



CHIEF ALBERT LUTHULI LOCAL MUNICIPALITY

CONTRACT NUMBER: ALMT23/2023

**ELECTRIFICATION OF HOUSEHOLDS AND BULK SUPPLY IN VARIOUS WARDS
(BADPLAAS AREAS)**

BID SPECIFICATION DOCUMENT

CLOSING DATE & TIME: 28 NOVEMBER 2023 AT 12H00

Issued by:
Chief Albert Luthuli Local Municipality
P.O. Box 24
CAROLINA
1185

NAME OF TENDERER:

TOTAL BID PRICE (**EXCL. VAT**):

TOTAL BID PRICE (**INCL. VAT**):

PREFERENCE / BBBEE GRADING:

CENTRAL SUPPLIER (MAAA) NO:

TAX COMPLIANT STATUS PIN:
.....

TENDER.....	1
Part E1: Tendering Procedures.....	1
T1.1 Tender Notice and Invitation to Tender	2
T1.2 Tender data	3
Part T2: Returnable Documents.....	13
T2.1 List of Returnable Documents	13
Part T2: Returnable Documents.....	14
T2.2 Returnable Documents	14
Preferencing schedule: Broad Based Black Economic Empowerment Status	35
The undersigned, who warrants that he / she is duly authorised to do so on behalf of the respondent, confirms that:.....	52
FORM N: AGREEMENT AND CONTRACT DATA.....	57
Form of Offer and Acceptance	57
CONTRACT.....	183
Part C1: Agreement and Contract Data	66
C1.1 Form of Offer and Acceptance.....	66
C1.2 Contract Data	71
C1.3 Pro Forma Performance Guarantee	77
Part C2: Pricing Data	82
C2.1 Pricing Instructions	82
Part C3: Scope of Work	92
3.1 DESCRIPTION OF WORKS	92
C3.4 CONSTRUCTION	110
Table 2: Minimum clearance for live terminals of equipment mounted on line structures..	113
PSA 7 TOLERANCES	137
3.5 MANAGEMENT	175

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

TENDER

This part of the Bid Specification Document consists of the following three sections:

Part T1: Submission procedures

- T1.1 Notice and invitation to submit an expression of interest
- T1.2 Submission data

Part T2: Returnable documents

- T2.1 List of returnable documents
- T2.2 Submission schedules

Part C3: Indicative scope of work

- C3 Indicative scope of work

Part E1: Tendering Procedures

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

T1.1 Tender Notice and Invitation to Tender

CHIEF ALBERT LUTHULI LOCAL MUNICIPALITY
INVITATION TO TENDER AND TENDER NOTICE

Tenders are hereby invited from experienced contractors for the **ELECTRIFICATION OF HOUSEHOLDS AND BULK SUPPLY IN VARIOUS WARDS. Tenderers should have a minimum CIDB contractor grading of 4EP.**

Tender documents will be obtainable from 13 November 2023 from the Chief Albert Luthuli Local Municipality Finance Office at Carolina against payment of a non-refundable levy of R928,62. Only bank guaranteed cheques or cash will be accepted. Cheques shall be made payable to Chief Albert Local Municipality. Documents can be obtained during normal working hours which are 07h30 - 15h30 Mondays to Fridays days. This bid document is also available at no cost on the e-Tender Website at <http://www.etenders.gov.za/content/advertised-tenders>, and on CALLM Website.

Duly completed tenders enclosed in a sealed envelope marked “**TENDER NO ALMT23/2023: ELECTRIFICATION OF HOUSEHOLDS AND BULK SUPPLY IN VARIOUS WARDS (BADPLAAS); CLOSING DATE: 28 November 2023 at 12h00**” with the name of the Tenderer, shall be deposited in the tender box provided at the Chief Albert Luthuli Local Municipality Head Office at Carolina before **12h00 on the closing date**. The tenders will be opened in public.

There will be a **compulsory briefing session on the 17 November 2023 at PMU Boardroom, Chief Albert Luthuli Offices at Carolina at 10h00**, and tenderers are advised to read and understand the tender conditions.

Technical queries may be directed to **Ms. Phindile Malinga at 0662523134** or email: MalingaPC@albertluthuli.gov.za. Tender documents enquiries may be directed to **Mr JA NKOSI on 017 843 4000** or mail nkosija@albertluthuli.gov.za.

The lowest acceptable tender will determine the Preferential point system to be used: 80/20 or 90/10. The point system shall apply whereby a contract will be allocated to a tenderer in accordance with the Preferential Procurement Policy Framework Act, Act No 5 of 2000 and as defined in the Conditions of Tender in the tender document, read in conjunction with the Preferential Procurement Policy of Chief Albert Luthuli Local Municipality.

Tenderers must have the necessary skills, experience and capacity to perform the required work.

The **closing date and time** for the tender is **28 November 2023 at 12h00**.

The Municipality is not obliged to appoint the bidder with the lowest price but will consider the bidder scoring the highest number of points in line with the set criteria. Chief Albert Luthuli Local Municipality reserves the right not to make any appointment for this tender.

Mr. ME THABETHE
MUNICIPAL MANAGER



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

T1.2 Tender data

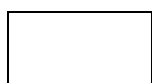
The conditions of tender are the Standard Conditions of Tender as contained:

1. The Conditions of Tender are the Standard Conditions of Tender as contained in SANS 10845-3:2015 Edition 1.
2. SANS 10845-3:2015 Edition 1 is obtainable from SABS Standards Division, 1 Dr Lategan Road, Groenkloof or Private Bag X191, Pretoria, 0001. Tel: +27 12 428 7911 Fax: +27 12 344 1568. Website: www.sabs.co.za.

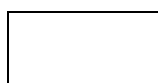
SANS 10845-4 make several references to the Submission Data for details that apply specifically to this submission. The Submission Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions for the calling for Expressions of Interest.

Each item of data given below is cross-referenced to the clause in SANS 10845-4 to which it mainly applies.

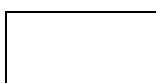
Clause number	Tender Data
3.1	The Employer is Chief Albert Luthuli Local Municipality
3.2	The documents associated with the calling for expressions of interest issued by the employer comprise: THE TENDER Part T1: Tendering procedures T1.1 - Tender notice and invitation to tender T1.2 - Tender data Part T2: Returnable documents T2.1 - List of returnable documents T2.2 - Returnable schedules THE CONTRACT Part C1: Agreements and Contract data C1.1 - Form of offer and acceptance C1.2 - Contract data C1.3 - Performance Bond Part C2: Pricing data C2.1 - Pricing assumptions C2.2 - Bill of Quantities Part C3: Scope of work C3 - Scope of work Part C4: Site information C4 - Site information
3.4	The employer's agent is: Name: Imisebe Engineering Technologies Physical address: 18 Timbavati Drive Riverside Park Ext 5, 1201 Mbombela Postal address: P.O. Box 25410 Mbombela 1200



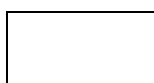
Contractor



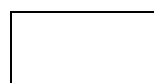
Witness 1



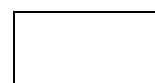
Witness 2



Employer



Witness 1



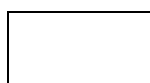
Witness 2

CHIEF ALBERT LUTHULI MUNICIPALITY

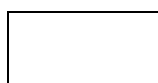
ELECTRIFICATION OF HOUSEHOLDS AND BULK SUPPLY IN VARIOUS WARDS BADPLAAS

Number ALMT23/2023

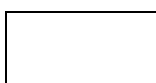
	Telephone: (073) 096 9222 / 079 387 6589 Fax: 086 609 5995 E-mail: lmisebe.ETech@gmail.com
	The language for communications is English
3.6	The competitive selection procedure shall be applied.
4.1	Only those respondents who satisfy the following eligibility criteria and who provide the required evidence in their submissions are eligible to have their submissions evaluated: 1) Extensive experience in Medium Voltage (22kV and 11kV) power line construction and Low Voltage lines with service connections installation knowledge.
4.1	Only those respondents who are registered with the Construction Industry Development Board, or are capable of being so registered within 21 working days from the closing date for submission, in a contractor grading designation of 4EP or higher, are eligible to have their submissions evaluated. Joint ventures are eligible to have their submissions evaluated provided that: - every member of the joint venture is registered with the CIDB not later than 21 working days from the closing date for submissions; - the lead partner has a contractor grading designation in the 4EP class of construction work; and - the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than the required contractor grading designation.
4.1	The following respondents who are registered with the CIDB, or are capable of being so registered not later than 21 working days from the closing date for the submission, are eligible to have their submissions evaluated: a) those respondents who are registered with the Construction Industry Development Board, or are capable of being so registered within 21 working days from the closing date for submission, in a contractor grading designation of 4EP or higher; and b) contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of a) above and who satisfy the following criteria: the employer is satisfied that such a contractor has the potential to develop and qualify to be registered in that higher grade as determined in accordance with the provisions of the <i>CIDB Specification for Social and Economic Deliverables in Construction Works Contracts</i>; and the employer agrees to provide the financial, management or other support that is considered appropriate to enable the contractor to successfully execute that contract. Joint ventures are eligible to have their submissions evaluated provided that: - every member of the joint venture is registered with the CIDB not later than 21 working days from the closing date for submissions; - the lead partner has a contractor grading designation in the 4EP class of construction work; and - the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than the required contractor grading designation.



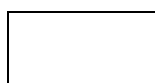
Contractor



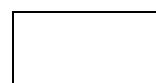
Witness 1



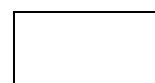
Witness 2



Employer



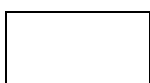
Witness 1



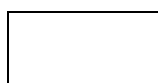
Witness 2

CHIEF ALBERT LUTHULI MUNICIPALITY
ELECTRIFICATION OF HOUSEHOLDS AND BULK SUPPLY IN VARIOUS WARDS BADPLAAS
 Number ALMT23/2023

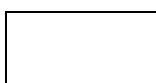
4.7	The employer's address for delivery of submissions and identification details to be shown on each submission package are: Location of tender box: Ground Floor at the Foyer Physical address: 28 Kerk Street, Carolina Identification details: The Municipal Manager, Chief Albert Luthuli Local Municipality, Tender No: ALMT23/2023 - ELECTRIFICATION OF HOUSEHOLDS AND BULK SUPPLY IN VARIOUS WARDS (BADPLAAS)
4.9	The closing time for submissions is as stated in the Notice and Invitation to Submit an Expression of Interest.
4.9	Telephonic, telegraphic, telex, facsimile or e-mailed submissions offers will not be accepted.
4.12	No alternative tender offers will be considered
4.12	If a tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the employer's standards and requirements, the details of which may be obtained from the employer's agent. Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal. Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements. The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the employer's costs in confirming the acceptability of the detailed design.
4.13.1	Parts of each tender offer communicated on paper shall be submitted as an original, plus 0 copies.
4.13.5 4.15	A compulsory clarification meeting with representatives of the Employer will take place at PMU Boardroom, Chief Albert Luthuli Local Municipality Office at Carolina: Date: 17 November 2023 Time: 10:00 Confirmation of attendance will be recorded on site in the attendance register to be signed by all bidders. No individual may represent more than one bidder at the compulsory briefing session. Representatives must attend the session in totality. Non-completion of the attendance register will lead to automatic disqualification. Tender documents will not be made available at the clarification meeting. Addenda will be issued to and submissions will be received only from those responding entities appearing on the attendance list.
4.13.4	The tenderer is required to submit with his tender the following certificates: 1) Only a SARS Compliance Status PIN is required 2) Company Registration Certificate 3) Current Municipal Account accompanied by the municipal invoice of the lessor not owing more than 90 days 4) CIDB Certificate



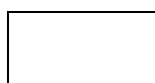
Contractor



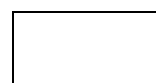
Witness 1



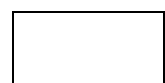
Witness 2



Employer



Witness 1



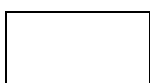
Witness 2

CHIEF ALBERT LUTHULI MUNICIPALITY

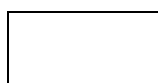
ELECTRIFICATION OF HOUSEHOLDS AND BULK SUPPLY IN VARIOUS WARDS BADPLAAS

Number ALMT23/2023

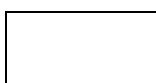
	5) Registration on National Treasury central supplier database 6) Workman's Compensation Certificate 7) Valid original or certified copy of BBB-EE or a sworn affidavit 8) Tenders bank details accompanied by the stamped bank confirmation letter not older than 3 months 9) CSD Summary report
4.13.6	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
4.15	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
4.16	The tender offer validity period is 90 days.
4.20	The tenderer is required to submit with his tender a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Part C1.3 of this procurement document
5.1	The Employer will respond to requests for clarification received up to 7 working days before the tender closing time.
5.2	The employer shall issue addenda until 7 working days before tender closing time.
5.4	Tenders will be opened immediately after the closing time for tenders at 12:00 hrs.
5.11.1	The financial offer will be reduced to a comparative basis using the Tender Assessment Schedule.
5.11.4	The procedure for the evaluation of responsive tenders is Method 3 (Financial offer and preference). There will be 3 stages utilised for evaluate responsive tenders. Stage 1 Utilising this procedure, functionality and quality will be used as a threshold for evaluations in this section. The minimum number of evaluation points for functionality and quality, and the calculation thereof, are according to the provisions of 5.11.9. Tender offers that fail to score the minimum number of points for quality will be rejected and deemed non-responsive. Stage 2 The financial offer will be scored using the following formula: $A = (1 - (\frac{P - P_m}{P}))$ Pm The value of value of W₁ is: 1) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R100,000,000 or 2) 80 where the financial value inclusive of VAT of one or more responsive tender offers have a value that equals or is less than R 50,000,000 Stage 3 Up to 100 minus W₁ tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed. Scoring of points for Preferences (NP) will be done in terms of Regulation 5(2) and 6(2) of the Preferential Procurement Regulations whereby preference points must be awarded to a bidder for attaining B-BBEE status level of contribution in accordance with the table below:



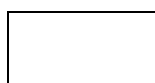
Contractor



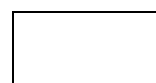
Witness 1



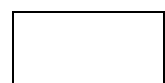
Witness 2



Employer



Witness 1



Witness 2

5.11.9

The quality criteria and maximum score in respect of each of the criteria are as follows:

COMPETENCE ACHIEVEMENT SCHEDULES

TABLE A1: EXPERIENCE, REPUTATION AND REFERENCES

	TARGETED GOALS Name reference with contact details	TENDERED GOAL	POINTS CLAIMED BY TENDERER	ALLOCATED POINTS
1		8		
2		8		
3		8		
4		8		
	SUB-TOTAL: Reputation and References	32		

1. EXPERIENCE, REPUTATION AND REFERENCES (Table A1) - (Maximum 32 Points)

- Proof of 4 x MV / LV reticulation projects of R 3m and above
- Provide copies of appointment letters with completion certificates
- The projects offered must have traceable contacts
- Household electrification projects will be an added advantage
- Experience on previous contracts of a similar project/scope (over last five years)
- 4 projects (Proof of completion to be submitted) - 8 Points per project will be allocated

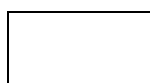
TABLE A2: FINANCIAL REFERENCES

	TARGETED GOALS	TENDERED GOAL	POINTS CLAIMED BY TENDERER	ALLOCATED POINTS
1	Bank rating of "C" or better (proof attached)	4		
2	Recent financial year audited financial statement	4		
3	Proof of guarantee/letter of intent from a registered financial institution to the value of 10% of the offer shall be submitted	2		
	SUB-TOTAL: Financial references	10		

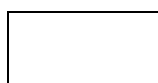
Note: Bank rating and proof of guarantee must be attached to qualify.

2. FINANCIAL REFERENCES (Table A2) - (Maximum 10 Points)

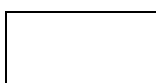
- Proof Of Banking Details and Bank Rating Letter of "C" or better
- Recent (last 2 years) financial year audited financial statement
- Proof of guarantee/letter of intent from a registered financial institution to the value of 10% of the offer shall be submitted.



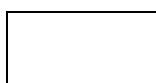
Contractor



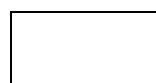
Witness 1



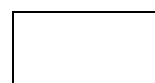
Witness 2



Employer



Witness 1



Witness 2

CHIEF ALBERT LUTHULI MUNICIPALITY
ELECTRIFICATION OF HOUSEHOLDS AND BULK SUPPLY IN VARIOUS WARDS BADPLAAS
Number ALMT23/2023

Point Allocation

6 points (100%) - Proof of guarantee/letter of intent from a registered financial institution to the value of 10% of the offer shall be submitted.

4 points (100%) – Bank Rating C or higher

TABLE A3: SPECIFIC KNOWLEDGE (Pre-qualification points)

	TARGETED GOALS	TENDERED GOAL	POINTS CLAIMED BY TENDERER	ALLOCATED POINTS
1	Construction Supervisor – Eskom Authorisation: Name:.....	4		
2	Proof of Eskom registration (vendor number)	4		
	SUB-TOTAL: Specific Knowledge	8		

Note: CV's and qualifications must be attached in order to qualify for points.

3. SPECIFIC KNOWLEDGE (Table A3) - (Maximum 8 Points)

Key Staff

- Construction Supervisor – Eskom Authorization
- Registration on Eskom panel of electrical contractors (Eskom vendor number) will be an added advantage

Point Allocation

4 points – Eskom Authorisation

4 points – Eskom vendor number

TABLE A4: PLANT AND EQUIPMENT

	TARGETED GOALS	TENDERED GOAL	POINTS CLAIMED BY TENDERER	ALLOCATED POINTS
1	1 x 6-8Ton Crane Truck	3		
2	1 x Rock Drill Truck	3		
3	2 x LDVs	2		
4	3 x Electrification's Toolboxes (attach proof of calibration certificates)	2		
	SUB-TOTAL: Plant and Equipment	10		

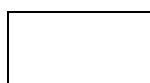
Note: Proof of ownership or letter of intent from a hiring company must be attached.

4. PLANT AND EQUIPMENT (Table A4) - (Maximum 10 Points)

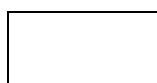
Points are allocated for the availability of required plant and equipment for the project (proof of ownership to be attached). There will be no pro-rated points allocated for this section.

Where letters of intent from a hiring company are to be attached they should not be:

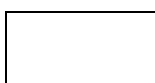
- Generic letters issued to satisfy the Tender requirements,
- Letters should not be dated older than 1 month prior to closing of tender,
- Frequently obtained and where the supplier is unaware of the tenderers request to supply the said equipment.



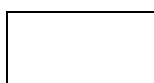
Contractor



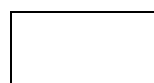
Witness 1



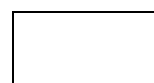
Witness 2



Employer



Witness 1



Witness 2

CHIEF ALBERT LUTHULI MUNICIPALITY
ELECTRIFICATION OF HOUSEHOLDS AND BULK SUPPLY IN VARIOUS WARDS BADPLAAS
Number ALMT23/2023

TABLE A5: SUMMARY FOR FUNCTIONALITY AND QUALITY

		Maximum Points to be Allocated	Minimum required points	Points Claimed by Tenderer	Allocated Points
Functionality and Quality (60 Points)	Table A1	32	16		
	Table A2	10	10		
	Table A3	8	8		
	Table A4	10	5		
	Sub Total	60	39		

The minimum number of evaluation points for functionality & quality is 39.

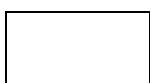
TABLE A6: SUPPLY CHAIN POLICY USING 80/20 PREFERENCE POINT SYSTEM

Preference Point system as per the PPP 2022

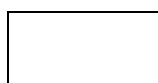
CHOOSE APPLICABLE PREFERENCE POINT SCORING SYSTEM	☐ 80/20	☐ 90/10
PRICE	80	90
SPECIFIC GOALS	20	10
Total points for Price and Specific Goals	100	100

Table 1

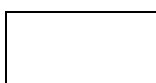
Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
1.	An EME or QSE which is at least 51% owned by black people	10	- ID Copy Or - SANAS Accredited BBBEE Certificate or sworn affidavit where applicable Or - CSD Report Or - CIPC (company registration)
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area	2	- ID Copy (Mandatory) - Office Municipal Rates Statement Or - Permission To Occupy from local chief in case of rural areas (PTO) Or - Lease Agreement
3.	An EME or QSE which is at least 51% owned by women	4	- ID Copy Or - CSD Report Or - CIPC (company registration)



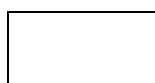
Contractor



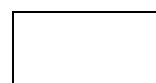
Witness 1



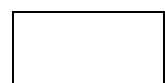
Witness 2



Employer



Witness 1



Witness 2

CHIEF ALBERT LUTHULI MUNICIPALITY
ELECTRIFICATION OF HOUSEHOLDS AND BULK SUPPLY IN VARIOUS WARDS BADPLAAS
Number ALMT23/2023

	4.	An EME or QSE which is at least 51% owned by people with disability	2	• ID Copy (Mandatory) Or • Medical Certificate Or • South African Social Security Agency (SASSA) registration Or • National Council for Persons with Physical Disability in South Africa registration (NCPDPSA) Or • CSD Report Or • CIPC (company registration)
	5.	An EME or QSE which is at least 51% owned by youth .	2	• ID Copy Or • CSD Report Or • CIPC (company registration)

1.1.1 For procurement transactions with rand value greater than R1 Million and up to R50 Million (Inclusive of all applicable taxes) the specific goals as listed in table 2 below are applicable:

All Acquisitions
Table 2

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
1.	An EME or QSE or any entity which is at least 51% owned by Historically Disadvantaged Individuals (HDI)	10	• ID Copy Or • SANAS Accredited BBBEE Certificate or sworn affidavit where applicable Or • CSD Report Or • CIPC (company registration)
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area	2	• ID Copy (Mandatory) Or • Office Municipal Rates Statement Or • Permission To Occupy from local chief in case of rural areas (PTO) Or • Lease Agreement
3.	An EME or QSE or any entity which is at least 51% owned by women	4	• ID Copy Or • CSD Report Or • CIPC (company registration)
4.	An EME or QSE or any entity which is at least 51% owned by people with disability	2	• ID Copy (Mandatory) Or • Medical Certificate Or • South African Social Security Agency (SASSA) registration Or • National Council for Persons with Physical Disability in South Africa registration (NCPDPSA) Or • CSD Report Or • CIPC (company registration)
5.	An EME or QSE or any entity which is at least 51% owned by youth .	2	• ID Copy Or • CSD Report Or • CIPC (company registration)

1.1.2 For procurement transactions with rand value greater than R50 Million (Inclusive of all applicable taxes) the specific goals as listed in table 3 below are applicable

10

Contractor

Witness 1

Witness 2

Employer

Witness 1

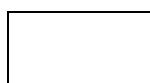
Witness 2

CHIEF ALBERT LUTHULI MUNICIPALITY
ELECTRIFICATION OF HOUSEHOLDS AND BULK SUPPLY IN VARIOUS WARDS BADPLAAS
Number ALMT23/2023

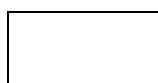
All Acquisitions
Table 3

Serial No	Specific Goals	Preference Points allocated out of 10	Documentation to be submitted by bidders to validate their claim for points
1.	An EME or QSE or any entity which is at least 51% owned by Historically Disadvantaged Individuals (HDI)	4	- ID Copy Or - SANAS Accredited BBBEE Certificate or sworn affidavit where applicable Or - CSD Report Or - CIPC (company registration)
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area	2	- ID Copy (Mandatory) Or - Office Municipal Rates Statement Or - Permission To Occupy from local chief in case of rural areas (PTO) Or - Lease Agreement
3.	An EME or QSE or any entity which is at least 51% owned by women	2	- ID Copy - CSD Report Or - CIPC (company registration)
4.	An EME or QSE or any entity which is at least 51% owned by people with disability OR An EME or QSE or any entity which is at least 51% owned by youth.	2	- ID Copy (Mandatory) Or - Medical Certificate Or - South African Social Security Agency (SASSA) registration Or - National Council for Persons with Physical Disability in South Africa registration (NCPDPSA) - ID Copy - CSD Report Or - CIPC (company registration)

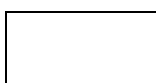
- 1.6 Failure on the part of the tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals, if the service provider/ tenderer did not submit proof or documentation required to claim for specific goals will be interpreted to mean that preference points for specific goals are not claimed.
- 1.7 The organ of state reserves the right to require of a service provider/tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.



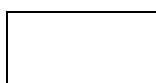
Contractor



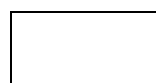
Witness 1



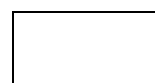
Witness 2



Employer



Witness 1



Witness 2

CHIEF ALBERT LUTHULI MUNICIPALITY
ELECTRIFICATION OF HOUSEHOLDS AND BULK SUPPLY IN VARIOUS WARDS BADPLAAS
Number ALMT23/2023

5.11.9	
5.13	All respondents who submit responsive submissions and: 1) a) are registered on the Central Supplier Database (CSD) for the South African government (see https://secure.csd.gov.za/) unless it is a foreign supplier with no local registered entity b) submit an original valid Tax Clearance Certificate issued by the South African Revenue Services or have made arrangements to meet outstanding tax obligations or are in good standing with SARS according to the Central Supplier Database; c) are registered with the Construction Industry Development Board in an appropriate contractor grading designation; d) do not have any of their directors/shareholders 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; e) have not abused the Employer's Supply Chain Management System or have failed to perform on any previous contract and have been given a written notice to this effect; f) have completed the Compulsory Declaration and who are considered by the Employer not to have any conflicts of interest which may impact on their ability to perform the proposed contract in the best interests of the Employer or potentially compromise the tender process and are free of persons in the state who are not permitted to submit tenders or to participate in the contract; g) are registered and in good standing with the compensation fund or with a licensed compensation insurer; h) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely. and 2) In the opinion of the Employer can as necessary demonstrate that they possess the necessary professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel to perform the contract; will be invited to submit tender offers.
5.17	The number of paper copies of the signed contract to be provided by the Employer is one. The additional conditions of submission are: 1. The Employer/Employer's Agent may request that the tenderer provide written evidence that his financial, labour and other resources are adequate for carrying out the contract. 2. The Employer reserves the right to appoint a firm of chartered accountants and auditors and/or execute any other financial investigations on the financial resources of any tenderer. The tenderer shall provide all reasonable assistance in such investigations. 3. The Employer reserves the right to reduce the scope of work to within the available budget. 4. In addition, the Employer may appoint more than one Contractor for the project.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

Part T2: Returnable Documents

T2.1 List of Returnable Documents

The following documents are to be completed and returned as they constitute the tender. Whilst many of the returnable are required for the purpose of evaluating the tenders, some will form part of the subsequent contract, as they form the basis of the tender offer. For this reason, it is very important that tenderers return all information requested.

RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

Form A: Compulsory Declaration	15
Form B: Declaration of Bidder's Past Supply Chain Management Practices	20
Form C: Declaration of Interest	22
Form D: Authority of Signatory	26
Form E: Declaration of Good Standing Regarding Tax	29
Form F: Financial References / Tenderer's Credit Rating and Bank Details	31
Form G: Municipal Utility Account	33
Form H: Preference Schedule	35
Form I: Proposed Key Personnel	37
Form J: Schedule of Previous Experience.....	39
Form K: Schedule of Current Projects.....	39
Form L: Schedule of Infrastructure and Resources / Plant and Equipment.....	41
Form M: Schedule of Proposed Sub-Contractors	42
Form N: Record of Addenda to Tender Documents	43
Form O: Proposed amendments and qualifications	44
Form P: Proof of Good Standing with Compensation Commissioner.....	45
Form Q: Tenderer's Project Structure	46
Form R: Certificate of Independent Bid Determination	48
Form S: Declaration of Tenderer's Litigation History	51
Form T: Annual Financial Statements Declaration and Audited 3-Year Financial Statements	52
Form U: Declaration for Procurement above R10 Million (All Applicable Taxes Included)	53
Form V: Form of Intent to Provide Guarantee	56

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Part T2: Returnable Documents

T2.2 Returnable Documents

OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

The tenderer must provide the following returnable documents:

- Form 2A: Verification certificate from a verification agency accredited by SANAS and recognized as an Accredited B-BBEE Verification Agencies (see www.sanas.co.za/directory/bbee_default.php) or a registered auditors approved by IRBA if preference points are claimed in respect of Broad-Based Black Economic Empowerment.
- Form 2B: Certificate of Contractor Registration issued by the Construction Industry Development Board
- Form 2C: A letter of good standing from the Compensation Fund or a licensed insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act 1993 (Act No. 130 of 1993)
- Form 2D: Central Supplier Database

RETURNABLE SCHEDULES THAT WILL BE USED FOR TENDER EVALUATION PURPOSES AND BE INCORPORATED INTO THE

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data Part 2: Data Provided by the Contractor
- C1.3 Performance Guarantee
- C2.2 Bill of Quantities

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Form A: Compulsory Declaration

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

Section 1: Enterprise Details

Name of enterprise:	
Contact person:	
Email:	
Telephone:	
Cell no	
Fax:	
Physical address	
Postal address	

Section 2: Particulars of companies and close corporations

Company / Close Corporation registration number	
--	--

Section 3: SARS Information

Tax reference number	
VAT registration number:	

Section 4: CIDB registration number

CIDB Registration number (if applicable)	
---	--

Section 5: National Treasury Central Supplier Database

Supplier number	
Unique registration reference number	

Section 6: Particulars of principals

principal: means a natural person who is a partner in a partnership, a sole proprietor, a director of a company established in terms of the Companies Act of 2008 (Act No. 71 of 2008) or a member of a close corporation registered in terms of the Close Corporation Act, 1984, (Act No. 69 of 1984).

