



**SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF ELECTRICAL INFRASTRUCTURE TO
RETICULATE 150 HOUSEHOLDS AT SCHULZENDAL IN NKOMAZI MUNICIPAL AREA
TENDER NO.: NKO56/2021**

Client:

NKOMAZI LOCAL MUNICIPALITY
Private Bag x101
Malelane
1320

Tel: 013 790 0145

Enquires:

Mr. JZ Ntsabo
Mr. Mabandla Zitha

Prepared By:

HAMSA CONSULTING ENGINEERS

16 Pieter Str

Centurion

0157

Tel: (012) 665 0861

Fax: (086) 650 7438

E-mail: info@hamsaeng.co.za

Mr. A Nxele

Tenderer

CIDB Registration Number:.....

CSD Registration Number:.....

Total of the prices inclusive of VAT: R

Amount in words.....

.....

.....

NKOMAZILOCAL MUNICIPALITY

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NKOMAZI LOCAL MUNICIPALITY



ADVERT: BID NO: NKO:56/2021 ELECTRIFICATION OF 150 HOUSEHOLDS AT SCHULZENDAL FOR NKOMAZI LOCAL MUNICIPALITY.

Nkomazi Local Municipality cordially invites interested parties to tender/bid for Electrification of 150 households at Schulzendal for Nkomazi Local Municipality. Tenders will be evaluated on 80/20 points system in line with Nkomazi Municipality Supply Chain Management Policy. Part of the conditions of this tender is that the service providers attention is drawn towards the requirement of MBD 6.2 (Local Content) as per attached Annexures in the document: as such all electrical materials such as electrical and telecom cables, transformers and shunt reactors to be supplied must be 90% respectively locally manufactured. Tenders should have a minimum CIDB Grading of 4EP/EB.

Tender documentation with complete details is available upon the payment of a non-refundable amount of R1334.95 on each tender document or can be downloaded for free from the Nkomazi Local Municipality Website/ e-Tender website. Tender document(s) will be available as from **29/09/2021** and to be obtained at Nkomazi Local Municipality: Budget and Treasury (Old Malalane Taxi Rank) Impala Street from the Cashiers Desk from 07:45 to 15:30 (Monday-Friday).

An optional or non-compulsory tenderer briefing session will be held on **05/10/2021 at 10:00** at the Municipal Town Hall (Kobwa) at Fish Eagle.

Completed bid documentation must be deposited **on/before 12:00 on 29/10/2021** in the Tender Box situated at the main entrance of the municipality (Civic Centre), 9 Park Street Malalane.

Tenders/Bids must be submitted in a sealed envelope or container on which the tender/bid number and addressee is clearly marked. No bids transmitted by fax or e-mail will be accepted. It must be noted that the municipality is not bound to accept the lowest on any other tender.

Tender/bid documentation which is incomplete or filled incorrectly, not filled in on the official bid documentation or which is received after the close of the bids, will be ignored. It must also be noted that tender submitted in a wrong tender box will not be considered. Nkomazi Local Municipality supports empowerment of the previously disadvantaged, and SMME's.

For technical enquiries contact Mr JZ Ntsabo at 013 7900386, and for Supply Chain related queries must be directed to Miss F Ndlovu on 013 7900386 between 07H15 – 16H00 on working weekdays.


MD NGWENYA
MUNICIPAL MANAGER

29/09/2021
Date



YOU ARE HEREBY INVITED TO BID FOR TENDERS AS OUTLINED ON THE TABLE BELOW:

MBD1

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NKOMAZI LOCAL MUNICIPALITY					
BID NUMBER:	NKO56/2021	CLOSING DATE:	29/10/2021	CLOSING TIME:	12H00
DESCRIPTION	ELECTRIFICATION OF 150 HOUSEHOLDS AT SCHULZENDAL FOR NKOMAZI LOCAL MUNICIPALITY				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX
SITUATED AT STREET ADDRESS BELOW

MALELANE CIVIC CENTRE					
9 PARK STREET, MALELANE					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCSPIN:		OR	CSDNo:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ,ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER			DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	SUPPLY CHAIN UNIT		CONTACT PERSON	Mr A Nxele	
CONTACT PERSON	Miss F Ndlovu		TELEPHONE NUMBER	084 896 8466	
TELEPHONE NUMBER	013 790 0386		FACSIMILE NUMBER		
FACSIMILE NUMBER			E-MAIL ADDRESS		
E-MAIL ADDRESS	Funeka.Ndlovu@nkomazi.gov.za				

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:										
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.										
2. TAX COMPLIANCE REQUIREMENTS										
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA. 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3. 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.										
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS										
<table style="width: 100%; border: none;"> <tr> <td style="width: 60%;">3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td> <td style="width: 40%; text-align: right;">☐ YES ☐ NO</td> </tr> <tr> <td>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?</td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> <tr> <td>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> <tr> <td>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> <tr> <td>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?</td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> </table> IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO	3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO	3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO	3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO	3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO									
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO									
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO									
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO									
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO									

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

The following conditions must be complied with:

Failure to comply with the following will render the tenderer liable to rejection:

- All pages must be completed, and all pages form part of the tender document, therefore no page removal is allowed.
- Scratching out / painting over rates / use of correcting fluid is not allowed.
- Failure to attend compulsory site inspections / compulsory briefing sessions in case is required.
- Failure to submit documents required in this document
- Form of tender not filled and signed and all pages of bid documents not initialled.
- Enterprise particulars not provided.
- The bid has been submitted after the closing date and time.
- Failure to initial or sign all Pages of the Tender documents

Compulsory returnable Documents: failure to return documents below is an automatic disqualification with the exception of the BBBEE Status Certificate

- Valid Copy of Tax Clearance Certificate or Valid Pin Number of the Tax Clearance Certificate
- Company Registration (CK)
- A certified BBBEE Status certificate must be attached for the tenderer to claim the Preferential points but it is not an eliminating factor
- All declarations and authorisations must be duly signed.
- All returnable schedules must be completed
- Certified Authority for Signatory letter
- Attach Proof of municipal rates and taxes not older than 3 months or a letter from the Municipality that indicates that your business is situated in an area in which does not bill.

Every bid will be scored and awarded points out of a maximum of 100 points.

A fixed 20 points of the maximum of 100 points is allocated to calculate preference in terms of the BBBEE status.

A bidder must not be awarded the points claimed for BBBEE status level of contribution if it is indicated in the bid documents that such a bidder intends sub-contacting more than 25% of the contract value to any other enterprise that does not qualify for a least the same number of points that the bidder qualifies for, unless the intended sub-contractor is and EME that has the capacity and ability to execute the sub-contract.

A contractor is not allowed to sub-contract more than 25% of the contract value to another enterprise that does not have equal or higher B-BBEE status level, unless the intended sub-contractor is an EME that has the capacity and ability to execute the sub-contract

In relation to a designated sector, a contractor must not allow to 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.

Any contract awarded on false information furnished by the bidder, may, without derogating from other remedies available to Nkomazi Local Municipality, be cancelled at the sole discretion of Nkomazi Local Municipality.

1. The tender document(s) have been drafted to ensure that essential information is furnished upon the correct completion of the document(s). Where there is insufficient space, or additional particulars are required to be furnished, such must be provided on a separate annexure, clearly indicated.
2. Tender document(s) may not be retyped or redrafted. Also, no photocopies of the original document(s) may be used.
3. Tender document(s) may be completed by mechanical devices such as typewriters; alternatively, black ink must be used to fill in the document(s).
4. Tenderer must ensure that no pages are missing from the bid document(s), and that the pages of the bid are numbered consecutively. Nkomazi Local Municipality shall not be held liable with regard to claims arising from the fact that pages are missing or duplicated.
5. Firm tender prices (rates) and delivery periods are preferred, and tenders must clearly state whether prices and delivery periods will remain firm for the duration of the contract or not.
6. Tenderer must be strictly to specification. In cases where items are not to specification, deviations must be clearly indicated. It must also be noted that supplier/tenderer may quote for other items other than the one indicated on the schedule of quantity on a separate sheet, but it would not form part of items to be evaluated for.
7. Tender prices must be quoted in South African currency and in the specified units, unless the contrary is clearly indicated.
8. All the documents herewith form part of the bid and failure to comply with any part thereof may invalidate a bid.
9. Nkomazi Local Municipality may issue Briefing Notes during the briefing session which may contain amendments or information that may assist bidders in articulating their bids.
10. Nkomazi Local Municipality requires the furnishing of a non-refundable bid deposit together with the drawing of bid documentation (if applicable). Where such a non-refundable bid deposit is requested in the bid documentation, no bid will be accepted unless such a deposit (or cash) is submitted in the form of a bank cheque payable to Nkomazi Local Municipality before submission of the bid.
11. Tenders must be submitted to the addressee before the closing time. Bids submitted after the closing time shall be considered late, and will not be admitted for consideration.
12. The contractor/Service provider shall not abandon, transfer, assign or sublet a contract or part thereof without prior written consent of the council.
13. It is an irrefutable condition of this contract that the successful tenderer will have to negotiate and conclude a service level agreement with the council

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.

CERTIFICATE OF AUTHORITY FOR SIGNATURE

3.1. SUPPLIERS / CONTRACTORS

3.1.1. "certificate of authority to sign all documents in connection with this tender and any contract or agreement which may arise there from", duly signed and dated, shall be provided by the Board of Directors of the firm and shall be attached to this page. An example is given below.

3.2. JOINT VENTURE

3.2.1. The document of formation of the Joint Venture shall be attached to this page.

3.2.2. A "certificate of authority to sign all documents in connection with this tender and any contract or agreement which may arise there from", duly signed and dated, shall be provided by the Boards of Directors of each member of the Joint Venture and shall be attached to this page.

EXAMPLE OF A CERTIFICATE OF AUTHORITY FOR SIGNATORY

"By resolution of the board of directors passed at a meeting held on
.....

Mr. /Ms..... whose signature appears below, has been duly authorized

to sign all documents in connection with the tender for Contract no.....

and any contract which may arise there from on behalf of (block capitals):

.....

SIGNED ON BEHALF OF THE COMPANY.....

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

WITNESS: 1.....

2.

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 in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.10.1 If yes, furnish 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

Preference Certificate	T 5
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NOTE:

BEFORE COMPLETING THIS CERTIFICATE, BIDDER(S) MUST STUDY THE STANDARD TERMS AND CONDITIONS OF BID AS WELL AS THE CONDITIONS CONTAINED IN THIS CERTIFICATE.

General conditions:

1. A fixed 80/20-point preference system will apply to all tenders/bids.
2. Nkomazi Local Municipality may require any bidder to provide reasonable proof of any preference claimed.
3. In the event that Nkomazi Local Municipality detects that any information provided, is incorrect or has been provided fraudulently or is in any way unsubstantiated, Nkomazi Local Municipality may declare that bid non-compliant.
4. Nkomazi Local Municipality reserves the right to take appropriate further action against any party involved or implicated in any fraudulent action involving the provision of any fraudulent or unsubstantiated information.
5. A bidder must not be awarded the points claimed for BBBEE status level of contribution if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the contract value to any other enterprise that does not qualify for at least the same number of points that the bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract
6. A contractor is not allowed to sub-contract more than 25% of the contract value to another enterprise that does not have equal or higher BBBEE status level, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract
7. In relation to a designated sector, a contractor must not be allowed to 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

General definitions:

“Consortium or Joint Venture” means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a bid;

“Control” the position and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business;

“Management” in relation to an enterprise or business, means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the enterprise or business, by whatever name the person may be designated;

“Owned” the act of owning which has all the customary elements of ownership, including the right of decision-making and sharing all the risks and profits commensurate with the degree of ownership interest as demonstrated by an examination of the substance, rather than the form of ownership arrangements;

“Small, Medium and Micro Enterprises (SMME’s)” bears the same meaning as assigned to this expression in the Small Business Act 102 of 1996;

“Trust” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person;

“Trustee” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another;

“ACT” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000)

“All applicable taxes” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies,

“BBBEE” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black economic empowerment Act,

“Broad-Based Black economic empowerment Act” means the Broad-Based Black economic Empowerment Act, 2003 (Act No. 53 of 2003)

“Comparative Price” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration,

“Contract” means the agreement that results from the acceptance of a tender by an organ of state,

“Firm Price” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract,

“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 threshold for local production and content,

“Functionality” means the measurement according to predetermined norms, as set out in the tender documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a tenderer,

“Important content” means that portion of the tender price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation cost, such as landing cost, dock dues, import duty, sales duty or other similar tax or duty at the South African port of entry,

“Local Content” means that portion of the tender price which is not included in the imported content, provided that local manufacture does take place,

“Non-firm prices” means all prices other than “firm” prices,

“Person” includes a juristic person,

“Stipulated minimum threshold” means that portion of local production and contents as determined by the Department of Trade and Industry;

“Rand Value” means the local total estimated value of a contract in South African currency, calculated at the time of tender invitations, and includes all applicable taxes and excise duties,

“Sub-Contract” means the primary contractors 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,

“Tender” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive tendering or proposals.

Preference Points award system

Preference points will be allocated as follows:

Revised Preferential Procurement Regulation

Calculation of points for BBBEE status level contributor status level of contributor in accordance with the Table below

BBBEE status level contributor	Number of points (80/20)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non contributor	0

Bid shall not be disqualified from the bidding process if the bidder does not submit a certificate substantiating the BBBEE status level contribution nor is a non-compliant contributor. Such a bidder will score 0 out of a maximum of 20. To claim the points, service provider must submit a certified copy of the original BBBEE status or an original. No points shall be awarded on a copy of the certified copy

$$N_p = 80 \left[1 - \frac{(P_t - P_{min})}{P_{min}} \right]$$

Where: N_p = the number of bid/tender adjudication points awarded for price.

P_t = the bid/tender sum (corrected if applicable) of the responsive bid under consideration.

P_{min} = the bid/tender sum (corrected if applicable) of the lowest responsive tender/bid.

Standard Terms and Conditions of Bid	T 6
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The following standard terms and conditions of bid have been accepted and laid down by the Council of Nkomazi Local Municipality and are applicable to all bids, contracts and orders, unless otherwise directed by the Council prior to the invitation of bids.

1. GENERAL DIRECTIVES

1.1. Formal contracts

Formal contracts shall only be concluded with bidders where this requirement is stated in the bid documents. In the absence of a formal contract, the duly completed and signed bid accepted by a letter of acceptance by Nkomazi Local Municipality and signed by both parties, shall be the contract between the parties, and this shall include the tender document.

1.2. Expenses

Unless otherwise indicated in the bid documents, Nkomazi Local Municipality shall not be liable for any expenses incurred in the preparation or submission of any bid.

1.3. Briefing Notes

Nkomazi Local Municipality may issue Briefing Notes from time to time during the bid submission phase so that prospective bidders will timeously be made aware of any and all information that might assist them in articulating their bids.

Briefing Notes will be sequentially numbered to facilitate easy reference.

1.4. Governing laws

Laws of the Republic of South Africa shall govern contracts arising from the acceptance of bids.

1.5. Site inspections and explanatory meetings

- 1.5.1 Nkomazi Local Municipality may require the attendance of a Compulsory site inspection or explanatory meeting. Where this is a condition of bid, bidders must attend the site inspection or explanatory meeting in order to submit a valid bid. Failure to attend or coming late for the said meeting will result in the bid being non-compliant.
- 1.5.2 Particulars of the place and time of the site inspection or explanatory meeting will be indicated in the advertisement and the bid documentation.
- 1.5.3 Minutes will be taken of all information disclosed during the site inspection or explanatory meeting, and copies of these minutes will be made available on request to all interested parties that attended the relevant inspection or meeting.
- 1.5.4 Where the attendance of the site inspection or explanatory meeting is an absolute requirement to the bid, bidders must be required to certify that they attended the site meeting or explanatory meeting and that they are fully aware of the scope of the bid.

2. INVITATIONS TO TENDER/BID

2.1. Service Provider Database

Nkomazi Local Municipality may issue invitations to bid for specific supplies or services to service providers listed on the Nkomazi Local Municipality service provider database.

Without derogating from the above, Nkomazi Local Municipality reserves the right to go to open bid for the obtainment of supplies or services.

Requests for listing on the service provider database of Nkomazi Local Municipality will be issued from time to time in the local media.

2.2. Documents to be used

2.2.1 Bids must make use of the prescribed bid documents, and supply all necessary and required information called for therein.

2.2.2 Failure of a bidder to submit a bid duly signed in black ink, or to provide all required documentation or to complete bid documentation and certificates in all respects, may invalidate the bid.

2.2.3 Bidders should not qualify their bids by their own conditions, and such bidders run the risk of having their bid declared invalid.

2.2.4 Nkomazi Local Municipality may request the furnishing of a non-refundable bid deposit together with the submission of bids. This is to defray in part the cost of non-responsive bids, and to prevent nuisance bids being submitted.

3. Samples

3.1.1. Prospective bidders may be charged for samples provided to them by Nkomazi Local Municipality. Failure to do so may render the bid invalid. Nkomazi Local Municipality shall not be liable for any cost involved in the supply of samples by a tenderer/ bidder;

3.1.2. Where samples are called for in the bid documents, samples must be clearly marked with the bid numbers, item number and name of the bidder. Samples must reach the designated address for the submission of bids no later than the closing time;

3.1.3. Nkomazi Local Municipality may accept goods offered on loan for trial purposes, but is under no obligation to purchase the loaned goods, or any similar goods, and Nkomazi Local Municipality accepts no responsibility in the event of breakage of damage, or for the depreciation of depreciable goods.

4. Closing of tenders/bids

4.1. Bids close at 12:00 AM on the closing date as indicated in the bid documents.

4.2. Extension of the closing date may be granted in certain circumstances where such extension is justified. Any extension will however be published before the original closing date or can be communicated during briefing session.

- 4.3.** Tenders/bids shall be considered late if they are received at the address indicated in the bid documents after the closing time on the closing date. A late bid shall not be admitted for consideration, and where practicable, shall be returned unopened to the bidder.

5. Submission of tenders/bids

- 5.1.** Tender/bid documents must be deposited in the bid box at the address indicated in the bid documentation, failing which at a clearly indicated alternative site (where applicable).
- 5.2.** Tenders/bids must be deposited in a sealed envelope or container, which envelope or container must clearly indicate the bid number and description of bid (where applicable).
- 5.3.** Tenders/bids must be submitted in English.
- 5.4.** Tenders/bids received by facsimile, telegram, telex, e-mail or other similar media will not be accepted as validly submitted bids (where applicable).
- 5.5.** Only original tenders/bids or photocopies of the original documentation which is submitted in the prescribed manner may be accepted as valid bids.
- 5.6.** All tenders/bids received prior to the closing date shall be kept in safe custody until the closing time of bids.

6. Opening of tenders/bids

- 6.1.** Tenders/bids will be opened in public (where applicable) as soon as practicable after the closing time.
- 6.2.** Tenders/bids will be given a registration mark and a list of bids received will be placed on record.

7. Validity periods

The period for which bids are to remain valid and binding shall be indicated in the bid documents. The validity period is calculated from the closing time and will continue until the close of business on the last day of the period, and where this day falls on a Saturday, Sunday or public holiday, the bid will remain valid and binding until the close of business on the following business day.

8. Tender/bid prices and delivery periods

- 8.1.** Firm tender/bid prices and delivery periods are preferred.
- 8.2.** "Firm" prices are deemed to be prices which, are only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of any tax, levy or duty, which in terms of a law or regulation is binding on the bidder and will demonstrably have an influence on the prices of supplies or on the cost of rendering services.
- 8.3.** "Non-firm" prices are deemed to be all prices which are not "firm."
- 8.4.** Where non-firm prices are offered, Nkomazi Local Municipality may require the submission of proof regarding labour and material costs, or other factors which are specified by the bidder, and should these costs be seen to be unrealistic, it may negatively affect the consideration of the bid.

- 8.5. Where applicable, the value of certificates (payment) issued in terms of the contract, shall be increased or decreased by applying a “contract price adjustment factor” calculated according to the formula and the conditions set out in the Contract Price Adjustment Schedule referring to the General Conditions of Contract for works of engineering construction.
- 8.6. Expressions relating to the delivery of supplies or services which are unspecified such as “soonest” or “earliest” etc. are not acceptable. Where it has not been indicated whether prices or delivery periods are firm or not, bided prices and delivery periods shall be deemed to be firm and the contractor shall be bound thereby.

3. **CONSIDERATION OF TENDER/BIDS**

- 3.1. All bids validly submitted will be taken into consideration. Each tender/bid will be reviewed and evaluated for its ability to deliver the specific requirements of the bid in line with set criteria of paragraph 3.3.
- 3.2. Nkomazi Local Municipality is under no obligation to accept any tender/bid, or to accept the lowest tender/bid.
- 3.3. All tenders/bids will be reviewed and evaluated in accordance with the following criteria:
- General Information supplied by the bidder
 - Compliance with bid requirements
 - Pricing
 - Preferential Procurement points
 - Functionality
- 3.4. Nkomazi Local Municipality may elect to invite verbal presentations from bidders for clarification of the content of their bids.
- 3.5. Nkomazi Local Municipality may, where a bid relates to more than one item, accept such tender/bid in respect of any specific item or items, and may also accept part of the specified quantity of any specific item or items.
- 3.6. Any decision by Nkomazi Local Municipality shall be final and Nkomazi Local Municipality shall only on request provide reasons for the acceptance or passing over of a bid.
- 3.7. Where a bid has been granted on the strength of information furnished by the bidder, which later proves to be incorrect, Nkomazi Local Municipality may, in addition to any other remedy it may have, recover all costs and damages suffered or sustained by Nkomazi Local Municipality as a result of the award of the bid from the bidder, and/or cancel the agreement and claim damages from the bidder.
- 3.8. Nkomazi Local Municipality will award a preference to bids in accordance with the Preference Certificate in the form of BBBEE status level certificate [T 5].
- 3.9. In the event of equal bids, the following order of priority will normally be applied in the consideration of equal bids:

Evaluation of bids that scored equal points

- 3.9.1. In the event that two or more bids have scored equal total points, the successful bid must be the one that scored the highest points for BBBEE,
- 3.9.2. . IF two or more bids have equal points, including equal preference points for BBBEE, the successful bid must be the one scoring the highest score for functionality if functionality is part of the evaluation process,
- 3.9.3. In the event that two or more bids are equal in all respects, the award must be decided by the drawing of lots
- 3.10. Successful bidders will be notified in writing of the acceptance of their bids.

4. TERMS AND CONDITIONS

4.1 Information provided

Nkomazi Local Municipality provides the bid documentation or any other information, in good faith. Any party or parties considering entering into a contract with Nkomazi Local Municipality on the basis of such information should conduct their own investigations and obtain the necessary professional advice and council, at their cost, necessary to formulate their own opinion regarding all matters related to the bid. Nkomazi Local Municipality cannot be held liable for any costs or damages flowing from a failure to do so by any bidder.

4.2 Legal and regulatory framework

- 4.2.1. All bids must function and be implemented within the general legal and regulatory framework relating to the supply or service, and requires compliance with all law by any bidder.
- 4.3.2. The onus is on the bidder to ensure compliance of its bid as well as during the implementation of the bid with the applicable legal and regulatory requirements, and Nkomazi Local Municipality reserves the right to reject any bid on the basis of non-compliance by the bidder with the applicable legal and regulatory framework.
- 4.4.3. Where relevant Nkomazi Local Municipality may request the Respondent to submit proof of compliance with any aspect of the legal and regulatory framework.

4.3 No representations or warranties

All information contained in or provided as part of the bid documentation is offered in good faith and for the guidance of bidders. Nkomazi Local Municipality does not make any representation (express or implied), or provide any warranty as to the accuracy, completeness or correctness of bid documentation. Nkomazi Local Municipality shall not be liable for any claim for loss or damage to any bidder arising from any error, misstatement or omission contained in the bid documentation or any reliance thereon.

4.4 Declaration of interest

In order to prevent allegations of favouritism or nepotism in the procurement process, bidders must complete the Declaration of Interest & Interest in the State. (T4)

4.5 Reservation of rights

- 4.5.1. Nkomazi Local Municipality reserves the right to consider all possible options during the evaluation of bids. This includes the right not to proceed with the bid, suspend or temporarily defer the bid, or not to award the bid to any bidder. No liability shall attach to Nkomazi Local Municipality in the exercising of any of these rights.
- 4.5.2. If Nkomazi Local Municipality elects not to award the bid to any bidder, it may at its sole discretion, solicit bids in such manner as it may deem necessary in its absolute and sole discretion.
- 4.5.3. Copyright of all documents, data, designs, electronic aids, programmes etc. forming part of the bid documentation or developed by Nkomazi Local Municipality, shall remain to vest in Nkomazi Local Municipality.

4.6. Queries relating to the bid

- 4.6.1. Any queries relating to a bid or any process should be addressed in writing (registered mail, facsimile or e-mail), marked for the attention to:

The person and address stated in the bid documentation

- 4.6.2. Queries will be responded to in writing, and the written query and response may be distributed to all prospective bidders who have collected the bid documentation. The names of bidders raising queries will not be made known.

4.7. Information to be provided by bidders

The onus is on the bidder to ensure that all requirements contained in the bid documentation are complied with and all information requested from the bidder is supplied.

4.8. Independent submission

By submitting a bid, each bidder certifies that –

- 4.8.1. Its bid has been submitted independently, without consultation, communication or agreement for restricting competition, with any other bidder or to any other competitor; and
- 4.8.2. No attempt has been made or will be made by the bidder to induce any other person or firm to submit a bid for the purpose of restricting competition.

4.9. Sole property of Nkomazi Local Municipality

- 4.9.1. All materials, information and data submitted by bidders shall become the sole property of Nkomazi Local Municipality, with the exception of –
 - 4.9.1.1. Confidential financial statements of the bidder; and
 - 4.9.1.2. Copyright material, trade secrets or other proprietary information clearly identified as such by the bidder.

