. - Details of communications regarding the specific changes must be kept. - Shall be implemented to ensure the change management process is comprehensively managed
34.	Stacking & storage	Injuries and property damage	- Dedicated stacking and storage areas to be identified and used. - Walk ways to be kept clear. - Hazardous chemicals to be stored as per OHS Act and MSDS requirements. - No combustible and flammable material to be stored in same area. Articles shall not be stacked higher than three times the shortest base of the article. Secure materials and equipment.



MOSSSEL BAY MUNICIPALITY GIS DATA STANDARDS AND METADATA REQUIREMENTS

**Prepared By: Corporate GIS
May 2017**

Introduction:

The Mossel Bay Municipality's (MBM) GIS system plays a vital role in planning, documenting and decision-making processes within the MBM. To maintain, develop and streamline the GIS of the MBM data, standards need to be developed and implemented. This document addresses these issues by specifying the data requirements from a GIS perspective.

Please take note **Technical Schemas have been developed for Infrastructure Services (Electricity, Water, Sewer, Roads and Storm Water.) This must be used for capturing of any GIS DATA regarding these types of Services.**

Background:

The MBM has made use of GIS technology since 2012. As GIS technology developed various directorates have become more reliant on GIS. This has resulted in the need to establish a set of standards that can be issued with tender specifications that have a GIS component or when spatial data is requested from service providers.

The MBM utilises the ESRI software suite, namely ArcGIS version 10.4.1, which comprises ArcGIS Server, ArcSDE, ArcINFO, ArcEditors and ArcGIS Desktop.

GIS data standards:

When an empty Geodatabase has been provided by the Municipality:

- Capture all data and relevant fields as specified in the tender specifications
- If any other spatial data (Except for the feature classes provided) is included in the final deliverable this data should be in a feature dataset
- Data must be captured with the cadastral file used as background reference
- All raster data and symbolize layers must be excluded from the geodatabase and provided in a separate folder

When no Geodatabase has been provided by the Municipality:

Vector data

- All vector data must be submitted as Feature Classes (Points, Lines or Polygons) and preferably be provided in either a File Geodatabase or a Personal Geodatabase format. Alternatively, Shapefiles will suffice.
- Should the data be saved as an ArcGIS project, the **.mxd** should accompany the various spatial layers.
- Where specific symbols have been created a symbol file and/or a layer file should be submitted with the various spatial layers.
- All spatial layers created as part of a project commissioned by the MBM should be submitted with the final deliverable, as this will assist with determining the methodology used and the accuracy of the data. These files should be saved in a separate folder from the final deliverable.

Attribute data

- All field names must be in title case and understandable i.e. if provided as a Shapefile, the field names must be shorter than eight characters.
- If the field name is more than one word, underscores must be used e.g. Facility_Name.
- The attribute data text must be in sentence case.
- Metadata explaining the field names and field parameters must be provided
- Metadata explaining the file information must be provided e.g. Created by Author, Credibility, Date Created, Description and Summary.

GPS data

- All GPS coordinates must be provided as degrees, minutes and seconds, or as X and Y coordinates.
- GPS accuracy depends on the application for which the coordinates are being captured. Sub 1 m accuracy should be the norm when capturing engineering related activities, e.g. the location of water meters or water pipelines. When dealing with land related activities sub **2.5-meter** accuracy should be the norm, e.g. the location of a building or an erf.

Raster data

- All imagery provided to the MBM that relates to a specific project and that is required electronically must be submitted in Tiff format and should include a title, drawing reference number, name of company, scale, etc.
- All imagery purchased on behalf of the MBM or ordered directly from the various service providers must be georeferenced to the MBM cadastral.

- When purchasing imagery from a service provider, detailed terms of reference must be agreed on. This should include any additional deliverables, such as ground control points (x, y and z values) and the data bundles, in the case of satellite imagery.
- All imagery purchased on behalf of the MBM or as part of a project being undertaken for the MBM must be provided to the institution at no additional cost.
- All imagery provided to the MBM must come with a government multi-license, i.e. all government departments should have access to the imagery at no expense, only a license agreement should need to be signed.

Data accuracy

- Data accuracy is the responsibility of the service provider or vendor. Should the accuracy of the data not be to the satisfaction of the MBM, it is the responsibility of the service provider to correct the accuracy, at no additional cost to the institution.
- Metadata on the accuracy of any spatial data must accompany the final deliverable.