Full name of principal	Identity number	Personal tax reference number

Attach separate page if necessary

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

Section 7: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any principal is currently or has been within the last 12 months in the service of any of the following:

- | | |
|--|--|
| ☐ a member of any municipal council
☐ a member of any provincial legislature
☐ a member of the National Assembly or the National Council of Province
☐ a member of the board of directors of any municipal entity
☐ an official of any municipality or municipal entity | ☐ an employee of any department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act of 1999 (Act No. 1 of 1999)
☐ a member of an accounting authority of any national or provincial public entity
☐ an employee of Parliament or a provincial legislature |
|--|--|

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

Name of principal	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 8: Record of family member in the service of the state

family member: a person's spouse, whether in a marriage or in a customary union according to indigenous law, domestic partner in a civil union, or child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption

Indicate by marking the relevant boxes with a cross, if any family member of a principal as defined in section 5 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
☐ a member of any provincial legislature
☐ a member of the National Assembly or the National Council of Province
☐ a member of the board of directors of any municipal entity
☐ an official of any municipality or municipal entity | ☐ 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 an accounting authority of any national or provincial public entity
☐ an employee of Parliament or a provincial legislature |
|--|---|

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CHIEF ALBERT LUTHULI MUNICIPALITY

ELECTRIFICATION OF HOUSEHOLDS AND BULK SUPPLY IN VARIOUS WARDS BADPLAAS

Number ALMT23/2023

Name of family member	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 9: Record of termination of previous contracts with an organ of state

Was any contract between the tendering entity including any of its joint venture partners terminated during the past 5 years for reasons other than the employer no longer requiring such works or the employer failing to make payment in terms of the contract.

☐ Yes ☐ No (Tick appropriate box)

If yes, provide particulars (insert separate page if necessary)

Section 10: Declaration

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the tendering entity confirms that the contents of this Declaration are within my personal knowledge, and save where stated otherwise in an attachment hereto, are to the best of my belief both true and correct, and:

- i) neither the name of the tendering entity or any of its principals appears on:
 - a) the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No. 12 of 2004)
 - b) National Treasury's Database of Restricted Suppliers (see www.treasury.gov.za)
- ii) neither the tendering entity or any of its principals has within the last five years been convicted of fraud or corruption by a court of law (including a court outside of the Republic of South Africa);
- iii) any principal who is presently employed by the state has the necessary permission to undertake remunerative work outside such employment (attach permission to this declaration);
- iv) the tendering entity is not associated, linked or involved with any other tendering entities submitting tender offers
- v) has not engaged in any prohibited restrictive horizontal practices including consultation, communication, agreement, or arrangement with any competing or potential tendering entity regarding prices, geographical areas in which goods and services will be rendered, approaches to determining prices or pricing parameters, intentions to submit a tender or not, the content of the submission (specification, timing, conditions of contract etc) or intention to not win a tender;

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

vi) has 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;

vii) neither the tenderer or any of its principals owes municipal rates and taxes or municipal service charges to any municipality or a municipal entity and are not in arrears for more than 3 months;

viii) SARS may, on an on-going basis during the term of the contract, disclose the tenderer's tax compliance status to the Employer and when called upon to do so, obtain the written consent of any subcontractors who are subcontracted to execute a portion of the contract that is entered into in excess of the threshold prescribed by the National Treasury, for SARS to do likewise.

Signature

Date

Capacity under which the Bid is signed

Name of bidder

NOTE 1 The Standard Conditions of Tender contained in SANS 10845-3 prohibits anticompetitive practices (clause 3.1) and requires that tenderers avoid conflicts of interest, only submit a tender offer if the tenderer or any of his principals is not under any restriction to do business with employer (4.1.1) and submit only one tender either as a single tendering entity or as a member in a joint venture (clause 4.13.1). Clause 5.7 also empowers the Employer to disqualify any tenderer who engages in fraudulent and corrupt practice. Clause 3.1 also requires tenderers to comply with all legal obligations.

NOTE 2: Section 30(1) of the Public Service Act, 1994, prohibits an employee (person who is employed in posts on the establishment of departments) from performing or engaging remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department. When in operation, Section 8(2) of the Public Administration Management Act, 2014, will prohibit an employee of the public administration (i.e. organs of state and all national departments, national government components listed in Part A of Schedule 3 to the Public Service Act, provincial departments including the office of the premier listed in Schedule 1 of the Public Service Act and provincial departments listed in schedule 2 of the Public Service Act, and provincial government components listed in Part B of schedule 3 of the Public Service Act) or persons contracted to executive authorities in accordance with the provisions of section 12A of the Public Service Act of 1994 or persons performing similar functions in organs of state from conducting business with the State or to be a director of a public or private company conducting business with the State. The offence for doing so is a fine or imprisonment for a period not exceeding 5 years or both. It is also a serious misconduct which may result in the termination of employment by the employer.

NOTE 3: Regulation 44 of Supply Chain Management regulations issued in terms of the Municipal Finance Management Act of 2003 requires that organs of state and municipal entities not award a contract to a person who is the service of the state, a director, manager or principal shareholder in the service of the state or who has been in the service of the state in the previous twelve months.

NOTE: 4: Regulation 45 of Supply Chain Management regulations requires a municipality or municipal entity to disclose in the notes to the annual statements particulars of any award made to a close family member in the service of the state.

NOTE: 5 Corrupt activities which give rise to an offence in terms of the Prevention and Combating of Corrupt Activities Act of 2004) include improperly influencing in any way the procurement of any contract, the fixing of the price, consideration or other moneys stipulated or otherwise provided for in any contract and the manipulating by any means of the award of a tender.

NOTE: 6 Section 4 of the Competition Act of 1998 prohibits restrictive horizontal practice including agreements between parties in a horizontal relationship which have the effect of substantially preventing or lessening competition, directly or indirectly fixing prices or dividing markets or constitute collusive tendering. Section 5 also prohibits restrictive vertical practices. Any restrictive practices that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties.

ATTACH THE FOLLOWING DOCUMENTS HERETO:

1. For Closed Corporations

18

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- CK1 or CK2 as applicable (Founding Statement)

2. For Companies

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

3. For Joint Venture Agreements

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

4. For Partnership

- Certified Copies of the ID's of the partners

5. One-person Business / Sole trader

- Certified Copy of ID

6. B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE

- Sworn affidavit and valid B-BBEE Status Level Verification Certificates or Certified Copy thereof.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Form B: Declaration of Bidder's Past Supply Chain Management Practices

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
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	Yes ☐	No ☐

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CHIEF ALBERT LUTHULI MUNICIPALITY

ELECTRIFICATION OF HOUSEHOLDS AND BULK SUPPLY IN VARIOUS WARDS BADPLAAS

Number ALMT23/2023

	any other municipality / municipal entity, that is in arrears for more than three months?		
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, the undersigned (name) _____

Certify that the information furnished on this declaration form is true and correct.

I accept that the state may reject the bid or act against me in terms of paragraph 23 of the general conditions of contract should this declaration prove to be false.

Signature

Date

Position

Name of bidder

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Form C: Declaration of Interest

1 Any legal person, including persons employed by the State, or persons having a kinship with persons employed by the State, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the State, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where:

- the bidder is employed by the State; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

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

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below

¹“State” means:

- a) 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);
- b) any municipality or municipal entity;
- c) provincial legislature;
- d) National Assembly or the National Council of Provinces; or
- e) Parliament.

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

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person connected to the bidder is employed:

Position occupied in the state institution:

Any other particulars:

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attached proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.)

2.7.2.2 If no, furnish reasons for non-submission of such proof:

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars:

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.10.1 If so, furnish particulars:

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES / NO**

2.11.1 If so, furnish particulars:

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

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

3. DECLARATION

I, the undersigned (name) _____

Certify that the information furnished in paragraphs 2 and 3 above is correct.

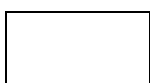
I accept that the state may reject the bid or act against me in terms of paragraph 23 of the general conditions of contract should this declaration prove to be false.

Signature

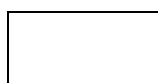
Date

Position

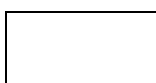
Name of bidder



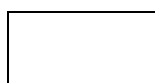
Contractor



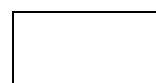
Witness 1



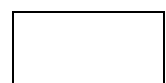
Witness 2



Employer



Witness 1



Witness 2

Form D: Authority of Signatory

Details of person responsible for tender process:

Name :

Contact number :

Office address :

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

PRO-FORMA FOR COMPANIES AND CLOSE CORPORATIONS:

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

Mr _____

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

Contract Number ALMT23/2023

**Appointment of a contractor for the supply and installation of MV & LV electrical networks
for the electrification of households at Schoeman Farm, Sterkspruit Farm, Emadamini,
Prayer Mountain, Holnek and Diepdale.**

and any Contract which may arise there from on behalf of:

(BLOCK CAPITALS)

SIGNED ON BEHALF OF THE COMPANY IN HIS CAPACITY AS:

DATE: _____

FULL NAMES OF SIGNATORY: _____

AS WITNESSES: 1. _____

2. _____



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

PRO-FORMA FOR JOINT VENTURES:

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

Mr/Ms _____,

Authorised signatory of the company _____,
Acting in the capacity of lead partner, to sign all documents in connection with the tender offer and
any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature: _____ Name: _____ Designation: _____
		Signature: _____ Name: _____ Designation: _____
		Signature: _____ Name: _____ Designation: _____
		Signature: _____ Name: _____ Designation: _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ATTACH THE FOLLOWING DOCUMENTS HERETO:

- Duly signed and dated original or certified copy of Authority of Signatory on company letterhead.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Form E: Declaration of Good Standing Regarding Tax

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.

In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate

MBD 2 Tax Clearance Certificate Requirements

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

1. In order to meet this requirement bidder is 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 Pin Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Pin that will be valid for a period of 1 (one) year from the date of approval.
3. The Tax Pin must be submitted together with the bid. Failure to submit the original and valid Tax Pin will result in the invalidation of the bid. Certified copies of the Tax Pin will not be acceptable.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Pin.
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. The Tax Pin must be submitted together with this bid. Failure to submit the Tax Pin will result in invalidation of the bid. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Pin.

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

ATTACH THE FOLLOWING DOCUMENTS HERETO:

- Original valid Tax Pin
- Proof of Registration with Central Supplier Database (CSD)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Form F: Financial References / Tenderer's Credit Rating and Bank Details

Notes to tenderer:

1. The tenderer shall attach to this form a letter from the bank confirming the bank account and details. Failure to provide the required letter with the tender submission shall render the tenderer's offer unresponsive.
2. The tenderer's banking details as they appear below shall be completed.
3. In the event that the tenderer is a joint venture enterprise, details of all the members of the joint venture shall be similarly provided and attached to this form.

BANK NAME:		
ACCOUNT NAME: <i>(e.g. ABC Civil Construction cc)</i>		
ACCOUNT TYPE: <i>(e.g. Savings, Cheque etc.)</i>		
ACCOUNT NO:		
ADDRESS OF BANK:		
CONTACT PERSON:		
TELEPHONE NUMBER OF BANK OR CONTACT PERSON:		
How long has this account been in existence (tick which is appropriate):	0-6 months	
	7-12 months	
	13-24 months	
	More than 24 months	

Name of Tenderer: _____

Date: _____

Signature: _____

Full name of signatory: _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ATTACH THE FOLLOWING DOCUMENTS HERETO:

- Original or certified copy of a letter from tenderer's bank (not older that three months from tender closure)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Form G: Municipal Utility Account

DECLARATION BY THE TENDERER

I the undersigned _____

_____ has been duly authorized to sign all documents with the Tender for:

Contract Number: ALMT23/2023

ELECTRIFICATION OF HOUSEHOLDS AND BULK SUPPLY IN VARIOUS WARDS.

on behalf of

(referred to herein as "the Bidder")

hereby make a declaration as follows:

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

SIGNED ON BEHALF OF
THE COMPANY

IN HIS CAPACITY AS

DATE

FULL NAMES OF SIGNATORY



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

ATTACH THE FOLLOWING DOCUMENTS HERETO:

- Municipal utility account invoice must be in line with the address on the CSD (not older than three months).
- If the company is operating on lease premises both the lease agreement and municipal utility account invoice must be attached, the same address as the lease agreement. (Failure to do so will lead to disqualification). It must not owe more than 3 months.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Form H: Preference Schedule

Preferencing schedule: Broad Based Black Economic Empowerment Status

Preamble

Section 10(b) of the Broad-Based Black Economic Empowerment Act of 2003 (Act No. 53 of 2003) states that *“Every organ of state and public entity must take into account and, as far as is reasonably possible, apply any **relevant code of good practice** issued in terms of this Act in developing and implementing a preferential procurement policy.”*

A number of codes of good practice have been issued in terms of Section 9(1) of the B-BBEE Act of 2003 including a generic code of good practice and various sector codes. The sector codes vary the metrics, weightings and targets used in the generic code of good practice to establish the overall performance of an entity and its B-BBEE status. The B-BBEE status needs to be assessed in accordance with the applicable code.

1 Conditions associated with the granting of preferences

Tenderers who claim a preference shall provide sufficient evidence of their B-BBEE Status in accordance with the requirements of section 2 in respect of the applicable code as at the closing time for submissions, failing which their claims for preferences will be rejected.

2 Sufficient evidence of qualification

2.1 Exempted micro enterprises

Sufficient evidence of qualification as an Exempted Micro-Enterprise is a:

- a) a registered auditor's certificate or similar certificate issued by an accounting officer as contemplated in the Close Corporation Act of 1984 in respect of the entity's last financial year or a 12-month period which overlaps with its current financial year; or a certificate issued by a verification agency and which is valid as at the closing date for submissions; or
- b) a sworn affidavit - B-BBEE Exempted Micro Enterprise (see www.thedti.gov.za/gazettes/Affidavit_EME.pdf)

2.2 Enterprises other than micro exempted enterprises

Sufficient evidence of B-BBEE Status is:

- a) an original or certified copy of the certificate issued by a verification agency accredited by the South African National Accreditation System (SANAS) or registered auditors approved by Independent Regulatory Board for Auditors (IRBA) and which is valid as at the closing date for submissions; or.
- b) a sworn affidavit – B-BBEE Qualifying Small Enterprise (see www.thedti.gov.za/gazettes/BBEE_QUALIFYING_SMALL_ENTERPRISE.pdf)

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

4 Declaration

The tenderer declares that

- a) the tendering entity is a level contributor as stated in the submitted evidence of qualification as at the closing date for submissions
- b) the tendering entity has been measured in terms of the following code (*tick applicable box*)
 - ☐ Generic code of good practice
 - ☐ Other – specify
- c) the contents of the declarations made in terms of a) and b) above are within my personal knowledge and are to the best of my belief both true and correct

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the tenderer confirms that he / she understands the conditions under which such preferences are granted and confirms that the tenderer satisfies the conditions pertaining to the granting of tender preferences.

Signature:

Name:

Duly authorised to sign on behalf of:

Telephone:

Fax: Date:

Name of witness Signature of witness

Note: 1) Failure to complete the declaration will lead to the rejection of a claim for a preference 2) Supporting documentation of the abovementioned claim for a preference must be submitted with the tender submission to be eligible for a preference

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Form I: Proposed Key Personnel

The Tenderer shall list below the key personnel whom he proposes to employ on the project should his Tender be accepted.

Please list the personnel that you intend to appoint on this contract.			
DESCRIPTION	Name of Full time member	Staff to be appointed on this contract	
		No of Full Time employment	No of Part Time employment
Contract Manager			
Site Agent			
Foreman			
Surveyor			
Operators			
Supervisor			
Labourers			
Other			
1.			
2.			
3.			
4.			
5.			

Provide two paged Curriculum Vitae (CV) of each Proposed Key Personnel to be used in this project. Each CV should give at least the following:

- Position in the firm and within the organization of this assignment;
- Proof of Educational qualifications;
- Relevant experience (actual duties performed, involvement and responsibility), including locations, dates and durations of assignments, starting with the latest;
- Language proficiency; and
- References (company name, individual name, position held, contact details).

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ATTACH THE FOLLOWING DOCUMENTS HERETO:

- CV and attachments

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ELECTRIFICATION OF HOUSEHOLDS AND BULK SUPPLY IN VARIOUS WARDS BADPLAAS Number ALMT23/2023**Form J: Schedule of Previous Experience**

The procedure for the evaluation of responsive Bids will be on the average of the previous four projects where the firm was involved for CHIEF ALBERT LUTHULI LOCAL MUNICIPALITY (CALLM) projects or other clients. Reference of clients other than CALLM MUST be provided.

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

- Experience in the relevant technical field
- Experience of contracts of similar size
- At least four of the references will be contacted to obtain their input.

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

Description of Work / Experience	Value (R) VAT excluded	Period work executed		Reference		
		Appointment Date	Completion Date	Name	Organisation	Tel No and e-mail

Form K: Schedule of Current Projects

Provide the following information on current projects. **This information is material to the award of the Contract.**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ELECTRIFICATION OF HOUSEHOLDS AND BULK SUPPLY IN VARIOUS WARDS BADPLAAS Number ALMT23/2023

Description of Project	Value (R) VAT excluded	Appointment Date	Completion Date	Reference		
				Name	Organisation	Tel No and e-mail / Fax

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Form L: Schedule of Infrastructure and Resources / Plant and Equipment

Note: Attach additional pages to this page if more space is required.

Provide information on the following:

1. Infrastructure and resources available for this project:

Physical facilities and Buildings.

Description	Address	Owned / Leased

2. Equipment

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

1. Earthmoving Equipment	No. of Units Owned by Contractor	Number of Units Allocated to this Contract	
		Owned	Hired
2. Construction Equipment			

Size of enterprise and current workload:

What was your turnover in the previous financial year?

What is the estimated turnover for your current financial year?

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Form M: Schedule of Proposed Sub-Contractors

Name of Sub-Contractor	Full Description of Work to be Performed by Sub-Contractor

Signature

Date

Position

Name of bidder

Form N: Record of Addenda to Tender Documents

We confirm that the following communication received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer		
No.	Date	Title of Details

Signature

Date

Position

Name of bidder

Form O: Proposed amendments and qualifications

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

The Tenderer's attention is drawn to clause 5.8 of SANS 10845-3 regarding the employer's handling of material deviations and qualifications.

Page	Clause or item	Proposal

Signature

Date

Position

Name of bidder



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

Form P: Proof of Good Standing with Compensation Commissioner

ATTACH THE FOLLOWING DOCUMENTS HERETO:

- Certified copy of Letter of Good Standing with Compensation Commissioner.

			45			
Contractor	Witness 1	Witness 2		Employer	Witness 1	Witness 2

Form Q: Tenderer's Project Structure

Notes to tenderer:

- The intention of this form is to demonstrate the tenderer's project structure, as well as the lines of responsibility between members of the project team and between the project team and the overall company structure. The tenderer must attach his own organogram to this form.
- Tenderers which are large companies may simplify the organogram by 'rolling up' portfolios e.g. combining directors/associates into one box of the organogram. However, the individual positions of the key personnel within the structure must still be shown.
- Joint Venture tenders will require each element of the venture to submit separate organogram that show the individual structure of each member company and the lines of responsibility of the proposed personnel involved in the project. In addition, there must also be a combined organogram that indicates how the joint venture itself will function and the proposed share of the work. Joint Venture tenderers shall note that the share of work indicated will be used in the analysis of such a tenderers preference proposed on returnable form D1, and that if awarded the share of work shall become a contractual obligation between the members of the joint venture.
- State the city or town where the company's head office is located. The locality of regional or satellite office, regardless of degree of autonomy or size is not required. Only submit the number of offices other than the head office. Do not count offices outside RSA
- Registered professional engineers, technicians or technologist's means those who are involved in the built industry as well as allied fields such as environmental professionals. Registered professionals of other disciplines (e.g. mechanical) are considered as employees only.

SIGNED ON BEHALF OF THE TENDERER:

ATTACH THE FOLLOWING DOCUMENTS HERETO:

- Tenderer's organogram

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Form R: 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:

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

²Bid 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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

Contract Number ALMT23/2023:

ELECTRIFICATION OF HOUSEHOLDS AND BULK SUPPLY IN VARIOUS WARDS *(Bid Number and Description)*

In response to the invitation for the bid made by:

Chief Albert Luthuli Local Municipality

(Name of Municipality / Municipal Entity)

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

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

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



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

- 9 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 10 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Signature

Date

Position

Name of bidder

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Form S: Declaration of Tenderer's Litigation History

Note to tenderer:

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

Employer	Other Litigating Party	Dispute	Award Value	Date Resolved

Signature

Date

Position

Name of bidder

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Form T: Annual Financial Statements Declaration and Audited 3-Year Financial Statements

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

- 1) The enterprise's financial year end is
- 2) The enterprise's financial statements have been prepared in accordance with the provisions of the Companies Act of 2008 or the Close Corporation Act of 1984, as applicable
- 3) The enterprise has compiled its financial accounts [tick one box]:

☐ internally ☐ independently

- 4) The following statement applies to the enterprise [tick one box and provide relevant information]

☐ enterprise has had its financial statements audited;

name of auditor

☐ enterprise is required by law to have an independent review of its financial statements

Name of independent reviewer:

☐ enterprise has not had its financial statements audited and is not required by law to have an independent review or audit of such statements

- 5) The attached income statement and balance sheet is a true extract from the financial statements complying with applicable legislation for the preceding financial year within 12 months of the financial year end.

[Attach the income statement and the balance sheet contained in the financial statement]

- 6) The annual turnover for the last financial year is R
- 7) The total assets as at the end of the last financial year is R
- 8) The total liabilities as at the end of the financial year is R

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Form T: Annual Financial Statements Declaration and Audited 3-Year Financial Statements

ATTACH THE FOLLOWING DOCUMENTS HERETO:

- 3 Year audited financial statements.

I hereby declare that the contents of this Declaration are within my personal knowledge and save where stated otherwise are to the best of my belief both true and correct.

Signature

Date

Position

Name of bidder

Form U: Declaration for Procurement above R10 Million (All Applicable Taxes Included)

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

53					
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

1. Are you by law required to prepare annual financial statements for auditing? YES / NO
- 1.1. If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.
2. Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days? YES/ NO
- 1.2. If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.
- 1.3. If yes, provide particulars.
.....
.....
3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? YES / NO
- 1.4. If yes, furnish particulars
.....
.....
.....
4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? YES / NO
- 1.5. If yes, furnish particulars
.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

54

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

.....

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

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

Signature

Date

Position

Name of Bidder

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Form V: Form of Intent to Provide Guarantee

The Tenderer to attach to this schedule a letter from his/her bank indicating the intent to provide a guarantee for this contract. The Guarantee amount is provided in the Contract Data. The wording of the guarantee shall be as indicated in C1.3.

FORM N: AGREEMENT AND CONTRACT DATA

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:

ELECTRIFICATION OF HOUSEHOLDS AND BULK SUPPLY IN VARIOUS WARDS

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); and
R _____ (in figures).

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature(s)

Name(s)

Capacity

for the tenderer

(name and address of the organization)



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

Witness signature

Witness name

Date

ACCEPTANCE

Contractor

Witness 1

Witness 2

58

Employer

Witness 1

Witness 2

By signing this part of this Form of Offer and Acceptance, the Purchaser identified below accepts the Tenderer's Offer. In consideration thereof, the Purchaser shall pay the Supplier 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 Purchaser and the Tenderer upon the terms and conditions contained in this Agreement and in the, Contract that is the subject of this Agreement.

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

The Tenderer shall within two weeks after receiving a letter of acceptance, contact the Purchaser's representative (whose details are given in the Contract Data) to arrange the delivery of guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data, at or just after, the date this agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CHIEF ALBERT LUTHULI LOCAL MUNICIPALITY

NAME(s):

CAPACITY:

SIGNATURE(s)

SIGNED aton this.....day of

WITNESSES: (Full name – BLOCK LETTERS – and signature)

1. Name Signature

2. Name Signature



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

**Form 2A: Verification certificate from a verification agency accredited by SANAS and
recognized as an Accredited B-BBEE Verification Agencies**

The Tenderer to attach to this schedule a letter for BBBEE Status Level Certificate issued in terms of Section 9(1) of the Broad Based Black Economic Empowerment Act 2003.

**Form 2B: Certificate of Contractor Registration issued by the Construction Industry
Development Board**

Tenderers shall attach to this page, a copy of their Certificate of Registration with the Construction Industry Development Board.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Form 2C: A letter of good standing from the Compensation Fund or a licensed insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act 1993 (Act No. 130 of 1993)

Tenderers shall attach to this page, a copy of their COIDA Certificate.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Form 2D: Central Supplier Database

Tenderer to attach Proof of Registration of their Master Registration Number (Supplier Number) document to this page to verify the supplier's registration and tax status on Central Supplier Database.

CONTRACT

This part of the Bid Specification Document consists of the following four sections:

- **Part C1: Agreement and Contract Data**

This section details the:

- form of offer and acceptance (yellow pages);
- contract data (yellow pages); and
- performance guarantee (white pages)

- **Part C2: Pricing Data**

This section details the:

- pricing instructions (yellow pages); and
- bill of quantities (yellow pages)

- **Part C3: Scope of Work**

This section details the:

- scope of work (Blue)

- **Part C4: Site Information**

This section details the:

- site information (Green)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Part C1: Agreement and Contract Data

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 Number ALMT23/2023

ELECTRIFICATION OF HOUSEHOLDS AND BULK SUPPLY IN VARIOUS WARDS

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*); and R _____

_____ (*in figures*).

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature(s)

Name(s)

Capacity

for the tenderer



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

(name and address of the organization)

Witness signature

Witness name

Date

SCHEDULE OF DEVIATIONS

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

Subject: _____

Details: _____

Subject: _____

Details: _____

Subject: _____

Details: _____

Subject: _____

Details: _____

Subject: _____

Details: _____

Subject: _____

Details: _____

Subject:

Details:

Subject:

Details:

By the duly authorised representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

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

For the Tenderer:

For the Employer:

..... Signature

..... Name

..... Capacity

Name and address of organization:

Name and address of organization:

.....

.....

.....



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

..... Witness Signature

..... Witness Name

..... Date

CONFIRMATION OF RECEIPT

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

the (day)

of (month)

20 (year)

at (place)

For the Contractor:

Signature

Name

Capacity

Name and signature of witness:

Signature

Name

70

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C1.2 Contract Data

CONDITIONS OF CONTRACT

The conditions of contract applicable to this contract is based on the General Conditions of Contract for Construction Works, Third Edition (2015), published by the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House, 1685 and obtainable from www.saice.org.za.