4.10. Confidentiality

- 4.10.1. Nkomazi Local Municipality undertakes to keep confidential all information received from any bidder which is clearly identified as confidential in the bid and which is not already public knowledge or available in the public domain or in the hands of Nkomazi Local Municipality or required to be disclosed by legal or regulatory requirements, and the bidder accordingly indemnifies Nkomazi Local Municipality against any claim or liability for its refusal to disclose the relevant information/data to any person seeking access thereto. Failure to honour such indemnity shall be deemed to be a waiver by the bidder of its right to exemption from disclosure and shall Nkomazi Local Municipality be authorised to provide a copy of the relevant information/data or any part thereof to the requester.
- 4.10.2. Information disclosed by Nkomazi Local Municipality is deemed as confidential and it is expected that bidders treat it as such. This includes all information which is not public knowledge or available in the public domain or required to be disclosed by legal or regulatory requirements. Bidders will be held liable for non-compliance in this regard.
- 4.10.3. No information of bidder shall be made available to another bidder or any person unless requested by the court of law. Bidder can be allowed to request to see his/her bid document or to seek clarity of his/her failure, but not to have access to other bidder's information.

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

7

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and

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

a) The 80/20 preference point system will be applicable to this tender.

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

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

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

80/20

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

Where

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

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

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

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

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contributor: =.....(maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional service provider

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

[TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

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

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

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

WITNESSES

1.

2.

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

DATE:

ADDRESS

.....

.....

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>
Electrical Cables	90%
Residential Electricity Meters	70%
Transformers	90%

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. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?

(Tick applicable box)

YES NO

5.1. If yes, provide the following particulars:

- (a) Full name of auditor:
- (b) Practice number:
- (c) Telephone and cell number:
- (d) Email address:

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

6. 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/industrial_development/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**

Local Content Declaration - Summary Schedule

Note: VAT to be excluded from all calculations

Pula EU GBP [illegible]

(C20) Total tender value	R 0
--------------------------	-----

Signature of tenderer from Annex B

(C21) Total Exempt imported content	R 0
-------------------------------------	-----

(C22) Total Tender value net of exempt imported content	R 0
---	-----

(C23) Total Imported content	R 0
------------------------------	-----

(C24) Total local content	R 0
---------------------------	-----

(C25) Average local content % of tender	
---	--

Date: _____

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

(D1) Tender No. _____

(D2) Tender description: _____

(D3) Designated Products: _____

(D4) Tender Authority: _____

(D5) Tendering Entity name: _____

(D6) Tender Exchange Rate: _____ Pula _____

Note: VAT to be excluded from all calculations

EU R 9.00 GBP R 12.00

A. Exempted imported content

Calculation of imported content										Summary	
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
(D19) Total exempt imported value										R 0	
This total must correspond with Annex C - C 21											

B. Imported directly by the Tenderer

Calculation of imported content										Summary	
Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
(D32) Total imported value by tenderer										R 0	

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

Calculation of imported content										Summary	
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
(D45) Total imported value by 3rd party										R 0	

D. Other foreign currency payments

Calculation of foreign currency payments					Summary of payments	
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	Local value of payments	
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)	
(D52) Total of foreign currency payments declared by tenderer and/or 3rd party					R 0	

Signature of tenderer from Annex B

Date: _____

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above R 0

This total must correspond with Annex C - C 23

Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	
(E2)	Tender description:	
(E3)	Designated products:	
(E4)	Tender Authority:	
(E5)	Tendering Entity name:	

Note: VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
(E9) Total local products (Goods, Services and Works)			R 0

(E10) **Manpower costs** (Tenderer's manpower cost) R 0

(E11) **Factory overheads** (Rental, depreciation & amortisation, utility costs, consumables etc.) R 0

(E12) **Administration overheads and mark-up** (Marketing, insurance, financing, interest etc.) R 0

(E13) Total local content R 0

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date: _____

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 2011;
 - 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 fulfilment 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.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	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

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:
 - (i) Bidding documents, viz
 - 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 2011;
 - 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 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 fulfilment 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

WITNESSES

1

2

DATE:

NAME OF FIRM

DATE

MBD 7.2

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	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

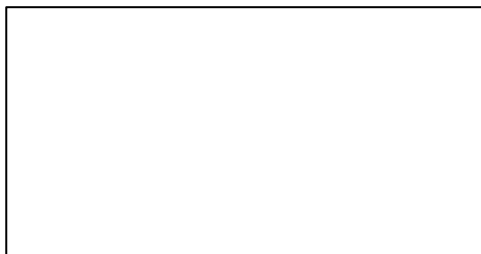
4. I confirm that I am duly authorised to sign this contract.

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

A large, empty rectangular box intended for an official stamp.

WITNESSES

1

2

DATE:

MBD7.3

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)

7. 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.
8. The following documents shall be deemed to form and be read and construed as part of this agreement:
- (iv) 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;
 - (v) General Conditions of Contract; and
 - (vi) Other (specify)
9. 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.

10. 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.
11. I undertake to make payment for the goods/works as specified in the bidding documents.
12. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
13. I confirm that I am duly authorised to sign this contract

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

.....

WITNESSES	
1	
2	
DATE:	

CONTRACT FORM - SALE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE SELLER)

4. 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).
5. I undertake to make the goods/works available in accordance with the terms and conditions of the contract.

ITEM NO.	DESCRIPTION	PRICE (ALL APPLICABLE TAXES INCLUDED)		

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

.....

.... OFFICIAL STAMP

WITNESSES	
1.	
2.	
DATE	

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	
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 ☐	
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 ☐	
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 ☐	
4.3.1	If so, furnish particulars:		
Item	Question	Yes	
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 ☐	
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 ☐	

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

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 Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

NKOMAZI LOCAL MUNICIPALITY

T1.2 Tender Data

1. GENERAL

The Tender Data contain references to the Conditions of Tender in the Standard Conditions of Tender as contained in Annex F of SANS 294 - *Construction Procurement Processes, Methods and Procedures* that apply specifically to this tender.

The Tender data shall be read with the standard conditions of tender in order to expand on the Tender's obligations and the Employer's undertakings in administering the tender process in respect of the project under consideration.

The Tender Data hereafter shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of the tender data below is cross-referenced to the relevant clause in the Standard Conditions of Tender.

2. TENDER DATA APPLICABLE TO THIS TENDER

Clause number	Tender Data
F.1.1	The employer for this contract is: NKOMAZI LOCAL MUNICIPALITY.

F.1.2 Tender Documents

(a) The tender documents issued by the employer comprise:

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

Part C1: Agreement and contract data

C1.1 Form of offer and acceptance

C1.2 Contract data

C1.3 Form of Guarantee

C1.4 Safety Agreement

Part C2: Pricing data

C2.1 Pricing instructions

C2.2 Bills of Materials

Part C3: Scope of work

C3 Scope of work

Part C4 : Specifications

C4.1 Project

C4.2 Generic

Part C5 : Particular Specifications

C5.1 OHS & Risk Assessment C5.2

Occupational Health and Safety

Part C6 : Site Information

(b) Drawings shall be issued to the successful bidder.

The Tender Document shall be obtained from the Employer or his authorized representative at the physical addresses stated in the Tender Notice, upon payment of the deposit stated in the Tender Notice.

F.1.4 The employer's agent is

HAMSA CONSULTING ENGINEERS

Ayanda Nxele

Address:

16 Pieter Street

Centurion

0157

Tel: +27 (0) 12 665 0861

Fax: +27 (0) 86 650 6477

E-mail: info@hamsaeng.co.za

E-mail: ayanda@hamsaeng.co.za

F.1.5 The Employer's right to accept or reject any tender.

The Employer is not obliged to accept the lowest or any tender

F.2.1 Eligibility

A Tenderer will not be eligible to submit a tender if:

- a. the Contractor submitting the tender is under restrictions or has principals who are under restriction to participate in the Employer's procurement due to corrupt or fraudulent practices;
- b. the Tenderer does not have the legal capacity to enter into the contract;
- c. the Contractor submitting the tender is insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of the foregoing;
- d. the Tenderer does not comply with the legal requirements stated in the Employer's procurement policy;
- e. the Tenderer cannot demonstrate that he possesses the necessary professional and technical qualifications and competence, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract;
- f. the Tenderer cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract.

Only those tenderers who are registered with the Construction Industry Development Board (CIDB) in a contractor-grading of **4EP** or higher as defined in the Regulations, in terms of the CIDB Act No.38 of 2000, are eligible to submit tenders for this contract.

Joint ventures are eligible to submit tenders provided that:

1. every member of the joint venture is registered with the CIDB;
2. the lead partner and two partners all have a contractor grading designation in the **EP** class of construction work; and
3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **4EP** class of construction work.

F.2.7 Site Visit and Clarification Meeting

The arrangements for a clarification meeting are as stated in the Tender Notice and Invitation to Tender.

Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.

F.2.10 Pricing the Tender Offer

(a) Value Added Tax:

The Value Added Tax (VAT) rate shall be 15% or as provided by legislation.

(b) The successful Tenderer shall be required to produce VAT invoice that shall be prepared once measurements and valuations for work done in terms of the contract offer have been agreed with the Employers agent and a certificate of payment issued.

(c) Payment of VAT to non VAT vendors shall be processed from the month in which the Tenderers liability with the South African Revenue Services is effective.

F.2.11 A Tender offer shall not be considered if alterations have been made to the forms of tender data or contract data (unless such alterations have been duly authenticated by the Tenderer) or if any particulars required therein have not been completed in all respects.

F.2.12 Alternative tenders

F.2.12.1 No alternative tender offers will be considered

F.2.13 Submitting a Tender Offer

F.2.13.3 Tender offers shall be submitted as an original only. Under no circumstances whatsoever may the forms be retyped or redrafted. Photocopies of the original tender documentation may be used, but an original signature must appear on such photocopies.

F.2.3.5 A two-envelope procedure will not be followed.

F.2.15 Closing time

The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.

Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.

F.2.16 The tender offer validity period is **90 days** from closing time for submission of tenders

F.2.19 Access

Access shall be provided for the following inspections:
tests and analysis by personnel acting on behalf of the Employer:

F.2.22 Return of Tender Documents

(Not Applicable)

F.2.23 Certificates

The following certificates must be provided with the tender:

Original Valid Tax Clearance Certificate. (certificate of good standing also acceptable)

Joint Venture Agreement and Power of attorney in case of Joint Ventures

VAT Registration Certificate from South African Revenue Services (SARS)

Workmen's compensation Registration Certificate (or proof of payment of contributions in terms of the Compensation for occupational Injuries and diseases Act No. 130 Of 1993).

Form of intent by a bank or insurance company to provide a performance guarantee; (for open Tender)

Company/cc/Trust/Partnership Registration Certificates

Certified copies of Identity Documents in the case of one-man concerns; and Contractor's Health and safety Plan Where a tenderer satisfies CIDB contractor grading designation requirements through joint venture formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner.

F.3.4 Opening of Tender submissions

The location for Submission and opening of the tender offers are:

NKOMAZILOCAL MUNICIPALITY

Private Bag x 101
MALELANE
1320

F.3.5 A two-envelope system will **not** apply to this tender.

F.3.11 Evaluation of Tender Offers

Method 4: Financial Offer, Functionality and Preferences

F3.11.1

The procedure for evaluation of Tender Offers will be Method 4: Financial Offer, Quality (Functionality) and Preferences. The tender with the highest total points of NFO + NCP + PE, as defined below, will be the preferred tender.

F3.11.2 (a) NFO

The financial offer will be scored in terms of Formula 2, Option 2 of Table F.1 of SANS 294:2004, which reads as follows:

$$\text{NFO} = W1 \times \text{Pm}/P$$

Where:

NFO = number of tender evaluation points awarded for the financial offer
W1 = 90 points for rand value over R500 000;
A = $[1 - (P - \text{Pm}) / \text{Pm}]$ (a negative A will be regarded as unrealistically high)
Pm = the rand value of the lowest comparative offer;
P = the rand of the Tender Offer under consideration.

(b) NCP

F3.11.3 Quality (Functionality) points will be scored in terms of the formula

$$NCP = WCP \times (D1 - D3) / (D2 - D3)$$

Where:

- NCP = number of functionality points scored;
WCP = 20;
D1 = the tendered Contract Participation Goal
D2 = the maximum Contract Participation Goal (%) above which no further evaluation points are granted, namely: 40%;
D3 = the minimum Contract Participation Goal (%) below which the tender is disqualified, namely: 15%;

Where:

Contract participation by Targeted Labour and Targeted Enterprises are considered in scoring D1, as defined in Schedule P; D2 and D3 are also defined in Schedule P.

(c) PE

F3.11.4 Direct preference points for the Targeted Enterprise status of the tenderer will be scored in terms of the following formula:

$$PE = We \times Pe / Pm$$

Where:

- PE = points scored by the tenderer E for equity held by targeted groups;
We = 10;
Pm = Pe scored by the highest scoring eligible tenderer;
Pe = Sum (Cp/100 x sum (NOP EP/100) for all the preference categories and for all the JV partners of tenderer E.

Where:

- NOP = maximum equity points that can be scored for the particular preference category;
CP = % contract participation of the JV partner, ie. The percentage of the contract value managed or executed or financed by the JV partner;
EP = % equity held in the JV entity by individuals in a preference category.

Where:

The preference categories and NOP for each category are as given in Schedule O, in terms of the Client's preferential. Procurement policy.

Where:

- NOP = maximum equity points that can be scored for the particular preference category;
CP = % contract participation of the JV partner, ie. The percentage of the contract value managed or executed or financed by the JV partner;
EP = % equity held in the JV entity by individuals in a preference category.

Acceptance of Tender Offer

Tender Offers will only be accepted on condition that:

- (a) the tender offer is signed by a person authorized to sign on behalf of the tenderer;
- (b) a valid original Tax Clearance Certificate (certificate of good standing) is included with his tender;
- (c) tenderer's declaration of compliance with the Occupational Health and Safety Act No. 85 of 1993 and the construction Regulations 2003 as well as the Tenderer's health and safety plan, is included with his tender submission;
- (d) a Tenderer who submitted a tender as a Joint Venture has included an acceptable Joint Venture agreement with his tender;
- (e) the Tenderer or a competent authorized representative of the Contractor who submitted the tender has attended the compulsory clarification meeting or site inspection;
- (f) The contractor who submits the tender has been registered with the Construction Industry Development Board in accordance with the Construction Industry Development Board Act No. 38 of 2000 and the CIBD Regulations 2003 promulgated in terms of the Act, or if the Contractor can submit proof or evidence that he will be able to register within 10 days of the closing date for submission of tenders;
- (g) The Tenderer or any of its principals is not listed on the register of Tender Defaulters in terms of the Prevention and Combating of Corrupt activities Act of 2004 as a person prohibited from doing business with the public sector;
- (h) The Tenderer has not abused the Employer's Supply chain Management System or has failed to perform on any previous contract and has been given a written notice to this effect;
- (i) The Tenderer or any of its principals, directors or managers is not employed in the service of the State or any municipality. In the event that such principals are involved, official approval from the Executing Authority regarding carrying out remunerative work outside of the public service must be included in the tender submission.
- (j) The Employer is satisfied that the Tenderer or any of his principals have not influenced the tender offer and acceptance by the following criteria:
 - (a) having offered, promised or given a bribe or other gift or remuneration to any person in connection with the obtaining or execution of this contract;
 - (b) having acted in a fraudulent or corrupt manner in obtaining or executing this contract;
 - (c) having approached an officer or employee of the Employer or the employer's Agent with the objective of influencing the award of a contract in the Tenderer's favour;

- (d) having entered into any agreement or arrangement, whether legally or not, with any other person, firm or company to refrain from tendering for his contract or as to the amount of the Tender to be submitted by either party;
- (e) having disclosed to any other person, firm or company other than the Employer, the exact or approximate amount of his proposed Tender;
- (k) The Employer may, in addition to using any other legal remedies, repudiate the Tender offer and acceptance and declare the Contract invalid should it have been concluded already.

F.3.18	Copies of Contract
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The number of paper copies of the signed contract to be provided by the Employer is ONE.
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Annex F: Standard Conditions of Tender

F.1 General

F.1.1 Actions

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

F.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the

returnable documents are deemed to be part of these conditions of tender.

F.1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender

evaluation purposes, shall not form part of any contract arising from the invitation to tender.

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

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

F.1.4 Communication and employer's agent

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

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

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

F.1.5.2 The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work

within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

F.2 Tenderer's obligations

F.2.1 Eligibility

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

F.2.2 Cost of tendering

Accept that the employer will not compensate the 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 of documents

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

F.2.5 Referenced documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

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

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

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

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

F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

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

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

F.2.13 Submitting a tender offer

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

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

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

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

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

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

F.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

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

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

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

F.2.15 Closing time

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

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

F.2.16 Tender offer validity

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

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

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

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

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

F.2.19 Inspections, tests and analysis

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

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

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.2.24 Sub-contracting

It is a condition of this tender that the successful bidder will sub-contract 10% of the total project value to a locally based (within Nkomazi Local Municipality) emerging contractor.

F.3 The employer's undertakings

F.3.1 Respond to clarification

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

F.3.2 Issue Addenda

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

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

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

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

F.3.5 Two-envelope system

F.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

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

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

Determine, on opening and before detailed evaluation, whether each tender offer properly received:

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

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

- detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- change the Employer's or the tenderer's risks and responsibilities under the contract, or
- affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

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

F.3.9 Arithmetical Errors

Check responsive tender offers for arithmetical errors, correcting them in the following manner:

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

Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of his arithmetical errors in the manner described above.

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F3.11.1 General

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

Method1: Financial offer	1) Rank tender offers from the most favourable to the least favourable comparative offer. 2) Recommend highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 2: Financial offer and preferences	1) Score tender evaluation points for financial offer. 2) Confirm that tenderers are eligible for the preferences claimed and if so, score tender evaluation points for preferencing. 3) Calculate total tender evaluation points. 4) Rank tender offers from the highest number of tender evaluation points to the lowest. 5) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 3: Financial offer and quality	1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data. 2) Score tender evaluation points for financial offer. 3) Calculate total tender evaluation points. 4) Rank tender offers from the highest number of tender evaluation points to the lowest. 5) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 4: Financial offer, quality and preferences	1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data. 2) Score tender evaluation points for financial offer. 3) Confirm that tenderers are eligible for the preferences claimed, and if so, score tender evaluation points for preferencing. 4) Calculate total tender evaluation points. 5) Rank tender offers from the highest number of tender evaluation points to the lowest. 6) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

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

F.3.11.2 Scoring Financial Offers

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

$N_{FO} = W_1 \times A$ where:

N_{FO} = the number of tender evaluation points awarded for the financial offer.

W_1 = the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.

A = a number calculated using either formulas 1 or 2 below as stated in the Tender Data.

Formula	Basis for comparison	Option 1	Option 2
1	Highest price or discount	$(1 + \frac{(P - P_m)}{P_m})$	P/P_m
2	Lowest price or percentage commission/fee	$(1 - \frac{(P - P_m)}{P_m})$	P_m/P

where:

P_m = the comparative offer of the most favourable tender offer.

P = the comparative offer of tender offer under consideration.

F.3.11.3 Scoring quality (functionality)

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

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

F3.13.1 Accept tender offer only if the tenderer satisfies the legal requirements stated in the tender data.

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

F.3.14 Notice to unsuccessful tenderers

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

F.3.15. Prepare contract documents

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

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents,
- c) other revisions agreed between the employer and the successful tenderer, and
- d) the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.16 Issue final contract

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

F.3.17 Complete adjudicator's contract

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

F.3.18 Provide copies of the contracts

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

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T2.1 List of Returnable Documents

The tenderer must complete the following returnable documents:

1 Returnable Schedules required only for tender evaluation purposes

- Record of Addenda to Tender Documents
- Certificate of Authority for Signature (Certified Identity Documents in the case of Sole Proprietor)
- Compulsory Enterprise Questionnaire
- Schedule of the Tenderer's Experience
- Schedule of Key Personnel
- Format of Curriculum Vitae
- Proposed Amendments, Qualifications and Alterations
- Schedule of Plant and Equipment
- Certificate of good standing with the Compensation Commissioner

2 Other documents required only for tender evaluation purposes

- Certificate of Contractor Registration issued by the Construction Industry Development Board
- Valid Tax Clearance Certificate and PIN.
- Form of Intent to provide a Performance Guarantee
- Tenderer's Financial Standing (Banking details, including bank rating of "c" or better)

3 Returnable Schedules that will be incorporated into the contract

- Preferencing Schedule (*direct preferences*)- for the 90:10 or the 80:20
- Preferencing Schedule (*contract participation goals*)- where targeted procurement is used
- Points claimed in terms of supply chain management policy.

4 Other documents that will be incorporated into the contract

- Execution Programme
- Contractors Health and Safety Declaration
- Pro-forma Notification in terms of the Occupational Health and Safety Act 1993, Construction Regulations, 2003

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

6 C1.2 Contract Data (Part 2)

7 C2.2 Bills of quantities

Certificate of Attendance at Site Meeting

This is to certify that *(tenderer)*
of *(address)*
..... was represented by the person(s) named
below at the compulsory meeting held for all tenderers at *(location)*
..... on *(date)* starting at *(time)*

I / We acknowledge that the purpose of the meeting was to acquaint myself / ourselves with the site of the works and / or matters incidental to doing the work specified in the tender documents in order for me / us to take account of everything necessary when compiling our rates and prices included in the tender.

Particulars of person(s) attending the meeting:

Name: Signature:

Capacity:

Name: Signature:

Capacity:

Attendance of the above person(s) at the meeting is confirmed by the Employer's representative, namely:

Name: Signature:

Capacity: Date and Time:

Record of Addenda to tender documents

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

Date	Title or Details
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

Certificate of Authority for Signatory

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category, **and attach their Registration Certificates for Companies, Close Corporations and Partnerships, or Agreements and Powers of Attorney for Joint Ventures, or ID documents.**

(I) COMPANY	(II) CLOSE CORPORATION	(III) PARTNERSHIP	(IV) JOINT VENTURE	(V) SOLE PROPRIETOR

(I) CERTIFICATE FOR COMPANY

I,chairperson of the Board of Directors of
hereby confirm that by resolution of the Board (copy
 attached) taken on Mr/Ms acting
 in the capacity of was authorised
 to sign all documents in connection with the tender for Contract No and any contract
 resulting from it, on behalf of the company.

Chairman :

As Witnesses : 1.

2.

Date :

(ii) **CERTIFICATE FOR CLOSE CORPORATION**

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

.....

.....hereby authorise Mr/Ms.....

acting in the capacity ofto sign all documents in connection with the tender for Contract Noand any contract resulting from it, on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

REGISTRATION CERTIFICATE / AGREEMENT / ID DOCUMENT

(Important note to Tenderer: Registration Certificates for Companies, Close Corporations and Partnerships, or Agreements and Powers of Attorney for Joint Ventures, or ID documents for Sole Proprietors, all as referred to in the foregoing forms and must be inserted here)

Compulsory Enterprise Questionnaire

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record of service of the state

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

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

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

*insert separate page if necessary

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

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

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

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

*insert separate page if necessary

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

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

Signed _____

Date _____

Name _____

Position _____

*Enterprise
name*

Schedule of the Tenderer's Experience

The following is a statement of similar work successfully executed by myself/ourselves:				
Employer, contact person and telephone number.	Consulting Engineer: Contact Person and Telephone Number	Nature of work	Value of work inclusive of VAT (Rand)	Date Completed or expected to Completed

NB: Attach copies of appointment letters and completion certificates.

Signed

Date

Name

Position

Tenderer

Schedule of Key Personnel

In terms of the Project Specification and the Conditions of Tender, unskilled workers may only be brought in from outside the local community if such personnel are not available locally.

The Tenderer shall list below the personnel which he intends to utilize on the Works, including key personnel which may have to be brought in from outside if not available locally.

CATEGORY OF EMPLOYEE	NO. OF PERSONS					
	KEY PERSONNEL, PART OF THE CONTRACTOR'S ORGANISATION		KEY PERSONNEL TO BE IMPORTED IF NOT AVAILABLE LOCALLY		UNSKILLED PERSONEL TO BE RECRUITED FROM LOCAL COMMUNITY	
	HDI	NON-HDI	HDI	NON-HDI	HDI	NON-HDI
Project Manager						
Site Agent						
Foremen and Quality Control						
Artisans and other Skilled Workers						
Health and Safety Representative						
First Aider						
Others						
.....						
.....						
.....						
.....						

The Tenderer shall attach hereto the ***curricula vitae***, in the form included hereafter, of at least the site agent and the project manager. The information is necessary for evaluation of the tender.

NB: Attach certified copies of qualifications.

SIGNATURE: DATE:
(of person authorized to sign on behalf of the Tenderer)

FORMAT OF CURRICULUM VITAE (KEY PERSONNEL)
(CVs are required only for site agent and project manager)

[illegible]**Certification:**

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

.....
SIGNATURE OF THE INCUMBANT IN THE SCHEDULE

DATE:

Proposed Amendments, Qualifications and Alternatives

(This is not an invitation for amendments, deviations or alternatives but should the Tenderer desire to make any departures from the provisions of this contract he shall set out his proposals clearly hereunder. The Employer will not consider any amendment, alternative offers or discounts unless forms (a), (b) and (c) have been completed to the satisfaction of the Employer).

I / We herewith propose the amendments, alternatives and discounts as set out in the tables below:

(a) AMENDMENTS

PAGE, CLAUSE OR ITEM NO.	PROPOSED AMENDMENT

[Notes: (1)Amendments to the General and Special Conditions of Contract are not acceptable, and will be ignored;

(2) The Tenderer must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his tender.

(b) ALTERNATIVES

PROPOSED ALTERNATIVE	DESCRIPTION OF ALTERNATIVE

[Notes: (1)Individual alternative items that do not justify an alternative tender, and an alternative offer for time for completion should be listed here.

(2)In the case of a major alternative to any part of the work, a separate Schedule of Quantities, programme, etc, and a detailed statement setting out the salient features of the proposed alternatives must accompany the tender.

(3)Alternative tenders involving technical modifications to the design of the works and methods of construction shall be treated separately from the main tender offer.

(c) DISCOUNTS

ITEM ON WHICH DISCOUNT IS OFFERED	DESCRIPTION OF DISCOUNT OFFERED

*[Note: The **Tenderer must give full details of the discounts offered in a covering letter attached to his** tender, failing which, the offer for a discount may have to be disregarded.]*

SIGNATURE: DATE:.....
(of person authorized to sign on behalf of the Tenderer)

Schedule of Plant and Equipment

The following are lists of major items of relevant equipment that I/we presently own or lease and will have available for this contract or will acquire or hire for this contract if my/our tender is accepted.

