

MOGALAKWENA LOCAL MUNICIPALITY



APPOINTMENT OF A CONTRACTOR FOR SUPPLY, DELIVERY AND INSTALLATION OF 5 SOLAR HIGH MAST LIGHTS AT MESOPOTAMIA VILLAGE

CONTRACT NO.: 23-2022/23

TENDERER NAME	
ADDRESS OF TENDERER	
TELEPHONE	
FACSIMILE	
TENDER AMOUNT IN FIGURES	
TENDER AMOUNT IN FIGURES	

CLOSING DATE:

17 JULY @ 12:00PM

EMPLOYER:

EMPLOYER'S AGENT:



MOGALAKWENA MUNICIPALITY
PO BOX 51
MOKOPANE
0600
TEL: 015 491 9600



TSEMOKGO (PTY) LTD
Office 3 Suite 4, Rhodesdrift Office Park, Bendor,
Polokwane 0699
Tel: 015 004 0233
Cell: 074 787 0980
Email: info@tsemokgo.co.za

MOGALAKWENA LOCAL MUNICIPALITY

CONTRACT NO: 23-2022/23

APPOINTMENT OF A CONTRACTOR FOR SUPPLY, DELIVERY AND INSTALLATION OF 5 Solar High Mast LIGHTS AT MESOPOTAMIA VILLAGE

GENERAL TENDER INFORMATION

TENDER ADVERTISED	:	29 June 2023
CIDB GRADING	:	4EP OR HIGHER
BRIEFING DATE	:	03 July 2023
TENDER CLOSING DATE	:	17 July 2023
CLOSING TIME	:	12: 00 PM
CLOSING VENUE	:	Mogalakwena Municipal Offices, 54 Retief Street, Mokopane, Tender Box
INSTRUCTIONS	:	Insert the large envelope containing the Tender Documents (completed in all respects) (including C.1.1 Form of Offer) plus any additional supporting documentation into the tender box.

PART A: INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	23-2022/23	CLOSING DATE:	17 July 2023	CLOSING TIME:	12:00 PM
BRIEFING	MOGALAKWENA MUNICIPAL OFFICES, 54 RETIEF STREET MOKOPANE OLD COUNCIL CHAMBER (Not compulsory)				
DESCRIPTION					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
54 RETIEF STREET, MOKOPANE					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	DUBA MOMOLOKO		CONTACT PERSON	R NTEKELE	
TELEPHONE NUMBER	015 491 9600		TELEPHONE NUMBER	015 491 9795	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS			E-MAIL ADDRESS		
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
SCHEDULE 1: ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		SCHEDULE 2: ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			☐ YES ☐ NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			☐ YES ☐ NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			☐ YES ☐ NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			☐ YES ☐ NO		
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 2.3 BELOW.					

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNED:

ENTERPRISE NAME

DATE

NAME

POSITION

(Proof of authority must be submitted e.g.
company resolution)

SIGNATURE

TENDER NOTICE AND INVITATION TO TENDER
CLOSING TIME & DATE: MONDAY 17 JULY 2023@12:00PM

Mogalakwena Local Municipality hereby invites suitably qualified service providers to tender for the below mentioned project.

The details of the project are as follows:

No:	Project Name	Tender Number	CIDB Grading	Briefing inspection	Briefing Date	Tender Closing
1	APPOINTMENT OF A CONTRACTOR FOR SUPPLY, DELIVERY AND INSTALLATION OF 5 SOLAR HIGH MAST LIGHTS AT MESOPOTAMIA VILLAGE	TENDER NO.23-2022/23	4EP OR HIGHER	MOGALAKWENA MUNICIPAL OFFICES,54 REFIEF STREET MOKOPANE OLD COUNCIL CHAMBER (Not compulsory)	MONDAY 03 JULY 2023 At 10H00	MONDAY 17 JULY 2023 At 12H00

Mogalakwena Local Municipality will evaluate, adjudicate and award the bids in accordance with the PPPFA of 2022 and quality criteria as stipulated in Tender data.

Tender documents containing tender conditions will be available for downloading on E-Tender Publication portal at www.etenders.gov.za for free and also on www.mogalakwena.gov.za

The respective project name with the project number must be clearly marked on the envelope before submission. Complete tender documents, fully priced, signed and sealed in an envelope must be deposited in the Tender Box at Mogalakwena Municipality, 54 Retief Street, Mokopane, **by no later than 12H00 on Monday 17 July 2023** for all the above projects when all tenders received will be opened in public in the Council Chamber, on the Ground Floor.

The bids will be evaluated according to the Procurement Policy of the Municipality and other applicable legislation. Late, faxed or telephonic tenders will not be accepted.

NB* Service providers should take note that no bid/service will be awarded to a service provider who is not registered on Web Based Central Supplier Database (CSD).

No late, faxed, telegraphic, emailed and telephonic tenders will be accepted. The council also reserves the right to negotiate further conditions and requirements with the successful tenderer.

Technical enquiries related to this tender must be addressed to Mr FR Ntekele on 015 491 9795 and SCM related enquiries must be addressed to Mr MA Duba in the Supply Chain Management Unit at 015 491 9649/9647/9731.

The Municipality does not bind itself to accept the lowest or any tender, and reserves the right to accept any tender or any part thereof, which may result in the acceptance of more than one tender, whichever the case may be.

**MM MALULEKA
MUNICIPAL MANAGER
54 Retief Street
Mokopane
0601**

Notice No:86

BIDING DOCUMENT CHECKLIST

The Following Bidding Checklist is a tool to ensure that the tenderer provide complete tender documentation to ensure that the bid can be considered for evaluation and adjudication.

DOCUMENT NAME	Tick	
	Yes	No
A Valid & <u>Original Tax and Pin Clearance</u> Certificate, In Case of a Joint Venture – A Tender Tax Clearance in the name of the Joint Venture.		
<u>A Valid Municipal Account or Letter of Good Standing</u> (It is a Municipal account for rates and taxes of the preferred bidder or Letter of Good standing from the Municipality where bidders is based indicating that the bidders municipal account is not in arrears for more than 90 days including satellite offices and including rental premises)		
A Valid B-BBEE Status Level Certificate or Joint Venture B-BBEE Certificate		
CSD registration number		
Authority of Signatory		
Company registration certificates		
Certified copy of valid Certificate of Good Standing with Compensation commissioner		
Certified academic qualifications, letter of employment and professional registration		
Form of offer		
Record of Addenda (if addendum was issued)		
10% guarantee of tendered amount		
<u>ALL MBD FORMS</u>		
MBD 1(Compulsory)		
MBD 3.1(Compulsory for PRICING SCHEDULE – FIRM PRICES)		
MBD 3.2 (Compulsory for PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)		
MBD 3.3 (Compulsory for PRICING SCHEDULE (Professional Services)		
MBD 4 (Compulsory for all shareholders and or directors.)		
MBD 6.1 (Compulsory)		
MBD 7.1(Compulsory) CONTRACT FORM - PURCHASE OF GOODS/WORKS		
MBD 7.2(Compulsory) CONTRACT FORM - RENDERING OF SERVICES		
MBD 8(Compulsory)		
MBD 9(Compulsory)		

Please note that all MBD Forms must be completed fully to ensure tender documents are considered.

MBD1: INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ENTITY)

BID NUMBER: CLOSING DATE: CLOSING TIME:

DESCRIPTION.....

The successful bidder will be required to fill in and sign a written Contract Form (MBD 7).

BID DOCUMENTS MAY BE POSTED TO:

.....

.....

OR

DEPOSITED IN THE BID BOX SITUATED AT (*STREET ADDRESS*)

.....

.....

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is generally open 24 hours a day, 7 days a week.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (AS DEFINED IN REGULATION 1 OF THE LOCAL GOVERNMENT: MUNICIPAL SUPPLY CHAIN MANAGEMENT REGULATIONS)

THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER CODE.....NUMBER.....

CELLPHONE NUMBER

FACSIMILE NUMBER CODE NUMBER.....

E-MAIL ADDRESS

VAT REGISTRATION NUMBER

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN ATTACHED? (MBD 2) YES/NO

ARE YOU THE ACCREDITED REPRESENTATIVE
IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED? YES/NO
(IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER

DATE

CAPACITY UNDER WHICH THIS BID IS SIGNED.....

TOTAL BID PRICE

TOTAL NUMBER OF ITEMS OFFERED.....

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Municipality / Municipal Entity:

Department:

Contact Person:

Tel:

Fax:

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person:

Tel:

Fax:

MBD2: TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

1. In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

MBD 3.1: PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

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

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	--

- | | | |
|---|--|--------------------------|
| - | Required by: | ..... |
| - | At: | ..... |
| | | |
| - | Brand and Model | ..... |
| - | Country of Origin | ..... |
| - | Does the offer comply with the specification(s)? | *YES/NO |
| - | If not to specification, indicate deviation(s) | ..... |
| - | Period required for delivery | ..... |
| | | *Delivery: Firm/Not firm |
| - | Delivery basis | ..... |

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

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

*Delete if not applicable

MBD 3.2: PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS. IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

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

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	--

- | | | |
|---|--|-----------------------------------|
| - | Required by: | ..... |
| - | At: | ..... |
| - | Brand and Model | ..... |
| - | Country of Origin | ..... |
| - | Does the offer comply with the specification(s)? | *YES/NO |
| - | If not to specification, indicate deviation(s) | ..... |
| - | Period required for delivery |
*Delivery: Firm/Not firm |
| - | Delivery basis | ..... |

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

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

*Delete if not applicable

PRICE ADJUSTMENTS

A. NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

Pa	=	The new escalated price to be calculated.
(1-V) Pt	=	85% of the original bid price. Note that Pt must always be the original bid price and not an escalated price.
D1, D2..	=	Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1,D2...etc. must add up to 100%.
R1t, R2t.....	=	Index figure obtained from new index (depends on the number of factors used).
R1o, R2o	=	Index figure at time of bidding.
VPt	=	15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. THE FOLLOWING INDEX/INDICES MUST BE USED TO CALCULATE YOUR BID PRICE:

Index..... Dated..... Index..... Dated..... Index..... Dated.....

Index..... Dated..... Index..... Dated..... Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

B. PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

MBD3.3 PRICING SCHEDULE (Professional Services)

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

OFFER TO BE VALID FORDAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APLICABLE TAXES INCLUDED)		
1	The accompanying information must be used for the formulation of proposals			
2	Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.	R.....		
3	PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)			
4	PERSON AND POSITION	HOURLY RATE	DAILY RATE	
	-----	R-----		-----
	-----	R-----		-----
	-----	R-----		-----
	-----	R-----		-----
	-----	R-----		-----
5	PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT			
	-----	R-----		----- days
	-----	R-----		----- days
	-----	R-----		----- days
	-----	R-----		----- days
6	Travel expenses (specify, for example rate/km and total km, class of air travel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoice			
7	DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
		.....	.....	R.....

..... R.....
 R.....
 R.....

- 8 Other expenses, for example accommodation (specify, e.g. Three-star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

9	DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
				R.....
				R.....
				R.....
				R.....
		TOTAL: R.....		

- 10 Period required for commencement with project after acceptance of bid
- 11 Estimated man-days for completion of project
- 12 Are the rates quoted firm for the full period of contract?*YES/ NO.
- 13 If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index
-
-
-
-

*Delete if not applicable

MBD 4: DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Full Name of bidder or his or her representative:.....

3.2 Identity Number:

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

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.

.....

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 of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

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

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars

.....

.....

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

3.11.1 If yes, furnish particulars

.....

.....

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

3.12.1 If yes, furnish particulars.

.....

.....

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

3.13.1 If yes, furnish particulars.

.....

.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. **YES / NO**

3.14.1 If yes, furnish particulars:

.....

.....

4. FULL DETAILS OF DIRECTORS / TRUSTEES / MEMBERS / SHAREHOLDERS.

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

MBD 5: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

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

- 1 Are you by law required to prepare annual financial statements for auditing?
- 1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years. ***YES / NO**

.....

.....

- 2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days? ***YES / NO**

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

- 2.2 If yes, provide particulars.

.....

.....

.....

.....

* Delete if not applicable

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

- 3.1 If yes, furnish particulars

.....

.....

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

4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

MBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- 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 **To be completed by the organ of state**

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	
SPECIFIC GOALS	
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2022 (Act No. 5 of 2022).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10
$P_s = 80 \left(1 - \frac{P_t - P}{P} \right)$	or	$P_s = 90 \left(1 - \frac{P_t - P}{P} \right)$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

80/20	or	90/10
$P_s = 80 \left(1 + \frac{P_t - P}{P} \right)$	or	$P_s = 90 \left(1 + \frac{P_t - P}{P_{max}} \right)$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

Historically Disadvantaged Individuals - HDI	80/20 Preferential Point System	90/10 Preferential Point System	Means of Verification
	20	10	
Race – people who are Black, Coloured or Indian	6	3	CSD report and Certified Copy of Identification Documentation
Local Economic Development	4	2	Company head office residence within Mogalakwena Municipal Jurisdiction as per CSD and proof of residence
Gender - Women	3	1	CSD report and Certified Copy of Identification Documentation
Youth	4	2	CSD report and Certified Copy of Identification Documentation
Disability	3	2	Certified copy of Doctor's Certificate with medical practice number

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I 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 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering 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 tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME	
DATE:	
ADDRESS:	
	
	
	

MBD 6.2: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

x is the imported content in Rand

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

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

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

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

2. Definitions

- 2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);

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

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

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

4. Does any portion of the services, works or goods offered have any imported content?

(Tick applicable box)

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

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

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

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

IN RESPECT OF BID NO.

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

.....
NB

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

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

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

the information contained in Declaration D and E which has been consolidated in Declaration C;

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

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

MBD 7.1: CONTRACT FORM - PURCHASE OF GOODS/WORKS

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2022;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

DATE.....

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as..... accept your bid under reference numberdated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

TEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	SPECIFIC GOALS	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorized to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

--

WITNESSES

1.

2.

DATE

MBD 7.2: CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (iv) Bidding documents,
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2022;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (v) General Conditions of Contract; and
 - (vi) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

DATE:

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as..... accept your bid under reference numberdated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	SPECIFIC GOALS	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

--

WITNESSES

1

2

DATE:

MBD 7.3: CONTRACT FORM - SALE OF GOODS/WORKS

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE SELLER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE SELLER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to purchase all or any of the goods and/or works described in the attached bidding documents from (name of institution)..... in accordance with the requirements stipulated in (bid number)..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the seller during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (vii) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Special Conditions of Contract;
 - (viii) General Conditions of Contract; and
 - (ix) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) cover all my obligations and I accept that any mistakes regarding price(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I undertake to make payment for the goods/works as specified in the bidding documents.
6. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
7. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

DATE.....

CONTRACT FORM - SALE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE SELLER)

1. I..... in my capacity as.....
accept your bid under reference numberdated.....for the purchase of
goods/works indicated hereunder and/or further specified in the annexure(s).
2. I undertake to make the goods/works available in accordance with the terms and conditions of the contract.

TEM NO.	DESCRIPTION	PRICE (ALL APPLICABLE TAXES INCLUDED)		

3. I confirm that I am duly authorized to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

--

WITNESSES

1.....

2.....

DATE.....

MBD 8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). 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 ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

Js367bW

MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition sion 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

Js9141w 4

T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained *SANS 10845-3, Construction procurement-Part 3 Standard Conditions of tender*.

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

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

Clause No.	
F.1.1	The Employer is: Mogalakwena Local Municipality (MLM) P O Box 34 MOKOPANE 0600
F.1.2	The tender document's contents are as follows: Part T1: Tendering Procedures T1.1 Tender Notice and invitation to tender. T1.2 Tender Data Part T2: Returnable Documents T2.1 List of Returnable documents T2.2 Returnable schedules forms Part T2.3 Bill of Quantities THE CONTRACT Part C1: Agreements and Contract Data C1.1 Form of Offer and Acceptance C1.2 Contract Data C1.3 Form of Guarantee Part C2: Scope of Work C2.1 Scope of Work Part C3: Site Information, specifications and special conditions C3.1 Site Information C3.2 Specification C3.3 Special Conditions
F1.3	Interpretation The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these tender conditions.

	The Employer's Representative is:	Municipal Manager Mr MM Maluleka 015 491 9604
	Attention is drawn to the fact that verbal communication given by the Employer's representative prior to the close of tenders will not be regarded as binding on the employer. Only information issued formally by the employer in writing to the tenders, under the signature of the Accounting Officer or his nominee will be regarded as amending the tender documents. Tender offer communicated on paper shall be submitted as an original. In the event that no correspondence or communication is received from the MLM within ninety (90) days after the stipulated closing date and time of the tender, the tender proposal will be deemed to be unsuccessful.	
F.1.5.1	Reject or Accept The Employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such a cancellation and rejection but will give written reasons for such action upon written request to do so.	
F.2.1	Eligibility Only those tenderers who satisfy the following criteria are eligible to submit tenders: Only those Tenderers who are registered with: • The National Treasury Central service provider data base for the designated group or category of works, • CSD Validity proof to be within 7 days from date of closure of this Bid. • The Construction Industry Development Board (CIDB), in a contractor grading designation equal to or higher than 4 class construction works, are eligible to have their tenders evaluated. Joint Ventures are eligible to submit tenders provided that: 1. Every member of the joint venture is registered with the CIDB. 2. The combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than 4 class of construction work designated groups. 3. That both members of the Joint Venture be represented at the compulsory clarification meeting. Only tenderers who registered with CIDB and relevant grading are eligible to submit tenders.	
F.2.2	Compensation of tendering Accept that the Employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.	

F.2.3	Check documents. Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.
F.2.4	Confidentiality and copyright Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.
F.2.5	Reference documents Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.
F.2.6	Acknowledge Addenda Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension of the closing time stated in the tender data, in order to take the addenda into account.
F.2.7	Compulsory clarification meeting is scheduled as follows: Not applicable.
F.2.8	Seek clarification. Questions or queries must be submitted to the Engineer at least five (5) working days before the stipulated closing date and time of the tender. However, Mogalakwena Local Municipality shall not be liable nor assume liability for failure to respond to any questions and / or queries raised by the Tenderer.
F.2.10	Pricing the tender This will be requested on the second stage evaluation.
F.2.11	Alterations to documents Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall sign next to all such alterations. Erasures and the use of masking fluid are prohibited.
F.2.12	Alternative tender offers Alternative offers may be submitted only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.

	Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.
F.2.13	Submitting a tender offer No late, faxed, emailed or other form of tender will be accepted. Completed tenders with attached documents, if any, must be submitted in Black ink in sealed envelopes and clearly marked “APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY, DELIVERY AND INSTALLATION OF 5 Solar High Mast LIGHTS AT MESOPOTAMIA VILLAGE.” must be placed in Tender Box, Mogalakwena Local Municipal Offices, 54 Retief St, Mokopane, not later than 12:00 PM on the 17 July 2023, at which hour and date the tenders will be opened in public. Tenders shall remain valid for a period of 90 days from closing date and no late, faxed, e- mailed or other form of tender will be accepted. Accept that a tender submitted to the employer cannot be withdrawn or substituted. No substitute tenders will be considered. All tenders received by the Mogalakwena Local Municipality will remain in the Municipality's possession until after the stipulated closing date and time.
F.2.14	Information and data to be completed in all respects. Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive. Responsive tenders are ONLY those tenders with all documents and pages, contained herein, that have been signed by the responsible person duly authorized to sign all documents indicated on the returnable document “FORM B Authority of Signatory.”
F.2.15	Tender Closing Closing date: 17 July 2023 Closing Time: 12:00 PM
F.2.16	Tender offer validity The Tender offer validity period is 90 days.
F.2.18	Provide other information material for the evaluation. 1. Proposed Key Personnel The tenderer shall indicate. I. All staff positions/titles proposed for the team and the relationship between them. II. Names of key professional people, and

	III. Parent firm abbreviation and in brackets (for JVs) after each professional person. The text of this section shall include the concise statement of the duties of each individual of the organisation and the suitability of his/her qualifications for the assignment. In this part of the tender, the Tenderer shall also supply Curriculum Vitae (CV's) for the Professional Staff named on the organisational chart and working on full time basis for the Tenderer. The CV should follow the normal Professional Format as used by Professional Service Providers. Much importance will be placed on the experience of the staff proposed. The Tender must ensure that, if selected, the nominated staff will be assigned as proposed. Failure to do so may result in the annulment of any acceptance of the Tenders' proposal and/ or Agreement entered into by the Client for the execution of the services. The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labor-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements. 2. Joint Venture arrangements should be in accordance with the CIDB guidelines (D2 or latest version), Joint venture must be constituted by means of a comprehensive and fair, written agreement between the members, which sets out their obligations, rights, risks and rewards. Joint venture members should share at least the following aspects of the joint venture activities in a meaningful and equitable manner: 1. Control 2. Management 3. Operations 4. Risk 5. Profit and Loss The tenderer shall list in the appropriate Forms, the appropriate related projects undertaken by the member firms of the tenderer within the last five (5) years. Provide short precise report on 3 completed projects with client – specific evidential information (or consultant specific ONLY in the absence of client specific formats) Please fill in the exact required information. Failing to do so, your bid will be rendered nonresponsive. The tenderer shall provide documentation of company experience of each member of the Consortium/Joint Venture in design, project development, and project management for electrical projects. The tenderer is required to submit with his tender: non-Submission of the following documents will result in automatic disqualification:
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	(1) a valid Tax and pin Clearance Certificate issued by the South African Revenue Services;and (2) a certified copy of the Company / CC Registration. In case of Joint Venture – both companies / cc to submit registration documentation. (3) In case of Joint Venture – the Joint Venture Agreement. (4) Certified copy of valid Certificate of Good Standing with Compensation commissioner.
F.3.6	Non-disclosure After the opening of the tender offers, no information relating to the clarification, determination of responsiveness, evaluation and comparison of tender offers and recommendations concerning the award of the tender shall be disclosed to any other tenderer or persons not concerned with such process until the award of the Tender has been announced by the MLM.
F.3.11	Evaluation of tender offers The Tenderers notice is drawn to the fact that the evaluation, adjudication and awarding of this tender will be in terms of the Supply Chain Management Policy of the Mogalakwena Local Municipality and the Preferential Procurement Regulations of 2022 in compliance with the National Treasury Standard for Infrastructure Procurement and Delivery Management, 1st Edition, October 2015. If the Tender does not comply with the Tender conditions, the Tender may be rejected. If specifications are not met, the Tender may also be rejected with regard to the above, certain actions or errors are unacceptable, and warrants <u>REJECTION OF THE TENDER:</u> ▪ Only valid tax clearance and pin certificates must be attached to the Tender document). ▪ Non submission of company registration certificates. ▪ Non submission of active proof of CIDB and CSD ▪ Non submission of the offer in the prescribed format ▪ Pages to be completed, removed from the Tender document, and have therefore not been submitted. ▪ Failure to fully complete the schedule of quantities as required. ▪ Failure to fully complete form of offer. ▪ Scratching out without initialing next to the amended rates or information. ▪ Writing over / painting out rates / the use of tippex or any erasable ink, e.g. pencil. ▪ Failure to attend compulsory briefing meetings. ▪ The Tender has not been properly signed by a party having the authority to do so, according to the Form D – “Authority for Signatory.” ▪ No authority for signatory submitted. ▪ Non-submission of certified academic qualification, the letter of employment and professional registration

	▪ Particulars required in respect of the Tender have not been provided – non-compliance of Tender requirements and/or specifications. ▪ The Tenderer’s attempts to influence, or has in fact influenced the evaluation and/or awarding of the contract. ▪ Failure to fill and sign the record of addenda (if addendum was issued) ▪ The Tender has been submitted after the relevant closing date and time. ▪ If any municipal rates and taxes or municipal service charges owed by that Tenderer or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three months. ▪ If any Tenderer who during the last five years has failed to perform satisfactorily on a previous contract with the municipality or any other organ of state after written notice was given to that Tenderer that performance was unsatisfactory. Failure to complete in all returnable schedules and signing thereof will results an automatic disqualification. 2. Size of enterprise and current workload Evaluation of the Tenderer’s position in terms of: ▪ Previous and expected current annual turnover. ▪ Current contractual obligations ▪ Capacity to execute the contract. ▪ Previous experience in completing the high mast light projects. 3. Staffing profile Evaluation of the Tenderer’s position in terms of: ▪ Staff available for this contract being Tendered for ▪ Qualifications, registration and experience of key staff to be utilized on this contract. 4. Previous experience Evaluation of the Tenderer’s position in terms of his previous experience. Emphasis will be placed on the following: ▪ Experience in the Supply and Installation of high mast lights ▪ Experience of contracts of similar size for the supply and installation of high mast light ▪ Some or all of the references will be contacted to obtain their input. 5. Financial ability to execute the contract: Evaluation of the Tenderer’s financial ability to execute the contract. Emphasis will be placed on the following: ▪ Contact the Tender’s bank manager to assess the Tenderer’s financial ability to execute the contract and the Tenderer hereby grants his consent for this purpose. ▪ It is the Tenderer’s obligation to submit a bank letter confirming the bank rating of the firm.
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	6. Good standing with SA Revenue Services ▪ Determine whether an original valid tax clearance certificate has been submitted. ▪ The Tenderer <u>must affix a valid Tax Clearance and tax pin Certificates</u> to the <u>designated page of the Tender document</u>. If the Tender does not meet the requirements contained in the Mogalakwena Local Municipality supply chain Policy, and the above mentioned framework, it will be rejected by the Council, and may not subsequently be made acceptable by correction or withdrawal of the non-conforming deviation or reservation. 7. Penalties The Mogalakwena Local Municipality will if upon investigation it is found that a preference in terms of the Act and these regulations has been obtained on a fraudulent basis, or any specified goals are not attained in the performance of the contract, one or more of the following penalties will be imposed: ▪ Cancel the contract and recover all losses or damages incurred or sustained from the Tenderer. ▪ Impose a financial penalty of twice the theoretical financial preference associated with the claim, which was made in the Tender. ▪ Restrict the firm, its shareholders and directors on obtaining any business from the Mogalakwena Local Municipality for a period of 5 years. ▪ Report such a firm to the National Treasury for listing as a defaulter firm. 8. Tender evaluation points Tender evaluation points will be allocated as per the Supply Chain Management policy and the preferential procurement policy framework Act, 2000: preferential procurement regulations, 2022. Tender responsiveness shall mean tender compliance with all the prescribed key requirements for submission with this tender which are regarded as eliminating factors. Elimination factors include non-compliance with key requirements specified for the following: • Construction Manager qualifications and proven experience (15 Points). • Site Manager qualifications and proven experience (10 Points). • Electrician and proven experience (8 Points) • Health and Safety Officer (5 Point) • Physical and Other Resources (30 Points) • Experience of firm (32 Points) NB!!!! Proof of academic qualifications in the form of certified copies as well as confirmation of employment must be attached to the personnel's CV.
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Construction Manager:

(Maximum Points obtainable 15)

Name.....