Data quality

- Data quality is the responsibility of the service provider or vendor. Should the quality of the data not be to the satisfaction of the MBM, it is the responsibility of the service provider to correct the accuracy, at no additional cost to the institution.

Projection

All spatial data provided to the MBM must be projected. The following Projected Coordinate System must be used:

Projection: Transverse_Mercator

False_Easting: 0.000000

False_Northing: 0.000000

Central_Meridian: 23.000000

Scale Factor: 1.000000

Latitude_Of_Origin: 0.000000

Linear Unit: Meter (1.000000)

Geographic Coordinate System: GCS_Hartebeesthoek_1994

Angular Unit: Degree (0.0174532925199433)

Prime Meridian: Greenwich (0.000000000000000000)

Datum: D_Hartebeesthoek_1994

Spheroid: WGS_1984

Semimajor Axis: 6378137.000000000000000000

Semiminor Axis: 6356752.314245179000000000

Inverse Flattening: 298.257223563

Hartebeesthoek94_Lo23

Authority: Custom

Metadata standards:

The following metadata should be provided with any spatial data being provided to the MBM. The metadata should preferably be accessible through ArcCatalog, i.e. XML file; alternatively, a separate word document can be submitted with the spatial data. For more detail on Spatial Metadata refer to SANS:1878 in South Africa.

Core metadata for spatial datasets:

No	Metadata	Explanatory Notes
Identification		
1	Dataset description	A brief summary of the dataset.
2	Purpose of the dataset	The purpose for which the dataset was created
3	Access constraints	Restrictions and legal prerequisites for accessing the data set.
4	Use constraints	Restrictions and legal prerequisites for using the data set after access is granted.
5	Format of dataset	Shapefile, Feature Class, GeoTIFF, etc.
Contact information		
6	Contact name	Contact name of the person responsible for creating the dataset.
7	Organisation	Organisation for whom the responsible person works.
8	Contact no. (Tel)	Telephone number of the responsible person.
9	Contact no. (Fax)	Contact fax number of the responsible person.
10	Contact e-mail	Contact e-mail address of the responsible person.
Citation		
11	Project Title	Name of the dataset.
12	Originator	The name of the organisation or individual that originally developed the data set.
13	Publication date	The date on which the data set was published or otherwise made available for release.
Status		
14	Progress	Complete, In progress, Draft or planned etc.
Spatial reference		
15	Geographic Coordinate System	GCS_Hartebeesthoek_1994
16	Projection	Transverse Mercator
17	Horizontal datum	D_Hartebeesthoek_1994
18	Ellipsoid	WGS_1984
19	Planar distance units	Meters
Data quality		
20	Attribute accuracy	Brief description of the attribute accuracy, e.g. not accurate, as the data needs to be verified/Very accurate/Verified on site.
21	Source information	Where the data was originated, e.g. created for the project or not sure.
Metadata reference		
22	Contact details	Who was responsible for creating the metadata?
23	Organisation	For which organisation does the person who updated the metadata work.
24	Contact details	Contact number of the responsible person.

NOTE:

All spatial data requested by or created for the MBM must be submitted in the format specified above and should include core metadata as per the above table. Should a service provider not be able to supply the spatial data to the MBM in the above - mentioned formats, it is his responsibility to obtain the relevant services or software at his own cost. Should a tool or application be developed for the MBM, all the source code is to be provided as part of the final deliverable.

Once the MBM has received a copy of the adopted metadata standards, the above - mentioned metadata requirements are likely to change.

TENDER TDR 206/2021/2022
VOLUME 3: CONTRACT
PART 3: SCOPE OF WORK
PORTION 4: TECHNICAL SPECIFICATIONS

TSP1 ORDER OF PRECEDENCE

Should any of the technical requirements in terms of the Specification and the Drawings for the Works be found to be contradictory, the following list of documents, in descending order of precedence, shall apply:

- a) Bill of Quantities
- b) National / International Standards and Specifications
- c) Technical Specification (Including Technical Schedules)
- d) Drawings
- e) Schedules

TSP2 CONTRADICTORY REQUIREMENTS

Should any requirements of the Specification and/or the Drawings be found to be contradictory, the Contractor shall bring such contradictions to the attention of the Engineer prior to the ordering of materials and/or equipment and prior to the execution by the Contractor of any work which may be affected by such contradictions.

