

GEORGE MUNICIPALITY



QUOTATION NUMBER: ENG 016/2021

INSTALLATION OF STREETLIGHTS AT UNIONDALE WASTE WATER TREATMENT PLANT (LABOUR ONLY)

ENQUIRIES: Ms M Ramotsamai
YORK STREET
GEORGE
(044) 874 3917

ISSUED BY:
THE CITY COUNCIL
MUNICIPALITY OF GEORGE
P O BOX 19
GEORGE
6530

SUMMARY FOR TENDER OPENING PURPOSES

NAME OF TENDERER:

SUPPLIER DATABASE NO.: MAAA

TOTAL PRICE (INCLUDING VAT)

R

PREFERENCES CLAIMED FOR:

B-BBEE Status Level of Contributor:

Preference Points Claimed:

B-BBEE certificates submitted with the quotation document MUST be VALID ORIGINAL B-BBEE CERTIFICATES or VALID CERTIFIED COPIES OF THE B-BBEE CERTIFICATES

TENDER CLOSING AT 12H00 FRIDAY, 08 OCTOBER 2021

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TENDERER CONTACT DETAILS

This information shall be used for any correspondence or contact with the tenderer.

Please indicate whether you want to receive any correspondence via e-mail or send to your postal address by registered mail.

Name of Bidding Company:		Mark choice of correspondence with X
Postal Address:	 Postal Code:	
E-mail Address:		
Telephone Number:		
Cellular Number:		
Facsimile Number:		

GEORGE MUNICIPALITY

DEPARTMENT: ELECTROTECHICAL SERVICES

CONTRACT NUMBER: ENG016/2021

INSTALLATION OF STREETLIGHTS AT UNIONDALE WASTE WATER TREATMENT PLANT

Quotations are hereby invited for the:

INSTALLATION OF STREETLIGHTS AT UNIONDALE WASTE WATER TREATMENT PLANT

Completed quotations in a sealed envelope, clearly marked:

Quotation No. ENG016/2021, must be placed in the tender box at the George Municipality on the First Floor, Department: Financial Services, Supply Chain Management, York Street, George by no later than **12:00 on Friday, 08 October 2021**. Quotations are not allowed to be placed in the tender box after 12:00. Quotations will be opened on the same day in the Committee Room at 12:05. Late or unmarked quotations will not be considered. No posted quotations or quotations per fax or e-mail will be accepted.

Quotation documents are available at a non-refundable deposit of R50-00 each from the Supply Chain Management Unit, First Floor, Civic Centre, York Street, George.

Quotations will be evaluated and adjudicated in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) Regulations 2017 and the George Municipality's Supply Chain Management Policy, where 80 points will be scored for price and 20 points for B-BBEE status.

For more information, contact Ms.M Ramotsamai at (044) 874 3917.

The Municipality reserves the right to withdraw any invitation to quote and/or to readvertise or to reject any quotation or to accept a part of it. The Municipality is not bound to accept the lowest or any quotation.

It will be required from all successful bidders to register on the Central Supplier Database (CSD).

**DR M GRATZ
ACTING MUNICIPAL MANAGER
GEORGE MUNICIPALITY
GEORGE
6530**

Kwotasies word hiermee ingewag vir die:

INSTALLASIE VAN STRAATLIGTE BY UNIONDALE AFVAL WATER SUIWERINGSAANLEG

Voltooide kwotasies in 'n verseëelde koevert, duidelik gemerk:

Kwotasie Nr. ENG016/2021 moet voor **Vrydag, 08 Oktober 2021** om **12:00** in die tender bus by die George Munisipaliteit op die Eerste Vloer, Departement: Finansiële Dienste, Voorsieningskanaal Bestuurseenheid, Burgersentrum, Yorkstraat, George geplaas word. Geen kwotasies sal toegelaat word om na 12:00 in die tender bus geplaas te word nie. Kwotasies sal om 12:05 dieselfde dag in die Komiteekamer oopgemaak word. Laat of ongemerkte kwotasies sal nie oorweeg word nie. Geen kwotasies per pos, faks of e-pos sal aanvaar word nie.

Kwotasie dokumente is verkrygbaar teen 'n R50-00 nie-terugbetaalbare deposito elk by die Voorsieningskanaalbestuur Eenheid op die Eerste Vloer, Burgersentrum, Yorkstraat, George.

Kwotasies sal ge-evalueer en toegeken word in terme van die Wet op die Raamwerk vir Voorkeurverkrigingsbeleid (Wet 5 van 2000) Regulasies 2017, asook George Munisipaliteit se Voorsieningskanaalbestuursbeleid, waar 80 punte ten opsigte van die prys en 20 punte ten opsigte van B-BBEE status toegeken sal word.

Vir verdere inligting, kontak Mej M Ramotsamai by (044) 874 3917.

Die Munisipaliteit behou die reg voor om enige versoek vir 'n Kwotasie terug te trek en/of te her-adverteer of enige Kwotasie te verwerp of gedeeltelik te aanvaar. Die Munisipaliteit is nie daartoe gebind om die laagste of enige kwotasie te aanvaar nie.

Dit sal van alle suksesvolle bidders verwag word om op die Sentrale Verskaffersdatabasis (SVD) te registreer.

**DR M GRATZ
WAARNEMENDE MUNISIPALE BESTUURDER
GEORGE MUNISIPALITEIT
GEORGE
6530**

REQUEST FOR FORMAL QUOTATION

Kindly furnish me with a quotation for the supply of the goods/services as detailed in the enclosed schedule.

The quotation must be submitted on this document and must be deposited in the tender box on the First Floor, Directorate: Financial Services, Supply Chain Management, Civic Centre, York Street, George by no later than **12:00 on Friday, 08 OCTOBER 2021**.

The following conditions will apply:

- Price(s) quoted must be valid for at least (120) days from date of your offer.
- Price(s) quoted must be firm.
- A firm delivery period must be indicated.
- All transactions exceeding R30 000,00 must be accompanied by a valid tax clearance certificate issued by the South African Revenue Services (SARS).
- All quotations above R30 000,00 (VAT included) and up to R200 000,00 (VAT included) will be evaluated in terms of the 80/20 preferential point system as prescribed in the Preferential Procurement Policy Framework Act (no 5 of 2000) Regulations 2017 and for this purpose the enclosed forms MBD 1, MBD 4, MBD 6.1, MBD 6.2, MBD 8 and MBD 9 must be completed and submitted together with your quotation.
- The successful provider will be the one scoring the highest points.
- Status of Municipal accounts must be submitted.
- Certified copies of the identities of the directors and owners of the companies must be attached to this quotation document.
- Quotation documents must be completed in **black ink**. In the event of a mistake having been made on the quotation documents, it shall be crossed out in ink and be accompanied by a **full signature** at each alteration. **No correction fluid** may be used in this quotation document.
- **Do not dismember this quotation document (do not take it apart or put documents between pages). All relevant documents submitted must be attached at the end of this document.**

B-BBEE certificates submitted with the quotation documents MUST be a VALID ORIGINAL B-BBEE CERTIFICATE or VALID CERTIFIED COPY OF THE B-BBEE CERTIFICATE.

In the case of a Trust, Consortium or Joint Venture, they will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

NB: NO QUOTATIONS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, PROVINCIAL GOVERNMENT OR MUNICIPALITY.

DETAILS OF TENDERER

Name of firm / entity / enterprise	
Trading as (if different from above)	
Postal address	Postal Code _____
Physical address	
Contact Details of the Person Signing the Quotation:	Name: _____ Telephone: (____) _____ Fax: (____) _____ Cellular Number: _____ E-mail address: _____
Contact Details of the Senior Manager Responsible for Overseeing Contract Performance:	Name: _____ Telephone: (____) _____ Fax: (____) _____ Cellular Number: _____ E-mail address: _____
Contact Details of Person Responsible for Accounts / Invoices:	Name: _____ Telephone: (____) _____ Fax: (____) _____ Cellular Number: _____ E-mail address: _____

DETAILS OF TENDERING ENTITY'S BANK

I/We hereby authorize the Employer/Client to approach all or any of the following bank/s for the purposes of obtaining a financial reference:

DESCRIPTION OF BANK DETAIL	BANK DETAILS APPLICABLE TO TENDERER'S HEAD OFFICE
Name of bank	
Branch name	
Branch code	
Name of Account Holder	
Account number	
Type of Account	

Signature of Tenderer: _____

Date: _____

THE RESOLUTION TAKEN BY THE BOARD OF DIRECTORS / MEMBERS / PARTNERS

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

NAME OF TENDERER

Held at _____ on _____
(Place) (Date)

RESOLVED THAT:

1. The enterprise submits a quotation to the George Municipality in respect of the following:

QUOTATION NUMBER: ENG016/2021

INSTALLATION OF STREETLIGHTS AT UNIONDALE WASTE WATER TREATMENT PLANT

2. Mr/Mrs/Ms _____

In his/her capacity as _____

and who will sign as follows: _____
(SPECIMAN SIGNATURE)

be, and is hereby, authorized to sign the Quotation and any and all other documents and/or correspondence in connection with and relating to the Quotation, as well as to sign any contract, and or all documentation resulting from the award of the Quotation to the enterprise mentioned above.

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

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			

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

Held at _____ on _____
(Place) (Date)

RESOLVED THAT:

1. The enterprise submits a Quotation to the George Municipality in respect of the following:

QUOTATION NUMBER: ENG016/2021

**INSTALLATION OF STREETLIGHTS AT UNIONDALE WASTE WATER TREATMENT
PLANT**

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

_____ and

_____ and

2. Mr/Mrs/Ms _____

In his/her capacity as _____

and who will sign as follows: _____

(SPECIMAN SIGNATURE)

be, and is hereby, authorized to sign the Quotation and any and all other documents and/or correspondence in connection with and relating to the Quotation, as well as to sign any contract, and or all documentation resulting from the award of the Quotation 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 fulfillment of the obligations of the joint venture deriving from, and in any way connected with the contract to be entered into with the George 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 this joint venture agreement and contract with the George Municipality in respect of the project under item 1:

(Physical Address) _____

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

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

JOINT VENTURE

Only to be completed if applicable

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 annexure. If no Joint Venture Agreement is submitted, your tender will be disqualified.