(a) Details of major equipment that is owned by and immediately available for this contract.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

(b) Details of major equipment that will be hired, or acquired for this contract if my/our tender is acceptable.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

NB: Attach proof of ownership or valid lease agreement.

Signed

.....

Date

.....

Name

.....

Position

.....

Tenderer

.....

Certificate of good standing with the Compensation Commissioner

(Important note to Tenderer: Certificates of good standing with the Compensation Commissioner must be inserted here)

CONTRACTOR'S CERTIFICATE OF REGISTRATION WITH CIDB

Attached hereto is my/ our Contractor's Certificate of Registration with CIDB. My failure to submit the certificate with my/our tender document will lead to the conclusion that I am/we are not registered with the CIDB and therefore not eligible to tender.

TAX CLEARANCE CERTIFICATE

IMPORTANT NOTES:

1. The following is an abstract from the Preferential Procurement Regulations 2001 promulgated with the Preferential Policy Framework Act No 5 of 2000:

"Tax clearance certificate

16. No contract may be awarded to a person who has failed to submit an original Tax Clearance Certificate from the South African Revenue Service ("SARS") certifying the taxes of that person to be in order or that suitable arrangements have been made with SARS."

2. The ST 5.1 form, Application for Tax Clearance Certificate (in respect of tenders), must be **completed by the tenderer in every detail and submitted to the Receiver of Revenue** where the tenderer is registered for income tax purposes. The Receiver of Revenue will then furnish the tenderer with a **Tax Clearance Certificate that will be valid for 6 or months from date of issue, unless otherwise indicated on the certificate issued by SARS. This Tax Clearance Certificate must be submitted in the original as an integral part of the tender.**

Each party to a Consortium / Joint Venture / Sub-contractors must complete a separate Tax Clearance Certificate.

Failure to submit an original and valid Tax Clearance Certificate will inevitably invalidate the tender.

3. An **example** of the Application for Tax Clearance Certificate which Tenderers may use to apply for the Tax Clearance Certificate is included hereafter and is available at any Receiver's Office.

TAX CLEARANCE CERTIFICATE

[Tax Clearance Certificate obtained from SARS to be inserted here]

PERFORMANCE GUARANTEE

Employer: *(name and address)*

Contract No:

(Contract title)

WHEREAS

(hereinafter referred to as "the Employer") entered into, on the.....day of
.....20

A Contract with

(hereinafter called "the Contractor") for *SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF ELECTRICAL INFRASTRUCTURE TO RETICULATE 150 HOUSEHOLDS AT SCHULZENDAL IN NKOMAZI MUNICIPAL AREA*

.....at

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

ANDWHEREAS.....(hereinafter referred to as the Guarantor)
has/have at the request of the Contractor, agreed to give such security;

Now therefore we,

do hereby guarantee to the Employer under renunciation of the benefits of division and exclusion the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions:

1. The Employer shall, without reference and/or notice to me/us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Due Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Due Completion Date which the Employer may make, give, concede or agree to under the said Contract.
2. This guarantee shall be limited to the payment of a sum of money.
3. The Employer shall be entitled, without reference to us, to release any securities held by it, and to give time to or compound or make any other arrangement with the Contractor.
4. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in-terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.

5. My/Our total liability in terms hereof shall be limited to the sum of R (in words) (10 % of the tender sum) which amount I/we agree to hold at your disposal.

6. I/We declare that I/we, on behalf of the Guarantor, waive the legal exceptions available to a guarantor and undertake to pay the said amount or such portion thereof as may be demanded, immediately on receipt of a written demand from you.

A certificate under your hand shall be sufficient and satisfactory evidence as to the amount of the Guarantor's liability for the purpose of enabling provisional sentence or any similar relief to be obtained against the Guarantor.

This guarantee is neither negotiable nor transferable, and must be surrendered to the Guarantor in the event of the full amount of the Guarantee being paid to the Employer.

7. I/We hereby choose domicilium citandi et executandi for all purposes arising hereof at
.....

IN WITNESS WHEREOF this guarantee has been executed by us aton
this.....day of 20.....

Signature

Duly authorized to sign on behalf of: (*Guarantor*)

Address.....
.....
.....

As witnesses:

1.
2.

Tenderer's Financial Standing

In terms of Clause F.2.18.1 of the Contract-specific Tender Data the Tenderer shall provide information about his commercial position, which includes information necessary for the Employer to evaluate the Tenderer's financial standing.

To that end the Tenderer must provide with his tender a bank rating, certified by his banker, to the effect that he will be able to successfully complete the contract at the tendered amount within the specified time for completion.

However, should the Tenderer be unable to provide a bank rating with his tender, he shall state the reasons as to why he is unable to do so, and in addition provide the following details of his banker and bank account that he intends to use for project:

Name of account holder:

Name of Bank :

Branch :

Account number :

Type of account :

Telephone number :

Facsimile number :

Name of contact person (at bank) :

Failure to provide the required bank details and a certified bank rating with his tender, will lead to the conclusion that the Tenderer does not have the necessary financial resources at his disposal to complete the contract successfully within the specified time for completion.

EXECUTION PROGRAMME

The Tenderer shall detail below or attach a preliminary programme reflecting the proposed sequence and tempo of the execution of the various activities comprising the work for this Contract. The programme shall be in accordance with the information supplied in the Contract, requirements of the Project Specifications and with all other aspects of his Tender.

PROGRAMME

ACTIVITY	WEEKS/MONTHS

Contractor's Health and Safety Declaration

In terms of Clause 4(4) of the OHSA 1993 Construction Regulations 2003 (referred to as 'the Regulations' hereafter), a Contractor may only be appointed to perform construction work if the Employer is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHSA 1993 Construction Regulations 2003.

To that effect a person duly authorized by the tenderer must complete and sign the declaration hereafter in detail.

Declaration by Tenderer

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHSA 1993 Construction Regulations 2003.
2. I hereby declare that my company / enterprise has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
3. I hereby undertake, if my tender is accepted, to provide a sufficiently documented Health and Safety Plan in accordance with Regulation 5(1) of the Construction Regulations, approved by the Employer or his representative, before I will be allowed to commence with construction work under the contract. I hereby agree that my company/enterprise will not have a claim for compensation for delay or extension of time because of my failure to obtain the necessary approval for the said safety plan.
4. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Safety Specifications as well as the OHSA 1993 Construction Regulations 2003 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Engineer, visitors, and officials and inspectors of the Department of Labour.
5. I hereby confirm that adequate provision has been made in my tendered rates and prices in the Schedule of Quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHSA 1993 Construction Regulations 2003, including the cost for specific items that may be scheduled in the Schedule of Quantities.
1. I hereby confirm that I will be liable for any penalties that may be applied by the Employer in terms of the said Regulations for failure on my part to comply with the provisions of the Act and the Regulations as set out in Regulation 30 of the Regulations.
7. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2003, and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.
8. I am aware of the fact that, should I be awarded the contract, I must submit the notification required in terms of Regulation 3 of the OHSA 1993 Construction

SIGNATURE: DATE:
(of person authorized to sign on behalf of the Tenderer)

Contractor's Health and Safety Plan

The Tenderer shall attach to this page (or submit it separately before commencement of the works – NKOMAZI LOCAL MUNICIPALITY must clarify this issue) the Contractor's Health and safety plan as required in terms of Regulation 5 of the Occupational Health and Safety act 1993, construction regulations 2003.

PREFERENTIAL PROCUREMENT POLICY

The following paragraphs are a direct extraction from the Nkomazi Local Municipality's procurement policy.

Whenever written Tenders are invited by public notice for procurement, sale and letting of assets and for service providers for the provision of services through service delivery agreements, the following preference point systems shall be applied:

1. THE 80/20 PREFERENCE POINT SYSTEM

The following formula must be used to calculate the points for price in respect of Tenders / procurement with a Rand value above R500,000:

$$Ps = 80 \times \left\{ 1 - \frac{Pt - Pmin}{Pmin} \right\}$$

Where:

Ps = Points scored for price of Tender under consideration
Pt = Rand value of Tender under consideration
Pmin = Rand value of lowest acceptable Tender

PREFERENTIAL PROCUREMENT POLICY

According to government gazette no. 9544 - a maximum of 10 points may be awarded to a Tenderer for their B-BBEE status level contribution, in accordance with the table below:

B-BBEE STATUS LEVEL OF CONTRIBUTOR	NUMBER OF POINTS
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0
SUB TOTAL	10

1. CALCULATIONS OF POINTS

Points scored must be rounded off to the nearest 2 decimals.

COMPETENCE ACHIEVEMENT SCHEDULES

NOTICE TO TENDERERS: Service providers are required to score a minimum of 65% (26 Points) on functionality only, in order to be considered for further evaluation. Failure to score the minimum specified percentage for functionality will render the bid to be non-responsive.

TABLE A1: EXPERIENCE, REPUTATION AND REFERENCES

ITEM	SIMILAR PROJECT DETAILS	MAXIMUM POINTS TO BE ALLOCATED	POINTS CLAIMED BY TENDERER	ALLOCATED POINTS
1		2		
2		2		
3		2		
4		2		
5		2		
6		2		
7		2		
8		2		
SUB TOTAL: Experience, Reputation and References		16		

Note: Certified copies of four recommendation letters on letterheads, regarding similar work are required. The following information must be contained in the recommendation letter:

- (i) Description
- (ii) Value
- (iii) Actual Construction period
- (iv) Date completed

TABLE A2: FINANCIAL REFERENCES

Note: Copies of banking details, rating and proof of guarantee must be attached to qualify for points.

ITEM	DESCRIPTION	MAXIMUM POINTS TO BE ALLOCATED	POINTS CLAIMED BY TENDERER	ALLOCATED POINTS
1	Banking details in name of bidder	1		
2	Bank rating of "C" or better with proof	3		
3	Proof of guarantee from a recognized financial Institution/ Cash to the value of 10% of offer	2		
SUB TOTAL: Financial references		6		

TABLE A3: SPECIFIC KNOWLEDGE

Note: Names of various employees occupying the positions below must be stated; CV's and certified copies of qualifications must be attached in order to qualify for points.

ITEM	DESCRIPTION	MAXIMUM POINTS TO BE ALLOCATED	POINTS CLAIMED BY TENDERER	ALLOCATED POINTS
1	Safety Officer with First Aid plus OHSA (Construction Regulations) qualification	5		
2	Site Supervisor which has the NQF 5 qualification. (Five years – Electrification of 11 and 22kV network, Construction experience and should have ORHVS certificate.	6		
3	Company specific safety policy	2		
SUB-TOTAL: Specific Knowledge		13		

TABLE A4: PLANT AND EQUIPMENT

Note: Proof must be provided that equipment is owned by your company/ or Leased.

ITEM	DESCRIPTION	MAXIMUM POINTS TO BE ALLOCATED	POINTS CLAIMED BY TENDERER	ALLOCATED POINTS
1	Construction Vehicles, LVD's	2		
2	Truck with Crane	3		
SUB TOTAL: Plant and Equipment		5		

SUMMARY: COMPETENCE ACHIEVEMENT SCHEDULE

DESCRIPTION			Table number	Maximum points to be allocated	Points claimed by Tenderer	Allocated points
Specific project applicable	Infrastructure of Firm	Experience Similar Projects	A1	16		
		Financial references	A2	6		
		Plant and equipment	A3	5		
		Sub Total (Infrastr. of Firm)		27		

	Project team	Experience of Key Personnel	A4	13		
		Sub Total (Project Team)		13		
	Total (Specific project applicable expertise)			40		

SUPPLY CHAIN POLICY USING 80/20 PREFERENCE POINT SYSTEM

DESCRIPTION		MAXIMUM POINTS TO BE ALLOCATED	POINTS CLAIMED BY TENDERER	ALLOCATED POINTS
PRICE (80 POINTS)	PRICE	80		
	SUB TOTAL	80		
B-BBEE Status (10 POINTS)	B-BBEE STATUS LEVEL OF CONTRIBUTOR	NUMBER OF POINTS	POINTS CLAIMED	POINTS ALLOCATED
	1	20		
	2	18		
	3	16		
	4	12		
	5	8		
	6	6		
	7	4		
	8	2		
	Non-compliant contributor	0		
	SUB TOTAL	20		
TOTAL POINTS		100		

NKOMAZILOCAL MUNICIPALITY

C1.1 Form of Offer and Acceptance

Offer

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

Contract No.NKO56/2021 – SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF ELECTRICAL INFRASTRUCTURE TO RETICULATE 150 HOUSEHOLDS AT SCHULZENDAL NKOMAZIMUNICIPAL

The tenderer, identified in the offer signature block, 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 authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX 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.

Signature Date

Name

Capacity

for the tenderer

(Name and
address of
organization)

.....
Name and
signature

of witness

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 1 to 4 above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the 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 after 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 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 fulfill 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 working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature Date

Name

Capacity

**for the
Employer**

**NKOMAZI LOCAL MUNICIPALITY
Private Bag x 101
Malelane
1320**

Name and

signature
of witness Date

Schedule of Deviations

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

By the duly authorized 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 tender 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.

NKOMAZI LOCAL MUNICIPALITY

C1.2 Contract Data

The General Conditions of Contract for Construction Works (2015)

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

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

It is agreed that the only variations from the General Conditions of Contract 2015 are those set out hereafter under "Special Conditions of Contract".

SPECIAL CONDITIONS OF CONTRACT

GENERAL

These Special Conditions of Contract (SCC) form an integral part of the Contract. The Special Conditions of Contract shall amplify, modify or supersede, as the case may be, the General Conditions of Contract 2015 to the extent specified below, and shall take precedence and shall govern.

The clauses of the Special Conditions hereafter are numbered "SCC" followed in each case by the number of the applicable clause or sub-clause in the General Conditions of Contract 2015, and the applicable heading, or (where a new special condition that has no relation to the existing clauses is introduced) by a number that follows after the last clause number in the General Conditions, and an appropriate heading.

The variations to the General Conditions of Contract are:

SCC1.1Definitions

The definitions contained in Clause 1.1 are hereby amended and/or supplemented as follows:

SCC 1.1.4 "CommencementDate"

• **Add the following:**

"or such other date as specified or stated in a written notice to the Contractor."

SCC 1.1.14 "EMPLOYER" means NKOMAZI LOCAL MUNICIPALITY

SCC 1.1.15 "ENGINEER" means the firm HAMSA CONSULTING ENGINEERS Consultancy or it's authorized representative

SCC 1.1.16 "COMMUNITY LIAISON OFFICER" means the person appointed to liaise with the local community regarding the project and labour related matter

SCC 4.5 Compliance with applicable laws

SCC 4.5.2 Safety

• **Add the following:**

“The Occupational Health and Safety Act No. 85 and Amendment Act No 181 of 1993 and the Construction Regulations 2003 will in all respects be applicable to this contract.”

Replace the term “Safety” with “Occupational Health and Safety”

SCC 6 Subcontracting

SCC 6.2 Subcontracting Part of Contract

• **Add the following:**

“However, the Engineer’s consent in respect of a particular subcontractor may be withdrawn at any time on reasonable grounds being given in writing to the Contractor by the Engineer, in which event the Contractor shall forthwith terminate the employment of that subcontractor. Such withdrawal of the Engineer’s consent shall not invalidate the contract or tendered rates.

SCC 7.1 Guarantee

• **Insert the following before the second paragraph:**

“The Contractor shall deliver the Guarantee before signing of the Form of Acceptance by the Employer and the Schedule of Deviations by Employer and Contractor. Should the Employer allow the Contractor to submit the Guarantee after signing of the Agreement forms, the Engineer shall be empowered to. etc

SCC 10.1 Commencement of the Works

• **Insert the words** “as defined in SCC 1.1.4” **after the words** “The Commencement Date” ..**“in the last line of sub-clause 10.1.**

SCC 14.4 Contractor to be Compensated

For this contract the fees, taxes, levies and other charges to be paid by the Contractor in terms of sub-clause 14.1.1 will not be refunded by the Employer. The cost thereof shall be deemed to be included in the prices tendered for relevant items in the Schedule of Quantities.

SCC 23.7 Cost of Test Specimens and Tests

• **Replace the comma after the word “them” in the last line of sub-clause 23.7.1 with a full stop, and replace the word “and” with the following:**

“The cost of all tests and testing required as part of the Contractor’s own quality control programme, whether particularised or not, shall be deemed to have been allowed for in his tender; and”

SCC 29.3 Identification of Materials

• **Add the following:**

“Materials or equipment allowed by the Engineer to be temporarily stored off-site, on the premises of a manufacturer or supplier, must be stored in separate containers or compartments and must be properly and conspicuously marked and identified to the effect that the Employer is the sole owner of the materials or equipment”.

SCC 37.2 Daywork

“Gross remuneration” referred to in sub-clause 37.2.2.1 shall be the nominal hourly or monthly remuneration actually paid to workmen and foremen before any additions for the Contractor’s contribution to pension, medical aid, housing, tools, unemployment insurance, site allowance etc., and also before any deductions for tax, pension, medical aid, unemployment insurance, etc.

“Net cost of materials” referred to in sub-clause 37.2.2.2 shall be the net invoiced cost of materials after the deductions of all discounts, direct or indirect.

SCC 42 Extension of Time for Completion

Add the following clause to 42.3.2:

Where these conditions are attributable solely to rainfall and the resultant stoppage of work, the Contractor may only make claim for an extension of time for completion where the works item stopped was critical to the date for completion of the whole of the works as indicated by the programme provided in terms of Clause 15(2) and where the aggregated claims exceed the allowances to be made as may be specified in the Contract Documents.

No claims for extension of time for completion on account of time lost on account of inclement weather shall be considered unless the total number of working days actually lost on this account during the contract period is in excess of the total allowable number of working days lost for the same period as calculated from the table hereunder.

RAINFALL STATISTICS

Source of information: The Weather Bureau, Department of Environmental Affairs, Pretoria,

Rainfall Station No. 556/460

Rainfall district : X3C

Period : January to December

MONTH	N _n (days)	R _n (mm)
January	4.0	122
February	3.0	111
March	3.0	90
April	2.0	57
May	1.0	18
June	0.0	11
July	0.0	10
August	0.0	9
September	1.0	32
October	2.0	64
November	3.0	111
December	4.0	133
Annual Average	23.0	768

The actual number of working days lost due to inclement weather during the Contract period shall be determined by mutual agreement between the Contractor and the Engineer.

SCC 42.3

Some reasons for extension of time

• **Add the following to sub-clause 42.3.2 abnormal climatic conditions:**

“Normal rainfall is not regarded as ‘abnormal climatic conditions’ which entitles the Contractor to extension of time. Allowance for normal rainfall shall be deemed to have been made in his tendered rates, prices and programme. Extension of time for abnormal rainfall will be considered as set out in the Project Specification.

• **Replace sub-clause 42.3.5 with the following:**

“Any disruption of labour on a regional or national level due to political unrest, organized mass action or related incidents which is considered to be beyond the Contractor's control.

Any strike within the confines of the Contractor's company, which may affect this project, will be deemed to be within the Contractor's control.

SCC 42.3.6

Any additional statutory holidays proclaimed after the closing date of Tenders over and above the statutory holidays which existed at the time of tendering.”

- SCC 42.4** Relevant Adjustments to General Items
- “In the case of an additional public holiday declared by the State President, a claim for the cost of temporary or hourly-paid workers who would have been actively engaged in the construction work had the day not been declared a public holiday, will be considered by the Employer. Except for proven extra cost, claims for standing time of plant and equipment will not be considered as the cost thereof is deemed to be included in the Contractor's provisional and general items.”
- SCC 48** **Claims Procedure**
- SCC 48.1.4 “Discussions of claims during site meetings and minutes of such discussions shall not be regarded as a claim or notice by the Contractor of his intention to make a claim unless it is supported by a written submission in terms of Clause 48.1.1”
- SCC49.6** 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, or in the employ of the Engineer, a gratuity or reward or commission.
- SCC49.6.1 Replace the term “Bank” with “Bank or Insurance Company”
to 4.9.6.3
- SCC 50.1** **Variations exceeding 15%**
- Amend the percentage from “15” percent to “20” percent in the title and in the Clause.
- SCC55.1.8 A Retention Guarantee must be furnished for the defects liability period.
- SCC 58.3** **Adjudication**
- SCC 58.3.4 The decision of the Adjudicator shall be enforceable with immediate effect as a matter of contractual obligation between the parties. However, if the dispute is still unresolved after Adjudication, the matter shall be referred to arbitration or court proceedings, whichever is applicable in terms of the contract.

Part 1: Contract Data completed by the Employer

1.1.14 **The name of the Employer is NKOMAZI LOCAL MUNICIPALITY**
 Private Bag x 101
 Malelane
 1320

1.2.2

The name of the Engineer is: **Ayanda Nxele**
Hamsa Consulting Engineers

The address of the Engineer is:

16 Pieter Street
Centurion 0157

Telephone: +27 12 665 0861

Cell: 084 896 8466

Facsimile: +27 86 650 6477

The special non-working days are public holidays, Saturdays, Sundays and the days on which the contractor grants the majority of his permanent workforce leave around the 16th of December and the first Monday of the subsequent year.

2.3	The Engineer is required to obtain the specific approval of the Employer before executing any of the following functions or duties: 1. Nominating the Engineer's Representative in terms of cl 2.4. 2. Delegation of Engineer's authority in terms of cl 2.7. 3. Providing consent for subcontracting part of the contract in terms of cl 6.2. 4. The issuing of further drawings or instructions in terms of cl 13.1 5. The issuing of instructions for dealing with fossils and the like in terms of cl 15. 6. Authorizing the Contractor to repair and make good excepted risks in terms of cl 32.2.2. 7. The issuing of a variation order in terms of cl 36.2. 8. Issuing of instructions to carry out work on a day work basis in terms of cl 37.1.4. 9. Granting permission to work during non-working times in terms of cl 38.1. 10. Suspend the progress of the works in terms of cl 39.1. 11. The issuing of an instruction to accelerate progress in terms of cl 40.3. 12. The reduction of a penalty for delay in terms of cl 43.2. 13. The determination of additional or reduced costs arising from changes in legislation in terms of cl 46.4. 14. The giving of a ruling on a contractor's claim in terms of cl 48.5. 15. The agreeing of an extension to the 28 period in terms of cl 48.5.1. 16. The inclusion of credits in the next payment certificate in terms of cl 48.5.2. 17. The agreeing of the adjustment of the sums for general items in terms of cl 50.1.
7	The time to deliver the Form of Guarantee is within 14 days of the Commencement Date. The Form of Guarantee is to contain the wording of the document included in C1.3. The liability for the guarantee shall be for 10% of the Accepted Tender Sum.
10	The Works are to be commenced within 14 days of the Commencement Date.
12.2	The Works programme is to be delivered within 14 days of the Commencement Date.
35.1.1.2.2	The value of the materials supplied by the Employer to be included in the insurance sum is R0-00
35.1.1.2.3	The amount to cover professional fees for repair or reinstatement of damage to the works to be included in the insurance sum is R0-00
35.1.3	The limit of liability insurance is R 1 000 000, 00 per claim.
35.1.4	No additional insurance is required.
37.2.2.3	The percentage allowances to cover overhead charges are 15% .
42.1.1.1.13	The works shall be completed within 3 months exclusive of year end break.
43.1	The penalty for failing to complete the Works is R 1000-00 per Calendar Day
46.2	There will be no Contract Price Adjustment. Rates to be Fixed for the duration of the Contract.
49.1.5	The percentage advance on materials not yet built into the Permanent Works is 80%
49.3	The percentage retention on amounts due to the Contractor is 10% excluding contract price adjustment, contingencies and VAT, and limited to 10% of the Contract price excluding the same.

- 49.3 The limit on retention is 10% of the Contract Price
- 49.6 A Retention Money Guarantee is permitted and compulsory if so required by the Employer
- 53.1 The Defects Liability Period is **12 months** measured from the date of the Certificate of Completion.
- 58.2 Dispute resolution is to be my means of adjudication

Part 2: Data provided by the Contractor

- Clause
- 1.8 The name of the Contractor is.
- The address of the contractor is:
- 1.2.2 Telephone:
Facsimile:
Address(physical):
.....
.....
Address(postal):
.....
.....

46.3 The variation in cost of special materials is:

Special material	Unit on which variation will be determined		Price for base month ex factory, excluding transport, labour or any other costs.
	Containers	Delivered in bulk	

*State unit in appropriate column

NKOMAZI LOCAL MUNICIPALITY

C1.3 Form of Guarantee

Contract No. NKO56/2021 – SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF ELECTRICAL INFRASTRUCTURE TO RETICULATE 150 HOUSEHOLDS AT SCHULZENDAL IN NKOMAZI MUNICIPAL AREA

WHEREAS **NKOMAZI LOCAL MUNICIPALITY** (hereinafter referred to as the Employer”) entered into, a Contract with:

.....
(hereinafter called “the Contactor”) on the day of20....,

For SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF ELECTRICAL INFRASTRUCTURE TO RETICULATE 150 HOUSEHOLDS AT SCHULZENDAL IN NKOMAZI MUNICIPAL AREA

at.....

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

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

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

1. The Employer shall, without reference and / or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the completion date of the works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the completion date which the Employer may make, give, concede or agree to under the said Contract.
2. This guarantee shall be limited to the payment of a sum of money.
3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.
4. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.

2. Our total liability hereunder shall not exceed the Guaranteed Sum of
.....Rand (in words);
R (in figures)

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

7. We hereby choose our address for the serving of all notices for all purposes arising here from as
.....
.....
.....
.....

IN WITNESS WHEREOF this guarantee has been executed by us at
on this day of 20

Signature

Duly authorized to sign on behalf of

Address
.....
.....

As witnesses:

1

2

NKOMAZI LOCAL MUNICIPALITY

**C1.4: AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND
SAFETY ACT No 85 OF 1993**

THIS AGREEMENT is made between NKOMAZI LOCAL MUNICIPALITY

(hereinafter called the **EMPLOYER**) of the one part, herein represented by:.....

.....
in his capacity as:

AND:

hereinafter called the **CONTRACTOR**) of the other part, herein represented by

.....
in his capacity as: duly authorized to sign on behalf of the Contractor.