PART 1: DATA PROVIDED BY THE EMPLOYER

1. GENERAL

Clause	Description
1.1.1.13	The "Defects Liability Period" is 12 months
1.1.1.14	The "Due Completion Date", or time for achieving Practical Completion is 3 months.
1.1.1.15	The "Employer" is Chief Albert Luthuli Local Municipality.
1.1.1.16	The "Employer's Agent" is Mr T.S. Zulu of Imisebe Engineering Technologies.
1.1.1.26	The "Pricing Strategy" is re-measurement Contract.
1.2.1.2	The Employer's Agent address for receipt of communications and notices is: Telephone: (017) 843 4000 Address (physical): 28 Kerk Street, Carolina, 1185 Address (postal): P.O. Box 24, Carolina, 1185
3.2.3	The Employer's Agent is required to obtain the specific approval of the Employer for the following functions or duties: a) Approve extension of time for practical completion in terms of Clause 5.12.1; b) Approve imposition of penalty for delay in terms of Clause 5.13.1; c) Issue of a Variation Order in terms of Clause 6.3.2; and d) Approve the use of contingency funds.
5.1.1 and 5.8.1	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 15 th December and the first Monday of the subsequent year.
5.3.1	The Contractor shall submit within 14 days from the Commencement Date the following documentation for approval by the Employer's Agent: a) Health and Safety Plan (Refer to Clause 4.3); b) Initial programme (Refer to Clause 5.6) and estimated cash flow; c) Security (Refer to Clause 6.2); d) Insurance (Refer to Clause 8.6); e) Proof of registration with the Workman's Compensation Commissioner; f) Valid original copy of Tax Clearance Certificate; and g) Written acceptance of appointment.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

5.3.2	The time to submit the documentation required before commencement of the Works is 14 days.
5.4.1	The Site is located within inhabited areas, is generally accessible to the public and is not exclusive to the Contractor. The Contractor shall safeguard the public as statutorily required and shall coordinate assistance from the Community Liaison Officer (CLO) as nominated by the Employer.
5.8.1	The non-working days are Sundays. The special non-working days are indicated under Clause 5.1 above.
5.12	FORMULA FOR EXTENSION OF TIME IN RESPECT OF ABNORMAL RAINFALL Extension of time in terms of Clause 5.12 of the general conditions of contract in respect of abnormal rainfall shall be determined in terms of the method below for each calendar month or part thereof, unless the project specifications determine otherwise: $V = (N_w - N_n) + (R_w - R_n)/20$ Where: V: Extension of time in calendar days for the calendar month under consideration. N_w: Actual number of days during the calendar month under consideration on which a rainfall of 10mm and more is recorded. R_w: Actual total rainfall in mm recorded during the calendar month under consideration. N_n: Average number of days, derived from rainfall records, on which a rainfall of 10mm and more was recorded during the relevant calendar month as per the data tabulated hereinafter. R_n: Average total rainfall in mm for the relevant calendar month, derived from rainfall records, as tabulated hereinafter. Where the extension of time due to abnormal rainfall has to be calculated for portion of a calendar month, pro rata values shall be used. Should V be negative for any particular month, and should its absolute value exceed the corresponding value of N_n, then V shall be taken as being equal to minus N_n. The total extension of time to be granted shall be the algebraic sum of all the monthly extensions, provided that if this total is negative then the time for completion shall not be reduced due to subnormal rainfall. The Contractor shall, at its own cost, provide and erect on the Site at a location approved of by the Employer's Agent, an approved rain gauge, which shall be fenced off in a manner which will prevent any undue interference by workmen and others. The Contractor shall, at its own cost, arrange for the reading of the rain gauge on a daily basis for the duration of the Contract. The gauge readings, as well as the date and time at which the reading was taken shall be recorded in a separate record book provided by the Contractor for this purpose. All entries in the rainfall record books shall be signed by the person taking the reading and the gauge shall be properly emptied immediately after each reading has been taken. If required, the Employer's Agent shall be entitled to witness the reading of the gauge.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

CHIEF ALBERT LUTHULI MUNICIPALITY

ELECTRIFICATION OF HOUSEHOLDS AND BULK SUPPLY IN VARIOUS WARDS BADPLAAS

Number ALMT23/2023

	The rainfall records applicable to this Contract are those recorded at Betty'sgoed village. The following values of N_n and R_n shall apply: <table><tr><th>MONTH</th><th>N_n (Days)</th><th>R_n (mm)</th></tr><tr><td>January</td><td>14.2</td><td>125.6</td></tr><tr><td>February</td><td>11.0</td><td>79.8</td></tr><tr><td>March</td><td>13.0</td><td>77.2</td></tr><tr><td>April</td><td>7.6</td><td>43.7</td></tr><tr><td>May</td><td>2.8</td><td>14.2</td></tr><tr><td>June</td><td>0.6</td><td>1.0</td></tr><tr><td>July</td><td>1.7</td><td>3.3</td></tr><tr><td>August</td><td>3.8</td><td>5.1</td></tr><tr><td>September</td><td>5.3</td><td>32.8</td></tr><tr><td>October</td><td>14.2</td><td>96.2</td></tr><tr><td>November</td><td>16</td><td>106.2</td></tr><tr><td>December</td><td>16.5</td><td>159.8</td></tr><tr><td>Total</td><td>106.7</td><td>744.9</td></tr></table>	MONTH	N _n (Days)	R _n (mm)	January	14.2	125.6	February	11.0	79.8	March	13.0	77.2	April	7.6	43.7	May	2.8	14.2	June	0.6	1.0	July	1.7	3.3	August	3.8	5.1	September	5.3	32.8	October	14.2	96.2	November	16	106.2	December	16.5	159.8	Total	106.7	744.9
MONTH	N _n (Days)	R _n (mm)																																									
January	14.2	125.6																																									
February	11.0	79.8																																									
March	13.0	77.2																																									
April	7.6	43.7																																									
May	2.8	14.2																																									
June	0.6	1.0																																									
July	1.7	3.3																																									
August	3.8	5.1																																									
September	5.3	32.8																																									
October	14.2	96.2																																									
November	16	106.2																																									
December	16.5	159.8																																									
Total	106.7	744.9																																									
5.13.1	The penalty for failing to complete the Works is 0.08% of the contract amount per day, to a maximum of 5% of the contract amount.																																										
5.14.1	The requirements for achieving Practical Completion are set out in the Scope of Works Part C3.1.2.1.																																										
5.14.7	This contract does not contain multiple “Due Completion Dates”.																																										
5.16.3	The latent defects liability period for civil engineering works is 10 years.																																										
6.2.1	The type of security for the due performance of the Contract shall be a Fixed Performance Guarantee of 10% of the value of the Works (Excl. Contingencies and VAT). The Performance Guarantee shall follow the suggested wording according to the pro-forma included in Section C1.3 - Performance Guarantee.																																										
6.5.1.2.3	The percentage allowance on the net cost of workmen and materials actually used in the completed work is 15%.																																										
6.8.2	The Contract Price Adjustment Factor shall be applied to this Contract. • The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values: ○ The value of x = 0.10 ○ The values of the coefficients are (and the sum thereof is unity):																																										

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CHIEF ALBERT LUTHULI MUNICIPALITY
ELECTRIFICATION OF HOUSEHOLDS AND BULK SUPPLY IN VARIOUS WARDS BADPLAAS
Number ALMT23/2023

	▪ a = 0.15 Labour ▪ b = 0.20 Contractor's equipment ▪ c = 0.55 Material ▪ d = 0.10 Fuel ○ The indices as follows are published by Statistics South Africa and shall be agreed on at commencement: ▪ "L" is the "Labour Index"; ▪ "P" is the "Contractor's Equipment Index"; ▪ "M" is the "Materials Index"; and ▪ "F" is the "Fuel Index". ○ The base month "0" is February 2017. ○ The applicable month for the statement is denoted by "t".
6.8.3	Price adjustment in the cost of special materials shall be applied to this Contract.
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80%. The percentage advance on Plant not yet supplied to Site 80% (if plant is fabricated or stored on other places than the Site).
6.10.3	The limit on retention is 10% of the Contract Price
8.6.1	The following insurances shall be effected and maintained in the joint names of the Employer and Contractor:
8.6.1.1	Insurance of the Works, Plant and materials for the period of Care of the Works for a sum insured that is the aggregate of:
8.6.1.1.1	The Contract Price (Excl. Contingencies and VAT);
8.6.1.1.2	The value of Plant and materials supplied by the Employer to be included in the insurance is R 0.00 (Excl. VAT); and
8.6.1.1.3	The amount to cover professional fees payable in respect of the repair or reinstatement of damage to the works or said movables is R 0.00 (Excl. VAT).
8.6.1.2	The Contractor is responsible for Special Risks Insurance.
8.6.1.3	Liability insurance of at least R 5 000 000.00 with the number of events being unlimited.
8.6.5	The insurances shall be effected with an insurance company registered in South Africa.
10.5.2	Dispute resolution shall be by ad-hoc adjudication.
10.5.3	The number of Adjudication Board Members to be appointed is one or three.
10.7.1	In the event of disagreement with the Adjudication Board's decision the determination of disputes shall be by arbitration.
10.8.1	In the event of disagreement with the Arbitrator the determination of disputes shall be by court proceedings.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART 2: DATA PROVIDED BY THE CONTRACTOR

1. GENERAL

Clause Description

1.1.1.9 **Name of the Contractor:**

1.2.1.2 **Address of the Contractor:**

Physical:

Postal:

.....

.....

.....

.....

.....

.....

.....

.....

E-Mail:

Telephone No:

Fax No:

6.2.1

Type Of Security	Contractor's Choice. Indicate "Yes" or "No"
Cash Deposit of 10% of the Contract Sum.	
Fixed Performance Guarantee of 10% of the Contract Sum.	
Variable Performance Guarantee of% of the Contract Sum for the first period and ...% of the Contract Sum for the second period.	
Retention of 10% of the value of the Works.	
Cash Deposit of 10% of the Contract Sum plus retention of 10% of the value of the Works.	
Fixed Performance Guarantee of 10% of the Contract Sum plus retention of 10% of the value of the Works.	
Variable Performance Guarantee of% of the Contract Sum for the first period and ...% of the Contract Sum for the second period plus retention of ...% of the value of the Works.	

6.8.3 Variation in cost of special materials

75

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

[illegible]

C1.3 Pro Forma Performance Guarantee

GUARANTOR DETAILS AND DEFINITIONS

“Guarantor” means: _____

Physical address: _____

“Employer” means: Chief Albert Luthuli Local Municipality

“Contractor” means: _____

“Employer's Agent” means: A Professional Registered with the Engineering Council of South Africa (ECSA) and is T.S. Zulu (Pr Tech Eng.: 200330061)

“Works” means: _____

“Site” means: _____

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

“Contract Sum” means: The accepted amount inclusive of tax of R_____

Amount in words: _____

“Guaranteed Sum” means: The maximum aggregate amount of R_____

Amount in words: _____

Type of Performance Guarantee: _____ *(Insert Variable or Fixed)*



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

"Expiry Date" means: _____ (Give date)
or any other later date set by the Contractor and/or Employer provided such instruction is received prior to the Expiry Date as indicated here.

CONTRACT DETAILS

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

1. VARIABLE PERFORMANCE GUARANTEE

1.1 Where a Variable Performance Guarantee has been selected, the Guarantor's liability shall be limited during the following periods to diminishing amounts of the Guaranteed Sum as follows:

1.1.1 From and including the date of signing the Performance Guarantee up to and including the date of the interim payment certificate certifying, for the first time, more than 50% of the Contract Sum:

R _____

Amount in words _____

1.1.2 From the day following the date of the said interim payment certificate up to and including the Expiry Date, or the date of issue by the Employer's Agent of the Certificate of Completion of the Works, whichever occurs first:

R _____

Amount in words _____

1.2 The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the interim payment certificate certifying, for the first time, more than 50% of the Contract Sum, has been issued and the date on which the Certificate of Completion of the Works has been issued.

2. FIXED PERFORMANCE GUARANTEE

2.1 Where a Fixed Performance Guarantee has been selected, the Guarantor's liability shall be limited to the amount of the Guaranteed Sum.

2.2 The Guarantor's period of liability shall be from and including the date on which the Performance Guarantee is signed, up to and including the Expiry Date, or the date of issue by the Employer's Agent of the Certificate of Completion of the Works, or the date of payment in full of the Guaranteed Sum, whichever occurs first.

2.3 The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CONDITIONS APPLICABLE TO VARIABLE AND FIXED PERFORMANCE GUARANTEES

- 3.1 The Guarantor hereby acknowledges that:
- 3.1.1 Any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship.
- 3.1.2 Its obligation under this Performance Guarantee is restricted to the payment of money.
- 3.2 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 3.2.1 to 3.2.3:
- 3.2.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 3.2.2;
- 3.2.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 3.2.1 and the sum certified has still not been paid;
- 3.2.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 3.2.
- 3.3 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
- 3.3.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 3.3;
- 3.3.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 3.3; and
- 3.3.3 The aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
- 3.4 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 3.2 and 3.3 shall not exceed the Guarantor's maximum liability in terms of 1.1 or 2.1.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

- 3.5 Where the Guarantor has made payment in terms of 3.3, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
- 3.6 Payment by the Guarantor in terms of 3.2 or 3.3 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 3.7 Payment by the Guarantor in terms of 3.3 will only be made against the return of the original Performance Guarantee by the Employer.
- 3.8 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may consider fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
- 3.9 The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 3.10 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 1.1.2 or 2.2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
- 3.11 This Performance Guarantee, with the required demand notices in terms of 3.2 or 3.3, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 3.12 Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrates' Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at: _____

Date: _____

Guarantor's signatory (1): _____

Capacity: _____

Guarantor's signatory (2): _____

Capacity: _____



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

Witness signatory (1) _____

Witness signatory (1) _____



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

Part C2: Pricing Data

C2.1 Pricing Instructions

Measurement and payment shall be in accordance with Clause 8 of the SANS 1200 Standardised Specifications for Civil Engineering Construction referred to in the Scope of Works, subject to the variations and amendments contained in the Section C3.5 Project Specifications.

Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the Standardised Specifications. Clause 8 of each Standardised Specification, read together with the relevant clauses of Part C3: Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified.

Should any requirements of the measurement and payment clause of the applicable Standardised Specification, or the Scope of Work, conflict with the terms of the Bill of Quantities, the Employer's Agent shall direct the applicable requirements.

The clauses in a specification in which further information regarding the listed items in the Bill of Quantities can be obtained appear under "Payment Reference" column.

The reference clauses indicated are not necessarily the only sources of information in respect of billed items. Further information and set specifications may be found in Section C3.5 Project Specifications. Standardised Specifications are identified by the letter or letters which follow "SANS" in the SANS 1200 series of specifications, e.g. G for SABS 1200 G.

Unless otherwise stated, items are measured nett in accordance with the drawing and no allowance is made for waste. The quantities set out in the Bill of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due only.

The prices and rates to be inserted in the Bill of Quantities are to be the full inclusive prices for the work described under the various items. The prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. The prices will be used as a basis for assessment of payment for additional work that may have to be carried out.

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

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

A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ELECTRIFICATION OF HOUSEHOLDS AND BULK SUPPLY IN VARIOUS WARDS BADPLAAS

Number ALMT23/2023

other prices or rates in the Bill of Quantities and recorded as zero. A single lump sum will apply should a number of items be grouped together for pricing purposes.

Except where rates only are required, the Tenderer shall insert all amounts to be included in his total tendered price in the "Amount" column and show the corresponding total tendered price.

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

Ha	=	hectare
h	=	hour
kℓ	=	kilolitre
kg	=	kilogram
km	=	kilometre
kW	=	kilowatt
km-pass	=	kilometre pass
MN	=	Mega Newton
kPa	=	kilopascal
MN.m	=	Mega Newton-metre
ℓ	=	litre
%	=	percentage
m	=	metre
PC Sum	=	Prime Cost Sum
mm	=	millimetre
P Sum	=	Provisional Sum
PS/m	=	Provisional Sum per month
PS/d	=	Provisional Sum per day
Sum/wd	=	Sum per working day
m ²	=	square metre
No.	=	number
m ² .pass	=	square metre-pass
R/Only	=	Rate Only
m ³	=	cubic metre
Sum	=	lump sum
m ³ .km	=	cubic metre-kilometre
t	=	ton (1 000 kg)
MPa	=	Mega Pascal
W/day	=	Work day
%	=	percentage
mth	=	month

The parts of the contract to be constructed using labour-intensive methods have been marked in the Bill 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



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

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.

Payment for items which are designated to be constructed labour-intensively will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.

Contractor

Witness 1

Witness 2

Employer

Witness 1

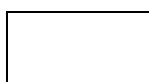
Witness 2

CHIEF ALBERT LUTHULI MUNICIPALITY

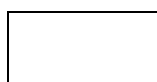
ELECTRIFICATION OF HOUSEHOLDS AND BULK SUPPLY IN VARIOUS WARDS BADPLAAS

Number ALMT23/2023

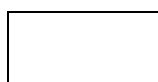
BILL OF QUANTITIES FOR THE SUPPLY AND INSTALLATION OF MV & LV ELECTRICAL NETWORKS INCLUDING SERVICE CONNECTIONS AT SCHOEMAN FARM, STERKSPRUIT, EMADAMINI, PRAYER MOUNTAIN, HOLNEK AND DIEPDALE									
Item	Description	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
A	Preliminaries & General								
	Site Establishment Activities	Sum			1				
	Site De-establishment Activities	Sum			1				
	Induction Programme to Temporary Workers	Sum			1				
	Provision of PPE as per OHSAct Requirments	Sum			1				
	Accomodation for team members	Months			3				
	Provision and Installation of Project Name Board	Each			1				
	Provision of Safety Officer	Months			3				
	Material Transport and Delivery	Sum			1				
	6 - 8 Crane Truck	Days			22				
	LDV Double / Single Cab	Days			50				
	Provision of Worker's Transport	Days			40				
	Provision of Site Amenities (water, electricity, ablution facilities etc)	Months			3				
	Contractual obligations requirements	Sm			1				
	Provision of As Built Drawings	Sum			1				
SUB-TOTAL									
c	Digging Holes	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
1	LV stay back-actor or hand	e.a.			36				
2	Soft rock	e.a.			3				
3	Hard rock	e.a.			7				
4	MV stay back-actor or hand	e.a.			19				
5	Soft rock	e.a.			0				
6	Hard rock	e.a.			4				
7	7m Pole back-actor or hand	e.a.			0				
8	Soft rock	e.a.			0				
9	Hard rock	e.a.			0				
10	9m Pole back-actor or hand	e.a.			42				
11	Soft rock	e.a.			2				
12	Hard rock	e.a.			9				
13	11m Pole back-actor or hand	e.a.			0				
14	Soft rock	e.a.			0				
15	Hard rock	e.a.			0				
16	12m Pole back-actor or hand	e.a.			27				
17	Soft rock	e.a.			1				
18	Hard rock	e.a.			3				
19	13m Pole back-actor or hand	e.a.			0				
20	Soft rock	e.a.			0				
21	Hard rock	e.a.			0				
SUB-TOTAL									



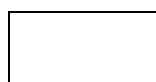
Contractor



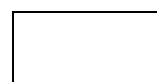
Witness 1



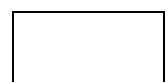
Witness 2



Employer



Witness 1



Witness 2

CHIEF ALBERT LUTHULI MUNICIPALITY

ELECTRIFICATION OF HOUSEHOLDS AND BULK SUPPLY IN VARIOUS WARDS BADPLAAS

Number ALMT23/2023

D	Plant poles	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
1	7m Wood 120-140mm tops	e.a.	0		0				
2	9m Wood 140-160mm tops	e.a.	23		23				
3	9m Wood 160-180 mm tops	e.a.	30		30				
4	10m Wood 160-180mm tops	e.a.	0		0				
5	10m Wood 180-200mm tops	e.a.	0		0				
6	11m Wood 160-180mm tops	e.a.	0		0				
7	11m Wood 180-200mm tops	e.a.	0		0				
8	12m Wood 180-200mm tops	e.a.	31		31				
9	13m Wood 180-200mm tops	e.a.	0		0				
SUB-TOTAL			84		84				
E	HV Structures	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
	DUAL PHASE								
1	Int ass delta 0 deg	e.a.	18		18				
2	Int ass vertical (1-10 deg)	e.a.							
3	Int ass stag vertical (0 deg)	e.a.							
4	Strain ass delta (0-30 deg)	e.a.	7		7				
5	Strain ass delta (30-90 deg)	e.a.	3		3				
6	Terminal delta	e.a.	4		4				
7	T-off ass int-delta	e.a.	1		1				
8	T-off ass str-delta	e.a.							
9	T-off ass int vert	e.a.							
10	Susp ass vert (10-30 deg)	e.a.							
11	Strain ass vertical (30-90 deg)	e.a.							
12	Terminal ass vert	e.a.							
13	In-line strain vert	e.a.							
14	T-off ass strain vert	e.a.							
SUB-TOTAL			33		33				
	THREE PHASE	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	
1	Int ass delta 0 deg	e.a.							
2	Int ass vertical (1-10 deg) - 1711	e.a.							
3	Int ass stag vertical (0 deg)3ph - 1710	e.a.							
4	Strain ass delta (0-30 deg)	e.a.							
5	Strain ass delta (30-90 deg)	e.a.							
6	Terminal delta	e.a.							
7	T-off ass int-delta	e.a.							
8	T-off ass str-delta	e.a.							
9	T-off ass int vert 1801	e.a.							
10	Susp ass vert (10-30 deg) - 1712	e.a.							
11	Strain ass vertical (30-90 deg) 1715	e.a.							
12	Terminal ass vert - 1716	e.a.							
13	In-line strain vert	e.a.							
SUB-TOTAL									



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

CHIEF ALBERT LUTHULI MUNICIPALITY

ELECTRIFICATION OF HOUSEHOLDS AND BULK SUPPLY IN VARIOUS WARDS BADPLAAS

Number ALMT23/2023

F	MV Stays	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
1	1 Off conv anchor	e.a.	25		25				
2	1 Off flying stay	e.a.	0		0				
3	1 Off strut pole 12m	e.a.	0		0				
SUB-TOTAL			25		25				
G	LV Structures	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
1	Int / susp (0-30 deg)	e.a.	24		24				
2	Intermediate service	e.a.	0		0				
3	Strain (0-60 deg)	e.a.	11		11				
4	Strain (60-90 deg)	e.a.	3		3				
5	Terminal	e.a.	18		18				
6	T-off from interm	e.a.	4		4				
7	T-off from strain	e.a.	0		0				
8	Cross int-int ass	e.a.	0		0				
9	Cross int-strain ass	e.a.	0		0				
SUB-TOTAL			60		60				
H	LV Stays	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
1	1 Off conv anchor	e.a.	46		46				
2	1 Off flying stay	e.a.	0		0				
3	1 Off strut pole 9m	e.a.	2		2				
SUB-TOTAL			48		48				
I	Service Boxes	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
1A	Box, Pole Top Split Meter: 2 Way	e.a.	0		0				
2B	Box, pole Top Split Meter: 4 Way	e.a.	28		28				
SUB-TOTAL			28		28				
J	Stringing	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
1	Squirrel conductor	m	0		0				
2	Fox conductor	m	0		0				
3	Mink conductor	m	4026		4026				
4	35 mm sq ABC 1-ph	m	2810		2810				
5	35 mm sq ABC 2- ph	m	700		700				
6	35 mm sq ABC 3-ph	m	0		0				
7	70 mm sq ABC 1-ph	m	0		0				
8	70 mm sq ABC 2-ph	m	0		0				
9	70 mm sq ABC 3-ph	m	0		0				
10	MV Mink full tension joint	e.a.	0		0				
11	LV joint 35 mm full tension	e.a.	15		15				
12	LV joint 70 mm full tension	e.a.	0		0				
SUB-TOTAL			7551		7551				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CHIEF ALBERT LUTHULI MUNICIPALITY

ELECTRIFICATION OF HOUSEHOLDS AND BULK SUPPLY IN VARIOUS WARDS BADPLAAS

Number ALMT23/2023

K	Transformer Installation	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
	Transformers: 22kV - Off Line								
1	200kVA x 3 Ph (1 off) - new	e.a.	0		0				
2	200kVA x 3 Ph (1 off) - relocate	e.a.	0		0				
3	100kVA x 3 Ph (2 off) - relocate	e.a.	0		0				
4	100kVA x 3 Ph (2 off) - new	e.a.	0		0				
5	50kVA x 3 Ph (0 off) - relocate	e.a.	0		0				
6	50kVA x 3 Ph (0 off) - new	e.a.	0		1				
7	32kVA x 2 Ph (0 off) - new	e.a.	2		2				
8	25kVA x 3 Ph (0 off) - new	e.a.	0		0				
9	25kVA x 3 Ph (0 off) - relocate	e.a.	0		0				
10	16kVA x 1 Ph (1 off) - relocate	e.a.	0		0				
11	16kVA x 1 Ph (1 off) - new	e.a.	7		7				
12	Sundry items to install 16KVA x 2ph trf	Lot	7		7				
13	Sundry items to install 32KVA x 2ph trf	Lot	2		2				
14	Sundry items to install 25,50 & 100KVA x 3ph trf	Lot	0		0				
15	Sundry items to install 200KVA x 3ph trf	Lot	0		0				
SUB-TOTAL			18		19				
	LV Protection Morsdorf type fuses	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
1	63 A	e.a.	0		0				
2	80A Single phase (32kVA)	e.a.	7		7				
3	80A Dual phase (32kVA)	e.a.	2		2				
4	80A Three phase (50kVA)	e.a.	0		0				
5	125A	e.a.	0		0				
6	160A	e.a.	0		0				
SUB-TOTAL			9		9				
L	Installation Earthing	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
1	MV Earthing (Type 1 crowfoot)	e.a.	9		9				
2	LV Earthing (Type 1 crowfoot)	e.a.	13		13				
3	Bonding	e.a.	0		0				
SUB-TOTAL			22		22		0.00	0.00	0.00
M	Pole Numbering	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
1	MV pole number	e.a.	24		24				
2	LV pole number	e.a.	57		57				
SUB-TOTAL			81		81				
N	Commissioning	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
1	Test & commission trsf and MV equipment	e.a.	0	0.00	0	0.00	0.00	0.00	0.00
					0		0.00	0.00	0.00

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CHIEF ALBERT LUTHULI MUNICIPALITY
ELECTRIFICATION OF HOUSEHOLDS AND BULK SUPPLY IN VARIOUS WARDS BADPLAAS
Number ALMT23/2023

o	Other	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
1	Link assembly (On-load) per phase	ea	0		0				
2	Link assembly (Off load) per phase	ea	0		0				
3	Drop-out fuses three phase MV	ea	0		0				
4	Drop-out fuses dual phase	ea	9		9				
5	Sample line /Material Board	sum	0		0				
6	Section link	ea	0		0				
7	Voltage Regulator	ea	0		0				
8	Remove existing poles	ea	0		0				
9	Remove existing conductor	m	0		0				
10	Remove existing stay	ea	0		0				
11	Remove existing transformer	ea	0		0				
12	Remove existing dressing	ea	0		0				
13	Ant-clim device	ea	10		10				
14	Labeling of equipment	ea	0		0				
14	Tree felling (trunk diameter > 300mm)	ea	0		0				
15	Nulec Auto Recloser	ea	0		0				
SUB-TOTAL			19		19				
P	House Connections	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
1	Underground connection (Trenches supplied by others)	ea	0		0				
2	Overhead connection	ea	59		59				
3	Supply Split Meter, fixing rails and plug	ea	59		59				
4	Supply Split Meter Ready board	ea	59		59				
5	Supply 60A ED (no internal ELPD)	ea	0		0				
6	Sealing of meters	ea	0		0				
7	COC certificates	ea	59		59				
8	COC Certificate ECA version	ea	0		0				
9	Supply and install additional 63A circuit breaker	ea	0		0				
10	Marketing for connections	ea	0		0				
11	Capture and upload of customer data new & Existing	ea	59		59				
12	GPS co-ordinates	ea	59		59				
SUB-TOTAL			295		295				
Q	Excavate and plant poles	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
1	5m Wood 80-100 mm tops	e.a.	39		39				
2	Soft rock	e.a.	39		39				
3	Hard rock	e.a.	0		0				
4	7m Wood 120-140 mm tops	e.a.	0		0				
5	Soft rock	e.a.	0		0				
6	Hard rock	e.a.	0		0				
7	Shackpole Dressing	e.a.	39		39				
SUB-TOTAL			117		117				



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

CHIEF ALBERT LUTHULI MUNICIPALITY

ELECTRIFICATION OF HOUSEHOLDS AND BULK SUPPLY IN VARIOUS WARDS BADPLAAS

Number ALMT23/2023

R	Conductor(Installatuion incl in service con rate)	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
1	4mm sq Airdac	m	0		0				
2	10mm sq Airdac with communication core	m	2900		2900				
SUB-TOTAL			2900		2900				
s	Other	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
1	Community Liason Officer	Month		-	1	48,000.00	0.00	48,000.00	48,000.00
2									
3									
4									
SUB-TOTAL					1.00		0.00	48,000.00	48,000.00

SUMMARY OF PRICES – to be entered into the form of offer and the cover page.

90

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ELECTRIFICATION: EMADAMINI, SCHOEMANSFARM, PRAYERMOUNTAIN, HOLNEK, DUNDONALD & DIEPDAL AREAS				
Item	Description	Amount		
		Materials	Labour	Total Price
A	Preliminaries & General			
C	Digging Holes			
D	Plant poles			
E	HV Structures			
F	MV Stays			
G	LV Structures			
H	LV Stays			
I	Service Boxes			
J	Stringing			
K	Transformer Installation			
L	Installation Earthing			
M	Pole Numbering			
N	Commissioning			
O	Other			
P	House Connections			
Q	Excavate and plant			
R	Conductor			
S	Other			
Totals				
Total for Material and Labour				
Add 10% Contingencies				
Sub-Total				
Add 15% VAT				
Grand Total				

.....
SIGNED ON BEHALF OF TENDERER:

.....
DATE:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Part C3: Scope of Work

3.1 DESCRIPTION OF WORKS

C3.1.1 EMPLOYERS OBJECTIVES

This project is intended to electrical services to communities in villages under Chief Albert Luthuli Municipality.

C3.1.2 OVERVIEW OF THE WORKS

1. Construction of Medium Voltage networks and installation of distribution transformers.
2. Construction of Low Voltage feeders and installation of service connection equipment.
3. Installation of house service cables with prepayment meters and readyboards.

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.

C3.1.2.1 Extent of the Works

The work to be executed under this contract includes inter alia, for the supply of all prescribed materials, the plant and labour involved for the construction of the following, and not limited to the same for:

1. Excavation of pole and stay holes as per standard dimensions (depth & width) in positions as pegged by the land surveyor, and as indicated on the spanning plans.
2. Supplying of pole mounted transformers (16kVA and 32kVA).
Assembling the stays and as per assembly drawings and installing them as per design drawings standards.
3. Installation of Medium voltage lines as per Eskom Standards..
4. Fixing of these line hardware components to the poles as per design drawings.
5. Laying out and stringing of the ACSR Mink conductor as per SAG and Tension charts.
6. Construction of transformer structures as per issued structure drawings.
7. Construction of Low Voltage lines per design drawings adhering to Eskom LV Standards.
8. Installation of disconnecting / protection devices as indicated on the design drawings.
9. Installation of MV and LV earthing (crow's foot) for the transformers according to the standard and as shown on the drawings.
10. Installation of 4 x Auto-Reclosers as per design document specifications.
11. Installation of split phase prepayment meters in pole top boxes.
12. Stringing of services cable, 10mm 2 core airdac.
13. Installation of readyboards with two switched socket outlets and an EL Protection Unit.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

C3.1.2.2 Location of the Works

The site are located as per following co-ordinates:

PROJECT NAME	GPS CO-ORDINATES
Schoeman Farm	-25.909315, 30.654541
Sterkspruit Farm	-25.870784, 30.683037
Emadamini	-25.874105, 30.591284
Prayer Mountain	-25.945339, 30.508984
Holnek	-26.203638, 30.590357
Diepdale	-26.468596, 30.798242

C3.1.3 Labour Intensive Construction

Labour Intensive Construction shall mean the economically efficient employment of as great a portion of labour as is technically feasible to produce a standard of construction as demanded by the Specifications with completion by the Due Completion Date, thus the effective substitution of labour for equipment.