Evaluation Criteria	Minimum Required	Elimination Factor	Points obtainable	Points Claimed
Academic Qualifications	BEng degree in Electrical Engineering registered with any built Environment Professional Registration.	Yes	4	
	Higher Diploma or BEng degree in Electrical Engineering registered with any built Environment Professional Registration.	Yes	2	
Sub-total (maximum attainable)			4	
Years of experience	0 – 5	No	2	
	6 – 10	No	3	
	11 – 15	No	6	
	16 upwards	No	9	
Sub-total (maximum attainable)			9	
Current Employment	Full time employed by the Firm	Yes	2	
Sub-total (maximum attainable)			2	
Total			15	

	Site Manager: <i>(Maximum Points obtainable 10)</i> Name																																																							
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 20%;">Evaluation Criteria</th> <th style="width: 30%;">Minimum Required</th> <th style="width: 15%;">Elimination Factor</th> <th style="width: 15%;">Points obtainable</th> <th style="width: 20%;">Points Claimed</th> </tr> </thead> <tbody> <tr> <td>Academic Qualifications</td> <td>Qualified Technicians with Ndip in Electrical Engineering</td> <td>No</td> <td>3</td> <td></td> </tr> <tr> <td colspan="3">Sub-total (maximum attainable)</td> <td>3</td> <td></td> </tr> <tr> <td rowspan="4" style="text-align: center; vertical-align: middle;">Years of experience after qualification</td> <td>0 – 5</td> <td>No</td> <td>1</td> <td></td> </tr> <tr> <td>6 – 10</td> <td>No</td> <td>2</td> <td></td> </tr> <tr> <td>11 – 16</td> <td>No</td> <td>3</td> <td></td> </tr> <tr> <td>17 upwards</td> <td>No</td> <td>5</td> <td></td> </tr> <tr> <td colspan="3">Sub-total (maximum attainable)</td> <td>5</td> <td></td> </tr> <tr> <td>Current Employment</td> <td>Full time employed by the Firm (Confirmation letter on Company letter head required)</td> <td>No</td> <td>2</td> <td></td> </tr> <tr> <td colspan="3">Sub-total (maximum attainable)</td> <td>2</td> <td></td> </tr> <tr> <td colspan="3">Total</td> <td>10</td> <td></td> </tr> </tbody> </table>				Evaluation Criteria	Minimum Required	Elimination Factor	Points obtainable	Points Claimed	Academic Qualifications	Qualified Technicians with Ndip in Electrical Engineering	No	3		Sub-total (maximum attainable)			3		Years of experience after qualification	0 – 5	No	1		6 – 10	No	2		11 – 16	No	3		17 upwards	No	5		Sub-total (maximum attainable)			5		Current Employment	Full time employed by the Firm (Confirmation letter on Company letter head required)	No	2		Sub-total (maximum attainable)			2		Total			10	
Evaluation Criteria	Minimum Required	Elimination Factor	Points obtainable	Points Claimed																																																				
Academic Qualifications	Qualified Technicians with Ndip in Electrical Engineering	No	3																																																					
Sub-total (maximum attainable)			3																																																					
Years of experience after qualification	0 – 5	No	1																																																					
	6 – 10	No	2																																																					
	11 – 16	No	3																																																					
	17 upwards	No	5																																																					
Sub-total (maximum attainable)			5																																																					
Current Employment	Full time employed by the Firm (Confirmation letter on Company letter head required)	No	2																																																					
Sub-total (maximum attainable)			2																																																					
Total			10																																																					

Electrician: (Maximum Points obtainable 8)

Name.....

Evaluation Criteria	Minimum Required	Elimination Factor	Points obtainable	Points Claimed
Academic Qualifications	Installation Electrician with 3 Phase Wiremen's License	No	3	
Sub-total (maximum attainable)			3	
Years of experience after qualification	0 – 3	No	0.5	
	4 – 10	No	1	
	11 – 16	No	2	
	17 upwards	No	3	
Sub-total (maximum attainable)			3	
Current Employment	Full time employed by the Firm (Confirmation letter on Company letter head required)	No	2	
Sub-total (maximum attainable)			2	
Total			8	

NB: PROOF OF ANNUAL RENEWAL FOR WIREMEN'S LICENSE FROM THE DEPARTMENT OF LABOUR.

Health & Safety Officer:

(Maximum Points obtainable 10)

Name.....

Evaluation Criteria	Minimum Required	Elimination Factor	Points obtainable	Points Claimed
Academic Qualifications	Equivalent Qualification in Health and Safety, registered with relevant professional bodies as well.	No	2	
Sub-total (maximum attainable)			2	
Years of experience after qualification	0 – 3	No	0.5	
	4 – 10	No	1	
	11 – 16	No	1.5	
	17 upwards	No	2	
Sub-total (maximum attainable)			2	
Current Employment	Full time employed by the Firm (Confirmation letter on Company letter head required)	No	1	
Sub-total (maximum attainable)			1	
Total			5	

Physical and Other Resources

It must be noted that a total points of **30** are obtainable by the Firm in relation to the requirements as mentioned on the table below, failure to submit evidential supporting documents is not an eliminating factor **BUT** a zero point will be scored.

Evaluation Criteria	Minimum Required	Elimination Factor	Points obtainable	Points Claimed
Sub-total (maximum attainable)			5	
Company's Tools	Related (relevant) Yellow Plant i.e. TLB x1	No	Own =6 Lease=3	
	Construction tools and Equipment (i.e. compaction equipment and jack hammer)	No	Own =4 Lease=2	
Sub-total (maximum attainable)			10	
Company's vehicles	Tipper Trucks x 1	No	Own=6 Lease=3	
	LDVs x 1	No	Own=6 Lease=3	
	20 Ton Crane Truck x1	No	Own=8 Lease=4	
Sub-total (maximum attainable)			20	
Total			30	

Evaluation Criteria	Evaluation Criteria	Elimination Factor	Points obtainable	Points Claimed
Company experience in terms of facilities related projects completed Appointment letter and completion letter must be submitted	0 - 3 Mast Lights Installed	No	6	
	4 - 6 Mast Lights Installed	No	9	
	7 -9 Mast Lights Installed	No	14	
	10+ Mast Lights Installed	No	17	
Sub-Total (maximum attainable)			17	
Company experience in terms of value of Engineering Projects Completed (Facilities related) Appointment letter and completion letter must be submitted	R0 mil – R1 mil	No	6	
	R1.1 mil – R2 mil	No	10	
	R2.1 mil and R3 mil	No	12	
	+ R3.1 mil and more	No	15	
Sub-Total (maximum attainable)			15	
TOTAL (at least bidder must score above 50% out of 32 points to be considered for the next stage)			32	

	The Firm's tender responsiveness in relation to points is therefore summarized as follows: <table> <tr> <td>Personnel</td><td>38</td></tr> <tr> <td>Physical and Other Resources</td><td>30</td></tr> <tr> <td>Experience of Firm</td><td><u>32</u></td></tr> <tr> <td>Sub-Total</td><td>100</td></tr> </table> A firm must obtain a minimum of <u>70 points</u> out of the 100 points above to be considered for price and special goals. NB: CONTRACTOR TO BEAR 10% GUARANTEE OF TENDERED AMOUNT TO BE CONSIDERED FOR NEXT STAGE	Personnel	38	Physical and Other Resources	30	Experience of Firm	<u>32</u>	Sub-Total	100
Personnel	38								
Physical and Other Resources	30								
Experience of Firm	<u>32</u>								
Sub-Total	100								
	Regulations of disputes, objections, complaints and queries will be handled in accordance with Supply Chain Management Policy of Mogalakwena Local Municipality.								
F.3.11.3	Method 2 Method 2: Financial offer and preference will be used to evaluate tenderers.								
F.3.11.6	The additional conditions of Bid Document 1 Mogalakwena Local Municipality may also request that the Tenderer provide written evidence that his financial, labour and resources are adequate for carrying out the project. 2 The Mogalakwena Local Municipality reserves the right to appoint a firm of chartered accountants and auditors and / or execute any other financial investigations on the financial resources of any Tenderer. The Tenderer shall provide all reasonable assistance in such investigations. The tenderer is to note that the following Additional Relevant Documents will form part of this contract: (i) Mogalakwena Local Municipality Supply Chain Management Policy, (ii) The preferential procurement policy framework Act, 2000: preferential procurement regulations, 2022								
F.3.17	Provide copies of the contracts The number of paper copies of the signed contract to be provided by the Employer is one.								

Part T2: Returnable Documents

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T1.1 List of returnable schedules	55
T1.2 Returnable schedules	56

The Bidders must complete and sign the following returnable Schedules:

T2.1 List of Returnable Schedules.

Form A	COMPULSORY ENTERPRISE QUESTIONNAIRE
Form B	AUTHORITY OF SIGNATORY
Form C	FINANCIAL REFERENCES /BIDDER'S CREDIT RATING AND BANK DETAILS
Form D	MUNICIPAL UTILITY ACCOUNT
Form E	PROPOSED KEY PERSONNEL
Form F	SCHEDULE OF PREVIOUS EXPERIENCE
Form G	SCHEDULE OF CURRENT PROJECTS
Form H	SCHEDULE OF INFRASTRUCTURE AND RESOURCES / PLANT AND EQUIPMENT
Form I	RECORD OF ADDENDA TO TENDER DOCUMENTS
Form J	PROOF OF GOOD STANDING WITH COMPENSATION COMMISSIONER
Form K	DECLARATION BIDDER'S LITIGATION HISTORY
Form L	CIDB GRADING CERTIFICATE
Form M	CSD REPORT
Form N	10% GUARANTEE FOR THE TENDERED AMOUNT

T2.2 Returnable schedules

FORM A: COMPULSORY ENTERPRISE QUESTIONNAIRE

In the case of a Joint Venture – This page is to be completed and submitted in respect of each partner

1.	NAME OF ENTERPRISE	
2.	CONTACT PERSON	
3.	CONTACT NUMBER	
4.	FAX NUMBER	
5.	E-MAIL ADDRESS	
6.	POSTAL ADDRESS	
7.	PHYSICAL ADDRESS	
8.	VAT REGISTRATION NUMBER	
9.	TAX REFERENCE NUMBER	
10.	CIDB REGISTRATION NUMBER	
11.	CIDB GRADING	

12. HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED

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

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

- AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)
- A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM (SANAS)
- A REGISTERED AUDITOR

13. (A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE 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

.....
Signature on behalf of tender

ATTACH THE FOLLOWING DOCUMENTS HERETO
--

1. **For Closed Corporations**

Certified CK1 or CK2 as applicable (Founding Statement)

2. **For Companies**

- Certified copy of the Certificate of Incorporation
- Certified copies of the ID's of the Directors and
- the shareholders register

3. **For Joint Venture Agreements**

- Copy of the Joint Venture Agreement between all the parties,
- as well as the documents in (1) or (2) of each Joint Venture member.

4. **For Partnership**

- Certified Copies of the ID's of the partners

5. **One person Business / Sole trader**

- Certified Copy of ID

6. **B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE**

- Attach an original or certified copy of B-BBEE Status Verification Certificate

a) **NOTE THE FOLLOWING IN RESPECT OF B-BBEE CERTIFICATES:**

1. *Certificates attached hereto should be those issued by approved verification agencies as directed by the National Treasury and the DTI (Department of Trade and Industry)*
2. *Verification agencies should be approved by SANAS and Accounting Officers and Auditors should be approved in terms of the IRBA (Independent Regulatory Body for Auditors), and as prescribed by the Close Corporations Act for designation as an Accounting Officer*
3. *Certified copies of the B-BBEE certificate should be within the financial year of the issued bid or quotation.*

Further information in respect of the above is obtainable from the National treasury and DTI websites and the Preferential Procurement Regulations, 2011

FORM B: AUTHORITY OF SIGNATORY

Details of person responsible for tender process:

Name :

Contact number :

Office address :

Signatories for close corporations and companies shall confirm their authority by attaching to this form a **duly signed and dated original or certified copy on the Company Letterhead** of the relevant resolution of their members or their board of directors, as the case may be.

1) PRO-FORMA FOR COMPANIES AND CLOSE CORPORATIONS:

"By resolution of the board of directors passed on (date)

Mr

has been duly authorized to sign all documents in connection with the Tender for Contract Number

.....and any Contract which may arise there from on

behalf of

(BLOCK CAPTIALS)

SIGNED ON BEHALF OF THE COMPANY

IN HIS CAPACITY AS

DATE

FULL NAMES OF SIGNATORY

AS WITNESSES: 1.

2.

PRO-FORMA FOR JOINT VENTURES:

Certificate of Authority for Joint Ventures

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms , authorised signatory of the company , acting in the capacity of lead partner, to sign all documents in connection with the tender offer an any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
		SIGNATURE ON BEHALF OF BIDDER: Name: Designation:
		SIGNATURE ON BEHALF OF BIDDER: Name: Designation:
		SIGNATURE ON BEHALF OF BIDDER: Name: Designation:
		SIGNATURE ON BEHALF OF BIDDER: Name: Designation:

ATTACH HERETO THE DULY SIGNED AND DATED ORIGINAL OR CERTIFIED COPY OF AUTHORITY OF SIGNATORY ON COMPANY LETTERHEAD (NOT OLDER THAN THREE MONTHS FROM DATE OF TENDER CLOSURE)

FORM C: FINANCIAL REFERENCES

DETAILS OF BIDDERS BANKING INFORMATION

- a) Notes to bidder:
1. The bidder shall attach to this form certified copy or an original letter from the bank confirming the bank account and details which is not older than three months. The bidder's banking details as they appear below shall be completed.
 2. In the event that the bidder is a joint venture enterprise, details of all the members of the joint venture shall be similarly provided and attached to this form.

BANK NAME:									
ACCOUNT NAME:									
ACCOUNT TYPE: (e.g. Savings, Cheque etc)									
ACCOUNT NO:									
ADDRESS OF BANK:									
CONTACT PERSON:									
TEL. NO. OF BANK / CONTACT:									
How long has this account been in existence:	<table><tr><td>0-6 months</td><td></td></tr><tr><td>7-12 months</td><td></td></tr><tr><td>13-24 months</td><td></td></tr><tr><td>More than 24 months</td><td></td></tr></table> (Tick which is appropriate)	0-6 months		7-12 months		13-24 months		More than 24 months	
0-6 months									
7-12 months									
13-24 months									
More than 24 months									

SIGNATURE ON BEHALF OF BIDDER :

ATTACH CERTIFIED COPY OR ORIGINAL LETTER FROM BANK TO THIS PAGE (NOT OLDER THAN THREE MONTHS FROM DATE OF TENDER CLOSURE)

FORM D: MUNICIPAL UTILITY ACCOUNT

DECLARATION BY THE TENDERER

I the undersigned _____, has been duly
authorized to sign all documents with the Tender for Contract Number _____ on behalf of
_____ hereby make a declaration as follows:
(referred to herein as “the Bidder”)

- 1. I declare that the bidder and /or any of its director(s) / member(s) does not owe the municipality, or any other municipality and/or municipal entity any amount which is in arrears in respect of any municipal rates and taxes or municipal service charges.
- 2. I understand and accept that in the event that this declaration is proved to be false, the bid shall be rejected forthwith. All other rights of the municipality (including but not limited to the right to claim damages where applicable) shall remain reserved in full.

SIGNED ON BEHALF OF THE COMPANY IN _____
HIS CAPACITY AS _____
DATE _____
FULL NAMES OF SIGNATORY _____

UTILITY ACCOUNT NUMBER	NAME OF MUNICIPALITY	NAME OF OWNER

ATTACH AN ORIGINAL OR CERTIFIED COPY OF UTILITY ACCOUNT
(NOT OLDER THAN THREE (3) MONTHS FROM DATE OF TENDER CLOSURE)

FORM E: PROPOSED KEY PERSONNEL

The Bidder shall list below the key personnel whom he proposes to employ on the project should his Bid be accepted,

No	Name	Qualification	Designation

Provide two paged CV of Each key Personnel to be used in this project.
Each CV should give at least the following:

- Position in the firm and within the organisation of this assignment
- HDI status (describing population group, gender and disabilities)
- Proof of Educational qualifications
- Proof of Professional Registrations
- Relevant experience (actual duties performed, involvement and responsibility), including locations, dates and durations of assignments, starting with the latest.
- Language proficiency and
- References (company name, individual name, position held, contact details)

b) (Affix the CV's and Attachments in a form of a booklet to the following Page.)

ATTACH CV’S OF KEY PERSONNEL TO THIS PAGE

FORM F: SCHEDULE OF PREVIOUS EXPERIENCE

The procedure for the evaluation of responsive Bids will be on the average of the **previous three projects** where the firm was involved for MLM projects or other clients. Reference of clients other than MLM **MUST** be provided.

Evaluation of the Bidder's position in terms of his previous experience. Emphasis will be placed on the following:

- Experience in the supply and installation of high mast lights
- Experience of contracts of similar size
- At least three of the references will be contacted to obtain their input.

Provide the following information on relevant previous experience (indicate specifically projects of similar or larger size and/or which is similar with regard to type of work. **This information is material to the award of the Contract.**

Description	Value (R) VAT excluded	Period work executed		Reference		
		Appointment Date	Completion Date	Name	Organisation	Tel no and Fax

2) SIGNATURE ON BEHALF OF BIDDER:.....

FORM G: SCHEDULE OF CURRENT PROJECTS

Provide the following information on current projects

This information is material to the award of the Contract.

Description	Value (R) VAT excluded	Appointment Date	Expected Completion Date	Reference		
				Name	Organisation	Tel no and Fax

SIGNATURE ON BEHALF OF BIDDER:.....

FORM H: SCHEDULE OF INFRASTRUCTURE AND RESOURCES

Provide information on the following:

Infrastructure and resources available for this project:

Physical facilities and Buildings.

Description	Address	Owned / leased

Equipment

Provide information on equipment and resources that you have available for this project.

1. PLANT/ EQUIPMENT	NUMBER OF UNITS OWNED BY CONTRACTOR	NUMBER OF UNITS ALLOCATED TO THIS CONTRACT	
		OWNED	HIRED

Vehicles

Provide information on vehicles that you have available for this project.

Description:	Number of units	Registration Number

Size of enterprise and current workload

What was your turnover in the previous financial year? -----

What is the estimated turnover for your current financial year? -----

SIGNATURE ON BEHALF OF BIDDER:.....

FORM I: RECORD OF ADDENDA TO TENDER DOCUMENTS

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

	Date	Title of Details

SIGNATURE ON BEHALF OF BIDDER:.....

FORM J: PROOF OF CERTIFICATE OF GOOD STANDING WITH COMPENSATION COMMISSIONER

Affix Certified Proof of Good Standing with Compensation Commissioner on this page.
--

FORM K: DECLARATION OF BIDDER'S LITIGATION HISTORY

Note to bidder:

The bidder shall list below details of any litigation with which the bidder (including its directors, shareholders or other senior members in previous companies) has been involved with any organ of state or state department within the last ten years. The details must include the year, the litigating parties, the subject matter of the dispute, the value of any award or estimated award if the litigation is current and in whose favour the award, if any, was made.

CLIENT	OTHER LITIGATING PARTY	DISPUTE	STATUS OF LITIGATION

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

FORM L: CIDB GRADING CERTIFICATE

ATTACH THE CIDB GRADING CERTIFICATE
--

FORM M: CSD REPORT

ATTACH THE CSD REPORT

FORM N: 10% GUARANTEE OF TENDERED AMOUNT

ATTACH THE GUARANTEE REPORT

Part C1: Agreements and Contract Data

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C1.5 Occupational Health And Safety Agreement	99

C1.1. Form of Offer and Acceptance

Offer

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of:
CONTRACT NO. 23-2022/23 :

Appointment of a Contractor for Supply, Delivery and Installation of 5 Solar High Mast Lights at Mesopotamia Villages

The tenderer, identified in the offer signature block below, has examined the documents listed in the tender data and addenda thereto as listed in the Returnable Schedules, and by submitting this offer has accepted the conditions of tender.

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

The Contract shall be completed within weeks of the Commencement Date.

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

.....

..... RAND (in words);

R (in figures)

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

SIGNED ON BEHALF OF/BY THE TENDERER:

NAME

SIGNATURE

CAPACITY

DATE

Name and address of Organisation:

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

SIGNED BY WITNESS:

NAME

SIGNATURE

DATE

Acceptance

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

The terms of the contract are contained in:

- Part C1: Agreements and Contract Data (which includes this Agreement)
- Part C2: Pricing Data
- Part C3: Scope Of Work
- Part C4: Site Information

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

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto as listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

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

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the tenderer (now Contractor) within five (5) working days of the date of such receipt notifies the Employer in writing of any reason why he/she cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

SIGNED ON BEHALF OF/BY THE EMPLOYER:

NAME

SIGNATURE

CAPACITY

DATE

MOGALAKWENA LOCAL MUNICIPALITY - address of Organisation

SIGNED BY WITNESS:

NAME

SIGNATURE

DATE

Schedule of Deviations

Notes:

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

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

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

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

SIGNED ON BEHALF OF/BY THE TENDERER:

NAME

SIGNATURE

CAPACITY

DATE

SIGNED BY WITNESS:

NAME

SIGNATURE

DATE

SIGNED ON BEHALF OF/BY MOGALAKWENA LOCAL MUNICIPALITY:

NAME

SIGNATURE

CAPACITY

DATE

SIGNED BY WITNESS:

NAME

SIGNATURE

DATE

CONFIRMATION OF RECEIPT

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

the (day) of (month) (year)

at (place)

SIGNED ON BEHALF OF/BY THE CONTRACTOR:

NAME

SIGNATURE

CAPACITY

SIGNED BY WITNESS:

NAME

SIGNATURE

C1.2. Contract Data

GENERAL CONDITIONS OF CONTRACT

The following standardised General Conditions of Contract:

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

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

Copies of the General Conditions of Contract are available for inspection and scrutiny at the offices of the Employer's Agent.

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

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

1. The additional clauses to the General Conditions of Contract are:

Extensions of time in respect of clause 5.12 in respect of abnormal rainfall shall be calculated using the following formula for each calendar month or part thereof:

$$V = (Nw - Nn) + \frac{(Rw - Rn)}{X}$$

Where:

V = Extension of time in calendar days in respect of the calendar month under consideration.

Nw = Actual number of days during the calendar month on which a rainfall of 10 mm or more has been recorded.

Nn = Average number of days in the relevant calendar month, as derived from existing rainfall records, as stated in the Site Information, on which a rainfall of 20mm or more has been recorded for the calendar month.

Rw = Actual average rainfall in mm recorded for the calendar month under consideration.

Rn = Average rainfall in mm for the calendar month as derived from existing rainfall records as stated in the Site Information.

For purposes of the Contract Nn, Rn, X and Y shall have those values assigned to them in the Appendix and/or the Specification.

If V is negative and its absolute value exceeds Nn, then V shall be taken as equal to minus Nn.

The total extension of time shall be the algebraic sum of all monthly totals for the period under consideration, but if the total is negative the time for completion shall not be reduced due to subnormal rainfall.

Extensions of time for part of a month shall be calculated using pro rata values of Nn and Rn.

This formula does not take account flood damage which could cause further or concurrent delays and will be treated separately as far as extension of time is concerned.

The factor (Nw – Nn) shall be considered to represent a fair allowance for variations from the average in the number of days during which rainfall exceeds 10 mm. The factor (Rw-Rn) shall be considered to represent a fair allowance for variations from the average in the number of days during which the rainfall did not exceed 10 mm but wet conditions prevented or disrupted work.

For the purpose of applying the formula, accurate rain gauging shall be taken at a suitable point on the Site and the Contractor shall at his own expense, take all necessary precautions to ensure that rain gauges cannot be interfered with by unauthorized persons.

2. Payment for the labour-intensive component of the works

Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the scope of work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.

3. Applicable labour laws

The Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice N° R63 of 25 January 2002, as reproduced below, shall apply to works described in the scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.

4. Introduction

.1 This document contains the standard terms and conditions for workers employed in elementary occupations on a Special Public Works Programme (SPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of a SPWP.

.2 In this document –

- (a) “department” means any department of the State, implementing agent or contractor;
- (b) “employer” means any department, implementing agency or contractor that hires workers to work in elementary occupations on a SPWP;
- (c) “worker” means any person working in an elementary occupation on a SPWP;
- (d) “elementary occupation” means any occupation involving unskilled or semi-skilled work;
- (e) “management” means any person employed by a department or implementing agency to administer or execute an SPWP;
- (f) “task” means a fixed quantity of work;
- (g) “task-based work” means work in which a worker is paid a fixed rate for performing a task;
- (h) “task-rated worker” means a worker paid on the basis of the number of tasks completed;
- (i) “time-rated worker” means a worker paid on the basis of the length of time worked.

5. Terms of Work

.1 Workers on a SPWP are employed on a temporary basis.

.2 A worker may NOT be employed for longer than 24 months in any five-year cycle on a SPWP.

.3 Employment on a SPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.

6. Normal Hours of Work

.1 An employer may not set tasks or hours of work that require a worker to work–

- (a) more than forty hours in any week
- (b) on more than five days in any week; and
- (c) for more than eight hours on any day.

.2 An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.

.3 A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.

7. Meal Breaks

- .1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- .2 An employer and worker may agree on longer meal breaks.
- .3 A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.
- .4 A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

8. Special Conditions for Security Guards

- .1 A security guard may work up to 55 hours per week and up to eleven hours per day.
- .2 A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.

9. Daily Rest Period

Every worker is entitled to a daily rest period of at least eight consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.

10. Weekly Rest Period

Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by workers during their ordinary hours of work ("emergency work").

11. Work on Sundays and Public Holidays

- .1 A worker may only work on a Sunday or public holiday to perform emergency or security work.
- .2 Work on Sundays is paid at the ordinary rate of pay.
- .3 A task-rated worker who works on a public holiday must be paid –
 - (a) the worker's daily task rate, if the worker works for less than four hours;
 - (b) double the worker's daily task rate, if the worker works for more than four hours.
- .4 A time-rated worker who works on a public holiday must be paid –
 - (a) the worker's daily rate of pay, if the worker works for less than four hours on the public holiday;
 - (b) double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday.

12. Sick Leave

- .1 Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.
- .2 A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.
- .3 A worker may accumulate a maximum of twelve days' sick leave in a year.
- .4 Accumulated sick-leave may not be transferred from one contract to another contract.
- .5 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.
- .6 An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.
- .7 An employer must pay a worker sick pay on the worker's usual payday.
- .8 Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –
 - (a) absent from work for more than two consecutive days; or
 - (b) absent from work on more than two occasions in any eight-week period.
- .9 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.
- .10 A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

13. Maternity Leave

- .1 A worker may take up to four consecutive months' unpaid maternity leave.
- .2 A worker is not entitled to any payment or employment-related benefits during maternity leave.
- .3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- .4 A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
- .5 A worker may begin maternity leave –
 - (a) four weeks before the expected date of birth; or
 - (b) on an earlier date –
 - (i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
 - (ii) if agreed to between employer and worker; or
 - (c) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.
- .6 A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.
- .7 A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the SPWP on which she was employed has ended.

14. Family responsibility leave

- .1 Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances -
 - (a) when the employee's child is born;
 - (b) when the employee's child is sick;
 - (c) in the event of a death of –
 - (i) the employee's spouse or life partner;
 - (ii) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

15. Statement of Conditions

- .1 An employer must give a worker a statement containing the following details at the start of employment –
 - (a) the employer's name and address and the name of the SPWP;
 - (b) the tasks or job that the worker is to perform; and
 - (c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
 - (d) the worker's rate of pay and how this is to be calculated;
 - (e) the training that the worker will receive during the SPWP.
- .2 An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.
- .3 An employer must supply each worker with a copy of these conditions of employment.

16. Keeping Records

- .1 Every employer must keep a written record of at least the following –
 - (a) the worker's name and position;
 - (b) in the case of a task-rated worker, the number of tasks completed by the worker;
 - (c) in the case of a time-rated worker, the time worked by the worker;
 - (d) payments made to each worker.
- .2 The employer must keep this record for a period of at least three years after the completion of the SPWP.