WHEREAS the **CONTRACTOR** is the Mandatory of the **EMPLOYER** in consequence of an agreement between the **CONTRACTOR** and the **EMPLOYER** in respect of:

**Contract No. NKO56/2021 – SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF
ELECTRICAL INFRASTRUCTURE TO RETICULATE 150 HOUSEHOLDS AT SCHULZENDAL
IN NKOMAZI MUNICIPAL AREA**

.....
.....
for the construction, completion and maintenance of the works;

AND WHEREAS the **EMPLOYER** and the **CONTRACTOR** have agreed to enter into an agreement in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993, as amended by OHSA Amendment Act No 181/1993 (hereinafter referred to as the **ACT**);

NOW THEREFORE the parties agree as follows:

The **CONTRACTOR** undertakes to acquaint the appropriate officials and employees of the **CONTRACTOR** with all relevant provisions of the **ACT** and the regulations promulgated in terms thereof.

The **CONTRACTOR** undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the **ACT** and Regulations: Provided that should the **EMPLOYER** have prescribed certain arrangements and procedures that same shall be observed and adhered to by the **CONTRACTOR**, his officials and employees. The **CONTRACTOR** shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.

The **CONTRACTOR** hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the **ACT** and Regulations, and the **CONTRACTOR** expressly absolves the **EMPLOYER** and the Employers **CONSULTING ENGINEERS** from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and *procedures in respect of the work included in the contract*.

The **CONTRACTOR** agrees that any duly authorized officials of the **EMPLOYER** shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the **CONTRACTOR** has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the **CONTRACTOR**, or to take such steps it may deem necessary to remedy the default of the **CONTRACTOR** at the cost of the **CONTRACTOR**.

The **CONTRACTOR** shall be obliged to report forthwith to the **EMPLOYER** any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Thus signed at for and on behalf of the **CONTRACTOR**, on this

the.....day of.....20.....

SIGNATURE:

NAME AND SURNAME.....

CAPACITY:

WITNESSES:

1.
2.

Thus signed at for and on behalf of the **EMPLOYER** on this the

..... day of20.....

SIGNATURE:.....

NAME AND SURNAME

CAPACITY:

WITNESSES:

1.
- 2.....

PRO FORMA NOTIFICATION FORM IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT 1993, CONSTRUCTION REGULATIONS 2003

[In terms of Regulation 3 of the Construction Regulations 2003, the successful Tenderer must complete and forward this form prior to commencement of work to the office of the Department of Labour.]

1. (a) Name and postal address of Contractor:
.....
(b) Name of Contractor's contact person:
Telephone number:
2. Contractor's compensation registration number
(a) Name and postal address of client:
.....
(b) Name of client's contact person or agent
Telephone number.....
3. (a) Name and postal address of designer(s) for the project:
.....
(b) Name of designer's contact person:
Telephone number
4. Name of Contractor's construction supervisor on site appointed in terms of Regulation 6(1): Telephone number.....
5. Name/s of Contractor's sub-ordinate supervisors on site appointed in terms of regulation 6(2).
6. Exact physical address of the construction site or site office:
.....
8. Nature of the construction work:
9. Expected commencement date:
10. Expected completion date:
11. Estimated maximum number of persons on the construction site:
12. Planned number of subcontractors on the construction site accountable to Contractor:
13. Name(s) of subcontractors already chosen
.....

SIGNED BY:

CONTRACTOR:..... DATE:.....

CLIENT: DATE:.....

NKOMAZILOCAL MUNICIPALITY

C2.1 Pricing Instructions

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

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

%	=	percent
h	=	hour
ha	=	hectare
kg	=	kilogram
kl	=	kilolitre
km	=	kilometre
km-pass	=	kilometre-pass
kPa	=	kilopascal
kW	=	kilowatt
l	=	litre
m	=	metre
mm	=	millimetre
m ²	=	square metre
m ² -pass	=	square metre-pass
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
MN	=	meganewton
MN.m	=	meganewton-metre
MPa	=	megapascal
No.	=	number
Prov sum	=	Provisional sum
PC sum	=	Prime Cost sum
R/only	=	Rate only
sum	=	lump sum
t	=	ton (1000 kg)
W/day	=	Work day

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 in these Bills of Quantities are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described 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 will 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 these Bills 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.stanza.org.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 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 Bills 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 these Bills of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities.
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 these Bills 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 Bills of Quantities are abbreviated and comply generally with those in the SABS 1200 Standardized Specifications.
12. Those parts of the contract to be constructed using labour-intensive methods have been marked in the Bills of Quantities with the letters LI in a separate column filled in against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour intensive specification in the Scope of Works.
12. Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour- intensive methods. Any unauthorized use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.

NKOMAZI LOCAL MUNICIPALITY

C2.2 BILL OF QUANTITIES

[illegible]

	Compliance with Safety Requirements as set out in the OHS Act. This will include a safety plan, the holding of all safety meetings.	Sum			1				
	Appointing of safety representatives, the co-ordination of all safety requirements including sub-contractors.	Month			3				
	Additional Items								
	Transport and off-loading of equipment and material to site	Sum			1				
	Recoverable (i.e. Drawings)	Sum			1				
SUB-TOTAL									
C	Digging Holes	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	
1	LV stay back-actor or hand	ea.	50		50				
2	Soft rock	ea.							
3	Hard rock	ea.	6		6				
4	MV stay back-actor or hand	ea.	21		21				
5	Soft rock	ea.							
6	Hard rock	ea.	3		3				
7	7m Pole back-actor or hand	ea.	37		37				
8	Soft rock	ea.							
9	Hard rock	ea.	4		4				
10	9m Pole back-actor or hand	ea.	104		104				
11	Soft rock	ea.							
12	Hard rock	ea.	11		11				
13	11m Pole back-actor or hand	ea.	19		19				
14	Soft rock	ea.							
15	Hard rock	ea.	2		2				
16	12m Pole back-actor or hand	ea.	6		6				
17	Soft rock	ea.							
18	Hard rock	ea.	1		1				
19	13m Pole back-actor or hand (14m & 16m Poles)	ea.							
20	Soft rock	ea.							
21	Hard rock	ea.							

SUB-TOTAL									
D	Plant poles	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	
1	7m Wood 120-140mm tops	ea.							
2	9m Wood 140-160mm tops	ea.							
3	9m Wood 160-180 mm tops	ea.	103		103				
4	10m Wood 160-180mm tops	ea.							
5	10m Wood 180-200mm tops	ea.							
6	11m Wood 160-180mm tops	ea.	4		4				
7	11m Wood 180-200mm tops	ea.	12		12				
8	12m Wood 180-200mm tops	ea.	5		5				
9	13m Wood 180-200mm tops	ea.							
SUB-TOTAL									
E	HV Structures	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	
	DUAL PHASE								
1	Int ass delta 0 deg 1340	ea.							
2	Strain ass delta (0 deg)	ea.							
3	Int ass stag vertical (0 deg)	ea.							
4	Strain ass delta (0-30 deg)	ea.							
5	Strain ass delta (30-60 deg) 1344	ea.							
6	Terminal delta 1346	ea.							
7	T-off ass int-delta 1814	ea.							
8	T-off ass str-delta	ea.							
9	T-off ass int vert	ea.							
10	Strain ass vert (1-30 deg)	ea.							
11	Strain ass vertical (30-90 deg)	ea.							
12	Terminal ass vert	ea.							
13	In-line strain vert	ea.							
14	T-off ass strain vert	ea.							
SUB-TOTAL									
	THREE PHASE MV STRUCTURES	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	
1	Int ass delta 0 deg - 1740	ea.							
2	Int ass vertical (1-10 deg) - (1711 & 1712 Not to be used)	ea.							
3	Int ass stag vertical (0 deg)3ph - 1710	ea.	5		5				
4	Strain ass delta (0 deg) -1743	ea.							

5	Strain ass delta (1-60 deg) - 1744	ea.							
6	Terminal delta - 1746 & 1749	ea.							
7	T-off ass int-delta - 1804	ea.							
8	T-off ass str-delta	ea.							
9	T-off ass int vert - 1801	ea.	4		4				
10	Susp ass vert (10-30 deg) - 1714	ea.	3		3				
11	Strain ass vertical (30-90 deg) - 1715	ea.							
12	Terminal ass vert - 1716	ea.	4		4				
13	In-line strain vert - 1713	ea.	5		5				
SUB-TOTAL									
F	MV Stays	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	
1	1 Off conv anchor	ea.	24		24				
2	1 Off flying stay	ea.							
3	1 Off strut pole 11m	ea.	5		5				
SUB-TOTAL									
G	LV Structures	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	
1	Int / susp (0-30 deg)	ea.	53		53				
2	Intermediate service	ea.							
3	Strain (0-60 deg)	ea.	5		5				
4	Strain (60-90 deg)	ea.	10		10				
5	Terminal	ea.	31		31				
6	T-off from interm	ea.	12		12				
7	T-off from strain	ea.							
8	Cross int-int ass	ea.	2		2				
9	Cross int-strain ass	ea.	53		53				
SUB-TOTAL									
H	LV Stays	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	
1	1 Off conv anchor	ea.	56		56				
2	1 Off flying stay	ea.							
3	1 Off strut pole 7m	ea.	24		24				
SUB-TOTAL									
I	Service Boxes	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	

1A	Box, Pole Top Split Meter: 2 Way	ea.	0		0				
2B	Box, pole Top Split Meter: 4 Way	ea.	74		74				
3C	Padlock, 40mm Viro lock for pole boxes	ea.	74		74				
SUB-TOTAL									
J	Stringing	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	
1	Hare conductor	m							
2	Fox conductor	m							
3	Mink conductor	m	3000		3000				
4	35 mm sq ABC 1-ph	m							
5	35 mm sq ABC 2- ph	m							
6	35 mm sq ABC 3-ph	m	2256		2256				
7	70 mm sq ABC 1-ph	m							
8	70 mm sq ABC 2-ph	m							
9	70 mm sq ABC 3-ph	m	1831		1831				
10	MV Fox full tension joint	ea.	30		30				
11	LV joint 35 mm full tension	ea.							
12	LV joint 70 mm full tension	ea.	3		3				
SUB-TOTAL									
K	Transformer Installation	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	
	Transformers: 22kV - Off Line								
1	200kVA x 3 Ph (1 off) - new	ea.							
2	200kVA x 3 Ph (1 off) - relocate	ea.							
3	100kVA x 3 Ph (2 off) - relocate	ea.							
4	100kVA x 3 Ph (2 off) - new	ea.	3		3				
5	50kVA x 3 Ph (0 off) - relocate	ea.							
6	50kVA x 3 Ph (0 off) - new	ea.	1		1				
7	32kVA x 2 Ph (0 off) - new	ea.							
8	25kVA x 3 Ph (0 off) - new	ea.							
9	25kVA x 3 Ph (0 off) - relocate	ea.							
10	16kVA x 1 Ph (1 off) - relocate	ea.							
11	16kVA x 1 Ph (1 off) - new	ea.							
12	Sundry items to install 16KVA x 2ph trf	Lot							
13	Sundry items to install 32KVA x 2ph trf	Lot							
14	Sundry items to install 50 & 100KVA x 3ph trf	Lot	4		4				

15	Sundry items to install 200KVA x 3ph trf	Lot							
SUB-TOTAL									
	LV Protection Morsdorf type fuses	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	
1	63 A	ea.							
2	80A Single phase (16kVA)	ea.							
3	80A 2 Dual phase (32kVA)	ea.							
4	80A Three phase (50kVA)	ea.	2		2				
5	125A	ea.							
6	160A Three phase (100kVA)	ea.	6		6				
SUB-TOTAL									
L	Installation Earthing	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	
1	MV Earthing (Type 1 crowfoot)	ea.	4		4				
2	LV Earthing (Type 1 crowfoot)	ea.	8		8				
3	Bonding	ea.	21		21				
SUB-TOTAL									
M	Pole Numbering	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	
1	MV pole number	ea.	21		21				
2	LV pole number	ea.	103		103				
SUB-TOTAL									
N	Commissioning	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	
1	Test & commission trsf and MV equipment	ea.	4		4				
O	Other	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	
1	Link assembly (On-load) per phase	ea.							
2	Link assembly (Off load) per phase	ea.	9		9				
3	Drop-out fuses three phase MV	ea.	4		4				
4	Drop-out fuses dual phase	ea.							
5	Sample line /Material Board	sum							
6	Voltage Regulator 3 can	ea.							
7	Stats Metering	ea.							
8	Remove existing poles	ea.			1				
9	Remove existing conductor	m							

10	Remove existing stay	ea.							
11	Remove existing transformer	ea.							
12	Remove existing dressing	ea.							
13	Ant-clim device	ea.	36		36				
14	Labelling of equipment	ea.	36		36				
14	Tree felling (trunk diameter > 300mm)	ea.	5		5				
15	Nulec Auto Recloser	ea.							
SUB-TOTAL									
P	House Connections	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	
1	Underground connection (Trenches supplied by others)	ea.							
2	Overhead connection	ea.	150		150				
3	Supply Split Meter, fixing rails and plug	ea.	150		150				
4	Supply Split Meter Ready board	ea.	150		150				
5	Supply 60A ED (no internal ELPU)	ea.							
6	Sealing of meters	ea.	150		150				
7	COC certificates	ea.							
8	COC Certificate ECA version	ea.	150		150				
9	Supply and install additional 20A circuit breakers for each connection	ea.	150		150				
10	Marketing for connections	ea.	150		150				
11	Capture and upload of customer data new & Existing	ea.	150		150				
12	GPS co-ordinates	ea.	150		150				
SUB-TOTAL									
Q	Excavate and plant poles	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	
1	5m Wood 80-100 mm tops	ea.							
2	Soft rock	ea.							
3	Hard rock	ea.							
4	7m Wood 120-140 mm tops	ea.	41		41				
5	Soft rock	ea.							
6	Hard rock	ea.							
7	Shack pole Dressing	ea.	41		41				

ELECTRIFICATION OF SCHULZENDAL				
Item	Description	Amount		
		Materials	Labour	Total Price
A	Preliminaries & General	R -	R -	R -
C	Digging Holes	R -	R -	R -
D	Plant poles	R -	R -	R -
E	HV Structures	R -	R -	R -
F	MV Stays	R -	R -	R -
G	LV Structures	R -	R -	R -
H	LV Stays	R -	R -	R -
I	Service Boxes	R -	R -	R -
J	Stringing	R -	R -	R -
K	Transformer Installation	R -	R -	R -
L	Installation Earthing	R -	R -	R -
M	Pole Numbering	R -	R -	R -
N	Commissioning	R -	R -	R -
O	Other	R -	R -	R -
P	House Connections	R -	R -	R -
Q	Excavate and plant poles	R -	R -	R -
R	Conductor	R -	R -	R -
S	Other	R -	R -	R -
		R -	R -	R -
Total excl. VAT				R -
Contingency @ 10%				R -
Subtotal 1				R -
VAT @ 15%				R -
Grand Total incl. VAT				R -

NKOMAZI LOCAL MUNICIPALITY

C3 Scope of Work and Project Specification

1 DESCRIPTION OF THE WORKS

1.1 Employer's objectives

The employer's objectives are to deliver public infrastructure using labour intensive methods. Part of the installation works on site will require labour intensive methods e.g. excavations, trenching, pole planting and backfilling.

The project is planned for a construction duration of three months to be completed.

1.2 Overview of the works

This specification covers the Overhead Electrification of 150 Households in accordance with Eskom standards and specifications.

Labour-intensive works comprise the activities described in SANS 1921-5, *Earthworks activities which are to be performed by hand*, and its associated specification data. Such works shall be constructed using local workers who are temporarily employed in terms of this Scope of Work.

1.3 Extent of the works

The *Contractor shall* provide all Plant and Materials - except the material under Plant and Materials which the *Employer* will provide – Equipment and labour for the whole of the *works*, which includes:

Temporary work

Clear the right of way and campsites, in order to erect the necessary site offices, own accommodation facilities, sanitary units, bulk water containers, site store, etc.

The works also include the clean-up of site camp and site store, as well as transportation of excess material not used, back to the stores.

Permanent work

- Install new Mink conductor in accordance with the Distribution Standard.
- Position all poles and any stays associated with a particular structure, using the services of an Eskom approved registered surveyor.
- Excavate pole, stay and strut holes, erect wooden poles, stays and struts and backfill and compact pole, stay and strut holes in layers of 300mm.
- Install MV and LV stays in accordance with the Distribution Standard. Percussion stays may be used on condition that an approved sub-contractor performs the supply and installation of the stays. Pre-tension certificates are supplied per stay. Pre-tensioning are done on all stays as specified in the Distribution Standard.
- Assemble the MV structures as well as the Aerial Bundle Conductor LV structures according to the Distribution Standards. Wooden poles of 9m, 11m and 12m are used and structures are single-pole design. Only LV ABC sizes 35mm/70mm 4 core are to be utilized.
- Assemble and install the MV Links according to Distribution Standards. (Refer to Drawing for positions)
- Run out and string bare overhead line conductor (ACSR), code name Mink.
- Install the transformers, including MV Surge Arrestors, LV fuse protection units. Pole mounted 22kV/415V three phase transformers as indicated in drawing. 50kVA/100kVA. (Also refer to Bill of Quantities)

- Excavate trenches to a depth of at least 500mm for type 1 MV and LV three-point star earth electrodes, install electrodes and backfill and compact on completion.
- Install pole top distribution boxes complete with one pigtail bolt and one eye nut per distribution box.
- Connect pole top boxes to LV feeders with phasing as indicated on drawing.
- Test and commission Infrastructure.
- Excavate 5 m/ 7m pole holes where 5m /7m service poles is necessary, erect 5m and 7m wooden poles, backfill and compact pole in layers of 300mm.
- Install 150 Meters inside the Pole Top Box
- Connect the house DB/Ready board and keypad to Pole Top Box via overhead 10mm 2 core Airdac, according to Distribution Standards.
- Test and commission House Connections and issue COC's.
- Produce as build drawings by a qualified (Eskom approved Surveyor) complete with a comprehensive PCS data.
- Signage and Pole numbering, Detailed specification to be requested from Engineer.
- The work will be taken over by the *Eskom* on completion.

Restrictions in Providing the Works

Visit every resident and arrange access for mid-block electrification where required.

Treat residents in a courteous, friendly, and polite manner and keep them informed of changes to the required access.

Foster close relationships with recognized community structures.

Staff other than key *Contractor*-staff is employed from the local community.

Definition of Completion

The *works* are to be completed in accordance with the specifications in all respect and taken-over by the *Employer*, except cleaning of the *site* and breaking of camp which may be done within 1 week after Completion

1.3.1 MATERIAL & EQUIPMENT SPECIFICATIONS

1.3.1.1 GENERAL

The Developer shall erect the MV and LV overhead line reticulation systems in accordance with Eskom's Electrification Standards (Wood Structures). The internal MV distribution systems shall comprise of "Mink" aluminium conductor steel reinforced configuration on 12m, 11m or 9m wooden poles and shall be built to 22kV specifications.

The LV distribution systems shall comprise an aerial bundled conductor (ABC) system, of the supporting core type mounted overhead on either 7 or 9 meter wooden poles. LV distributor spurs

shall extend within a radius of approximately 500m from transformer positions depending on individual voltage drop requirements. LV distributor spurs shall share pole structures with the MV system where these follow parallel routes providing clearance of LV can be achieved.

Transformers shall be of the pole mounted type suitably rated to serve anticipated individual LV distributor loads and shall be of the SABS 780 type. All materials supplied by the Developer shall conform with Eskom's Buyer's Guide (Part 9 of DT Standard).

1.3.1.2 MV OVERHEAD LINE

The MV overhead feeder system shall comply with the requirements of Eskom's Distribution Technology, Electrification Standards and Guidelines as and where applicable for an urban concrete pole reticulation system.

a)		Conductor
Type	:	Aluminium conductor steel reinforced.
Code Name	:	Mink/Mink-see Bill of Quantities/drawings
Mass	:	85kg/km / 149kg/km
Ultimate tensile strength	:	7 900 / 13 200 Newtons
Max working tension	:	@ -5°C + wind 5 240 / 8760 Newtons.
Mounting	:	See structure codes on drawings.

The maximum working tension may be exceeded only during the construction stages when the conductors are to be "over-tensioned" to 1.05 x MWT for a period of not less than 8 hours nor longer than 24 hours after which the tension is to be reduced to a figure not to exceed the stated maximum working tension of the conductor concerned.

b) Poles	
Pole type	- Wood
Pole lengths	- 7m for LV distributor 9m for LV road crossing, 11m and 12m for MV Line
Planting depth	- 1.5 , 1.8 and 2m respectively
Pole marker	- painted - black on yellow background.
c) Stays	
Type	- Fiber glass for MV and Porcelain of LV
Rods	- M20 - 2000 long
Base plate	- 380 x 380 x 6 galvanized
Staywire	- 7/4mm, 1100 MPA - galvanized
Planting depth	- 2m

Stays are indicated on the drawings by means of the structure codes.

d) Flying Stays

Flying stays shall be installed in the positions indicated on the drawings by the structure codes. Anchor poles shall be as specified for the line structures and of sufficient length to ensure the required ground clearance. Overhead staywire shall be 7/4.00mm as specified for stays.

e) Struts

Struts shall be installed in the positions indicated on the drawings by the structure codes. Strut poles shall be as specified for the line structures. Line structure poles shall be fitted with suitable ground anchors at all strut positions. Struts shall be fitted with barbed wire anti climbing devices.

f) Insulators, Line Clamps and Other Line Components, Pole Dressing Hardware etc.

All in accordance with Eskom's Distribution Reticulation Technology, Electrification Standards and Guidelines with particular reference to the detailed material take off sheets provided for the various line structures.

g) Sags and Tensions

The Developer shall provide suitable dynamometer sighting rods or other approved apparatus necessary for proper checking of the work. Dynamometers shall be calibrated in kg or kN.

h) Surge Arrestors

Surge arrestors shall be of the metal oxide outdoor hermetically sealed, vertical base mounted type, rated at 22kV or 22kV, 10kA impulse current.

i) Sectionalizers

Dropout fuses shall be provided for each transformer zone.

1.3.1.3 POLE MOUNTED TRANSFORMERS

Transformers shall generally comply with the following details:

Situation	:	Outdoors
Mounting	:	Suitable for single pole structure
Type	:	SABS 780
kVA rating	:	200/100/50 (as indicated on drawings)
No load voltage ratio	:	11000/415/231 volt
Vector group	:	Dyn 11
Parallel operation	:	Not required
MV & LV connections	:	External bushings with suitable insulated connections.

The transformers shall connected on the MV side through the use of links/or fuses as indicated on the drawings.

1.3.1.4 LV ABC OVERHEAD LINES

LV ABC overhead lines shall comply with the requirements of Eskom's Distribution Reticulation Technology, Electrification Standards and Guidelines as and where applicable. The LV ABC system may share pole structures with the MV system wherever these follow parallel routes.

a) LV Aerial Bundled Conductor

System Detail	- 415/231 volt, 3 phase, 4 wire, 50 Hz
Type ABC	- Bare Neutral ABC in accordance with SABS 1418

The following ABC sizes are to be utilized (alluminium conductors).

Ultimate strength		
(54.6 BN supporting core)	- 16 600 N	1690 kgf
Max working tension		
(54.6 BN supporting core)	- 6640 N	676 kgf

The ABC shall be installed in strict accordance with the manufacturer's recommendations and so as to ensure that the statutory clearances as specified in the Eskom Distribution Standard are maintained at all times. The Contractor shall submit details of terminations to be used to the Engineer for his approval before installation of the bundle.

b) Poles

Pole type	Wood
Pole lengths	7m/9m
Planting depth	1.3m/1.5m respectively
Pole marker	Black painted letters on yellow background.

c) Stays

LV stays for wooden poles in the Eskom Distribution Standard. Stays are indicated on the drawings by means of the structure codes.

d) Flying Stays

LV flying stays for wood poles in the Eskom Distribution Standard and indicated on the drawings by means of the structure codes.

e) Struts

Strut are as detailed for the MV system described in Clause 3.5

f) Line Clamps, Connections, Pole Dressing and Mounting Hardware

All in accordance with Eskom's Distribution Construction Standards.

i) Connectors

Connectors shall be of the insulation piercing type for main and tap conductors, except for the bare neutral when a double PG clamp will be utilized.

The connector housing shall be made entirely of weather resistant plastic materials. No metallic parts outside the housing will be accepted (except for the tightening bolt).

The tightening bolt shall incorporate an over torque shearing head which will allow a clamping torque in conformity with the manufacturer's recommendations, without the use of any special tools.

No energised parts shall be exposed or accessible by the operators during installation.

ii) Mounting brackets

All mounting hardware shall comply with the Eskom Distribution Standard for bare neutral ABC.

Suspensions bracket max. Vertical load - 700 daN

Strain clamps max. horizontal load - 1500 daN

Brackets are to be manufactured from corrosion resistant materials. Galvanized steel brackets are not acceptable.

g) Sags and Tensions

Sags and tensions are as detailed for the MV system described in Clause 3.2.3(g)

h) Surge Arrestors

No surge arrestors are required on the LV system. A 6kV, 10kA impulse surge arrestor will be provided on the LV neutral of the transformer.

1.3.1.5 CIVIL INFRASTRUCTURE

The Contractor shall provide the following excavations.

a) Pole holes as required for both MV and LV overhead line systems.