Appropriate portions of the Works included in the Contract shall be executed using Labour Intensive Construction methods.

Except where the use of plant is essential in order, in the opinion of the Engineer, to meet the specified requirements by the Due Completion Date, the Contractor shall use only hand tools and equipment in the construction of those portion(s) of the Works that are required in terms of these Project Specifications to be constructed using Labour Intensive Construction methods.

These portions of the Works shall be constructed utilising only locally employed labour and/or the labour of local sub-contractors, supplemented to the extent necessary and unavoidable by the Contractors key personnel as provided for in sub-clause C3.1.3 unless otherwise instructed by the Engineer and in accordance with the further provisions of the relevant sections of Part C3 of the Scope of Works.

The portions of the Works to be executed using Labour Intensive Construction methods are:

- Clearing and grubbing of the Site;
- Excavation of pole and stay holes – 1.8m and 1.5m deep respectively;
- Trenching for cables and earthing electrodes;
- Backfilling and compaction of all holes;
- Cleaning and tidying up of the Site;
- Dismantling and re-erection of fences;

In respect of those portions of works which are not listed above, the construction methods adopted and plant utilised shall be at the discretion of the Contractor, provided always that the construction methods adopted and plant utilised by the Contractor are appropriate in respect of the nature of the Works to be executed and the standards to be achieved in terms of the Contract.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

C3.1.4 Sub-Contracting

- C3.1.4.1** Contractor shall appoint such authorities and/or specialist subcontractors and suppliers as may be designated or nominated by the Employer or the Engineer.
- C3.1.4.2** The Contractor shall sub-let to local small sub-contractors appropriate portions of the works that are designated in Clause C3.1.3 as being reserved for labour intensive construction methods.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.1.4.3 As required by Clause 4.4.5 of the Conditions of Contract, the Contractor shall be responsible for all work carried out by sub-contractors (whether nominated by the Employer or selected by the Contractor) on his behalf. The Engineer will not liaise directly with any such sub-contractor, nor will he become involved in any problems and/or disputes related to payments, programming, workmanship, etc. unless provided for in the Conditions of Contract. Such problems and/or disputes shall remain the sole concern of the Contractor and his sub-contractors.

C3.1.4.4 The Engineer may at his discretion, upon receipt of a written and fully motivated application from the Contractor, and where he deems the circumstances so warrant, and provided always that the Contractor has complied fully and in all respects with the provisions of the Contract pertaining to subletting to local sub-contractors or has utilised his best endeavours to comply therewith, authorise in writing that the Contractor may employ local residents with the sole intent of executing on-the-job training of such local residents to suitable levels of skill that will enable the Contractor to sub-let appropriate portions of the Works to such local residents.

Without limiting the generality of application of this sub-clause, circumstances, which may be considered by the Engineer to warrant such authorization, include:

- a) non-receipt of valid or acceptable tenders/quotations from local sub-contractors;
- b) serious default or failure of appointed local sub-contractors;

The Engineer shall not grant such authority in cases where it may reasonably be concluded on the available evidence that the invitation of further tenders/quotations in accordance with the terms of the Contract, is likely to result in the successful completion of the portions of the Works concerned by local sub-contractors.

Should the Contractor, after suitable due endeavour, be unable to identify local residents suitable for and desiring to train as sub-contractors for portions of the Works as specified in Clause 3.1.4.2, then the Contractor shall be permitted to undertake the Works in question with his own workforce as provided for in Clause 3.1.3 above.

The Engineer shall monitor progress achieved with subcontractor training, and successful completion of this training shall be subject to his approval or instruction. The Contractor shall tender rates for the training of sub-contractors and labour.

As specified in Clause C3.1.4, the Contractor shall approach the Labour Desk that is established for purposes of the Contract for assistance and advice regarding conditions of employment, minimum wages, disputes and disciplinary procedures in respect of local sub-contractors.

C3.1.5 CONSTRUCTION AND MANAGEMENT REQUIREMENTS

C3.1.5.1 General

The Contractor is referred to SANS 1921: 2004 parts 1, 2, 3 and 5: Construction and Management Requirements for Works Contracts. These specifications shall be applicable to the contract under consideration and the Contractor shall comply with all requirements relevant to the project.

Certain aspects however require further attention as described hereafter.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.1.5.2 Quality Assurance (QA) *(Read with SANS 1921 – 1: 2004 clause 4.4)*

The Contractor will be solely responsible for the production of work that complies with the Specifications to the satisfaction of the Engineer. To this end it will be the full responsibility of the Contractor to institute an appropriate Quality Assurance (QA) system on site. The Engineer will audit the Contractor's quality assurance (QA) system on a regular basis to verify that adequate independent checks and tests are being carried out and to ensure that the Contractor's own control is sufficient to identify any possible quality problems, which could cause a delay or failure.

The Contractor shall ensure that efficient supervisory staff, the required transport, instruments, equipment and tools are available to control the quality of his own workmanship in accordance with his QA-system. His attention is drawn to the fact that it is not the duty of the Engineer or the Engineer's representative to act as foreman or surveyor.

C3.1.5.3 Management and disposal of water *(Read with SANS 1921 - 1: 2004 clause 4.6)*

The Contractor shall pay special attention to the management and disposal of water and stormwater on the site. It is essential that all completed works or parts thereof are kept dry and properly drained. Claims for delay and for repair of damage caused to the works as a result of the Contractor's failure to properly manage rain and surface water, will not be considered.

C3.1.5.4 Disposal of spoil or surplus material *(Read with SANS 1921 - 1: 2004 clause 4.10)*

The Contractor shall dispose all surplus and unsuitable material at a legal and registered landfill sites within the Municipal area. He shall be responsible for all arrangements necessary to obtain such legal and registered landfill sites from the Municipality.

C3.1.5.6 Testing *(Read with SANS 1921 – 1: 2004 clause 4.11)*

• **Process control**

The Contractor shall arrange for all tests required for process control to be done by a laboratory acceptable to and approved by the Engineer.

The Contractor may establish his own laboratory on site or he may employ the services of an independent commercial laboratory. Whatever method is used, the Contractor must submit the results of tests carried out on materials and workmanship when submitting work for acceptance by the Engineer. The costs for these tests shall be deemed to be included in the relevant rates and no additional payment will be made for testing as required.

• **Acceptance control**

The process control test results submitted by the Contractor for approval of materials and workmanship may be used by the Engineer for acceptance control. However, before accepting any work, the Engineer may have further control tests carried out by a laboratory of his choice. The cost of such additional tests will be covered by a provisional sum provided in the schedule of quantities, but tests that failed to confirm compliance with the specifications, will be for the account of the Contractor.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.1.5.7 Survey beacons
2004 clause 4.15)

(Read with SANS 1921 - 1 :

The Contractor shall take special precautions to protect all permanent survey beacons or pegs such as benchmarks, stand boundary pegs and trigonometrical beacons, regardless whether such beacons or pegs were placed before or during the execution of the Contract. If any such beacons or pegs have been disturbed by the Contractor or his employees, the Contractor shall have them replaced by a registered land surveyor at his own cost.

C3.1.5.8 Existing Services
2004 clause 4.17)

(Read with SANS 1921 - 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.

The Contractor will be held responsible for any damage to known existing services caused by or arising out of his operations and any damage 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.

C3.1.6 Programme to be supplied by the Contractor

The Contractor's programme shall be essentially in accordance with the overall requirements of the project.

The programme shall not be in the form of a bar chart only but shall show clearly the anticipated quantities of work to be performed each month, together with the manner in which the listed plant and other resources are to be used, as well as the anticipated earnings for the various sections of work.

A network-based programme according to the precedence method shall be required by the Engineer. The programme shall be updated monthly in accordance with the progress made by the Contractor. The updated programme shall be submitted to the Engineer at least two working days prior to monthly meetings.

Failure to comply with these requirements will entitle the Engineer to use a programme based on his own assumptions for the purpose of evaluating claims for extension of time or additional payments.

If, during the progress of the work, the quantities of work performed per month fall below those shown on the programme, or if the sequence of operations is altered or if the programme is deviated from in any other way, the Contractor shall, within one week of having been notified by the Engineer, submit a revised programme and network.

If the programme has to be revised by reason of the contractor falling behind his programme, he shall produce a revised programme showing how he intends to regain lost time in order to ensure completion of the Works within the time of completion as defined in Clause 5.7 of the General Conditions of Contract or any granted extension of time. Any proposal to increase the tempo of work must be accompanied by positive steps to increase production by providing more labour and plant on site, or by using the available labour and plant in a more efficient manner.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Failure on the part of the Contractor to submit the programme or to work according to the programme or revised programmes shall be sufficient reason for the Engineer to take steps as provided in Clause 9.2 of the General Conditions of Contract.

The approval by the engineer of any programme shall have no contractual significance other than the Engineer will be satisfied if the work is carried out according to such programme and that the Contract undertakes to carry out the work in accordance with the programme. It shall not limit the right to the Engineer to instruct the Contractor to vary the programme if required by circumstances. The Contractor is also referred to Clause 5.6 of the General Conditions of Contract when drawing up his programme.

Progress in advance of the programme on certain portions or phases of the Works shall not be considered adequate reason for poor progress on another portion or phase.

C3.1.7 Overhaul

No payment will be made for overhaul on this contract unless provision is made therefore in specific items.

C3.1.8 Site Facilities Available

C3.1.8.1 Location of Site and Depot

The Contractor is responsible to provide a suitable site for his camp and to provide accommodation for his personnel and labourers. If the Employer can make any specific site available to the Contractor, such site will be pointed out to the Contractor. The Contractor must obtain written permission from the landowner and subsequently from the Engineer for the establishment of his camp.

(a) Contractor's Camp Site/Store Yard

Any clearing of the site that is necessary and the making good after de-establishment will be the responsibility of the Contractor.

In addition to the requirements of SANS 1200A clause 8.3.2.2 the following conditions shall also apply:-

- (i) None of the existing roads shall be damaged in any way.
- (ii) No waterborne sewerage facilities or potable water connection are available on the site.
- (iii) No electrical facilities exist on site.

(iv) It shall be the responsibility of the Contractor to make good any damage caused to the campsite area or any improvements on it, including services, and for reinstating it to its former condition when vacated. The standard of reinstatement must be to the satisfaction of the Engineer or the owner. Particular attention should be directed to these requirements and written clearances from the relevant Departments or other owners will be required.

C3.1.8.2 Source of Water Supply

The Contractor shall be responsible under the Contract for the supply and distribution at his cost of all water that he may require for purposes of constructing the Works. Accordingly, the Contractor shall pay all connection fees and consumption charges, and at his cost provide all connections, consumption meters, pipe work, storage tanks, transport and other items associated with the supply of water for the Works.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

The Contractor shall, subject to the approval of the Engineer, make any necessary arrangements with the relevant authority for the connection(s), and shall provide in his tender for the payment of all charges and costs that are associated with making water available for purposes of constructing the Works.

C3.1.8.3 Source of Power Supply

The Contractor shall be responsible under the Contract for the supply and distribution at his cost of all electricity that he may require for purposes of constructing the Works. Accordingly, the Contractor shall pay all connection and consumption charges, and at his cost provide all connections, transformers, consumption meters, cables, distribution boards and other items that are associated with the supply of electricity for construction of the Works.

The Contractor shall, subject to the approval of the Engineer, make any necessary arrangements with the relevant authority for the connection(s), and shall provide in his tender for the payment of all charges and costs that are associated with making electricity available for purposes of constructing the Works. The distribution of electricity shall be in accordance with the applicable bylaws and regulations of the supply authority.

C3.1.8.4 Accommodation of Employees

No employees except for security guards will be allowed to sleep or be accommodated on the site.

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 campsite 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.

C3.1.9 Features Requiring Special Attention

C3.1.9.1 Built-up Areas

The Contractor's attention is drawn to the fact that the Works will be constructed within built-up areas. The Contractor shall exercise all necessary precautions and take all necessary steps to ensure the safety and convenience of the public. In addition, the Contractor shall provide access for traffic over and through the works, and for residents to their places of abode, all as described in the Specifications. Allowance must be made by the Contractor in his programming for delays resulting from the aforesaid.

The Contractor shall give residents a minimum of 72 hours written notice of his intent to close access to residential stands. The Contractor shall acquire written confirmation from all owners that they are aware of any intended closures of access. No traffic access to a residential stand shall be closed for longer than 48 hours.

C3.1.9.3 Protection of Buildings and Structures

The Contractor shall give all residents or other parties owning a building or structure within an appropriate radius (not less than 100m) from any point of blasting, a minimum of 48 hours notice of his intent to execute any blasting work.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

The Contractor shall note all aspects relevant to the condition of the affected buildings and/or structures prior to blasting, and shall acquire the signature of the owners/occupants agreeing to such conditions.

Subsequent to blasting, both the Contractor and the owners/occupants shall sign the form confirming the condition of the buildings and/or structures. In the event of damage to existing buildings and/or structures as a result of blasting, remedial work shall be done to the satisfaction of the owners/occupants at the Contractor's expense.

Compliance with this clause will not relieve the Contractor of any of his responsibilities in terms of the Contract.

C3.1.9.4 Care of the Site

At all times during construction of the Works and upon completion thereof, the Site of the Works shall be kept and left in a clean and orderly condition. The Contractor shall store all materials and equipment for which he is responsible in an orderly manner, and shall keep the Site free from debris and obstructions.

C3.1.9.5 Control of Water

The Contractor shall at all times and in all respects be responsible for the handling of stormwater from higher-lying areas above the Works, and for the handling of any sub-surface water that may affect the Works. No separate payment shall be made in this regard, as all costs related thereto shall be deemed to be included in the rates tendered for the various items of work that are included in the Schedule of Quantities.

C3.1.10 Management of the environment

The Contractor shall pay special attention to the following:

(a) Natural Vegetation

The Contractor shall confine his operation to as small an area of the site as may be practical for the purpose of constructing the works.

Only those trees and shrubs directly affected by the works and such others as the Engineer may direct in writing shall be cut down and stumped. The natural vegetation, grassing and other plants shall not be disturbed other than in areas where it is essential for the execution of the work or where directed by the Engineer.

(b) Fires

The Contractor shall comply with the statutory and local fire regulations. He shall also take all necessary precautions to prevent any fires. In the event of fire the Contractor shall take active steps to limit and extinguish the fire and shall accept full responsibility for damages and claims resulting from such fires, which may have been caused by him or his employees.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.1.11 Community Liaison and Community Relations

In all dealings with nearby communities and beneficiaries of the project, and in all dealings with workers employed from within such communities, the Contractor shall take due cognisance of the character, culture and circumstances of the specific community and/or any group of beneficiaries, and shall at all times use his best endeavours to avoid the development of disputes and rather to foster a spirit of co- operation and harmony towards the project.

The Contractor shall at all times, keep the Engineer fully informed regarding all matters affecting or negotiated between the Contractor and the community and/or beneficiaries, and he shall attend all liaison meetings as may be arranged by the Engineer and/or the Employer. All matters concerning the community and/or beneficiaries shall be discussed and where possible, resolved at such meetings.

Where any resolution during such negotiations or at such meetings shall be contrary to the terms and provisions of the Contract, the Contractor shall not give effect thereto without a prior written instruction from the Engineer. Where the Contractor is of the opinion that any instruction of the Engineer issued in terms of this clause will result in the incurring of additional costs which were not provided for in his tendered rates and prices and/or that a delay in the progress of the Works will result, he shall be entitled to submit a claim in terms of Clause 10 of the Conditions of Contract, provided always that the period of twenty-eight (28) days referred to in Clause 10 shall be reduced to three (3) normal working days in respect of all claims submitted in terms of this clause.

C3.1.12 Workmanship and Quality Control

The onus to produce work that conforms in quality and accuracy of detail to the requirements of the Specifications and of the Drawings rests with the Contractor, and the Contractor shall, at his own expense, institute a quality-control system and provide experienced engineers, foremen, surveyors, materials technicians, other technicians, technical staff and the user department, together with all transport, instruments and equipment to ensure adequate supervision and positive control of the quality of the Works at all stages of the Contract.

The cost of the Contractor's supervision and process control, including all testing carried out by the Contractor, will be deemed to be included in the rates tendered for the various items of work. The Contractor's attention is drawn to the provisions of the various Standardised Specifications regarding the minimum frequency of process control testing that is to be executed. The Contractor shall, at his own discretion, increase this frequency where necessary to ensure adequate control of the quality of the Works at all times.

Upon completion and submission of each portion of the Works to the Engineer for examination, the Contractor shall furnish the Engineer with the results of relevant tests, measurements and levels, thereby indicating compliance with the Specifications.

The Engineer will not examine or inspect any portion of work submitted for approval unless the request for inspection and approval is accompanied by relevant tests, measurements and levels indicating compliance.

C3.1.13 Samples

Materials or work that do not conform to the approved samples, submitted in terms of Clause 7.4 of the Conditions of Contract, will be rejected. The Engineer reserves the right to submit samples for testing to ensure that the material represented by the samples meet the specification requirements.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.1.14 Notices, Signs, Barricades and Advertisements

Notices, signs and barricades (required in terms of Clause 8 of the Conditions of Contract) as well as advertisements may only be erected where approved by the Engineer. The Contractor shall be responsible for their supply, erection, maintenance and ultimate removal and shall make provision for this in his tendered rates.

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

C3.1.15 Requirements for Accommodation of Traffic

General

The Contractor will be responsible for the safe and easy passage of public traffic past and on sections of roads of which he has occupation or where work has to be done near traffic.

Accommodation of traffic, where applicable shall comply with SANS 1921-2: 2004: Construction and Management Requirements for Works Contracts, Part 2: Accommodation of Traffic on Public Roads occupied by the Contractor. The Contractor shall obtain this specification from Standards South Africa if accommodation of traffic will be involved on any part of the construction works.

Basic Requirements

The travelling public shall have the right of way on public roads, and the Contractor shall make use of approved methods to control the movement of his equipment and vehicles so as not to constitute a hazard on the road.

The Contractor shall ensure that all road signs, barricades, delineators, flagmen and speed controls are effective and that courtesy is extended to the public at all times.

Failure to maintain road signs, warning signs or flicker lights, etc, in a good condition shall constitute ample reason for the Engineer to suspend the work until the road signs, etc, have been repaired to his satisfaction.

The Contractor may not commence constructional activities affecting existing roads before adequate provision has been made to accommodate traffic in accordance with the requirements of this document and the South African Road Traffic Signs Manual.

The Contractor shall construct and maintain all temporary drainage works necessary for temporary deviations.

The Contractor shall provide and grant access to persons whose properties fall within or adjoin the area in which he is working.

C3.1.16 Open Trenches

Trenches may not be left open during the builder's holidays, and shall be safeguarded at all times from danger to the public. Safe trench-crossings shall be provided at all intersections with accesses to properties

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

and with public roads and paths. The length of trench left open at any one time may be restricted by the Engineer, should he consider such restriction to be in the interest of public safety.

C3.1.17 Statutory Regulations

The statutory requirement of the Occupational Health and Safety Act, Act 85 of 1993 (referred to as the Act below), and all regulations promulgated there under as well as the other relevant acts must be adhered to by the Contractor, with specific reference to the safety of all employees and the public, irrespective of whether such employees are employed by the Contractor or by his subcontractors (including local subcontractors). The Contractor, in entering into this Contract, hereby agrees with the Employer in terms of Section 37(2) of the Act, that the Contractor as an employer in its own right and in its capacity as Contractor for the execution of the Works, shall have certain obligations and that the following arrangement shall apply between the Contractor and the Employer to ensure compliance by the Contractor with the provisions of the Act, namely:-

(a) The Contractor undertakes to acquaint the appropriate officials and the employees of the Contractor with all relevant provisions of the Act, and the regulations promulgated in terms of the Act;

(b) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and regulations will be fully complied with; and

(c) The Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and regulations, and expressly absolves the Employer and the Engineer from being obliged to comply with any of the aforesaid duties, obligations and prohibitions in respect of the Works; and

(d) The Contractor shall be obliged to report forthwith to the Employer and the Engineer any investigation, complaint, or criminal charge which may arise as a consequence of the provisions of the Act and regulations pursuant to work performed on behalf of the Employer, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

(e) The Contractor shall sign the agreement bound into Section C1.2 of this document.

The Contractor shall comply with all the conditions of the Record of Decision in terms of Section 22(3) of the Environmental Conservation Act, 1989.

A time-related and a fixed-charge item have been provided in Schedule A of the Schedule of Quantities. The contractor shall allow for all obligations imposed by the Environmental Management Plan including the appointment of an environmental manager/control officer.

C3.1.18 Safety

"Pursuant to the provisions of the Conditions of Contract, and without in any way limiting the Contractor's obligations there under, the Contractor shall at his own expense (except only where specific provision (if any) is made in the contract for the reimbursement to the Contractor in respect of particular items), provide the following:

(a) The Principal Contractor must do a Risk assessment and compile an OHS Plan to be evaluated and approved by the Safety Agent prior to commencement of Construction.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

- (b) The Contractor must ensure that regular safety meetings be held, and that the minutes of such meetings be kept in a Safety File, which must be available on site at all, times.
- (c) Provide to its Employees on the site of the works, all safety materials, clothing and equipment necessary to ensure full compliance with the provisions of the Occupational health and Safety Act, 1993 (Act No 85 of 1993) as amended (hereinafter referred to as the Act) at all times, and shall institute appropriate and effective measures to ensure the proper usage of such safety materials, clothing and equipment at all times;
- (d) Provide, install and maintain all barricades, safety signage and other measures to ensure the safety of workmen and all persons in, on and around the site, as well as the general public;
- (e) Implement on the site of the works, such procedures and systems and keep all records as may be required to ensure compliance with the requirements of the Act at all times;
- (f) Implement all necessary measures so as to ensure compliance with the Act by all subcontractors engaged by the Contractor and their employees engaged on the works;
- (g) Full compliance with all other requirements pertaining to safety as may be specified in the Contract (Also refer to Notice to Tenderers).

The Employer and the Engineer shall be entitled, although not obliged, to make such inspections on the site as they shall deem appropriate, for the purpose of verifying the Contractor's compliance with the requirements of the Act.

For this purpose, the Contractor shall grant full access to the site of all parts of the site and shall co-operate fully in such inspections and shall make available for inspection all such documents and records as the Employer's and/or Engineer's representative may reasonably require. Where any such investigations reveal, or where it comes to the Engineer's attention that the Contractor is in any way in breach of the requirements of the Act or is failing to comply with the provisions of this clause, the Engineer shall, in accordance with the provisions of clause 5.11 of the Conditions of Contract, be entitled to suspend progress on the works or any part thereof until such time as the Contractor has demonstrated to the satisfaction of the Engineer, that such breach has been rectified.

The Contractor shall have no grounds for a claim against the Employer for extension of time and/or additional costs if the progress on the works or any part thereof is suspended by the Engineer in terms of this clause, and the Contractor shall remain fully liable in respect of the payment of penalties for late completion in accordance with the provisions of clause 5.13.1 of the Conditions of Contract should the Contractor fail to complete the Works on or before the specified due completion date in consequence of the suspension.

Persistent and repeated breach by the Contractor of the requirements of the Act and/or this clause shall constitute grounds for the Engineer to act in terms of subclause 9.2.1 of the Conditions of Contract and for the Employer to cancel the Contract in accordance with the further provisions of the said clause 9.2."

In addition to all above safety related requirements the Contractor shall take cognisance of the requirements of the construction regulations and OHS Specifications bound in C3.5.2 of this document.

C3.1.19 Safety Officer

OHS must be provided.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The Contractor is required to ensure compliance with the Occupational Health and Safety Act (Act 85 of 1993) and its regulations, in particular the Construction Regulations, 2003, to appoint a Health and Safety Officer for the works.

The safety officer shall have a sound knowledge of the Occupational health and Safety Act. He shall preferably have completed the Safety Management Training Course (SAMTRAC) presented by NOSA. The Contractor shall submit details of the proposed

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.2 ENGINEERING

C3.2.1 Design

- The Employer is responsible for the design of the permanent Works as reflected in the contract Documents unless otherwise stated.
- The Contractor is responsible for the design of the temporary Works and their compatibility with the permanent Works
- The Contractor shall supply all details necessary to assist the Engineer in the compilation of the as built drawings

C3.2.2 Employer's Design

The Employer has designed the permanent works included in this contract. The detail of the works is indicated on the drawings and in the specifications. The Tenderer may submit alternative offers for designs prepared by himself subject to the conditions specified in clause 05 of the Standard Specifications.

C3.2.3 Drawings

The Contractor shall use only the dimensions stated in figures on the Drawings in setting out the Works, and dimensions shall not be scaled from the Drawings, unless required by the Engineer. The Engineer will, on the request of the Contractor in accordance with the provisions of the Conditions of Contract, provide such dimensions as may have been omitted from the Drawings.

The Contractor shall ensure that accurate as-built records are kept of all infrastructure installed or relocated during the contract. The position of pipe bends, junction boxes, duct ends and all other underground infrastructure shall be given by either co-ordinates or stake value and offset. Where necessary, levels shall also be given. A marked-up set of drawings shall also be kept and updated by the Contractor. This information shall be supplied to the Engineer's Representative on a regular basis.

All information in possession of the Contractor, required by the Engineer and/or the Engineer's Representative to complete the as-built/record drawings, must be submitted to the Engineer's Representative before a Certificate of Completion will be issued.

C2.3.1.1 Additional construction drawings will, in terms of Clause 5.9 of the General Conditions of Contract (2015), be issued to the Contractor by the Engineer/Employer on the commencement date and from time to time as required."



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

C3.3 PROCUREMENT

C3.3.2 Restriction of the Utilisation of Personnel in the Permanent Employment of the Contractor

The Contractor shall limit the utilisation of his permanently employed personnel to that of key personnel only on the Works, as defined below, and shall execute and complete the Works utilising a temporary workforce employed directly by the Contractor and/or by his sub-contractors, using the assistance of the labour desk that will be established for the project in consultation with the various communities that are established in proximity to the Works or which will be allocated within the development.

Without derogating from the Contractor's obligations to complete the Works within the specified time for completion in terms of clause 1.1.1.14 of GCC 2015, the numbers in each category of the Contractor's key personnel, as stated by the Contractor in Part T2 of this document, will be strictly controlled during the contract period and any increase in numbers will be subject to the prior approval of the Employer.

"Key personnel" means all contracts managers, site agents, site clerks, materials and survey technicians, quantity surveyors, trainers, supervisors, foremen, skilled plant operators, welders, shutter hands and the like, and all other personnel in the permanent employ of the Contractor or his sub-contractors who possess special skills, and/or who play key roles within the Contractor's or his subcontractor's operations.

The Engineer may at his discretion, upon receipt of a written and fully motivated application from the Contractor, and where he deems the circumstances so warrant, authorise in writing that the Contractor may utilise in the execution of the Works, workers not being his key personnel but who are in his permanent employ.

Without limiting the generality of application of this sub-clause, circumstances which may be considered by the Engineer to warrant authorisation of the use of the Contractor's permanent employees other than key personnel, include:

- (a) The unavailability from local sources of sufficient numbers of temporary workers and/or sub-contractors to execute the Works provided always that the Contractor has satisfied the Engineer that he has exercised his best endeavours and taken all reasonable actions to recruit sufficient temporary workers and sub-contractors from local sources as contemplated above.
- (b) The unavailability within the temporary worker pool and/or from subcontractor sources available to the Contractor in terms of the Contract, of sufficient skills necessary to execute the Works or specific portions thereof, in situations where the completion period allowed in the Contract is insufficient to facilitate the creation of the necessary skills through the provision of suitable training as contemplated in the Contract;
- (c) Any other circumstances which the Engineer may deem as constituting a warrant.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.3.3 Provision of Temporary Workforce for the Contract

The Contractor shall employ labour from the local community through the CLO except for approved key staff in the permanent employ of the Contractor, to the maximum extent that is compatible with the requirements of Clause 4.11 of the General Conditions of Contract 2015.

Although the Contractor shall adhere to the statutory minimum wage rates, he is however at liberty to negotiate additional incentive payments based on performance.

The Occupational Health and Safety Act must be adhered to with reference to the safety of any employee employed by the Contractor.

The successful tenderer shall liaise with the Ward Councillor/Ward Committee whereby the Ward Councillor shall provide to the Contractor the following if necessary:

a) A Community Liaison Officer (CLO) for liaison with the recipient community for labour recruitment

- The CLO shall attend all site and other meetings concerning the project.
- Only one CLO shall be appointed per project. If the project spans over more than one Ward, the relevant Ward Councillors shall agree on one CLO to be appointed by the Contractor. Should no agreement be found as envisaged, the relevant Project Manager together with the Engineer, will interview prospective appointees and in their discretion appoint such CLO.
- Notwithstanding the above, if the vastness of the project requires the use of more than one CLO, this will be permitted provided that the total monthly sum paid to all CLO's shall not exceed the amount allowed for in paragraph bill of quantities.
- Should the Contractor experience any difficulties with the community, these difficulties shall immediately be brought to the attention of the Municipality/Project Manager who shall arrange a meeting with the relevant Ward Councillor(s) and the CLO to resolve such difficulties.

The main Contractor shall ensure that any Sub-Contractor he may appoint shall adhere to these conditions but also subject to the provisos applicable to the duration of such sub-contract.

Should any of the above conditions be less favourable than any Bargaining Council Agreement or Act applicable to the Contractor, the more favourable condition will apply.