SIGNED ON BEHALF OF JOINT VENTURE _____

**Scope of Work Uniondale WW Lights
Project No:**

INSTALLATION OF NEW LED LIGHTS AT UNIONDALE WWT

SECTION1: GENERAL INFORMATION AND QUALIFICATIONS

GENERAL

The Supply Authority is: **George Municipality.**
The Scope of Work is also the Project Specification.

CONTRACTOR'S RESPONSIBILITY

The work consists of the installation, testing, commissioning and free maintenance (of defects that may occur as a result of the installation process) during the guarantee period of the installation detailed in this Document and on the accompanying Drawings.

The Contractor shall provide all labour and services necessary for the complete, safe and efficient installation and operation of the electrical installation in accordance with the intent of this Project Specification, Bill of Quantities and the Drawings. The tendered prices shall include all costs incurred in meeting these requirements.

All installation must comply with this Project Specification and the Particular Specifications. Workmanship must be of the best quality. All electrical equipment to be installed shall be provided by the Municipality. Only material for the civil works shall be supplied by the contractor as indicated in the accompanying bill of materials.

The Project Specification and Drawings show the general nature of the work and not all details are shown. Over and above the compulsory site inspection, prospective Tenderers must visit the site and must make sure of the circumstances of the installation. No claims due to lack of knowledge in this regard will be entertained.

STATUTORY REQUIREMENTS SPECIFICATIONS AND STANDARDS

The construction activities and final Works shall comply with the statutory requirements as amended and relevant guidelines, inter alia:

The Occupational Health and Safety (Act 85 of 1993).
Environmental Conservation Act (Act 73 of 1989).
Municipal bylaws and regulations.
Standards and Specifications of the Supply Authority.
Applicable relevant standards and codes of practice, whether NRS, SANS or BS.

SAFETY PROCEDURE

Any switching of existing power supplies shall be arranged beforehand with the Responsible Person of the Supply Authority.

The Contractor shall not perform work on any portion of a network until such portions have been isolated and earthed.

The Contractor shall request a written "Work Permit" from the Responsible Person, which shall be completed in duplicate.

The original "Work Permit" shall be retained by the Contractor until completion of his work. Upon completion of the work, the Contractor shall sign a statement to this effect.

He shall hand this statement, as well as the used "Work Permit" to the Responsible Person, to enable the latter to re-energise the relevant portion/portions of the network.

CONFLICT BETWEEN SPECIFICATIONS AND DRAWINGS

Should there be conflict between the Specifications and the Drawings then sections shall be considered in the following order of priority:

1. Bill of Quantities
2. Project Specification
3. Drawings
4. Standard Municipal Specifications

Should the Contractor note an inconsistency between the Project Specification and Drawings he shall be responsible for notifying the Engineer and obtaining clarification or instructions prior to installing equipment.

ITEMS REQUIRING SPECIAL ATTENTION

As the work progresses, the Contractor shall keep an accurate record of any variation or deviation from the original Drawings provided by the Engineer. The actual position of all equipment as installed on site shall be noted on the Drawings.

Within 14 (fourteen) days after the completion of the project by the Contractor, a set of "AS BUILT" drawings must be handed over to the Engineer. It is important to note that the contract is not completed until such drawings are in the possession of the Engineer.

The Certificate of Completion will not be issued unless these "As Built" drawings have been submitted to the Engineer.

It is required that the progress "As Built" drawings be handed to the Engineer with the monthly claim. No claims will be certified unless the engineer is in possession of these drawings and applicable certificates.

LOCAL LABOUR

It is intended that the project, of which this Contract is a part, must make the maximum possible use of the local labour force which is at present unemployed. To this end the Contractor shall limit the use of non-local staff to key personnel only and is to employ local labour on this Contract.

OCCUPATIONAL HEALTH AND SAFETY ACT (Act 85 of 1993)

The Contractor shall meet the health and safety requirements as stipulated in health and safety plan specification. The Contractor shall be obliged to sign an OHS Mandatory agreement as per the pro-forma agreement.

It is confirmed that the Engineer will not act as agent for the Employer as contemplated in Section 4.5 of the Construction Regulations, promulgated in terms of the Occupational Health and Safety Act 85 of 1993. A suitably qualified competent person shall be appointed by the Employer to undertake the responsibilities of the Employer Client as laid down in these Regulations.

DEFINITIONS APPLICABLE TO THE PROJECT SPECIFICATION

Approved	-	Approved in writing by the Engineer.
Document	-	This complete set of bound conditions, specifications, Bill of Quantities and schedules.
Drawings	-	Drawings issued with the Tender Documentation.
Engineer	-	The responsible engineer
Erect	-	To place or mount and fix in position.
Install	-	To erect, connect up and commission, complete with related accessories.
Indicated, Shown, Noted	-	As indicated or shown on drawings.
Similar, Equal	-	Equal or better in efficiency or performance and compatibility with the installation
Successful Tenderer	-	The Tenderer appointed as Contractor.

Supply	- To purchase or procure and deliver complete with all necessary and additional specified accessories.
Works	- Complete, functional installation to be constructed/installed in terms of this Document.

ACCESS FOR EQUIPMENT

The Contractor shall investigate each area/space through which equipment must be moved. Where necessary, equipment shall be shipped in sections of size suitable for moving through spaces available.

The Contractor is responsible for acquiring the necessary way leave to move equipment and material over non-municipal property.

No trees, bushes, etc. may be damaged and/or removed before approved by the Engineer.

GUARANTEE

The quality of the work (labour) shall be fully guaranteed against defects for a period of twelve (12) months, commencing from the date on which the Practical Completion Certificate has been issued by the Engineer.

Should the associated equipment fail because of construction defects within the abovementioned period the Contractor shall be responsible for locating and repairing the fault and testing and re-commissioning the unit/item at no cost to the Employer. Such component which must be replaced or repaired shall then be guaranteed for an additional 12-month period from date of re-energizing.

The final take over inspection and defects list will be done after the 12 months' guarantee period. The Final Approval Certificate will only be issued after rectification of the defects to the satisfaction of the Engineer.

CONSTRUCTION PROGRAMME

The expected appointment date of the successful Tenderer is within the next month and the work shall be completed **by May 2022**.....

It is required from Tenderer's to submit a provisional programme of works with this tender on the basis that the project will be done in one Phase and that there is immediate access to the site.

Compliance and acceptance of the expected Programme will be a recommendation.

PROJECT BOARD

No project board required for the project.

SITE FACILITIES AVAILABLE

Site facilities and services required by the Contractor shall be negotiated directly with the Supply Authority.

SITE FACILITIES REQUIRED

A site office is not required for this project.

MAKING GOOD

Upon completion of the Works the Contractor shall make good any damage or disturbance to buildings, installations, finished surfaces (such as those paved or gravelled), lawns, drains and other services which he or his employees may have caused during execution of the Works. He shall keep the Site tidy and shall remove from the Site all rubble and litter resulting from his construction work.

INSTALLATION REQUIREMENTS

The Contractor shall always observe the manufacturer's recommendations as regards the packing and unpacking, loading and offloading, storage, lashing down, transporting, lifting, positioning or laying,

installing, terminating, jointing, bending, testing and commissioning of cable and equipment.

All nuts, bolts, studs, etc. shall be Isometric. All nuts, bolts, studs, washers, etc. employed outdoor shall be manufactured of stainless steel or brass. No exception on the latter shall be allowed by the Engineer.

All outdoor employed mild steel (parts, covers, studs, etc.) shall be galvanised to SABS 763.

Galvanised threaded rods shall not be accepted.

SECTION 2: OVERVIEW OF THE WORKS

1 SUMMARISED SCOPE OF WORK

3 INSTALLATION OF NEW LED STREET LIGHTS AT UNIONDALE WW plant lights

3.1 Installation of 22 (twenty-two) 11-meter-high wooden poles and 144 and 36-Watt street lights in compliance with latest revision of the relevant standards. The appointment will be subjected to the amount of funds available to the client at the time of appointment.

3.2 Refer to the Electrical Layout for the proposed cable route.

3.3 The following development design criteria shall apply:

3.3.1 Cable will be installed as shown on the drawing.

3.3.2 All trenching and road crossings required;

All electrical and data equipment shall be supplied by the Municipality.

The following general requirements shall be met:

3.4 On completion the provision of 2x sets of as-built drawings and complete test report including test certificates. The Contract will not be accepted as complete nor the guarantee period commence until this item have been supplied to the satisfaction of the Engineer.

3.5 The scope of the Contractor's work is such that the Works shall constitute a completed commissioned and fully operational and guaranteed system in compliance with all the statutory requirements.

SECTION 3: ELECTRICAL WORKS

APPLICABLE SYSTEM ELECTRICAL DETAILS

Standard voltage:

System nominal voltage Un:	11 kV and 420/242 Volt
System highest voltage Um:	12 kV

System earthing:

11 kV:	Solid
Nominal system frequency:	50 Hz
Number of phases:	3
Phase rotation:	Standard

Standard insulation levels:

Rated short duration-power-frequency r.m.s withstand voltage:	28 kV
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Rated peak lightning-impulse withstand voltage:	95 kV
---	-------

Standard rated continuous, short time and peak withstand currents:

Rated continuous current:	630 A
Rated short-time withstand r.m.s current:	50 kA
Auxiliary supplies:	AC: 400/230 V DC: 110 V
Substation operating clearances:	BS: 162-1961

APPLICABLE SITE CONDITIONS

For the purpose of this contract the following site condition shall apply:

Altitude:	up to 1000 m above sea level
Ambient temperature:	maximum yearly: 50°C minimum yearly: 5°C
Lightning conditions:	1 Flash/km ² /year
Corrosion Protection:	medium
Soil average thermal resistivity:	1,2 EC m/W may reach 3,0 EC m/W
Relative humidity:	95 % max, 5 % min
Atmosphere:	Dry in summer Damp in winter

1 SIGNS AND NOTICES

- 1.1 All items that must be identified with non-corrosive non-fading labels in order to operate the Works effectively and safety. All labels shall be in English.
- 1.2 All 11kV switchgear to be labelled to Municipal standards.
- 1.3 All cable terminations shall be labelled with stainless steel Dymo type or similar approved, securely fixed with cable ties, indicating the destination of the cable in approved detail.
- 1.4 All wiring terminations shall be labelled with approved markers.