Pole excavations	:	5m	-	1200 long 1000 wide 1000 deep
		4m	-	1200 long 1000 wide 1000 deep
		7m	-	1200 long 1000 wide 1300 deep
		9m	-	1200 long 1000 wide 1500 deep
		10m	-	1200 long 1000 wide 2470 deep

11m	-	1200 long 1000 wide 2470 deep
12m	-	1200 long 1000 wide 2000 deep

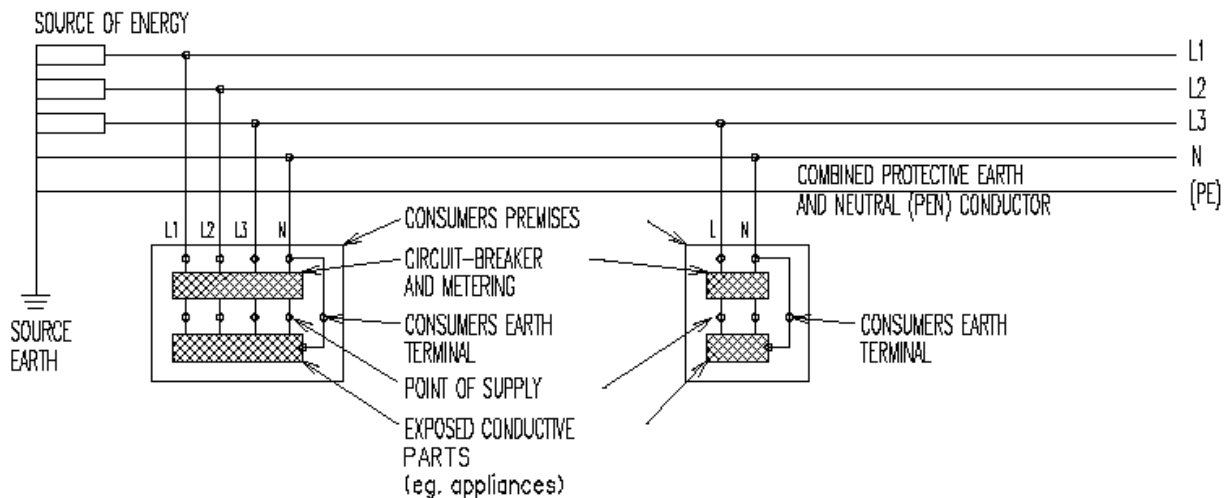
- b) Strut and stay holes as required for both MV and LV overhead line systems. Strut and stay excavations: 2000 long 1000 wide 1700 deep
- c) Trenching for structure and operator earthing systems.
Trench excavation: 300 wide, 600 deep.

1.3.1.6 CLEARANCES

Eskom Standards as well as Occupational Health and Safety Act shall be adhered to. The overhead line routes require a number of both MV and LV crossings over roads. Correct clearance heights as specified in the Eskom Distribution Standard shall be adhered to. Annexure R details clearance requirements.

1.3.1.7 EARTHING

In accordance with Eskom Distribution Standard Part 2, with particular reference to: Earthing system philosophy TN -C - S.



Results of soil resistivity survey at 2 points.
Min Cu area : 16mm² stranded
12mm² solid

- Low Voltage
 - 11 kV system : 30 Ohms
 - 22 kV system : 70 Ohms
- Medium Voltage
 - 22kV system : 30 Ohms
 - 22kV system : 30 Ohms

NB. : The extent of earthing must be indicated on the Design, Construction and " As Built " drawings.

Allowance shall be made for the supply and installation of the various earthing requirements as listed hereunder.

- a) Bonding all pole top and/or cross-arm hardware
- b) Basic pole earthing - MV and LV systems. (All structures not listed below).
- c) Pole mounted transformer tank and MV surge arrestors.
- d) Pole mounted transformer LV neutral.

- e) LV ABC at first structure from transformer.

1.3.1.8 BUDGET ENERGY CONTROLLERS

60A ED's will be supplied in accordance with Eskom's Specification.

1.3.1.9 POLE TOP BOXES

A pole-top distribution box shall be used to connect all customers from poles along the LV distributor. The pole-top distribution box shall be in accordance with SCSSCAAH3. The 4 x 63A MCB inside the pole-top box can be used to connect four customers with 60 A supplies.

The pole top distribution boxes are to comply with the requirements of Eskom's Distribution Reticulation Technology, Electrification Standard as and where applicable.

- (a) Four way distribution boxes are to be equipped with 1 x 63A circuit breaker. Meter will be installed inside the pole top box.

The 10mm² core of the service cable shall be used to supply the 63 A MCB from the 50 A MCB as indicated in drawing D-DT-0363. Where a project consists of only 60A connections a pole-top box with a 4 x 63A MCB shall be used. The pole-top box shall be secured to the pole stainless steel strapping D-DT-3131.

1.3.1.10 INTERNAL HOUSE INSTALLATION

All houses shall be connected by supplying a keypad and the Ready Board inside the house. It is the responsibility of the consumer to wire the house as per the requirement before the COC is issued.

1.4 CLEARANCE BETWEEN MV AND LV CONDUCTORS

The line profile for the 22kV line will satisfy the clearances given in the Occupational Health and Safety Act, Act No. 85 of 1983 (OHSA) detailed in the following table. Refer to the Construction Handbook for the minimum vertical clearances of power lines at maximum sag and swing.

Section 15 of the Electrical Machinery Regulations of the OHS Act specifies the minimum clearances between bare conductors and other conductors and objects. This is the minimum distance that must be maintained in all conditions up to a conductor temperature of 50 degrees centigrade and wind pressure of 500Pa. It is assumed that the lower conductor is at ambient temperature during design to establish this clearance.

(a) Table 1. Minimum clearances for bare OH MV lines

Maximum phase-to-phase voltage (kVrms)	Clearance to ground A- Outside town B- Inside town	Above roads and railway lines	Clearance to communication lines and other power lines	Clearance to buildings and structures not forming part of power lines
1,1 or less	A - 4,9m B - 5,5m	6,1m	0,6m	3,0m
7,2	A - 5,0m B - 5,5m	6,2m	0,7m	3,0m
12	A - 5,1m B - 5,5m	6,3m	0,8m	3,0m
24	A - 5,2m B - 5,5m	6,4m	0,9m	3,0m

MV line crossing an LV line

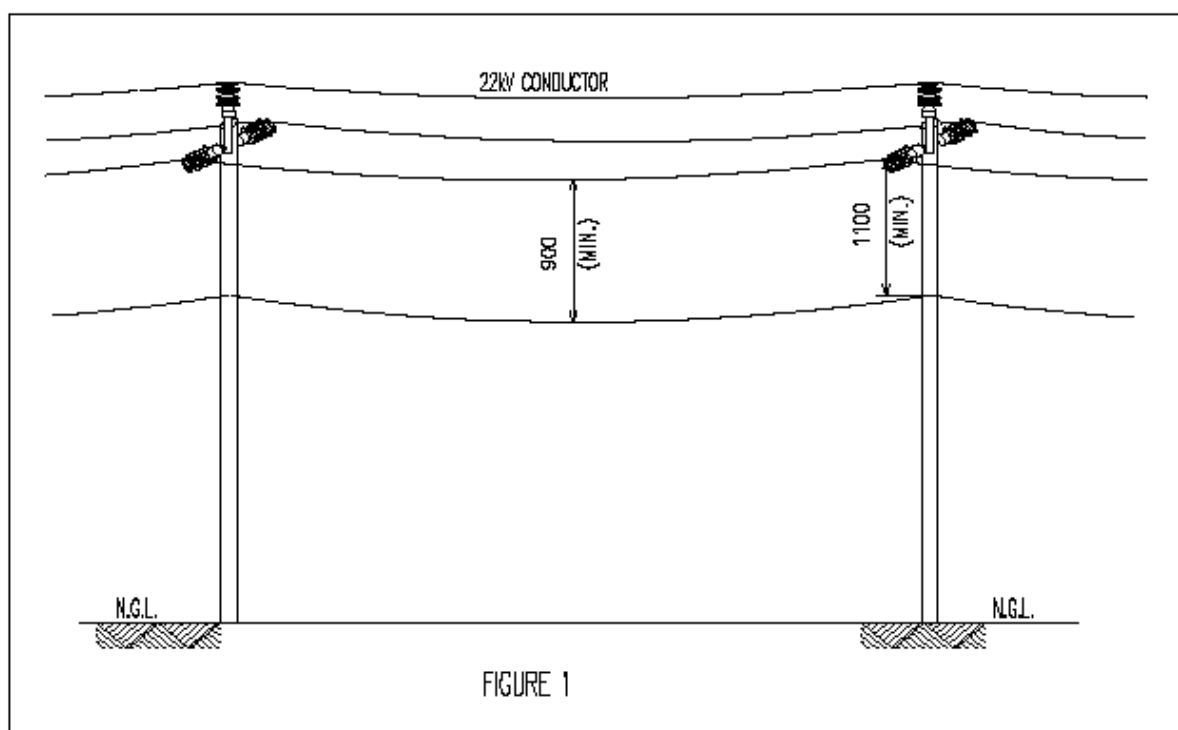
In the case of a MV line crossing a LV line then the spacing of column 6 of the table should be complied with under the conditions specified. For a 22kV line over a LV line the clearance is thus 900mm minimum. Should however a structure supporting the LV line be beneath the MV lines then the clearance between the **MV conductors** and the **LV structure** should be as per column 7 i.e. 3m.

This is to provide a safety distance that will allow work to be carried out on LV equipment on the structure in addition to the minimum safety clearance.

Normal work to be carried out on the power line (e.g. planting/replacing the pole, stringing, tensioning or replacing conductor) will require the isolation and earthing of the MV line in accordance with OPR 6204 (ORHVS) regulation 5.03.

Shared structures

In the case of a set of structures being used to support both MV and LV lines then the clearances in column 6 are used to comply with the Act. For LV conductor running under 22kV conductors on the same structures the minimum clearance to satisfy the Act will be 900mm. The Distribution Standard specifies a minimum spacing between the MV and LV conductors of 1100mm at the attachment point to ensure that the requirement in the Act is met.



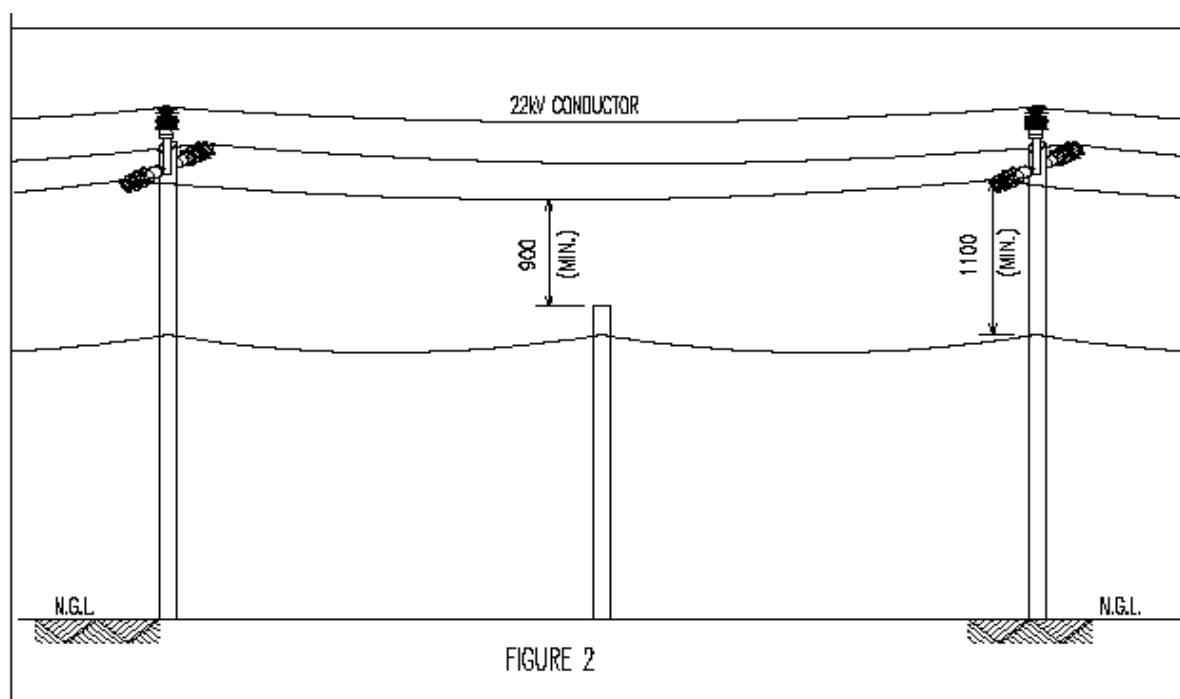
Work is able to be carried out on LV equipment on this structure and still maintain the minimum working clearance, e.g. disconnecting, connecting, inspecting or installing a customer service connection, pole top box or streetlight. This is illustrated in figure 1. Normal work to be carried out on the power line (e.g. planting/replacing the pole, stringing, tensioning or replacing conductor) will require the isolation and earthing of the MV line in accordance with OPR 6204 (ORHVS) regulation 5.03.

Semi shared structures

For the case of a LV line running beneath a MV line where the line structures do not all support the MV line then it has been agreed with the Inspector that the spacing as in column 6 will apply. This clearance will apply to the conductors at the common support structures and within the span. At structures only supporting the LV conductors and LV equipment, then the clearance will apply between the MV conductor and the top of the LV structure. Again this clearance is to be the minimum clearance under the case of the MV conductor at 50 degrees centigrade. This is shown in figure 2.

It is further stipulated by the Inspector that, should work be carried on these LV power lines e.g. planting/replacing the pole, stringing, tensioning or replacing conductor, the MV line above the structure should be isolated in accordance with OPR 6204 (ORHVS) regulation 5.03. Disconnecting, connecting, inspecting or installing a customer service connection, pole top box or streetlight on this pole will be carried out in the same way as would be done on a shared structure.

It must be noted that this DHO does not intend to restrict work in terms of the standard practices provided for in OPR 6204 (ORHVS) Regulation 5.03.6.3 – Work in close proximity or, OPR 6204 (ORHVS) Section 7 – Live Work. This implies that certain work on the power line (LV or HV) can commence with both systems alive utilizing prescribed live work techniques.



2. CLEARANCES FOR EQUIPMENT MOUNTED ON POWER LINE STRUCTURES

Section 15 is concerned with the safety of people by placing live conductors out of reach. It is not concerned with equipment or performance of the system. It is concerned with the clearances between a live conductor and another circuit's conductor or other places that a person may occupy. It does not apply to conductors of the same power line. It does not cover all possible configurations. It does not apply for clearances to insulated systems such as LV ABC, insulated services or MV cables.

Table 1, column 2 gives a minimum safety clearance for each system voltage. This is the minimum distance to an energized conductor that a person may approach with reasonable safety. There is a reasonable safety margin built into these distances to ensure that there will be a low probability of breakdown of the air between the conductor and a person at this distance.

The determination of clearances for specific cases is based on the determination of an "object" space, which is added to the electrical clearance. As an example the clearances given in column 3, minimum clearance to a power line above ground outside townships, is based on an object space of 4.9m. The object in this case is the largest vehicle that will normally pass under the power line. This 4.9m object clearance is added to the electrical clearance of 0.3m at 22kV to give the 5.2m clearance for a 22kV power line.

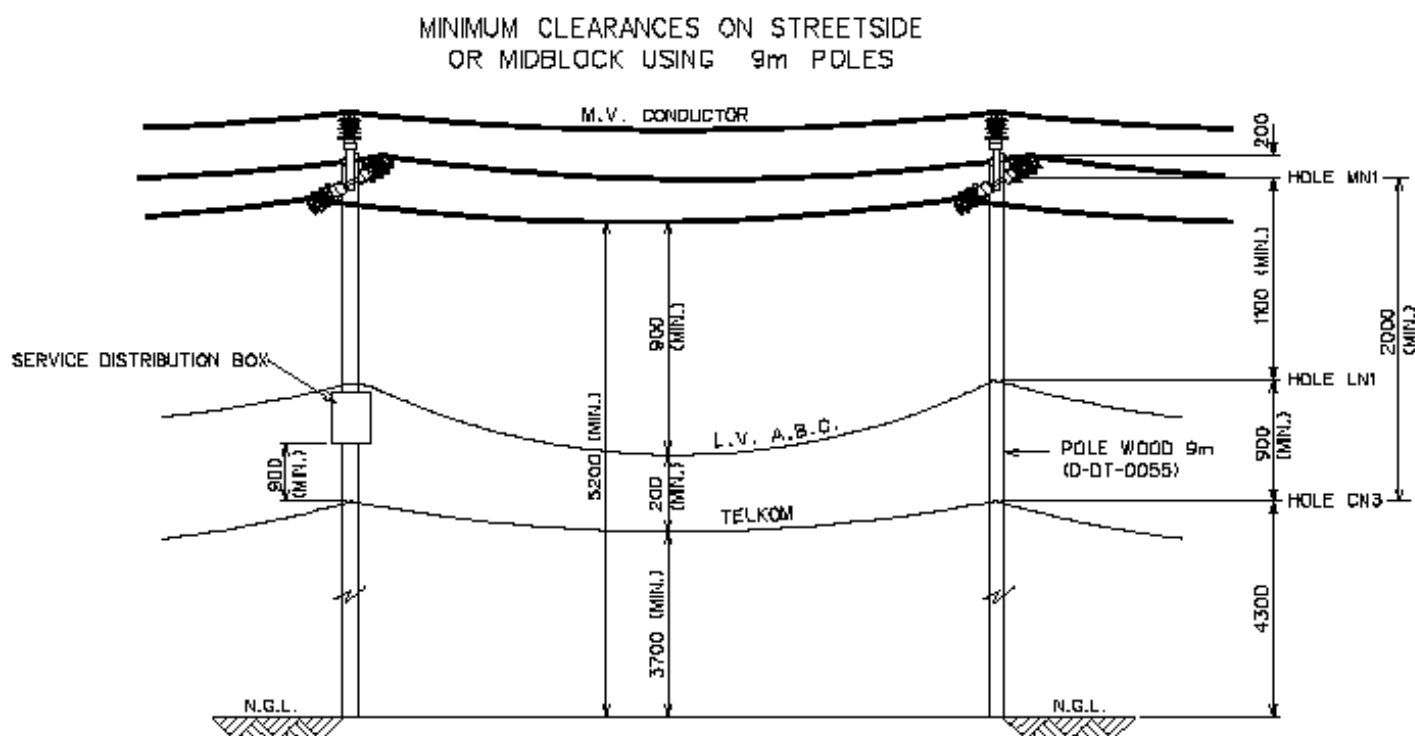
Equipment on power line structures

Table 2: Minimum clearance for live terminals of equipment mounted on line structures

MAXIMUM RATED PHASE TO PHASE VOLTAGE	b) MINIMUM CLEARANCE IN METERS	
1.1 or less	-	3.6
7.2	0.15	3.7
12	0.20	3.9
24	0.32	4.0
36	0.43	4.2

While the height of the power line is specified in the regulations the case of electrical equipment mounted on power line structures is not. The object space for this type of situation and the subsequent overall ground clearance was agreed to with the Inspector. The clearances are given in table 2. This is as per the Department of Manpower reference 34/2/4/1/2 of 5 May 1992.

The clearances given in table 2 are the clearance between the live terminals of the structure-mounted equipment and ground level. Since the equipment that Eskom install on poles does not have bushings at a consistent height from the base of the equipment the Distribution Standard mounting heights have been developed by ensuring that the equipment base is at a height of 4m from ground level.



3. LOW VOLTAGE

- | | ABC (Without Telkom) | ABC (With Telkom) |
|------------------------------|------------------------|---------------------|
| a) Main roads | : 5,1m | : 5,3m |
| b) Across roads in townships | : 4,7m | : 4,9m |
| c) Along roads | : 3,7m | : 3,7m |
| d) Across plots | : 3,3m | : 3,5m |

Note that Eskom and Telkom have agreed that a minimum clearance of 1,8m will be provided between bare Eskom power lines above 1,1 kV, and communication lines at crossing points. For exemptions see part 0 of the Distribution Standard.

- Midspan clearance (Shared services)
 - a) Not less than 0,2m between insulated LV power cables and telecommunication cables.
 - b) Not less than 1,5m between bare MV power conductors and telecommunication cables at the worst condition of sagging.
 - c) Telkom ground clearances

- over roads	: 6,1m
- along roads in town	: 3,6m

- along roads outside town : 3,0m

- Clearances at attachment points on a structure
 - a) Telkom to ground : 4,3m
 - b) Telkom to low voltage conductor : 0,9m
 - c) Telkom to medium voltage conductor : 1,5m

4 SERVICE CABLES

- a) Main roads : 5,2m
- b) Across roads in townships : 4,7m
- c) Along roads : 3,0m (align with Telkom)
- d) Over private property : 2,5m

The Contractor's obligations under the Contract comprise the construction and completion of the Works. The provision of all labour, materials, construction plant, temporary works and everything, whether of a temporary or permanent nature required in and for such construction and completion so far as the necessity for providing the same is specified in or reasonably to be inferred in the Contract.

1.4 Location of the works

The villages at SCHULZENDAL are approximately 1hour 30 minute drive from the municipal offices in town at Malelane.

Housing is mostly informal, brick and mortar type

Temporary works

A schedule for an outage when required will be done as directed by the Engineer.

1.5 Details of the Contract

3. Drawings and Schedules

LV MV Reticulation Layouts will be issued to the successful bidder.

4. Procurement

3.1 Preferential procurement procedures

The works shall be executed in accordance with the conditions attached to preferences granted in accordance with the preferencing schedule.

3.2 Scope of mandatory subcontract work

Portions of the works to be subcontracted to CIDB registered contractors in accordance with the subcontracting procedures described hereunder will be determined by the Engineer on site as and when necessary.

Competitive tenders shall be invited in respect of each of the above portions of the works in accordance with the relevant provisions of the latest edition of the CIDB Standard for Uniformity in Construction Procurement. The Contract Data in the associated procurement documents shall be based on the use of BIFSA Non-Nominated Subcontract for use with the JBCC Series 2000 Principal Building Agreement / CIDB Standard subcontract (labour only) / JBCC series 2000 Nominated / Selected Subcontract Agreement / SAFCEC General conditions of subcontract (2003 edition) (select appropriate option) / NEC Engineering and Construction Subcontract / NEC Engineering and Construction Short Subcontract with minimal project specific variations and amendments that do not change their intended usage.

The Employer together with the Contractor shall evaluate the tenders received in accordance with the provisions of the Standard Conditions of Tender contained in Annex F of Standard for Uniformity in Construction Procurement. The evaluation panel shall comprise equal representatives from the Employer and from the Contractor.

The Contractor shall without delay enter into contract with the successful tendering subcontractor based on their accepted tender submission. The Contractor shall remain responsible for providing the subcontracted portion of the works as if the work had not been subcontracted.

3.3 Project Steering Committee

A Project Steering Committee will be constituted by the ward councillor and selected members from his ward committee. The ward councillor will appoint a community liaison officer (CLO). The CLO will assist the engineer and contractor with all liaison required with the community and labour force.

5. CONSTRUCTION

Applicable national and international standards

The standard specifications on which this contract is based are Standard South Africa's Standardized Specifications for Electrical Engineering Construction SANS 1200.

Although not bound in nor issued with this Document, the Sections of the Standardized Specifications of SANS 1200 shall form part of this Contract:

C4 STANDARDISED SPECIFICATIONS

- 1 International and/or South Africa specifications and standards cover certain aspects of design and construction. Those listed below are deemed to be an integral part of this specification. Should any contradiction or difference exist between any specification and standard, the most stringent will apply.

1 Relevant Eskom Distribution Standards

The following Eskom standards and bulletins apply to this document.

Part 0: Definitions, Abbreviations and Exemptions			
Doc.Ref. No.	Rev. No.	Description	Rev. Date
SCSASAAM0		Standard: Structures, definitions, abbreviations and exemptions	April 1998
Part 1: Planning			
Doc.Ref. No.	Rev. No.	Description	Rev. Date
SCSAMAAF0	0	Planning and design. Section 1: Planning and design processes and standards overview	January 2003
SCSASABJ5	0	Planning and design. Section 2: Electrification planning - rural	January 2003
SCSASABJ6	0	Planning and design. Section 12: Electrification design - rural	January 2003
SCSASAB06	0	Planning guidelines Section 20: Book - Quality of supply standards the Electricity Act	January 2003
SCSASAB07	0	Planning guidelines Section 21: Book - Electrification technology options	February 2003
SCSASAB09	0	Planning guidelines Section 23: Book - electrification load forecasting	February 2003
SCSASABP1	0	Planning guidelines Section 25: Book - electrification technology section	February 2003
SCSASABP3	0	Planning guidelines Section 27: Book - Voltage drop apportionment	February 2003
SCSASABP4	0	Planning guidelines Section 28: Book - LV Feeder Voltage drop calculation methods.	February 2003
SCSASABP6	0	Planning guidelines Section 30: Book - Voltage unbalance	February 2003
SCSASABP7	0	Planning guidelines Section 31: Book - LV Load balancing.	February 2003
SCSASABP9	0	Planning guidelines Section 33: Electrification Indicators	February 2003
SCSASABQ2	0	Planning guidelines Section 40: Tool - Domestic load forecasting tools	February 2003
SCSASABO4	0	Planning guidelines Section 42: Tool - Electrification technology selection	February 2003
SCSASABQ6	0	Planning guidelines Section 44: Tool - Reticmaster	February 2003
SCSASABQ7	0	Planning guidelines Section 45: Analysis tool - CART	February 2003
SCSASABQ8	0	Planning guidelines Section 46: Tool electrification network modelling.	February 2004
SCSASABR0	0	Planning guidelines Section 48: Sag and tension calculations	February 2003
SCSASABR1	0	Planning guidelines Section 49: Tool - Financial evaluation calculations	February 2003
SCSAGAAI3	0	Project indicators to be used in electrification projects.	June 2000
SCSAGAAS3	0	Eskom (Distribution) insulator manual Part1 - Overview, selection and procurement of high-voltage, outdoor insulators.	January 2003
DT04/98	0	Effect of MV voltage on cost per connection	R Stephen
99TB-020	2	Rural electrification design philosophies and parameters	I Ferguson

Part 2: Earthing

Doc. Ref. No.	Rev. No.	Description	Rev. Date
SCSASAAL9	2	Standard: MV & LV reticulation earthing	April 1998
DT005/96	0	Earthing at transformers supplying LV customers	A Abrosie
DT018/97	2	Auto-recloserearthing	R Theron
DT02/98	0	Earthing - Crow's foot	A Abrosie

Part 3 Low Voltage

Doc. Ref. No.	Rev. No.	Description	Rev. Date
SCSASAAM2	4	Standard: LV overhead reticulation Drawings Three phase design spans (excel spreadsheet)	May 2001
DT005/97	0	LV protection and the OHS Act	GA Whyte
DT03/98	0	Insulation piercing connector (IPC) clamps	A Abrosie
DT10/98	0	Platipus percussion stay/rick anchor approval	BP Hill
99TI-04	0	No rock anchor in soft rock DDT0357R2	BP Hill
99TI-010	0	MV/ LV staying	BP Hill
99TB-023	0	ABC connectors	G Stanford
00TB-036	0	Review of current practices on low voltage ABC Networks.	GA Whyte
SCSSCAAD5	4	Specification: Aerial bundled conductor with uninsulated (bare) neutral	March 2000
SCSSCAAL4	2	Specification: Fittings for bare neutral ABC	May 2000
SCSSCAAS7	1	Specification: Parallel groove (PG) clamps (Al/Al) for low and medium voltage overhead powerlines.	February 2003
SCSSCAA01	1	Specification for conventional stay planting, percussion stay and rock anchor installations and compaction testing	June 2002
SCSAGAAF5	1	LV protection philosophy	April 1999
SCSAGAAH8	0	Standard: LV protection philosophy for low consumption areas	August 2000

Part 4 Medium Voltage

Doc. Ref. No.	Rev. No.	Description	Rev. Date
SCSASABE7	1	General information and requirements for overhead lines up to 33kV with conductors up to Hare/Oak.	Sept 2001
SCSASAAP2	0	22kV overhead reticulation up to Hare/Oak conductor (particular requirements)	Sept 2002
SCSASABE5	0	Distribution Standard Part 4: medium voltage reticulation Section 4: 33kV overhead reticulation for conductors up to Hare/Oak (particular requirements).	Sept 2002
SCSASABB6	1	MV reticulation/ 19kV Single Wire Earth Return (SWER) overhead reticulation	Aug 2003
SCSAGAAQ0	0	Distribution Standard Part 4: Medium Voltage Reticulation Section 8: Rural Reticulation Protection: Network Philosophy.	Oct 2003
SCSAGAAP9	0	Distribution Standard Part 4: Medium Voltage Reticulation Section 8: Rural Reticulation Protection: Settings Philosophy.	Oct 2003

Part 8 Services – Standards

Doc. Ref. No.	Rev. No.	Description	Compiler
SCSASAAS3	2	LV Services - Electrifications. Drawings	A Abrosie

SCSASABA6	2	Outdoor LV services for small power and large power users. Drawings	T Gillard
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Technical Bulletins Part 8 Services

Doc. Ref. No.	Rev. No.	Description
DT06/97	0	Concentric cable
DT13/97	0	Energy control units and earth leakage protection
DT12/97	0	Polarity tests for newly electrified house
DT16/97	0	50A pole top box MCB
DT19/97	0	Electrification - single phase supply options
DT20/97	0	50A pole top breaker – electrification
DT21/97	0	Installation certificate for energy control unit
DT09/98	0	2-way pole top box
DT07/98	0	Service connections - concentric cable
DT17/98	0	Ordering and implementation of 2.5A prepayment meters
DT03/99	0	Interface with TELKOM for joint use
99TI-03	0	Luminaires with ECU & ED supplies
99TI-06	0	60A connections from pole top boxes
99TI-02R1	0	ECU installations and change-outs
01TI-02	0	Minimum fault levels at the end of LV service connections in electrification areas.
01TI-03	0	Standard passive units.
01TI-04	0	MANDATORY COMMISSIONING TESTS FOR NEW INSTALLATIONS.um fault levels at the end of LV service connections in electrification areas.