A contract of employment or subcontract should be signed between the Contractor and each of his employees or sub-contractors, as the case may be. Likewise contracts of employment must be entered into between each such sub-contractor, and each of the specific subcontractor's employees. Employment and subcontract agreements shall make clear reference to at least the following conditions.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

-
- The minimum agreed wage rate per hour in respect of labourers;
 - The agreed pay rate per unit of production where applicable;
 - UIF and WCA payments;
 - Minimum working hours per day;
 - Start and end times of a daily shift;
 - Lunch break times;
 - Company policy regarding:
 - Rain time
 - Sickness and absenteeism
 - Disciplinary matters
 - Grievances
 - Method and frequency of payment;
 - Work clothes and safety equipment to be issued
 - Labour Desk

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.4 CONSTRUCTION

C3.4 CONSTRUCTION

C3.4.1 PROJECT SPECIFIC SPECIFICATION

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 and Hare Bill of Quantities/drawings
Mass	:	85kg/km / 149kg/km
Ultimate tensile strength	:	7 900 / 13 200 Newtons
Max working tension	:	@ -5oC + 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.

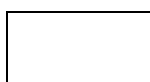
b)	Poles	
Pole type	-	Wood
Pole lengths	-	12m MV Line
Planting depth	-	2.0m
Pole marker	-	Alluminium tag stencil punched with code.

c)	Stays	
Type	-	Fiber glass for MV
Rods	-	M20 - 2000 long
Base plate	-	380 x 380 x 6 galvanized
Staywire	-	7/4mm, 1100 MPA - galvanized
Planting depth	-	1.7m

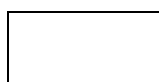
d) Flying Stays
Flying stays shall be installed in the positions indicated on the drawings by the structure codes. Anchor poles shall be as specified for the line structures and of sufficient length to ensure the required ground clearance. Overhead staywire shall be 7/4.00mm as specified for stays.

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.

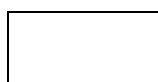
f) Insulators, Line Clamps and Other Line Components, Pole Dressing Hardware etc.
All in accordance with Eskom's Distribution Reticulation Technology, Electrification Standards and Guidelines with particular reference to the detailed material take off sheets provided for the various line structures.



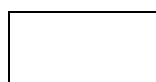
Contractor



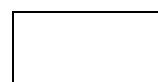
Witness 1



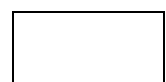
Witness 2



Employer



Witness 1



Witness 2

g) Sags and Tensions

The contractor 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, 10kA impulse current.

i) Sectionalisers

Dropout fuses shall be provided for each transformer.

POLE MOUNTED TRANSFORMERS

Transformers shall generally comply with the following details:

Situation	:	Outdoor, Coastal
Mounting	:	Suitable for single pole structure
Type	:	SABS 780
kVA rating	:	16 or 32 (as indicated on drawings)
No load voltage ratio	:	22000/11000/231Volt
Vector group	:	Dyn 11
Parallel operation	:	Yes
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.

CIVIL INFRASTRUCTURE

The Contractor shall provide the following excavations.

- a) Pole holes as required for MV overhead line systems.
12m - 1200 long 1000 wide 2000 deep
- b) Strut and stay holes as required for MV overhead line systems.
Strut and stay excavations: 2000mm long 1000mm wide 1700mm deep
- c) Trenching for structure and operator earthing systems.
Trench excavation: 300mm wide, 600mm deep.

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.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

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

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

- a) Bonding all pole top and/or crossarm 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.

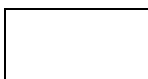
MINIMUM CLEARANCE FOR A 22kV BARE OH POWER LINE

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.

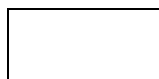
Section 15 of the Electrical Machinery Regulations of the OHS Act specifies the minimum clearances between bare conductors and other conductors and objects. This is the minimum distance that must be maintained in all conditions up to a conductor temperature of 50 degrees centigrade and wind pressure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

Table 1. Minimum clearances for bare OH MV lines

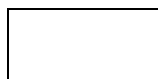
Maximum phase-to-phase voltage (kVrms)	Clearance to ground A- Outside town B- Inside town	Above roads and railway lines	Clearance to communication lines and other power lines	Clearance to buildings and structures not forming part of power lines
24	A - 5,2m B - 5,5m	6,4m	0,9m	3,0m



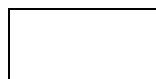
Contractor



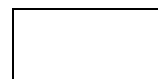
Witness 1



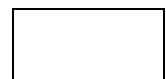
Witness 2



Employer



Witness 1



Witness 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 energised 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 11kV to give the 5.2m clearance for a 11kV power line.

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

MAXIMUM RATED PHASE TO PHASE VOLTAGE	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.

QUALITY

All material used in the Works shall, where such mark has been awarded for a specific type of material, bear the SABS mark. Alternatively, the Contractor shall furnish the Engineer with certificates of compliance of materials, which bear the official mark of the appropriate standard.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

WATCHING BARRICADING, LIGHTING, SIGNAGE AND TRAFFIC CROSSINGS

While the responsibility for the efficient barricading, signage, lighting and watching of all trenches and stacks of material shall rest upon the Contractor, he shall be required to make the following minimum provisions in this respect.

Where a vehicular or pedestrian crossing is required over an open trench, it shall be protected on each side by a stout two-rail fence, at least 1m high, consisting of 150 x 75mm deal vertical set 0,6m into the ground, with 75 x 50 mm rails securely nailed to them. Where deals or board are used as bridges, they must be battened underneath to prevent tipping.

The Contractor shall make available on the site at all times a sufficient number of steel plates at least 2m by 1m by 81mm thick, complete with approved suitably sized barriers at spacing which will accommodate the most likely traffic loading for this area, which may be laid across open excavated trenches to provide bridges for vehicles along the trafficked route of the work as and where this may be considered necessary by the Engineer.

Appropriate signage in accordance with the Local Traffic Authority and at least four lamps must be provided at each trafficked crossing. The spacing between lamps along an open trench running longitudinally in a road shall be not greater than 20 meters, lamps shall be kept in good order and continuously lit from dusk to dawn.

SERVICES

Protection: Where, in the course of excavation, the Contractor shall lay bare any water mains, pipes, cables, telegraph or telephone poles, or any existing structures, these shall be securely shored, shuttered or slung and sufficiently protected to ensure that no damage shall be done to them until filling has been placed around them. In the case of electric and telephone cables, if these shall be exposed in the course of excavation, the Contractor shall not refill the excavation around such cables until the cables have been inspected and passed as intact by their respective owners. (Also refer to Project Specifications PS 10.2 and PSDB3.)

GROUND AND ACCESS TO WORKS

While the accompanying plan shows the routes of the services and generally indicates the roads available, it does not purport to give full information with regard to the most suitable means of access to the Site. At all times during the execution of the Contract, the Contractor shall be responsible for the closing of all gates and for the proper protection of property of every description which may have been entered upon or interfered with in any way by him in carrying out the Works. All fences and other structures that have been



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

damaged or interfered with by the Contractor shall be restored to a condition at least equivalent to their original condition.

SITE CORRESPONDENCE

Instructions by the Engineer

Site instructions by the Engineer, addressed to the Contractor at his office on the Site, will be numbered consecutively and will be deemed to have been received by the Contractor's Representative unless a break in the sequence of numbers is brought to the notice of the Engineer in writing immediately.

Site Diary

A site diary, which will be supplied by the Engineer, must be filled in on a daily basis and submitted to the Engineer on a monthly basis. No claims will be considered without the site diary's schedule properly completed (on a daily basis) and submitted.

SITE MEETINGS

The Contractor and his authorised representative shall attend all meetings held on the Site with the Employer and the professional team at dates and times to be determined by the Engineer. Such meetings will be held to evaluate the progress of the Contract, and to discuss matters pertaining to the Contract which any of the parties represented may wish to raise. It is not the intention to discuss day-to-day technical matters at such meetings.

TRENCHING, EXCAVATION AND COMPACTION

General

The Contractor shall allow for all excavation and back-filling of cable trenches and holes for planting of poles unless this is stated to be done by others elsewhere in this Specification. In this case the Contractor shall provide the trenching contractor with details of his requirements in this regard prior to work being commenced and shall be responsible for ensuring that these requirements are met. He shall also be responsible for ensuring that any trenches opened by him or for him do not constitute a hazard to the public. Where necessary he shall provide barriers and warning lights at night or any other protection of trenches or excavations as required by the Engineer or any statutory or local Authority requirements.

The Contractor shall be responsible for leaving all areas affected by cable trenches, holes in the ground, and any other work done by him or on his behalf, in a clean and tidy state, and for making good all tarmacadam, concrete, paved or grassed surfaces.

It will be the Contractor's responsibility to make good any subsidence that may occur within six months of back-filling trenches, and, in the case of tarred-surfaces, to remove and re-tar with new material.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Routing

The routes for the underground cables are shown on the drawings. Any proposed variation of these routes by the Contractor, shall be approved by the Engineer or Clerk of Works before trenching is done.

It shall be the Contractor's responsibility to ensure that the routes of the cables are correct. Where the Contractor is in any doubt regarding peg positions, he shall, after having obtained the approval of the Engineer, employ the services of a registered Surveyor to obtain the correct locations. Re-imbursement for the cost of such services will, subject to granting of approval, be made from the Provisional Sum included for this purpose. Any major deviation considered necessary must be approved by the Engineer. The Employer will make no payment for claims for extra work arising out of the cable trenches being in the wrong place.

Routes shall run generally in road reserves parallel with and 1,0m from plot boundaries. Where no road exists or is not indicated, the route shall run in open ground adjacent to the plots and 1,0m from the plot boundaries.

Pegs

All erf boundary pegs will have been installed at the time the site is handed over to the Contractor, who will be responsible for the replacement of any pegs disturbed or removed by him.

In the case of this Contract, the Contractor shall request the Engineer's Representative to check all pegs with him prior to commencing work in any particular area so that the number of missing pegs can be recorded. Should any further pegs have to be replaced after the electrical work is completed, this will be for the Contractor's account. Should he fail to verify the missing pegs as aforesaid, he may be held responsible for the replacement of all such missing pegs.

Trenching and Excavation by Others

The Contractor is to co-operate closely with the trenching contractor at all times and is required to be in attendance during backfilling of all trenches, etc., to ensure that cables are not damaged in any way and that poles are correctly aligned.

Type of Material

Unless otherwise specified elsewhere in this Specification or Schedule of Quantities, Tenderers shall allow for excavating cable trenches and holes in earth. In addition, unit rates shall be provided for excavating in soft rock and hard rock.

The following definitions shall apply to the three categories. Where the conditions experienced are a combination of two or more of the conditions listed below, the Contractor shall be paid on rates in proportion to the contents of earth, soft rock or hard rock experienced in the excavations.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

"Earth" shall mean ground that can be removed by hand and includes loose gravel, clay, made-up ground, loose or soft shale, loose oukclip, and boulders less than 75mm in diameter.

"Soft rock" shall mean all hard ground such as oukclip, hard shale, decomposed rock, loose boulders and large stones, etc., which require the use of pneumatic tools, mechanical rippers and/or excessive hard labour to excavate and remove economically.

"Hard rock" shall mean granite, quartzite, dolomite, or other rock of similar hardness, which can only be excavated and removed economically by blasting, wedging or breaking.

Verification of Excavation Claims

Notwithstanding any Provisional Amounts for excavation in rock included in the Schedule of Quantities, payment will only be authorised for excavation in ground other than earth upon submission of documentary proof of such excavation made and signed as correct at the time trenches or holes were excavated.

It is essential that, in all cases where rock has to be excavated, or where poles, etc., have to be stabilised with concrete or by other means, in loose sand or in soft or waterlogged ground or where substitution of the excavated material is necessary for backfilling, that the Engineer or Clerk of Works be notified before such excavation work is back-filled. This is for the purpose of having the soil conditions encountered noted and confirmed in writing.

The amounts and type of rock encountered shall be measured by the Contractor in the presence of the Engineer or Clerk of Works. This information, together with the date and locality, shall be entered by the Contractor in a suitable triplicate book furnished by him. These entries shall be signed by the above parties. The original sheet shall be submitted to the Engineer and the duplicate copy shall be attached, by the Contractor, to his monthly invoice.

Precaution with regard to other Services

The Contractor shall exercise extreme caution in his work to avoid damage to existing underground services. Certain services may be indicated on the drawings but it is not to be assumed that these are the only services nor that their indicated position is entirely accurate. Such information is given as a guide only and does not negate the above responsibility. All excavation in the vicinity of other services must be undertaken by hand.

Compaction

Particular care shall be taken in compacting pole holes, trenches crossing roads and those crossing or running under or within 1,0m of paved or tarred sidewalks. In trenches, the backfill shall be replaced in 150mm layers and four to six passes with a vibrating pan compactor shall be made per layer. Around poles, a jumping jack shall be used on each 150mm layer. When clay is encountered, the Engineer should be advised and may instruct the Contractor to remove all such excavated material and replace it with more suitable material, which shall then be compacted as above. Where material is too wet for proper compaction, it should be dried out and if too dry, shall be dampened. When rain is likely to occur, all excavated material shall be suitably protected to prevent the necessity for later drying out.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

In the case of road crossings, the excavated base and sub-base material shall be mixed and replaced up to the top level of the original sub-base, New material equal in composition to the original base course shall be supplied, this material being used for the full depth of the base course layer.

The degree of compaction required shall be field densities of 95% in respect of poles and road crossings and 90% in respect of sidewalks, of the Modified AASHO density, as measured by the Sand Replacement Method described in the "Standard Method of Testing Materials" issued by the Division of National Roads, Department of Transport, Private Bag 193, Pretoria. The Engineer will, if the compaction is in doubt, arrange to have it independently tested and should the compaction prove to be below standard, the cost of the test will be debited to the Contractor, who will be required, at his own expense, to open and re-fill the trench or pole hole to obtain the specified compaction value.

In all other areas, backfill shall be replaced in 150mm layers and shall be hand tamped, the remaining material being heaped over the trench for later settlement.

SLEEVES

Sleeves for cables shall be either PVC with single socket joints complying with SABS 791 (heavy duty) or fibre cement complying with SABS 1223 in the case of 50mm and 100mm sleeves (in compliance with SABS 0198: Part VIII) or with SABS 819 for larger sleeves, the sizes being as indicated on the drawings. Sleeves shall be nominal 100mm diameter unless otherwise specified. Pitch fibre sleeves shall NOT be used.

The sleeves shall extend at least 1,0m beyond each side of a road crossing and shall be effectively sealed at the ends. Each sleeve shall be provided with a draw-wire. At least one spare sleeve shall be provided at each crossing.

All sleeves shall be laid in accordance with SABS 1200 (LC) and at a depth of 900mm unless otherwise indicated. The radius of the bends used in the sleeves shall not be less than six times the diameter of the sleeve, and the sleeve not be less than twice the cable diameter unless otherwise specified.

Sleeves shall be laid on a 100mm compacted layer of selected bedding material or, if this is not available, on a 100mm sand bedding. The cover layer shall be hand compacted completely around the sleeves and to a cover of 150mm above the top of them. The sleeves shall be supported along their entire length by the bedding. A further 100mm layer of selected bedding material shall be added and this shall be compacted using four to six passes of a vibration pan compactor.

Thereafter, the trench shall be back-filled and compacted as specified in the sub-Clause "Compaction" elsewhere in this Part.

Both ends of all sleeved crossings shall be marked by means of cable markers as elsewhere specified, labeled "cable sleeve".

The Contractor shall make all necessary arrangements with the appropriate Authorities for closing sidewalks and/or half the roadway at a time, and he shall comply fully with any Statutory requirement applicable and any requirements the Authorities deem necessary.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The surfaces shall be made good to the satisfaction of the authorities and the Engineer, but where tarring or paving is to be laid or re-laid, this shall not be done until the Engineer has given the necessary approval.

Where the HV or main LV cables cross over or pass under other services such as water or drain pipes, they shall be run in sleeves. Where these crossings present a particular hazard to the cable, the Contractor shall draw the attention of the Engineer to any such crossing requiring special attention.

All sleeves for Telkom cables will be 110mm diameter pitch fibre similar to Santar, supplied by the Regional Engineer, unless otherwise specified. These sleeves are to be laid under this Contract and must be kept at a minimum of 0,6m horizontally from and 0,3m vertically above any power cable sleeve. They are to be laid at a depth of 800mm and one end is to be provided with a marker labeled "Telkom".

CABLES

Description

PVC insulated cables for LV shall be to SABS 1507 and shall consist of PVC insulated conductors, PVC bedding, galvanized steel wire armouring and a PVC sheath.

The abbreviation for this type of cable is PVCAS.

Paper insulated cables shall, unless otherwise specified elsewhere in this Specification, be of the screened type suitable for use on an earthed system and complying with SABS 97. They shall be lead sheathed, bedded with two bituminised paper tapes and one layer of fibrous material and preferably armoured with two layers of steel tape or alternatively with a single layer of galvanized steel wires, both served with bituminised fibrous material. Such cables shall comply with Table 19 of SABS 97 and shall be non-draining. They shall have a sheath of lead alloy 'E' and/or be PVC served only if called for elsewhere in this Specification.

The abbreviation for this type of cable is PILCA

Cross-linked polyethylene cables shall be Type A suitable for use on an earthed system and complying with SABS 1339, being individually screened and armoured, unless otherwise called for elsewhere in this specification.

The abbreviation for this type of cable is XLPE

Service cables may be multicore PVC insulated and wire armoured and PVC served (PVCAS), concentric neutral or "Airdac" as specified elsewhere in this Specification.

Concentric neutral cables shall be XLPE insulated complying with SABS 1268. "Airdac" cables shall be XLPE insulated with copper conductors, the phase conductor being contained within a radial band of insulated neutral and bare earth conductors, the whole being XLPE served. All cables are to be installed in compliance with the Manufacturer's recommendations.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

The sizes indicated are for cables with copper conductors unless otherwise specified. For LV systems aluminium conductor cables may be offered as an alternative, if a price advantage can be shown. In such cases both the resistance and current carrying capacity of the aluminium cables offered must compare suitably with the sizes of copper conductor indicated. Where cables offered are other than those specified, Scheduled Rates for the supplying, laying, jointing and termination of the cable shall be entered in "Departures from the Specification". The Contractor will be responsible for advising equipment suppliers of the type of cable termination required if a cable other than that specified is accepted.

Cable Lengths

All scheduled cable lengths are for tendering purposes only and the Contractor shall measure the actual lengths required before ordering.

The length of all cables will be re-measured after installation and the lengths indicated in the Bill Schedule of Quantities will be adjusted accordingly. The Contractor will be paid for the actual lengths measured on site and any allowance for snaking, joints or ends must be incorporated in the unit price.

Handling of Cables

Particular care shall be taken in handling drums of cable. Cable drums shall not be dropped or allowed to roll unchecked. The drums shall, under no circumstances, be rolled in any direction other than that indicated by arrows thereon.

When running cable off a drum it shall be properly and securely mounted so as to rotate without difficulty and the spindle supporting it shall be straight, horizontal, supported at both ends and of adequate strength. Cable shall only be removed from the drum by rotating the drum. The inner end of the cable shall be released before running any cable off the drum.

Care is to be taken to ensure that each length of cable is run off the drum sequentially so that a crossed core situation does not arise at joints.

No cable shall be bent to a radius less than 12 times the overall diameter of the cable, Bending or straightening shall be done slowly. PILCA cable shall not be laid if the temperature falls below 10°C.

Should a cable inadvertently become damaged or the lead sheath or end cap punctured, this fact shall be brought to the notice of the Engineer immediately, who shall decide what further action is to be taken. The Engineer shall also be notified immediately should there be any suspicion of moisture having entered a PILCA or XPLE cable.

Cables fixed to Surface

Where cables enter flush boards from cable sleeves, the sleeve shall turn up to floor level and a duct shall be forced in the wall to accommodate the cable. Care shall be taken to ensure that the bending tolerance of the cable is not exceeded in drawing the cable into the sleeve. The duct shall be of sufficient size to accommodate the cables.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

The edges of the duct are to be lined with timber battens to which a bevel edged metal cover is to be screwed, using countersunk headed screws and cup washers.

Wherever cable saddles or any other items are to be fixed to structural components, the use of dry plugs of wood will not be permitted. 'Rawl plugs' or other plugs to approval only shall be used.

Surface mounted cable protection pipes shall be galvanized and shall be fixed with saddles of 32mm x 3mm galvanized strap bolted to the wall using bolts grouted in, 'Rawlbolts' or similar. All cables rising on the outside of buildings or on poles shall be protected by such pipes to a height of 2,0m above ground level. Where a cable is installed fixed to a pole, it shall be attached to the pole using stainless steel "Bandit" strap or equal. Care shall be taken to ensure that the straps are tightened correctly and that they do not distort or indent the cable sheath.

Cables in Sleeves

Cables shall pass in and out of buildings and under roadways and pavements in sleeves. In addition, where cables cross or run along a boundary between two plots, these cables shall, where called for, be installed in sleeves. All sleeves shall be installed in accordance with the Clause "Sleeves" elsewhere in this Part.

Cables laid in Trenches

HV cables shall generally be laid 800mm and LV cables at 500mm below ground level. Where two HV cables are run in the same trench, they shall be laid a minimum of 300mm apart with separate cable slabs over each cable. Where HV and LV cables are laid in the same trench, the HV cable shall be located on the road side and the LV cables on the plot side of the trench. A horizontal distance of not less than 400mm shall be maintained between the cables of different

voltage groups. Where a number of LV cables are run in the same trench, they shall be laid with a minimum separation of 100mm. This applies to feeder cables only and not street lighting and service cables which shall be only 25mm apart. Cables shall not cross each other.

Where cables run across even parallel to lateral boundaries, they shall be located 1,0m from the boundary at a depth of 1,0m. If so specified they shall be run in sleeves, otherwise both HV and LV cables shall be protected by cable slabs and a PVC sheet marker laid 300mm, above them.

The trench bottom shall be cleared of all sharp or protruding stones. The trench is then to be refilled with 150mm of soft material and compacted. A further layer of soft material shall be installed after the cables are laid to provide 200mm cover for the cable when compacted.

Protective cable slabs a minimum of 50mm thick x 230mm wide shall then be laid in the case of HV cables, and PVC sheet cable marker strip 450mm wide with indelibly printed warnings every 150mm along its length, in the case of LV cables. In cases where HV and LV cables run in the same trench, 100mm of soft bedding for the LV cables shall be situated above the protective cable slabs. Where LV service cables or street



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

lighting cables only are installed, a clean trench bottom and soft material back-fill only is required, and no PVC sheet marker.

The soft material described above may be either sand or back-fill material sifted through a 3,0mm mesh grid. Where the bottom of the trench consists of only soft sandy material, the bedding underneath the cable shall be omitted and the cable shall be laid on the trench bottom at the correct depth. Permission must be obtained from the Clerk of Works or the Engineer for the cable bedding to be omitted in such instances. Where sand has to be brought to site, the quantity must be measured and confirmed by the Engineer or Clerk of Works.

The balance of the trench is to be back-filled with excavated material from which all stones, etc. greater than 100mm in size have been extracted. All such extracted material is to be removed from site.

Cable route markers shall be provided for all HV and main LV feeder cables at road, culvert and Telkom cable crossings, at all changes of direction, at joints and at intervals not exceeding 60 metres along the straight. Cable route markers shall comprise concrete blocks in the shape of truncated pyramids 300mm high, 150mm x 150mm at the top and 225mm x 225mm at the base. An aluminium plate 3,0mm thick minimum, with four rods 75mm minimum welded to it on the underside, shall be cast into the top of the concrete block, and the plate shall have stamped on it the cable data and direction arrows, and at a crossing, the crossing shall be indicated.

The cable route markers shall be placed over the cable, in the trench way, and shall protrude 25mm above the finished ground level but not where they are likely to cause an obstruction or be in the way of moving traffic. Joint markers shall indicate as such. The Contractor shall ensure that the ground under and around the cable marker is properly compacted.

LV Cable Terminations

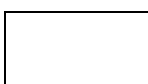
PVCAS cables shall be made off using adjustable mechanical glands. Care shall be taken to ensure that armour wires are correctly seated in the gland and that all parts are properly tightened. Outdoors, in damp situations and in all minisubs and kiosks, neoprene waterproofing shrouds are to be fitted over all glands.

Where cable connections from minisubs and kiosks to consumers and street lighting are excluded from this Contract, the Contractor shall, nevertheless, ensure that sufficient space is left on the gland plate for the future cables.

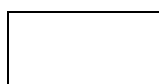
Wherever PVCAS cables are terminated to overhead lines a suitable moulded heat shrinkable glove to effect a watertight seal at the crotch shall be used, in accordance with the manufacturer's instructions. Alternatively, a PVC cable cap may be used.

Erection of Poles

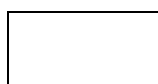
Poles shall be planted in the positions indicated on the drawings. They shall be planted absolutely plumb with the outreach at right angles to the carriageway edge, where applicable.



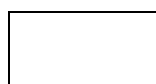
Contractor



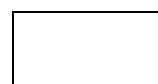
Witness 1



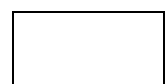
Witness 2



Employer



Witness 1



Witness 2

Should any pole position coincide with trees, building canopies, driveway entrances, overhead conductors or other obstacles, an alternative position is to be confirmed with the Engineer before excavation of the pole hole.

Where poles line a road they shall be carefully aligned with each other to form straight lines or smooth curves generally following the alignment of the associated roads. The planting depth shall be carefully controlled to ensure that all luminaries will be at the same height above the level of the carriageway.

Care shall be taken when backfilling around the pole to ensure that compaction is even all around the pole and is to the requirements specified in the sub-Clause "Compaction" elsewhere in this Part. Where poles are to be planted in fill material, on ramps, etc., one pocket of dry cement shall be mixed with the backfill material before commencing backfilling and compaction. Subject to the prior approval of the Engineer, this technique shall also be applied wherever it is considered necessary to stabilise the pole due to unsuitable soils, etc. Where the Contractor feels that this situation exists, he must advise the Engineer immediately and obtain a decision.

Electrical Connections

No cable glands or gland plates are required for the termination of PVCAS cables in site lighting poles. The cable shall be brought up to a convenient position adjacent to the lower section of the access opening. The outer PVC sheath shall be stripped back and the steel wire armouring pulled away from around the cables, twisted into compact tails and bonded together by means of an adequately sized line tap.

A separate earth conductor shall be taken from this line tap to the earth stud in the pole base compartment. Phase and neutral conductors shall be jointed using shrouded line taps and the cables neatly secured to the bottom of the hardwood fixing block by means of saddles.

Unless otherwise specified elsewhere in this Specification, the phase conductor to the luminaire control gear shall be protected by a CBI type "STI", 20A streetlight MCB attached to the hardwood block.

Where luminaire control gear is to be mounted in the pole base compartment, it shall be firmly secured to the hardwood block above the MCB. The earth stud on the control gear housing shall be connected to the earth stud in the pole base compartment.

Phase and neutral conductors between the pole base and luminaries shall be 1,5mm² PVC insulated for luminaries up to 400W and 2,5mm² PVC insulated above this rating.

The phase to which each luminaire is to be connected may be indicated on the drawings. It is essential that this arrangement is strictly adhered to.

Completion and Testing

Immediately after completion of the installation, the site lighting system shall be switched on and lamps allowed to stabilise for at least one hour. Any faulty lamps shall be replaced. The voltage at each luminaire shall be measured and toppings on the ballasts set accordingly.

123

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Guarantees and Maintenance

The installation shall be guaranteed and maintenance carded out in accordance with the requirements detailed elsewhere in this Specification except that, where no other defects or maintenance procedures requiring the Contractor's attention exist, the installation of replacement lamps supplied by the Contractor will be carried out by the Employer's maintenance personnel, unless otherwise specified elsewhere herein. Under no circumstances is any spare equipment or lamps elsewhere specified to be used for replacement during the foregoing period.

LABELS AND NOTICES

The Contractor shall arrange for the labelling of all equipment, instruments, meters, relays, cables, etc., as indicated below.

Where identical items of equipment can be removed from their housings, e.g. circuit breaker carriages, plug-in relays etc., both the fixed and with drawable portions are to be labelled identically.

All labels shall be ivory or other back engraved white on black labels of the sizes indicated. They are to be located in purpose made holders or otherwise are to be screwed or riveted into position. "Dymo" tape or similar labels will not be accepted nor will labels which are glued in position only.

Labels on poles shall comprise an aluminium plate with the designated number. These labels shall be nailed to the pole 1,5m above ground level. Nails shall be electro-galvanized clout nails.

Prior to any equipment being labelled, the Contractor shall request the Engineer to provide a complete labelling schedule for all items of equipment. Under no circumstances is equipment to be labelled in accordance with the tender drawings since any description thereon is for identification purposes during construction only and is unlikely to apply to the completed Works.

The following list indicates the general labelling requirements but does not limit the extent of labelling required, which shall encompass the full extent of the equipment supplied, or in the case of existing equipment, any such which is affected by this Contract.

50mm high lettering: -

Substation and minisub designation.

Outdoor switchgear designation.

Transformer designation.

Distribution kiosk and fused feeder panel designation.

20mm high lettering: -



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

Main or sub-main board designation.
Control panel designation.
Indoor switchgear designation.

10mm high lettering: -

Individual switches on switchgear.
Cubicles.
Sub-distribution board designation.
Poles for OH lines.

5mm high lettering: -

Minisub feeder breakers and isolators.
Distribution kiosk feeder breakers and isolators.
General distribution switchgear.
Meters, instruments and relays.
Multiplying factors.

INSPECTION, TESTING AND COMMISSIONING

The Engineer shall have access at all reasonable times to such parts of the Works or the Contractor's premises or the premises of the manufacturer of component parts; as may be necessary for the purpose of inspecting, examining and testing the materials, workmanship and performance of any plant or equipment specified for the Works.