2 CABLING

- 2.1 General: The installation of cables shall comply with Particular Specification PI (Installation of Underground Cables) and PXB (Trenches and Excavations).

- 2.2 The required cabling layout is indicated on the Drawing(s). The Bill of Quantities allows for provisional cable lengths only. The installed lengths will be measured on site and the Contractor will be paid accordingly.
- 2.3 Trenching: The trench section requirements are indicated on the Drawing(s). Trenching for all cabling will be the responsibility of the Electrical Contractor. It will further also be the responsibility of the Electrical Contractor to install the sleeves required for cable crossings over stands.
- 2.4 All cable routes and positions must be confirmed on site by the Engineer prior to trenching. The Contractor shall not commence with the backfilling of trenches without prior notification to the Engineer so that the cable installation may be inspected. Should the Contractor fail to give a timeous notification, the trenches shall be re-opened at the Contractor's cost. Such an inspection by the Engineer will not be unreasonably delayed.
- 2.5 Cable lengths: The Contractor will be paid for the installed lengths measured on the site only.
- 2.6 MV cables: The MV cable systems shall be done with 95mm² 6.35/11 kV PILC, 3 core (Table 17), general purpose belted, fully impregnated, double steel tape armoured, PVC served and manufactured to SABS 97 as revised to date. The sizes and type shall be as indicated in the bill of quantity.
- 2.7 The cable shall be terminated with heatshrink systems heatshrink specification cable end boxes. Cable joints shall be the heatshrink type. Cable terminations and joints shall meet the Supply Authority specifications in all respects. Pricing in the Bill of Quantities shall include joint holes as needed.
- 2.8 Jointing and terminations shall be in accordance with the manufacturer's instructions by approved jointers experienced in this type of work.
- 2.9 The cables shall be delivered on drums in such lengths as to ensure that the cable lengths between terminations and joints, and between joints, will be approximately equal.
- 2.10 Cable Route Markers shall be placed at:
- 2.10.1 Approximately every 50 metres along a straight run;
- 2.10.2 Above every change in direction of the cable;
- 2.10.3 Above cable joints.
- 2.11 Survey Beacons and Benchmarks: The Contractor shall be responsible for the preservation of all land survey, erf or other pegs, benchmarks and beacons. If damage or disturbance of any such pegs or beacons is caused by the operations of the Contractor, or his subcontractor, the pegs or beacons are to be replaced by a registered Land Surveyor at the cost of the Contractor. Benchmarks will be replaced by the Engineer at the Contractor's expense.
- 2.12 Information on the position of all such pegs will be made available to the Contractor by the Engineer on request.
- 2.13 The Contractor is to ensure that no spoil is placed over an erf peg or benchmark and that these are adequately protected during the Contract Period.
- 2.14 Spoil Material: The indiscriminate spoiling of material will not be permitted. All surplus or unsuitable material removed from excavation shall be spoiled in designated areas, as directed by the Engineer.
- 2.15 Marker Tape: PVC warning tape of nominal width 300 mm and conforming with the requirements of SABS 1500 SC paragraph 3.7 shall be laid over the 11 kV cable as shown on the Drawings, excepting that tape need not be provided over cables where these pass through sleeves or ducts.
- 2.16 Electrical Tests on 11 kV Cables after Installation: The Contractor shall give the Engineer at least two days notice of when the completed installation will be ready for inspection and site testing.
- 2.17 Each cable including its joints and terminations shall be subject to the test as specified by SABS 97/1991.
- 2.18 Crossing of stands: The crossing of cables over private stands as indicated on the drawings, shall be protected as follows:

- 2.18.1 The cables shall be installed at a depth of 1050mm;
- 2.18.2 MV cables shall be installed in 160 mm diameter cable sleeves;
- 2.18.3 LV cables shall be installed in 110 mm diameter sleeves;
- 2.18.4 Concrete slabs shall be installed at 200 mm above the cables;
- 2.18.5 300 mm wide market tape shall be installed at 200 mm above the concrete slabs.

SECTION 4: GENERAL INFORMATION

1 TESTING AND COMMISSIONING

- 1.1 The Contractor shall also allow for the final testing and commissioning, to the satisfaction of the Engineer, of the complete installation.
- 1.2 Testing shall be conducted in the presence of the Engineer. At least 5 days notice shall be given before any commissioning tests are carried out.
- 1.3 The test programme shall include for all items to prove the safe and correct operation of all parts of the installation, and shall cover in particular the following :
- 2.19 The tests shall include for all items to prove the safe and correct operation of all parts of the installation, and shall cover in particular the following :
 - MV pressure tests on all medium voltage cables;
 - Earthing tests at Substations;

STANDARDS, PARTICULAR SPECIFICATIONS AND NORMATIVE REFERENCES

The following documents contain provisions that, through reference in the text, constitute provisions of this specification and as such form part of the requirements for this contract:

SANS 10142-1& 2 Wiring of premises: Part 1 & 2

- SANS 97 *Electric cables – Impregnated paper-insulated metal-sheathed cables for rated voltages 3,3/3,3 kV to 19/33 kV (excluding pressure assisted cables).*
- SANS 1507-3 *Electric cables with extruded solid dielectric insulation for fixed installations (300/500 V to 1 900/3 300 V) – Part 3: PVC Distribution cables.*
- SANS 10198 Part II: *Cable type and installation methods*
- SANS 10198 Part III: *Earthing systems: General conditions.*
- SANS 10198 Part VI: *Transport and storing*
- SANS 10198 Part VIII: *The installation of cables*
- SANS 10198 Part IX: *The jointing of cables*
- SANS 10198 Part X: *The jointing of paper lead cables.*
- SANS 10198 Part XI: *The jointing of polymer cables.*
- SANS 10198 Part XII: *The installation of earthing systems.*
- SANS 10198 Part XIII: *Testing, commissioning and fault finding.*
- SABS 1200 LC – 1980: *Cable Ducts*
- NRS 060:2005: *Code of practice for clearances for electrical systems*
- IEEE 81:1983, *Guide for measuring earth resistivity, ground impedance and earth surface potentials of a ground system.*
- SABS 1186:1995, *Symbolic safety signs.*
- SABS 1200A:1986, *Standardized specifications for civil engineering construction – A General.*
- SABS 1200AA:1986, *Standardized specifications for civil engineering construction – AA General (small works).*
- SABS 1200C:1980, *Standardized specifications for civil engineering construction – C Site Clearance.*
- SABS 1200D:1988, *Standardized specifications for civil engineering construction – Earthworks*
- SABS 1200DA:1988, *Standardized specifications for civil engineering construction – Earthworks (small works).*

SABS 1200LB:1983,	<i>Standardized specifications for civil engineering construction – LB Bedding (pipes).</i>
SABS 1200DB:1989,	<i>Standardized specifications for civil engineering construction – DB Earthworks (pipe trenches).</i>
SABS 1200DM:1981,	<i>Standardized specifications for civil engineering construction – DM Earthworks (road, sub-grade).</i>
SABS 1200G:1982,	<i>Standardized specifications for civil engineering construction – G Concrete (structural).</i>
SABS 1200GA:1982,	<i>Standardized specifications for civil engineering construction – GA Concrete (small works).</i>
SABS 1200GB:1984,	<i>Standardized specifications for civil engineering construction – GB Concrete (ordinary buildings).</i>
SABS 1200H:1990,	<i>Standardized specifications for civil engineering construction – H Structural steelwork.</i>
SABS 1200HA:1990,	<i>Standardized specifications for civil engineering construction – HA Structural steelwork (sundry items).</i>
SABS 1200HC:1988,	<i>Standardized specifications for civil engineering construction – HC Corrosion protection of structural steelwork.</i>

In addition, the following particular specifications shall also apply:

PAF: General Quality and Technical Specification
PAA: Medium Voltage Overhead Power Lines
PAS: Indoor Medium Voltage Switchgear
PXB: Trenches and Excavations
PI: Installation of Underground Cables
PE: Earthing
PG: Electrical Installations in Buildings
PLVS: Low Voltage Switchboards
PL: Protection
PIM: Instrumentation and Metering