TSP3 MINI-SUBSTATIONS

The specification for Minisubs covers the general requirements regarding the design, manufacturing, supply, testing before shipment, delivery, off-loading on site and positioning on a pre-constructed base (plinth), installation, site testing and commissioning, and handing over in a proper working condition of a new minisub and associated auxiliary equipment.

This means that the following primary equipment shall fall within the defined scope of supply:

- a) MV Ring-main Unit (switchgear), Power transformer complete with off-load tap-changer unit, LV switchgear and auxiliary equipment as per detail provided in the Technical Schedules (see Volume 2 Part 3 - Returnable Schedules).
- b) All fittings and accessories or apparatus which may have not been specifically mentioned above, but which are necessary and essential for the efficient working of the equipment, shall be deemed to be included in the scope.
- c) Installation of earth ring network around minisub plinth (as per MBM specifications and standards) and connection to minisub earth bar.
- d) Detail designs for all new minisubs.
- e) Detail General Arrangement drawing development for new minisubs.
- f) Finalization and approval of all equipment ratings before manufacturing.
- g) Complete Factory Acceptance Testing (with Client) prior to shipment to site.
- h) Shipping and delivery to site.
- i) Off-loading on site and positioning on a pre-constructed plinth (including transport and crane hire).
- j) Final assembly and oil filling on site.
- k) Commissioning assistance on site to ensure successful energization of the minisub.
- l) All End-of-Job documentation, including As-Built Drawings and O&M manuals.

The detailed requirements are presented in the technical schedules attached in Volume 2 Part 3 - Returnable Schedules of this tender document.

TSP4 CLEARANCES

The following table provides the minimum clearance distances required for the installation.

System Nominal Voltage (kV)	System Highest Voltage (kV)	Minimum Electrical Clearance		Working Clearance	
		Phase to Earth (mm)	Phase to Phase (mm)	Vertical (m)	Horizontal (m)
3,3	3,6	80	110	2,5	1,2
6,6	7,2	150	200	2,6	1,2
11	12	200	270	2,7	1,3
22	24	320	430	2,8	1,4
33	36	430	580	2,9	1,5
44	48	450	730	3,0	1,6
66	72	770	1 050	3,2	1,8
88*	100	840	1 150	3,3	1,9
		(1 000)	(1 350)	(3,5)	(2,1)
132	145	1200	1650	3,7	2,3

TSP5 PRECAUTIONS, WARNINGS AND INCONVENIENCES

The Contractor shall take all the necessary precautions and provide the necessary warning signs, tapes and/or lights to ensure that the public and/or employees on Site are not endangered. The requirements of the Occupational Health and Safety Act, Act 85 of 1993, shall be strictly adhered to.

The Contractor shall ensure that the excavations will not endanger existing structures, roads, railways, other Site constructions or other property.

Trenches across roads, access ways or footpaths shall not be left open. If trenches cannot be completed and back-filled immediately, the Contractor shall install temporary "bridges" or cover plates of sufficient strength to accommodate the traffic concerned.

TSP6 MECHANICAL EXCAVATORS

Power driven mechanical excavators may be used for trenching operations provided that they are not used in close proximity to other plant, services or other installations likely to be damaged by the use of such machinery.

The use of power-driven mechanical excavators shall be subject to the approval of the Engineer. Should the excavator produce trenches that exceed the required dimensions, payment based on volumetric excavation rates will be calculated on the required dimensions only.

TENDER TDR 206/2021/2022

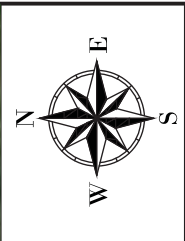
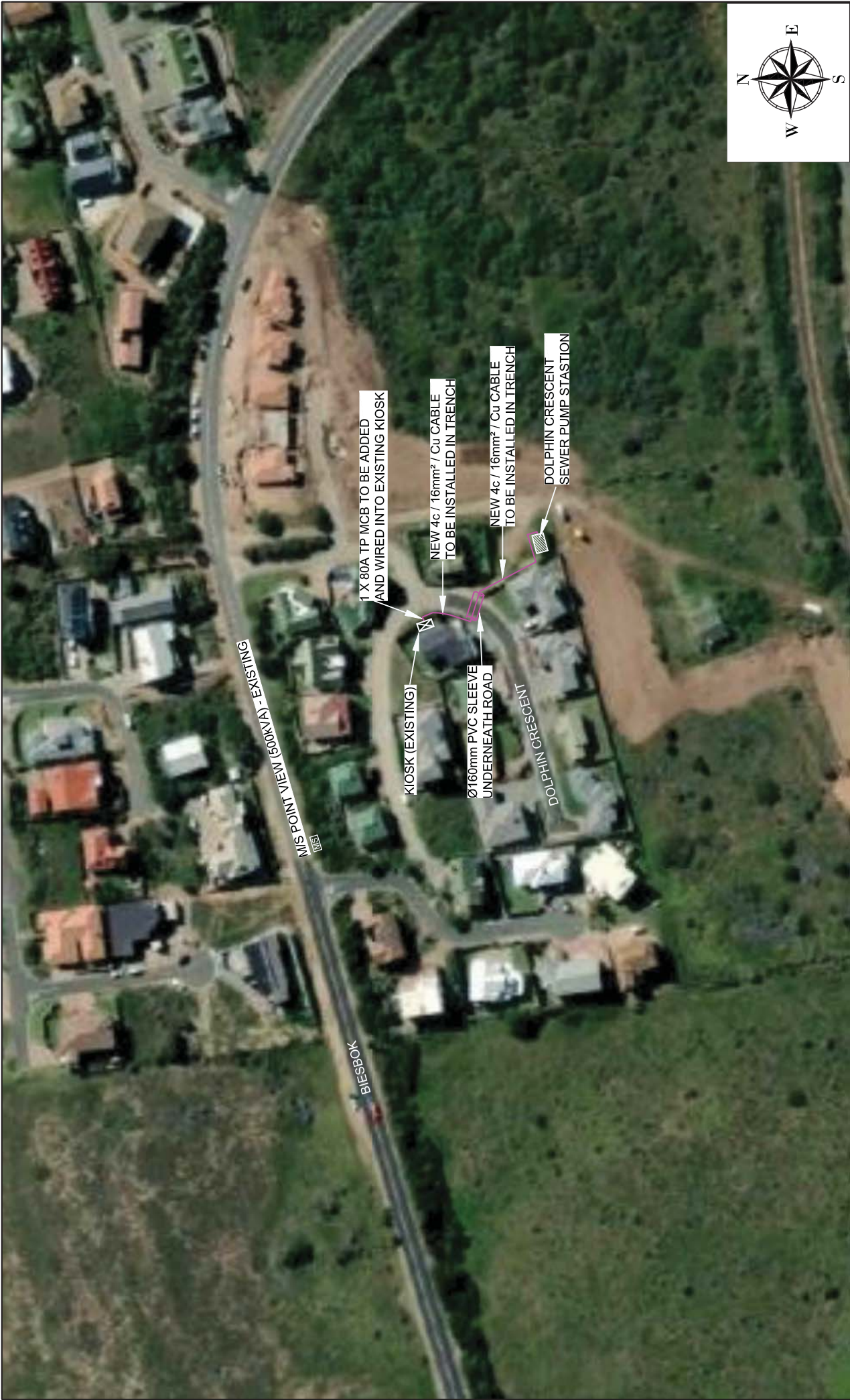
VOLUME 3: CONTRACT

PART 3: SCOPE OF WORK

PORTION 5: DRAWINGS

The following drawings accompany this document. The drawings form an integral part of the Tender Document and shall be read in conjunction with the Specification:

Drawing No	Drawings Description
1901421/E/001	Seester Pump Station – MV Bulk Supply
1901421/E/002	Dolphin Crescent Pump Station – LV Bulk Supply



82 Victoria Street, George, 6530 P O Box 9982, George, 6529 Tel: +27 44 884 1138 Fax: +27 44 884 1185 E-Mail: info@element.co.za		Client / Employer MOSSEL BAY MUNICIPALITY		Scale N.T.S.		Original Size A3	
Project MIDBRAK SEWER NETWORK		Name J.F.		Drawn TS		Drawing No. 1901421	
Plan Description DOLPHIN CRESCENT PUMPSTATION - LV BULK SUPPLY		Checked J.F.		Approved J.F.		Revision A	
A FIFTH DIMENSION TO ENGINEERING		ELEMEN Consulting Engineers		Copyright reserved by ELEMENT CONSULTING ENGINEERS (PTY) LTD IN TERMS OF THE COPYRIGHT ACT NO. 94 OF 1978.		1901421/E/02	