2 NRS / SABS / IEC / British

Any relevant bulletins, specifications of material and standards required for successful completion of the project are also applicable:

- SABS 0142:1993, *The wiring of premises.*
- SABS 780:1979, *Distribution transformers.*
- SABS 1524-1:1994, *Electricity dispensing systems — Part 1: Single-phase electricity dispensers.*
- SABS 1619:1995, *Small power distribution units (ready boards) for single-phase 230 V service connections.*
- NRS 016:1995, *Electricity distribution — Code of practice for the earthing of low-voltage distribution systems.*
- NRS 032:1993, *Electricity distribution — Service distribution boxes — Pole-mounted types for overhead single-phase a.c. service connections at 230 V.*
- NRS 041:1995, *Electricity transmission and distribution — Code of practice for overhead power lines for conditions prevailing in South Africa.*
- NRS 043:1997, *Code of practice for the joint use of a pole route for power and telecommunication lines.*
- NRS 018-4:1996, *Fittings and connectors for LV overhead powerlines using aerial bundled conductors — Part 4: Strain and suspension fittings for aerial services cables.*
- NRS 038-1:1997, *Electricity Distribution ? Concrete poles ? Part 1: Concrete poles for LV and MV overhead distribution systems*

C4.2 GENERIC SPECIFICATIONS

4.4 Particular / generic specifications

Occupational Health and Safety Specifications and Environmental Management Specifications.

4.5 EPWP labour intensive specification

4.5.1 Labour intensive competencies of supervisory and management staff

Contractors having a CIDB contractor grading designation of 5CE and higher shall only engage supervisory and management staff in labour intensive works who have either completed, or for the period 1 April 2004 to 30 June 2006, are registered for training towards, the skills programme outlined in Table 1.

The managing principal of the contractor, namely, a sole proprietor, the senior partner, the managing director or managing member of a close corporation, as relevant, having a contractor grading designation of 1CE, 2CE, 3CE and 4CE shall have personally completed, or for the period 1 April 2004 to 30 June 2006 be registered on a skills programme for the NQF level 2. All other site supervisory staff in the employ of such contractors must have completed, or for the period 1 April 2004 to 30 June 2006 be registered on a skills programme for, the NQF level 2 unit standards or NQF level 4 unit standards.

Table 1: Skills programme for supervisory and management staff

Personnel	NQF level	Unit standard titles	Skills programme description
Team leader / supervisor	2	Apply Labour Intensive Construction Systems and Techniques to Work Activities	This unit standard must be completed, and
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	} any one of these 3 unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Foreman/ supervisor	4	Implement Labour Intensive Construction Systems and Techniques	This unit standard must be completed, and
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	} any one of these 3 unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Site Agent / Manager (i.e. the contractor's most senior representative that is resident on the site)	5	Manage Labour Intensive Construction Processes	Skills Programme against this single unit standard

4.5.2 Employment of unskilled and semi-skilled workers in labour-intensive works

4.5.2.1 Requirements for the sourcing and engagement of labour.

4.5.2.1.1 Unskilled and semi-skilled labour required for the execution of all labour intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.

4.5.2.1.2 The rate of pay set for the EPWP is as follows:

- 2.0m deep ---R200,00
- 1.8m deep ---R247,00
- 1.5m deep---R150.00
- 1.3m deep---R120.00

- Then the rates per day is R190
- The CLO per month is R6500.00

4.5.2.1.3 Tasks established by the contractor must be such that:

- (a) the average worker completes 5 tasks per week in 40 hours or less; and
- (b) the weakest worker completes 5 tasks per week in 55 hours or less.

4.5.2.1.4 The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 4.3.2.1.3.

4.5.2.1.5 The Contractor shall, through all available community structures, inform the local community of the labour intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:

- (a) where the head of the household has less than a primary school education;
- (b) that have less than one full time person earning an income;
- (c) where subsistence agriculture is the source of income.
- (d) those who are not in receipt of any social security pension income

4.5.2.1.6 The Contractor shall endeavour to ensure that the expenditure on the employment of temporary workers is in the following proportions:

- a) 60 % women;
- b) 20% youth who are between the ages of 18 and 25; and
- c) 2% on persons with disabilities.

4.5.2.2 Specific provisions pertaining to SANS 1914-5

4.5.2.2.1 Definitions

Targeted labour: Unemployed persons who are employed as local labour on the project.

4.5.2.2.2 Contract participation goals

4.5.2.2.2.1 The contract participation goal for the contract is stated in the tender data. The contract participation goal shall be measured in the performance of the contract to enable the employment provided to targeted labour to be quantified.

4.3.2.2.2.2 The wages and allowances used to calculate the contract participation goal shall, with respect to both time-rated and task rated workers, comprise all wages paid and any training allowance paid in respect of agreed training programmes.

4.3.2.2.3 Terms and conditions for the engagement of targeted labour

Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts shall be entered into with targeted labour.

4.3.2.2.4 Variations to SANS 1914-5

4.3.2.2.4.□□□□□4 The definition for net amount shall be amended as follows:

Financial value of the contract upon completion, exclusive of any value added tax or sales tax which the law requires the employer to pay the contractor.

4.3.2.2.4.□□□□□4 The schedule referred to in 5.2 shall in addition reflect the status of targeted labour as women, youth and persons with disabilities and the number of days of formal training provided to targeted labour.

4.3.2.2.5 Training of targeted labour

4.3.2.2.5.□□□□□4 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.

4.3.2.2.5.□□□□□4 The cost of the formal training of targeted labour, will be funded by the provincial office of the Department of Labour. This training should take place as close to the project site as practically possible. The contractor, must access this training by informing the relevant provincial office of the Department of Labour in writing, within 14 days of being awarded the contract, of the likely number of persons that will undergo training and when such training is required. The employer must be furnished with a copy of this request.

4.3.2.2.5.□□□□□4 A copy of this training request made by the contractor to the DOL provincial office must also be faxed to the EPWP Training Director in the Department of Public Works– Cinderella Makunike, Fax Number 012 328 6820 or email cinderella.makunike@dpw.gov.za Tel: 083 677 4026.

4.3.2.2.5.□□□□□4 The contractor shall be responsible for scheduling the training of workers and shall take all reasonable steps to ensure that each beneficiary is provided with a minimum of six (6) days of formal training if he/she is employed for 3 months or less and a minimum of ten (10) days if he/she is employed for 4 months or more.

4.3.2.2.5.□□□□□4 The contractor shall do nothing to dissuade targeted labour from participating in training programmes.

4.3.2.2.5.□□□□□4 An allowance equal to 100% of the task rate or daily rate shall be paid by the contractor to workers who attend formal training, in terms of 4.3.2.2.5.4 above.

4.3.2.2.5.□□□□□4 Proof of compliance with the requirements of 4.3.2.2.5.2 to 4.3.2.2.5.6 must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

4.4 Certification by recognized bodies

South African National Standards (SANS) previously known as the SABS (South African Bureau of Standards)

4.5 Plant and materials provided by the employer

None of the above will be provided by the Employer

4.6 Services and facilities provided by the employer

4.6.2 Water and Electricity Supply

The Contractor shall make his own arrangements for the supply and transport/ distribution of water and power. All related costs will be deemed to be included in the tendered rates and amounts for the various items of work for which these services are required.

4.6.3 Location of Contractor's Camp and Depots

A suitable area will be the responsibility of the Contractor for the erection of temporary site offices. The NKOMAZI Local Municipality, however could assist, particularly the relevant Cllr' in facilitating the identification of a suitable site.

The contractor must make his own arrangements for the provision of accommodation for his employees as none will be provided by the Employer.

4.6.4 Accommodation of Employees

Security guards will be allowed to sleep or be accommodated on the site subject to approval by the Engineer.

No housing is available for the Contractor's employees and the Contractor shall make his own arrangements to house his employees and to transport them to site.

No informal housing or squatting will be allowed.

The Contractor shall provide the necessary ablution facilities at his camp site and the site of the works for the use of his employees. Chemical toilets only will be allowed where temporary facilities have to be provided.

4.6.5 Source of Construction Materials

- Materials for backfilling shall be identified in liaison with the engineer. All construction material must be found, selected and supplied by the contractor himself and approved by the Engineer. The contractor shall rehabilitate the borrow pit after usage if any.

4.7 Plant and equipment

The plant and equipment used on the site shall not be inferior to that described in the Schedule of Plant and Equipment.

5. Management

5.1 Applicable SANS 1921 standards

The following parts of SANS 1921 Construction works standards and associated specification data are applicable to the works:

- 1) SANS 1921-1

The abovementioned South African National Standards make several references to the Specification Data for data, provisions and variations that make these standards applicable to this contract.

The Specification Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and these standards.

Each item of Specification Data given below is cross-referenced to the clause in the standard to which it mainly applies.

The associated Specification Data is as follows:

SANS 1921-1, Construction and management requirements for works contracts – Part 1: General engineering and construction works	
Clause	Specification data
Essential data	
4.1.7	There are no requirements for drawings, information and calculations for which the contractor is responsible, except the as built documentation and drawings. (Updated by Hand)
4.2.1	The responsibility strategy assigned to the contractor for the works is A.
4.2.2	The Electrical Engineer is Ayanda Nxele (Hamsa Consulting Engineers)
4.3.1	The planning, programme and method statements are to comply with the following: 1) Monthly updated Gantt Chart (Microsoft Projects) 2) Projected Monthly Cash flow Projection

	State requirements for format of programme, level of detail, critical path activities and their dependencies, frequency of updating, etc., if not provided in the contract data. Provide particulars of phased completion, programme constraints, milestone dates for completion, etc., as necessary. State requirements for sequencing, as required. State any requirements for software for programmes.
4.3.3	The notice period for inspection is 2 Days
4.7.3	No overbreak allowances for blasting are provided for.
4.9.3	The trees and shrubs which are not to be disturbed are identified in the scope of work.
4.12.2	The samples of materials, workmanship and finishes that the contractor is to provide and deliver to the employer are: 1) To be determined by the Engineer on site.

4.14.3	The office accommodation, equipment, accommodation for site meetings and other facilities for use by the employer and his agents are: 1) Site office which shall be used for site meetings and for the contractor's use. Such an office shall comprise a minimum of 20m ² in area and 3 m high, be ventilated, have good lamination, must be reasonably sound proof, and have a hard floor construction. It shall be furnished with a desk on which drawings can be rolled open and on which there is sufficient writing space and sufficient temporary chairs or benches to accommodate all persons present at site meetings.
4.14.5	The Contractor is required to provide latrine and ablution facilities.
4.14.6	The requirements for the provision and erection of separate sign boards for consultants and subcontractors are: 1) The boards must comply with the official standard type signboard of the Employer and be at least 2750 x 2470 mm high. 2) The boards must be constructed with a firm flat exposed face using suitable material of firm construction, painted and lettered according to the standard drawings available from the Employer on request and mounted on sturdy pipe-standards at a height of 2470 mm above natural ground level.
4.17.1	The requirements for the termination, diversion or maintenance of existing services are: 1) The Contractor shall make himself acquainted with the position of all existing services before any excavation or other work likely to affect the existing services is commenced.
	2) Contractor will be held responsible for any damage to existing services caused or arising out of his operations and any damage to shall be made good at his own expense. Damage to unknown services shall be repaired as soon as possible and liability shall be determined on site when such damage should occur.
	3) Tie-ins to the existing water connections to be arranged with the Client.
4.17.3	Services which are known to exist on the site are: Electrical installations that are non compliant
4.17.4	The requirements for detection apparatus are: 1) None

Additional clauses

1 Site meetings and procedures

The Employer's Representative and the Contractor shall hold meetings relating to the progress of the works at regular intervals and at other such times as may be necessary. The Contractor shall attend all site meetings and shall ensure that all persons under his jurisdiction are notified timeously of all site meetings should the Employer's Representative require their attendance at such meetings.

The Contractor shall keep on site a set of minutes of all site meetings, daily records of resources (people and equipment employed), a site instruction book, a complete set of contract working drawings and a copy of the procurement document and make these available at all reasonable times to all persons concerned with the contract.

2 Water and electricity

The Employer does not warrant that any water supply or electricity supply that may exist is adequate for the proper execution of the works. The responsibility strategies in terms of the tabulation below that will apply to the contract is:

- a) water : A
- b) electricity : A

Service	Option
	A Contractor responsibility
Water	The Contractor is to provide, and remove and make good upon completion, all the necessary temporary plumbing connections and purchase water from the local authority for the works at his own cost.
Electricity	The Contractor is to provide, and remove and make good upon completion, all the necessary temporary electrical connections and installations and purchase electricity from the local authority / ESKOM for the works at his own cost.

SITE FACILITIES REQUIRED

No existing facilities are available. All the necessary site facilities shall be provided and maintained by the Contractor. The requirements regarding notice boards, laboratories, accommodation and survey equipment for use by the Engineer. etc. are set out below, and further in 4.2.1 (Variations from Standard Specifications) and as reflected in the Schedule of Quantities.

Temporary Offices and Storage Sheds

The Contractor shall provide, erect, maintain and remove on completion of the Contract, temporary offices and sheds for the proper storage of materials and for the use of his workmen.

An office of minimum size 4m x 5m with a table and at least 10 chairs must be provided as a venue for site meetings.

Source of Water Supply and Power Supply

The Contractor shall make his own arrangements regarding the connections and supply of water and electrical power for the works, the Contractor's Camp and Depot and the Engineer's office.

The Contractor shall further make his own arrangement regarding the possible conveyance and storage of water if necessary.

Sanitary Facilities

A suitable toilet facility must be provided and maintained at the main office (portable toilet suitable) by the contractor.

The Contractor shall provide and maintain adequate and approved temporary ablution and latrine facilities for his workmen on site and remove such on completion.

Telephone Facilities

No telephone facilities are available from the Employer. The Contractor is advised to establish his own communication facilities from the site to his outside organizations.

The contractor shall provide and maintain a cellphone for use by the Engineer's representative on site, for official use only, for the duration of the contract.

Accommodation for the Engineer

Rented accommodation will be required during the course of the construction of the works. A provisional sum has been provided for this purpose in the schedule of quantities.

One carports 3m wide and 2.5m high is to be provided for the specific use of the Engineer and his representatives.

Survey equipment and Assistants

The Contractor shall, in accordance with the requirements of SANS 1200AB (as amended) provide survey equipment and assistants for the exclusive use of the Engineer and his staff.

FEATURES REQUIRING SPECIAL ATTENTION**Existing Services**

Although the plans may show the approximate position of existing underground services, neither the Employer nor the Engineer will accept the responsibility for the accuracy or for any omission that may have been made.

The Contractor shall take all reasonable steps to protect any existing works against damage which may arise as a result of his operations on the site.

The Contractor shall acquaint himself with all existing works. Before any excavation is commenced the Contractor shall submit to the owners of such works plans showing the extent of the proposed excavations together with a programme giving approximate dates on which excavations will be commenced, and shall where possible, obtain from the owners plans showing the position of all existing works.

Where the Contractor anticipates that it will be virtually impossible for him to carry out the work without causing damage to existing services or works, and the Engineer in his discretion feels such damage is likely to occur, the Contractor shall make arrangements with the authority concerned to temporarily remove, deviate, protect or suspend the work or service concerned and pay the costs incurred, which shall be reimbursed to the Contractor.

Before backfilling above the level of any existing work, the Contractor shall advise the owners of the work, telephonically, three days in advance, that the exposed works are to be covered up. The telephonic information shall be confirmed immediately in writing and a copy of the written confirmation shall be lodged with the Engineer's Representative before backfilling above the level of the existing works may be commenced.

The Contractor shall be responsible for the proper consolidation of the ground under and around any exposed mains, cables, valves, stopcock boxes and the like.

The uncovering of boxes and covers that may become buried during excavation or refilling operations will be at the expense of the Contractor.

When crossing under or running parallel to poles supporting electrical services, they shall be sustained securely in place until the work is complete and shall then be made safe as before.

Where any existing services are crossed or temporarily removed, the Contractor shall be responsible for the repair and/or reinstatement of the crossings to the satisfaction of the owners and the Engineer's Representative.

The Contractor shall be held responsible for damage to any existing works and any damage caused, including any claims which may arise as a result thereof. All such claims shall be borne by the Contractor, unless it is established by the Engineer that the Contractor exercised reasonable care and damage was unavoidable and that the notices were served timeously.

All damage done to existing works shall be immediately notified to the owners concerned and to the Engineer. If so directed by the Engineer, the positions of any existing work shall be changed by the Contractor to meet the requirements of the proposed work and the cost of such changes will be paid for as extra works.

PRESERVATION OF THE SITE

The Contractor shall take the utmost care to prevent the starting of veld fires, and in the event of such fires starting, he shall immediately use all his labour force to limit and extinguish them.

The Contractor shall not permit the destruction of, or injury to, wild animals or bird life within the site of the works during the period of the contract.

During the progress of the work and at the completion thereof the site is to be kept, and left, in a clean and orderly condition to the satisfaction of the Engineer. The Contractor shall at all times store materials and equipment for which he is responsible in an orderly manner and shall keep the premises free from debris and obstruction.

Only trees marked and indicated by the Engineer may be removed.

KEY PERSONNEL

The Contractor shall furnish the Engineer with a list of addresses and telephone numbers of key personnel in the Contractor's organization who may be contacted in an emergency both during and outside office hours.

SAFETY OF WORKMEN

The safe conduct of the Works shall be a primary consideration and the entire Works (until completion or termination of the contract) shall be carried out in conformity with the Occupational Health and Safety Act, Act 85 of 1993 and all other applicable statutory regulations and requirements and Tenderers must price their tenders accordingly. Particular attention is drawn to the following:

- (a) If the Contractor has more than 20 employees, a health and safety representative (or representatives) must be designated.
- (b) The Contractor is responsible for the compliance with the Act by all his subcontractors, whether or not nominated and/or approved by the Employer.
- (c) The Contractor accepts sole responsibility for compliance with the relevant duties, obligations and prohibitions by the Act, and expressly absolved the Employer and the Employer's consulting engineers of responsibility for compliance with the Act in respect of the work included in the contract.
- (d) The Contractor shall be obliged to report forthwith to the Employer any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act pursuant to work performed on behalf of the Employer.

- (e) The Contractor shall provide and maintain in readiness on the Site, all equipment and materials necessary to render first aid in case of accidents or other emergencies. The Contractor shall also assign to the Works and designate for this purpose, trained employees who are able to render first aid.

SUPPLY OF EXPLOSIVES FOR BLASTING

The Contractor shall be deemed to be fully aware of all laws, Government and other regulations regarding the import, transport, storage and use of explosives for blasting and shall comply with all such laws and regulations.

No blasting shall be permitted until all necessary precautions have been taken and **PERMISSION OBTAINED FROM THE ENGINEER, WHO MAY PROHIBIT THE USE OF EXPLOSIVES IN CLOSE PROXIMITY TO BUILDINGS, PLANT, PIPE LINES, SEWERS, CABLES, ROADS, ETC AND MAY RESTRICT THE SIZE OF THE CHARGE USED.** Such permission, however, shall not absolve the Contractor from his liability. Blasting will only be permitted at such times as agreed upon by the Engineer, whose decision shall be final.

USE OF DEFECTIVE WORKS

Should any of the works be found to be not in accordance with the Contract, the Client shall have the right to use such defective works until the Contractor shall have rectified the defect or replaced the defective works with works complying with the Contract, without prejudice to any of the Client's rights under the Contract and without incurring any obligation in respect of the use of the defective works.

5.2 Recording of weather

The Contractor shall erect an effective rainfall gauge on the site and record the daily rainfall figures in a book. Such book shall be handed to the employer's representative for his signature no later than 12 days after rain that is considered to justify an extension of time occurs.

5.3 Unauthorized persons

The Contractor shall keep away unauthorized persons from the works at all times. Under no circumstances may any person except guards be allowed to sleep on the building site.

5.4 Daily records

Site Diary, Site Instruction Book, Test Record and Drawing Register, Survey Data

5.5 Payment certificates

The monthly claim for payment to the Contractor will be set out on typed form similar to the schedule of quantities. A Preliminary copy will be submitted to the Engineer for approval whereafter it will be returned, with or without changes, to the Contractor for submission of the final payment claim.

5.6 Permits

Blasting Permit will be required as necessary.

5.7 Proof of compliance with the law

The Contractor shall conform in all respects to the requirements contained in regulations by higher authorities. Such regulations shall include inter alia:

- (a) National Building Regulations and Standards Act, 1996 (Act 29 of 1996).
- (b) Electricity Act, 1996 (Act 88 of 1996).
- (c) The Mines and Works Act, 1995 (Act 27 of 1995).
- (d) The Occupational Health and Safety Act No 85 of 1993 and the Compensation for Occupational Injuries and Diseases Act No 130 of 1993.

- (e) The Local Municipal By-Laws and Regulations as well as the regulations of the Local Supply Authority.
- (f) The Local Fire Regulations.
- (g) The regulations of Telkom.
- (h) The regulations of Eskom.
- (i) The regulations of the Local Gas Board where applicable.
- (j) The standard regulations of any Government Department or public service company where applicable.
- (k) The Explosives Act (Act 26 of 1956).
- (l) Environmental Conservation Act, 1989 (Act 73 of 1989).

The Contractor will be responsible for all fees or charges by law and shall indemnify the Employer and the Engineer against all penalties and liabilities of any kind, or breach by the Contractor on any of the Conditions due by the law, except insofar as amended or specifically allowed by the Engineer.

5.8 Annexes

Particular Specifications: (Occupational Health and Safety Specifications, Environmental Control Plan) and Drawings (Drawings are bound in as part of this document)

C5.2

PARTICULAR SPECIFICATION: OCCUPATIONAL HEALTH AND SAFETY

PF 1 SCOPE

This Specification covers the health and safety aspects required of, and that shall be implemented during the construction and/or demolition work and/or plant installation specified in the Project. Specification and Standard Specifications, shown on the drawings and/or scheduled in the Bill of Quantities. It covers temporary and permanent work.

This specification does not replace, take precedence over nor detract from the Occupational Health and Safety Act or its Construction Regulations 2003. Nothing in this Specification shall relieve the Contractor of any obligations or responsibilities with regard to health and safety conditions and practices on site.

PF 2 INTERPRETATIONS

PF 2.1 Supporting Specifications

Where this Specification is required for a project, the following specifications and/or documents shall, inter alia, form part of the Contract Document:

- a) Project Specification;
- b) SANS 1200 A, AA, AD, AH or SPEC T/AT as applicable;
- c) Occupational Health and Safety Act (Act No. 85 of 1993);
- d) Construction Regulations, 2003.

PF 2.2 Application

This Specification contains clauses that are generally applicable to demolition, construction and plant installation contracts and may contain clauses related to work not applicable to the particular Contract. Interpretations and variations of this Specification are set out in the Project Specification listed in the Scope of Works

PF 2.3 Definitions and Abbreviations

For the purpose of this Specification the definitions and abbreviations given in the applicable of the specifications listed in 2.1, the definitions given in the Construction Regulations and the following definitions and abbreviations shall apply:

- a) OHS : Occupational Health and Safety.
- b) Construction Regulations : Construction Regulations, 2003 of the OHS Act (Act No. 85 of 1993).