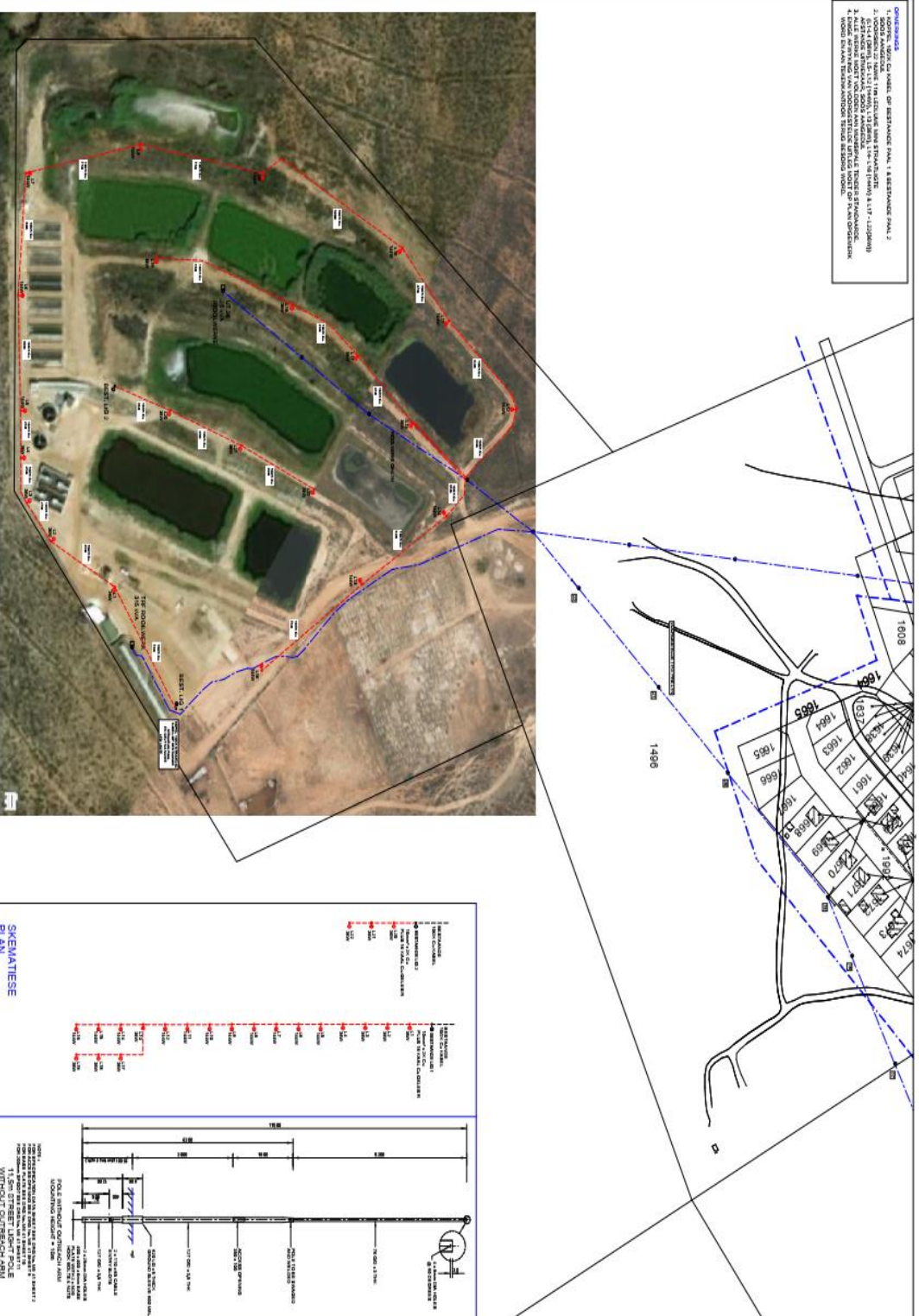
Standard Regulations

The Occupational Health and Safety Act of 1993, hereafter called "the Act", as amended to date;
Compulsory specifications (VC)
Electricity Act (Act No. 41 of 1987, as amended).
The local Municipal By-Laws and Regulations as well as any other requirements of the Local Supply Authority;
The local Fire Regulations;
Telkom Regulations;
The Standard Regulations of any Government Department where applicable.

ITEM NUMBER	DESCRIPTION	UNIT	Quantity	Unit Price Vat excl.	Cost excl . 15 % VAT
Transport & all other costs to be included in Rate			,		
C	UNDER GROUND RETICULATION		,		
1	Excavate & backfill (Rates must include all transport and power equipment to excavate, backfill & compact trench material, as well as to re-instate/repair the surface to specification.)		,		
e	Soil; 500mm widex600/750mm deep	m	600	R	R
8	Installation of PVC insulated LV cables		,		
2	Copper conductors		,		
a	10 mm 2-core	m	1000	R	R
9	Termination of LV PVC Copper Cables (with approved crimping tool where applicable)		,		
1	To Switchgear		,		
a	10 mm 2-core	ea	44	R	R
15	Strapping of Cable against poles		,		
b	L.V.	ea	44	R	R
17	Cable Testing		,		
b	Insulation resistance on LV cables	ea	1	R	R
D	OVERHEAD NETWORKS		,		
1	Excavate, backfill, compactions and removal of surplus material for poles etc. Backfill and cement supplied by Municipality		,		
e	Soil 1.5m depth	ea	22	R	R
2	Erecting of Creosoted Distribution poles		,		
a	9m x 140-160 mm	ea	22	R	R
8A	Removal of obsolete line hardware and poles and return to Stores. (All items removed from poles)	per pole	6	R	R
15	Street lighting		,		
1	Steel poles: Note that the rates quoted in items 15. 1a, b, & c must allow for the cost of painting the base plate and the buried length of each pole with bituminized paint to prevent corrosion.		,		
2	Fit luminaire and wire pole complete with circuit breaker		,		
a	125W - 250W	ea	22	R	R

E	DAYWORKS LABOUR Note: 1) Daywork rates only apply to items not tendered for in Sections A to D above. 2) Contractors may claim one hour for project familiarization, initially, plus one hour weekly for project management. Such claims must be made against the Normal time Supervisor rate per Item E1a below. 3) Standard Specifications will be strictly enforced in regard to Dayworks claims.		,		
5	Contingencies	ea	1	R	R
F	PRELIMINARY & GENERAL SAFETY		,		
1	Preliminary		,		
a	Draw-up Safety Plan (In compliance with Occupational Health & Safety Act and Construction Regulations)	Sum	1	R	R
2	General		,		
b	Administer and enforce Safety Plan (Item F1a above)	Sum	1	R	R
	TOTAL		.		R

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**GEORGE
MUNICIPALITEIT
MUNICIPALITY**

UNIONDALE WATER ROOL WERKE
AREA BELGINTG

DELSUN, K. W. 2003. / DEBILITATION
KABEL UTILEG

GLS TRACKING	E-23V	NO. OF BINS
ITEM NO.		101000000
CONT. WEIGHT		OVERALL DIM
DR. DIMEN		4' X 6' X 6' X 8'
GR. WGT.	1 : 10000	CON. TNG
SCALE		DATE
		2021/06/27

ТЕКСТОВАЯ ДИАГРАММА	№. ИПУ - 049	ИЗДАНИЕ АВТОРСКОЕ
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PAST EXPERIENCE

This schedule is compulsory to complete!

Tenderers must furnish hereunder details of similar works / services, which they have satisfactorily completed in the past. The information shall include a description of the Works / Services, the Contract value and name of Employer.

Employer	Nature of Work	Value of Work	Duration and Completion Date	Employer Contact Number

Date

Signature of Tenderer

THE QUOTATION OFFER

I/We Mr/Mrs/Messrs _____ duly assigned to represent the service provider for the purpose of this quotation, hereby quote to supply all or any of the goods and/or render all or any of the services described in the attached documents to the George Municipality on terms and conditions stipulated in this quotation and in accordance with the specifications stipulated in the quotation documents (which shall be taken as part of, and incorporated into this quotation) **at the price reflected in the Pricing Schedule.**

I/we agree that this offer shall remain valid for a period of 180 days commencing from the closing date and time of this quotation.

I/we further agree that:

This quotation and its acceptance shall be subject to the terms and conditions contained in the George Municipality's Supply Chain Management Policy;

If I/we withdraw my/our quotation within the period for which I/we have agreed that the quotation shall remain open for acceptance, or fail to fulfill the contract when called upon to do so, the George Municipality may, without prejudice to its other rights, agree to the withdrawal of my/our quotation or cancel the contract that may have been entered into between me/us and the George Municipality and I/we will then pay to the George Municipality any additional expense incurred by the George Municipality having either to accept any less favorable quotation or, if fresh quotation have to be invited, the additional expenditure incurred by the invitation by the invitation of fresh quotations and by the subsequent acceptance of any less favorable quotation; the George Municipality shall also have the right to recover such additional expenditure by set-off against moneys which may be due or become due to me/us under this or any other quotation or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfillment of this or any other quotation or contract and pending the ascertainment of the amount of such additional expenditure or retain such moneys, guarantee or deposit as security for any loss the George Municipality may sustain by reason of my/our default;

If my/our quotation is accepted the acceptance may be communicated to me/us by letter or order by certified mail or registered mail. Such posting shall be deemed to be proper service of such notice with effect from the date of posting/dispatch of such notice;

The law of the Republic of South Africa shall govern the contract created by the acceptance of my/our quotation and that I/we choose domicilium citandi et executandi in the Republic of South Africa, where any and all legal notices may be served at (full street address on this place):

Physical Address: _____

I/we furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our quotation; that the price(s) and rate(s) quoted cover all the work/item(s) specified in the quotation documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our own risk.

I/we hereby accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me/us under this agreement as the Principal(s) liable for the due fulfillment of this contract.

I/we agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me/us as a result of such action.

I/we declare that I/we have participation / no participation in the submission of any other offer for the supplies/services described in the attached documents. If in the affirmative, state name(s) of quotations involved.

Name: _____

Signature: _____

Date: _____

This form must be completed and signed to be considered provisionally responsive.

ACCEPTANCE

By signing this part of the form of offer and acceptance, the employer identified below accepts the supplier's offer. In consideration thereof, the employer shall pay the supplier the amount due in accordance with the conditions identified in the quotation data. Acceptance of the supplier's offer shall form an agreement between the employer and the supplier upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the supplier receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the supplier within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Name: **MR B MANDLA**

Signature: _____

Capacity **DIRECTOR: ELECTROTECHNICAL SERVICES**

Date: _____

For the Employer: **GEORGE MUNICIPALITY
CIVIC CENTRE
YORK STREET
GEORGE**

TAX COMPLIANCE INFORMATION

PART A

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 (FORM 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 2.]
Signature of Bidder				Date	

PART B TERMS AND CONDITIONS FOR BIDDING

1. TAX COMPLIANCE REQUIREMENTS		
1.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 1.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. 1.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA . 1.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B2. 1.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. 1.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. 1.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.		
2. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS [Tick Applicable Box]		
2.1 Is the entity a resident of the Republic of South Africa (RSA)?	YES	NO
2.2 Does the entity have a branch in the RSA?	YES	NO
2.3 Does the entity have a permanent establishment in the RSA?	YES	NO
2.4 Does the entity have any source of income in the RSA?	YES	NO
2.5 Is the entity liable in the RSA for any form of taxation?	YES	NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 ABOVE.		