17. Payment

- .1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account.
- .2 A task-rated worker will only be paid for tasks that have been completed.
- .3 An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.
- .4 A time-rated worker will be paid at the end of each month.
- .5 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- .6 Payment in cash or by cheque must take place –
 - (a) at the workplace or at a place agreed to by the worker;
 - (b) during the worker's working hours or within fifteen minutes of the start or finish of work;
 - (c) in a sealed envelope which becomes the property of the worker.
- .7 An employer must give a worker the following information in writing –
 - (a) the period for which payment is made;
 - (b) the numbers of tasks completed or hours worked;
 - (c) the worker's earnings;
 - (d) any money deducted from the payment;
 - (e) the actual amount paid to the worker.
- .8 If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it
- .9 If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

18. Deductions

- .1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.
- .2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.
- .3 An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.
- .4 An employer may not require or allow a worker to –
 - (a) repay any payment except an overpayment previously made by the employer by mistake;
 - (b) state that the worker received a greater amount of money than the employer actually paid to the worker;
or
 - (f) pay the employer or any other person for having been employed.

19. Health and Safety

- .1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.
- .2 A worker must –
 - (a) work in a way that does not endanger his/her health and safety or that of any other person;
 - (b) obey any health and safety instruction;
 - (c) obey all health and safety rules of the SPWP;
 - (d) use any personal protective equipment or clothing issued by the employer;
 - (e) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

20. Compensation for Injuries and Diseases

- .1 It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on a SPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- .2 A worker must report any work-related injury or occupational disease to their employer or manager.
- .3 The employer must report the accident or disease to the Compensation sioner.
- .4 An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation sioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

21. Termination

- .1 The employer may terminate the employment of a worker for good cause after following a fair procedure.
- .2 A worker will not receive severance pay on termination.
- .3 A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.
- .4 A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.
- .5 A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

22. Certificate of Service

- .1 On termination of employment, a worker is entitled to a certificate stating –
 - (a) the worker's full name;
 - (b) the name and address of the employer;
 - (c) the SPWP on which the worker worked;
 - (d) the work performed by the worker;
 - (e) any training received by the worker as part of the SPWP;
 - (f) the period for which the worker worked on the SPWP;
 - (g) any other information agreed on by the employer and worker.

Part 1: Contract Data Provided by the Employer

CONTRACT SPECIFIC DATA

1. The defects liability period is 12 months
2. The name of the employer is: Mogalakwena Local Municipality
- 2.1. The address of the employer is:
 - Telephone: 015 491 9630
 - Facsimile: 015 491 9712
 - Address (physical): 54 Retief Street, Mokopane, 0600
 - Address (postal): PO Box 51, Mokopane, 0600
- 3 The Engineer, referred to in the documents, is the firm of Tsemokgo (Pty) Ltd acting through a director, an associate or an official authorised thereto in writing.

The name of the engineer is: Tsemokgo (Pty) Ltd

- 3.1 The address of the engineer is:
 - Name: Tsemokgo (Pty) Ltd
 - Address: Office 3 Suite 4, Rhodesdrift Office Park, Bendor Polokwane, 0699
 - Tel: 015 004 0233
 - Cell: 074 787 0980
 - Email: info@tsemokgo.co.za
 - Contact: Mr P M Sebela
- 4 The pricing strategy is re-measurable.
5. The governing law is South Africa
6. The non-working days is Sundays. The special non-working days are gazetted public holidays, and the days on which the contractor grants the majority of his permanent workforce leave around the 16th December and the 1st Monday of the subsequent year.
- 7 The documentation required before commencing with the Works are:
 - Health and Safety Plan
 - Initial Programme
 - Security (Refer Clause 15)
 - Insurance (Refer Clause 21)
 - Letter of Good Standing from the Compensation commissioner (if not insured with a Licensed Compensation Insurer)
- 8 The time to deliver the documentation required before commencement of the Works is 28 days from acceptance of the offer.
- 9 Access to and possession of the site shall not be exclusive to the Contractor insofar, and where ongoing use by the general public is required.
- 10 The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the Site.
- 11: No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal climatic conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature. However, in the event that delays to critical activities exceed the number of working days listed below for each month, then abnormal climatic conditions shall be deemed to exist, and an extension of time may be claimed .

“Extension of time resulting from rainfall or other forms of inclement weather shall be calculated according to the requirements of Method (ii) (Critical-path method). The ‘n’ value of working days, as specified in this clause as being expected delays for which the contractor must make allowance in his programme, have been calculated from the figures given in the table below.

The rainfall records applicable to this Contract are those recorded at “Potgietersrus” Station no 0633882 7 (Latitude 24.2050 Longitude 29.0110) for the period 1997-2007. The following values of Nn and Rn are from the 11 year period and shall apply:

AVERAGE DELAYS DUE TO INCLEMENT WEATHER

Month	Average rainfall for calendar month Rn	Average number of days for calendar month on which a rainfall of 10 mm or more were recorded. Nn
January	59.1	2
February	40.4	1
March	27.9	0.8
April	15.2	0.4
May	7.2	0.1
June	3.8	0.1
July	1.4	0
August	1.1	0
September	5.2	0.1
October	30.1	0.8
November	88.4	3.4
December	73.3	3
TOTAL	353.1	11.7

The number of rain-related delays is the average number of days on which 10mm of rain or more has been measured by the weather station. Other inclement weather delays for which the contractor must make allowance in his programme have been derived from previous experience of wind and temperature influence on similar construction in the area of the site. Actual extensions of time due to inclement weather shall be agreed between the engineer's and contractor's representatives on the site. The agreed whole days or parts thereof shall be recorded at the monthly site meetings. Adjustment to the contract period shall only be made at the end of the contract when the contractor may submit its claim for the agreed extension due as well as any additional payment resulting from the delay. Extension caused by inclement weather delays will only accrue once the agreed cumulative delays exceed 15 days.

If approved extensions of time extend the completion date beyond the start of the contractor's holiday in December, the holiday period shall not be considered as working days. Any remaining extension of time at this date shall be calculated from the first statutory working day in January the following year, provided that the contractor has shown in his programme that he intends to close during the traditional Christmas/New Year break."

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

12 The penalty for failing to complete the Works is 0,1% of the contract amount per calendar day

13 The requirements for achieving practical completion are for the Works to be fit for the intended purpose and occupation without danger or undue inconvenience to the Employer.

14 Practical completion for different parts of the projects will be issued upon achieving the requirements for practical completion for the specific portion of the Works. Parts to be considered for different practical completion dates are as follows:

- Work identified to be executed by Main contractor
- Work identified and allocated to nominated local sub-contractors

15 The security to be provided by the Contractor shall be a performance guarantee of 10% of the Contract Sum. The performance guarantee shall contain the wording of the document included in C1.3.

16 Add the following to Clause 16:

The Contract Price shall be subject to contract price adjustment.

Notwithstanding the above, if special materials are specified in Part 2 of the Contract Data

Furthermore if, as a result of any extension of time granted, the duration of the contract period exceeds one year, the contract will automatically be subject to contract price adjustment for that period by which the extended contract period exceeds such one year.

Where applicable, in terms of the foregoing, the value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values:

The value of "x" is 0,15.

The values of the coefficients are:

a = 0,20; b = 0,25; c = 0,50; d = 0,05

The base month is February 2023.

In addition, the Contract Price Adjustment Schedule shall be amended as follows:

"L" is the "Labour Index" and shall be the Consumer Price Index (CPI per Province) for the National Province wherein the larger part of the Site is located, as published in the Statistical News Release, P0141 Table A of Statistics South Africa.

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"P" is the "Plant Index" and shall be the Producer Price Index for Civil engineering plant as published in the Statistical News Release P0142.1, Table 12 of Statistics South Africa.

"M" is the "Materials Index" and shall be the Producer Price Index for materials for Building and construction – Civil engineering as published in the Statistical News Release P0142.1, Table 11 of Statistics South Africa.

"F" is the "Fuel Index" and shall be the Producer Price Index for Diesel at wholesale level as published in the Statistical News Release P0142.1, Table 12 of Statistics South Africa.

17 Add the following to Clause 17:

Notwithstanding the above, in the event that a public holiday is proclaimed after 28 days before the closing date for tenders, no costs other than those that can be claimed under Clause 11 shall be added to the contract price.

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

19 The limit of retention money is 10% of the Contract Price. A retention Money Guarantee is required / permitted

20 Add the following to clause 20:

Furthermore, payment shall be subject to the Employer being in possession of an original valid tax clearance certificate at the time payment is due (it is the responsibility of the Contractor to submit an updated original tax clearance certificate to the Supply Chain Management Department) should any current certificate expire during the contract period).

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

21.1 The value of materials supplied by the employer to be included in the insurance amount is R0-00

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

21.3 The limit of indemnity for the liability insurance required is R 20 000 000-00 (Twenty Million Rand)

21.4 In addition to the insurances required in terms of General Conditions of Contract Clauses 21.1 to 21.4 the following insurance is also required:

(a) Insurance of Construction Equipment (including tools, offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the site for a sum sufficient to provide for their replacement.

(b) Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993.

(c) Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity.

(d) Where the contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor's Policies of Insurance.

25 Add the following to Clauses after Clause 25:

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

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

28 Dispute resolution shall be by standing adjudication.

29 The determination of disputes shall be by arbitration.

Part 2: Data Provided by the Contractor

Clause	Description															
1.	The Contractor is the															
1.2.	The Contractor's address for receipt of communications and notices is: Telephone:Facsimile: E-mail : Address (Postal) : Address (Physical) :															
2.	The Works shall be completed in weeks <i>[State the total number of weeks which must include the special non-working days and the year end break].</i>															
3.	Each material dealt with as a special material in terms of Clause 4.1 of the Contract Price Adjustment Schedule of the General Conditions of Contract is stated in the list below. The provisions of Clause 6.8.3 of the General Conditions of Contract shall apply to such special materials. The base rates and prices for the special materials (current at the time of tender) shall be as stated in the schedule below, or where required, shall furnished by the tenderer. Rates or prices furnished by the tenderer shall not include VAT but shall include all other obligatory taxes and levies). Only those materials listed below shall be considered as special materials. When called upon to do so, the tenderer/contractor shall substantiate rates or prices furnished at the time of tender, or during the execution of the contract, with acceptable documentary evidence. In the case of bituminous products, the tenderer shall state, in the schedule above, the source of the bitumen upon which the tendered rates are based. The variation in cost of special materials is: <table border="1"> <thead> <tr> <th>Type of Material</th><th>Unit</th><th>Rate or Price</th></tr> </thead> <tbody> <tr><td>.....</td><td>.....</td><td>.....</td></tr> <tr><td>.....</td><td>.....</td><td>.....</td></tr> <tr><td>.....</td><td>.....</td><td>.....</td></tr> <tr><td>.....</td><td>.....</td><td>.....</td></tr> </tbody> </table>	Type of Material	Unit	Rate or Price												
Type of Material	Unit	Rate or Price														
.....																
.....																
.....																
.....																

SIGNED ON BEHALF OF/BY THE TENDERER:

NAME

SIGNATURE

CAPACITY

DATE

MOGALAKWENA LOCAL MUNICIPALITY

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MESOPOTAMIA VILLAGE

C1.3. Performance Guarantee

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor: means:

Physical address:
.....

"Employer" means: **MOGALAKWENA LOCAL MUNICIPALITY**

"Contractor" means:
.....

"Employer's Agent" means: Tsemokgo (Pty) Ltd

"Works" means:

"Site" means:
.....

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

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

Amount in words:
.....

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

Amount in words:
.....

"Expiry Date" means:

CONTRACT DETAILS

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

PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Employer's Agent of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:
 - 3.1. Any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
 - 3.2. Its obligation under this Performance Guarantee is restricted to the payment of money.

4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1. A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2. A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
 - 4.3. A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
 - 5.1. The Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
 - 5.2. A provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
 - 5.3. The aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
10. The Employer shall have the absolute right to arrange his/her affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his/her release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
14. Where this Performance Guarantee is issued in the Republic of South Africa, the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

SIGNED AT:.....

GUARANTOR (1)

SIGNATURE

DATE

CAPACITY

GUARANTOR (2)

SIGNATURE

DATE

CAPACITY

WITNESS (1)

SIGNATURE

WITNESS (2)

SIGNATURE

ANNEXURE

LIST OF APPROVED FINANCIAL INSTITUTIONS

The following financial institutions are currently approved for issue of contract guarantees:

National Banks:

ABSA Bank Ltd.
FirstRand Bank Ltd.
Investec Bank Ltd.
Nedbank Ltd.
Standard Bank of SA Ltd.

International Banks (with branches in SA):

Barclays Bank plc.
Citibank n.a.
Credit Agricole Corporate and Investment Bank
Deutsche Bank AG
HSBC Bank plc.
JP Morgan Chase Bank
Societe Generale
Standard Chartered Bank

Insurance companies:

ABSA Insurance
AIG South Africa
Coface s.a.
Compass Insurance Co.
Constantia Insurance Co.
Credit Guarantee Insurance Co.
Guardrisk Insurance Co.
Hollard Insurance Company Ltd.
Home Loan Guarantee Co.
Infiniti Insurance Limited
Lombard Insurance
Mutual & Federal Insurance Co.
New National Assurance Co.
Regent Insurance Co.
Renasa Insurance Company Ltd.
Santam Limited
Zurich Insurance Co.

MOGALAKWENA LOCAL MUNICIPALITY

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C1.4. Adjudication

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

The Disclosure Statement and the Adjudication Board Member Agreement to be used in this Contract are contained Appendices 4 and 5 of the General Conditions of Contract 2015.

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C1.5. Occupational Health and Safety Agreement

AGREEMENT MADE AND ENTERED INTO BETWEEN MOGALAKWENA LOCAL MUNICIPALITY (HEREINAFTER CALLED THE "EMPLOYER") AND

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

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

I,
representing

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

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

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

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

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

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

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

Signed at on the day of 20

SIGNED BY/ON BEHALF OF CONTRACTOR - MANDATORY

NAME

SIGNATURE

DATE

SIGNED BY WITNESS:

NAME

SIGNATURE

DATE

Signed at on the day of 20

SIGNED BY/ON BEHALF OF MOGALAKWENA LOCAL MUNICIPALITY

NAME

SIGNATURE

DATE

SIGNED BY WITNESS:

NAME

SIGNATURE

DATE

Occupational Health and Safety Conditions

1. The Chief Executive Officer of the Contractor shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act (as amended). Should the Contractor assign any duty in terms of Section 16(2), a copy of such assignment shall immediately be provided to the representative of the Employer as defined in the Contract.
2. All work performed on the Employer's premises shall be performed under the supervision of the construction supervisor who understand the hazards associated with any work that the Contractor performs on the site in terms of Construction Regulations 2014.
3. The Contractor shall appoint a Competent Person who shall be trained on any occupational health and safety aspect pertaining to them or to the work that is to be performed.
4. The Contractor shall ensure that he familiarises himself with the requirements of the Occupational Health and Safety Act and that he/she, his/her employees, and any sub-contractors, comply with them.
5. Discipline in the interests of occupational health and safety shall be strictly enforced.
6. Personal protective equipment shall be issued by the Contractor as required and shall be worn at all times where necessary.
7. Written safe work procedures and appropriate precautionary measures shall be available and enforced, and all employees shall be made conversant with the contents of these practices.
8. No substandard equipment/machinery/articles or substances shall be used on the site.
9. All incidents referred to in terms of Section 24 of the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour and the Employer.
10. The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act and into any incident involving a Contractor and/or his/her employees and/or his/her sub-contractor/s.
11. No use shall be made of any of the Employer's machinery/plant/equipment/substance/personal protective equipment or any other article without prior arrangement and written approval.
12. No alcohol or any other intoxicating substance shall be allowed on the site. Any person suspected of being under the influence of alcohol or any other intoxicating substance shall not be permitted access to, or allowed to remain on the site.
13. Prior to commencement of any work, verified copies of all documents mentioned in the agreement, must be presented to the Employer.

Part C2: Pricing Data and Bill of Quantities

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C2.2 Bill Of Quantities	104

MOGALAKWENA LOCAL MUNICIPALITY

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C2.1. Pricing Assumptions

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

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

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

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

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

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

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

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

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

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

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

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

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C2.2. Bill of Quantities

SECTION	DESCRIPTION	PAGE
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2	Construction Cost	106
	Summary Of Bill Of Quantities.....	107
	Declaration.....	108

SCHEDULE OF QUANTITIES

SCHEDULE 01: PRELIMINARY AND GENERAL ITEMS

BILL NO 1 - PRELIMINARY AND GENERAL					
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1	SITE FACILITIES				
1.1	Site Camp, Accommodation & Office	Sum	1		
1.2	Security	Sum	1		
1.3	CLO	Month	4		
1.4	Ablution and Latrine Facilities	Month	4		
1.5	Clearing of Site on Completion	Sum	1		
2	ADMINISTRATIVE				
2.1	Works Insurance	Sum	1		
2.2	Cost of Guarantee	Sum	1		
2.3	Running Cost (electricity, cleaning services, telephone, etc.)	Sum	1		
3	WORKSHOP DRAWINGS				
3.1	Operations and Maintenance Manuals	Sum	1		
4	OTHER				
4.1	Safety, Health and Personal Protective Equipment & Clothing	Sum	1		
TOTAL P & G (PRELIMINARY AND GENERAL) CARRIED FORWARD					

SCHEDULE OF QUANTITIES

SCHEDULE 02 : CONSTRUCTION COST

BILL NO 2 – 20m MAST LIGHT CONSTRUCTION COST						
SUPPLY, DELIVERY AND INSTALLATION OF 5 x HIGHMAST LIGHTS IN MESOPOTAMIA VILLAGE WITHIN MOGALAKWENA LOCAL MUNICIPALITY AREA OF JURISDICTION						
ITEM	DESCRIPTION	Delivery Lead Time	UNIT	Scheduled Qty	Rate	TOTAL
2	Supply and installation of 20m High Mast Galvanized C/W 10 Way Bracket and Spike. All masts shall be provided with supporting equipment, raising and lowering accessories as per engineers' specifications.		No	5		
3	HD Bolts and Template		No	5		
7	Excavation and Casting of foundation		No	5		
9	Supply and installation of 120W Solar Integrated LED Light, Maximum Luminance 25200Lm. Solar Panel Max power:18V 140W monocrystalline silicon. Battery: LIFEPO4(12.8V 72AH). Lumen:210LM/W		No	50		
10	Generator 7.5kW		No	1		
11	Test Lead		No	5		
12	Concrete Cube Test		No	5		
13	Soil Compaction Test		No	5		
14	Mounting of Luminaires per mast		No	50		
15	Delivery, Assemble and erection of Mast to site		No	5		
16,2	Certificate of compliance (one per mast)		No	5		
16,3	Certificate that the mast delivered is the same as one in the specifications		No	5		
16,4	Test and commissioning the complete installation		No	5		
CONSTRUCTION COST						

Summary of Bill of Quantities

SECTION	DESCRIPTION	AMOUNT
1	Preliminary and General Items	R.....
2	Construction Cost	R.....
NET TOTAL OF TENDER		R.....
ADD CONTINGENCIES (5% OF NET TOTAL):		R.....
<i>Allow the sum of 10% (ten per cent) of the nett total for Contingencies, to be spent as the Employer's Agent may direct and to be deducted in whole or in part, if not required.</i>		
TOTAL INCLUDING CONTINGENCIES		R.....
ALLOWANCE FOR VAT (15%).....		R.....
TOTAL TENDER SUM		
CARRIED OVER TO PART C1.1 (Form Of Offer And Acceptance).....		R.....

SIGNED BY/ON BEHALF OF TENDERER

NAME

SIGNATURE

DATE

COMPANY STAMP

MOGALAKWENA LOCAL MUNICIPALITY

CONTRACT NO: 23-2022/23

APPOINTMENT OF A CONTRACTOR FOR SUPPLY, DELIVERY AND INSTALLATION OF 5 Solar High Mast LIGHTS AT MESOPOTAMIA VILLAGE

Declaration

(In respect of completeness of Tender)

I/we, the undersigned, do hereby declare that these are the properly priced Bill of Quantities forming Part C2.2 of this Contract Document + the Bill of Quantities upon which my/our tender for the **CONTRACT NO: 23-2022/23 AND**

APPOINTMENT OF A CONTRACTOR FOR SUPPLY, DELIVERY AND INSTALLATION OF 5 Solar High Mast LIGHTS AT MESOPOTAMIA VILLAGE

has been based.

SIGNED BY/ON BEHALF OF TENDERER

NAME

SIGNATURE

DATE

Part C3: Scope of Work

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Status

Should any requirement or provision in the parts of the Scope of Work conflict with any requirement of any Specification(s) forming part of this contract or any drawings, the order of precedence, unless otherwise specified, is:

Drawings
Scope of Work
Specifications

MOGALAKWENA LOCAL MUNICIPALITY
CONTRACT NO: 23-2022/23

C 3.1 DESCRIPTIONS OF WORKS

C3.1.1 Client's Objective

Mogalakwena Local Municipality seeks to install Solar high mast lights at different locations within Mesopotamia Village, as per their approved municipal IDP, in order to ensure the security and safety of the community members residing in the area of its jurisdiction.

C3.1.2 Overview of the Works

Proposals are requested from service providers who have the necessary stature and extensive experience for the supply, delivery and installation of ± 30 solar high mast lights in the past financial years in various villages in the Mogalakwena Municipal area of jurisdiction.

C3.1.3 Extent of Works

The appointed service providers are expected to have (but not limited to) the following capabilities/capacity/Knowledge:

- To study previous reports and conduct status quo site investigations including condition assessment of existing high mast light infrastructure to identify the dark spot areas.
- To develop status quo reports including modelling. The license for the modelling programmes used must be transferred to the municipality on completion of the project.
- To plan, design and conduct construction supervision of the identified infrastructure gaps in line with the approved budgets for the authorized projects.
- To develop GIS systems where necessary.
- To conduct thorough construction supervision of the projects under implementation to ensure good quality assurance of works implemented by Contractors.
- Knowledge of Municipal institutional procedures related to implementation of projects to avoid community unrests which can impact negatively on the implementation of projects.
- Consultation and liaison with community leaders, community representative structures and the broader community members
- Have good presentation, problem solving and report writing skills.

C3.1.4 Scope of Works

This enquiry makes provision for the supply, delivery, erection and commissioning of 5 x solar high mast lights.

The work also includes the foundations. The scope of works includes but is not limited to the following:

- Pegging the mast light positions,
- Excavation for the mast light including compacting and importing commercial material, and Compaction Test,
- Supply mast light cage for the base,
- Casting the base for the mast light,
- Cube Tests for casting,
- Supply & erection of mast light,
- Supply LED lights as per proposed specification,
- commissioning including lux testing and CoC for the installation,
- Compile handover file with all the required construction information.

C3.1.5 Location of the Works

The installation will be at different locations within the MESOPOTAMIA Village (**23.94305° S, 28.85240° E**). The locations for the different mast lights are provided in the table below.

Village	High Mast No.	High Mast Location	
		Latitude	Longitude
Mesopotamia	1	23°56'16.9"S	28°51'14.4"E
	2	23°56'00.2"S	28°51'28.7"E
	3	23°56'19.3"S	28°51'34.9"E
	4	23°56'28.5"S	28°51'22.6"E
	5	23°56'29.6"S	28°51'07.0"E

C3.1.6 Construction Program

It is specifically brought to the notice of the Contractor that time is critical on this project, and the construction period will be a major factor in the award of the tender. Tenderers shall submit with their tender their **preliminary weekly programme for the construction** of the Works under this contract to suit their proposed method of executing the Works. The programme shall be sufficiently detailed to differentiate between the various activities so that the contract may be properly evaluated.

C3.1.7 Change in works

The Engineer may, from time to time by order in writing without in any way vitiating the Contractor giving to the Contractor any claim for additional payment, require the Contractor to proceed with the execution of the works in such order as in his opinion may be necessary, and may alter the order of or suspend any part of the Works at such time and times as he may deem desirable and the Contractor shall not, after receiving such written order, proceed with work ordered to be suspended until he shall receive a written order to do so from the Engineer. Where the work must of necessity be carried out in conjunction with work of other Contractors, or with that of the Employer, it shall be co-ordinated and arranged in such a manner as to interfere as little as possible with the progress of such other work so as to offer every reasonable facility to other Contractors or to employees of the Employer.

C 3.2 PROJECT SPECIFICATIONS

C3.2.2 System Requirements

The minimum illumination at a distance of 100 meters from a single mast shall be 0.5 lux.

The complete system shall be designed, manufactured and finished to afford a maintenance free life span and materials shall be chosen to prevent wear, fatigue and corrosion.

C3.2.3 Foundations

The contractor shall appoint a geo-technical consultant to report on the soil conditions and the foundations shall be designed based on this data. A copy of the consultant's report and the foundation design calculations shall be submitted to the Municipality at least four weeks before site work is due to commence. Ready mixed concrete of the design strength shall be obtained locally for the foundations. The Engineer shall inspect foundation steel immediately before concrete pouring. Concrete foundations shall protrude at least 300 mm above ground level and shall be finished smooth. Each mast shall be supplied with foundation bolts and templates. The bolts shall be hot dip galvanised over their entire length to SANS Specification No. 763/1977. Two galvanised nuts, two washers and one spring washer shall be supplied for each bolt. The number of foundation bolts shall be determined according to the design above. Calculations shall be submitted upon request. A foundation plan, adequately designed for the conditions as per 5.3 of this specification, and based on a soil bearing capacity of 150kPa, giving details of the reinforcing required shall be submitted. Soil pressure and overturning safety factor shall be stated. All reinforcing and foundation bolts shall have a minimum of 100mm concrete cover. The 28 days cube strength of the concrete shall be at least 25 Mpa. All foundations shall have a circular flat base from which a square plinth shall rise to above the surrounding ground level. One or two PVC, Class B cable sleeves shall be provided from the centre of the top of the foundation plinth, through the concrete to a point 500 mm below ground level on the side of the plinth. After casting of the foundation, the slab shall be covered by earth, properly compacted. The area around the plinth shall be brought to the original level and shall be left neat and tidy.

C3.2.4 Masts

Construction

The masts shall be constructed from conical sections which, when assembled, will form a tapered column of circular cross section. There shall be no fillet welds of the overlaps. The sections shall be joined by friction fit only. The masts shall be of lightweight construction and a base plate shall be welded to the bottom end of the lowest section suitable drilled for foundation bolts. All welding to be subject to SANS Spec 044 Part 3 Grade B and shall be carried out by SANS coded welders only. Proof that all welders have been tested by the SANS must be submitted on request. Inspection and acceptance certificates shall be furnished on request. Proof must be supplied that the manufacturer is ISO 9001 accredited.

Dimensions

The masts offered shall give an overall flood light mounting height of 30 m. The cross-section and wall thickness of the mast must be determined on the basis of the working loads.

Working loads

The masts shall be designed in accordance with the SANS 02254 Code of Practice for the design and construction of lighting masts. The following site factors shall be considered:

Design wind speed = 40m/s

Class of structure = B

Category of terrain = 2

Altitude of site = 1200 m

The mast shall carry at its top 5 x 250W LED Flood lights, according to the proposed specification, evenly spread around its circumference. Data on wind induced oscillations and the dynamic behaviour of the mast shall be submitted to the Municipality.

Raising and Lowering Device

Each mast shall be equipped with a three-point hoisting mechanism, consisting of three 6mm diameter stainless steel wire ropes, running over three pairs of aluminium pulleys on the head frame of the mast. The pulleys running on shafts manufactured from Stainless steel and bearings/housings are manufactured from Vesconite. All split points, bolts, nuts and washers shall be of stainless steel. Pulley shafts shall be positively prevented from rotating in their housings. 2 (two) – Rope systems shall not be considered. The luminaire carriage shall be drawn against three inverted cones to ensure level positioning of the fittings in the operating position. The hoisting ropes, which will remain under tension at all times, shall terminate inside the mast on a clevis plate, to which the rope of the hoisting unit can be connected or to which, when in the raised position, the locking device can be attached. The locking device shall be secured to a structurally sound member of the mast base. The other ends of the hoisting ropes shall be firmly secured to the luminaire carriage. Rope ends shall not be secured by Crosby clamps and only "Talurit" type ferrules of compatible material shall be used. In addition, a safety chain shall be provided between the clevis plate and a structurally sound member of the mast base. All fasteners connected with the raising and lowering device shall be secured by Nylok type nuts or stainless-steel split pins.

Hoisting Unit

This shall be a single drum worm gear winch with a 50:1 ratio and suitable for manual or power operation. The winch shall run in a fully enclosed oil bath. It shall be possible for the winch to be removed, if so desired, thus not requiring a winch in each mast.

Access Opening

An access door adequately protected against the weather shall be provided in the mast, with the bottom lintel 600mm above the base plate. The door shall be adequately protected against vandalism and secured by three screws requiring a special opening tool. A door-frame shall reinforce the opening in the mast. The mounting strips welded opposite the door opening shall be drilled for the mounting of a control board. Earth terminals, as well as a support bar for the incoming supply cables, shall be provided below the door opening.

Corrosion Protection

All parts of the mast and raising and lowering device, not specified as manufactured from stainless steel, shall be hot dip galvanized to SANS Specification No. 763/1977 and inspection certificates provided if required. No welding, drilling, punching, bending or removal of burrs shall be carried out after the galvanising process has been completed.

Luminaires

20M Integrated Solar High Mast

- 10x 120W Integrated Solar Streetlight, IP65, 210lm/W lights evenly spread around each mast's circumference.
- Maximum Luminance 252000Lm.
- 18V, 1400W High Efficiency Monocrystalline Solar Panel or similar specification.
- 12V LIFEPO4 Battery 720AH, working time 10-15 hrs, 3 rainy days; or similar specification.
- Viewing angle 60° - 70°
- Colour temperature 6000k-6500K
- Working temperature - 30°C to +70°C
- A minimum illumination level of 0.5 lux at an approximate distance of 75 meters from each mast.
- The luminaire shall bear the SANS 1279 mark and the SANS 1464 safety mark.
- The luminaire shall have a degree of protection that complies with SANS 1222:
- Lamp compartment: IP65
- Control gear compartment: IP65
- The IP rating shall be certified by a SANS test report.

The design proposed for the High Mast Lights is based on the Solar AIO 120W 60- degrees lights mounted 20 metres above ground level on steel masts. Luminaires shall be designed and mounted to give a uniform circular light distribution on the ground. Luminaires shall be manufactured from materials which will not degrade from ultraviolet light or corrosion. Reflectors shall be guaranteed not to lose reflectivity over the life span of the luminaire. All control gear shall be mounted in a compartment attached to the luminaire. The control gear shall be adequately rated to operate in the high ambient temperatures in Mogalakwena area, without undue ageing. Plastic trays, brackets and retaining clips will not be accepted. The luminaire shall bear the SANS 1279 mark and the SANS 1464 safety mark. The luminaire shall have a degree of protection that complies with SANS 1222: The IP rating shall be certified by a SANS test report.

Earthing

Earthing of the mast will be done according to the relevant SANS specifications and will be done in such a way that no copper conductors will be visible, once the job is completed.

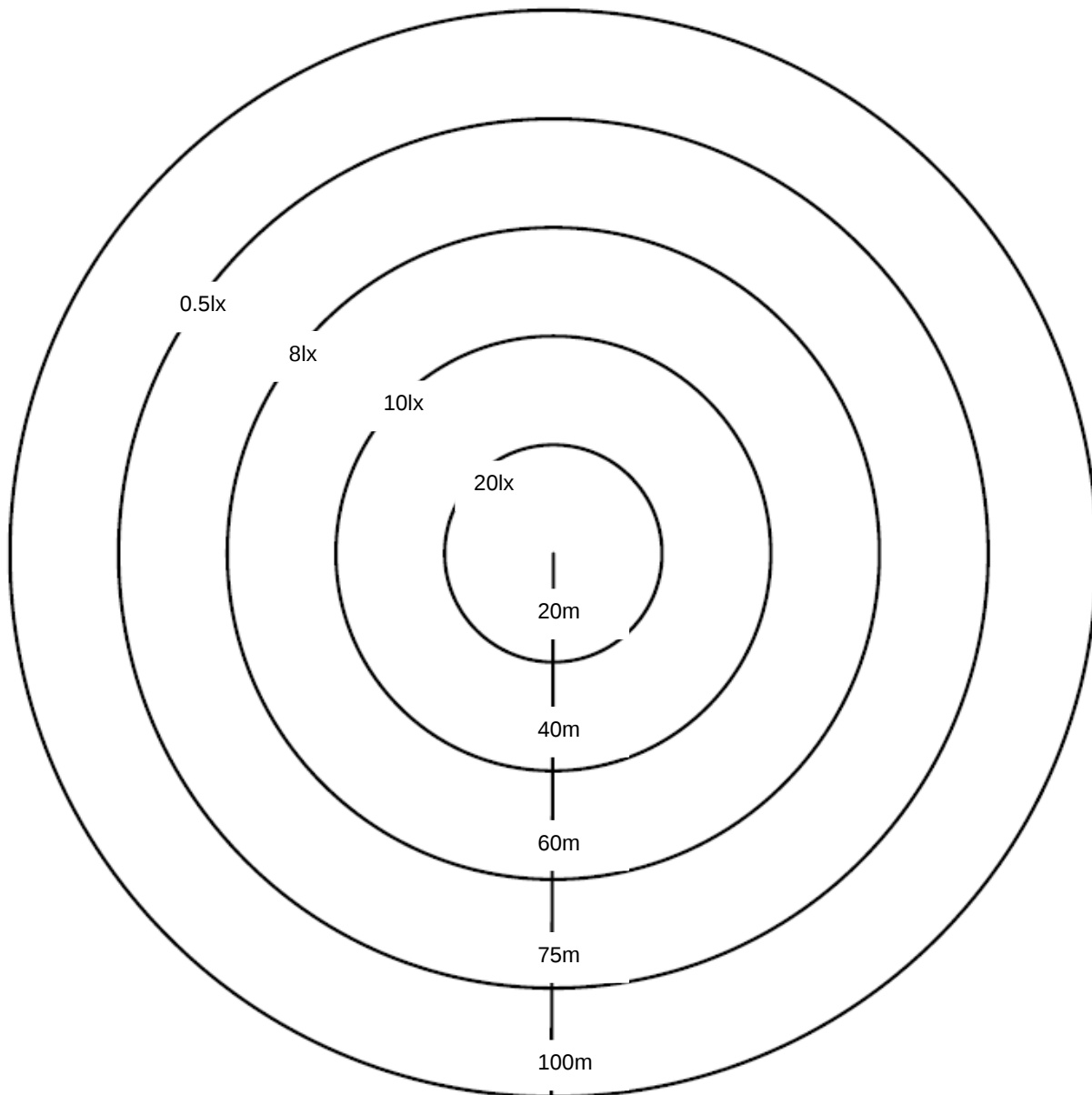


Figure 1: Light Distribution

C3.2.5 Standards

All equipment or parts manufactured to an SANS or other standard shall be so described in the literature accompanying the tender document. Materials shall likewise be listed.

C3.2.6 Descriptive literature

Tenderers shall attach literature, drawings and schematics to tender documents to enable the employer to judge the merits of the offer. Completeness of information will assist in awarding the tender.

C3.2.7 Factory or site Inspection

In order to award the tender, the employer will inspect equipment similar to that offered at the factory or at the electrical workshop in Mokopane. The tenderer shall arrange for access to such site, and shall arrange for a representative to be present.

C3.2.8 Conditions of Contract

The attached SHORT CONTRACT shall rule this enquiry. All casual labour employed shall be arranged with the relevant local structures. Information regarding this aspect can be obtained from the relevant bodies at the site inspection.

C3.2.9 Retention/Surety

Over and above the normal retention of 10%, of which 50% is released after successful completion of the project and the other 50% is released 12 months after the successful completion of the project, the municipality deducts 10% surety, deducted in equal amounts from the first three invoices of a contract as well as a 1.5% labour deduction deducted from the first invoice, which amounts are released on final completion of the project.

C3.2.10 Insurance

Insurance of the works will be provided by the municipality/or the contractor, and will be deducted from the first payment received from the service provider. This will include cover public liability and exclude theft of equipment whilst the project is still running. The contractor must take insurance for equipment's and material.

C3.2.11 Partial Order

The Council reserves the right to order fewer or more than the high mast lighting installations indicated in the price schedule. The price for the number actually ordered shall be calculated on a pro rata basis of the prices in the schedule, including preliminary and general.

C3.2.12 Engineering Certificate

It is a condition of this tender that a structural engineering certificate be issued for each and every high mast light installed.

C3.3 ROLES AND RESPONSIBILITIES

C3.3.1 Design services and activity matrix

Description	Responsibility
Design of Works	Engineer
Concept, feasibility and overall process	Client
Basic Engineering and detail layouts to tender stage	Engineer
Final Design of Works	Engineer
Final Design to approved for construction stage	Client
Preparation of tender documentation & adverts	Engineer
Appointment of soil test / topographical surveyors	Client
Risk assessment, quality assurance, and project health and safety specifications.	Engineer
Construction and appointment of sub-contractors	Contractor
Supervision	Engineer
Preparation of as-built drawings	Contractor / Engineer
Completion certificate	Engineer / Client / Contractor

C3.3.2 Drawings

The Engineer will provide the Contractor with one full set of drawings, which will be used exclusively for the recording of as built information by the Contractor.

Only dimensions, positions, levels, co-ordinates etc. that change from the original values, will be required to be entered on these drawings. These drawings, fully marked up, will be handed to the Engineer at the issue of the Certificate of completion, which will not be issued until the as-built information has been received.

The following drawings are applicable to this contract:

Drawing No. _____ : Locality Plan & general layout
XXXXXXXXX : xxxxxxxxxxxx

The applicable drawings mentioned above are attached at the end of this section (C3 – Scope of Work).

C3.4 PROCUREMENT

The Tenderers notice is drawn to the fact that the awarding of this tender will be in terms of the Supply Chain Management Policy of the Mogalakwena Local Municipality. The conditions of tender are the Standard Conditions of Tender as contained in *SANS 10845-3, Construction procurement-Part 3 Standard Conditions of tender*.

C3.5 SUB-CONTRACTING

At least 30% of value of works should be sub-contracted to a local sub-contractor approved by the Client in writing. The Contractor is to submit to the Client in writing via the Consultant a request for appointment of a particular sub-contractor. Accompanying this request is to be the full detail of the sub-contractor, including:

- Previous experience
- Work which will be sub-contracted to him/her
- Approximate value of the work to be sub-contracted
- CIDB category and grading of the sub-contractor
- Company registration, Treasury CSD registration, Tax clearance certificate

Before the Engineer issues any certificate as per clause 31 and or 35 of the JBCC Series 2000 that includes any payment in respect of work done or goods supplied by any sub-contractor appointed in accordance with the provisions of Clause 20 or 21 of the JBCC Series 2000, he shall be entitled to call upon the Contractor to furnish reasonable proof that all payments (less retention moneys) included in previous certificates in respect of the work or goods of such sub-contractors have been made or discharged by the Contractor, in default of which, unless the Contractor:

- ✓ Informs the Engineer in writing that he has reasonable cause for withholding or refusing such payment; and
- ✓ Submits to the Engineer reasonable proof that he has so informed such sub-contractor in writing.

C3.6 CONSTRUCTION

C3.6.1 Plant and materials

All materials shall comply with the requirements of the South African Bureau of Standards, and shall bear the official standardization mark. Where SANS standard does not exist for a certain material, or a material does not bear the official standardization mark, the Engineer's approval of such material must be gained before use thereof.

C3.6.2 Construction Equipment

All equipment on site shall be in a good working order and is to be in such a condition that it can achieve production rates which are typical of the industry standards. Should any equipment, in the opinion of the Engineer, be substandard or breaks down frequently to such an extent that it affects the progress on the project, the Engineer may instruct the Contractor to replace such equipment.

C 3.6.3 Existing Services

The Contractor shall so carry out all his operations as not to encroach on, or interfere with, trespass on, or damage adjoining lands, building properties, roads, structures, places and things in the vicinity of the Works, and he shall free and relieve the Employer of any liability that may be incurred in consequence of his failure to do so. The services existing on the site will be either shown on the drawings or pointed out on site by the Engineer and / or the Municipality. No excavation work will commence unless a representative of the Municipality and/or the Engineer have been requested to point out existing services in the area under construction. Written confirmation of services that have been pointed out by the Municipality is to be obtained by the Contractor. All existing services on the site may not be shown on the drawings or be visible on the site. The Engineer may order excavation by hand in order to search for and expose services. An item has been included in the Schedule of Quantities to cover the cost of such work if so ordered by the Engineer. Where a service is damaged because of the Contractor's negligence he shall be liable for the cost involved in the repair of the services and any other consequent cost that may arise due to the interruption of the damaged services. No excavation is to take place until a representative from the Municipality has been contacted and he has pointed out the existing services to the Contractor and confirmed it in writing. The same shall apply to all Telkom services in the area.

C3.6.4 Site Establishment / Contractor's site office

- Source of Water Supply
- Sources of power supply
- Location of camp and depot
- Temporary offices
- Laboratory facilities
- Sanitary facilities
- Name Boards

Name board shall be provided in position as ordered by the Engineer. The Engineer will provide the lettering required once the tender is awarded.

- Survey assistant and equipment

C3.6.5 Site Usage

- Ground and access to the works

The Contractor shall where necessary on or adjacent to roads which carry traffic, provide all the necessary barricades and signs in accordance with the stipulations of the South African Road Traffic Signs Manual. The Contractor shall further ensure that all public roads that are used for access to the site are kept free of debris at all times. The Contractor shall also take adequate measures to ensure that dust is kept to an acceptable level. The term acceptable is to be deemed as acceptable to the Engineer.

- Care, damage and protection

The Contractor shall at his own cost make full provision for all watching and lighting necessary for the protection of all persons, animals, vehicles, etc., from injury by reason of the Works. He shall provide ample warning signs, guard rails, etc., around open excavations, stacks of materials, excavated material, debris or the like, and he shall be held liable for all claims made upon himself or upon the Employer by reason of his neglect of all such precautions and provisions. During the periods of construction of the Works and the repair of defects, the Contractor shall, at his own cost, to the satisfaction of the Engineer and the relevant Authority, take sufficient and adequate measures to avoid interrupting the use of all roads, footpaths, water courses, drains, pipes, telephones, electric wires and cables, premises, places and works, public or private, which may in any way be interfered with by the operations; and shall also afterwards permanently restore all structures and everything which may have been temporarily displaced or otherwise interfered with, all to the satisfaction of the Engineer and the relevant Authority, without extra charge beyond the Contract price.

- Survey beacons

The Contractor shall take care to safeguard any permanent survey beacons such as erf boundary pegs and reference beacons. Should the Contractor disturb any such pegs and beacons, he shall have them replaced at his own cost by a registered Land Surveyor. The Contractor is to provide the Engineer with written confirmation from the Land Surveyor that he has replaced the relevant beacons. The Contractor's attention is drawn to article 35(i) of the Land Surveying Act No. 9 of 1927 (as amended) in this regard.

- Blasting

As the construction takes place within a built up area, extreme care is to be taken during any blasting operations. No blasting shall be permitted without prior written consent from the Engineer. Written as well as verbal notice will be given to all house owners in the affected area 24 hours prior to the blast being set off, and the contractor is to do a survey of all

the houses (internal and external) in the area prior to blasting.

A full daily report of all blasting operations (in duplicate) is to be completed by the Contractor.

This report shall inter alia contain the following information:

- Date and time of each blast
- Number of holes
- Charge per hole
- Use of relays, etc.

This report is to be submitted to the Engineer on a weekly basis, and is to be countersigned by the Engineer.

The contractor is to be noted that he is not to use or permit any person to use an explosive powered tool, unless

- (a) it is provided with a protective guard around the muzzle end, which effectively confines any flying fragments or particles; and
- (b) the firing mechanism is so designed that the explosive powered tool will not function unless
 - (i) it is held against the surface with a force of at least twice its weight; and
 - (ii) the angle of inclination of the barrel to the work surface is not more than 15 degrees from a right angle:

▪ Protection of existing vegetation

Before any tree is cut down and removed from the site, the Contractor shall confirm the necessity of such action with the Engineer or his Representative.

▪ Access to individual erven

Access to all public and private property must be maintained at all times. Where trenches cross the access point to any property, the Contractor is to arrange for adequate and safe vehicular and pedestrian crossings over the trenches. The Engineer must approve the method of providing access before any excavation commences.

▪ Use of construction vehicles and equipment

The contractor shall ensure that all construction vehicles and mobile plants:

- a) Are of an acceptable design and construction.
- b) Are maintained in a good working order.
- c) Are used in accordance with their design and the intention for which they were designed, having due regard to safety and health;
- d) Are operated by workers who-
 - a. have received appropriate training and been certified competent and been authorised to operate such machinery; and
 - b. are physically and psychologically fit to operate such construction vehicles and mobile plant by being in possession of a medical certificate of fitness.
- e) Arrangements to guard against the dangers relating to the movement of vehicles and plant, in order to ensure their continued safe operation.
- f) 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; where appropriate, are fitted with structures designed to protect the operator from falling material or from being crushed should the vehicle or mobile plant overturn.
- g) Are equipped with an electrically operated acoustic signalling device and a reversing alarm; and are on a daily basis inspected prior to use, by a competent person who has been appointed in writing and the findings of such inspection is recorded in a register.
- h) No person rides or be required or permitted to ride on any construction vehicle or mobile plant otherwise than in a safe place provided thereon for that purpose.

- i) Every construction site is organised in such a way that, as far as is reasonably practicable, pedestrians and vehicles can move safely and without risks to health.
- j) The traffic routes are suitable for the persons using them, sufficient in number, in suitable positions and of sufficient size.
- k) Every traffic route is, where necessary indicated by suitable signs for reasons of health or safety.
- l) Bulldozers, scrapers, loaders, and other similar mobile plant are, when being repaired or when not in use, fully lowered or blocked with controls in a neutral position, motors stopped, and brakes set.
- m) Whenever visibility conditions warrant additional lighting, all mobile plant are equipped with at least two headlights and two taillights when in operation.
- n) when workers are working on or adjacent to public roads, reflective indicators are provided and worn by the workers.

3.6.6 Permits and Way leaves

The contractor assisted by the Consultant will have to apply for permits and or way leaves from the authorities responsible for such areas (this includes Mogalakwena Local Municipality). Any cost associated with works done on this matter shall be borne by the contract, should procedure not be followed, the contractor will be responsible for the damages monetary or otherwise.

C3.7 MANAGEMENT

C3.7.1 Management of the Works

▪ Planning and programme

The Contractor shall deliver to the Engineer within **[insert]** days, calculated from the commencement date, a realistic programme showing the order of procedure, the duration of activities making up the programme and method which he proposes to use in carrying out the Works in order to meet the due completion date for this project. The tenderer is to note that the penalty for failing to complete the works is 0.5% of the outstanding works per calendar day.

▪ Setting out of the works

Generally the positions of the works have been fixed on the plans according to the existing stand boundaries. The Engineer is to approve all setting out prior to commencement of excavation.

▪ Excavation of works & safety

The contractor shall ensure that all excavation work is carried out under the supervision of a competent person who is been appointed in writing. The Contractor will evaluate, as far as is reasonably practicable, the stability of the ground before excavation works begin and he/she shall not permit any person to work in an excavation which has not been adequately shored or braced.

The Contractor will cause convenient and safe means of access to every excavation area in which person are required to work and such access shall not be further than 6m from the point where any worker within the excavation is working.

The Contractor 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 shall before the commencement of excavation work that may affect any such service, take the steps that may be necessary to render the circumstances safe for all persons involved;

The Principal Contractor shall 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
- (ii) close to the excavation as is practicable; and
- (iii) provided with warning illuminants or any other clearly visible boundary indicators at night or when visibility is poor;

The Principal Contractor shall cause warning signs to be positioned next to an excavation within which persons are working or carrying out inspections or tests.

▪ Inspection by engineer

No stage of construction shall be proceeded with until the Engineer or his representative has examined and approved the previous stage. If any work is covered or hidden from view before the Engineer has inspected same, the Contractor shall at his own cost open the covered work for inspection. The Contractor shall also be responsible for making good any work damaged by such uncovering.

▪ Employment of local labour

It is a specific criterion of this project that should as far as possible adhere to EPWP principles, and to meet these principles the following procedures will be followed:

All labour is to be sourced from the Local Municipal area of jurisdiction and the Contractor may only bring in key personnel from outside this area. The fixed rate for the appointment of local labour will be as per the Department of Labour Ministerial determination applicable in that project duration. This will be payable by the Contractor on monthly basis. The Contractor's attention is drawn to the standard rates specification ("*Annexure A*" – *Civil Engineering Industry Minimum Wage rates per hour*;) found on the SAFSEC website at www.safcec.org.za. These standard rates should be implemented for payment of all employees of the Contractor.

Key personnel would typically include the Contracts Manager, Site Agent, and Supervisor for each discipline, and operators of plant where the operator must be seated.

A Monthly labour report on all local labour i.e. payments and labour days should be submitted to the Engineer at the end of each month in order for the Engineer to submit a report to the Employer.

▪ Normal Hours of Work

The Contractor may not set tasks or hours of work that require a worker to work–

- (a) more than forty hours in any week
- (b) on more than five days in any week; and
- (c) for more than eight hours on any day.

The contractor and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.

A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.

▪ Meal Breaks

- a. A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- b. An employer and worker may agree on longer meal breaks.
- c. A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.
- d. A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

None of the Works shall be executed except between sunrise and sunset on Monday to Saturday, inclusive, of any week, and none of the Works shall be executed on any special non-working days stated in the Contract Data, unless:

- ✓ The Engineer's permission in writing is obtained, subject to such conditions as may be laid down by the Engineer; or
- ✓ Provision is specifically made for it in the Contract; or
- ✓ Work is unavoidable or necessary for the saving of life or property or for the safety of the Works.

The contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.

▪ Site Meetings

Regular meetings will be held between all relevant parties to establish the progress and / or delays and problems that might occur on site. Any problems of delays will be addressed accordingly and the Contractor will receive proper instructions with reference to this matter.

▪ Communication

The Engineer's representative on this project will be: **[insert details]**

Contact No: **[insert]**

The contact person for the Employer is: **[insert]**

Contact No: **[insert]**

▪ Daily Records

Daily records of resources (equipment and people employed) must be kept and must be available on site at all times. These records will include i.e. site instruction book, site diary, site visit register, contractual documentation and minutes of all project meetings. Labour information should be kept updated at all times.

▪ Compliance with applicable laws

The Contractor shall, in performance of the Contract, comply with all applicable laws, regulations and statutory provisions and agreements, and shall in particular, on the request of the Engineer, provide proof that he has complied therewith with regard to amongst others:

- ✓ Wages and conditions of work; and
- ✓ Safety

▪ Payment Certificates

As consideration for the construction, completion and defects correction of the Works, the Employer shall pay the Contractor in terms of the provisions of the Contract.

▪ Clearance of site

On completion of the Works, the Contractor shall clear away and remove from the site all Construction Equipment, surplus

materials, rubbish and temporary works of every kind and leave the whole of the site and the works clean and in a safe condition. All streams and watercourses (where applicable) shall be cleaned and restored to the condition as at the commencement of the Works. If the Contractor does not, within a reasonable time, comply with this requirement, the Employer may have the site cleared and recover the cost thereof from the Contractor.

▪ Termination of Contract

If application is made for the sequestration of the Contractor's estate, or if the Contractor publishes a notice of surrender of his estate or presents a petition for the acceptance of the surrender of his estate as insolvent, or makes a compromise with his creditors, or assigns in favour of his creditors, or agrees to carry out the Contract under the supervision of a committee representing his creditors, or (being a company) goes into liquidation, whether provisionally or finally (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), or if the contractor assigns the contract without having first obtained the Employer's consent in writing, or if execution is levied on his goods or if the Engineer certifies reference to this Clause, that in his opinion the Contractor:

- ✓ Has abandoned the contract; or
- ✓ Without reasonable excuse has failed to commence the Works in terms of Clause 27 of the JBCC series 2000, or has suspended the progress of the Works for fourteen (14) days after receiving from the Engineer written notice to proceed
- ✓ Has failed to proceed with the Works with due diligence; or
- ✓ Has failed to remove materials from the site or to pull down and replace work within fourteen (14) days after receiving from the Engineer written notice that the said materials or work have been condemned and rejected by the Engineer in terms of these conditions; or
- ✓ Is not executing the Works in accordance with the Contract, or is neglecting to carry out his obligations under the Contract; or
- ✓ Has, to the detriment of good workmanship or in defiance of the Engineer's instruction to the contrary, sublet any part of the Contract; or
- ✓ Has assigned the Contract or any part thereof without the Employer's consent in writing; or
- ✓ The contractor or anyone on his behalf or in his employ would pay, offer or offer as payment to any person in the employ of the Employer a gratuity or reward or sion; or
- ✓ The contractor furnished inaccurate information in the Schedules forming part of this Contract.

Then the Employer may, after giving fourteen (14) days' notice in writing to the Contractor, terminate the Contract and order the Contractor to vacate the Site and to hand it over to the Employer, and the Employer may then enter upon the site and the Works and expel the Contractor there from without thereby affecting the rights and powers conferred on the Employer of the Engineer by the Contract, and the Employer may himself complete the Works or may employ another contractor to complete the Works, and the Employer or such other contractor may use for such completion so much of the construction equipment, temporary works and materials bought onto the site by the Contractor as the Employer may think proper, and the Employer may at any time sell any of the said construction equipment, temporary works and unused materials and apply the proceeds of sale toward payment of any sums that may be due or become due to the Employer by the Contractor under the Contract. In such circumstances the Contractor shall forthwith vacate the site and shall not be entitled to remain on the site on the grounds that he is entitled to do so on a right of retention until amounts due to him have been paid, neither will the contractor be entitled to any further payments of this Contract.

C3.7.2 Official handover function

An amount of R **[insert amount]** has been allowed for in the Schedule of Quantities for the official handover function. This function is to be financed by the Contractor and he will be reimbursed all the costs of the function (up to a maximum of R **[insert amount]**) upon presentation of all receipts for items purchased for this function. All arrangements for this function shall be at the discretion of the Engineer.

C3.8 HEALTH AND SAFETY

- Health & Safety Issues

All work is to be carried out in accordance with the Occupational Health and Safety Act and Regulations (Act 85 of 1993) (a copy of which must be kept on site), the Explosive Material Act of (Act 26 of 1956), the Minerals Act of 1991, and the Factories Machinery and Building Work Act (No 22 of 1941).

The Contractor's notice is drawn to the stipulations of the Construction Regulations 2003, a regulation of the Health and Safety Act 1993 (Gov Notice No R1010 of 18 July 2003). The construction regulation will be applied vigorously on the project.

The Contractor to be appointed must have made provision for the cost of health and safety measures during the construction process. The contractor must have the necessary skills, competencies and resources to carry out the work safely. A proper Safety Plan is to be submitted by the Contractor and a copy thereof is to be made available to all applicable appointed labourers and permanent workers on this project.

The Contractor is to ensure that the legal compliance for the Health and Safety issues are in place. Audits will be carried out to ensure that the Contractor is registered and in good standing with the Workmen's Compensation fund and that the Contractor has affected insurance indemnifying the Employer against penalties levied upon the Employer due to the acts of omissions of the Contractor in failing to comply with the provisions of the OHS regulations 2003. A compliance audit will also be carried out to ensure that the Contractor has appointed a full-time competent person in writing to deal with the issues of the OHS and that a risk assessment has been conducted and a copy of the Safety plan is on site before any work commences.

Operational audits will be carried out on the following important issues:

- ✓ That the Safety Plan is on site at all times
- ✓ That the Contractor's Safety file is on site at all times
- ✓ That the Safety Officer is on site at all times
- ✓ That Safety meetings are conducted as per the Safety Plan
- ✓ That employees are working under safe conditions
- ✓ That the public is not placed in danger
- ✓ That there is no harm to the environment

- Accommodation of traffic

It is expected of the Contractor to ensure that the free flow of traffic is possible throughout the construction period.

The Contractor is to provide all necessary barricades, signs and lighting in accordance with the stipulations of the South African Road Signs Traffic Manual, and the Protective Services of the Local Municipality. All work is to be to the satisfaction of the Engineer.

- Reporting of accidents

In addition to any statutory regulations, the Contractor shall, as soon as practicable, report to the Engineer every occurrence on the Works or the site causing damage to property or injury or death of persons. If required by the Engineer, the Contractor will submit a report in writing to the Engineer within 48 hours of such requirement setting out full details of the occurrence. The Engineer shall have the right to make any enquiries either on the site or elsewhere as to the cause and results of any such occurrence and the Contractor shall make available to the Engineer the necessary facilities for carrying out such enquiries.

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C3.1. Annexes

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Annex C3.1.1 BBEE Sub-contract Expenditure Report

CONTRACT NO. AND NAME:

CONTRACTOR:

B-BBEE SUB-CONTRACT EXPENDITURE REPORT BASED ON PAYMENT CERTIFICATE NO.

Value of the contract (as defined in Schedule 19: Preferencing Schedule) (P*)	R	B-BBEE Status Level of Prime Contractor	
---	---	---	--

Name of Sub-contractor (list all Sub-contractors)	B-BBEE Status Level of Sub-contractor ¹	Total Value of Sub- contract (Excl VAT) ¹	Value of Sub-contract work to date (Excl VAT)	Value of Sub-contract work to Sub-contractors with a lower B- BBEE Status Level than Prime Contractor
Sub-contractor A				
Sub-contractor B				
Sub-contractor C				
¹ Documentary evidence to be provided				Total:

	Contractor	Employer's Agent	Employer Agent's Representative
Name			
Signature			
Date			

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Annex C3.1.2 Project Labour Report

Project/Contract Name:						Budget: (tick one) Capital		✓	Operating			
Project/Contract Number:						WBS No./Cost Centre No.: C11.30456 –F1						
Contractor:						Project/Contract Start Date:						
Consultant:						Project/Contract End Date:						
CLO Name:			CLO ID Number:			Project/Contract Value (incl. allowance for escalation/excl. VAT):						
Month:						Project Labour Intensity Target/ Specified Minimum Targeted Labour Contract Participation Goal:						
Total value of work done to date (incl. escalation/excl. VAT):												
Number of workers	Name	Surname	ID Number/DOB	Targeted Labour (Y/N)	Daily Rate	Number of days worked this month (incl. training)	Disabled (Y/N)	Number of training days this month	Course Name	Training Service Provider		
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
		Totals for sheet										
		Sheet of										

	Contractor	Employer's Agent	Employer Agent's Representative
Name			
Signature			
Date			

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Annex C3.1.3 Targeted Labour Contract Participation Expenditure Report

CONTRACT NO. AND NAME:

CONTRACTOR:

TARGETED LABOUR CONTRACT PARTICIPATION EXPENDITURE REPORT BASED ON CERTIFICATE NO.

Value of the contract (as defined in Schedule 18: Preferencing Schedule) (P*)	R	Specified Targeted Labour Contract Participation Goal	%
---	---	---	---

Name of Contractor/Sub-contractor (list all)	Total previous expenditure on wages in respect of targeted labour	Net Amount for this month ¹	Total expenditure on wages in respect of targeted labour
Contractor			
Sub-contractor A			
Sub-contractor B			
Sub-contractor B			
¹ Documentary evidence to be provided			Total:
			Expressed as a Percentage of P* %

	Contractor	Employer's Agent	Employer Agent's Representative
Name			
Signature			
Date			

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Annex C3.1.4 Targeted Enterprises Contract Participation Expenditure Report

CONTRACT NO. AND NAME:

CONTRACTOR:

TARGETED ENTERPRISES CONTRACT PARTICIPATION EXPENDITURE REPORT BASED ON CERTIFICATE NO.

Value of the contract (as defined in Schedule 18: Preferencing Schedule) (P*)	R	Specified Targeted Enterprises Contract Participation Goal	%
---	---	--	---

Name of targeted enterprise (list all)	Total previous expenditure (excl. VAT) to targeted enterprises	Net Amount for this month ¹	Total expenditure (excl. VAT) to targeted enterprises
Targeted Enterprise A			
Targeted Enterprise B			
Targeted Enterprise C			
¹ Documentary evidence to be provided			Total:
			Expressed as a Percentage of P* %

	Contractor	Employer's Agent	Employer Agent's Representative
Name			
Signature			
Date			

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APPOINTMENT OF A CONTRACTOR FOR SUPPLY, DELIVERY AND INSTALLATION OF 5 Solar High Mast LIGHTS AT MESOPOTAMIA VILLAGE

Annex C3.1.5 Health and Safety Specifications by the Employer

PREAMBLE TO SCHEDULE

This document is to be read in conjunction with all other tender documents. Before any work begins, every principal Contractor who is directly appointed by the Employer must answer this specification with a document called a SAFETY PLAN. This bound document must be presented to the Employer for written approval before the work begins.

SPECIFICATION IN TERMS OF THE CONSTRUCTION REGULATIONS 4 (1) (a) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, NO 85 OF 1993.

SUPERVISION BY THE EMPLOYER: MOGALAKWENA LOCAL MUNICIPALITY

EMPLOYER PROJECT MANAGER:

AND/OR AGENT: [as per CR 5(5)]

AGENT COMPANY NAME:

NAME SAFETY MANAGER:

PROJECT SHE REPRESENTATIVES:

SUPERVISION BY THE PRINCIPAL CONTRACTOR:

PRINCIPAL CONTRACTOR:

PRINCIPLE CONTRACTOR	HEALTH & SAFETY OFFICER
	Name:
	Company:
	Contact Number:
	Fax Number:
	Email:
	SACPCMP Registration Number:

1. INTRODUCTION

- 1.1. In terms of Construction Regulation 5(1)(b) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), **MOGALAKWENA LOCAL MUNICIPALITY**, as the Employer and/or its Agent on its behalf, shall be responsible to prepare Health & Safety Specifications for any intended construction project and provide any Principal Contractor who is making a bid or appointed to perform construction work for the Employer and/or its Agent on its behalf with the same.
- 1.2. The Principal Contractor and contractors shall be responsible for the Health & Safety Policy for the site in terms of Section 7 of the Act and in line with Construction Regulation 7 as well as the Health and Safety Plan for the project.
- 1.3. This 'Health and Safety Specifications' document is governed by the "Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), hereinafter referred to as 'The Act'. It should be noted that no single Act or its set of Regulations be read in isolation. Furthermore, although the definition of Health and Safety Specifications stipulates 'a documented specification of all health and safety requirements pertaining to associated works on a construction site, so as to ensure the health and safety of persons', it is required that the entire scope of the Labour Legislation, including the Basic Conditions of Employment Act be considered as part of the legal compliance system. With reference to this specification document this requirement is limited to all health, safety and environmental issues pertaining to the site of the project as referred to here-in. Despite the foregoing it is reiterated that environmental management shall receive due attention.
- 1.4. Due to the wide scope and definition of construction work, every construction activity and site will be different, and circumstances and conditions may change even on a daily basis. Therefore, due caution is to be taken by the Principal Contractor and contractors when drafting the Health and Safety Plan based on these Health and Safety Specifications.
- 1.5. Prior to drafting the Health and Safety Plan, and in consideration of the information contained here-in, the Contractor shall set up a Risk Assessment Program to identify and determine the scope and details of any risk associated with any hazard at the construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard. The Health and

Safety Plan shall include documented 'Methods of Statement' (see definitions under Regulation 1 of Construction Regulations) detailing the key activities to be performed in order to reduce as far as reasonably practicable, the hazards identified in the Risk Assessment.

- 1.6. Every effort has been made to ensure that this specification document is accurate and adequate in all respects. Should it however, contain any errors or omissions they may not be considered as grounds for claims under the contract for additional reimbursement or extension of time, or relieve the Principal Contractor and contractors from his responsibilities and accountability in respect of the project to which this specification document pertains. Any such inaccuracies, inconsistencies and/or inadequacies must immediately be brought to the attention of the Agent and/or Employer.

2. SCOPE OF HEALTH AND SAFETY SPECIFICATION DOCUMENT

The Health and Safety Specifications pertaining to the project:

APPOINTMENT OF A CONTRACTOR FOR SUPPLY, DELIVERY AND INSTALLATION OF 5 Solar High Mast LIGHTS AT MESOPOTAMIA VILLAGE.

These specifications are contained in the index and intend to specify the normal and specific requirements of MOGALAKWENA LOCAL **MUNICIPALITY** pertaining to the health and safety matters (including the environment) applicable to the project in question. These Specifications should be read in conjunction with the OHS Act 85, 1993 and its Regulations with specific reference to the Construction Regulations. This will also include any Safety Standards which were or will be promulgated under the Act or incorporated into the Act and be in force or come into force during the effective duration of the project. The stipulations in this specification, as well as those contained in all other documentation pertaining to the project, including contract documentation and technical specifications shall not be interpreted, in any way whatsoever, to countermand or nullify any stipulation of the Act, Regulations and Safety Standards which are promulgated under, or incorporated into the Act.

3. PURPOSE

The purpose of this specification document is to provide the relevant Principal Contractor (and sub-contractor) with any information other than the standard conditions pertaining to construction sites which might affect the health and safety of persons at work and of persons in connection with the use of plant and machinery. It further aims to protect persons other than its employees against any potential hazards to their health and safety arising out of or in connection with the activities of persons at work during the construction work for MOGALAKWENA LOCAL **MUNICIPALITY**.

- 3.1. To brief the Principle and Sub Contractor on the significant health and safety requirements and aspects of the project. This shall include the provision of the following information and requirements namely:
- Safety considerations affecting the site of the project and its environment;
 - Health and safety aspects of the associated structures and equipment;
 - Required submissions on health and safety matters required from the Principal Contractor (and Sub Contractor);
 - And the Principal Contractor's (Sub - Contractors) health and safety plan.
- 3.2. To serve to ensure that the Principal Contractor (and Sub Contractors) is fully aware of what is expected from them with regards to the Occupational Health and Safety Act, 85 of 1993 and the Regulations made there-under including the applicable safety standards, and in particular in terms of Section 8 of the Act.
- 3.3. To inform the Principal Contractor that the Occupational Health and Safety Act, 85 of 1993 in its entirety shall apply to the contract to which this specification document applies. The Construction Regulations promulgated on 7 February 2014 and incorporated into the above Act by Government Notice R 84, published in Government Gazette 37305 shall specifically apply to all persons involved in the construction work pertaining to this project.

4. DEFINITIONS

"Purpose of the Act" –To provide for the health and safety of persons at work and the health and safety of persons in connection with the use of plant and machinery; the protection of persons other than persons at work against hazards to health and safety arising out of or in connection with the activities of persons at work; to establish an advisory council for occupational health and safety; and to provide for matters connected therewith.

"Agent" –means a competent person who acts as a representative for a Employer;

"Employer" –means any person for whom construction work is performed;

"Construction manager" means a competent person responsible for the management of the physical construction processes and the coordination, administration and management of resources on a construction site;

"Construction site" means a work place where construction work is being performed;

"Construction supervisor" means a competent person responsible for supervising construction activities on a construction site;

"Construction work" means any work in connection with -

- a) The construction, erection, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure; or
- b) The construction, erection, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system; or the moving of earth, clearing of land, the making of excavation, piling, or any similar civil engineering structure or type of work;

"Contractor" means an employer who performs construction work;

"Designer" means-

- a) A competent person who-
 - Prepares a design;
 - Checks and approves a design;
 - Arranges for a person at work under his or her control to prepare a design, including an employee of that person where he or she is the employer; or
 - Designs temporary work, including its components;
- b) An architect or engineer contributing to, or having overall responsibility for a design;
- c) A building services engineer designing details for fixed plant;
- d) A surveyor specifying articles or drawing up specifications;
- e) A Contractor carrying out design work as part of a design and building project; or an interior designer, shop-fitter or landscape architect;

"Health and Safety File" –means a file, or other record containing the information by the Construction Regulations;

"Health and Safety Plan" –means a site, activity or project specific documented plan in accordance with the Employer's health and safety specification;

"Health and Safety Specification" –means a site, activity or project specific document prepared by the Employer pertaining to all health and safety requirements related to construction work;

"Method Statement" –means a document detailing the key activities to be performed in order to reduce as reasonably as practicable the hazards identified in any risk assessment;

"Principal Contractor" means an employer appointed by the Employer to perform construction work;

"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, reduce or control such hazard.

4.1. ABBREVIATIONS:

- GMR General Machinery Regulations
- OHS Act Occupational Health & Safety Act. Act 85 of 1993
- GAR General Administrative Regulations
- Constr. Reg. Construction Regulation 2014
- PPE Personal Protective Equipment

5. OCCUPATIONAL HEALTH & SAFETY MANAGEMENT

5.1. ROLES AND ORGANISATION OF HEALTH AND SAFETY RESPONSIBILITIES:

All responsibilities fall under the legal requirement of legal appointment letters – each responsible person must have an appointment letter.

ROLE	RESPONSIBILITIES
Employer Employer's Agent	The Employer and/or its Agent shall ensure that the Principal Contractor, appointed in terms of Construction Regulation 5(1) (I), implements and maintains the agreed and approved Health and Safety Plan. Failure on the part of the Employer or Agent to comply with this requirement will not relieve the Principal Contractor from any duties under the Act and Regulations.

ROLE	RESPONSIBILITIES
CEO – Principle Contractor	The Chief Executive Officer of the Principal Contractor in terms of Section 16 (1) of the Act to ensure that the Employer (as defined in the Act) complies with the Act. The pro forma Legal Compliance Audit may be used for this purpose by the Principal Contractor or his/her appointed Contractor.
Person responsible for Health and Safety Section 16(2)	All OHS Act (85 /1993), Section 16 (2) appointee/s as detailed in their respective appointment forms shall regularly, in writing, report to management on health and safety matters or deviations identified during routine or ad hoc inspections/ audits. All reports shall be made available to the principal Contractor to become part of their site records (Health & Safety File).
Construction Manager Or Assistant	The Construction Manager and Assistant Construction Supervisor/s appointed in terms of Construction Regulation 8 shall regularly, in writing, report to their managers on health and safety matters or deviations identified during inspections. All reports shall be made available to the principal Contractor to become part of site records (Health & Safety File). This manager must be registered with SACPCMP.
SHE Representatives	All Health and Safety Representatives (SHE-Reps) shall act and report as per Section 18 of the Act. She Representatives shall inspect and monitor activities on a daily basis and report finding to the Employer and Health and Safety manager immediately. These safety representatives have the right to stop any unsafe work or work due to unsafe conditions and report findings and reason immediately to Emfuleni Local Municipality Management.
Other Legal Appointees	Further (Specific) Supervision Responsibilities for OH&S Several appointments or designations of responsible and /or competent people in specific areas of construction work are required by the Act and Regulations. The following competent appointments, where applicable, in terms of the Construction Regulations are required to ensure compliance to the Act, Regulations and Safety Standards.

LEGAL APPOINTMENTS AS REQUIRED IN THE CONSTRUCTION REGULATIONS			
Item	Construction Regulation	Appointment	Responsible Person
1.	5(1)(h)	Principal contractor for each phase or project	Employer
2.	7(c)(v)	Contractor	Principal Contractor
3.	7(2)(c)	Contractor	Contractor
4.	8(1)	Construction Manager	Principal Contractor
5.	8(2)	Construction Manager sub-ordinates	Principal Contractor
6.	8(6)	Construction Safety Officer	Principal Contractor & Contractor
7.	9(1)	Person to carry out risk assessment	Principal Contractor & Contractor
8.	10(1)(a)	Fall protection planner	Principal Contractor & Contractor
9.	13(1)(a)	Excavation supervisor	Principal Contractor & Contractor
10.	OHS ACT 17 /18	OHS Reps (1/50 workers)	Principal Contractor & Contractor

LEGAL APPOINTMENTS AS REQUIRED IN THE CONSTRUCTION REGULATIONS			
Item	Construction Regulation	Appointment	Responsible Person
11.	GSR 3(4) AND 5	First Aid Attendant	Principal Contractor & Contractor
12.	14(1)	Supervisor demolition work	Principal Contractor & Contractor
13.	16(1)	Scaffold erector / inspector	Principal Contractor & Contractor
14.	14(11)	Explosives expert	Principal Contractor & Contractor
15.	16(1)	Scaffold supervisor	Principal Contractor & Contractor
16.	17(1)	Suspended platform supervisor	Principal Contractor & Contractor
17.	20(1)	Bulk mixing plant supervisor	Principal Contractor & Contractor
18.	16(1)	Scaffold erector / inspector	Principal Contractor & Contractor
19.	23(1)(d)(i)	Construction vehicle and mobile plant operator	Principal Contractor & Contractor
20.	23(1)(k)	Construction vehicle and mobile plant inspector	Principal Contractor & Contractor
21.	24(d)	Temporary electrical installations inspector	Principal Contractor & Contractor
22.	24 (e)	Temporary electrical installations controller	Principal Contractor & Contractor
23.	28 (a)	Stacking and storage supervisor	Principal Contractor & Contractor
24.	29 (h)	Fire equipment inspector	Principal Contractor & Contractor

5.2. COMMUNICATION:

5.2.1. Communication between the Employer, the Principal Contractor, Sub Contractors, Project manager, Architect and other concerned parties shall take place in the SHE Committee or Project meeting.

5.2.2. In addition to the above, communication may be directed to the Employer or Employer's Agent, in writing, as and when the need arises.

5.2.3. The workforce may consult on Health and Safety matters with their Supervisor or She Representative.

5.2.4. The Principal Contractor shall be responsible for the dissemination of all relevant Health and Safety information to Sub Contractors and other Contractors e.g. design changes agreed with the Employer and its Agent; instructions issued by the Employer's Agent, exchange of information between Contractors, the reporting of hazardous/dangerous conditions/situations etc.

6. INTERPRETATION

6.1. The Occupational Health and Safety Act and all its Regulations, with the exception of the Construction Regulations, distinguish between the roles, responsibilities and functions of employers and employees respectively. It views consultants and contractors as employees of the "owner" of a construction or operational project, the "owner" being regarded as the employer. Only if formally agreed to by way of the written agreement in this regard between the "owner(s)" and consultant and /or between the "owner(s)" and the contractor(s), will these assumptions be relinquished in favour of the position agreed upon between the relevant parties.

6.2. In terms of the Construction Regulations the "owner", in terms of its instructions, operates (has to operate) in the role of Employer as per relevant definition.

6.3. The **contractors** working for the "Employer" are seen to be in two categories, i.e. the Principal Contractor and Sub-Contractors. The Principal Contractor has to take full responsibility for the health and safety on the site of the relevant project / contract. This includes monitoring health and safety conditions and overseeing administrative measures required by the Construction Regulations from all contractors on the project site.

- 6.4. **Sub-Contractors** are required to operate under the control (in terms of all health and safety measures which are covered in the Construction Regulations) of the **Principal Contractor**. Where, for the work the Principal Contractor will have to execute himself, practical health and safety measures are applicable, he will also be subject to the relevant requirements with which Sub Contractors have to comply. The Principal Contractor will, however, not have to actually fulfil such requirements in respect of any of the work / functions of any (ordinary / sub) Contractors on the site for which he has been appointed as Principal Contractor. However, he has to monitor / oversee such processes, ensuring that the requirements are complied with and that the required appointments / evaluations / inspections / assessments and tests are done and that the records are duly generated and kept as prescribed in the Construction Regulations. This has to feature clearly in the Principal Contractor's Health and Safety Plan.

7. RESPONSIBILITIES

7.1. EMPLOYER:

- a) The Employer or the appointed Employer's Agent will appoint each Principal Contractor for this project or phase/section of the project in writing for assuming the role of Principal Contractor as intended by the Construction Regulations.
- b) The Employer or the appointed Employer's Agent shall discuss, negotiate and approve the contents of the specified project health and safety plan submitted by the Principal and Sub Contractor.
- c) The Employer or his Agent will take reasonable steps to ensure that the health and safety plan of the Principle and Sub Contractor is correctly implemented and maintained. Periodical audits agreed between the Employer and the principal and any contractor (audits to take place at least every 30 days CR5.1(o)) shall be conducted to monitor the compliance.
- d) The Employerr or his appointed Agent on his behalf, will prevent the Principal Contractor and/or the Contractor from commencing or continuing with construction work should the Principal Contractor and/or the Contractor at any stage in the execution of the works be found to:
 - Have failed to have complied with any of the administrative measures required by the Construction Regulations in preparation for the construction project or any physical preparations necessary in terms of the Act;
 - Have failed to implement or maintain their health and safety plan;
 - Have executed construction work which is not in accordance with their health and safety plan;
 - Have acted in any way which may pose a threat to the health and safety of any person(s) present on the site of the works or in its vicinity, irrespective of him/them being employed or legitimately on the site of the works or in its vicinity.

7.2. PRINCIPAL CONTRACTOR:

- a) The Principal Contractor shall accept the appointment under the terms and Conditions of Contract. The Principal Contractor shall sign and agree to those terms and conditions and shall, before commencing work, notify the Department of Labour of the intended construction work in terms of Regulation 3 of the Construction Regulations. Annexure B of this Specification contains a "Notification of Construction Work" form. The Principal Contractor shall submit the notification in writing prior to commencement of work and inform the Employer or his Agent accordingly.
- b) The Principal Contractor shall ensure that he is fully conversant with the requirements of this Specification and all relevant health and safety legislation. This Specification is not intended to supersede the Act nor the Construction Regulations or any part of either. Those sections of the Act and the Construction Regulations which apply to the scope of work to be performed by the Principal Contractor in terms of this contract (entirely or in part) will continue to be legally required of the Principal Contractor to comply with. The Principal Contractor will in no manner or means be absolved from the responsibility to comply with all applicable sections of the Act, the Construction Regulations or any Regulations proclaimed under the Act or which may perceivable be applicable to this contract.
- c) The Principal Contractor shall provide and demonstrate to the Employer a suitable and sufficiently documented health and safety plan based on this Specification, the Act and the Construction Regulations, which shall be applied from the date of commencement of and for the duration of execution of the works. This plan shall, as appendices, include the health and safety plans of all Sub-contractors for which he has to take responsibility in terms of this contract.
- d) The Principal Contractor shall provide proof of his registration and good standing with the Compensation Fund or with a licensed compensation insurer prior to commencement with the works.
- e) The Potential Principal Contractor shall, in submitting his tender, demonstrate that he has made provision for the cost of compliance with the specified health and safety requirements, the Act and Construction Regulations.
- f) The Principal Contractor shall consistently demonstrate his competence and the adequacy of his resources to perform the duties imposed on the Principal Contractor in terms of this Specification, the Act and the Construction Regulations.
- g) The Principal Contractor shall ensure that a copy of his health and safety plan is available on site and is presented upon request to the Employer, the Employer's Agent, an Inspector, Employee or Sub- contractor.

- h) The Principal Contractor shall ensure that a health and safety file, which shall include all documentation required in terms of the provisions of this Specification, the Act and the Construction Regulations, is opened and kept on site and made available to the Employer or Inspector upon request. Upon completion of the works, the Principal Contractor shall hand over a consolidated health and safety file to the Employer.
- i) The Principal Contractor shall, throughout execution of the contract, ensure that all conditions imposed on his Sub-contractors in terms of the Act and the Construction Regulations are complied with as if they were the Principal Contractor.
- j) The Principal Contractor shall from time to time evaluate the relevance of the Health and Safety Plan and revise the same as required, following which revised plan shall be submitted to the Employer and/or his/her Agent for approval.

8. SCOPE OF WORK

These specifications are applicable to the specific scope of work pertaining to the

APPOINTMENT OF A CONTRACTOR FOR SUPPLY, DELIVERY AND INSTALLATION OF 5 Solar High Mast LIGHTS AT MESOPOTAMIA VILLAGE project as detailed in the tender documents.

The Employer or its Agent will provide a scope of work in the form of a Gant Chart to the Principal Contractor.

As a result of the inherent generic nature of the Health and Safety Specifications document, specific relevant information on the project will be prescribed by the H&S Agent.

If at any time after commencement of the project changes are brought about to the design or construction, sufficient health and safety information and appropriate resources are to be made available to the Principal Contractor to execute the work safely.

The appointed Contractor shall for the duration of the project make available SHE Representatives on a daily basis to inspect the workplace.

According to Construction Regulation 7(1)(c)(ii) the contractor must make provision for the cost of health and safety measures during the construction process. When submitting a tender the Principal Contractor shall therefore, make provision for the cost of health and safety measures in terms of their documented Health and Safety Plan and MOGALAKWENA LOCAL MUNICIPALITY Health and Safety Specifications. The cost shall be clearly specified and quantified within the tender document under a section for health and safety.

9. HEALTH AND SAFETY FILE

The Principal Contractor must, in terms of Construction Regulation 7(2)(b), keep a Health & Safety File on site at all times that must include all documentation required in terms of the Act and Regulations and must also include a list of all Contractors on site that are accountable to the Principal Contractor and the agreements between the parties and details of work being done. A more detailed list of documents and other legal requirements that must be kept in the Health and Safety File is attached as an addendum to this document.

IMPORTANT:

The Health and Safety File will remain the property of the Employer and/or its Agent on its behalf throughout the period of the project and shall be consolidated and handed over to the Employer and/or its Agent on its behalf at the time of completion of the project.

Herewith a guideline of Safety File Index (Content):

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10. OH&S GOALS AND OBJECTIVES AND ARRANGEMENTS FOR MONITORING AND REVIEWING OH&S PERFORMANCE (Five x Safety Cardinal Rules)

The Principal Contractor is required to maintain an acceptable disabling incident frequency rate (DIFR) and report monthly on their performance to the Employer or its Agent.

10.1. FIVE X CARDINAL SAFETY RULES:

These rules are being implemented to prevent serious injury or death of any employee, labour broker, contractor employees, stakeholders or the public working/visiting any area on construction site.

The rules are:

RULE	DESCRIPTION OF RULE
Rule 1	No person may work unless: • He / she is trained and authorised as competent for the task to be done. • A pre-task risk assessment to identify all risks and hazards has been conducted prior to any work commencing. • A safe working environment is created at each work station. • All equipment, plant and materials are inspected and approved as safe and in good working order. • The authorised person (team leader) has certified all of the above requirements to be in place.
Rule 2	Hook up at heights • Any person who performs work higher than two metres above ground level shall be attached to an anchor point at all times, or as identified during the risk assessment. • All workers shall be trained on fall protection and rescue procedures before allowed to work on heights
Rule 3	PPE compliance • No workers shall conduct any work without the required PPE used in the correct manner. • PPE should be used as the last (least effective) safety control measure.

RULE	DESCRIPTION OF RULE
Rule 4	Be Sober and healthy - No person is allowed to be under the influence of intoxicating liquor or drugs while on duty. - No worker may be deployed on a construction site unless certified as medically fit to do so.
Rule 5	Comply with the rules - No person shall conduct any work outside the Employer's OHS specifications, safe work procedures or guidelines of the OHS Act and construction regulations. - Every person is liable for his own safety as well as for the safety of his /her co-workers on site.

The Employer and his agents will take a stance of zero tolerance on these rules.

Any non-compliance to any health and safety requirement in this SHE specification is subject to discipline/removal of person from the project site.

Non-compliance to a cardinal rule will be considered serious misconduct and will lead to serious disciplinary action, which may include dismissal.

11. IDENTIFICATION OF HAZARDS AND DEVELOPMENT OF RISK ASSESSMENTS, STANDARD WORKING PROCEDURES (SWP) AND METHOD STATEMENTS

The Principal Contractor is required to perform risk assessments, compile Standard Working Procedures (SWP) and Method Statements for each activity executed in the contract and to verify compliance by any / all sub-contractors appointed- if any.

The identification of hazards is an on-going activity / responsibility over and above the hazards identification program and those hazards identified during the drafting of the Health and Safety Plan.

11.1. TYPICAL SITE RISKS (HAZARDS):

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

TYPICAL RISK	YES/NO
Work near water-filled / flooded areas	Yes
Work in confined areas (chambers /pits / trenches)	Yes
Work near live electrical cables	Yes
Work near chemically hazardous water and sewer plants	No
Work in elevated positions (on ladders/ scaffolding)	Yes
Conduct lifting operations	Yes
Work with electrical hand tools	Yes
Conduct "hot –works" (grinding / welding / torch-cutting)	Yes
Materials handling/ heavy equipment handling	Yes
Biological/Health risks (treatment works and open ponds)	No
Vehicle risks	Yes
Work in open trenches/excavations	Yes
Traffic management and public safety	Yes
Weather related risks (UV, heat, cold, rain/ wind)	Yes
Environmental risks (wind / dust / fire / snakes etc.)	Yes
Ergonomic risks (body position, fatigue)	Yes
Work on/dismantling of rusted & rotten poles and structures	No
Fire risks	Yes

High Level Risk Assessment

- Work in elevated positions
- Working inside open trenches and deep excavations
- Working near public areas
- Weather conditions – heat & rain and thunder
- Conduction hoisting operations
- Conducting hot works

12. ARRANGEMENTS FOR MONITORING AND REVIEW

12.1. PERIODICAL AUDIT BY EMPLOYER OR ITS AGENT:

The Employer and/or its Agent on its behalf will be conducting Periodic Audits at times agreed with the Principal Contractor - at least once every 30 days to comply with Construction Regulation 7(1)(c)(vii) to ensure that the principal Contractor has implemented, is adhering to and is maintaining the agreed and approved OH&S Plan.

12.2. OTHER AUDITS AND INSPECTIONS BY EMPLOYER OR AGENT:

The Employer or its Agent reserves the right to conduct any ad hoc audits and inspections as it deems necessary.

A representative of the Principal Contractor and the relevant Health and Safety Representative(s) (SHE-Reps) must accompany the Employer and/or its Agent on all Audits and Inspections and may conduct their own audit/inspection simultaneously. Each party will, however, take responsibility for the results of his/her own audit/inspection results. The Employer or its Agent may request a copy of the Principal Contractor SHE Committee meeting minutes, reflecting possible recommendations made by that committee to the Employer for reference purposes.

12.3. INCIDENT INVESTIGATION AND REPORTING:

12.3.1. The Principal Contractor shall report all incidents where an employee is injured on duty to the extent that he/she:

- Dies
- Becomes unconscious
- Loses a limb or part of a limb
- Is injured or becomes ill to such a degree that he/she is likely either to die or to suffer a permanent physical defect or likely to be unable for a period of at least 14 days either to work or continue with the activity for which he/she was usually employed

Or where:

- A major incident occurred
- The health or safety of any person was endangered (this could be a near miss)
- Where a dangerous substance was spilled
- The uncontrolled release of any substance under pressure took place
- Machinery or any part of machinery fractured or failed resulting in flying, falling or uncontrolled moving objects
- Machinery ran out of control,

To the Provincial Director of the Department of Labour within seven days and at the same time to the Employer or its Agent.

Refer in this regard to Section 24 of the Act & General Administrative Regulation 8.

12.3.2. The Principal Contractor is required to provide the Employer and/or its Agent on its behalf with copies of all statutory reports required in terms of the Act and the Regulations.

12.3.3. The Principal Contractor is required to provide the Employer and/or its Agent on its behalf with a monthly "SHE Risk Management Report".

12.3.4. The Principal Contractor is required to provide a.s.a.p. the Employer and/or its Agent on its behalf with copies of all internal and external accident/incident investigation reports including the reports contemplated in 12.7, 12.8.2, 15, 16, 17, 21 and 22 below. As soon as the occurrence of any accident/incident of whatever nature comes to the notice of the Principal Contractor, it shall be reported immediately to any of the following:

- Project Manager / Employer's Agent

12.4. REVIEW:

- The Principal Contractor is to review the Hazard Identification, Risk Assessments and Standard Work Processes at each Construction Planning and Progress Report meeting as the construction work develops and progresses. Each time changes are made to the designs, plans and construction methods and processes. These items must be reviewed.
- The Principal Contractor must provide the Employer and/or its Agent on its behalf, other Contractors and all other concerned parties with copies of any changes, alterations or amendments as contemplated in the above paragraph.

12.5. SITE RULES AND OTHER RESTRICTIONS:

12.5.1. Site OH&S Rules

The Principal Contractor must develop a set of site-specific Health and Safety Rules that will be applied to regulate the Health and Safety Plan and associated aspects of the construction project.

When required for a site by law, visitors and non-employees upon entering the site shall be issued with the proper Personal Protective Equipment (PPE) as and when necessary.

12.5.2. Security Arrangements

- The Principal Contractor must establish site access rules and implement and maintain these throughout the construction period. Access control must include the rule that non-employees shall at all times be provided with fulltime supervision while on site.
- Additional Access Rules may be imposed by the Project Manager or Employer's Agent in the interest of the safety of (NAME OF CONTRACTOR employees, visitors and customers).
- The Principal Contractor must develop a set of Security rules and procedures for their allocated site and maintain these throughout the construction period. These security rules must be submitted to the Employer for approval. Additional security measures or rules may be specified for risk minimisation purposes.
- If not already tasked to the H&S Officer appointed in terms of Construction Regulation 8(6), the Principal Contractor must appoint a competent Emergency Controller who must develop contingency plans for any emergency that may arise on site as indicated by the risk assessments.

12.5.3. Training:

The Principal Contractors and sub-contractors must have the appropriate qualifications, certificates and proof of induction tickets, and are under competent supervision. Records of all training and qualifications of all contractor employees must be kept. The Contractor shall maintain comprehensive records of all employees under the contractor's control (including all employees of the sub-contractor) attending induction training. Acknowledgement of receiving and understanding the induction must be signed by all persons receiving the induction respectively.

12.5.4. General Induction Training

All employees of the Principal and other contractors must be in possession of proof of General Induction training.

12.5.5. Site Specific Induction Training

All employees of the Principal and other contractors must be in possession of Site Specific Occupational Health and Safety Induction or other qualifying training.

12.5.6. Other Training

- All operators, drivers and users of construction vehicles, mobile plant and other equipment must be in possession of valid licenses and proof of training.
- All employees performing jobs requiring specific training in terms of the OHS Act 85, 1993 and
- Regulations must submit proof of such training.
- Occupational Health and Safety Training Requirements: (as required by the Construction Regulations and as indicated by the Health and Safety Specification Document & the Risk Assessment/s and recommendations by the Health and Safety Committee):
 - General Induction (Section 8 of the Act)
 - Site/Job Specific Induction (also visitors) (Sections 8 & 9 of the Act)
 - Site/Project Manager
 - Construction Supervisor
 - OH&S Representatives (Section 18 (3) of the Act)
 - Training of the Appointees indicated in 12.6.1 & 12.6.2 above
 - Operation of Cranes (Driven Machinery Regulations 18 (11))
 - Operators & Drivers of Construction Vehicles & Mobile Plant (Construction Regulation 23)
 - Basic Fire Prevention & Protection (Environmental Regulations 9 and Construction Regulation 29)
 - As a minimum basic First Aid to be upgraded when necessary (General Safety Regulations 3)
 - Storekeeping Methods & Safe Stacking (Construction Regulation 28)
 - Emergency, Security and Fire Coordinator

12.5.7. Visitors to site

Visitors to the site shall be required to undergo and comply with Employer/Agents site-specific safety induction requirement prior to being allowed access to site.

All visitors must remain in the care and custody of a person (host) who has been properly inducted. No visitors are permitted to undertake any construction work, of any nature.

12.5.8. Toolbox Talk

Contractors are expected to have a daily toolbox meeting. The meeting is expected to be brief and concise. Subject topics are applicable to the job/task at hand. Near misses, accidents and up-coming work should be discussed along with suggestions and comments. These meetings can be used as a training meeting with a central idea of educating employees.

12.6. INCIDENT INVESTIGATION:

The Principal Contractor is responsible to oversee the investigation of all incidents. This will include first aid, medical treatment by a doctor and hospital or clinic cases. (General Administrative Regulation 9).

All incidents must be recorded in the Accident/Incident Register. (General Administrative Regulation 9).

The Principal Contractor is responsible for the investigation of all incidents as described in Section 24 (1) (b) & (c) of the Act and keeping a record of the results of such investigations including the corrective action to prevent similar incidents in future.

The Principal Contractor is responsible for the investigation of all road traffic accidents relating to the construction site and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

Notwithstanding the requirements of Section 24 of the Act, All incidents shall be investigated and reported on in writing, irrespective of whether such incident gave rise to injury or damage.

12.7. SHE REPRESENTATIVES AND SHE COMMITTEES:

12.7.1. Designation of SHE Representatives

- Where the Principal Contractor employs more than 20 persons (including the employees of the Sub-Contractors) he has to appoint a minimum of one SHE Representatives, then he must appoint one for every 50 employees or part thereof. (OHS Act85, 1993 - Section 17 and GAR 6; 7.)
- These SHE Representatives shall be designated in writing.

12.7.2. Duties and Functions of the SHE Representatives (This is based on the Construction norms and is not an exhaustive list)

- The Principal Contractor must ensure that the designated SHE Representatives conduct a formal weekly inspection of their respective areas of responsibility using a checklist. All findings must be reported to the Principal Contractor. The reports shall be submitted to the Health and Safety Committee for action. Record shall be kept in the form of minutes.
- SHE Representatives must take part in incident investigations.
- SHE Representatives shall be members of at least one SHE Committee and attend all the SHE Committee meetings.

12.7.3. Establishment of H&S Committee(s)

The Principal Contractor must establish H&S Committees consisting of designated H&S Representatives together with a number of Employers Representatives appointed as per Section 19(3) that are not allowed to exceed the number of H&S Representatives on the committee. The persons nominated by the employer on an H&S Committee must be designated in writing for such period as may be determined by him. The H&S Committee shall co-opt advisory (temporary) members (who are not allowed to vote on issues discussed) and determine the procedures of the meetings including the chairmanship.

Legally, the H&S Committee must meet minimum every 3 months but it is advised that they meet at least once a month and consider, at least, the following Agenda for the first meeting. Thereafter the H&S Committee shall determine its own procedures as per the previous paragraph.

Agenda:

- 1) Opening and determining of chairmanship (only when necessary)
- 2) Facilities and Hygiene
- 3) Housekeeping

- 4) Incidents and incident investigation
- 5) Inspection checklists and Registers:
 - a) H&S Rep. Inspections
 - b) Matters of First Aid
 - c) Scaffolding
 - d) Ladders
 - e) Excavations
 - f) Portable Electric Equipment
 - g) Fire Equipment
 - h) Explosive Power Tools
 - i) Power Hand tools
 - j) Incident Investigation reports
 - k) Pressure Equipment and vessels under pressure
 - l) Personal Protective Equipment
- 6) Safety Statistics
- 7) Health and Safety Awareness / Training / Posters and Symbolic signs
- 8) First Aiders and First Aid equipment
- 9) Demarcation of work- /hazardous-/safe areas/walkways
- 10) Safety Suggestions
- 11) Environmental Management
- 12) General
- 13) Date of Next Meeting
- 14) Closing

13. PROJECT/SITE SPECIFIC REQUIREMENTS

The following is a list of specific activities and considerations that have been identified for the project and site and for which Risk Assessments, Standard Working Procedures (SWP), management and control measures and Method Statements (where necessary) have to be developed by the Principal Contractor:

- Clearing & Grubbing of the Area/Site
- Site Establishment including:
 - Office/s
 - Secure/Safe Storage and storage areas for materials, plant & equipment
 - Ablution facilities
 - Sheltered dining area
 - Vehicle access to the site
- Dealing with existing Structures.
- Location of existing Services
- Installation and Maintenance of Temporary Construction Electrical Supply, Lighting and Equipment
- Adjacent properties and surrounding building exposures
- Boundaries and Access control/Public Liability Exposures
- Exposure to Noise
- Exposure to Vibration
- Protection against dehydration and heat exhaustion
- Protection from the elements.
- Use of Portable Electrical Equipment including:
 - Angle grinder
 - Electrical Drilling machine
 - Skill saw
- Excavations including:

- Ground/soil conditions
- Trenching
- Shoring
- Drainage
- Daily inspections
- Loading and Offloading of Trucks
- Aggregate/Sand and other Materials Delivery
- Manual and Mechanical Handling
- Lifting and Lowering Operations
- Driving & Operation of Construction Vehicles and Mobile Plant including:
 - Trenching machine
 - Excavator
 - Roller
 - Plate Compactor
 - Front End Loader
 - Mobile Cranes and the ancillary lifting tackle
 - Parking of Vehicles & Mobile Plant
 - Towing of Vehicles & Mobile Plant
- Use and Storage of Flammable Liquids and other Hazardous Substances – the Employer and/or its Agent on its behalf to be informed of this prior to commencing of the project
- Layering and Bedding of trench floor
- Installation of Pipes in trenches
- Backfilling of Trenches
- Protection against Flooding
- Use of Explosives - the Employer and/or its Agent on its behalf to be informed of this prior to commencing of the project
- Protection from Overhead Power Lines
- Mixing of cement
- Brick-laying
- General building
- Roof work and scaffolding work
- Painting
- Electrical installations
- Installations and equipping of pumps
- As discovered by the Principal Contractor's hazard identification exercise
- As discovered from any inspections and audits conducted by the Employer and/or its Agent on its behalf or by the Principal Contractor or any other Contractor on site
- As discovered from any accident/incident investigation.

13.1. THE FOLLOWING ARE IN PARTICULAR REQUIREMENTS DEPENDING ON SCOPE OF WORKS AND WILL FORM A BASIS FOR COMPLIANCE AUDITS:

- 1) Administrative and Legal Requirements
- 2) Education, Training & Promotion
- 3) Public Safety and Emergency Preparedness
- 4) Personal Protective Equipment
- 5) Housekeeping

- 6) Scaffolding, Formwork & Support work
- 7) General building works
- 8) Ladders
- 9) Electrical Safeguarding
- 10) Emergency Procedures /Fire Prevention and Protection / Fall protection
- 11) Excavations and Demolition
- 12) Tools
- 13) Cranes and other driven machinery
- 14) Personnel and Material Hoists
- 15) Transport and Materials Handling
- 16) Site Plant and Machinery
- 17) Stacking and Storage Site/ Yards/ Site Workshops Specifics
- 18) Health and Hygiene
- 19) Facilities

14. OUTLINED DATA, REFERENCES AND INFORMATION ON CERTAIN AND/OR SPECIFIC OBLIGATORY REQUIREMENTS TO ENSURE COMPLIANCE

14.1. ADMINISTRATIVE & LEGAL REQUIREMENTS:

OHS Act Section/ Regulation	Subject	Requirements
Construction. Regulation 3 & 4	Application for construction work permit Notice of carrying out Construction work	• Employer must obtain a construction work permit from Department of Labour. • Copy of work permit must be available on Site. • Work permit to be displayed at the entrance.
General Admin. Regulation 4	Copy of OH&S Act (Act 85 of 1993)	• Updated copy of Act & Regulations available on site. • Readily available for perusal by employees.
COID Act Section 80	Registration with Compensation Insurer	Written proof of registration/Letter of good standing available on Site
Construction. Regulation 5(1)	SHE Specification and Program	• SHE Spec received from Employer and/or its Agent • SHE Program developed and updated.
Section 8(2)(d) of the OHS Act and Regulation 5(1) of the Construction. Regulation	Hazard Identification & Risk Assessment	• Identifications of hazards/Recorded • Risk Assessment and – Plan drawn up/Updated Risk Assessment Plan available on Site Employees/Sub-Contractors informed/trained
Section 16(2)	Assigned duties (Managers)	Responsibility of complying with the OH&S Act assigned to other person/s by CEO.
Construction. Regulation 8(1)	Designation of Person Responsible on Site	Competent person appointed in writing as Construction Manager with job description
Construction. Regulation 8(2)	Designation of Assistant for above	Competent person appointed in writing as Assistant Construction Manager with job description
Section 17 & 18 General Administrative Regulations 6 & 7	Designation of SHE Representatives	• More than 20 employees - one H&S Representative, one additional H&S Rep. for each 50 employees or part thereof. • Designation in writing, period and area of responsibility specified in terms of GAR 6 & 7 • Meaningful H&S Rep. reports. • Reports actioned by Management.

OHS Act Section/ Regulation	Subject	Requirements
General Administrative Regulations 5	Committee/s	• All SHE Reps shall be members of SHE Committees • Additional members are appointed in writing. • Meetings held monthly, • Minutes kept. • Actioned by Management.
Section 37(1) & (2)	Agreement with Mandatories/ Sub-Contractors	• Written agreement with (Sub-)Contractors • List of Sub Contractors displayed. • Proof of Registration with Compensation Insurer/ Letter of Good Standing (COID) Construction Manager designated • Written arrangements regarding SHE Reps and Committee (OHSA Section 17,18) • Written arrangements for First Aid (COID)
Section 24 & General Admin. Regulation 8 COID Act Sect.38, 39 & 41	Reporting of Incidents (Dept. of Labour)	• Incident Reporting Procedure displayed. • All incidents in terms of Sect. 24 reported to the Provincial Director, Department of Labour, within 3 days. (Annexure 1) (WCL 1 or 2) and to the Employer and/or its Agent on its behalf • Cases of Occupational Disease Reported • Copies of Reports available on Site • Record of First Aid injuries kept
General Admin. Regulation 9	Investigation and Recording of Incidents	• All injuries which resulted in the person receiving medical treatment other than first aid, recorded and investigated by investigator designated in writing. • Copies of Reports (Annexure 1) available on Site • Tabled at H&S Committee meeting • Action taken by Site Management.
Construction. Regulation 10	Fall Prevention & Protection	• Competent person appointed to draw up and supervise the Fall Protection Plan • Proof of appointees competence available on Site • Risk Assessment carried out for work at heights • Fall Protection Plan drawn up/updated and available on Site
Construction. Regulation 10(5)	Roof work	• Competent person appointed to plan & supervise Roof work. • Proof of appointees competence available on Site • Risk Assessment carried out • Roof work Plan drawn up/updated • Roof work inspect before each shift. • Inspection register kept • Employees medically examined for physical & psychological fitness. • Written proof on site
Construction. Regulation 11	Structures	• Information re. the structure being erected received from the Designer including: – geo-science technical report where relevant – the design loading of the structure – the methods & sequence of construction – anticipated dangers/hazards/special measures to construct safely • Risk Assessment carried out • Method statement drawn up • All above available on Site • Structures inspected before each shift. • Inspections register kept
Construction Regulations 12	Temporary Works	• Competent persons appointed in writing to: – Inspect structures – Ensure that design are followed

OHS Act Section/ Regulation	Subject	Requirements
Construction. Regulation 13	Excavations	- Competent person/s appointed in writing to supervise and inspect excavation work - Written Proof of Competence of above appointee/s available on Site - Risk Assessment carried out - Inspected: - before every shift - after any blasting - after an unexpected fall of ground - after any substantial damage to the shoring - after rain. - Inspections register kept - Method statement developed where explosives will be/ are used
Construction. Regulation 14	Demolition Work	- Competent person/s appointed in writing to supervise and control Demolition work - Written Proof of Competence of above appointee/s available on Site - Risk Assessment carried out - Engineering survey and Method Statement available on Site - Inspections to prevent premature collapse carried out by competent person before each shift. - Inspection register kept
Construction Regulation 15	Tunneling	No people permitted to enter a tunnel if which has a height dimension of less than 800 millimeters
Construction. Regulation 16	Scaffolding	- Competent persons appointed in writing to: - erect scaffolding (Scaffold Erector/s) - act as Scaffold Team Leaders - inspect Scaffolding weekly and after inclement weather (Scaffold Inspector/s) Written Proof of Competence of above appointees available on Site - Copy of SANS 10085 available on Site - Risk Assessment carried out - Inspected weekly/after bad weather. - Inspection register/s kept
Construction. Regulation 17	Suspended Platforms	- Competent persons appointed in writing to: - control the erection of Suspended platforms - act as Suspended platforms Team Leaders - inspect Suspended Scaffolding weekly and after inclement weather - Risk Assessment conducted - Certificate of authorisation issued by a registered professional engineer available on Site/copy forwarded to the Department of Labour - The following inspections of the whole installation carried out by a competent person - after erection and before use - daily prior to use. - Inspection register kept - The following tests to be conducted by a competent person: - load test of whole installation and working parts every three months - hoisting ropes/hooks/load attaching devices quarterly. - Tests log book kept - Employees working on Suspended Platform medically examined for physical & psychological fitness. Written proof available

OHS Act Section/ Regulation	Subject	Requirements
Construction Regulation 18	Rope Access Work	- Competent person appointed in writing as a rope access supervisor to supervise the activities. - Operators must be licensed to carry out their work. - A site specific fall protection plan must be available to the specific site and environment.
Construction. Regulation 19	Materials Hoist	- Competent person appointed in writing to inspect the Material Hoist - Written Proof of Competence of above appointee available on Site. - Materials Hoist to be inspected weekly by a competent person. - Inspections register kept.
Construction. Regulation 20	Bulk Mixing Plants	- Competent person appointed to control the operation of the Batch Plant and the service, maintenance and cleaning. - Register kept of above - Risk Assessment carried out - Batch Plant to be inspected weekly by a competent person. - Inspections register kept
Construction. Regulation 21	Explosive actuated fastening device	- Competent person appointed to control the issue of the Explosive Powered Tools & cartridges and the service, maintenance and cleaning. - Register kept. - Empty cartridge cases/nails/fixing bolts returns recorded - Cleaned daily after use - Work areas are demarcated!
Construction. Regulation 22/ Driven Machinery Regulations 18 & 19	Cranes & Lifting Machines Equipment	- Competent person appointed in writing to inspect Cranes, Lifting Machines & Equipment - Written Proof of Competence of above appointee available on Site. - Cranes & Lifting tackle identified/ numbered - Register kept for Lifting Tackle - Log Book kept for each individual Crane - Inspection: - All cranes - daily by operator - Tower Crane/s - after erection/6monthly - Other cranes - annually by comp. person - Lifting tackle(slings/ropes/chain slings etc.) - daily or before every new application
Construction. Regulation 24/ Electrical Machinery Regulations 9 & 10/Electrical Installation Regulations	Inspection & Maintenance of Electrical Installation & Equipment (including portable electrical tools)	- Competent person appointed in writing to inspect/test the installation and equipment. - Written Proof of Competence of above appointee available on Site. - Inspections: - Electrical Installation & equipment inspected after installation, after alterations and quarterly. - Inspection Registers kept - Portable electric tools, electric lights and extension leads must be uniquely identified/ numbered. - Weekly visual inspection by User/Issuer/Store man. - Register kept.
Construction Regulation 25	Use of temporary storage of flammable liquids on construction site	Flammable liquids must be stored in a way that it does not cause a fire or explosion hazard, and that the workplace is well ventilated. Suitable notices to be posted.
Construction Regulations 26	Water environments	If construction is performed over on in close proximity of water, then provision must be made to prevent persons from falling into water and have a rescue plan in case of such incident happening to prevent drowning.

OHS Act Section/ Regulation	Subject	Requirements
Construction Regulation 27	Housekeeping	Suitable housekeeping measures must be implemented to reduce the risk of injuries and damage to the structures, machinery, etc. Debris must be removed with a chute from a high place. Construction area must be fenced off.
Construction. Regulation 28/ General Safety Regulation 8(1)(a)	Designation of Stacking & Storage Supervisor.	- Competent Person/s with specific knowledge and experience designated to supervise all Stacking & Storage - Written Proof of Competence of above appointee available on Site
Construction. Regulation 29/ Environmental Regulation 9	Designation of a Person to Co-ordinate Emergency Planning And Fire Protection	- Person/s with specific knowledge and experience designated to co-ordinate emergency contingency planning and execution and fire prevention measures - Emergency Evacuation Plan developed: - Drilled/Practiced - Plan & Records of Drills/Practices available on Site - Fire Risk Assessment carried out - All Fire Extinguishing Equipment identified and on register. Inspected weekly. And inspection register kept. Serviced annually
Construction Regulation 30	Employees Facilities	- The contractor must provide and maintain in hygienic condition facilities for employees that include: - Showers (1 for every 15 employees) - Sanitary facilities for each sex (1 for every 30 employees) - Changing facilities for each sex - Sheltered eating areas
General Safety Regulation 3	First Aid	- Every workplace provided with sufficient number of First Aid boxes. (Required where 5 persons or more are employed) - First Aid freely available - Equipment as per the list in the OH&S Act. - One qualified First Aider appointed for every 50 employees. (Required where more than 10 persons are employed) - List of First Aid Officials and Certificates - Name of person/s in charge of First Aid box/es displayed. - Location of First Aid box/es clearly indicated. - Signs instructing employees to report all Injuries/illness including first aid injuries
General Safety Regulation 2	Personal Safety Equipment (PPE)	- PPE Risk Assessment carried out - Items of PPE prescribed/use enforced - Records of Issue kept - Undertaking by Employee to use/wear PPE. - PPE remains property of Employer, and is not to be removed from the premises GSR 2(4)
General Safety Regulation 9	Inspection & Use of Welding/Flame Cutting Equipment	- Competent Person/s with specific knowledge and experience designated to - Inspect Electric Arc, Gas Welding and Flame Cutting Equipment - Written Proof of Competence of above appointee available on Site - All new vessels checked for leaks, leaking vessels NOT taken into stock but returned to supplier immediately - Equipment identified/numbered and entered into a register - Equipment inspected weekly. Inspection Register kept - Separate, purpose made storage available for full and empty vessels

OHS Act Section/ Regulation	Subject	Requirements
Hazardous Chemical Substances (HCS) Regulations Construction Regulation 25	Control of Storage & Usage of HCS and Flammables	- Competent Person/s with specific knowledge and experience designated to - Control the Storage & Usage of HCS (including Flammables) - Written Proof of Competence of above appointee available on Site - Risk Assessment carried out - Register of HCS kept/used on Site - Separate, purpose made storage available for full and empty containers
Pressure Equipment Regulations	Pressure Equipment	- Competent Person/s with specific knowledge and experience designated to supervise the use, storage, maintenance, statutory inspections & testing of Pressure Equipment. - Written Proof of Competence of above appointee available on Site - Risk Assessment carried out - Certificates of Manufacture available on Site - Register of Pressure Equipment on Site - Inspections & Testing by Approved Inspection Authority (AIA): - after installation/re-erection or repairs every 36 months. - Register/Log kept of inspections, tests. - Modifications & repair
Construction. Regulation 23	Construction Vehicles and Earth Moving Equipment	- Operators/Drivers appointed to: - Carry out a daily inspection prior to use - Drive the vehicle/plant that he/she is competent to operate/drive - Written Proof of Competence of above appointee available on Site. - Record of daily inspections kept
General Safety Regulation 13A	Inspection of Ladders	- Competent person appointed in writing to inspect Ladders - Ladders inspected at arrival on site and weekly thereafter. - Inspections register kept. - Application of the types of ladders (wooden, aluminium etc.) regulated by training and inspections and noted in register
General Safety regulation 13B	Ramps	- Competent person appointed in writing to supervise the erection & inspection of Ramps. - Inspection register kept. - Daily inspected and noted in register

14.2. EDUCATION & TRAINING:

Subject	Requirement
Company OH&S Policy Section 7(1)	- Policy signed by CEO and published/Circulated to Employees - Policy displayed on Employee Notice Boards Management and employees committed.
Company/Site SHE Rules (Section 13(a))	- Rules published - Rules displayed on Employee Notice Boards - Rules issued and employees effectively informed or trained: written proof - Follow-up to ensure employees understand/adhere to the policy and rules.
Induction & Task Safety Training (Section 13(a))	- All new employees receive SHE Induction Training. - Training includes Task Safety Instructions. Employees acknowledge receipt of training.

Subject	Requirement
General SHE Training (Section 13(a))	- Follow-up to ensure employees understand/adhere to instructions. All current employees receive specified SHE training: written proof Operators of Plant and Equipment receive specified training - Follow-up to ensure employees understand/adhere to instructions.

14.3. PUBLIC SAFETY, SECURITY MEASURES & EMERGENCY PREPAREDNESS:

Subject	Requirement
Notices & Signs	- Notices & Signs at entrances / along perimeters indicating "No Un-authorised Entry". - Notices & Signs at entrance instructing visitors and non – employees what to do, where to go and where to report on entering the site/yard with directional signs. E.g. "Visitors to report to Office" - Notices & Signs posted to warn of overhead work and other hazardous activities. E.g. General Warning Signs - Nets, Canopies, Platforms, Fences etc. to protect members of the public passing / entering the site. Access control measures/register in operation
Site Safeguarding Security Measures	- Security patrols after hours during weekends and holidays - Sufficient lighting after dark - Guard has access to telephone/ mobile/other means of emergency communication - Emergency contact numbers displayed and made available to Security & Guard - Emergency Evacuation instructions posted up on all notice boards (including employees' notice boards)
Emergency Preparedness	- Emergency contingency plan available on site/in yard - Doors open outwards/unobstructed
Emergency Drill and Evacuation	- Emergency alarm audible all over (including in toilets) - Adequate No. of employees trained to use Fire Fighting Equipment. - Emergency Evacuation Plan available displayed and practiced.

14.4. PERSONAL PROTECTIVE EQUIPMENT:

Subject	Requirement
PPE needs analysis	- Need for PPE identified and prescribed in writing. - PPE remains property of Employer, not to be removed from premises GSR 2(4)
Head Protection	- All persons on site wearing Hardhats including - Sub-contractors and Visitors (where prescribed)
Foot Protection	- All employees on site wearing Safety Footwear including Gumboots for concrete / wet work and non-slip shoes for roof work. - Visitors to wear same upon request or where prescribed
Eye and Face Protection	<u>Eye and Face (also Hand and Body) Protection</u> (Goggles, Face Shields, Welding Helmets etc.) used when operating the following: - Jack/ Kango Hammers - Angle / Bench Grinders - Electric Drills (Overhead work into concrete / cement / bricks - Explosive Powered tools - Concrete Vibrators / Pokers - Hammers & Chisels - Cutting / Welding Torches - Cutting Tools and Equipment - Guillotines and Benders - Shears - Sanders and Sanding Machines - CO2 and Arc Welding Equipment - Skill / Bench Saws - Spray Painting Equipment etc.
Hearing Protection	<u>Hearing Protectors</u> (Muffs, Plugs etc.) used when operating the following: - Jack / Kango Hammers - Explosive Powered Tools - Wood/Aluminium Working Machines e.g. saws, planers, routers

Subject	Requirement
Hand Protection	• <u>Protective Gloves</u> worn by employees handling / using: - Cement / Bricks / Steel / Chemicals - Welding Equipment - Hammers & Chisels - Jack / Kango Hammers etc.
Respiratory Protection	• <u>Suitable/efficient prescribed Respirators</u> worn correctly by employees handling / using: - Dry cement - Dusty areas - Hazardous chemicals - Angle Grinders - Spray Painting etc.
Fall Prevention Equipment	• Suitable Safety harnesses / Fall Arrest Equipment correctly used by persons working on / in unguarded, elevated positions e.g.: - Scaffolding - Riggers - Lift shafts - Edge work - Ring beam edges etc. • Other methods of fall prevention applied e.g. catch nets
*Protective Clothing	All jobs requiring protective clothing (Overalls, Rain Wear, Welding Aprons etc.) Identified and clothing worn.
*PPE Issue & Control	• Identified Equipment issued free of charge. • All PPE maintained in good condition. (Regular checks). Workers instructed in the proper use & maintenance of PPE. • Commitment obtained from wearer accepting conditions and to wear the PPE. Record of PPE issued kept on H&S File. • PPE remains the property of Employer, not to be removed from premises GSR 2(4)

14.5. HOUSEKEEPING:

Subject	Requirement
Scrap Removal System	• All items of Scrap/Unusable Off-cuts/Rubble and redundant material removed from working areas on a regular basis. (Daily) • Scrap/Waste removal from heights by chute/hoist/crane. Nothing thrown/swept over sides. • Scrap disposed of in designated containers/areas • Removal from site/yard on a regular basis.
Stacking & Storage	• <u>Stacking:</u> - Stable, on firm level surface/base. - Prevent leaning/collapsing - Irregular shapes bonded - Not exceeding 3x the base - Stacks accessible - Removal from top only. • <u>Storage:</u> - Adequate storage areas provided.
(See Section 1 for Designation & Register)	• Functional – e.g. demarcated storage areas/racks/bins etc. • Special areas identified and demarcated e.g. flammable gas, cement etc. • Neat, safe, stable and square. • Store/storage areas clear of superfluous material. • Storage behind sheds etc. neat/under control. • Storage areas free from weeds, litter etc.
Waste Control/Reclamation	• Re-usable off-cuts and other re-usable material removed daily and kept to a minimum in the work areas. • All re-usable materials neatly stacked/stored in designated areas. (Nails removed/bent over in re-usable timber). • Issue of hardware/nails/screws/cartridges etc. controlled and return of unused items monitored.

Subject	Requirement
Sub-contractors (Housekeeping)	Sub-contractors required complying with Housekeeping requirements.

14.6. WORKING AT HEIGHTS (INCLUDING ROOF WORK):

Subject	Requirement
Openings	Unprotected openings adequately guarded/fenced/barricaded/catch nets installed
Roof work	- Roof work discontinued when bad/hazardous weather - Fall protection measures (including warning notices) when working close to edges or on fragile roofing material - Covers over openings in roof of robust construction/secured against displacement

14.7. SCAFFOLDING / FORMWORK / SUPPORT WORK:

Subject	Requirement
Access/System Scaffolding	- Foundation firm / stable - Sufficient bracing. - Tied to Structure/prevented from side or cross movement - Platform boards in good condition/sufficient/secured. - Handrails and toe boards provided. - Access ladders / stairs provided. - Area/s under scaffolding tidy. - Safe/unsafe for use signs - Complying with OH&S Act/SANS 10085
Free Standing Scaffolding	- Foundation firm / stable - Sufficient bracing. - Platform boards in good condition/sufficient/secured. - Handrails and toe boards provided. - Access ladders / stairs provided. - Area/s under scaffolding tidy. - Safe/unsafe for use signs - Height to base ratio correct - Outriggers used /tied to structure where necessary - Complying with OH&S Act/SANS 085
Mobile Scaffolding	- Foundation firm / stable - Sufficient bracing. - Platform boards in good condition/sufficient/secured. - Handrails and toe boards provided. - Access ladders / stairs provided. - Area/s under scaffolding tidy. - Safe/unsafe for use signs
Mobile Scaffolding	- Wheels / swivels in good condition - Brakes working and applied. - Height to base ratio corrects. - Outriggers used where necessary - Complying with OH&S Act/SANS 085
Suspended Scaffolding	- Outriggers securely supported and anchored. - Correct No. of steel wire ropes used. - Platform as close as possible to the structure. - Handrails on all sides - All winches / ropes / cables / brakes inspected regularly and replaced as prescribed - Scaffolding complies with OHS Act (Act 85/93) - Winch(es) maintained by competent person(s)

Subject	Requirement
Formwork / Support Work	• All components in good condition. • Foundation firm / stable. • Adequate bracing / stability ensured. • Good workmanship / uprights straight and plumb. • Good cantilever construction. • Safe access provided. • Areas under support work tidy. • Same standards as for system scaffolding.
Special Scaffolding	• Special Scaffolding e.g. Cantilever, Jib and Truss-out scaffolds erected to an acceptable standard and inspected by specialists.
Edges & Openings	• Edges barricaded to acceptable standards. • Manhole openings covered / barricaded. • Openings in floor / other openings covered, barricaded/fenced. • Stairs provided with handrails. • Lift shafts barricaded / fenced off.

14.8. LADDERS:

Subject	Requirement
Physical Condition / Use & Storage	• Stepladders - hinges/stays/braces/stiles in order. • Extension ladders - ropes/rungs/stiles/safety latch/hook in order. • Extension / Straight ladders secured or tied at the bottom / top. • No joined ladders used • Wooden ladders are never painted except with varnish • Aluminium ladders NOT to be used with electrical work • All ladders stored on hooks / racks and not on ground. • Ladders protrude 900 mm above landings / platforms / roof. • Fixed ladders higher than 5 m have cages/Fall arrest system

14.9. ELECTRICITY (AS PART OF, OR ADDITIONAL TO THE MANUAL "SAFETY & SWITCHING PROCEDURES FOR ELECTRICAL INSTALLATIONS)

Subject	Requirement
Electrical Distribution Boards & Earth Leakage	• Colour coded / numbered / symbolic sign displayed. • Area in front kept clear and unobstructed. • Fitted with inside cover plate / openings blanked off / no exposed "live" conductors / terminals/Door kept close • Switches / circuit breakers identified. • Earth leakage protection unit fitted and operating. • Tested with instrument: Test results within 15 – 30 milliamps • Aperture/Opening/s provided for the plugging in and removal of extension leads without the need to open the door • Apertures and openings used for extension leads to be protected against the elements and especially rain
Electrical Installations & Wiring	• Temporary wiring / extension leads in good condition / no bare or exposed wires. • Earthing continuity / polarity correct: • Looking at the open connectors to connect the wiring, the word "Brown" has the letter 'R' in it, so the • b'R'ow n wire connects to the 'R' ig ht hand connector. "Blue" has the letter 'L' in it, so the b'L 'ue wire connects to the 'L' e f t hand connector. • Cables protected from mechanical damage and moisture. • Correct loading observed e.g. no heating appliance used from lighting circuit etc. Light fittings/lamps protected from mechanical damage/moisture. • Cable arrestors in place and used inside plugs

Physical condition of Electrical Appliances & Tools	<u>Electrical Equipment and Tools:</u> (includes all items plugging in to a 16 Amp supply socket) • Insulation / casing in good condition. • Earth wire connected/intact where not of double insulated design • Double insulation mark indicates that no earth wire is to be connected. • Cord in good condition/no bare wires/secured to machine & plug. • Plug in good condition, connected correctly and correct polarity.
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14.10. EMERGENCY AND FIRE PREVENTION AND PROTECTION:

Subject	Requirement
Fire Extinguishing Equipment	Fire Risks Identified and on record <u>The correct and adequate Fire Extinguishing Equipment available for:</u> • Offices • General Stores • Flammable Store • Fuel Storage Tank/s and catchment well • Gas Welding / Cutting operations • Where flammable substances are being used / applied. • Equipment Easily Accessible
Maintenance	Fire equipment checked minimum monthly, serviced yearly
Location & Signs	<u>Fire Extinguishing Equipment:</u> • Clearly visible • Unobstructed • Signs posted including "No Smoking" / "No Naked Lights" where required. (Flammable store, Gas store, Fuel tanks etc.)
Storage Issue & Control of Flammables (incl. Gas cylinders)	Storage Area provided for flammables with suitable doors, ventilation, bund etc. • Flammable store neat / tidy and no Class A combustibles. Decanting of flammable substances carried out in ignition free and adequately ventilated area. Container bonding principles applied • Only sufficient quantities issued for one task or one day's usage • Separate, special gas cylinder store/storage area. • Gas Cylinders stored / used / transported upright and secured in trolley/cradle/structure and ventilated. • Types of Gas Cylinders clearly identified as well as the storage area and stored separately. • Full cylinders stored separately from empty cylinders. • All valves, gauges, connections, threads of all vessels to be checked regularly for leaks. • Leaking acetylene vessels to be returned to the supplier IMMEDIATELY.
Storage, Issue & Control of Hazardous Chemical Substances (HCS)	• HCS storage principles applied: products segregated • Only approved, non-expired HCS to be used • Only the prescribed PPE shall be used as the minimum protection • Provision made for leakage/spillage containment and ventilation • Emergency showers/eye wash facilities provided • HCS under lock & key controlled by designated person • Decanted/issued in containers as prescribed with information/ warning labels • Disposal of unwanted HCS by accredited disposal agent • No dumping or disposal of any HCS on or inside the storage area or anywhere else on the project site • All vessels or containers to be regularly checked for leaks

14.11. EXCAVATIONS:

Subject	Requirement
Excavations deeper than 1.5 m.	• Shored / Braced to prevent caving / falling in. • Provided with an access ladder. • Excavations guarded/barricaded/lighted after dark in public areas • Soil dumped at least 1 m away from edge of excavation • On sloping ground soil dumped on lower side of excavation • All excavations are subject to daily inspections

14.12. TOOLS:

Subject	Requirement
Hand Tools	<u>Shovels / Spades / Picks:</u> • Handles free from cracks and splinters • Handles fit securely • Working end sharp and true <u>Hammers:</u> • Good quality handles, no pipe or reinforcing steel handles. • Handles free from cracks and splinters • Handles fit securely <u>Chisels:</u> • No mushroomed heads / heads chamfered • Not hardened • Cutting edge sharp and square <u>Saws:</u> • Teeth sharp and set correctly • Correct saw used for the job
Explosive Powered Tools.	• Only used by trained / authorised personnel. • Prescribed warning signs placed / displayed where tool is in use. • Work area must be properly isolated/demarcated during use of tool. • Inspected at least monthly by competent person and results recorded. • Issue and return recorded including cartridges / nails and unused cartridges / nails / empty shells recorded. • Cleaned daily after use.

14.13. CRANES:

Subject	Requirement
Tower Crane	• Only operated by trained authorised operator with valid certificate of training • Structure - no visible defects • Electrical installation good/safe • Crane hook: Throat pop marked/safety latch fitted/functional • SWL/MML displayed • Limit switches with backup switches fitted/operational • Access Ladder fitted with backrests/Fall arrest system installed • Lifting tackle in good condition/inspection colour coding • Lifting tackle checked daily
Mobile Crane	• Only operated by trained authorised operator with valid certificate of training • Rear view mirrors • Windscreen visibility good • Windscreen wipers operating effectively • Indicators operational • Hooter working • Tyres safe/sufficient tread/pressure visibly sufficient • No missing Wheel nuts • Headlights, taillights operational • All excavations are subject to daily inspections

Subject	Requirement
Mobile Crane continued	• Grease nipples and grease on all joints • No Oil leaks • Hydraulic pipes visibly sound/no leaks • No corrosion on Battery terminals • Boom visibly in good condition/no apparent damage • Cable/sheaves greased/no visible damage/split wires/corrosion and checked daily • Brakes working properly • Crane hook: Throat pop marked/safety latch fitted/functional • SWL/MML displayed • By-pass valves operational • Deflection chart displayed/visible to operator/driver • Outriggers functional used
Gantry Crane	• Only operated by trained authorised persons • Correct slinging techniques used • Recognised/displayed on chart signals used • Log book kept/up to date • Prescribed inspections conducted on crane & lifting tackle and checked daily • "Crane overhead" signage, where applicable • Crane hook: Throat pop marked/safety latch fitted/functional • SWL/MML displayed/load limiting switches fitted/operational

14.14. BUILDER'S HOIST:

Subject	Requirement
Builder's Hoist	"Hoist In Operation" - sign displayed. General construction strong and free from patent defects. <u>Tower:</u> • Adequately secured / braced. • At least 900 mm available for over travel. • Barricaded at least 2 100 mm high at ground level and floors. • Landing place provided with gate at least 1 800 high. <u>Platform:</u> • No persons conveyed on platform • Steel wire ropes with breaking strength of six times max. load. • Signal systems used which may include two way radio connection. • Goods prevented from moving / falling off. • Effective brake capable of stopping and holding max. load.

14.15. TRANSPORT & MATERIALS HANDLING EQUIPMENT:

Subject	Requirement
Site Vehicles	• All Site Vehicles, Dumpers, Bobcats, Loaders etc; checked daily before use by driver / operator. • Inventory of vehicles used/operated on site • Inspection by means of a checklist / results recorded. • No persons riding on equipment not designed or designated for passengers. • Site speed limit posted, enforced and not exceeded. • Drivers / Operators trained / licensed and carrying proof. • No unauthorised persons allowed to drive / operate equipment.
Conveyors	• Conveyor belt nip points and drive gear guarded. • Emergency stop/lever/brake fitted, clearly marked & accessible and tested to be functional under full load.

14.16. SITE PLANT AND MACHINERY:

Subject	Requirement
Brick Cutting Machine	• Operator Trained. • Only authorised persons use the machine. • Emergency stop switch clearly marked and accessible. • Area around the machine dry and slip/trip free/clear of off-cuts • All moving drive parts guarded/electrical supply cable protected • Operator using correct PPE - eye/face/hearing/foot/hands/body.
Electric Arc Welder	• Welder Trained. • Only authorised / trained persons use welder. • Earth cable adequately earthed to work. • Electrode holder in good condition/safe • Cables, clamps & lugs/connectors in good condition. • Area in which welding machine is used is dry/protected from wet. • Welder using correct PPE - eye/ face/foot/body/respirator. • Correct transparent screens & warning signs placed
Woodworking Machines	• Operators Trained. • Only authorised persons use machines. • Provided with guards. • Guards used. • Operators using correct PPE - eye/face/feet/hearing • Circular saws strictly operated according to prescribed methods and settings • Only prescribed saw blades (cross-cut, ripping blade, smooth cut, aluminium) shall be used for various applications

Subject	Requirement
Compressors	- Relief valves correctly set and locked / sealed. - Maximum Safe Working Pressure (MSWP) indicated on face of pressure gauge: not on glass cover. - All drives adequately guarded. - Receiver/lines drained daily - Hoses good condition/clamped, not wired - Compressed air NEITHER used to dust off clothing/PPE/ and work areas NOR on bare skin
Concrete Mixer / Batch Plant	- Top platform provided with guardrails. - Dust abatement methods in use. - Operators using correct PPE - eye / hands / respirators. - All moving drive parts guarded. - Emergency stops identified / indicated and accessible. - Area kept clean/dry/and free from tripping and slipping hazards. - Operator's overseer identified and crane signals displayed and used.
Gas Welding / Flame Cutting Equipment	- Only authorised/trained persons use the equipment. - Torches and gauges in good condition. - Flashback arrestors fitted at cylinders and gauges. - Hoses in good condition/correct type/all connections with clamps - Cylinders stored, used and transported in upright position, secured in trolley / cradle / to structure. - All cylinders regularly checked for leaks, leaking cylinders returned immediately - Fire prevention/control methods applied/hot work permits

14.17. PLANT & STORAGE YARDS/SITE WORKSHOPS SPECIFICS:

Subject	Requirements
Section 8(2)(1) General Machinery Regulation 2(1): Supervision of the Use & Maintenance of Machinery	- Person/s with specific knowledge and experience designated in writing to Supervise the Use & Maintenance of Machinery - Critical items of Machinery identified/numbered/placed on register/inventory - Inspection/maintenance schedules for abovementioned - Inspections/maintenance carried out to above schedules - Results recorded
General Machinery Regulation 9(2): Notices re. Operation of Machinery	Schedule D Notice posted in Work areas
Pressure Equipment Regulation 3(1)(b): Supervision of the Use & Maintenance of Vessels under Pressure or Pressure Equipment	- Person/s with specific knowledge and experience designated in writing to Supervise the Use & Maintenance of Pressure Equipment - Pressure Equipment identified/numbered/placed on register/Manufacturers plate intact - Inspection/maintenance carried out according to schedule - Results recorded/Test certificates available
Lock-out Procedure	Lock-out procedure in operation
Ergonomics	- Ergonomics survey conducted – results on record - Survey results applied
Demarcation & Colour Coding	- Demarcation principles applied - All services, pipes, electrical installation, stop-start controls, emergency controls etc. colour coded to own published or SANS standard - Employees trained to identify colour coding

Subject	Requirements
Portable & Bench Grinders	- Area around grinder clear/trip/slip free - Bench grinders mounted securely/grinder generally in good condition/No excessive vibration - On/Off switch/button clearly demarcated/accessible - Adequate guards in place - Tool rest – secure/square/max. 2 mm gap, perpendicular to drive shaft - Stone/disk - correct type and size/mounted correctly/dressed - Use of Eye protection enforced
Battery Storage & Charging	- Adequately ventilated, ignition free room/area/no smoking sign/s - Batteries placed on rubber/wooden surface - Emergency shower/eye wash provided - No acid storage in area - Prescribed methods in place and adhered to when charging batteries
Ancillary Lifting Equipment	- Chain Blocks/Tirfors/jacks/mobile gantries etc. identified/numbered on register - Chains in good condition/links no excessive wear/checked daily - Lifting hooks – throat pop marked/safety latch fitted - SWL/MML marked/displayed
Presses/Guillotines/ Shears	- Only operated by trained/authorised persons - Interlocks/lock-outs fitted/PPE worn or used at all times

14.18. WORKPLACE ENVIRONMENT, HEALTH AND HYGIENE:

Subject	Requirement
Lighting	- Adequate lighting in places where work is being executed e.g. stairwells and basements. - Light fittings placed / installed causing no irritating/blinding glare. - Stroboscopic effect eliminated (not only reduced) where moving objects or machinery is used
Ventilation	Adequate ventilation / extraction / exhausting in hazardous areas e.g. chemicals / adhesives / welding / petrol or diesel/ motors running and in confined spaces / basements.
Noise	- Tasks identified where noise levels exceeds 85 dB at any one time. - All reasonable steps taken to reduce noise levels at the source. - Hearing protection used where noise levels could not be reduced to below 85 dB.
Heat Stress	- Measures in place to prevent heat exhaustion in heat stress problem areas e.g. steel decks, when the WBGT index reaches 30. (See Environmental Regulation 4) - Cold drinking water readily available at all times.
Ablutions	Sufficient hygiene facilities provided - 1 toilet per 30 employees (National Building Regulations prescribe chemical toilets for Construction sites) - Toilet paper available. - Sufficient showers provided. - Facilities for washing hands provided - Soap/cleaning agent available for washing hands - Means of drying hands available - Lock-up changing facilities / area provided. - Ablution facilities kept hygienic and clean.
Eating / Cooking Facilities	- Adequate storage facilities provided. - Weather protected eating area provided, separate from changing area - Refuse bins with lids provided. - Facilities kept clean and hygienic.
Pollution of Environment	- Measures in place to minimize dust generation. - Accumulation or littering of empty cement pockets, plastic wrapping / bags, packing materials etc. prevented. - Spillage / discarding of oil, chemicals and diesel into storm water and other drains or into existing or newly dug holes/cavities on site expressly prohibited.

Subject	Requirement
Hazardous Chemical Substances	- All substances identified and list available e.g. acids, flammables, poisons etc. - Material Safety Data Sheets (MSDS) indicating hazardous properties and emergency procedures in case of incident on file and readily available. - Substances stored safely. - Expiry dates meticulously checked where applicable

15. THE PRINCIPAL CONTRACTOR'S GENERAL DUTIES

The Principal Contractor shall at all times ensure his status of an "employer" as referred to in the Act, and will abide by his/her responsibilities, duties and functions as per the requirements of the Act and Regulations with specific reference to Section 8 of the Act. The Principal Contractor shall keep, and on demand make available, a copy of the Act on site at all times and in addition to that he/she will introduce and maintain a file titled "Health and Safety File", or other record in permanent form, which shall contain all relevant aspects and information as contemplated in the Construction Regulations. He/she will make this file available to the Employer or his representative whenever necessary or on request to an interested party.

16. THE PRINCIPAL CONTRACTOR'S SPECIFIC DUTIES

The Principal Contractor's specific duties in terms of these specifications are detailed in the Construction Regulations as published under government notice No. 84 dated 7 February 2014.

The Principal Contractor is specifically referred to the following elements of the Construction Regulations:

Regulation No. 1	Definitions
Regulation No. 2	Scope of application
Regulation No. 3	Application for construction work permit (August 2015)
Regulation No. 4	Notification of construction work
Regulation No. 5	Duties of Employer
Regulation No. 6	Duties of designer
Regulation No. 7	Principal Contractor and Contractor
Regulation No. 8	Management and supervision of construction work
Regulation No. 9	Risk Assessment for construction work
Regulation No. 10	Fall protection
Regulation No. 11	Structures
Regulation No. 12	Temporary works
Regulation No. 13	Excavation
Regulation No. 14	Demolition work
Regulation No. 15	Tunnelling
Regulation No. 16	Scaffolding
Regulation No. 17	Suspended platforms
Regulation No. 18	Rope access work
Regulation No. 19	Material hoists
Regulation No. 21	Explosive actuated fastening device
Regulation No. 22	Cranes
Regulation No. 23	Construction vehicles and mobile plant
Regulation No. 24	Electrical installations and machinery on construction sites
Regulation No. 25	Use and temporary storage of flammable liquids on construction sites
Regulation No. 26	Water environments
Regulation No. 27	Housekeeping and general safeguarding on construction sites
Regulation No. 28	Stacking & Storage on construction sites
Regulation No. 29	Fire precautions on construction sites
Regulation No. 32	Approved Inspection authorities
Regulation No. 33	Offences and penalties

The Principal Contractor shall ensure compliance to the Act and its Regulations and specifically to the above regulations, and document each record in the Health and Safety File.

17. THE PRINCIPAL CONTRACTOR'S SPECIFIC RESPONSIBILITIES WITH REGARDS TO HAZARDOUS ACTIVITIES

The following activities are identifiable as hazardous in terms of the Construction Regulations.

The contractor shall execute the activities in accordance with the following Construction Regulations and other applicable regulations of the Act:

Regulation No. 10	Fall protection
Regulation No. 11	Structures
Regulation No. 13	Excavation
Regulation No. 14	Demolition work
Regulation No. 15	Tunnelling
Regulation No. 16	Scaffolding

Regulation No. 17	Suspended platforms
Regulation No. 18	Rope access work
Regulation No. 19	Material hoists
Regulation No. 20	Bulk mixing plant
Regulation No. 21	Explosive actuated fastening device
Regulation No. 22	Cranes
Regulation No. 23	Construction vehicles and mobile plant
Regulation No. 24	Electrical installations and machinery on construction sites
Regulation No. 25	Use and temporary storage of flammable liquids on construction sites
Regulation No. 26	Water environments
Regulation No. 27	Housekeeping and general safeguarding on construction sites
Regulation No. 29	Fire precautions on construction sites

All of the above requirements will be read in conjunction with the relevant regulations and health and safety standards as required by the Act. All documents and records required by the Construction Regulations will be kept in the Health and Safety File and will be made available at any time when required by the Employer or his representative, or on request to an interested party.

18. GENERAL NOTES TO THE PRINCIPAL CONTRACTOR

Legal Framework and obligations:

The more important Acts and relevant subordinate/secondary legislation as well as other (inter alia Local Government) legislation that also apply to the State as well as to State owned buildings and premises: -

- i) The latest issue of SANS 10142: "The Wiring of Premises"
- ii) The Local Government Ordinance 1939 (Ordinance 17 of 1939) as amended and the municipal by-laws and any special requirements of the local supply authority
- iii) The Fire Brigade Services Act 1987, Act 99 of 1987 as amended
- iv) The National Building Regulations and Building Standards Act 1977 (Act 103 of 1977) as amended and relevant proclaimed Regulations (SANS 0400)
- v) The Post Office Act 1958 (Act 44 of 1958) as amended
- vi) The Electricity Act 1984, Act 41 of 1984
- vii) The Regulations of Local Gas Board(s), including Publications of the SANS Standards and Codes of
- viii) Practice, with specific reference to GNR 17468 dated 4th October 1997
- ix) Legislation pertaining to water usage and the environment
- x) Legislation governing the use of equipment, which may emit radiation (e.g. X-Rays etc.) (x) Common Law

Legal Liabilities:

Common Law and Legislation

Based on two main criteria –

- Would the reasonable person have foreseen the hazard?

That is a reasonable person in that specific position, taking experience, qualifications, authority, position in the organization etc. into consideration

- Would the reasonable person have taken precautionary measures (action) to prevent or limit the hazard?

Negligence can be proven on failure on any of the above criteria.

(There may not necessarily be a relationship between criminal and civil liability!)

19. HOUSEKEEPING

Good housekeeping will be maintained at all times as per Construction Regulation No. 27. Poor housekeeping contributes to three major problems, namely, costly or increased accidents, fire or fire hazards and reduction in production. Good housekeeping will enhance production time.

Particular emphasis is to be placed on the following crucial elements of a construction site:

- Phase priorities and production/plant layout
- Enclosures
- Pits, openings and shoring
- Storage facilities
- Effective, sufficient and maintained lighting or illumination

- Principal sources of injuries e.g. stairways, runways, ramps, loose building material
- Oil, grease, water, waste, rubble, glass, storm water
- Colour coding
- Demarcations
- Pollution
- Waste disposal
- Ablution and hygiene facilities
- First aid

This list must not be taken to be exclusive or exhaustive!

In promotion of environmental control all waste, rubble, scrap etc, will be disposed of at a registered dump site and records will be maintained. Where it is found to be impractical to use a registered dump site or it is not available, the Principal Contractor will ensure that the matter is brought to record with the Employer or his representative, after which suitable, acceptable alternatives will be sought and applied.

Dross and refuse from metals, and waste matters or by-products whose nature is such that they are poisonous or capable of fermentation, putrefaction or constituting a nuisance shall be treated or disposed of by methods approved of by an inspector.

NOTE: No employer (Principal Contractor) shall require or permit any person to work at night or after hours unless there is adequate, suitable artificial lighting including support services in respect of Health and Safety.

19.1. CONTRACTOR'S SITE FACILITIES:

The contractor must outline how the site facilities should be managed. This should include, but not be limited to the following:

Project and Site Rules

The following basic safety rules should be taken into consideration:

- Approved hard hats and safety glasses.
- Steel Toe/Safety Toe work boots
- Additional eye protection shall be worn when job specific hazards dictate.
- Hearing protection shall be worn when entering all operations areas, areas posted as hearing protection areas or when using equipment that produces noise levels in excess of 85 DBA.
- Respiratory protection shall be worn when performing tasks that dictate the need for such equipment.
- Good housekeeping practices shall be continually maintained and work areas left in a clean and safe condition at the end of each shift.
- Smoking Policy: Smoking is permitted in designated areas only.
- Risk Assessment will determine the need for fall protection when working from height.
- Only trained, certified personnel shall operate aerial lifts, forklifts, or motorized equipment.
- Ladders must be properly constructed and kept in good repair. Ladders shall be the proper length and type for the task. All ladders shall be identified and registered
- All scaffolding will be constructed per SANS standards and OHS Act regulations. Each person responsible for working on an elevated platform shall visually identify that scaffolding has been inspected and tagged by a competent person prior to each shift.
- Compressed gas cylinders must be stored and used in the upright position and properly secured at all times, protective caps shall be in place when cylinders are not in use and gauges shall be removed prior to transportation of cylinders.
- All guards for personnel or equipment protection shall be kept in place and shall not be modified or tampered with.
- All floor and wall openings must be protected by adequate and firmly fixed means (i.e., coverings, guardrails, and toe plates).
- Employees shall not walk or work under suspended loads.
- Equipment must be shut off and parking brake engaged when the equipment is being lubricated, refuelled, or adjusted.
- All excavations must meet Construction Regulations requirements, must comply with the Project minimum standards for barricading and adequate access and egress must be provided for excavations over (1,2) one comma two meters in depth.

- Lockout / tag out procedures must be followed when performing work on piping, mechanical equipment, electrical services etc. that has the potential for the release of stored hazardous energy.
- Take into consideration areas which require a permit to work.
- Access to safety equipment must be kept clear at all times. A clear area must be maintained around fire hydrants at all times.
- All safety and warning tags and/or signs shall be observed.
- Posted speed limits must be observed.
- All incidents/injuries, no matter how minor, must be reported and recorded in writing to the Employer/Agent.
- Note: Ensure compliance in terms of the requirements of the OHSA, and the COIDA.
- Consider crane's rated capacity when engaging in lifting work.
- Obtain the necessary permits when working with live plant.
- Bins provided on site must be utilized for all waste.
- Illegal drugs, alcohol, firearms or other dangerous substances shall not be allowed on the project. Reporting to work under the influence of an illegal drug, alcohol or other dangerous substance is not permitted.
- All contractors' employees must undergo full medical examination prior to any work on site.
- Do not use Cellular phones in areas where cell phone usage is prohibited.
- When walking through the site or to personal work areas use recognized thoroughfare. Don't take short cuts or walk on uneven ground surfaces.
- Vehicles and Traffic Rules - Refer to Section on: "CONSTRUCTION VEHICLES AND MOBILE PLANT" for requirements.
- All fire extinguishers shall be:
 - Be clearly labelled
 - Conspicuously numbered
 - Entered in a register
 - Inspected monthly by a competent person
 - Tested and serviced at recommended intervals by an accredited supplier

NB: The Contractor shall provide adequate toilet facilities with toilet paper, potable water, soap and towels together with industrial soaps and barrier creams as appropriate. He shall maintain them in a clean and sanitary condition. Sufficient rubbish bins are to be provided at all eating areas.

20. LOCKOUT SYSTEMS - ELECTRICAL

A system of control shall be established in order that no unauthorized person can energize a circuit, open a valve, or activate a machine on which people are working or doing maintenance, even if equipment, plant or machinery is out of sion for any period, thus eliminating injuries and damage to people and equipment as far as is reasonably practicable.

Physical/mechanical lock-out systems shall be part of the safety system and included in training. Lockouts shall be tagged and the system tested before commencing with any work or repairs.

21. FIRST AID REQUIREMENTS

- Contractors shall have one first aid box for the first 5 persons and thereafter one for every 50 or team of workers on site or part thereof.
- More first aid boxes shall be provided if the risks, distance between work teams or workplace requirements require it (it should be available and accessible for the treatment of injured persons at that workplace).
- Minimum contents of a first aid box:

In the case of shops and offices, the quantities stated under items 1, 8, 9, 10, 14, 15, 17 and 18 may be reduced by half.

Item 1	Wound cleaner/antiseptic (100ml).
Item 2	Swabs for cleaning wounds.
Item 3	Cotton wool for padding (100 g).
Item 4	Sterile gauze (minimum quantity 10).
Item 5	1 Pair of forceps (for splinters).
Item 6	1 Pair of scissors (minimum size 100 mm).
Item 7	1 Set of safety pins.
Item 8	4 Triangular bandages.
Item 9	4 Roller bandages (75 mm X 5 m).
Item 10	4 Roller bandages (100 mm X 5 m).
Item 11	1 Roll of elastic adhesive (25 mm X 3 m).
Item 12	1 Non-allergenic adhesive strip (25 mm X 3 m).

Item 13	1 Packet of adhesive dressing strips (minimum quantity, 10 assorted sizes).
Item 14	4 First aid dressings (75 mm X 100 mm).
Item 15	4 First aid dressings (150 mm x 200 mm).
Item 16	2 Straight splints.
Item 17	2 Pairs large and 2 pairs medium disposable latex gloves.
Item 18	2 CPR mouth pieces or similar devices.

- A prominent notice or sign in a conspicuous place at a workplace (SANS 1186 approved signs to indicate location of first aid boxes), indicating where the first aid box or boxes are kept as well as the name and contact details of the First Aider of such first aid box or boxes.
- The Principal Contractor and sub-contractor shall ensure that alternative arrangements shall be made for possible incidents occurring after normal working hours.
- Where services are not available from the medical centre or where there is no medical centre, the Principal Contractor shall make alternative arrangements for any medical assistance. Proof of this must be made available in the Principal contractors SHE Plan.
- All the first aid boxes shall be compliant to the legal requirements, failure to prove this could lead to work stoppage

22. EMERGENCY PREPAREDNESS AND RESPONSE

Using the site specific emergency plan, the Contractor, together with the sub-contractors, will develop their own emergency response plan (as a guideline) for both site and offices and submit this plan to the Engineer for approval. It may be decided that one site specific emergency response plan be used for all contractors. He will ensure that the employees and the sub-contractor employees are trained on this plan. The plan shall be in line with the risk profile of the work to be undertaken.

Periodic emergency drills will be undertaken by Employer; however, the principal contractor must initiate own emergency drills with permission from the Engineer. This must be recorded and provided on request.

23. INCIDENT INVESTIGATION

The Principal Contractor shall report all incidents/accidents as required in terms of legislation including near miss incidents, first aid, medical treatment, lost time incidents (lost time injuries and fatalities); Section 24 and 25 incidents; electrical contact; major equipment damage; chemical spillage and other environmental incidents within 24 hours or before the end of the work shift.

The Chairperson of the SHE Steering Committee shall determine which employee and contractor Loss Time Incidents, Environmental Sustainability Index Incidents, Repeat Incidents and Near-miss Incidents must be recorded by the contracting company. The purpose of these recordings are to confirm that all the root causes were identified, addressed and closed out and furthermore it serves as an opportunity for sharing the lessons that were learnt from each of those incidents.

- All fatal incidents, employee and contractor incidents, shall be reviewed by the committee within one week after the incident. Preliminary investigation information shall be shared.
- All employee and contractor incidents that were in contravention of any one of the Safety Cardinal Rules must be reported by the Contractor to the Employer/Agent.
- If it is found that the Principal Contractor or the sub-contractor are hiding/not reporting incidents then steps (which may include disciplinary action) would be taken against the Principal Contractor and sub-contractor.
- A comprehensive and detailed investigation report shall be submitted to the Employer/Employer's Agent within 7 -14 days after the incident.
- The Principal Contractor shall ensure that all accidents/incidents are investigated by him/her and are discussed at the Project Progress committee meeting held on site.
- Accidents/incidents shall be investigated and recorded in terms of the requirements of the Occupational Health and Safety Act, the National Environmental Management Act and National Water Act as applicable.
- The Employer/Agent shall be allowed to participate in any accident/incident investigation if the accident/incident is directly linked to any activity within the scope of the construction project.
- Case studies will be compiled for all near misses, lost time incidents and fatalities.
- The Principal Contractor shall keep on site/workplace a record of all accidents and incidents reported in the form of the OHS Act Annexure 1 investigation form as referenced in the OHS Act. (Incident Investigation Report)
- The Principal Contractor shall provide SHE related statistics to the Employer at the end of each month.

First Aid Injuries

Chairman: Supervisor of Injured Person / Principal Contractor Relevant Supervisor

The severity and potential for injury and/or damage to plant/equipment will be determined, by at least the following people below:

- Project Manager (Employer Safety Agent)
- Person involved or owner of equipment involved
- Health and Safety representative
- SHE Practitioner

All investigation teams must include at least 1 person (from both the Employer and Principal Contractor) that is competent in Root Cause Analysis.

Contractors shall ensure the incident/accident scene is not disturbed until after the investigation unless it is done to prevent further injury or for rescue purposes (OHS Act, Section. 24(2) applies). Investigation shall begin promptly after the incident/accident. Where applicable and with proper authorization, photographs may be taken of the scene of the incident as well as any equipment involved in the incident. The results of the investigation together with the Root Cause Analysis of the incident and the committee's recommendations for preventative action(s) shall be submitted to Project Manager, within 3 days after the incident occurred unless proof can be given that due to technical or other difficulties, more time is needed.

Contractors shall also review and analyse all incidents; to establish trends that may indicate deviations from established work standards and safe working procedures/practices. The Contractor shall take appropriate corrective action and submit report to Project Manager.

The Contractor shall investigate all incidents immediately and provide the Project Manager a report within the specified time frame, which shall include:

- Date, time and place of incident;
- Description of incident;
- Root cause of incident/accident;
- Type of injury (if any);
- Medical treatment provided (if any);
- Persons involved;
- Names of witness/s;
- Corrective action to prevent recurrence (with clear deadlines and responsible persons). It is required that all corrective action is closed out within 3 months. If this is not practicable within the time frame, then it is to be submitted at a later date agreed to by the Project Manager).
- If it is found that the Principal Contractor or the sub-contractor are hiding/not reporting incidents then steps (which may include disciplinary action) would be taken against the Line Management of the Principal Contractor and sub-contractor.
- Please note that providing the Accident/incident investigation report does not exempt the Principal Contractor from providing accident reports required by Statutory Authorities, in particular, the Contractors' responsibility for reporting accidents in accordance with the requirements of the OHS Act and COID Act.
- It is essential that the Principal Contractor demonstrate that corrective action has been taken and that correction action is communicated by a predetermined means to all Contractors staff affected. All corrective actions must be closed within 3 months from the date of issuing of investigation report.
- Feedback on the status of close out of corrective actions must be communicated at the following forums:
 - Project Executive SHE Committee Meeting
 - Area Specific SHE Meeting
 - Project SHE Review Meeting
 - Progress Meeting
 - Contractor SHE Meetings

The Contractor shall compile and implement procedure for:

- a) Reporting and investigation of incidents – This document sets out the procedures to be followed when reporting, recording and investigating incidents that occur on a construction site.
- b) Workplace Injury and Disease Recording – The purpose of this document should be a guide to the Principal contractor on how to accurately evaluate, define and categorise fatalities, injuries and occupational diseases in a data format for the calculation of performance indicators for health and safety.
- c) Health and Safety Past Performance- The following information regarding the contractor's past performance in safety shall be submitted with the tender documentation:

For the past calendar year state the following:

- Lost Time Injury Incident Rate (LTIR)
- Number of lost work time injuries (OHS Act Section 24(a) incidents including Occupational Diseases)
- Number of cases with medical attention only
- Number of fatalities. Provide details.
- Employee hours worked (used in the calculation of the DIIR)

Other information required:

- Trend for the LTIR (or other) figure over five years.
- Has any work or activity been stopped due to safety, and/or health and/or environmental considerations? Provide details.
- Has access been denied to work on any site due to health and safety reasons? Provide details.

24. GENERAL

The project under control of the Principal Contractor shall be subject to periodic health and safety audits that will be conducted by the Employer at intervals agreed upon between the Principal Contractor and the Employer, provided such intervals will not exceed periods of one month. The Principal Contractor is to ensure that he/she and all persons under his control on the construction site shall adhere to the above specifications, as non-conformance will lead to the Employer taking action as directed by Construction Regulation 5.1(q). The Principal Contractor should note that he/she shall be held liable for any anomalies including costs and resulting deficiencies due to delays caused by non-conformance and/or non-compliance to the above Health and Safety Specifications and the Health and Safety Plan based on these specifications.

25. PUBLIC SAFETY/WORKING NEAR PUBLIC ROADS

Necessary precautionary and preventive safety measures shall be taken where persons are required to work on or nearby roadways. Consideration shall be given to the wearing of high visibility vests, and protection by red cones or flags during daylight and use of red or amber flashing lamps at night.

Work areas must be adequately barricaded so as to preventing unauthorized access.

Road traffic warning signs shall be placed well ahead of the work area.

26. HOURS OF WORK

All work conducted on site shall fall within the legal requirements in accordance with the Basic Conditions of Employment Act.

Contractors will notify their Supervisor/s of any work that needs to be performed after hours according to the agreed arrangements. (The application needs to be submitted timeously).

Where applicable, the notification should include proof of application, for overtime, to the Department of Labour and /or the letter of approval form the Department of Labour.

27. IMPORTANT LISTS AND RECORDS TO BE KEPT

The following are lists of several records that are to be kept in terms of the Construction Regulations. The lists are:

- 1) List of appointments
- 2) List of record keeping responsibilities
- 3) Inspection checklist

These lists and documents are to be used as a point of reference to determine which components of the Act would be applicable to a particular site or task or project, as was intended under paragraph 1 ("Preamble") above.

27.1. LIST OF APPOINTMENTS:

See point 5.1 of appointment needed

27.2. LIST OF RECORD KEEPING RESPONSIBILITIES:

ITEM	CR	RECORD TO BE KEPT	RESPONSIBLE PERSON
1.	3(2)	Application for construction work permits to Provincial Director – Annexure 1, where applicable. Available on site	Employer
2.	4(2)	Notification to the Provincial Director – Annexure 2, where applicable. Available on site	Employer
3.	5(1)(m)	Copy of Principal Contractor's Health & Safety Plan Available on request	Employer
4.	7(d)	Copy of Principal Contractor's Health & Safety Plan	Principal Contractor

ITEM	CR	RECORD TO BE KEPT	RESPONSIBLE PERSON
		As well as each Contractor's Health & Safety Plan Available on request	
5.	7(b)	Health and Safety File opened and kept on site (including all documentation required i.t.o. OHSA & Regulations Available on request	Every Contractor
6.	7(e)	Consolidated Health and Safety File handed to Employer on completion of Construction work. To include all documentation required i.t.o. OHSA & Regulations and records of all drawings, designs, materials used and similar information on the structure	Principal Contractor
7.	7(f)	Comprehensive and Updated List of all Contractors on site, the agreements between the parties and the work being done Included in Health and Safety file and available on request	Principal Contractor
8.	8(6)	Keep record on the Health and Safety File of the input by Construction Safety Officer [CR 6 (7)] at design stage or on the Health and Safety Plan	Contractor
9.	9(1)	Risk Assessment - Available on site for inspection	Contractor
10.	7 (5)	Proof of Health and Safety Induction Training	Every Employee on site
11.	10(3)	Construction Manager [CR 8(1)] has latest updated version of Fall Protection Plan [CR 10(1)]	Contractor
12.	11(2)(b)	Record of inspections of the structure [First 2 years – once every 6 months, thereafter yearly] - Available on request	Owner of Structure
13.	11(2)(c)	Maintenance records - safety of structure - Available on request	Owner of Structure
14.	13(2)(h)	Record of excavation inspection - On site available on request	Contractor
15.	17(11)	Suspended Platform inspection and performance test records Kept on site available, on request	Contractor
16.	19(8)(c)	Material Hoist daily inspection entered and signed in record book kept on the premises	Contractor
17.	19(8)(d)	Maintenance records for Material Hoist - Available on site	Contractor
18.	20(8)	Records of Batch Plant maintenance and repairs On site available for inspection	Contractor
19.	21(2)(g)(ii)	Issuing and collection of cartridges and nails or studs (Explosive Powered Tools) recorded in register – recipient signed for receipt as well as return	Contractor
20.	23(1)(k)	Findings of daily inspections (prior to use) of Construction Vehicles and Mobile Plant	Contractor
21.	24(d)	Record of temporary electrical installation inspections [once a week] and electrical machinery [daily before use] in a register and kept on site	Contractor
22.	29(f)	Fire Evacuation Plan	Contractor

27.3. INSPECTION CHECKLIST:

EMPLOYER DETAILS	
Employer:	
Registered Name of Enterprise:	
Trade Name of Enterprise:	
Company Registration No.:	
SARS Registration No.:	
UIF Registration No.:	
COIDA Registration No.:	
Relevant SETA for EEA purposes:	
Industry Sector:	
Bargaining Council:	
Contact Person:	
Address of Premises:	
Postal Address:	
Telephone Number:	
Fax Number:	
E-mail Address:	
Chief Executive Officer:	
Chief Executive Officer Address:	
Competent Person:	
Maximum power demand: in KW	
Health and Safety Representatives:	
Activities, products manufactured and/ services rendered:	

EMPLOYER DETAILS	
Raw materials, materials and chemical/ biological substances:	
Total Number of Employees:	Male: Female:

CONTRACTOR INFORMATION	
Contractors:	
Site Address:	
Contracts Manager:	
Managing Director:	
Competent Persons:	
CR16: Scaffolding:	
CR17: Suspended Scaffolding:	
CR19(6): Material Hoist (S):	
CR20(1): Bulk Mixing Plant:	
CR10(1)(A): Fall Protection:	
CR13(1)(A): Excavation Work:	
CR14: Demolition Work:	
CR21(2)(B): Explosive Actuated Fastening Devices:	
CR28(A): Stacking	

INSPECTION SHEET				
SECTION/ REGS	ITEM CHECKED	N/A	YES	NO
APPOINTMENTS				
CR8(1)	Supervisor:			
CR8(2)	Assistant Supervisor:			
S17(1)	Health & Safety Representative: (ratio)			
S19(1)	Health & Safety Committees			
CR 14(1)	Demolition Supervisor			
DOCUMENTS				
GAR 9(1)	Records of Incidents			
GAR 4	Copy of the Act			
GAR 7	Safety Reps Report			
GAR 8	Safety Committee Minutes			
DMR 18(7)	Lifting Machinery Log (Crane)			
CR 3(3)	Application for construction work permit			
CR 4	Notification of Construction Work			
CR 9(2)	Risk Assessment			

INSPECTION SHEET				
SECTION/ REGS	ITEM CHECKED	N/A	YES	NO
CR 9(9)(e)	Proof of the Health & Safety Induction Training			
CR 13(13)(h)	Inspection of Excavation (Records)			
CR 22(g)	Crane Operator Medical Certificate			
CR 23(11)	Mobile Plant Operator Medical Certificate			
CR 20(9)	Batch Plant Repairs & Maintenance Records			
CR24(d)	Temporary Electrical Installation Record			
CR 7(1)(b)	Health & Safety File			
CR 17(11)	Suspended Platforms' Performance Records			
CR 19(b)& (c)	Material Hoists Record Book			
	Scaffolding Log Book			
CR 7(8)	Medical Certificate of Fitness			
CR 23(1)(l)	Construction Vehicle & Mobile Plant Register			
CR 24(d)	Electrical Installation & Machinery Register			
INCIDENTS				
GAR 8(1) S24	Reported			
GAR 9(1)	Recorded, Investigated and action Taken			
PUBLIC SITE				
FR 2(1)	Sanitary Facilities			
CR 30(1)	Changing Facilities for each sex			
NB Notice	Pedestrian warning			
PERSONAL SAFETY EQUIPMENT				
GSR 2(3)	Items Issued:			
GSR 2(3)	Items Required:			
S23	(What is the payment on each item?)			
SAFETY PLANS				
FIRST AID				
GSR 3(6)	Name(s) of First Aider(s):			
CR 5(1)(b)	Employer's Health & Safety Specification			
CR7(1)(b)	Principal's contractor H&S Plan			
FIRE HAZARD & PRECAUTIONS				
GSR 4	Flammables used, waste, hot work, diesel, fuel, gas			
ER 9(1)	Portable Extinguishers			
ELECTRICAL INSTALLATIONS & MACHINERY				
CR24	Guarding & PPE to Electrical Installations			
ILLUMINATION				
ER 3(6)	Dangerous Places and signage as well			
ER 3	Housekeeping			
ER6(2)(b),(c),(d)	Clear space storage			
ER6(3)	Disposal of waste			

INSPECTION SHEET				
SECTION/ REGS	ITEM CHECKED	N/A	YES	NO
EXCAVATIONS				
CR 13(3)(l)	Barricades (plus illumination!)			
CR 13(3)(c)	Safe Depth Shoring/Bracing			
CR 13(1)(a)	Monitored			
CR 13(3)(h)	Excavation Inspection Record			
GUARDING				
ER 6(2)(f)	Floor Openings (plus illumination!)			
	Floor slab sides, Shafts (plus illumination!)			
SITE EQUIPMENT				
GSR 13A(a)	Ladders condition, secured			
SANS 10085	Scaffold condition, secured			
SANS 10085	Platforms no. of boards condition Support 1.25. Toe Boards			
SANS 10085	Hand Rails			
SITE MACHINES				
DMR 3(2)(3)	Circulars, guards, riving knives			
DMR 2(a)	Mixers guarded			
ELECTRIC POWER				
GMR 3(1)	Condition of Tools, Leads, Plugs, etc.			
LIFTING MACHINE/TACKLE				
DMR 18(8)	Lifting of persons			
DMR 18(8)	Condition, Securing of Load			
EXPLOSIVE ACTUATED FASTENING DEVICE				
CR 23(1)	Safe Use and Storage			
IMPROV	Warning Notice			
ROOF WORK				
CR 10(1)	Safety equipment & precautions			
CR 10(2)	Fall protection plan			
CR 10(3)	Updated fall protection plan			
CEMENT				
AR 10(a)	Suitable Tools			

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Annex C3.1.6 Drawings and Photographs

NOTE:

Originals of reduced drawings are available for inspection at the offices of the Engineer, or copies may be purchased by arrangement with the Engineer. No claims for misunderstanding reduced drawings will be considered.

Part C4: Site Information

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C4.1. Geotechnical Investigation

Not Applicable.

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C4.2. Other Reports

Not Applicable.