PF 3 MATERIALS

PF 3.1 Hazardous Substances

PF 3.1.1 General

The following commonly used construction materials and substances potentially pose health and safety hazards:

- Substances in pressurized containers
- Certain cleaning substances
- Bitumen and tar products
- Epoxies
- Petroleum and petroleum products
- Cement
- Lime and other stabilizing agents
- Timber preservatives
- Paints
- Asbestos products.

Particular materials and substances to be used are specified in the Specifications and/or shown on the Drawings and others may be identified in the Project Specification.

Notwithstanding any requirements regarding specific materials, the Contractor shall take appropriate measures to manage the risks associated with the use of the applicable of the above materials, those listed in the Project Specification listed in the Scope of Works and all other hazardous materials required to complete the works. He shall obtain Material Data Safety Sheets from the supplier of any hazardous substance and take particular notice of, and adhere to any precautionary instructions provided by the manufacturer or supplier regarding the storage, transport, handling, use and disposal of its materials and substances.

The Material Data Safety Sheets shall be available on site.

PF 3.1.2 Method Statements

The Contractor shall submit with his health and safety plan, method statements detailing the storage, transport, handling, use and disposal of each hazardous substance to be used or brought on to site, including copies of the Material Data Safety Sheets referred to in 3.1.1 above.

The methods set out in these statements shall be implemented on site.

Such method statements shall be available on site.

PF 3.2 Storage, stacking and use

PF 3.2.1 General

In addition to Sub-Clause 4.2 of SANS 1200 A and/or Sub-Clause 3.8 of SPEC T/AT, as applicable, a competent person shall be appointed in writing with the duty of supervising all storage and stacking operations. (See also section 26 of the Construction Regulations.)

Hazardous chemical substance, as defined in the Regulations for Hazardous Chemical Substances, used during construction shall be stored in secondary containers.

Flammable liquids shall be stored, used, and/or applied in a manner that would not cause a fire or explosion hazard. The Contractor shall ensure that in the vicinity of such materials:

- a) no person smokes,
- b) there is no open flame, and
- c) there is nothing that could cause an open spark. (See also section 23 of the Construction Regulations.)

The area in which materials that give off hazardous fumes are stored and/or used, shall be effectively ventilated and every employee involved, shall be provided with a suitable respirator, mask or breathing apparatus

PF 3.2.2 Explosives

Explosives shall be transported, stored and handled in accordance with the Explosives Regulations. (See also Sub-Clause 5.1.1.3 of SANS 1200 D, if applicable.)

PF 3.2.3 Fuels and Oils

The Contractor shall demarcate bulk fuel storage and refuelling areas and provide adequate security and control.

PF 3.3 Signs

The Contractor shall display warning signs, in English, Afrikaans and Siswati and any other relevant language used by the workforce, indicating the presence of any hazardous substance and at all storage areas.

PF 4. PLANT

PF 4.1 General Obligations

In addition to Sub-Clauses 4.1 of SANS 1200 A and 4.3 of SANS 1200 D and/or Sub-Clause 4.1 of SPEC T/AT, as applicable, all construction plant, tools and systems shall be in a safe working condition and shall be adequately maintained.

Plant shall be operated with due regard for the safety of those in its proximity.

All operators shall be physically and psychologically fit to operate their respective vehicles, mobile plant and cranes and to operate in their respective environments. They shall be in possession of a medical certificate of fitness.

PF 4.2 Protective Clothing and Equipment

Where appropriate, employees and visitors shall be provided free with the necessary and recommended protective clothing and equipment.

PF 4.3 Construction Vehicles and Mobile Plant

(see also section 21 of the Construction Regulations)

Construction vehicles and mobile plant shall be equipped with an electrically operated acoustic signalling device and a reversing alarm.

A competent person shall be appointed to inspect, on a daily basis, prior to use, construction vehicles and mobile plant and shall record the findings of such inspections in a register.

The Contractor shall ensure that:

- a) no person rides on any construction vehicle or mobile plant other than in safe place provided thereon for that purpose.
- b) Operators and drivers follow demarcated routes and contain their operations within demarcated operating areas.

PF 4.4 Formwork and Support Work

(see also section 10 of the Construction Regulations)

A competent person shall be appointed in writing to the duty of supervising all formwork and support work operations.

All formwork and support work structures shall be adequately designed, erected, supported, braced and maintained so as to support the loads they are to carry. Formwork and support work equipment shall be examined and checked before use by the aforesaid competent person.

PF 4.5 Scaffolding

(see also section 14 of the Construction Regulations)

A competent person shall be appointed in writing to supervise all scaffolding operations.

All scaffold erectors, team leaders and inspectors shall be competent to carry out their respective tasks and work.

PF 4.6 Radioactive Sources

The use, care and storage of radioactive materials such as in nucleonic density testing machines shall conform to the requirements of the Hazardous Substances Act No. 15 of 1973 and its regulations. Such devices, except while being actively used by the operator, shall be safely secured.

PF 4.7 Other Items of Plant

Plant not specifically referred to above shall be inspected, operated and maintained in a manner that assures the health and safety of all persons on the site. In particular, the requirements of the Construction Regulations shall be complied with in regard to:

- a) Boatswain's chairs: section 16
- b) Material hoists: section 17
- c) Batch plants: section 18
- d) Explosive powered tools: section 19
- e) Cranes: section 20

PF 5 CONSTRUCTION

PF 5.1 Description of the Works

The Works and, if necessary, the temporary work required to construct the Works, are described in the Project Specification and/or shown on the Drawings.

PF 5.2 Existing Conditions

The conditions existing on site are described in the Project Specification and/or shown on the Drawings.

PF 5.3 Design Information

Design information provided for safety planning purposes, such as design loads for structures, foundation conditions, etc., is provided on the Drawings or in the Project Specification.

PF 5.4 General Obligations

In addition to Sub-Clause 5.7 of SANS 1200 A and/or Sub-Clauses 3.2 and 5.5.1 of SPEC T/AT, as applicable, Safety Act (Act No. 85 of 1993) (OHS Act) and in particular with is Construction Regulations, 2003.

All the work included in this Contract shall, for the purpose of complying with the OHS Act and the Construction Regulations, be deemed to be “construction work”.

In complying with the OHS Act and its Construction Regulations, the Contractor shall consider all aspects of the Works, necessary temporary work, such as traffic accommodation, and conditions existing on site, such as utility services, ground and foundation conditions, surrounding land use, pedestrian and vehicular traffic and anticipated weather conditions, and take into account the construction methods and materials to be used.

The Contractor shall take full responsibility for the prevention of unhealthy or unsafe working conditions and practices and for the promotion of a healthy and safe site and healthy and safe working practices on site.

The Contractor shall be responsible for the health and safety aspects of his subcontractors and shall have the responsibilities and carry out the duties towards his subcontractors that the Employer has towards the Contractor.

With a few exceptions, the Standard Specifications and the Project Specification are “end result specifications” and not “method specifications”. As the methods of construction to be used are generally determined by the Contractor, detailed safety requirements applicable to all the operations to be carried out on Site are not provided in these documents. The Contractor shall apply all relevant safety regulations and requirements to the work methods he chooses and materials to be used.

The failure or refusal of the Contractor to comply with safety requirements or to take the necessary precautions for the health and safety of its employees and others on site as required by statutory authorities or as ordered by the Engineer, shall be sufficient cause for the reduction of payment of the relevant scheduled item and/or the suspension of payments under this Contract and/or for the Engineer to order a temporary halt of work within the affected areas until the specified or ordered requirement have been complied with to the satisfaction of the Engineer. No extension of time will be granted and any costs associated with such halt in construction or the provision of required or necessary precautions ordered by the engineer shall be to the Contractor's expense.

PF 5.5 Risk Assessment

Before the commencement of any construction work and where necessary during construction work, the Contractor shall cause a risk assessment to be performed by a competent person appointed in writing. The risk assessment shall at least:

- a) identify, analyse and evaluate the risks and hazards to which persons may be exposed;

- b) include a plan of safe working procedures;
- c) include a plan for monitoring and review of the implementation of such working procedures and their effectiveness to mitigate, reduce or control the risks and hazards identified and observed during construction; and
- d) determine the need and frequency, if any, of instruction and training of employees during construction.

As far as is reasonably practicable, ergonomic-related hazards shall be addressed in the risk assessment.

The Contractor's risk assessment shall be readily accessible to all persons on the Site at all times.

PF 5.6

Health and Safety Plan

Without limiting his obligations and liabilities in terms of the Construction Regulations, 2003 of the OHS Act, the Contractor, in his health and safety plan to be submitted in terms of the Special Conditions of Contract, shall inter alia deal with the safety provisions he will set up in respect of the aspects specified below.

After performing the risk assessment, the Contractor shall prepare the health and safety plan for approval by the Employer. The health and safety plan shall include, but not be limited to, the following:

The health and safety management structure including the names of all designated persons, such as the Site Agent, the Construction (Health and) Safety Officer and all other specifically appointed persons, listing their knowledge, training experience and qualifications in the work for which they are appointed.

Health and safety method statements and procedures to be adopted to mitigate, reduce or control the risks and hazards that have been identified in the risk assessment and in the Project Specification and to ensure compliance with the OHS Act. Aspects to be dealt with shall include, if applicable:

Control of the movement of construction vehicles;

The storage, transport, stacking use and disposal of materials (in particular explosives, flammable liquids and materials that give off hazardous fumes);

The use of tools, vehicles and plant;

Public vehicular and pedestrian traffic accommodation measures;

Security, access control and the exclusion of unauthorised persons;

Temporary support structures;

Dealing with working at height, including fall protection;

Excavation work including potential collapse and slipping of excavated faces;

Demolition work;

Workshop activities, manufacture and maintenance work;

The formation and operation of a health and safety committee on site;

Medical fitness assessment of drivers and operators;

Medical facilities and arrangements on site;

Fire and emergency procedures;

Commissioning and testing procedures;

Induction and training of persons on and visiting the site;

The provision and use of temporary services;

Compliance with wayleaves, permissions and permits;

Safety equipment, devices and clothing to be employed;

General housekeeping, site organisation and layouts to enhance safety;

Other specific aspects of work such as electrical installations and machinery, tunnelling, structures and working in water environments;

Emergency procedures (including fire precautions);

Procedures for reporting incidents, including standard forms for this purpose;

Provision of welfare facilities;
The programme and format of inspections;
Arrangements for monitoring, control and auditing to ensure compliance with the health and safety plan;

Procedures for addressing non-compliance and remedial measures;
A periodic review of the health and safety plan.

The Contractor shall discuss the health and safety plan with the Employer or his/her appointed Agent with respect to health and safety matters or the Engineer and amend it as necessary in order to achieve approval.

The approved health and safety plan shall be implemented and maintained on the site for the duration of construction, and shall be readily accessible to all persons at all times.

PF 5.7 Site Establishment and Management

PF 5.7.1 Construction Safety Officer and Other Appointments

The Contractor shall appoint a competent employee in writing as his full-time or part-time Construction (Health and) Safety Officer to assist in the control of all safety related aspects on the site. Where practicable, the Construction (Health and) Safety Officer shall give input into the health and safety plan. Any such input shall be recorded in the health and safety file. The Construction (Health and) Safety Officer shall carry out regular and random checks of all parts of the site where work is taking place.

The Contractor shall appoint such other competent persons to specific roles as required elsewhere in the Specification and/or the Construction Regulations.

PF 5.7.2 Safety of the General Public

The Contractor shall be responsible for the safe and easy passage of public traffic past and/or over sections of roads and the site of which he has occupation. The Contractor shall take the necessary care at all times in all his operations and use of his equipment to protect the public and to facilitate the flow of pedestrian and vehicular traffic.

PF 5.7.3 Barricading, etc.

Openings and edges where there is a risk of a person falling through or off shall be adequately guarded, fenced or barricaded. (See also Sub-Clause 5.1.1.1 of SANS 1200 D, if applicable.)

Excavations where the safety of persons may be endangered, shall be adequately barricaded or fenced and shall be illuminated at night.

PF 5.7.4 Signage

Routes followed by site vehicles and plant and operating areas shall be adequately signposted and demarcated.

Notices shall be conspicuously placed at all openings and edges where there is a risk of a person falling through or off same.

Warning signs shall be placed alongside exposed excavations and in which persons are working.

PF 5.7.5 Access to the Site

The Contractor shall ensure that access to the site is controlled and that all visitors to the site undergo health and safety induction pertaining to the hazards prevalent on the site and are provided with the necessary protective clothing and equipment.

PF 5.7.6 Wayleaves, Permissions and Permits

The Contractor shall abide by the health and safety conditions imposed by any wayleaves, permissions or permits.

PF 5.7.7 Reporting of Infringements, Improvements and Incidents

The Contractor shall establish a procedure for the reporting of health and safety infringements and suggested improvements to the Construction (Health and) Safety Officer who shall record all such infringements and suggested improvements.

All incidents shall be reported strictly in accordance with the requirements of section 24 of the OHS Act and the General Conditions of Contract.

PF 5.7.8 Works Committee

The Contractor shall establish a health and safety works committee on site. The committee shall comprise:

- a) Construction (Health and) Safety Officer;
- b) Representatives of the Contractor's supervisory staff;
- c) Representatives of the various categories of the Contractor's workforce elected by the workforce.

A member of the Engineer's staff, nominated by the Engineer shall be notified of meetings and shall be free to attend.

The Contractor shall ensure that no loss of pay or benefits apply to any employee elected to the committee.

The functions of the health and safety works committee shall be to, inter alia:

- a) Review, consider and report on any health and safety aspect on site, including health and safety procedures and method statements with the purpose of monitoring their effectiveness or shortcomings and to recommend changes where considered necessary;
- b) Carry out regular inspections, review results and make recommendations where necessary;
- c) Investigate unsafe practices.

The committee shall meet at regular intervals not exceeding one month. Minutes of the meetings shall be kept by the Contractor and copies to the Engineer within 10 days of each meeting.

PF 5.7.9 Outbreak of Illness

In the event of any outbreak of illness of a highly contagious or epidemic nature, the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the relevant authorities.

PF 5.7.10 First Aid

The Contractor shall ensure that the necessary first aid facilities and emergency evacuation equipment is available on Site whenever persons are working on site.

Each foreman or work crew member shall be trained in first aid and shall possess a valid certificate to the effect issued by the Red Cross Society of South Africa, St Johns Ambulance or equivalent, within 3 months of the appointment.

PF 5.7.11 Lighting and Power Circuits

All lighting and power circuits shall be fitted with earth leakage systems. Such systems shall be tested monthly and any circuit where the earth leakage system is malfunctioning shall be repaired immediately or removed and replaced with a satisfactory unit.

PF 5.7.12 Lightning Protection Equipment

In areas where lightning is considered a hazard, the Contractor shall take precautions by the use of lightning protection equipment and earthing mats, all of which shall be properly designed and installed. Metalwork and conductors shall be properly earthed.

No charging or blasting shall take place if lightning is forecast as being imminent. All charged areas shall be evacuated.

PF 5.8 Training

All employees shall be trained in the tasks they are to perform and in use of the tools they are required to use.

All operators shall be trained in the use and operation of the plant they are required to operate.

Before any work commences and thereafter at such times as may be determined in the risk assessment, the Contractor shall ensure that all his employees on site are informed, instructed and trained by a competent person regarding the risks and hazards identified in the risk assessment and their related and other work procedures.

Every employee shall carry proof of his or her health and safety induction training.

Employees required to erect, move or dismantle formwork and support work shall have been adequately trained.

PF 5.9 Notification of Construction Work

Before carrying out any work, the Contractor shall issue any applicable notification in terms of section 3(1) of the Construction Regulations, i.e.:

Working at a height of greater than 3m

Use of explosives

Excavating deeper than 1m

For contracts longer than 30 days or involving more than 300 person days.

PF 5.10 Health and Safety Documentation

The Contractor shall provide and maintain on site a health and safety file. The health and safety file shall be made available upon request. The health and safety file shall contain a copy of:

The completed notification form, if applicable, in terms of 5.9 above.

The risk assessment in terms of 5.5 above.

The approved health and safety plan prepared in terms of 5.6 above (including that of any subcontractors).

A record of all drawings, designs and materials used, etc.

On completion of construction, the file shall be handed over to the Employer.

Where applicable, the Contractor shall maintain on site:

A record of any input to the health and safety plan by the Construction (Health and) Safety Officer.

A comprehensive and updated list of all subcontractors on site including a copy of their agreements and the type of work being done.

A register of the issuing and receipt of unspent and spent cartridges.

A register of inspection of construction vehicles and mobile plant.

A register of excavation and shoring inspections.

Records of fitness for and training of employees working at elevated positions.

Records of structure inspections by the designer.

A register of formwork and support work inspections.

Findings of daily inspections of construction vehicles and mobile plant.

A register of inspections of all temporary electrical installation and machinery.

Minutes of health and safety committee meetings.

PF 5.11 Specific Aspects of Construction

Where applicable, the aspects in the following clauses shall be specifically addressed.

PF 5.11.1 Fall Protection

(see also section 8 of the Construction Regulations)

For work where there is a fall risk, the Contractor shall:

- a) Designate a competent person responsible for the preparation of a fall protection plan as part of the health and safety plan.
- b) Employ on work at elevated positions only those who have been evaluated and shown to be physically and psychologically fit for such work.
- c) Erect suitable fall prevention and, if necessary, fall arrest equipment.

PF 5.11.2 Structures

(see also section 9 of the Construction Regulations)

The Contractor shall take all reasonably practical steps to prevent the uncontrolled collapse of any new and existing structure, or part thereof, that may be temporarily weak or unstable due to construction work being carried out.

No structure shall be loaded in a manner that would render it unsafe.

PF 5.11.3 Excavation Work

(see also section 11 of the Construction Regulations)

Without limiting his responsibility for the safety of his workers in any excavation, the Contractor shall ensure the safety of his workers in trenches and excavations deeper than 1,0m in terms of the provisions of the OHS Act. The Contractor may choose to

batter excavations to a safe slope if sufficient space is available, or adequately shore the excavations.

A competent person shall be appointed in writing to supervise the carrying out of all excavation work. Before excavation work begins, the Contractor shall evaluate as far as is reasonably practicable, the stability of the ground.

The Contractor shall not permit or require any person to work in an excavation that has not been adequately shored or braced or the sides of which are not sloped to at least the maximum angle of repose.

Should the Contractor consider that an excavation is in stable material and consequently no shoring is required for that excavation, he shall provide to the Engineer, in terms of Sub-regulation 11(3)(b)(ii)(a) a written statement to that effect signed by the competent person appointed in terms of Sub-regulation 11(1).

Where the stability of an adjoining building, structure or road is likely to be affected by an excavation, the Contractor shall ensure that steps are taken to ensure the safety of the building structure or road.

Every excavation, including all shoring and bracing, shall be inspected by the above competent person:

- a) Daily, prior to each shift
- b) After every blasting operation
- c) After an unexpected fall of ground
- d) After substantial damage to supports
- e) After rain.

The results of such inspections shall be recorded in a register.

A person who is competent in the use of explosives for excavation work shall be appointed to develop a method statement in accordance with the applicable explosives legislation.

PF 5.11.4

Demolition Work

(see also section 12 of the Construction Regulations)

A competent person shall be appointed in writing to supervise and control all demolition work. Prior to any demolition work being carried out, a detailed structural engineering survey of the structure to be demolished shall be carried out and the method of demolition shall be ascertained there from.

PF 5.11.5

Tunnelling

(see section 13 of the Construction Regulations)

PF 5.11.6

Suspended Platforms

(see section 15 of the Construction Regulations)

PF 5.11.7

Electrical Installations and Machinery

(see also section 22 of the Construction Regulations)

A competent person shall be appointed to and shall inspect and control all temporary electrical installations and machinery.

PF 5.11.8

Water Environments

(see also section 24 of the Construction Regulations)

Where construction work is carried out close to or over water, provision shall be made for preventing employees from falling into the water and for rescuing employees in danger of drowning. Employees shall be provided with and shall wear lifejackets.

PF 5.11.9 Housekeeping
(see section 25 of the Construction Regulations)

PF 5.11.10 Fire Precautions
(see section 27 of the Construction Regulations)

Suitable and sufficient fire-extinguishing equipment shall be placed at strategic locations. A competent person shall be appointed to and shall inspect at regular intervals, the fire extinguishing equipment.

A sufficient number of employees shall be trained in the use of the fire extinguishing equipment.

Where appropriate, signs shall indicate fire escape routes.

PF 5.11.11 Welfare provisions
(see section 28 of the Construction Regulations)

PF 5.11.12 Small Diameter Shafts and Test Pits

Work in small diameter shafts and test pits shall comply with the Code of Practice. The Safety of Persons Working in Small Diameter Shafts and Test Pits for Civil Engineering Purposes, available from the South African Institution of Civil Engineers or the South African Association of Engineering Geologists.

PF 5.12 Audits by the Employer

The Contractor shall permit the Employer to regularly audit, at an agreed interval, the implementation and maintenance of the approved health and safety plan and shall co-operate and provide all the required documentation, as may be required, in this regard.

As a result of such audits, the Employer may order improvements to be made to the health and safety plan.

PF 5.13 Variations

Should any variations be ordered or design amendments issued, the Engineer will inform the Contractor of all the associated potential hazards to ensure that the health and safety aspects of the work ordered are taken into account.

PF 6 TESTING

PF 6.1 Fall Protection

Fall protection equipment shall be tested for adequacy after erection.

PF 6.2 Boatswain's Chair

Each boatswain's chair shall be performance tested immediately after it has been erected.

PF 7 MEASUREMENT AND PAYMENT

PF 7.1 Basic Principles

In addition to those aspects covered by 7.2 below, Occupational Health and Safety aspects related to particular items of work will be held to be covered by the tendered sum or rate for that work.

PF 7.2 Scheduled Items

PF 7.2.1 General Safety Obligations

Compliance with the general health and safety obligations will be measured and paid by the sum. This item may be scheduled as a fixed charge item and a time-related item.

The tendered sum(s) shall cover the cost, not included under the scheduled work items (see 7.1) nor under 7.2.2 to 7.2.6 below, of establishing and maintaining, on an ongoing basis, the general health safety systems and general compliance with the Act and its construction regulations.

PF 7.2.2 Risk Assessment

Risk assessment will be measured and paid by the sum. This work may be scheduled as a fixed-charge item only.

The tendered sum shall cover the cost of carrying out a risk assessment required in terms of 5.5 above at the start of the Contract and any subsequent risk assessment that is proved necessary as the work proceeds, and the inclusion thereof in the health and safety plan.

PF 7.2.3 Health and Safety Plan

The health and safety plan will be measured and paid by the sum. This item may be scheduled as a fixed-charge item and a time-related item.

The tendered sums shall cover the Contractor's cost of the preparation, approval process, maintenance and implementation of an approved health and safety plan required in terms of 5.6 above.

PF 7.2.4 Construction Safety Officer and other appointments

The Construction (Health and) Safety Officer and other appointments will be measured and paid by the sum. This item may be scheduled as a time-related item only.

The tendered sum shall cover the cost of the provision of a Construction (Health and) Safety Officer and such other appointments of competent persons as required on the site in terms of the Act.

PF 7.2.5 Training

Training, as required by the Construction Regulations, will be measured and paid by the sum. Training may be scheduled as a fixed-charge item only and may, through sub-items, distinguish between the various aspects of training.

The tendered sum/s shall cover the cost of the required training.

PF 7.2.6 Medical Assessment of Employees

Medical assessment of employees will be measured and paid by the sum. This work may be scheduled as a fixed-charge item only.

The tendered sum shall cover the cost of having the Contractor's employees medically assessed with regard to their medical fitness for the work they will be required to perform and/or vehicles or plant they are required to operate and the provision of the appropriate certificate.

Annexure 1: Construction Occupational Health – Safety – Environment Audit System

Annexure 2: Guidelines for the development of a Health and Safety Plan.

Annexure 3: Guide to Risk Assessment

ANNEXURE 1

CONSTRUCTION OCCUPATIONAL HEALTH - SAFETY - ENVIRONMENT

AUDIT SYSTEM

(Based on the New Construction Regulations)

*** Denotes items applicable to both Construction sites and Contractors Plant/Storage**

1. ADMINISTRATIVE & LEGAL REQUIREMENTS

Section/Regulation	c) Subject	(1) Requirements	d) Yes/No
Construction. Regulation 3	Notice of carrying out Construction work	Department of Labour notified Copy of Notice available on Site	
General Admin. Regulation 3	*Copy of OH&S Act (Act 85 of 1993)	Updated copy of Act & Regulations on site Readily available for perusal by employees	
COID Act Section 80	*Registration with Compens. Insurer	Written proof of registration / Letter of good standing available on Site	
Construction. Regulation 4 & 5(1)	OH&S Specification & Plan	OH&S Specification received from Client OH&S plan developed Updated regularly	
Section 8(2)(d) and Construction. Regulation 6	*Hazard Identification & Risk Assessment	Hazard Identification carried out/Recorded Risk Assessment and Plan drawn up/Updated Risk Assessment Plan available on Site Employees/Subcontractors 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 5(2)	Designation of Person Responsible on Site	Competent person appointed in writing as Construction Supervisor	
Construction. Regulation 5(5)(a)	Designation of Subordinate Person	Competent person appointed in writing as Sub-ordinate Construction Supervisor	
Section 17 & 18	*Designation of Occupational Health & Safety Representatives	More than 20 employees - one OH&S Representative, one additional OH&S Rep. for each 50 employees or part thereof. Designation in writing, period and area of responsibility specified. Meaningful OH&S Rep. reports. Reports actioned by Management.	
Section 19 & 20	*Occupational Health & Safety Committee/s	OH&S Committee/s established. Members appointed in writing. Meetings held monthly. Minutes kept. Actioned by Management.	