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

Signature of Bidder:

Capacity Under Which This Bid Is Signed:

Date:

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 the service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudging 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 / her representative:	
3.2	Identity number:	
3.3	Position occupied in the Company (director, trustee, shareholder ²):	
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 (where applicable) must be indicated in paragraph 4 below.	
3.8	Are you presently in the service of the state?*	YES / NO
3.8.1	If yes, furnish the following particulars: Name of person / director / trustee / shareholder member: Name of state institution at which you or the person connected to the bidder is employed: Position occupied in the state institution: Any other particulars:	
3.9	Have you been in the service of the state for the past twelve	
		YES / NO

3.9.1	months? 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 yes, furnish the following particulars: Name of person: Name of state institution at which you or the person connected to the bidder is employed: Position occupied in the state institution: Any other particulars:	
3.11	Are you aware of any relationship (family, friend, other) between the bidder and any person in the service of the state who may be involved with the evaluation and or adjudication of this bid?	YES / NO
3.11.1	If yes, furnish the following particulars: Name of person: Name of state institution at which you or the person connected to the bidder is employed: Position occupied in the state institution: Any other particulars:	
3.12	Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	YES / NO
3.12.1	If yes, furnish the following particulars: Name of person / director / trustee / shareholder / member:	

	 Name of state institution at which you or the person connected to the bidder is employed: Position occupied in the state institution: Any other particulars:		
3.13	Is any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in the service of the state?	YES / NO	
3.13.1	If yes, furnish the following particulars: Name of person / director / trustee / shareholder / member: Name of state institution at which you or the person connected to the bidder is employed: Position occupied in the state institution: Any other 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:			
THE FOLLOWING INFORMATION IS <u>COMPULSORY</u> TO COMPLETE:			
Full Name	Identity Number	Individual Tax Number for each Director	State Employee Number (where applicable)

5.	The contract will be automatically cancelled if there is a conflict of interest which is not disclosed by the bidder.		

Protection of Personal Information Act, 2013 (Act no.4 of 2013) (POPIA)

All parties agree that they will comply with Protection of Personal Information Act, 2013 (Act no.4 of 2013) (POPIA) and process all the information and/or personal data in respect of the goods and/or services being rendered in accordance with the said act and only for the purpose of providing the goods and/or services set out in the agreement to provide such goods and/or services.

The contract between the municipality and the service provider must ensure compliance with the Protection of Personal Information Act, 2013 (Act no.4 of 2013) (POPIA), in that the service provider establishes and maintains security measures to safeguard personal information being processed on behalf of the municipality. The service provider must notify the municipality immediately in an event where there are reasonable grounds to believe personal information has been accessed by an unauthorised person.

The contract with a service provider must ensure confidentiality of personal information processed on behalf of the municipality. A supply contract with a service provider must include standard clauses outlining joint responsibility in terms of the protection of personal information.

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

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

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

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

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

- a) The value of this bid is estimated to **not exceed** R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

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

(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) **“price”** 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;

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

80/20 or **90/10**

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

P_{min} = Price of lowest acceptable bid

4.3 POINTS AWARDED FOR PRICE

80/20 or **90/10**

$$P_S = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or } P_S = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmax = Price of highest acceptable bid

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

- 5.1 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

6. BID DECLARATION

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

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

- 7.1 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.)

8. SUB-CONTRACTING

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

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

- 8.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%

ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME 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		

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of
company/firm:.....

9.2 VAT registration
number:.....

9.3 Company registration
number:.....

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

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

9.7 MUNICIPAL INFORMATION

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

Registered Account Number:

Stand Number:.....

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

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of 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

.....

.....

SWORN AFFIDAVIT – BBBEE EXEMPTED MICRO ENTERPRISE

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

3. I hereby declare under oath that:
 - The enterprise is _____ % black owned;
 - The enterprise is _____ % black woman owned;
 - Based on the management accounts and other information available on the _____ financial year, the income did not exceed R10,000,000.00 (ten million rands);
 - Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% black owned	Level One (135% B-BBEE procurement recognition)	
More than 51% black owned	Level Two (125% B-BBEE procurement recognition)	
Less than 51% black owned	Level Four (100% B-BBEE procurement recognition)	

4. The entity is an empowering supplier in terms of **the dti** Codes of Good Practice.
5. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
6. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

 Commissioner of Oaths
 Signature & stamp

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	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 <i>audi alteram partem</i> 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 for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	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:		
Item	Question	Yes	No
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 ☐
4.5.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all 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.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

QUOTATION NUMBER: ENG016/2021

**INSTALLATION OF STREETLIGHTS AT UNIONDALE WASTE WATER
TREATMENT PLANT**

(Bid Number and Description)

in response to the invitation for the bid made by:

GEORGE MUNICIPALITY

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

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

1. I 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.

CERTIFICATE FOR MUNICIPAL SERVICES (COMPULSORY TO COMPLETE)

Information required in terms of the Supply Chain Management Regulations, Regulation 28 (1) (c).

Tender Number: ENG 016/2021

Name of the Bidder: _____

DETAILS OF THE BIDDER/S: Owner / Proprietor / Director(s) / Partner(s), etc:

Physical Business address of the Bidder	Municipal Account Number(s)

If there is not enough space for all the names, please attach the additional details to the Tender document.

Name of Director / Member / Partner	Identity Number	Physical residential address of Director / Member / Partner	Municipal Account number(s)

I, _____, the undersigned,
(full name in block letters)

certify that the information furnished on this declaration form is correct and that I/we have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.

Signature

THUS DONE AND SIGNED for and on behalf of the Bidder / Contractor

at _____ on the _____ day of _____ 2021

PLEASE NOTE:

MUNICIPAL ACCOUNTS FOR ALL PROPERTIES OWNED BY BIDDER/S MUST BE ATTACHED TO THE TENDER DOCUMENT!

Even if the requested information is not applicable to the Bidder, the table above should be endorsed NOT APPLICABLE with a reason and THIS DECLARATION MUST STILL BE COMPLETED AND SIGNED. In the event of leasing, a lease agreement MUST be attached to the tender document.

GEORGE MUNICIPALITY PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

TABLE OF CLAUSES

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General Conditions of Contract

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

imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.

- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 "Tort" means in breach of contract.
- 1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

2. Application:

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

3. General:

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

4. Standards:

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
5. Use of contract documents and information inspection:
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the provider in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the provider's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
6. Patent rights:
- 6.1 The provider shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2 When a supplier developed documentation / projects for the municipality or municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality or municipal entity.
7. Performance security:
- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the provider not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.
8. Inspections, tests and analyses:

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, test and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing:

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

10. Delivery and documents:

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

11. Insurance:
- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.
12. Transportation:
- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified.
13. Incidental services:
- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the provider for similar services.
14. Spare parts:
- 14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
15. Warranty:
- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this

contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment:

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

17. Prices:

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

18. Variation orders:

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

19. Assignment:

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

20. Subcontracts:

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

21. Delays in the Supplier's Performance:

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.

21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.

21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties:

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

23. Termination for default:

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

- (b) if the supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
 - (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction;
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
- 24. Anti-Dumping and Counter-Vailing duties and rights:
 - 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-

dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure:

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency:

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

27. Settlement of disputes:

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Notwithstanding any reference to mediation and/or court proceedings herein,
(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due to the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of liability:

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

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

29. Governing language:

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

30. Applicable law:

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

31. Notices:

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

32. Taxes and duties:

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

33. Transfer of contracts:

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

34. Amendment of contracts:

- 34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the

contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

35. Prohibition of restrictive practices:

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

Project Health and Safety Specification

*In terms of OHS ACT 85 Of 1993 and Construction
Regulations 2014*

**ENG016/2021 INSTALLATION OF STREETLIGHTS AT
UNIONDALE WASTE WATER TREATMENT PLANT**

For

GEORGE MUNISIPALITY

PROJECT HEALTH AND SAFETY SPECIFICATION TABLE OF CONTENTS

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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 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.
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 is maintained and no accident occurs.*
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 requirements and this document is compiled and approved by the Client/Client Agent before commencement of Construction.

1.1 PROJECT DIRECTORY	
Project Client	
George Municipality Electrotechnical Services Brick Road Industria George 6530	Tel: 044 874 3917
Designer	
George Municipality	Tel: 044 874 3917
Client Agent	
OHC Inc. Jacques van Graan	Cell: 082 7717 072 e-mail: jacques@ohsinc.co.za

1.2 PROJECT DETAILS

Description of Work

Installation of 22 (twenty-two) 11-meter-high wooden poles and 144 and 36-Watt street lights in compliance with latest revision of the relevant standards. The appointment will be subjected to the amount of funds available to the client at the time of appointment.

Anticipated Construction Duration

TBA

Provisional Start Date

TBA

Completion Date

TBA

1.3. EXISTING ENVIRONMENT

Work will be conducted at Uniondale waste water treatment works facility, all work areas must be secured and controlled at all times as work will be conducted in a residential area. Special care must be taken when performing construction work in the area, ensure the area is barricaded at all times (Traffic cones, safety warning signs etc), no member of the public may be allowed in the work area and all precautions must be taken to ensure children of the area stay clear of construction work.

Special care must be taken when working next to sewage dams and process plant, all processes must be considered when conducting the risk assessment.