The Contractor shall ensure that all equipment such as switchboards, transformers, minisubs, kiosks, etc., are inspected and tested at the manufacturer's premises, in the presence of the Engineer.

All wiring is to be subjected to a test voltage of 2kV for one minute without insulation failure. A Megger test is to be applied with a 500v instrument immediately thereafter to prove the insulation resistance better than 20 megohms. All meters are to be injection tested to ensure correct operation. All control circuits including motor overloads, relays, etc., are to be operated to ensure the correct functioning of the entire control system.

All equipment necessary to enable the tests to be carried out shall be provided and shall include, inter alia:

Phase rotation meter	500A primary injection test set
Avometer	25A secondary injection test set
500V	2kV DC test set

After completion of manufacture, the following test certificates, signed by the Contractor and the firm executing the tests, shall be provided in duplicate:

125

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Transformer test certificate to SABS.

Test certificate stating that all LY switchboards and control boards have been inspected and their wiring subjected to 2000V DC for 1 minute.

Test certificate stating that all HV switchboards have been inspected and their internal wiring subjected to 2000V DC for 1 minute and HV components to the appropriate voltage as laid down in the applicable SABS or BS Specification.

Any other test certificate for routine tests as laid down in relevant SABS or BS Specification or Codes of Practice applicable to the item in question.

Test certificate in respect of any special tests called for elsewhere herein.

The Contractor shall arrange for any Statutory Government and/or Supply Authority inspection of the installation prior to testing and final commissioning by the Engineer.

On completion of the entire installation or any particular section thereof, as may be decided by the Engineer, commissioning shall be carried out by the Contractor, and any tests the Engineer deems necessary shall be conducted. The Contractor shall supply all equipment necessary for the testing and commissioning procedures.

Prior to commissioning of any transformer, the oil shall be tested and, if necessary, shall be dried out by the Contractor. Should this be necessary, the Engineer must be advised that it is suspected the transformer is damp before any work is undertaken. Transformer wheels shall be solidly chocked. No transformer shall be commissioned without the consent of the Engineer.

During commissioning, all tap change switches are to be correctly set and locked. All wedges and packing in switches and relays shall be removed and each switch and each relay circuit operated.

All protection and small wiring shall be tested with a 500V megger and injection currents passed through the secondary's of every circuit to check the proper operation of relays, instruments and protection.

The Contractor shall supply all equipment necessary for the testing and commissioning procedure. The test equipment required at Site shall include, inter alia:

Phase rotation meter
Suitable cable test set

11 000V phasing sticks
500V megger
Signature of te5000V megger Avometer

Earth resistance test set
25A secondary injection test set



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

After completion of the commissioning tests the Contractor shall provide duplicate test certificates relating to cable tests, current injection tests of all instruments, meters and relays and results of earth mat tests.

The Contractor shall give the Engineer at least 14 days notice of the date of any testing or commissioning so that he may be present if he so wishes. Where the Engineer does not himself, or through his representative, attend to witness the tests, then the Contractor may proceed with the test, duly forwarding to the Engineer certified copies of the results obtained. In such cases, the test shall be deemed to have been made in the presence of the Engineer.

In the event of the equipment or installation not passing the tests, the Employer shall be at liberty to deduct from the Contract Price, all reasonable expense incurred by him or by the Engineer in repeating the tests.

COMPLETION OF WORKS

Before completion of the Contract any damage which may have been done in the process of the installation shall be repaired and made good, trench or excavation work shall be left in a clean and tidy state and all accumulated debris shall be removed from the Site by the Contractor, to the satisfaction of the Employer and Engineer.

All defects found are to be rectified within one month of written notice of such defects. A penultimate certificate reducing the retention amount to that stated elsewhere in this Specification will only be issued upon submission of As Built Drawings and Operating Manuals as called for elsewhere herein, after completion of all notified defects, and once all test certificates called for in the Clause "Inspection, Testing and Commissioning" elsewhere in this Part have been submitted and accepted by the Engineer.

An appropriate Certificate shall acknowledge practical completion of the Works and the commencement of the period during which the Contractor will be responsible for any defects that may become apparent, and of Maintenance as detailed under the Clause "Maintenance" in Section A of this Part, where applicable.

The Contract will not be deemed to be finally complete until the Engineer's final payment certificate is issued.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

PROJECT SPECIFICATION

GENERAL

This Project Specification must not be read in isolation, due to the fact that cross reference is given to SECTION 3 - General Technical Specification for the Electrical/Electronic Works.

This part of the specification shall have preference to any other part of the specification.

The General Technical Specification is generally applicable, but is over ridden by any particular or electrical specification applicable on a specific piece of equipment.

MEASUREMENT OF ELECTRICAL/ELECTRONIC EQUIPMENT

The unit of measurement for the individual items of electrical/Electronic equipment shall be as specified in the detail specification of each item.

The different items shall generally be included in the Schedule of Quantities for different stages of the Contract, viz:

- Detailed Design, planning and Drawings
- Manufacture, Supply and Delivery on Site
- Erection, installation, site testing and Commissioning
- Maintenance

PAYMENT FOR DETAILED DESIGN, PLANNING AND DRAWINGS

This item shall be applicable to all sections.

When an item to be supplied does not require any detail design, planning or drawings, this clause will fall away.

The tendered rate shall cover all costs of detail design, planning and drawings as specified Electrical/Electronic Equipment and may not exceed 15% of the total amount tendered for all items of a specific item of electrical equipment.

In respect of the amount tendered against the relevant items of the priced Schedule of Quantities, payment will be made as follows:

- (a) 90% (ninety percent) of the amount tendered against each item when the detailed drawings and design details have been delivered to and approved by the Engineer;
- (b) 10% (ten percent) of the amount tendered against each item when the Certificate of completion is issued; and
- (c) 10% (ten percent) Retention Money will be withheld on the above and will be paid out as specified in the Conditions of Contract.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

PAYMENT FOR THE MANUFACTURE, SUPPLY AND DELIVERY ON SITE AT POINT OF INSTALLATION

This item shall be applicable to all sections.

The tendered rate shall cover the cost of manufacture, procurement, supply, loading, offloading, carnage in the place of manufacture and on site, transport storage and delivery on the site, including all costs for labour, plant, equipment, tools, consumables attendance, overheads, profit and all other costs to execute all the work as specified in the particular

Specification PE: Electrical I Electronic Equipment.

In respect of all amounts tendered against the relevant items of the priced Schedule of Quantities, payment will be made as follows:

- (a) 90% (ninety percent) of the amount tendered against each item when the equipment and materials under each item have been delivered to the site, including copies in triplicate of Packing lists, Shipping Documents as referred to in the Special Conditions of Contract and Consignment Notes, railing or transport specifications all to the satisfaction of the Engineer;
- (b) 10% (ten percent) of the amount tendered against each item when the Certificate of Completion is issued; and
- (c) 10% (ten percent) Retention Money will be withheld on the above and will be paid out as Specified in the Conditions of Contract.

PAYMENT FOR THE ERECTION, INSTALLATION, TESTING ON SITE AND COMMISSIONING

This item shall be applicable to all sections.

The tendered rate shall cover the costs of loading, offloading, storage on site, transport on site, hoisting, erection, installation, painting, grouting, liaison, testing on site, commissioning and production of both the raft and final Operation and Maintenance manuals, as well as maintenance, if no separate item is scheduled, including all cost as for labour, plant, equipment, tools, consumables, attendance, overheads, profit, additional site visits and all other costs to execute all the work as specified in Particular Specification PE : Electrical Equipment. The tendered rate shall not be less than 20% of the total amount tendered for all the items of a specific piece of electrical/electronic equipment.

In respect of the amounts tendered against the relevant items of the priced Schedule of Quantities, payment will be made as follows:

- (a) in respect of the amounts tendered against each item in accordance with the progress of the work on a pro rata basis of the value of the work carried out to the total value of the work in completion of such other basis as the Engineer may determine up to a maximum of ninety (90) per cent of the amount tendered against each item on completion of Site testing;
- (b) ten (10) percent of the total amount tendered against each item when the Certificate of Completion is issued; and

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

(c) ten (10) percent Retention Money will be withheld on the above and will be paid out as specified in the Conditions of Contract.

PAYMENT FOR MAINTENANCE

This item will not be applicable to all Sections, but only where itemised in the Schedule of Quantities.

The tendered rate shall cover the cost of all site visits, liaison, labour, plant equipment, tools, consumables, spares (if breakdown is not due to incorrect operation by the personnel of the Employer), attendance, overheads, profit and all other costs to execute the maintenance over the full maintenance Period.

If Maintenance is not itemised separately, the cost of maintenance shall be deemed to be included in the rates for the other items.

PAYMENT FOR SPARES

The essential spares to be supplied by the Contractor, shall be listed and priced in the relevant information sheets for Electrical Equipment. The amount tendered for spares shall not be transferred from the Information Sheets to the relevant items in the schedule of Quantities, but the amount will be taken into consideration in the evaluation of Tenders received.

The tendered price shall include packing, insurance, ect. and delivery to site. The price shall also include for adequate packing for permanent storage and protection or for suitable cabinets, as specified, as well as the placing and fixing in position in the appropriate permanent position on Site. The number of cabinets to be supplied by the contractor shall be included in the list of spares.

Payment for spares supplied under this Contract, if so ordered by the Engineer, will be in full on collection of the supply delivery and packing thereof and the complete installation of the cabinets, as specified. The Contract Amount for spares will not contribute to the Retention Money as specified in the Conditions of Contract.

PAYMENT FOR SPECIAL TOOLS

The special tools to be supplied by the Contractor, shall be listed and priced in the relevant Information Sheets I for Electrical/Electronic Equipment. The amounts Tendered for tools shall not be transferred from the information Sheet to the relevant items in the Schedule of Quantities.

The tendered price shall include packing, insurance, etc. and delivery on Site. Tool racks and cabinets to be provided as specified for permanent storage of the tools shall also be listed and priced . The prices for the racks and cabinets shall include packing, insurance and delivery on Site as well as placing and fixing the same (with tools) in position in the appropriate permanent position on Site. In the case of specialised tools, the tendered price shall also include the cost of training the operation and maintenance staff in the use thereof.

Payment for tools supplied under this contract, if so ordered by the Engineer will be in full on completion of the supply delivery and packing thereof and the complete installation of racks and cabinets (with tools) to

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

the satisfaction of the Engineer. The contract amount for tools will not contribute on the Retention Money, as specified in the Conditions of Contract.

EXTENDED GUARANTEE

Scope

This specification covers the rules to be applied on a contractor that wishes to extend his normal 12 month guarantee period to 60 months.

Application

Contractors believing in their products or their services rendered are often prepared to guarantee their products for periods of up to 5 years. Quality products are more expensive so manufacture but have reduced maintenance costs. In normal tendering procedures the item with the lowest capital cost are often preferred immaterial of the longer, more Reliable, service life span of the more expensive product. It is the intention of this specification to level the playing field between better, more durable products, and cheaper less reliable products.

As indicated before, contractors may extend their guarantees but the following rules will applied during the evaluation process :

The normal supply, install and 12 month guarantee period price has to be quoted on each item;
The cost of the extended guarantee has to be quoted as a separate item;

The contractor must be prepared to accept any of the two tendered rates quoted above - i.e

- the quoted price for a guarantee period of 12 months ; or
- the quoted price for a guarantee period of 60 months.

Please note, it is not a requirement to quote on a 60 month guarantee period .

If the contractor is awarded the tender on a 60 month guarantee period the following will also be applicable:

- The client will not take any responsibility to maintain the piece of equipment. The contractor will maintain the supplied plant throughout its guarantee period;
- The contractor will ensure that the said plant is adequately electrically protected to ensure that the client cannot be accused of not operating the plant properly and that caused a machine to fail;
- Acts of God and vandalism will not be guaranteed by the contractor;
- The contractor will be paid for the extended guarantee .

MEASUREMENT AND PAYMENT

The contractor will quote on his product on a normal 12 month guarantee plus an additional amount to guarantee his product for a total of 60 months. A per the conditions of contract the contractor will be paid

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

95% of all monies due to him on the date when the plant is commission and the 5% retention will be released 12 months later.

If the client accepts the extended guarantee, the higher amount will be paid out as described above, but the contractor will provide to the client 4 bank guarantees. Each guarantee will be for an amount of 25% of the tendered extended guarantee. The sequence of payments will then be as follows:

- At retention release of 10% to 5% as specified in the contract (time "O") the contractor will provide to the client 4 equal bank guarantees as described above.
- At the end of the retention period (12 months) the client will release the last 5% retention money and retain the 4 bank guarantees;
- At the end of 36 months the client will release a second bank guarantee;
- At the end of 48 months the client will release the third bank guarantee; and
- At the end of 60 months the final guarantee will be released.

Should the guaranteed plant fail and the contractor does not rectify the situation within 7 days, the client reserves the right to call upon the guarantees to pay for the maintenance to be done. Please note that the client will not maintain any of the guaranteed plant at any stage.

SPECIFICATION AND DRAWINGS

General

The specification and drawings generally show the character and extent of the proposed work, and shall not be held as showing every minute detail of the work to be executed.

Tenderers must ensure that their copy of the specification is complete and that all drawings as listed, have been received.

Any discrepancy must immediately be brought to the attention of the Consulting Engineer.

Contract Drawings

The layout and extent of the electrical- I electronic installation are shown on the drawings that form part of this document.

The positions of all power-, light- and switch outlets or routes that other services may affect, must be confirmed by the Electrical- I Electronic Contractor with the Consulting Engineer before placing such outlets.

As-built drawings

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The Electrical- I Electronic Contractor shall at the completion of the contract supply a complete set of as-built drawings.

EPWP labour intensive specification

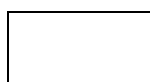
C3.4.3.1 Labour intensive competencies of supervisory and management staff

Contractors having a CIDB contractor grading designation of 4CE 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.

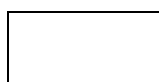
The managing principal of the contractor, namely, a sole proprietor, the senior partner, the managing director or managing member of a close corporation, as relevant, having a contractor grading designation of 4EP shall have personally completed, or for the period 1 April 2004 to 30 June 2006 be registered 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

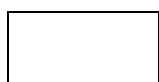
Personnel	NQF level	Unit standard titles	Skills programme description
Team leader / supervisor	2	Apply Labour Intensive Construction Systems and Techniques to Work Activities	This unit standard must be completed, and
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Stormwater 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



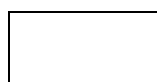
Contractor



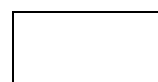
Witness 1



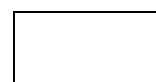
Witness 2



Employer



Witness 1



Witness 2

C3.4.3.2 Employment of unskilled and semi-skilled workers in labour-intensive works

C3.4.3.2.1 Requirements for the sourcing and engagement of labour

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.
2. The rate of pay set for the EPWP obtained from the Municipality for the use of local labour is set at a minimum of R 165.00 per day.
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. 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 C3.4.3.2.1.3.
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 has 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
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.

C3.4.3.3 Specific provisions pertaining to SANS 1914-5

1. Definitions

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

2. Contract participation goals

- Is no specified contract participation goal for the contract. The contract participation goal shall be measured in the performance of the contract to enable the employment provided to targeted labour to be quantified.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 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.

C3.4.3.4 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.

C3.4.3.5 Variations to SANS 1914-5

1. 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.

2. 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.

C3.4.3.6 Training of targeted labour

1. 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.

2. 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.

3. 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. 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.

5. The contractor shall do nothing to dissuade targeted labour from participating in training programmes.

6. 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 C3.4.3.6.2 above.

7. Proof of compliance with the requirements of items above must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

VARIATIONS AND ADDITIONS TO STANDARD SPECIFICATIONS

SANS 1200 A: GENERAL

PSA 1 QUALITY OF MATERIALS (Sub clause 3.1)

Add the following:

All materials used in this Contract shall bear the official SANS mark where applicable.
All materials shall be new and of the best quality available unless otherwise specified.

PSA 2 CONTRACTOR'S OFFICES, STORES AND SERVICES (Clause 4.2)

Add the following to the provisions of Clause 4.2.

- a) The location of the Contractor's offices, stores and services on site shall be subject to approval by the Engineer.
- b) The Contractor's office is to include a facility with furniture suitable for the use during site meetings, accommodating 8 persons.
- c) The Contractor's designated site agent shall be in possession of a cellular telephone.

No additional payment is made for this service, and shall be deemed to be included in the preliminary and general.

PSA 3 SETTING OUT OF THE WORKS (Clause 5.1.1)

Substitute the first sentence of Clause 5.1.1 with the following. The engineer will provide information for setting out of the works.

Add the following:

Setting out the Works will not be measured and paid for directly, and compensation for the works involved in setting out shall be deemed to be covered by the rates and prices tendered and paid for in the various items of works included under this Contract.

PSA 4 WATCHING, BARRICADING, LIGHTING AND TRAFFIC CROSSINGS (Clause 5.2)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The Contractor shall make adequate provision for the supply of temporary warning signs, barriers drums etc to the satisfaction of the Engineer for the entire duration of the contract. Road and traffic signs shall comply with the requirements of the "South African Road Traffic Manual".

PSA 5 LOCATION AND PROTECTION OF EXISTING SERVICES (Clause 5.4)

Add the following provisions of Clause 5.4.1

PSA 5.1 Location of existing services

Before underground or excavation work is carried out, the Contractor shall ascertain the presence and position of all services likely to be damaged or interfered with by his activities. He shall obtain up-to-date plans from the Engineer for this purpose, showing the position of services in the area where he intends to work.

As services can often not be reliably located from such plans, the Contractor shall determine the exact position of such services by means of suitable detecting equipment and afterwards by careful hand excavation where necessary in order to expose the services at the positions of possible interference by his activities. This procedure shall also be followed in respect of services not shown on the plans but believed to be present.

All such services, the positions of which have been located at the critical points, shall be designated as "known" services and their positions shall be indicated on a separate set of Drawings, a copy of which shall be furnished to the Engineer.

While he is occupying the Site, the Contractor shall be liable for all damage caused by him to known services as well as for consequential damage, whether caused directly by his operations or by the lack of proper protection.

PSA 6 ACCOMMODATION OF TRAFFIC (New clause 5.9)

Temporary traffic signs shall be erected at all diversions.

The number and layout of the traffic signs shall comply with the Site Manual entitled "Safety at Roadwork's in Urban Areas", as published by the Department of Transport.

Traffic signs shall have a yellow background with either a red / black border.

PSA 7 TOLERANCES

PSA 7.1 General (New subclause 6.4)

No guarantee is given that the full specified tolerance will be available independently of each other, and the Contractor is cautioned that the liberal or full use of any one or more of the tolerances may deprive him of the full or any use of tolerances relating to other aspects of the work.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

Except where the contrary is specified or then clearly not applicable all quantities for measurement and payment shall be determined from the “authorised” dimensions. These are specified dimensions or those shown on the Drawings or, if changed, as finally prescribed by the Engineers, without any allowances for the specified tolerances.

Except if otherwise specified, all measurements for determining quantities for payment will be based on the “authorised” dimensions.

If the work is therefore constructed in accordance with the “authorised” dimensions plus or minus the tolerances allowed, quantities will be based on the “authorised dimensions regardless of the actual dimensions to which the work has been constructed.

When the work is not constructed in accordance with the “authorised” dimensions plus or minus the tolerances allowed, the Engineers may nevertheless, at his sole discretion, accept the work for payment. In such cases no payment shall be made for quantities of work or material in excess of those calculated for the “authorised” dimensions, and where the actual dimensions are less than the “authorised” dimensions minus the tolerance allowed quantities for payment shall be based on the actual dimensions as constructed.

SANS 1200 A: PRELIMINARY AND GENERAL

PSA 3.1 Quality of Samples

All materials used shall be suitable for the purposes for which they are intended. Materials shall comply with the requirements of the South African Bureau of Standards, where such standards are available.

PSA 5 CONSTRUCTION

PSA 5.1 Setting out of the work and protection of beacons (Sub-clause 5.1)

The Contractor shall be responsible for the true and proper setting out of the Works from the basic control points shown on the Drawings or indicated by the Employer’s Agent Representative on site and shall ensure the correct location of the Works in relation to such points. The Contractor has to ascertain himself of the correctness of the pegs and benchmarks in the field. Any discrepancy shall be immediately reported to the Employer’s Agent Any costs arising from failure to do so, shall be the responsibility of the Contractor. The Employer’s Agent may alter any part of the works to suit local conditions if necessary. No claim for incorrect setting out will be considered. Clause PS 10.6 shall also apply.

PSA 5.1.1 Services (Sub-clause 5.2)

All excavations to expose existing known services shall be excavated by hand in all materials by the contractor. Any existing service in the road reserve or municipal servitude that is damaged as a result of negligence by the contractor will be repaired by the contractor to the satisfaction of the Employer’s Agent at his own cost. Clause PS 10.1 shall also apply.

PSA 5.2 Watching Barricading, lighting and traffic crossings, (Clause 5.2)

All open excavations shall be properly demarcated with reflective tape, barricading and any other requirements that the Local Authority has.

PSA 5.3 Protection of Structures (Clause 5.3)

The contractor must contact house owners at least two weeks prior to working in close proximity to existing buildings and to inspect buildings before and after work had been completed. Clause PS 10.2 shall also apply.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

PSA 5.7 Safety

Add the following:

1. The Contractor shall at all times observe adequate safety precautions on Site to ensure the safety of his own staff as well as that of the public and other persons engaged in or about the Works. In this respect he shall observe all laws, ordinances and regulations pertaining to his work.
2. The Contractor's attention is specifically drawn to the following Acts, and particularly to the relevant regulations under each Act, copies of which shall at all times be kept by him on the Site:
 - The Factories, Machinery and Building Work Act (Act 22 of 1941)
 - The Explosives Act (Act 26 of 1956)
 - The Mines and Works Act (Act 27 of 1956)
 - The Occupational Health and Safety Act (Act 85 of 1993)
3. The Contractor is also required to comply with the safety precautions set out in the following publications, copies of which shall also be kept by him on the Site:
 - i. The Code of Practice relating to the safety of men in civil engineering inspection pits and small –diameter vertical shafts. (Transactions of the South African Institution of Civil Engineers, Vol. 2, No. 11, November 1960, obtaining from the Secretary, S.A. Institution of Civil Engineers, PO Box 93495, Yeoville, 2143).
4. The Contractor shall provide suitable and safe access by way of ladders, gangways, etc. to all parts of the Works as may be required for construction purposes or for inspection by the Employer's Agent or the authorised Inspectors in terms of the above-mentioned Acts.
5. All precautions shall be taken to protect workmen against falling material and/or objects and other dangers whilst they are carrying out their duties. Trenches shall in every way be made and kept safe for persons working therein.
6. All persons working, inspecting or supervising in places where falling material and/or objects could be encountered shall be provided by the Contractor with hard hats of a type approved by the Inspector of Mines, the use of which shall be strictly enforced.
7. The Contractor shall provide a properly equipped first-aid box, which shall be accessible at all times.
8. Where adequate safety precautions are not being observed, the Employer's Agent may order the Contractor to comply with minimum safety requirements at the latter's expense. Compliance with such order will not absolve the Contractor from any of his responsibilities and obligations under the Contract.
9. The Contractor shall display on a prominent place the following emergency information:
 - i. Local Police: Telephone number
 - ii. Local Ambulance: Telephone number
 - iii. Local Fire Brigade: Telephone number
 - iv. Nearest Doctor
 - v. Name
 - vi. Telephone number (office hours)
 - vii. Telephone number (after hours)
 - viii. Consulting room street address
10. The Contractor shall furthermore comply with the requirements of the "Safety Instructions" contained at the end of this Document. (See Schedule 13)

PSA 6.2 Degree of accuracy (Sub-clause 6.2)

Degree of Accuracy shall apply to all components of the Works except where otherwise specified in the Schedule of Quantities and/or Drawings and provided that the minimum permissible deviation given for an element will prevail where more than one deviation can be interpreted in Clause 6.2.3(d).

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PSA 7 Testing (Sub-clause 7)

The onus rests on the Contractor to produce work, which conforms in quality and accuracy of detail to the requirements of the Specifications and Drawings and the Contractor must at his own expense, institute a quality control system and provide experienced engineers, foremen, surveyors, materials technicians and other technical staff, together with all instruments and equipment, to ensure adequate supervision and positive control of the works.

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

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

The Contractor shall submit to the Employer's Agent the results of all relevant tests, measurements and levels indicating compliance with the specifications on completion of every part of the work for examination.

Should the results of any of these tests fall below the required standards as specified in the specifications, the cost of any additional tests required by the Employer's Agent will be to the account of the Contractor.

PSA 7.2 Laboratory (Sub-clause 5.2)

A Laboratory for the use of the Employer's Agent Representative is not required on site. A commercial laboratory approved by the Employer's Agent and appointed by the Contractor shall do all acceptance control tests required in terms of the Contract. All tests must be done according to the tests prescribed in the SANS 1200 under the relevant sections.

PSA 7.4 Statistical analysis of control tests (Sub-Clause 7.4)

Statistical control methods will not be applied under this contract.

PSA 8 MEASUREMENT AND PAYMENT

PSA 8.2.1 Fixed-Charge and Value-Related Items (Sub-clauses 8.2.1. and 8.3)

The tendered sums for the fixed-charge and value related items in the P&G Section of the Schedule of Quantities shall not be subject to any variation if the actual value of the work done exceeds or falls short of the accepted tendered amount within the limit stated in Clause 6.3 of the General Conditions of Contract 2015, or if extension of time for the completion of the works is granted.

Payment for fixed-charged and value-related items will be done in three separate payments as follow:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

40% of total cost after the Contractor has stabilised and equipped the site office and after the Employer's Agent is satisfied that a substantial start of the actual construction work has been made;

40% of total cost after 50% of the actual work (excluding material on site) has been completed and approved by the Employer's Agent;

20% of total cost on issue of practical completion certificate by Employer's Agent, according to the guidelines of the GCC.

PSA 8.2.2 Time-Related Items

The tendered amount for a time-related item will be increased if an extension of time for the completion of the works is awarded on the condition that the activity related to the item tendered for must be sustained during the extended period.

The ratio between the increased amount for a time-related item and the tendered amount must be the same as the ratio between the extension of the time period for the completion of the work and the original time period allowed for completion of the works.

If the works is completed before the end of the original time period allowed for completion of the works, the tendered amount of a time related item that is influenced by the earlier completion would be reduced similarly.

PSA 8.2.2.1 Standing time costs due to riot, etc. for the Contractor's total operation.

The unit for measurement shall be a working day, and a working week shall be held to consist of five working days and a working day of 9 hours, unless otherwise agreed upon. The sum per working day tendered under this time-related item shall represent that part of the Contractor's costs for standing time of whatever nature.

This payment item will only be applicable to delays in the execution of the Works and additional costs which in the opinion of the Employer's Agent are incurred as a result of riot, commotion, politically motivated sabotage and acts of terrorism, or disorder outside the control of the Contractor.

The provision of this clause shall in no way prejudice the right of the Employer or the Contractor to terminate the Contract under the provisions of Clause 9 of the GCC (2015).

PSA 8.3.2.1 Facilities for Employer's Agent

The Contractor to provide one furnished site office for the use of the Employer's Agent and his representative sage to the requirements of SANS 1200 AB 3.2 or similar approved. A monthly time-related provisional sum has been included in the Schedule of Quantities to cover the rental costs of accommodation for the Employer's Agent Representative. These amounts shall be payable by the Contractor to the Employer's Agent according to the provisional sums allowed and upon receipt of a tax invoice for such amounts.

The Contractor shall provide and maintain one carport with waterproof roofing for the duration of the Contract for the use of the Employer's Agent. The floor shall consist of crushed aggregate to alleviate dusty and muddy conditions or similar approved.

a) Cellular Telephone

No cellular telephone has to be provided for the Employer's Agent Representative for the duration of the



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

contract. Measurement and payment shall only be made for the relevant time related item.

b) Name Board

Number of name boards as per Bill of Quantity will be ordered by the Contractor according to the Employer's Agent's specifications, complete with dimensions, wording and specifications as prescribed, within one month from the commencement date. The Contractor shall be responsible to transport the name board to site and to erect it at the indicated position on suitable supporting posts. The Contractor shall remove the name board completely from site after construction is completed before the last payment certificate shall be approved.

PSA 8.4.2 Operation and Maintenance of facilities on site for the duration of construction, except where otherwise stated

The tendered sums for the fixed-charge and value related items in the P&G Section of the Schedule of Quantities would not be subject to any variation if the actual value of the work done exceeds or falls short of the accepted tendered amount within the limit stated in Clause 6.11 of the General Conditions of Contract (2010).

PSA 8.4.2.1 Facilities for Employer's Agent (Time Related Items)

a) Cellular Telephone

No cellular telephone has to be provided for the duration of the contract. However, the contractor is responsible for costs up to R900.00/month all-inclusive.

b) Name boards

Name boards shall be maintained for the duration of the Contract.

c) Survey Assistants and Materials

The contractor shall provide the following survey equipment on the site from the commencement to the completion of the works, which shall also be for the use of the Employer's Agent and his representatives.

- a) 1 x 100m steel measuring tape;
- b) Steel pegs, shovels, picks etc. which the Engineers Representative may require during the contract;
- c) 1 Theodolite with tripod and 5m staff.
- d) One complete Troxler test unit, with proof of recent calibration.

d) Hotel or other Accommodation or office required for the Employer's Agent Representative.