Section 37	*Agreement with Mandatories (Sub-Contractors)	Written agreement with Subcontractors. List of Subcontractors displayed. Proof of Registration with Compensation Insurer/Letter of Good Standing Construction Work Supervisor designated Written arrangements concerning OH&S Reps & OH&S Committee Written arrangements regarding First Aid	
Construction. Regulation 7	Fall Prevention & Protection	Competent person appointed to draw up and supervise the Fall Protection Plan	

Section/Regulation	c) Subject	(1) Requirements	d) Yes/No
		Proof of appointees competence available on Site Risk Assessment carried out for work at heights Fall Protection Plan drawn up/updated Available on Site	
Construction. Regulation 8	Roofwork	Competent person appointed to plan & supervise Roofwork. Proof of appointees competence available on Site Risk Assessment carried out Roofwork Plan drawn up/updated Roofwork inspect before each shift. Inspection register kept Employees medically examined for physical & psychological fitness. Written proof available	
Construction. Regulation 9	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. Regulation 10	Formwork & Support work	Competent person appointed in writing to supervise erection, maintenance, use and dismantling of Support & Formwork Design drawings available on site Risk Assessment carried out Support & Formwork inspected: - before use/inspection - before pouring of concrete - weekly whilst in place - before stripping/dismantling. Inspection register kept	
Construction. Regulation 11	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 SABS 085 available on Site Risk Assessment carried out Inspected weekly/after bad weather. Inspection register/s kept	
Construction. Regulation 12	Suspended Scaffolding	Competent persons appointed in writing to: - erect Susp.scaffolding (Scaffold Erector/s) - act as Susp.Scaffold Team Leaders - inspect Susp.Scaffolding weekly and after inclement weather (Scaffold Inspector/s) Risk Assessment conducted Certificate of Authorization 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	

Section/Regulation	c) Subject	(1) Requirements	d) Yes/No
		The following tests to be conducted by a competent person: - load test of whole installation and working parts every 12 months - hoisting ropes/hooks/load attaching devices quarterly. Tests log book kept Employees working on Susp. Scaffold medically examined for physical & psychological fitness. Written proof available	
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	
Constructions . 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 16	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 17	Caissons & Cofferdams	Competent person appointed in writing to supervise, control & inspect the construction, installation/dismantling of caissons/coffer dams Written Proof of Competence of above appointee available on Site Risk Assessment carried out To be inspected daily by a competent person. Inspections register kept	
Construction. Regulation 18	Explosive Powered Tools	Competent person appointed to control the issue of the Explosive Powered Tools & cartridges and the service, maintenance and cleaning. Register kept of above Empty cartridge cases/nails/fixing bolts returns recorded Cleaned daily after use	
Construction. Regulation 19	Batch 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	

Section/Regulation	c) Subject	(1) Requirements	d) Yes/No
		Batch Plant to be inspected weekly by a competent person. Inspections register kept	
Construction. Regulation 20/ Mine Health & Safety Act (29 of 1996)	Tunneling	Complying with Mines Health & Safety Act (29 of 1996) Risk Assessment carried out	
Construction. Regulation 21/ 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.) - 3 monthly Risk Assessment carried out	
Construction. Regulation 22/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 and -lights and extension leads identified/numbered. Monthly visual inspection by User/Issuer/ Storeman. Register kept.	
Construction. Regulation 2 Diving Regulations	Water Environments	Competent person appointed in writing to supervise diving operations and ensure maintenance, statutory inspection and testing by an Approved Inspection Authority of equipment used Written Proof of Competence of above appointee available on Site Proof of registration of all divers present on site available Risk Assessment carried out Diving Manual produced. Available on Site Record of Voice Communications kept Diving Operations record kept Each Diver keeps a personal logbook. Entries countersigned by the Diving Supervisor Decompression tables available on Site Records of any Decompression illness kept Certificate of Manufacture of any Compression Chamber or Diving Bell in use available on Site	
Construction. Regulation 30/ General Safety Regulation	*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	

Section/Regulation	c) Subject	(1) Requirements	d) Yes/No
8(1)(a)		available on Site	
Construction. Regulation 31/ 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. Inspection Register kept Serviced annually	
Construction. Regulation 32/ 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 Aiders and Certificates Name of person/s in charge of First Aid box/es displayed. Location of F/Aid box/es clearly indicated. Signs instructing employees to report all Injuries/illness including first aid injuries	
Construction. Regulation 33/ General Safety Regulation 2	Personal Safety Equipment (PSE)	PSE Risk Assessment carried out Items of PSE prescribed/use enforced Records of Issue kept Undertaking by Employee to use/wear PSE	
Construction. Regulation 34/ 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 Equipment identified/numbered and entered into a register Equipment inspected monthly. Inspection Register kept	
Construction. Regulation 35/ Hazardous Chemical Substances (HCS)	*Control of Storage & Usage of HCS	Competent Person/s with specific knowledge and experience designated to Control the Storage & Usage of HCS Written Proof of Competence of above appointee available on Site Risk Assessment carried out Register of HCS kept/used on Site	
Construction. Regulation 36/Vessels under Pressure Regulations	Vessels under Pressure (VUP)	Competent Person/s with specific knowledge and experience designated to supervise the use, storage, maintenance, statutory inspections & testing of VUP's Written Proof of Competence of above appointee	

Section/Regulation	c) Subject	(1) Requirements	d) Yes/No
		available on Site Risk Assessment carried out Certificates of Manufacture available on Site Register of VUP's 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 37	Construction Vehicles & 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	
Construction. Regulation 38/ General Safety Regulation 13D	*Inspection of Ladders	Competent person appointed in writing to inspect Ladders Ladders inspected at arrival on site and monthly there after . Inspections register kept	
Construction. Regulation 39/ General Safety regulation 13B	Ramps	Competent person appointed in writing to Supervise the erection & inspection of Ramps. Inspection register kept.	

ANNEXURE 2

GUIDELINES FOR THE DEVELOPMENT OF A HEALTH & SAFETY PLAN

1. Project Background

In terms of the Construction Regulations [Regulation 4 (1) (a)] of the Occupational Health and Safety Act, No 85 of 1993, the Client is required to compile an Occupational Health and Safety specification for each of its projects and the Principle Contractor, appointed by the Client in terms of Regulation 4 (1) (c), is required to prepare an Occupational Health and Safety Plan. This plan has to be prepared in terms of Regulation 5 (1) as well as the Client's Occupational Health & Safety Specification. In terms of Regulation 4 (2), the Client and the Principle Contractor are required to agree on the Occupational Health and Safety Plan before any work may commence.

2. Framework for an Occupational Health and Safety Plan

2.1 Introduction

The Principal Contractor has to demonstrate to the Client that he has a suitable and sufficiently documented Occupational Health and Safety Plan as well as the necessary competencies, experience and resources to perform the construction work safely. The Principle Contractor could be required to submit the following documentation for perusal and verification by the Client:

- *Management Structure*
- *Quality Plan*
- *Human Resources Plan*
- *Registered Workplace Skills Plan*
- *"Letter of good standing" from the Compensation Commissioner or licensed compensation insurer.*
- *Proof of induction and other training of employees*
- *Example copy minutes of previous Occupational Health and Safety Committee meetings and copies of Incident Investigation Reports*

2.2 Contents of an Occupational Health and Safety Plan

2.2.1 Occupational Health and Safety Management Programme

- Management of Occupational Health and Safety risks
- Occupational Health and Safety structures and appointments
- Programme of Occupational Health and Safety inspections
- Occupational Health and Safety Representatives
- Occupational Health and Safety committee

2.2.2 Communication and Management of the Work

- Management structure and responsibilities
- Occupational Health and Safety goals for the project and arrangements for monitoring and review of Occupational Health and Safety performance.

- **Arrangements for:**
 - Regular liaison between parties on site
 - Consultation with the workforce
 - The exchange of design information between the Client, engineer, supervisors and contractors on site
 - Handling design changes during the project
 - Selection and control of contractors
 - The exchange of Occupational Health and Safety information between all contractors
 - Security
 - Site induction and onsite training
 - Facilities and first-aid
 - The reporting and investigation of accidents and incidents
 - The production and approval of risk assessments and method statements
 - Site OH&S rules
 - Fire and emergency procedures
 - Reporting to the Client i.e. results of Occupational Health and Safety inspections, incident
 - and incident investigations and committee meetings
 - Reporting of incidents to the Department of Labour and Compensation insurer where appropriate

2.2.3 Arrangements for controlling significant site risks

The following are some examples of the arrangements for controlling the most significant site risks:

- Safety risks
 - Services, including temporary electrical installations
 - Preventing employees from falling into excavations, from trucks etc.
 - Work with, on or near fragile materials
 - Control of lifting operations
 - The maintenance of plant and equipment
 - Poor ground conditions
 - Traffic routes and segregation of vehicles and pedestrians
 - Storage of hazardous materials
 - Dealing with existing unstable structures/land
 - Accommodating adjacent land use
 - Other significant safety risks as and when identified
- **Health risks**
 - Storage and use of hazardous chemical substances
 - Dealing with contaminated land or material
 - Manual handling
 - Reducing noise and vibration
 - Provision of adequate lighting

- Ventilation considerations
- Extreme heat and cold temperature considerations
- Dealing with HIV/Aids and other illnesses
- Provision of and maintaining ablution and eating facilities
- Other significant health risks as and when identified
-

2.2.4 Preparation of an Occupational Health and Safety Operational Reference File/Manual

The following are some of the requirements to be addressed:

- Layout, format and content requirements
- Arrangement for the collection and gathering of information
- Storage and archiving of all the information
- Copy to the Client at completion of project

Suggested Contents of an OH&S File/Manual

- OH&S Policy
- Notice of new project
- Site start-up
- **Security measures**
- **Written designations & appointments**
- Arrangements with contractors/mandataries
- **OH&S rules and procedures**
- **Induction**
- **OH&S training**
- **OH&S promotion**
- **OH&S representatives**
- **OH&S committees**
- **Workplace facilities e.g. ablutions, sheltered eating areas etc.**
- **Protective equipment**
- **Workplace inspections and audits**
- **Investigation & reporting of incidents/accidents**
- **Mechanical safeguarding**
- **Electrical safeguarding**
- **Safeguarding against hazardous substances**
- **Lifting machinery & equipment**
- **Construction vehicles & mobile plant**
- **Welding, heating & flame cutting**
- **Excavations**
- **Protection of the environment affected by construction activities**
- Keeping of records in terms of the OH&S Act (85 of 1993)

ANNEXURE 3

GUIDE TO RISK ASSESSMENT

1. HOW TO DO IT ?

2. Steps to Effective Risk Assessment

- Step 1 : Identifying the hazards
Step 2 : Aim to identify major hazards, don't waste time on the minor & detail
Step 3 : Involve as many people as possible in the process especially those at risk
Step 4 : Gather all the information and analyse it
Step 5 : Look at what actually occurs including non-routine operations
Step 6 : Use a systematic approach to ensure all hazards are adequately addressed
Step 7 : Assess the risks arising taking into account the effectiveness of controls
Step 8 : Ensure the process is practical and realistic
Step 9 : Always record the assessment in writing including assumptions and why

3. HOW SERIOUS IS IT?

PROBABILITY

- A Common
B Has Happened
C Could Happen
D Not Likely
E Practically impossible

CONSEQUENCES

- 1 Fatality or permanent disability
2 Major injury
3 Average Lost Time Injury
4 Minor Injury
5 Medical Treatment or less

PROBABILITY

C O N S E Q U E N C E S		A	B	C	D	E
	1	1	2	3	4	5
	2	2	3	4	5	6
	3	3	4	5	6	7
	4	4	5	6	7	8
	5	5	6	7	8	9

Risk Rating:	1 – 3 =	Serious	e) ACTION
	4 - 5 =	High	Immediate (within 1 week)
	6 – 7 =	Moderate	Within 1 month
	8 – 9 =	Acceptable	> 4 weeks No action

SAFCEC – SA Federation of Civil Engineering Contractors

LIST OF RISK ASSESSMENTS AVAILABLE (as at 2003.07.07)

Access Towers	Fuel Supply
Acid Washing	Gas Cylinders – Handling of
Aggregate/Sand Delivery	Gas Welding-cutting oper.
Angle Grinder	Gas Welding-cutting operations
Arc Welding	Guillotine
Armco Barriers - installation	Hand & Spray Painting
Assem. of elements by boilermaker	Hand ToolsJacking – with Hydraulic Pump
BackFilling	Hanging scaffolding
Bag Filling	Hauling
BandSaw	High cut operations
Banksman	Jacking Hydraulic Pump (1)
Batch Plant	Jacking Hydraulic Pump (2)
Bench Grinder	
Bin Scraper	Kerb Laying
Block Feeder	Landscaping
Block Machine	Lathe
BoomScraper	Layering of (Road work) Materials
Bricks – Laying of	Layering Process
Brickwork	Laying Kerbs
Bulk Earthworks	Laying of stormwater drains
Cement Spray Truck	Levelling – of materials
Clearing & Grubbing of Area/Site	Lifting Concr. Beams on to trailers
Compr. Gas Cylinders-handling	Loading supervisor
Compressors – Air	Loading/Unloading - of Trucks
Concrete – placing of (1)	Loffels – placing/laying
Concrete – placing of (2)	Machine operator
Confined Spaces – Working in	Making of steel items
Conveyors	Material delivery
Cutting – of Earthworks	Materials Handling
David Arm	Mixer operator
Deck Panels – placing	Mobile Cranes
Depalletor Operator	Pedestal Drill
Diss. Asembly Rejects	Pedestal Grinder
Distribution Boards – Electrical	Placing Concrete
Drivers – of Vehicles	Plastering
Dry Tile Deracking	Portable Electric Drill
Dumpers - Concrete	Portable Electric Tools
Electrical Installation – Maintenance of	Portable Ladders
Elevated Positions	Post Tensioning
Erecting – Instal/ Shutters	Radial Arm Drill
Excavations (1)	Refuelling Vehicles/Plant
Excavations (2)	Reinforcing Steel – placement (1)
Explosive Powered Tools	Reinforcing Steel – placement (2)
Finger Car	Road Traffic Signs – placement of
Fire Fighting Prevention Fire	Roadworks - Deviations
Prevention & Protection	Roof Truss erection
Formwork	SandBlasting
Friction Saw	Scaffolding
Front End Loader	Shuttering – Erection
	Shuttering – Stripping

Site Establishment (1)
Site Establishment (2)
SkillSaw
Spray Painting
Stormwater pieps - laying
Structural Steel – Erection
Structural Steel – Laydown
Surveying
Suspended Scaffolds
Termite Proofing
Tile Machine
Tile stacking
Timber Feeder
Tower Cranes
Traffic Accommodation
Traffic Control/Regulation
Trench Excavation
Use of angle grinder
Use of Port. Elec. Tools.
Wet tile racking
Work confined spaces
Work in Elevated Positions
Working Platforms
Workshops

f) **OH&S – RISK ASSESSMENT**

RISK ASSESSMENT: SITE ESTABLISHMENT

TYPE OF WORK PERFORMED: _____

DATE COMPLETED: _____

ASSESSMENT PERFORMED BY: _____

Step No.	Activity Rules	What can cause injury/damage ?	Result of cause (injury/damage)	Preventative Measures (tools, PPE, equipment)	Controls (test, check list)	eights		
1.	Access to be a main consideration when positioning offices, stores and parking areas on site during planning stage. Possible one way traffic to be introduced	Restricted access to parking and delivery areas to storage areas.	Damage to transport and plant	Proper layout of site by Construction Manager and Site Agent taking into consideration all transport plant and material movements and storage on site.	Site Agent to check layout Drg. To compare with OHS Act requirements and whether they are to Concor's standards.			
2.	Oxygen and acetylene store to be a minimum distance of five metres away from other buildings. It needs to be well ventilated and have a roof to keep direct exposure to the sun.	Fire explosion leaking gas may spread if to close to other buildings.	Damage to property and plant. Health of employees.	See item 1.	See item 1.			
3.	Diesel tanks to be a distance of 10 metres away from any building and parking areas. A	Fire may spread to adjacent buildings and plant if is too	Burns on all parts of body. Damage to plant and property.	See item 1. Persons in charge of tanks should be inducted regarding all the hazards involved and how to control them	See item 1. Supervisor to monitor on an ongoing basis if rules are complied with			

	slab with a bund wall capable of carrying 110% of the tank capacities must be constructed for the tanks to stand in.	close.						
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Step No.	Activity Rules	What can cause injury/damage?	Result of cause (injury/damage)	Preventative Measures (tools, PPE, equipment)	Controls (test, check list) During erection & ongoing	Weights		
						Safety	Health	R/R
4.	All cables from distribution board to offices, store and for security to be underground. The distribution board is to stand on a firm level base and should be locked at all times.	Damaged cables loose wires exposed.						
5.	Security fencing minimum height of 1.8 meter around site area together with two double gates.	Theft of property. Access to unauthorised persons.	Loss of property. Injury to persons.	Security guards to be appointed to keep watch.	Supervisor to put system of control in place			
6. 6.1 6.2 6.3 6.4 6.5	Services to be available during site establishment. Fire fighting equipment. First aid boxes. First aider. Drinking water. Toilets.	Not having the essential services at hand.	Health of employees. Loss of property through fire.	6.1 to 6.5 are to be included on first order placed for contract. Dry chemical powder ABCDE fire extinguishers to be ordered 4 off for start.	Site Agent to see that these requirements are on site from start of site establishment.			
7.	Water tank tower to consist of very well cross braced pipe structure standing on concrete base.	Badly constructed water tower under designed structurally could cause tower to collapse.	Injury to persons. Damage to property.	Supervisor to erect as per design office specifications.				

Step No.	Activity Rules	What can cause injury/damage?	Result of cause (injury/damage)	Preventative Measures (tools, PPE, equipment)	Controls (test, check list) During erection & ongoing	Weights		
8.	Safety sign & notice board to be placed close to entrance of main gate	Not informing employees and public what the site rules are.	Injury to persons. Damage to property.	Concur standard notices/ Posters to be displayed. Available from Head Office.	Site manager to check that board has been erected.			
9.	Laydown areas to be sufficient in size. timber poles to be available to stack materials on.	With inadequate space various materials will be stacked on top of each other causing unstable stacks.	Injury to persons loading, unloading materials.	Allow sufficient space for laydown area during planning stage of site layout. Access to be considered important.	Site agent to discuss with Foreman regarding his requirement at planning stage.			
10.	Toilets are to be well ventilated.	No ventilation in toilets may cause germs to propagate.	Possible health problems due to germs.	Extraction fans to be fitted if required.	Supervisor to check if he is satisfied with ventilation.			
ASSESSMENT: 1 – 10 (HIGH)				11 – 16 (MEDIUM)	17 – 25 (LOW)			

RISK ASSESSMENT: EXCAVATIONS (PLANT & MANUAL)

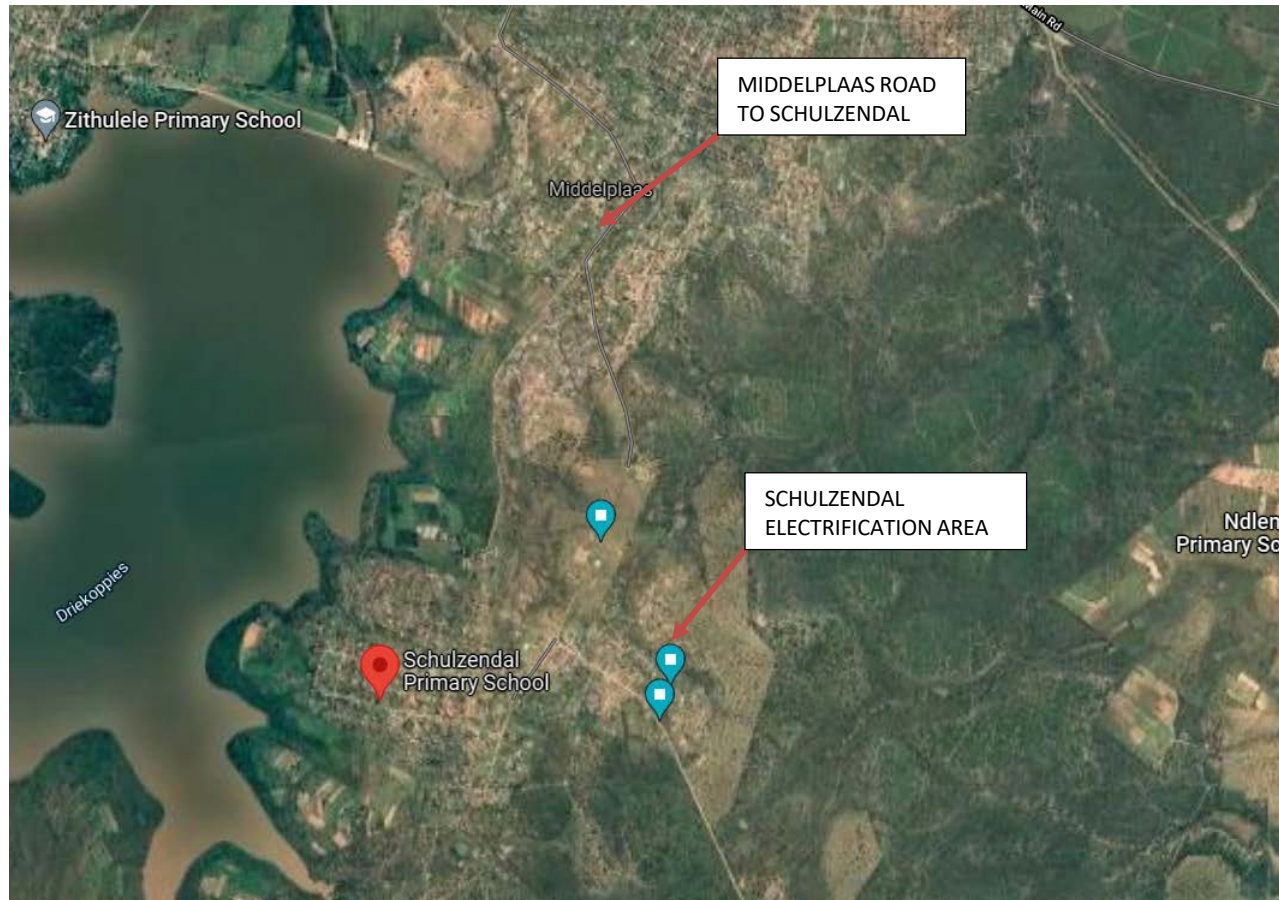
TYPE OF WORK PERFORMED:						DATE COMPLETED: _____		
ASSESSMENT PERFORMED BY:								
Step No	Activity Rules	What can cause injury/damage	Result of cause (injury/damage)	Preventative measures (tools, PPE, equipment)	Controls (t		est, checks)	
When using a machine to excavate, observe the following:						Safety	Health	Finan.
1	Operator must ensure there are employees area.	Employees not visible to operate or moving machine.	An injury to all parts of the body and as well as more serious fatal injuries.	Operator must work under close supervision. He must inspect the work or works area prior to commencing work.	to ensure are informed working in this upervision.			
2	Machine not to operate while employees are working in same excavations.	Danger of injury of employee by machine.	Bruises, scratches, fractures and fatal.	Supervisor must instruct operator when to commence work.	to control e procedure.			
3	All excavated materials must be discharged not closer that 2m from the edge of the excavation. When excavating manually, observe the following. See original	Materials can fall onto employees and the excavation may need extra work.	Injuries to employees and the excavation may need extra work.	Supervisor must instruct operator where to place discharged soil and gravel.	Supervisor	to control.		
4	Using a pick and a shovel.	Unsafe use of a pick or a shovel.	Injury to employees.	Induct employees on safe working procedures.	and charge ntrol.			

5	Check sides of excavations.	Unstable / loose material causes unsafe condition.	Injury to employees and damage to excavations.	Supervisor to inspect sides on a regular basis.	Supervisor / charge hand to control.			
6	Excavated material to be placed away from side of excavation.	Materials can fall onto employees when working inside the excavation.	Bruises, scratches, fractures and fatal.	Employees to be instructed not to place loose soil on edge of the excavation.	Supervisor to control.			
7	All excavations deeper than 1,5 m must have an access ladder available for employees to get into and out of the excavation safely.	Employees not able to enter or exit the excavation safely.	In case of an emergency too many employees may be buried as a result of inadequate access. Employees may also strain muscles to get into or out of an excavation without safe and convenient access.	Providing a ladder makes access into and out of the excavation area easy and safe.	Supervisors to ensure employees are given safe and convenient access to excavations.			
8	Sides of excavation to be shored (if necessary) and barricaded immediately.	Sides may collapse. Employees may NOT BE AWARE OF THE EXCAVATION AND FALL INTO IT.	Damage to the excavation. Injury to employees,	Put adequate shoring and strong physical barricades in place immediately.	Supervisor and charge hand to control.			
9	Excavations must be backfilled as soon as possible after excavation.	Excavations could collapse. Employees could trip and fall in. Vehicles and machinery could damage excavations.	Damage to excavations. Injury to employees. Damage to plant and machinery.	Keep area barricaded with a strong physical barricade and backfill as soon as possible.	Supervisor and charge hand to control.			

NKOMAZI LOCAL MUNICIPALITY

C6 Site Information

The village of SCHULZENDAL, lies about 6km south of Middelplaas at the following coordinates (25°45'08.5"S and 31°33'25.4"E). Housing is mostly formal, brick and mortar type – there may be a few cases of shacks.



ANNEXURE 4

GENERAL CONDITIONS OF CONTRACT

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- 1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 “GCC” means the General Conditions of Contract.
- 1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “Project site,” where applicable, means the place indicated in bidding documents.
- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

- | | |
|--|--|
| 2. Application | <p>2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p> |
| 3. General | <p>3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.</p> <p>3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za</p> |
| 4. Standards | <p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p> |
| 5. Use of contract documents and information; inspection. | <p>5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.</p> <p>5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.</p> <p>5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.</p> <p>5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.</p> |
| 6. Patent rights | <p>6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.</p> |
| 7. Performance security | <p>7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.</p> |

- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with

supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

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

10. Delivery and documents

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment	16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC. 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract. 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier. 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
17. Prices	17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
18. Contract amendments	18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
19. Assignment	19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
20. Subcontracts	20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
21. Delays in the supplier's performance	21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract. 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract. 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority. 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

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

22. Penalties

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

23. Termination for default

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

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard

the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security,

damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

**26. Termination
for insolvency**

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

**27. Settlement of
Disputes**

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of
liability**

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

	(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. . Applicable law	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country. 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser. 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation (NIP) Programme	33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34. Prohibition of Restrictive practices	3.4.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor (s) was / were involved in collusive bidding (or bid rigging) 3.4.2 If bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the Contemplated Act No. 89 of 1998. 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract

in whole part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and /or claim damages from the bidder(s) or contractor(s) concerned.

Js General Conditions of Contract (revised July 2010)