The contractor must ensure compliance to Section 9 of the OHS Act 85 of 1993

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 next to area where work will be conducted.
- Pedestrian Movement.
- Excavations Manual and Machine
- Open and exposed Trenches
- Working in an elevated position
- Lock out and Tag out
- Use of Construction Plant and Equipment.
- Earthing of electrical equipment and installations
- Cable pulling
- Noise and Dust.
- Electrical work (Connecting street lights to the grid)
- Use of Grinders
- Loading & Offloading
- Fire.
- Hand tools
- Manual Handling of General Items
- Ergonomics
- Line of fire
- Pinch Points
- Loading and offloading of materials and equipment
- Manual lifting of street light poles into final position.
- And any other task that has the potential to cause death, injury or property damages
- Snakes and other animals on site
- Public Protests
- Intoxicated workers on site

NOTE:

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

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
- Cement

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

Safety Rules

- Ensure all power lines are locked out (de energized) before conducting work on them
- Wear the correct PPE at all times
- Ensure all work areas are barricaded correctly
- Every employee is responsible for his/her own safety at all times
- Always adhere to legal instructions issued by Supervisor
- Report all incidents immediately.
- Think before you act
- Ensure the safety of members of the public that may be affected by construction work

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. 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;

"certificate of compliance" means

- (a) a certificate with a unique number obtainable from the chief inspector, or a person appointed by the chief inspector, in the form of Annexure 1 J and issued by a registered person in respect of an electrical installation or part of an electrical installation; or
- (b) a certificate of compliance issued under the Electrical Installation Regulations, 1992;

"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;

"Electrical Installation Regulations, 1992"

means the Electrical Installation Regulations, 1992, promulgated by Government Notice No. R. 2920 of 23 October 1992;

"general control"

in relation to electrical installation work that is being carried out, includes instruction, guidance and supervision in respect of that work;

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;

"installation electrician"

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

"installation work" means

- (a) the installation, extension, modification or repair of an electrical installation;
- (b) the connection of machinery at the supply terminals of such machinery; or
- (e) the inspection, testing and verification of electrical installations for the purpose of issuing a certificate of compliance;

"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;

"registered person"

means a person registered in terms of

- (a) regulation 11; or
- (b) regulation 9 of the Electrical Installation Regulations, 1992, as an electrical tester for single phase, an installation electrician or a master installation electrician, as the case may be;

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;

Risk

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

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

1. A contractor (Principal as well as sub-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

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.

2.3.2.2 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 approved by the Chief Inspector and has necessary competencies and resources to assist the contractor.

2.3.2.3 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.

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. (Legal liability, Construction regulations 2014, OHS Act, HIRA & Incident investigation)

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 prior to commencing work on site.

2.3.5 Occupational Health and Safety Policy

1. The Contractor will submit a Health and Safety Policy with the Quotation, 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.

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.

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's 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. **DTSI will be provided to the contractor.**

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.

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. The Contractor will ensure that all employees under his / her control have gone through health and safety induction before being allowed to perform any task on site. The Contractor will keep a copy of the attendance register of all his / her employees who attended the induction. 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. The induction provided to employees must be in document form to indicate material used and must be available in the safety file.

2.3.11 Medical certificates of fitness

1. A contractor must ensure that all his or her employees have a valid medical certificate of fitness specific to the construction work to be performed and issued by an occupational health practitioner in the form of **Annexure 3** of Construction Regulation 2014. This medical certificate must specifically state that the person is fit for duty and must also highlight any medical restrictions identified. The contractor must keep a detailed register in his safety file for all employees with restrictions and document how the restrictions are being managed.

2.3.12 Awareness

1. The Contractor will conduct, toolbox talks once 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.

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 hoc 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 will submit a detailed Emergency Procedure for approval by The Project Client / Client Agent prior to commencement on site. 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.
2. Emergency procedures will include, but will not be limited to COVID-19, fire, spills, accidents to employees, use of hazardous substances, 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.

2.3.19 First Aid Box and First Aid Equipment

1. The Contractor will appoint in writing a First Aider(s). The appointed First Aider(s) are to 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 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 SMS.

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. PPE issue records must also be kept for all PPE issued to employees on site, ensure each employee signs for their PPE
2. The Contractor will clearly outline procedures to be taken when PPE or clothing is:
 - (a) Lost or Stolen
 - (b) Worn Out or Damaged
 - (c) 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 in line with SANS 1186 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 Goggles; Safety Harness, etc. The Contractor will be responsible to maintain the quality and replacement of signage.

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.

2.4 Occupational Safety

2.4.1 Excavations

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.

2.4.3 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.

2.4.4 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.

2.4.5 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) (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) (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) (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) (i) are equipped with an acoustic warning device which can be activated by the operator;
 - (j) (j) are equipped with an automatic acoustic reversing alarm; and
 - (k) (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 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.

2.4.8 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.

2.4.11 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 be 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 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.

2.5 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.

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

DISASTER MANAGEMENT ACT, 2002: AMENDMENT OF REGULATIONS ISSUED IN TERMS OF SECTION 27(2)

Mandatory protocols when in a public place

51. A person -

- (a) must when in a public place, wear a face mask; and
- (b) may not be allowed to be in a public place, use any form of public transport, or enter a public building, place or premises, if that person is not wearing a face mask.

Operation of economic sector 62.

1. Businesses may operate except for those set out in Table 3.
2. Businesses with more than 100 employees, working together in a group in the same floor space, must where possible, make provision for minimising the number of employees at the workplace at any given time, through rotation, staggered working hours, shift systems, remote working arrangements or similar measures, in order to achieve social distancing and to limit congestion in public transport and at the workplace.
3. Relevant health protocols and social distancing measures for persons employed in private residences must be adhered to.
4. Relevant health protocols and social distancing measures set out in directions must be adhered to, in addition to the occupational health and safety directions issued by the Cabinet member responsible for employment and labour, and applicable labour legislation.
5. Employers must implement appropriate measures for employees who are over the age of 60 or those with co- morbidities to facilitate their safe return to work, which may include special measures at the work place to limit employees' exposure to COVID -19 infection and where possible for the employees to work from home.
6. Construction, manufacturing, business and financial services firms with more than 500 employees must adhere to the appropriate sector or workplace arrangements or compacts to address the following-
 - (a) provide, or arrange transport to their employees coming to site, or, where this is not possible, consider staggered working time arrangements to reduce congestion in public transport;
 - (b) stagger the return to work of employees to ensure workplace readiness and avoid traffic congestion during peak travel times as a result of the return to work;
 - (c) screen employees daily for symptoms of COVID -19 and refer the employees who display symptoms for medical examination and testing where necessary; and
 - (d) submit data collected during the screening and testing process to the Director -General: Health.
7. (a) Sector -specific health protocols which must include provisions to limit the spread of COVID -19 in the sector concerned and to provide for circumstances where a firm cannot operate staggered working hours or provide transport to its employees, must be adhered to.
 (b) The sector -specific health protocols referred to in paragraph (a) where these are still to be developed, must be developed in consultation with the Department of Health.

Compliance officers 63.

1. Industries, businesses and entities, both private and in the public sector, must -
 - (a) designate a COVID -19 compliance officer who must oversee-
 - (i) the implementation of the plan referred to in paragraph (b); and
 - (ii) strict 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 to Annexure E and must be retained for inspection and must contain information regarding the following:

- (i) Employees who are permitted to work;
- (ii) what the plans for the phased -in return of their employees to the workplace are;
- (iii) the health protocols that are in place to protect employees from COVID -19; and
- (iv) the details of the COVID-19 compliance officer;
- (c) phased -in the return of their employees to work in order to manage the return of employees from other provinces, metropolitan areas and districts; 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.

2. A person in control of a retail store or institution must -
 - (a) take steps to ensure that customers keep a distance of at least one and a half metres from each other and that all directions in respect of health protocols and social distancing measures are strictly adhered to; and
 - (b) designate a compliance officer to ensure that safety controls are strictly adhered to and display the name of the compliance officer prominently in the store or institution in a visible area.

Offences and penalties 64.

1. For the duration of the national state of disaster, any person who hinders, interferes with, or obstructs an enforcement officer in the exercise of his or her powers, or the performance of his or her duties in terms of these Regulations, is guilty of an offence and, on conviction, liable to a fine or to imprisonment for a period not exceeding six months or to both such fine and imprisonment.
2. For the purposes of this Chapter, any person who fails to comply with or contravenes a provision of regulations 56(1), 57(1), 60(3)(a) and 61(1) of these Regulations commits an offence and is, on conviction, liable to a fine or to imprisonment for a period not exceeding six months or to both such fine and imprisonment. "

TABLE 3 ALERT LEVEL 1

All persons who are able to work from home must do so. However, persons will be permitted to perform any type of work outside the home, and to travel to and from work and for work purposes under Alert Level 2, subject to-

- (a) strict adherence to health protocols and social distancing measures;
- (b) the return to work being phased -in in order to put in place measures to make the workplace COVID -19 ready;
- (c) the return to work being done in a manner that avoids and reduces risks of infection; and

COVID - 19 Manager

COVID-19 Direction on Health and Safety in the Workplace issued by the Minister in terms of Regulation 10(8) of the National Disaster Regulations. - Administrative measures

16. Every employer must establish the following administrative measures:

16.5 It must appoint a manager to address employee or workplace representative concerns and to keep them informed and, in any workplace in which an health and safety committee has been elected, consult with that committee on the nature of the hazard in that workplace and the measures that need to be taken;

General Precautionary Measures

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.