These items will include the cost of rented office accommodation and the provision of telecommunication facilities to the Employer's Agent. The Contractor will be responsible for this prime cost items to the amount of R6,000.00 per month. These services will be provided to the Contractor by the Employer's Agent and will be billed in advance. These items will include all overhead costs, maintenance and insurance with respect to the provision of office accommodation and cellular- and landline telecommunication facilities. This item shall be payable to the Employer's Agent prior to certification of the second construction payment certificate.

e) Administrative assistance to the Contractor

This item will entail the pension of administrative assistance to the Contractor by the Employer's Agent and will include assistance relating to the:

- Calculation and determination of project quantities;



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

- Compilation of construction payment certificates; and
- Copy and submission of construction payment certificate.

The Contractor will be responsible for this prime cost item to the amount of R5,000.00 per month. This item will be billed in advance and will be payable to the Employer's Agent prior to certification of the second construction payment certificate. This item will include all computer related / electronic work, facsimiles, printing and copying as well as travelling and time based work in this instance.

f) Health and Safety Inspections on Site

This item will include the provision of Health and Safety Inspections on Site by a certified Health & Safety Office under the auspices of the Employer's Agent. The Health and Safety Officer will ensure compliance the Contractor with the OHS Act and he will have the authority to stop construction work on Site will be responsible for this prime cost item to the amount of R6,500.00 per month. This service will be billed in advance and the item shall be payable to the Employer's Agent prior to certification of the second construction payment certificate.

g) Environmental Management Plan Audits

This item will include the provision of Environmental Management Plan (EMP) Audits on Site by an Environmental Control Officer (ECO) under the auspices of the Employer's Agent. The ECO will monitor compliance of the Contractor with the EMP and will be responsible for this prime cost item to the amount of R10,000.00 per month. This service will be billed in advance and the item shall be payable to the Employer's Agent prior to certification of the second construction payment certificate.

PSA 8.9 Construction Monitoring

Construction monitoring costs will be claimed by the design engineer on a monthly basis for the duration of construction at a rate of R45,000 per month for construction monitoring services (Level 2 – Part time) rendered by the design engineer's representative (ER). The ER shall:

- Regularly visit the site at a frequency which may vary during the course of the project, and such visits may be daily or weekly according to the demand of the project;
- Regularly, review samples of materials and work procedures for conformity to the contract documentation and design specifications. The ER shall review regular samples of important completed work prior to covering up, or on completion as appropriate.

The Contractor will take ultimate responsibility for quality of work and remains responsible to put in place quality control processes to control its output in terms of the design specifications and requirements whereas the design engineer will conduct inspections and acceptance testing to confirm conformance to the design specifications prior to certification of the works.

PSA 9.1 Submit detail as-built drawings of existing services and adjustments to construction drawings

The contractor will be responsible for the submission of all as-built drawings of all existing services intersecting pipeline trenches as well as any applicable adjustments to the construction drawings. The lump sum tendered shall include full compensation for all information in the possession of the contractor as required above in order to complete the as-built drawings must be submitted to the Employer's Agent Representative before a certificate of completion will be issued for the works.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

PSA 9.2 Detailed setting out of the work

The contractor will ensure that all the works be set out from existing survey beacons by a registered surveyor. The sum tendered shall be regarded as inclusive of all related survey work on site.

The Employer's Agent will provide survey beacons (of adequate type and in sufficient quantity) as bench marks. From information provided on drawings issued by the Employer's Agent, the Contractor shall be responsible to provide all positions and levels, of all intermediate points required for proper control of the works.

As bench marks may be disturbed during the execution of the works, all levels and setting out pegs shall be referred to at least two bench marks. The contractor will ensure that all works are set out from existing survey beacons by a professional registered land surveyor. The setting out data, including the elevation (obtain x, y, z coordinates) from these pegs shall be submitted to the Employer's Agent evaluate final natural ground levels (NGL) prior to the commencement of excavations. In the case of deviation from the original pipe route for whatever reason, the contractor will at his own cost survey the new proposed route, and submit the data to the Employer's Agent for approval.

Preservation and replacement of beacons and pegs will be subject to the Land Survey Act, 1927 (Act No 9 of 1927).

PSA 9.3 Compile and submit Health and Safety Plan

The lump sum tendered shall include full compensation for the provision and maintenance of a Health and Safety Plan, risk assessment, permit applications and notifications as called for in the Act and Regulations.

Eighty percent (80%) of this amount will be paid when an approved Health and Safety Plan has been achieved. A further 10% will be paid when the value of work certified by the Employer's Agent exceeds one half of the tender price and the remaining 10% will be payable upon issue of a completion certificate.

PSA 9.4 Implement Health & Safety Plan

The lump sum tendered shall include full compensation for the compliance with the approved H&S Plan and inter alia for the following:

- Provision and maintenance of Health & Safety File;
- Provision of construction supervisors and safety officers;
- Health and Safety training for employees and subs;
- Provision of protective clothing;
- Provision of safety fences, signs and barricades; and
- Scheduling of monthly safety meetings and providing monthly reports accordingly, etc.

PSA 9.6 Control of Water

The Contractors are warned that the water table might be high due to the location of the construction site, fact that this site is situated in a high rainfall area and considering that the construction period may run into rainy season.

The Contractor shall at all times and in all respects be responsible for the handling of stormwater from higher-laying areas above the Works and for the handling of any sub-surface water especially in excavations for terraces and trenches that may affect the Works and for the handling of all spoiled water when

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

disconnecting existing water connections or valves. All payments to be made in this regard and all costs related thereto, shall be deemed to be included in the relevant items that are included in the Schedule of Quantities.

SANS 1200 AB: ENGINEER'S OFFICE

PSAB 1 NAMEBOARDS (Clause 3.1)

Substitute the first paragraph of Clause 3.1 with the following.

The Contractor must supply and erect one name board at an approved site, and shall comply as regards site, painting and details municipalities standard name board. A sample is attached as Appendix 2

PSAB 2 SURVEY ASSISTANTS (Clause 5.5)

Substitute "two or more suitable educated survey labourers" in this paragraph with "one semi-skilled labourer".

The Engineer's Representative will occasionally need the assistance of a survey labourer to help with testing, survey, etc., envisaged at approximately 4 hours (non-consecutive) per week.

PSAB 3 SURVEY EQUIPMENT

The Contractor shall provide the following tested and approved survey equipment on site for the duration of the contract and for the use of the Engineer whenever needed.

- a) One automatic level plus tripod,
- b) One level staff, all graduated metrically and
- c) One 5m and one 25m-tape measure.

The above-mentioned equipment may, by arrangement be shared between the Contractor and the Engineer's Representative. The Contractor shall keep the equipment insured against any loss; damage or breakage and he shall indemnify the Engineer and the Employer against any claims in this regard.

PSAB 4 MEASUREMENT AND PAYMENT

PSAB 4.1 Survey Assistant ((New Clause)

Payment for the survey assistant shall be at the tendered day work rates for the hours worked in assisting the Engineer's Representative. No payment shall be made for the survey equipment all costs shall be deemed to be covered by the rates tendered for the Contractor's facilities. No payment shall be made for the survey equipment or survey assistant and all costs shall be deemed to be covered by the rates tendered for the Contractor's facilities.

SANS 1200 C: SITE CLEARANCE

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PSC 1 SCOPE (Clause 1.1)

Add the following:

“The specification also covers the removal of unreinforced and reinforced concrete, existing pipe culverts and existing roadway and layerworks, (at tie-ins and road widening), and saw cutting of existing road surfacing.”

PSC 2 MATERIALS

Disposal of Material (Subclause 3.1)

Delete the first two sentences of this clause and replace with:

“Debris arising from clearing operations or from the demolition of existing structures that are not suitable for re-use in the works or for landscaping in areas designated by the Engineer, shall be removed by the Contractor and disposed of at the approved tip site. Transport of such material shall not be paid separately, but shall be included in the relevant items for clearing

The rates tendered shall allow for any fees to be paid at the tip site.”

THE CONTRACT

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART C3: SCOPE OF WORKS

Particular Specifications

Occupational Health and Safety Specification for Principal Contractors and Contractors for Construction Work

CONTENTS

Section	Title
1	Introduction
2	Reference Documents
3	Scope of Work
4	Definitions
5	Responsibilities
6	Documentation and procedures
7	Application of the Health and Safety Specification
6.1	Compensation for Occupational Injury and Diseases
6.2	Occupational Health and Safety Policy
6.3	Health and Safety Training
6.4	Hazards and Potentially Hazardous Situations
6.5	Health and Safety Reps
6.6	Health and Safety Committee
6.7	General Record Keeping
6.8	Incident management and emergency plans
6.9	Contractors and Suppliers
6.10	PPE, Intoxication, Signage, Access Control
6.11	Ladders
6.12	Portable Electrical Equipment
6.13	Permit to work (including hot work)
6.14	Work in confined spaces
7	Application of the Construction Regulations 2014 [CR]

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

7.1	Management & Supervision of Construction	[CR 8]
7.2	Hazard Identification, Risk Assessment and Risk Control (HRA)	[CR 9]
7.3	Fall Protection	[CR 10]
7.4	Excavations	[CR 13]
7.5	Construction Vehicles and Mobile Plant	[CR 23]
7.6	Electrical Installations	[CR 24]
7.7	Structures	[CR 11]
7.8	Housekeeping	[CR 27]
7.9	Stacking and Storage	[CR 28]
7.10	Fire Precautions	[CR 29]
7.11	Welfare Facilities	[CR 30]

8 Site-specific and Design Risks

- 8.1 HRA Methodology
- 8.2 Site-specific risks
- 8.3 Design risks

9 Fines and Penalties

- 9.1 Minor H&S transgressions
- 9.2 Serious H&S transgressions
- 9.3 Major H&S transgressions
- 9.4 Repeat offences

Appendices

Annexure:

- A Notification of Construction Work
- B Appointment Form [Example]
- C Recording and Investigation of Incidents
- D Agreement with Mandatories

1. Introduction

In terms of Construction Regulation 7 this document describes the health and safety specifications required for any principal contractor whom is making a bid for or whom has been appointed to perform construction work on behalf of the client. [Ref. CR 5(1)(a)]

- A principal contractor is required to compile their Health and Safety Plans based on these specifications detailed and referred to, in this document.
- In other words, the Health and Safety Plan must specify how the Principal Contractor will control and manage all health and safety aspects on the construction site.
- The Health and Safety Plan must be relevant to the construction work being carried out and if possible refer to the numbering system of this document.
- A principal contractor is to ensure that these specifications are communicated to all contractors under his/her agreement.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

2. Reference Documents

The following documents are referred to:

2.1. Occupational Health and Safety Act, (Act No. 85 of 1993) - [OHSA] and Regulations.

2.2. Civil, Mechanical, Structural and Electrical Drawings [CME]

1.1 Drawing References:

1.1.1 Drawing No:___

1.1.2 Drawing No:___

1.1.3 Drawing No:___

1.1.4 Drawing No:___

1.1.5 Drawing No:___

2.3 Compensation for Occupational Injury and Diseases Act – [COIDA]

3. Scope of Work

Detailed Description of work to be carried out

- Earthworks
- Excavations
- Work @ Height
- Pressure Testing
- Vehicle & Mobile Plant
- Concrete Works
- Support and Formwork
- Structures
- Electrical Works

List of plant, machinery and tools to be used during the project:

- Construction & Mobile Plants
- Hand Tools
- Portable Electrical Tools
- Ladders
- Further Information to be provided by contractor

List of Major hazards identified in the design risk assessments:

- Working at Heights
- Earth Works & Excavation
- Construction vehicles and Mobile plants
- Pouring Concrete
- Use of Power Tool

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- Structures / False Work
- Shuttering
- Steel work

4. Definitions

The following definitions apply. (Abbreviations and legal references in brackets where applicable):

Construction Work

Means any work in connection with –

- a) The erection, maintenance, alteration, renovation, repair, demolition or dismantling of or an addition to a building or any similar structure;
- b) The installation, erection, dismantling or maintenance of a fixed plant where such work includes the risk of a person falling;
- c) The construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or
- d) The moving of earth, clearing of land or making of an excavation or work on any similar type of work.

Hazard Identification, Risk Assessment and Risk Control (HIRA)

Means a documented plan, which identifies hazards, assesses the risks and detailing the control measures and safe working procedures, which are to be used to mitigate and control the occurrence of hazards and risks during construction or operation phases.

Site

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

Hazard

Means a source of or exposure to danger (source which may cause injury or damage to persons, or property)

Risk

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

Construction Supervisor [CR 8(7)]

Means a full time, competent employee appointed in writing by the Contractor to supervise construction work. The appointment, as required by the OHSA, shall stipulate health and safety responsibilities, area of responsibility and the proposed duration of the project.

Construction Plant

Encompasses all types of plant including but not limiting to, cranes, piling frames, boring machines, and excavators, dewatering equipment and road vehicles with or without lifting equipment

Contractor

Means an employer who performs construction work and includes principal contractors and sub- contractors.

Health and Safety Plan (HSP)

150

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Means a documented plan, which addresses hazards identified and includes safe work procedures to mitigate, reduce or control the hazards identified.

The plan shall be applied from the date of commencement of and for the duration of construction work.

Health and Safety File (HSF)

The file holding all documentation and records on health and safety for the project, which shall be available at all, times for evaluation, and a copy of which will be forwarded to the client upon completion of the project.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Disabling Injury Frequency Rate (DIFR)

The number of disabling injuries (DI"s) multiplied by a constant (man hours relative to period worked) divided by total man hours worked over a rolling period (usually 12 months, but can be less)

Disabling Injury Severity Rate (DISR)

The number of days lost due to DI"s multiplied by a constant (man hours relative to period worked) divided by total man hours worked over a rolling period (usually 12 months, but can be less)

Confined Space

An enclosed, restricted or limited space in which, because of it"s construction, location or contents, or any work carried on therein, a hazardous substance may accumulate or an oxygen deficient atmosphere may occur, and includes any chamber, tunnel, pipe, pit, sewer, container, valve, machinery or object in which a dangerous liquid or dangerous concentration of gas, vapour, dust or fumes may be present

5. Responsibilities of Contractors for Construction Work

5.1. Notification of Intention to Commence with Construction Work

The principal contractor shall notify the Provincial Director of the Department of Labour before any work commences, in accordance with the following requirements:

- The demolition of a structure exceeding a height of 3 meters; or
- The use of explosives to perform construction work; or
- The dismantling of fixed plant at a height greater than 3 meters; or
- The work exceeds 30 days or will involve more than 300 person days of construction work; and
- Includes excavation work deeper than 1 meter; or
- Includes working at a height greater than 3 meters above ground or a landing.

The notification must be completed in the **Annexure 2** form and a copy of the proof of fax or delivery to the Department of Labour to be kept in the Health and Safety File for inspection by an inspector, the client or an employee.

5.2. Principal Contractor"s Responsibilities

Compile a Health and Safety Plan

Ensure co-operation between all contractors to comply to the Act

- Ensure compliance to the Act in terms of:
 - a) Provide relevant sections of these specifications to contractors as required
 - b) Appoint each contractor in (a) above in writing. Only contractors who have the necessary competencies and resources may be appointed
 - c) Ensure each contractor"s Health and Safety Plan is implemented and maintained on site
 - d) Stop any contractor from work which is not in accordance with Health and Safety Plan"s or which pose a threat to health and safety of persons

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- e) Sufficient information is provided to contractors where there are changes to design and construction
- f) Ensure every contractor is registered and in good standing with the Compensation Commissioner
- g) Ensure potential contractors have made provision for the cost of health and safety measures. Negotiate and approve the Health and Safety Plan of each contractor.

- All Health and Safety File's including the principal contractor's to be available on site.
- A consolidated Health and Safety File to be handed over to the client on completion of construction including records of drawings, designs etc.
- Health and Safety File to include updated list of all contractors, the agreements and their type of work.

5.3 Contractor's Responsibilities (including sub-contractors)

- Provide their Health and Safety Plan to the principal contractor.
- Where a contractor appoints another contractor (sub-contractor) it is the responsibility of that contractor to apply 4.2 above as if he were the principal contractor.
- No contractor to appoint another contractor (sub-contractor) unless the latter has the necessary competency and resources to perform the required work.
- To provide any information which affects the health and safety of any persons at work to the principal contractor.

5.4 Legal Appointments

The principal contractor shall ensure copies of the appointment letters of all responsible persons appointed on site will be kept in the Health and Safety File. All legal appointments shall be conducted in accordance with the requirements set out in the OHS Act and as per this specification. The tables below set out the appointment protocols for CR and OHS Act. It should be noted that these represent a complete list and not all these appointments may be required:

Construction Regulations

Reg.	Appointment	Appointee	Competency Required
CR 7 (1)	Principal Contractor	16(2) for the company	Curriculum Vita on file and Supervisor training (legal liability)
CR 5 (3b)	Contractor	Competent person	Proof of induction
CR 8 (1)	Contracts Manager	Competent Person	Certificate & CV
CR 8 (2)	Ass Construction Manager	Competent Person	Certificate & CV
CR 8 (7)	Construction Supervisor	Competent person	Curriculum Vita on file and Supervisor training (legal liability)
CR 8 (8)	Assistant Construction Supervisor	Competent person	Curriculum Vita on file and Supervisor training (legal liability)
CR 8 (5)	Safety Officer	Competent person	Curriculum Vita on file and SAMTRAC or similar
CR 9 (1)	Risk Assessor	Competent person	Curriculum Vita on file and HIRA or similar
CR 10 (1)	Fall Protection Planner	Competent person	Curriculum Vita on file and Fall Plan Developer
CR 12 (1)	Temporal Works	Competent person	Curriculum Vitae

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CHIEF ALBERT LUTHULI MUNICIPALITY
ELECTRIFICATION OF HOUSEHOLDS AND BULK SUPPLY IN VARIOUS WARDS BADPLAAS
 Number ALMT23/2023

CR 13 (1)	Excavation Work Inspector	Competent person	Curriculum Vita on file and Supervisor training (legal liability)
CR 23 (1j)	Construction Vehicle Inspector	Competent person	
CR 23 (1d)	Construction Vehicle Operator	Competent person	Certificate of Competency for relevant construction vehicle
CR 28 (a)	Stacking and Storage Supervisor	Competent person	
CR 29 (h)	Fire Equipment Inspector	Competent person	
CR 29 (i)	Fire Team Members	Competent person	Fire Fighting Certificate

OHS Act

Reg.	Appointment	Appointee	Competency Required
OHS Act 17 (1)	Health & Safety Rep	Nominated employee	Health and Safety Representative Certificate
OHS Act 19 (1)	Health & Safety Committee Member	Management representative	Curriculum Vita on file and Supervisor training (legal liability) and IRCON or similar
GAR 9 (2)	Incident Investigator	Competent person	Curriculum Vita on file and RCAT or similar
GSR 3 (4)	First Aider	Competent person	First Aid Certificate
GSR 13	Ladder Inspector	Competent person	In house Training
DMR 18 (11)	Lifting Equipment Operator	Competent person	Code 1, 2, 3, 32, 33, 35 or 46
DMR 18 (5)	Lifting Equipment Inspector	Competent person	
	Hand Tools Inspector	Competent person	In house Training
	Pneumatic Tools Inspector	Competent person	In house Training
EMR 9(4)	Portable Electrical Equipment Inspector	Competent person	

The responsibilities of each appointment are detailed in the relevant form, which are signed by both the authorised person and the appointee and kept in the Health and Safety file. An example of an appointment form for a Construction Supervisor can be found under

Annexure B.

5. Documentation and Procedures

All required documentation for the construction work, shall be kept in the Health and Safety File, which shall be available on site. The Construction Supervisor shall be responsible for the file on site and the Project Manager shall ensure that documentation is valid and up to date.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

It is required that the documentation is filed in an orderly fashion for easy access. The following sections are suggested:

1. Company insurances and information

- Letter of good standing
- Public liability
- Emergency contact numbers
- Notification of construction work
- Company organogram
- Health and Safety policy
- HIV & Aids Policy
- Drug & Alcohol policy
- Personal Protective Equipment Policy

2. Health and safety plan and specifications

3. Appointments

4. Inspection registers and checklists

5. Risk assessments

- Risk matrix
- Risk assessments
- Method statements
- Record of internal training
- Review of risk assessments

6. Safe work procedures

- Safe Working procedure training
- Planned task observations
- Emergency procedures
- Fall protection plan
- Permits to work

7. Incident management

- WCL2 forms
- Annexure 1 forms
- Injury on duty reporting and investigation procedure
- Resumption reports

8. Training records and medical fitness certificates

- Certificates of formal training
- Induction training records
- Medical fitness certificates for all employees

9. Audits

- Client's Health and Safety audits
- Site inspection reports
- Site safety instructions

10. Contractor control

- List of contractor's and type of work
- Contractor appointments
- 37 (2) agreements

11. Health and safety communication

- Toolbox talks to be held weekly
- Health and Safety notice board
- Schedule D
- Memo's to employees

12. OHS Act and Regulations

6. Application of COIDA and OHSA to Construction Work

6.1 Compensation of Occupational Injuries and Diseases Act, Act No. 130 of 1993 (COIDA)

Every contractor shall provide proof of registration and an updated letter of good standing with the Compensation Commissioner or a licensed compensation insurer.

6.2 Occupational Health and Safety Policy

- Every contractor's Occupational Health and Safety Policy statement should be available for scrutiny and as evidence of their commitment their employees' occupational health and safety and the environment.
- Every contractor's Occupational Health and Safety Policy statement is to be signed off by the Chief Executive Officer.
- Proof of communication to all is to be available on requests.

6.3 Health and Safety Training and Competency

Training of personnel is a necessity and a legal requirement when required. A record of all training shall be kept and provided on request.

6.3.1 Induction Training

- The principal contractor shall be responsible to co-ordinate all inductions on site to ensure that no contractor allows or permits any employee/s or person/s to enter any construction site , unless such employee, visitor or person has undergone induction training which is pertinent to the hazards prevalent on the site at the time of entry.
- Every employee, visitor or person on site shall be in possession of proof of the Health and Safety induction.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- Records of attendance shall be kept on the Health and Safety file for the duration of the contract.

6.3.2 Awareness Training

- Awareness training to be carried out weekly in the form of Toolbox Talks on relevant topics e.g. manual lifting, wearing PPE, safe use of portable electric tools etc.
- All attendees are to be made to sign an attendance register and such register is to be held on the Health and Safety file for the duration of the project.

6.3.3 Competency and CV's

- All supervisors and where applicable, valid copies of certificates of competency of appointed personnel to be provided and kept in the Health and Safety file. (Reference can be made to pages 10, 11 and 12 of this document).
- Other training requirements such as those identified through the High-risk Assessment process, to be completed and proof of that training also kept in the Health and Safety File.
- Where competency is achieved through experience, a brief CV will be required.

6.3.4 Specific OH&S training

- Valid certificates of training from registered service providers preferably accredited by the appropriate SETA are required for First Aiders, H&S reps, Fire Fighters etc.

6.3.5 Medical Fitness

- All work in elevated positions [tower crane operators, workers on elevated structures requiring fall protection, suspended platform workers and;
- Operators of construction vehicles and mobile plant require certificates of physical and psychological fitness carried out by an occupational medical practitioner.
- All employees who are employed in a construction site must have medical Fitness done by an Occupational Health & safety Practitioner before commencement of work.
- No employee will be allowed to perform any duties except deemed to be medical fit to do so.

6.4 Health and Safety Reps [OHSA 17 and 18]

- Where 20 or more employees are employed at a workplace, one health and safety representative shall be appointed in writing.
- The Principal Contractor shall ensure that a minimum of one health and safety representative is appointed for ratio of each 50 employees employed.
- Each health and safety representative shall be in possession of a certificate of competency.
- The employer is to ensure that a delegation process has been followed and recorded in term of the requirement of General Administrative Regulation 6

- Monthly checks are to be conducted by the appointed representatives in their designated areas and all findings are to be recorded in a register. Such register is to be held on the health and safety file for the duration of the project.
- Health and Safety Representative are to investigate any staff complaints and ensure that documented feedback is forwarded to the respective managers.

6.5 Health and Safety Committee [OHSA 19 and 20]

- Where two or more representatives have been appointed the employer shall ensure that a health and safety committee is formed.
- The number of management representatives shall not outweigh the number of representatives.
- Meetings shall be held at a minimum of three monthly.
- Minutes of such meeting shall be kept and placed on the health and safety file for the duration of the project.
- A register of attendance is to be kept of attendees at such meetings; such a register is to be attached to the minutes.

6.6 General Record Keeping

All contractors shall ensure that all Health and Safety records, required by OHSA and Regulations are kept up to date for reference purposes and auditing.

6.6.1 Inspections

- All contractors shall keep all records of inspections undertaken during the duration of the project.
- An example of the total list of minimum legally required inspections can be found under **Annexure C**.
- An assessment list must be drafted of what inspections are required and their frequency.
- The principal contractor is responsible to ensure compliance to this requirement by all contractors.

6.6.2 Audits

- The client's agent shall carry out regular audits on the principal contractor at least once per month.
- Principal contractors shall be responsible for carrying out regular audits on their contractors at least once per month.
- The Principal contractor is to draft a table which reflects contractors company name, description of work, dates of audits and scores achieved.
- The results shall be tabled for action and discussed at the Health and Safety Committee meetings or the site meetings, as appropriate.

6.7 Incident management and emergency plans

- The principal contractor shall create an Emergency Plan for the construction site.
- The plan is to be clearly displayed in conspicuous locations around the site.
- The plan shall be clearly laid out for all types of emergencies including responsibilities, evacuation routes, siren, emergency no."s etc.
- The plan shall be fully explained to all personnel during the induction training.
- All contractors will become completely familiar with the requirements of the plan and will participate in any evacuation drills that may take place

6.7.1 First Aid [GSR 3]

- Where an employer has 5 or more employees in his employment, he/she shall ensure that at least one first aid box is made available in the workplace.
- Such first aid box is to be stocked covering the 18 items addressed in the Annexure attached to the General Safety Regulations as a minimum requirement.
- Where an employer has 10 employees or more in his/her employment, he/she shall ensure the at least one person readily available at the workplace whom is in possession of a valid first aid certificate.
- Every employer shall ensure that a minimum of one trained persons is made available for every 50 person in the workplace.
- All identified hazardous chemical are to have a material safety data sheet which is to be kept for first aid emergencies in the first aid box.
- All special needs addressed in the Material Safety Data Sheets are to be made available in addition to stock required in the Annexure.

6.7.2 Incidents and Injuries

Incidents

- A record of all incidents which have occurred shall be opened and held open until the handover of the project.
- All incidents such as near misses, unsafe situations, first aid injuries, etc shall be investigated fully and the result of such investigation shared with the Health and Safety Committee.
- The employer shall ensure that an investigation team is formulated which will consist of management representative, safety representative and an employee representative as a minimum requirement.
- All incidents that occur shall be filtered into a statistic format which is to determine the sites Incident Rate. Such rate is to be shared with all employees and all contractors on a monthly basis.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- Exclusion of incidents in record keeping shall result in fines being issued.

Injuries

- A first aid register is to be held in the first aid box as to record all first aid injuries that may occur.
- An injury on duty procedure is to be created which detail the process of treating an injured and methodology which may be use in order to ensure their safe arrival at a local hospital.
- All injuries are to be recorded in an Annexure 1

6.7.3 Accident and Incident Reporting and Investigation

Should an incident or accident investigation need to be conducted, the appointed incident investigator (competent person with a valid certificate of training on file) shall conduct the said investigation. The procedure to be followed will be in accordance with Annexure 1 of GAR 9 – “Recording and Investigation of incidents”. A copy of this annexure can be found under **Annexure D** in this document.

Particular attention is also drawn to OHSA 24, the reporting of certain incidents to an inspector of the Department of Labour.

The principal contractor shall ensure that the investigations are kept for record purposes and he shall ensure that the outcome of the investigation is communicated to all affected parties as required i.e. the client and contractors.

The client reserves the right to participate in all investigations into accidents or incidents and to conduct their own investigation if required.

6.8 Contractors and suppliers [OHSA 37(2)]

The client shall enter into an “Agreement with Mandatory” in terms of Section 37(2) of the Occupational Health and Safety Act, 85 of 1993, with all appointed principal contractors, a copy of which can be found under **Annexure E**. Likewise all principal contractors shall enter into a similar agreement with all contractors, sub-contracted to them for any period of the contract. Please note that if contractors hire any construction vehicles or mobile plant, the companies from which the equipment is hired must provide any maintenance and test certification as required. In addition, if operators are hired with the equipment, proof of competence and medical certification must be provided.

The principal contractor shall ensure that all contractors are issued with this safety specification where reasonably practicable including any contractor pack for the project, should they not be contained in the safety specification.

The principal contractor shall assist and ensure that contractors engaged comply with all of these requirements and adhere to the requirements set out in the OHSA. Contractors will be stopped from working in the event of unsafe conditions and activities being observed.

All contractors shall be subject to the requirements specified in the HSP and will be issued with a copy of the plan. If the contractor is not able to comply with the requirements set out in the plan, he shall not be appointed as contractor.

6.9 Personal Protective Equipment, Intoxication, Signage and Access Control [GSR 2]

6.9.1 Personal Protective Equipment (PPE) [GSR 2]

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- The principal contractor shall through the Risk Assessment process identify all specific PPE needs per each activity. Such identified PPE shall be captured in the form of a PPE matrix and displayed in the site office. Such matrix is to make reference to the task and the specific PPE requirements required to do the task.
- All Contractors will be responsible for the issuing of the required PPE as identified by the matrix.
- Should PPE be lost or stolen, then the employee will be issued with new PPE.
- No person/s shall be permitted entry into the site unless they are properly equipped with the required PPE as identified in the matrix.
- Should PPE be worn out or damaged, the user shall return the worn or damaged PPE and will be issued with a replacement.
- Training in the use, care and limitation of such PPE is to be provided and proof of such training is to be held in the health and safety file.
- Visitors shall be informed of PPE requirements **prior** to their visit so that they may make necessary arrangements to ensure their arrival well equipped with the correct PPE.

6.9.2 Intoxication [GSR 2A]

The principal contractor shall be responsible to ensure that no persons may enter or remain at the construction site if under or apparently under the influence of intoxicating liquor or drugs. It may become necessary from time to time for contractors and their workers could be required to do a breathalyser test before entering the site.

6.9.3 Display of signs [GSR 2B]

The principal contractor should make use of signage to assist in enforcing compliance to any requirement specified in this document or as required by law. Standard symbolic signs are acceptable for conveying these requirements where applicable.

6.9.4 Access control [GSR 2C]

The principal contractor shall be responsible to ensure control of access to all persons entering the construction site. The reasons for this are as follows:

- The principal contractor is the „employer“ on the site and for all intents and purposes is responsible for section 8 of OHS Act for employees and contractors and section 9 for any other person on site such as visitors and inspectors
- All persons entering the site must undergo induction training to inform them of the hazards present on the site. This includes contractors, visitors, inspectors etc
- The construction supervisor will be aware of who is on site and their function
- The construction supervisor will be able to control tasks that may impact on other work being carried out on the site by a permit to work system
- The number of people and their purpose on the site must be known in case of emergency and evacuation security reasons

The principal contractor shall post conspicuous notices at the site informing all those entering the site of these requirements

6.10 Ladders [GSR 13A]

The following requirements shall be complied with regarding Ladders and Ladder work:

- A competent person shall be identified and appointed as the ladder inspector.
- Where aluminium ladders cannot be used, then wooden ladders shall be straight grained, unpainted to allow for proper inspection of the grain for cracking.
- Ladders shall be secured at the top and chocked at the base to prevent slipping.
- Where chocking of the base is not possible, then the user shall ensure that the ladder is held in position by another employee when ascending the ladder.
- No person is permitted to work longer than 15 minutes on a ladder. Should work take longer than 15 minutes to complete then alternative means of elevation is to be used.
- Ladders shall be inspected a minimum once per month and results recorded in a register by the person appointed as the ladder inspector.
- Proper storage shall be provided for all ladders when not in use.

6.11 Portable Electrical Tools [EMR 9]

This regulation shall be complied to as a minimum requirement. Regular inspections of all Portable Electrical Tools such as drills, angle grinders etc, shall be carried out. In particular:

- Only trained personnel shall operate such equipment.
- The Construction Supervisor shall ensure operation of the equipment is in accordance
- The HRA requirements and Safe Working Procedure (SWP).
- All users shall undergo regular awareness training (toolbox talk) to ensure compliance.
- The Construction Supervisor shall ensure the required PPE is used.

6.12 Permit to work

The permit holder shall be responsible to ensure that:

- All work being carried out on the site has been approved through the necessary project control system
- All work is being done in compliance with the issued permits.
- Permits required from third parties such as town councils for utility and sewage services are in place
- A permit system is operational so that work consisting of many tasks related to the construction on site, can be carried out without endangering the health and safety of personnel on site, neighbours and the public surrounding the site and/or causing damage to property.
- In particular, attention is drawn to GSR 9, which details the requirements for welding, flame cutting, soldering and similar operations (hot work)

6.13 Work in confined spaces

The permit holder shall be responsible to ensure that:

- All work being carried out on the site has been approved the necessary project control system
- All work is being done in compliance with the issued permits.
- Permits required from third parties such as town councils for utility and sewage services are in place

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

7. Application of the Construction Regulations [CR]

[Please note: this is the complete list. Item 7.1 is compulsory and the rest are applicable if relevant to the work being carried out]

7.1 Hazard Identification, Risk Assessment and Risk Control (HIRA) [CR 9]

- The contractor shall prior to the commencement of any construction work perform a HIRA exercise, which will form part of the HSP for the project.
- A copy of the HIRA shall be made available for viewing to the client's agent and shall be kept in the Health and Safety File.
- The contractor shall ensure that the outcome of all HIRA exercises will be conveyed to all relevant employees with respect to the hazards and the related control measures before any work commences.

The control of several of these risks may be specified in the OHSA does not mean that the HIRA exercise does not have to be carried out.

7.2 Fall Protection [CR 10]

Section 1 (a) of this regulation states that a contractor shall cause the designation of a competent person, responsible for the preparation of a fall protection plan. The control of several of these risks may be specified in the OHSA or the CR but this does not mean that the HIRA exercise does not have to be carried out.

7.3 Structures [CR 11]

The appointed civil contractor shall meet the requirements of this regulation. Attention is drawn, which requires the designer to inspect the structure at appropriate times and the record of these inspections to be available on site.

7.4 Excavations [CR 13]

Section 1 of this regulation states that this work must be carried out under the supervision of a competent person who has been appointed in writing. All the requirements of CR 13 shall be met. For inspection of excavations, attention is drawn to section 3 (h), the records of which must be available on site.

7.5 Construction vehicles and mobile plant [CR 23]

It will be the responsibility of each contractor on site to ensure compliance of their vehicles and mobile plant to these regulations. This includes vehicles to be used for transporting personnel to and from site, which will be subject to relevant requirements such as licensing and roadworthiness checks. In addition the following will apply:

- Safe transport for personnel working on the project to and from the workplace, which shall include proper seating, side restraints and cover.
- Road safety principles shall be adhered to on and off staff.

If a mobile crane or other mobile plant is hired, only approved hire companies shall be contracted to provide such equipment. The Construction Supervisor shall ensure compliance of the provider to these regulations. In particular, attention is drawn to the competence and fitness of the operator [section 1 (d)] and the inspection of the equipment [section 1 (j)]

7.6 Temporal Electrical installations[CR 24], including [EIR] and [EMR]

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The requirements of these regulations shall be met as required, by the appointed electrical contractor. A competent person will be appointed for inspection and control of all temporary electrical installations as per CR 24 (d) and (e) respectively.

7.7 Water Environments [CR 26]

The requirements of this regulation shall be met.

7.8 Housekeeping [CR 27] including [ERW(6)]

All contractors shall ensure that housekeeping standards as per these regulations shall be maintained at all times.

7.9 Stacking of Materials [CR 28] including [GSR (8)]

All contractors shall ensure that materials are only stored in defined and allocated storage areas and that materials being stored are stacked in accordance with sound stacking principles as per these regulations.

7.10 Fire Precautions [CR 29]

All contractors on site will comply fully with the requirements of this regulation. In particular, the principal contractor will be responsible for the evacuation plan (section (I)) the details of which will be imparted to contractors, visitors etc through the site induction.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

7.11 Construction welfare facilities [CR 230]

The principal contractors shall be responsible for implementing this regulation and shall ensure that adequate facilities are provided for the personnel on site in terms of the following:

- Change room facilities
- Sheltered eating area
- Adequate toilets
- Hand wash facility
- Potable water.

No food preparation shall be conducted on site. Eating and drinking will only be permitted in the designated eating areas, which must be provided with adequate seating. Waste bins shall be strategically placed and clearly regularly.

8 Site-specific and Design Risks

Please note: this is not a complete or exhaustive list. The principal contractor is expected to assess all risks to which his employees may be exposed during the construction and/or demolition process, as well as the hazards identified and listed below.

The following jobs or activities are classified as High

- Confined Space Entry
- Excavation
- Construction vehicles and mobile plant
- Traffic accommodation
- Pouring Concrete
- Working at Heights

8.1 Hazard Identification and Risk Assessment Methodology

8.1.1 Baseline Risk Assessment

A Baseline Hazard Identification and Risk Assessment must be carried out during the preliminary stages of the construction/demolition project for the purposes of attempting to reduce the possibility of accidents or ill health occurring.

Taking into account the constraints of time and resources, every effort must be made to identify the hazards and recommend possible solutions. It is not reasonably practicable to expect the baseline risk assessment to identify all hazards, which is why task risk assessments are carried out on site.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

8.1.2 Task risk assessment

Once on site, every contractor shall perform task risk assessments, using the baseline risk assessment as a guide.

The Risk Assessment should be reviewed once on site and thereafter after any incident or every one-year period, whichever occurs first. Additional hazards highlighted or a change in the risk factor should have a separate risk assessment carried out and filed.

The Risk Assessment is based on the combination of the CONSEQUENCE and PROBABILITY associated with each hazard.

8.1.3 Definitions

Term	Meaning
HAZARD:	Anything that can cause harm
RISK:	The chance, great or small, that someone will be harmed by the hazard
CONSEQUENCE:	The possible outcome of an accident / incident, e.g. broken leg, explosion
PROBABILITY:	The possibility of the accident / incident occurring

8.1.4 Risk assessment

The following evaluation must be used to determine risk:
Probability X Consequence = RISK

Risk Matrix:

Risk Matrix:

Consequence	(3) Critical (Fatal/Permanent Disabling Injury)	(3) Medium risk	(6) High risk	(9) CRITICAL
	(2) Major (Temporary Disabling Injury)	(2) Low risk	(4) Medium risk	(6) High risk
	(1) Manageable (Minor/first aid)	(1) Low risk	(2) Low risk	(3) Medium risk
RED = High Risk (6 – 9)		(1) Remote (<10%)	(2) Possible (10-50%)	(3) Likely (>50%)

166

**Probability
(Likelihood)**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ORANGE = Medium Risk (3 – 4)
GREEN = Low Risk (1 – 2)

Activity	Hazard	Risk Eval.	Precautions and Control Measures
			1. Eliminate the risk 2. Control the risk at its source 3. Follow a safe working procedure 4. Provide PPE
1. describe task	Hazard 1	9, 6, 4, 3, 2, or 1	• Precaution 1 • Precaution 2 • Etc.
	Hazard 2		• Precaution 1 • Precaution 2 • Etc.

8.2 Site-specific risks

The following site-specific risks have been identified for this project. These must be catered for in the contractor's health and safety plan (that which is applicable to their scope of work), and included in the site-specific risk assessment:

8.2.1 Traffic – restrictions, existing systems, site traffic

Traffic accommodation must be arranged with the principal agent.

8.2.2 Site security and access –

This is controlled by the individual contractor responsible.

8.3 Design risks

The following design risks have been identified by the designer for this project. These must be catered for in the contractor's health and safety plan (that which is applicable to their scope of work), and included in the site-specific risk assessment:

8.3.1 Excavations

8.3.2 Traffic Accommodation

8.3.3 Vehicle and mobile plants

9 Fines and Penalties

9.1 Minor Health or Safety Transgression

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Not wearing PPE; e.g. safety helmet, eye protection, high visibility vests or foot protection. Fine: R1000-00 will be issued to the contractor.

9.2 Serious Health or Safety Transgression

Not contributing to good housekeeping practices, improper stacking and storage, lack of supervision on site, failure to carry out risk assessments for tasks or activities, failure to carry out toolbox talks, failure to train employees in risk assessments and/or safe work procedures, failure to issue PPE to employees. Fine: R2000-00 will be issued to the contractor

9.3 Major Health or Safety Transgression

A life-threatening activity, condition, act or contribution by an employee in creating an unsafe working environment for himself or herself or other persons, failure to wear critical PPE (safety harness, eye protection, respiratory equipment, or as stipulated in the risk assessment).

Fine: Up to R3000.00 will be issued to the contractor

9.4 Repeat Offences

A contractor that receives more than three (3) major transgressions for the same offence and may, at the discretion of the project manager, be required to leave site

ANNEXURE A (Notification of Intention to Commence Construction Work)

ANNEXURE 2

NOTIFICATION OF CONSTRUCTION WORK

168

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Regulation 4 of the Construction Regulations, 2014

1. (a) Name and postal address of principal contractor:
(b) Name and telephone number of principal contractor's contact person:
2. Principal contractor's compensation registration number:
3. (a) Name and postal address of client:
(b) Name and telephone number of client's contact person or agent:
4. (a) Name and postal address of designer(s) for the project:
(b) Name and telephone number of designer's contact person:
5. Name and telephone number of principal contractor's construction manager on site appointed in terms of regulation 8(1):
6. Name/s of principal contractor's sub-ordinate manager on site appointed in terms of regulation 8(2):
7. Exact physical address of the construction site or site office:
8. Nature of the construction work:
9. Expected commencement date:
10. Expected completion date:
1. Estimated maximum number of persons on the construction site:
Total _____ Male _____ Female _____
12. Planned number of contractors on the construction site accountable to principle contractor:
13. Name(s) of contractors already chosen:

Principal contractor

Date

Client

Date

ANNEXURE B (Example: Appointment - Construction Supervisor)

APPOINTMENT OF A CONSTRUCTION MANAGER

CONSTRUCTION REGULATION 8 (1)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

8(1) The contractor shall appoint a full time, competent employee in writing as the construction supervisor with the duty of supervising construction work

APPOINTMENT

I, _____ (contractor's name), having been appointed in terms of section 16 (2) of the Occupational Health and Safety Act (85 of 1993) to ensure full compliance with the Act, do hereby appoint:

_____ (name of appointee), being a full-time employee, as the **Construction Manager** responsible for:

_____ (site address)
,to supervise construction work for the duration of the project/ contract or until you are relocated to another site/ project or leave the employ of the company.

You are reminded that you are required to be conversant with all relevant statutory provisions and regulations of the Occupational Health and Safety Act (85 of 1993) in the regard to carrying out of construction work.

Signature _____ Date _____

Designation _____

ACCEPTANCE

I, _____ (name of appointee)
hereby accept and understand the requirements of this appointment as **Construction Manager** and confirm that I have the necessary competence required and that I am conversant with all the relevant statutory provisions of the Occupational Health and Safety Act (85 of 1993).

Signature _____ Date _____

Designation _____

Certificate(s)
Training&CV _____

ANNEXURE C Inspection List

Inspections Required

No.	Inspection	By who	Frequency	Record
-----	------------	--------	-----------	--------

170

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

CHIEF ALBERT LUTHULI MUNICIPALITY

ELECTRIFICATION OF HOUSEHOLDS AND BULK SUPPLY IN VARIOUS WARDS BADPLAAS

Number ALMT23/2023

1	Excavations	Appointed Person	Daily before shift, plus other	Checklist
2	Construction Vehicles and Mobile Plant	Appointed Person	Daily	Inventory/ checklist
3	Electrical Installations (temporary)	Appointed Person	Weekly	Inventory/ checklist
4	Fire Equipment	Appointed Person	Manufacturer's spec	Inventory/ checklist
5	First Aid Box Contents	First Aider	Monthly	Inventory
6	Ladders	Competent Person	Monthly	Inventory/ checklist
7	Lifting Tackle	Appointed Person	3- monthly	Inventory/ checklist
8	Hand Tools	Appointed Person	Monthly	Inventory/ checklist
9	Portable Electrical Equipment	Appointed Person	Monthly	Inventory/ checklist
10	Health & Safety Rep	H&S Rep/ Safety Officer	Monthly	Checklist
11	Good Housekeeping	H&S Rep/ Safety Officer	Monthly	Report
12	Stacking and Storage	Appointed Person	Monthly	Report
13	Change Rooms and Toilets	H&S Rep/ Safety Officer	Monthly	Inventory/ checklist
14	Pneumatic Tools	Appointed Person	Monthly	Inventory/ checklist

ANNEXURE D (Recording and Investigation of Incidents)

**OCCUPATIONAL HEALTH AND SAFETY ACT, 1993
(ACT NO 85 OF 1993)
REGULATION 9 OF THE GENERAL ADMINISTRATIVE REGULATIONS
RECORDING AND INVESTIGATION OF INCIDENTS
A. RECORDING OF INCIDENT**

1. Name of Employer _____
2. Name of affected person _____
3. Identity Number of affected person _____
4. Date of incident _____ 5. Time of Incident _____

6. Part of the body affected*

Head or neck	Eye	Trunk	Finger	Head	
Arm	Foot	Leg	Internal	Multiple	
Sprains or strains	Contusions or wounds	Fractures	Burns	Amputation	

7. Effect on the person. *

ANNEXURE E (Section 37(2) – Agreement with Mandatory)

AGREEMENT WITH MANDATORY

OCCUPATIONAL HEALTH AND SAFETY ACT, (Act No 85 of 1993)

AGREEMENT WITH MANDATORY In terms of Section 37(1) and (2)

B. INVESTIGATION OF THE ABOVE INCIDENT BY A PERSON DESIGNATED THERETO

1 Name of investigator _____ 2 Date of investigation _____

3 Designation of investigator _____

WRITTEN AGREEMENT ENTERED INTO AND BETWEEN

(Hereinafter referred to as the Company) AND

CONTRACTOR

(Hereinafter referred to as The Contractor) Compensation Fund Number:

AGREEMENT WITH MANDATORY TO BE COMPLETED IN BLACK INK. INITIAL EACH PAGE AND ANY CHANGES.

Definition of MANDATORY

Includes an agent, a contractor or sub-contractor for work, but without derogating from his status in his own right as an employer or user.

Occupational Health and Safety Act (No. 85 of 1993)

1. You are requested to, as far as you reasonably can, comply with the requirements of the OHS ACT and Regulations.
2. Your attention is drawn to “**General Duties of Employers to their Employees**” as required by Sect 8 of the Act.
3. You are required to:
 - 3.1 Sign a written “**Agreement with Mandatory**” as required by Sect 37(1)(2) of the Act with us before you commence any work on my / our premises / site.
 - 3.2 Provide the **client / principal contractor** with a documented health and safety plan.
 - 3.3 Provide the **client / principal contractor** with written appointment of the person who is going to supervise the construction work as per Construction Regulation 6(1).

Note: Electrician to provide copy of certificate of registration as per Elect. Install Reg. 9(3).

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CHIEF ALBERT LUTHULI MUNICIPALITY

ELECTRIFICATION OF HOUSEHOLDS AND BULK SUPPLY IN VARIOUS WARDS BADPLAAS

Number ALMT23/2023

3.4 Provide the **client / principal contractor** with written designation of your nominated Health and Safety Representative as per Sect 17(1).

3.5 If you employ more than five (5) persons, you are required to provide your own First Aid Box. (General Safety Regulation 3 (2).)

3.6 If you employ more than ten (10) persons, you are required to provide your own qualified First Aider as per General Safety Regulation 3(4).

3.7 When working with hazardous chemical substances, comply with Hazardous Chemical Substances Regulation 3: *Note: Asbestos and Lead regulations are separate.*

3.8 When using a Materials Hoist , comply with Construction Regulation 17.

3.9 When using Lifting Machines and Lifting Tackle, comply with Driven Machinery Regulation 18.

3.10 When using Explosive Powered Tools, comply with Construction Regulation 19.

3.11 When using Scaffolding, Formwork and support work, comply with Construction Regulation 10 and 14.

3.12 When Excavating or Demolishing, comply with Construction Regulation 11 and 12.

3.13 When Welding, Flame Cutting, Soldering, comply with General Safety Regulation 9.

3.14 When working in confined spaces, comply with General Safety Regulation 5.

4. You are responsible for providing your own **legal safety documents and registers** to comply with the Act's requirements. *A copy of the OHS Act of 1993 should be available in the main contractors office.*

5. You are required to comply with General Safety Regulation 2(1) to (7) and provide employees with: personal protective equipment which will allow them to carry out their work in a safe manner, e.g. hard hats, safety belts, gloves, safe footwear, eye protection, ear protection, waterproof clothing etc.

5. Reporting of Incidents and Occupational Diseases shall be done as per General Admin. Regulation 6. (Also see Sect 24 of the Act.)

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

You are required to provide the **client** proof of registration with the Compensation Commissioner/Federated Employer's Mutual within seven (7) days after signing this agreement. Failure to do so would result in the **client** notifying the agent of the Commissioner to investigate and make an assessment of your wage return and the applicable levy you have to pay, which will be liable for a deduction from your monthly progress payments and paid over to the Commissioner. (Copies of proof of payment will be provided to the contractor) **See Section 89(1) of the COID**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

3.5 MANAGEMENT

C3.5.1 Applicable SANS and SABS standards

a) The following SANS 1921 Construction Works standards and associated specification data are applicable:

- i) SANS 1921-1, General
- ii) SANS 1921-2, Accommodation of traffic on public roads occupied by the contractor
- iii) SANS 1921-4, Third party management support
- iv) SANS 1921-5, Earthworks activities which are to be performed by hand
- v) SANS 1921 -6, HIV/AIDS Awareness

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
4.3.1	Refer to scope of works
4.7.3	No over break allowances for blasting is provided for
4.14.3	Refer to scope of works
4.14.5	The Contractor is required to provide latrine and ablution facilities



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

SANS 1921-5, Construction and management requirements for works contracts – Part 5: Earthworks activities which are to be performed by hand	
Clause	Specification Data
Essential Data:	
5.1	The depth of trenches which are to be excavated by hand is 1,5 metres
SANS 1921-6, Construction and management requirements for works contracts – Part 6: HIV/AIDS awareness	
4.2.1(a)	A qualified service provider is one that is accredited or a provisionally accredited training service provider in the HIV/AIDS field. A list of accredited service providers can be obtained from the Construction SETA (CETA) (tel 011-265 5900), Health and Welfare SETA (HWSETA) (011-622 6852) or on the Health and Welfare SETA website: www.hwseta.org.za
Additional clauses	
	The duration of each workshop is not to be less than 2 ½ hours.

C3.5.2 Planning and Programming

The time for completion will be 36 months, which includes the allowance for inclement weather. All statutory holidays for the Civil Engineering Industry falling within the authorised contract period, will be allowed as extensions to this period, but the Contractor will not be paid additional Time-Related charges for these days (Ref. PSA 8.4.1).

The Contractor shall submit to the Engineer within 14 days of the Commencement Date, a detailed programme setting out clearly the sequence of work, and the resources, which he intends to use.

C3.5.3 Environment

a) Sand and dust control

The Contractor shall, for the duration of the contract, take appropriate measures to control the dust and soil movement, which may arise due to his operations.

b) Precautions against Nuisance

Operations are being conducted in an urban area and in the presence of passing traffic. Precautions shall be taken to protect the public and to prevent unnecessary noise, dust or other nuisance.

Any rock or debris falling from trucks on the roads in use by the public shall be removed immediately. Precautions shall be taken to prevent fouling of public roads and completed construction by trucks transporting muddy material. The Engineer may order the Contractor to broom off and clean roads



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

continuously where the mud tracking of vehicles or falling debris may constitute a danger to the travelling public.

c) Silencing of Plant

Plant used on the Works shall be efficiently silenced and comply with the Noise Control By-Laws as appeared in the Administrator's Notice No. 1784 of 29 November 1978. Noise operations will be permitted only between the hours of 7:00 am and 5:00 p.m. Any work outside normal hours will be permitted only on the written authority of the Engineer, laid down in Clause 26 of the General Conditions of Contract.

C3.5.4 Accommodation of Traffic on Public Roads Occupied By the Contractor

The works involves the construction of new roadways and stormwater within an established residential community. The works will be undertaken in such a manner to provide access to residential property accesses and special attention must be drawn to the accommodation/deviation of traffic on the affected area of the works.

The need to accommodate the traffic safely and with the least amount of inconvenience to the travelling public is necessary throughout the construction period. The travelling public shall have the right of way on public roads and the Contractor shall make use of approved methods to control the movement of his equipment and vehicles so as not to constitute a hazard on the road.

Failure to maintain road signs, warning signs or flicker lights, etc, in a good condition shall constitute ample reason for the Engineer to stop the execution of the works until the road signs, etc, have been repaired to his satisfaction. The Contractor may not commence constructional activities before adequate provision has been made to accommodate traffic in accordance with the specifications.

C3.5.5 Testing, Completion, Commissioning, and Correction of Defects

Materials of work that do not conform to the approved samples submitted in terms of the General Conditions of Contract will be rejected. The Engineer reserves the right to submit samples to tests, to ensure that the material represented by the samples meet the specification requirements.

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

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

The Contractors attention is drawn to the provisions of the various Specifications regarding the minimum frequency of testing required. The Contractor shall at his own discretion increase this frequency where necessary to ensure adequate control.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

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

C3.5.6 Recording Of Weather

Daily temperature and rainfall data shall be recorded in the site diary, and a copy shall be provided to the engineer's representative on a weekly basis. A rainfall gauge shall be located at the contractor's site camp. Temperature readings shall be taken at commencement and closure of the site on a daily basis. Additional readings will be required during construction of layer works, concrete works and surfacing.

C3.5.7 Format of Communications

Communication throughout the contract will be undertaken via written communication either by fax, site instruction or post. Email communication will only be considered as proof of communication when followed up by a written communication on the letterheads of the author or via a site instruction. Request for inspection of the works will be accepted telephonically, however this request must be recorded in the site diary and site instruction book.

C3.5.8 Key Personnel

A schedule of key personnel to be employed with curriculum vitae of relevant experience shall be provided to the employers' representative prior to site handover.

C3.5.9 Management Meeting

The Engineer will conduct site meetings, prepare and circulate minutes, as determined by him at the beginning of the contract. The Contractor shall attend these meetings and shall ensure that when necessary, the required sub-contractor is represented. The approved minutes shall become part of the contract documents.

The Contractor shall be required to conduct safety meetings at intervals agreed to between the Employer or his Safety Agent and the Contractor as specified in the Health and Safety Specification bound in this document.

C3.5.10 Payment Certificates

The contractor shall submit to the engineer after the end of each month a statement in the required format, showing the estimated amount due to him, calculated in accordance with the General Conditions of Contract. The statement to be submitted by the contractor shall consist of 2 copies of the schedule of quantities.

C3.5.11 Protection of the Public

The Contractor shall at all times ensure that his operations do not endanger any member of the public.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

As the area is adjacent to a residential area the Contractor shall take special precautions to prevent public access to any danger areas on the Works, e.g. by temporary barricades and/or fencing.

C3.5.12 Site Visitors Book

A Site Visitors Book must be kept on site. All visitors visiting to the site must report to the site office and sign in the Site Visitors book before entering the construction site. The Agent and/or the Safety Officer must always accompany the Visitor. The Visitor must wear a hard hat, safety shoes and safety clothing when required.

C3.5.13 Information In Respect Of Plant

Information relating to plant on Site shall be recorded in the Daily Site Diary. In addition, the Contractor shall deliver to the Engineer, on a monthly basis, a detailed summary of construction plant kept on the Site, full particulars given for each day of the month. Distinction shall be made between plant in working order and plant out-of-order. Such inventory shall be submitted by the first day of the month following the month to be reported.

C3.5.14 Information In Respect Of Employees

Information relating to labour and management on Site shall be recorded in the Daily Site Diary, in addition, the Contractor shall deliver to the Engineer, on a monthly basis, a detailed summary of supervisory staff, labour employed (own and local labour) by category, and sub-contractors (both local and imported) for each day of the month. Such return shall be submitted by the first day of the month following the month to be reported.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C4 SITE INFORMATION

C4.1 Nature of Ground

The regional geology consists of located sediments of the Eccu Group that is part of the Karoo Supergroup. The sediments consist of shales, mudstones and sandstones. The information given is intended as a guide to the Tenderer, who must make his own independent assessment as to the nature of the ground conditions.

The Tenderer will be permitted to excavate trial holes in the area of the works at his own expense provided that they are properly safeguarded and reinstated. Should the Tenderer wish to excavate his own trial holes; he shall first ascertain, in conjunction with the Engineer, the position of any underground services, which may exist in the area. The Tenderer shall indemnify the Municipality against the cost of repairing any underground services damaged by the Tenderer or his agents, while carrying out such excavations.

C4.2 Spoil Material

No indiscriminate spoiling of material will be allowed. All unsuitable or surplus material shall be spoiled off site to a spoil site/municipal dump, chosen by the Contractor.

C4.3 Finishing – off the Site

The site shall be finished-off in accordance with the specifications as well as to the requirements of all applicable environmental standards.

C4.4 Existing Services

Although every effort has been made to depict existing services (water mains, electric cables, telephone cables etc.), as accurately as possible on the contract drawings, insofar as they are known, variations do arise and the Contractor shall exercise extreme care when working in the area. Items have been allowed in the Schedule of Quantities for dealing with and protecting services.

The Contractor shall take whatever precautions are required to protect these services from damage during the period of the Contract.

C4.5 Proving of Underground Services

It is stressed that all services in a particular area must be proven before commencing work in that area.

Insofar as bulk earthworks are concerned, where services are indicated on the drawings or where from site observations can reasonably be expected that such services are likely to exist where excavations are to take place, the Contractor shall without instructions from the Engineer carefully excavate by hand to expose and prove their positions.

When a service is not located in its expected position the Contractor shall immediately report such circumstances to the Engineer who will decide what further searching or other necessary action is to be carried out and shall instruct the Contractor accordingly.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CHIEF ALBERT LUTHULI MUNICIPALITY

ELECTRIFICATION OF HOUSEHOLDS AND BULK SUPPLY IN VARIOUS WARDS BADPLAAS

Number ALMT23/2023

Should any service be damaged by the Contractor in carrying out the works, and should it be found that the procedure laid down in this clause has not been followed than all costs in connection with the repair of service will be to the Contractors account.

Proving of services shall be completed at least two weeks in advance of the actual programmed date for commencing work in the area. The position of these services located must be co-ordinated and levelled by the Contractor, and the information given in writing to the Engineer's representative.

The requirements of this clause do not relieve the Contractor of any obligations as detailed under the General Conditions of Contract or the Special Conditions of Contract.

PART C5 SERVICE LEVEL AGREEMENT

181

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

This part of the tender document shall be completed on acceptance of the most responsive contractor.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2