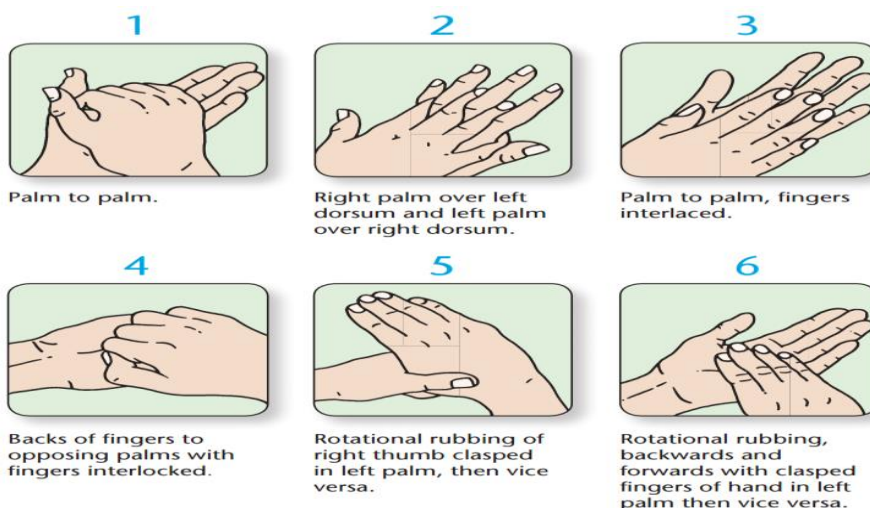
- Date Completed
- Name and Surname of employee
- ID Number
- Job description
- Contact number as well as alternative contact number
- Site information

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 |
- Ensure a minimum distance of at least 1.5 meters between workers.
 - Avoid close contact with people suffering from acute respiratory infections.
 - Frequent sanitizing and handwashing
 - Regularly sanitize and clean tools, equipment and stationary used
 - 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 required face masks.
 - 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.
 - Avoid handshakes, fist bumps or any type of physical contact.

The Correct Way To Wash Your Hands

Proper hand washing means washing your hands for at least 30 seconds with soap and water. The constant rubbing action helps soap break down the grease and dirt that carry most germs. This way, you will reduce the germ count on your hands by up to 99%.



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 and emptied 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 disposable paper towel or hand dryers and liquid soap .
- Ensure toilet – flushing apparatus is always functioning .
- Ensure that all sanitary pipes and fittings are in good working conditions.

Site Entry

- Regular toolbox talks must be introduced upon reporting for duty
- Employees must 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, if you 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 COVID-19 symptoms, 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 must be restricted. Only critical customer and supplier visitors must be allowed access to site/work area . Any other exceptions will also require site manager/client 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. $\geq 37.5^{\circ}\text{C}$) 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-CoV-2. 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.

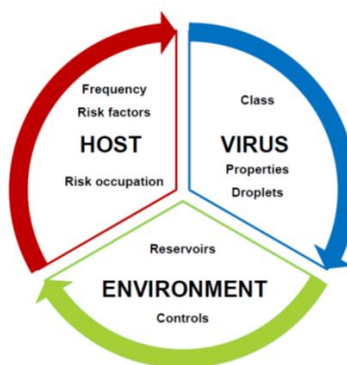
Lower Exposure Risk (Caution)

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.

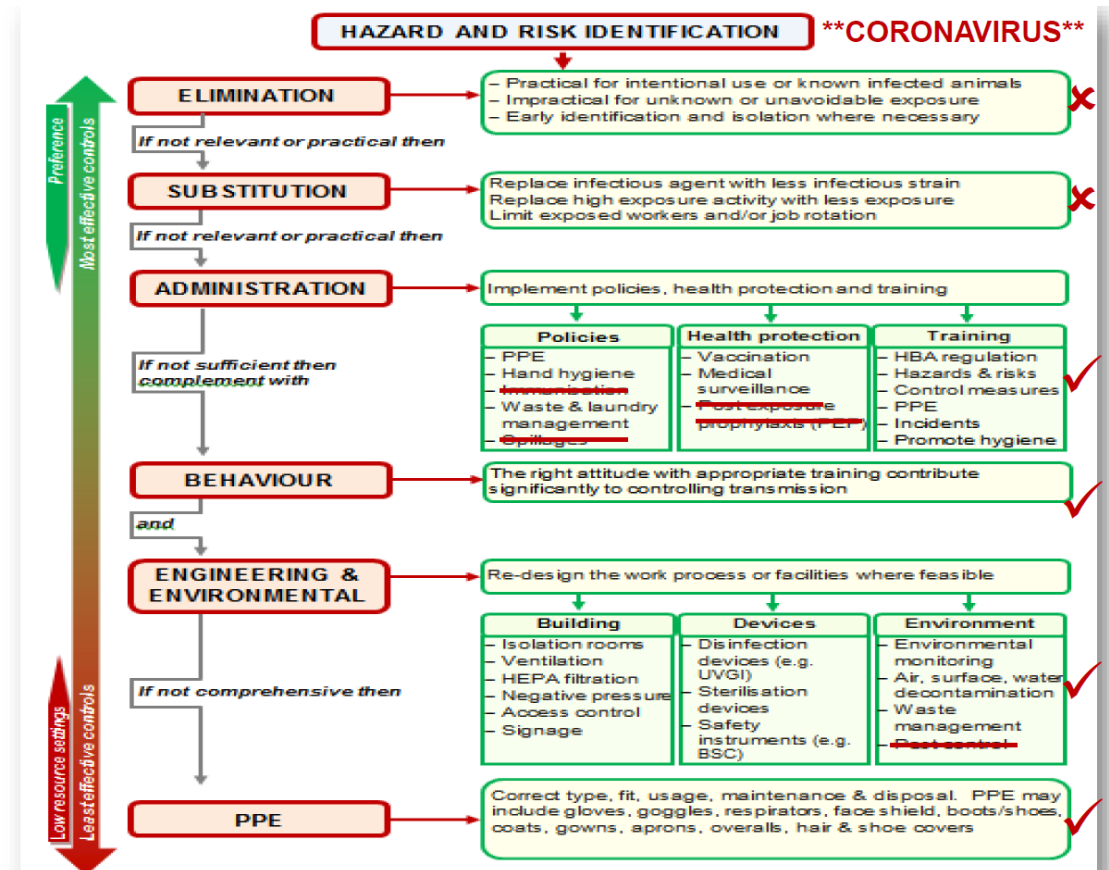
All types of PPE must be:

- 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 2meters 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 filtering half face respirators 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.



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:

16.1 Owner of business Section 16(1)*
Construction Manager CR 8(1)*
Construction Supervisor CR 8(7)
Assistant Construction Supervisor CR 8(8)
Construction Supervisor CR 8(5)
Risk Assessor - CR 9(1)
Fall Protection Planner CR 10(1) (If required)
Temporary Electrical Installation Inspector CR 24
Housekeeping Inspector CR 27
Stacking & Storage Supervisor - CR 28(a)
Fire Equipment Inspector - CR 29(h)
Construction Vehicle & Mobile Plant Operator - CR23(1)(d)* Vehicle used to travel to site and back home
Emergency Coordinator - ER 9
First Aider/s - GSR 3 (Compulsory)
Incident / Accident Investigator - GAR 9(2)
COVID-19 Compliance Officer

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	
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	

OTHER Occupational Health and Safety Specification REQUIREMENTS

ANNEXURE D

The contractor will comply and not be limited to the following requirements:

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
5.	Contractor Public Liability Insurance Cover <u>(Proof of cover and policy number)</u>
6.	Client SHE Specifications <u>(Proof of communication to Construction Manager & Supervision)</u>
7.	Letter of Good Standing with a Licenced Compensation Commissioner (COID)
8.	Organisation Structure <u>(Must indicate legal appointment reference, contact number as well as e-mail address where applicable)</u>
9.	Notification of Construction work
10.	Induction <u>(Copy of training material and proof of training)</u>
11.	Risk Assessments <u>(Approved risk assessment by contractor as well as proof of communication to all employees)</u>
12.	Area Emergency Plan site specific <u>(Proof of communication to employees)</u>
13.	All Safe work procedures relevant to tasks that will be performed tasks identified as high-risk activities during risk assessment process
14.	Appointments Letters <u>(Copy of legal appointments and competency/CV/Certificates)</u>
15.	Site Specific Audits and Internal Inspections Arrangements <u>(Client)</u>
17.	Personal Protective Equipment <u>(Proof of issue as well as monthly inspections by supervision)</u>
18.	Toolbox Talks <u>(Topics and proof of communication)</u>
19.	Equipment/Tools Inspections Checklist/Registers
20.	Medical Surveillance Certificates
21.	Copy of the Act & WCL2 Forms

22.	Fall Protection Plan
23.	Incident Investigation forms
24.	COVID-19

BASELINE RISK ASSESSMENT

	HAZARD	RISK	MINIMUM CONTROL MEASURES
1.	Excavations	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
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. • 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. • 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. - 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 • 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 • 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
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
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 - 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.
35	Clearing & Grubbing	Damage to unidentified services	• All work areas must be treated as if services may be presents where they are working. • Employees must observe all areas where work/excavations are done for signs of existing services, should any be spotted work must stop and supervisor must be called. • Supervisors must identify all existing service in work area and communicate these locations to employees. • Supervisor must be present when any existing services are being opened to ensure that it is done safely and correctly
36	Members of Public – Protection of	• Injury to member of public and road users from site works	• Barriers and signage to be in place • Workers must warn away any members of public from the works • Footpaths and bridges which are open to public must be closed off if in area of works or otherwise made safe so that no injury occurs to members of public • Traffic turning into site – traffic management and signage as required. • Signage to be on road at site entrance warning motorists that construction traffic turning into/out of site access. Keep roads free of mud where possible • Refer to plant risk assessment for details on plant safety precautions • NOTE: SIGNAGE TO BE POSTED ON SITE TO WARN

			OF CONSTRUCTION TRAFFIC MOVEMENTS. SAFE MEANS OF ACCESS FOR BOTH CONSTRUCTION TRAFFIC TO SITE AND PRIVATE HOMEOWNERS MUST BE AGREED.
37	Road Construction	Risk of being struck by vehicles	- Ensure traffic management measures in place - No construction activities to commence until adequate provision made to accommodate traffic in accordance with the South African Traffic Signs Manual. - Wear reflective waistcoats when working on or near the road or road shoulder as well as any other required personal protective clothing. - Crossing of road by personnel must be limited to the practical minimum - Use of fencing or other barriers as appropriate
38	Road Working – working in or next to road	Injury to workers caused by passing traffic Injury to road users and pedestrians by works	- Flagmen to be used where interface with construction plant with passers-by or where hazard posed by delivery vehicles turning into/out of site. - Traffic management plan to be approved by Municipality and, if necessary, traffic department - No construction activities to commence until adequate provision made to accommodate traffic in accordance with the South African Traffic Signs Manual. - Use safety signage to warn traffic and pedestrians of construction works - Where existing walk ways/pavements affected by works, must direct pedestrian traffic away to safe walking area. - Wear reflective waistcoats when working on or near the road or road shoulder as well as any other required personal protective clothing. - Crossing of road by personnel must be limited to the practical minimum - Use of fencing or other barriers as appropriate

**MANDATORY AGREEMENT ON ENVIRONMENTAL, HEALTH AND SAFETY
ISSUES**

ENTERED INTO AND BETWEEN

GEORGE MUNICIPALITY

(Hereinafter referred to as the "Employer")

and

.....

Contractor

Compensation Fund Number:

Whereas the Employer has called for the executing of the following work: **ENG016/2021 INSTALLATION OF STREETLIGHTS AT UNIONDALE WASTE WATER TREATMENT PLANT**, and whereas the Contractor undertook to carry out the work and whereas Employer and the Contractor have agreed to regulate the environmental, occupational health and safety responsibilities as between them, now therefore the undersigned agree to:

Section A: Occupational Health and Safety

- 1) The Contractor warrants that all his and his sub-Contractors' employees are covered in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act 1993, which cover shall remain in force whilst any such employees are present on Employer premises. The Contractor will only allow sub-Contractors on site with the prior written consent of the Employer.
- 2) The Contractor warrants that it is in possession of Public liability insurance cover and any other insurance cover of that will adequately make provision for any possible losses and/or claims arising from his and/or his sub-Contractors and/or his employees' acts or omissions on Employer premises, which shall remain in force whilst he and/or his sub-Contractor and/or his employees are present on Employer premises or which shall remain in force for the duration of his contractual relationship with the Employer, whichever period is the longer.
- 3) The Contractor undertakes to ensure that he and/or his sub-Contractors and/or their respective employees will at all times comply with all the requirements of the Occupational Health and Safety Act, Act 85 of 1993 (OHS-Act) and that he is an employer in his own regard. The Contractor (Mandatory) therefore and Employer therefore enter into this agreement by virtue of Section 37(2) of the OHS-Act, without derogating from this general undertaking, also comply with the following conditions:
 - (a) All work being done will be preceded by hazard identifications and risk assessments and these hazards and risk will eliminated, controlled or mitigated where reasonably practicable.
 - (b) All work performed on Employer premises must be performed under the close supervision of the Contractor's Supervisors on site. Such supervisors are to be conversant with the hazards associated with any work that the Contractor performs on the stated premises as well as the mitigating and controlling measures to be implemented.
 - (c) Contractor employees must be medically fit to perform the work they are required to perform. Proof of completed Annexure 3, medical fitness and biological monitoring is to be provided to the Employer authorised representative on request of the Employer. The contractor is specifically but not exclusively referred to: Hazardous Substances Act, Employment Equity Act, Construction Regulations 2014, Hazardous Chemical Substances Regulations, Lead Regulations, Asbestos Regulations, Hazardous Biological Agents Regulations, Noise Induced Hearing Loss Regulations, etc.

- (d) The Contractor's Chief Executive Officer shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act. If the Contractor assigns any duty in terms of Section 16(2), a copy of such written appointment shall immediately be forwarded to the Employer, as well as all other appointments made in terms of the Occupational Health and Safety Act.
- (e) The Contractor shall ensure that he familiarizes himself with the requirements of the Occupational Health and Safety Act and that he, his employees and any sub-Contractor comply with its requirements.
- (f) The Contractor shall appoint competent employees who shall be trained and conversant on any Occupational Health and Safety aspect pertinent to them or to the work that is to be performed. No employee will be employed on the site by the Contractor, which has not been employed for at least six months prior to the contract commencing in a similar position by the Contractor.
- (g) The Contractor shall strictly enforce discipline regarding Occupational Health and Safety.
- (h) The Contractor shall ensure that his employees are issued and use the required Personal Protective Equipment (PPE). PPE will only be used as a last resort where other mitigating measures are not reasonably practicable.
- (i) Safe work procedures shall be implemented and enforced; all employees shall be made conversant with the contents of these practices.
- (j) No unsafe or illegal equipment/machinery, personal protective equipment and/or articles shall be used on Employer premises.
- (k) Those incidents and accidents mentioned in the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour as well as to the Employer. The Employer shall further be provided with copies of any written documentation relating to any incident.
- (l) All employees of the Contractor shall be made conversant with work-related hazards and procedures to mitigate or eliminate these hazards.
- (m) The Contractor warrants that he shall act as a professional in his field of expertise and has identified all hazards and risks associated with the work to be performed.
- (n) The Employer and Contractor hereby obtains an interest in the issue of any investigation or formal inquiry conducted in terms of the Occupational Health and Safety Act pertaining to any incident involving the Contractor and/or his employees and/or his sub-Contractor/s.

- (o) No use shall be made of any Employer machinery/article/substance or personal protective equipment without written approval and without ensuring prior and during use it is in a proper condition and as such will not cause any risk to the health and safety of any person.
- (p) Work for which the issuing of a permit is required shall not be performed prior to the obtaining of a duly completed and approved permit.
- (q) No alcohol or other intoxicating substance shall be allowed on the Employer's premises. Anyone suspected of being under the influence of alcohol or any other intoxicating substance (including medicines) shall not be allowed on the premises.
- (r) Full co-operation shall be given if and when the Employer's employees inquire into occupational health and safety issues.
- (s) The Contractor will cease dangerous or unsafe work immediately when requested to do so by the Employer or its representatives. The onus still remains on the contractor to enforce health and safety practices.
- (t) The Contractor confirms that he has been informed that he must report to the Employer management (in writing) anything that he deems to be unhealthy and/or unsafe. He has informed his employees and/or sub-Contractors in this regard.
- (u) The Contractor warrants that he shall not endanger the health and safety of Employer employees, members of the surrounding community and/or visitors in any way whilst performing any work on Employer premises.
- (v) The Contractor undertakes to reimburse the Employer for all medical costs incurred relating to any of the Contractor's employees.
- (w) Should the contractor be performing "construction work" as defined in the Construction Regulations 2014 of the OHS-Act, the contractor will therefore ensure full compliance with said regulations

Section B: General and Environmental legal compliance

- 1) The Contractor will ensure compliance to all environmental legislation.
- 2) The Contractor undertakes to comply with all labour related legislation while performing work for the Employer.
- 3) The Contractor will be accountable and liable for all fines, penalties and civil action arising out of his and his employee's, contractor's or agent's acts and omissions. The Contractor will hold the Employer harmless against any such claims or actions.

Section C: Special conditions

- 1) This agreement shall remain in force for the complete duration of the specified work done for the Employer unless revoked in writing.
- 2) The Contractor representative shall be bound *in solidum (jointly and severally)* in terms of this agreement.
- 3) The Contractor undertakes to adhere to all the Employer's rules and regulations as well as all guidelines and other addendums that may be annexed hereto. The Contractor will ensure that all his employees are conversant with these annexures, where applicable.
- 4) "Employer Premises" in this agreement will include Client premises.
- 5) The Employer retains the right to stop any work deemed dangerous regarding the health and safety of employees, Client representatives, public or visitors. Work may also be stopped as a result of legal noncompliance's observed during audits, the contractor will be responsible for any damages and costs suffered as a result of work stoppages.

Date	
Place	
Signed by: Client: _____	Mr. _____
Date	
Place	
Signed by contractor or his authorized representative:	Mr. _____
Notes 1. Initial each page and annexures 2. Verify all corporate entity names and site them correctly 3. Verify insurances and COIDA 4. Verify signatory authority 5. Keep original 6. Initial where amended or writing added 7. To be signed before commercial agreement 8. Ensure commercial contract do not override this agreement.	

**APPOINTMENT AS THE PRINCIPAL CONTRACTOR OF CONSTRUCTION WORK
IN TERMS OF CONSTRUCTION REGULATION 5(1)(k) OF THE
OCCUPATIONAL HEALTH AND SAFETY ACT, (85 OF 1993) AS AMENDED**

NAME OF CLIENT: GOERGE MUNICIPALITY

IN TERMS OF THE ABOVE-MENTIONED ACT:

I/WE (FOR EMPLOYER) having been appointed to ensure full
compliance with the OHSA and Regulations, hereby appoint you.....
Manager-Section

On behalf of.....as Principal Contractor of Construction Work in
Full name

terms of the Construction Regulation 5(1)(k). The appointment is for the following project: **ENG016/2021**

INSTALLATION OF STREETLIGHTS AT UNIONDALE WASTE WATER TREATMENT PLANT

YOUR RESPONSIBILITIES ARE TO:

1. Comply with all the duties imposed on a Principal Contractor by the Construction Regulations.
2. Supervise all Construction work on the premises in accordance with CR 5(1)(k).
3. Ensure compliance with the health and safety specifications prescribed by the client or his agent for this project.
4. Ensure compliance with all the requirements of the National Building Regulations.
5. Ensure that all contractors appointed by yourself, and reporting to you, comply with the requirements as stipulated in the Construction Regulations.
6. Ensure that information and specifications to carry out work safely are communicated to all contractors appointed and reporting to you.
7. To ensure that all records, registers, and documentation are maintained and that all persons appointed to carry out tasks are competent and possess the necessary resources to complete their tasks effectively and in such manner that the health and safety of persons are not compromised.
8. Report to the client as per the agreed safety plan on all deviations and progress.

This appointment will become effective on the date of acceptance thereof and will be valid until completion of the construction work.

Please confirm your acceptance of this appointment by signing and returning to me the duplicate copy of this letter.

Signature:
Manager (for employer)

Designation:

Date:

ACCEPTANCE

I..... understand the implications of the appointment and confirm my acceptance of this appointment. I have studied the relevant sections of the Act and Regulations and understand what is required of me.

Signed:.....

Date: