

DIPALESENG LOCAL MUNICIPALITY



**APPOINTMENT OF A CONTRACTOR FOR CONSTRUCTION OF
ELECTRIFICATION OF 300(HH) HOUSEHOLDS AT RIDGE VIEW
TOWNSHIP.**

PROJECT No: DLM 04/2018

Tender closes on the 17th September 2018 at 12h00 PM

TENDERER:

TOTAL PRICE (INCLUDING VAT):

EMPLOYER:

The Municipal Manager
Dipaleseng Local Municipality
Private Bag x 1005
Balfour
2410

Contact Persons:

Technical – Mr. M. Mosese
Tel no: +27 (0) 82 652 9183

Procurement – Ms. N. Moela
Tel no: + 27 (0) 71 282 9446

COMPILED BY:

The Consulting Engineer
Imisebe Engineering Technologies
P.O. Box 25410
Nelspruit
1200

Contact Person: Mr. T.S. Zulu

Tel no: +27 (0) 73 096 9222
Fax no: +27 (0) 86 609 5995

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PART T1 : TENDERING PROCEDURES

T1.1 Tender Notice and Invitation to Tender

T1.2 Tender Data

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T1.1 : TENDER NOTICE AND INVITATION TO TENDER

It is required that tenderers should have a minimum CIDB grading designation of 4EP or higher.



The physical address for collection of tender documents is: Dipaleseng Local Municipality offices, Supply Chain Management Office, Balfour, 2410.

Tender documents for the above project will be downloaded free on eTenders and the municipal website as from **04 September 2018** and can be collected at Dipaleseng Local Municipality: Supply Chain Management Unit

A non-refundable tender deposit of R 250.00 payable in cash is required on collection of the tender documents.

Queries relating to the issue of these documents and administrative matters may be addressed to **Ms. N. Moela Tel No. +27 (0) 71 282 9446.**

A compulsory briefing session will take place at Dipaleseng Local Municipality Town Hall in Balfour on **07 September 2018 at 09h00 AM.**

The closing date and time of tenders is **17 September 2018 at 12h00 PM**. Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted.

Tenders may only be submitted on the tender documentation that is issued.

A preferential point system shall apply whereby this contract will be allocated to a bidder in accordance with the **Preferential Procurement Policy Framework Act, No 5 of 2000** and as defined in the conditions of bid in the bid document, read in conjunction with the Preferential Procurement Regulations, where 80 points will be allocated in respect of price and 20 points in respect of B-BBEE status level of contribution.

The Dipaleseng Local Municipality does not bind itself to accept the lowest or any bid, or to disclose any reasons for their decision. The municipality further reserves the right to accept the whole or share the bid should it deem fit.

Tenders, sealed and marked "PROJECT No.: DLM 04/2018: APPOINTMENT OF A CONTRACTOR FOR CONSTRUCTION OF ELECTRIFICATION 300(HH) HOUSEHOLDS AT RIDGE VIEW TOWNSHIP" may be deposited in the tender box located at Dipaleseng Local Municipality main entrance, Balfour before or on the above mentioned closing date and time.

.....
Ms. T.C. Mametja

Acting Municipal Manager

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T1.2 : TENDER DATA

The Conditions of Tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (refer: www.cidb.co.za) and included as Appendix A in this document. The Standard Conditions of Tender make several references to the Tender Data. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

Clause	Wording
F.1.1	The employer is Dipaleseng Local Municipality.
F.1.2	<p>The tender documents issued by the employer comprise:</p> <p>PART T1 : TENDERING PROCEDURES</p> <p>T1.1: Tender Notice and Invitation to Tender</p> <p>T1.2: Tender Data</p> <p>PART T2 : RETURNABLE DOCUMENTS</p> <p>T2.1: List of Returnable Documents</p> <p>T2.2: Returnable Schedules</p> <p>PART C1: AGREEMENTS AND CONTRACT DATA</p> <p>C1.1: Form of Offer and Acceptance</p> <p>C1.2: Contract Data</p> <p>C1.3: Form of Guarantee</p> <p>C1.4: Adjudicator's Agreement (if applicable)</p> <p>PART C2 : PRICING DATA</p> <p>C2.1: Pricing Instructions</p> <p>C2.2: Bills of Quantities</p>

	<p>PART C3 : SCOPE OF WORKS</p> <p>C3 Scope of Work</p> <p>C3.1 Description of the Works</p> <p>C3.2 Engineering</p> <p>C3.3 Procurement</p> <p>C3.4 Construction</p> <p>C3.5 Management</p> <p>C3.6 Annexes</p> <p>PART C4 : SITE INFORMATION</p> <p>APPENDICES <i>[List]</i></p>
F.1.4	<p>The Employer's agent is: Dipaleseng Local Municipality</p> <p>Name: Mr. M. Mosese</p> <p>The Directorate Technical Services</p> <p>Cnr Johnny Makoena Drive & Themba Shozi Street,</p> <p>Address: Private Bag x 1005 Balfour 2410</p> <p>Tel: 017 773 0055 Fax: 017 773 0169</p> <p>E-mail: mosesem@dipaleseng.com</p>
F.2.1	<p>Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders :</p> <ul style="list-style-type: none"> a) Availability of resources. b) Availability of skills to manage and perform the contract – including staff which satisfy EPWP requirements (if applicable). c) Previous experience on contracts of a similar value and nature. d) Financial standing and capability. (e) Registered with ECA, and CIDB
F.2.1	<p>Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a EP class of construction work, are eligible to submit tenders.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ul style="list-style-type: none"> 1. every member of the joint venture is registered with the CIDB; 2. the lead partner has a contractor grading designation in the EP class of construction work; and 3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a EP class of construction works.
F.2.1	<p>The following tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to submit tenders:</p> <ul style="list-style-type: none"> a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a EP Class of construction work, and

	b) contractors registered as potentially emerging contractors with the CIDB who are registered in one contractor grading designation lower than that required in terms of (1) above and who satisfy the following criteria :.....** Joint ventures are eligible to submit tenders provided that:
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	1. every member of the joint venture is registered with the CIDB;
	2. the lead partner has a contractor grading designation in the EP class of construction work; and
	3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a EP class of construction work, are eligible to submit tenders.

F.2.1	Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a EP class of construction work, are eligible to submit tenders.
F.2.7	The arrangements for a compulsory Briefing session are: Location: Dipaleseng Municipal Town Hall Date: September 2018 Starting time: 09h00 AM Confirmation of attendance to be notified at least one full working day in advance to: Name: Mr. T.S. Zulu Tel: 073 096 9222 Fax: 086 609 5995
F.2.13.3	Parts of each tender offer communicated on paper shall be submitted as an original, plus 0 (nil) copies.

F.2.13.5 F.2.15.1	The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are: Location of tender box: DIPALESENG LOCAL MUNICIPALITY Physical address: Cnr Johnny Mokoena and Themba Shoji Identification details: "DLM 04/2018: APPOINTMENT OF A CONTRACTOR FOR CONSTRUCTION OF ELECTRIFICATION OF 300(HH) HOUSEHOLDS AT RIDGE VIEW TOWNSHIP" Postal address: DIPALESENG LOCAL MUNICIPALITY Private Bag X 1005 Balfour 2410
F.2.13 / F.3.5	A two-envelope procedure will not be followed.

F.2.15	The closing time for submission of tender offers is stated in page 05 of this tender document.
F.2.15	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
F.2.16	The tender offer validity period is 90 calendar days.
F.2.17	The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
F.2.18	Access shall be provided for the following inspections, tests and analysis: Access shall be provided for inspections, test and analysis by prior arrangement with the Employer or Engineer.
F.2.19	The tenderer is required to submit the following certificates with his tender: 1.either a Certificate of Contractor Registration issued by the Construction Industry Development Board <i>OR</i> a copy of the Application Form for registration in terms of the Construction Industry Development Board Act (Form F006) <u>and</u> an original valid Tax Clearance Certificate issued by the South African Revenue Services. 2. Registration with ECA. 4. a certificate certifying that the enterprise has no undisputed commitments to a municipality or other service provider in respect of which payment is overdue by more than 30 days (if greater than R10 million incl. VAT); 5. particulars of any contracts awarded by an organ of state during the last five years including particulars of any material non-compliance or dispute concerning their execution over this period (if >R10 000 incl. VAT)
F.2.20	The time and location for opening of the tender offers are in accordance with F.2.15
F.3.11	The procedure for the evaluation for responsive tenders is Method 1 .

F.3.11	The procedure for the evaluation of responsive tenders is Method 2 . a) Scoring financial offer: The financial offer will be scored using Formula 1 (Option 1) where the value of W_1 is: 1) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R 50,000,000 or 2) 80 where the financial value inclusive of VAT of one or more responsive tender offers equals or is less than R 50,000,000.
	Tenderers are advised to study Appendix B: <i>DIPALESENG LOCAL MUNICIPALITY– SUPPLY CHAIN MANAGEMENT PROCUREMENT POLICY</i> when completing Schedule and claiming points.
F.3.13.1	Tender offers will only be accepted on condition that :

	<ul style="list-style-type: none"> a) If any pages have been removed from the bid document, and have therefore not been submitted, or a copy of the original bid document has been submitted. b) Scratching out, writing over or painting out rates, without initialling next to the amended rates or information, affecting the evaluation of the bid c) The use of correction fluid (i.e. tippex) or any erasable ink, eg. Pencil. d) Non-attendance of mandatory/compulsory briefing session e) All Bid documents/pages has not been properly signed by a party having the authority to do so, according to the example of "Authority for Signatory" f) No authority for signatory submitted – See example, where it is stated that a duly signed and dated original or certified copy of the company's relevant resolution (for each specific bid) of their members or their board of directors, must be submitted. g) the tenderer is registered with the Construction Industry Development Board in grading of 4EP or Higher h) The bidder attempts to influence, or has in fact influenced the evaluation and/or awarding of the contract i) the tenderer or any of its directors is not listed in 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; and j) the tenderer or any of its directors is not listed in 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; and k) the tenderer has not: <ul style="list-style-type: none"> i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect; and l) If bidder is not registered with Central Supplier Database at www.csd.gov.za m) The bid has been submitted either in the wrong bid box or after the relevant closing date and time n) If any municipal rates and taxes or municipal service charges owed by the bidder or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three months. o) Bid offers will be rejected if the bidder or any of his directors is listed on the Register of Bid 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. p) Bid offers will be rejected if the bidder has abused the CoM's Supply Chain Management System and failed to perform on any previous contract and has been given a written notice to this effect. q) Failure to attach a copy of a valid signed Joint Venture/Consortium agreement (if applicable) to the bid document r) s) has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially comprise the tender process.
F.3.18	The number of paper copies of the signed contract to be provided by the Employer is ONE (1).

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<p>PART T2 : RETURNABLE DOCUMENTS</p>
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T2.1 List of Returnable Documents

T2.2 Returnable Schedules

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T2.1 : LIST OF RETURNABLE DOCUMENTS
--

The following documents are to be completed and returned as they constitute the tender. Whilst many of the returnables 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**.

**1. RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES
(included hereafter for completion)**

Schedule : 1A	Compulsory Enterprise Questionnaire
Schedule : 1B	Authority of Signatory
Schedule : 1C	Certificate of Authority for Joint Ventures (if applicable)
Schedule : 1D	Record of Addenda to Tender Documents
Schedule : 1E	Personnel Schedule (if applicable)
Schedule : 1F	Schedule of Plant and Equipment available for the Contract
Schedule : 1G	Schedule of Work satisfactorily carried out by the Tenderer
Schedule : 1H	Schedule of Proposed Subcontractors
Schedule : 1I	Certificate of Attendance at Briefing session
Schedule : 1J	Proposed Amendments and Qualifications
Schedule : 1K	Preferential Procurement Schedule

[Add other schedules as required]

2. OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

Schedule : 2A	Certificate of Contractor Registration issued by the CIDB
Schedule : 2B	Proof of Authority of Signatory
Schedule : 2C	Original Valid Tax Clearance Certificate
Schedule : 2D	Joint Venture Agreement, if applicable
Schedule : 2E	Proof of registration for regional levies if preference is claimed for being registered in the DIPALESENG LOCAL MUNICIPALITY.
Schedule : 2F	Audited financials for the past three years or since the establishment of the enterprise, if required by law to produce annual financial statements (if >R10 000 incl. VAT);

- Schedule : 2G A certificate certifying that the enterprise has no undisputed commitments to a municipality or other service provider in respect of which payment is overdue by more than 30 days (if >R10 000 incl. VAT);
- Schedule : 2H Particulars of any contracts awarded by an organ of state during the last five years including particulars of any material non-compliance or dispute concerning their execution over this period (if >R10 000 incl. VAT);
- Schedule : 2I A statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion or payment from the municipality or municipal entity is expected to be transferred out of the Republic (if >R10 000 incl. VAT).

3. RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT (to be attached with submission)

4. OTHER SCHEDULES AND AFFIDAVITS THAT WILL BE INCORPORATED INTO THE CONTRACT (included hereafter for completion)

- C1.1 : The offer portion of the Form of Offer and Acceptance
- C1.2 : Contract Data (Part 2)
- C2.2 : Completed Bills of Quantities

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SCHEDULE 1A: COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record of service of the state

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

- | | |
|--|---|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> 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) |
| <input type="checkbox"/> a member of any provincial legislature | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | |
| <input type="checkbox"/> an official of any municipality or municipal entity | |

If any of the above boxes are marked, disclose the following: (insert separate page if necessary)

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

* Insert separate page if necessary

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

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

- | | |
|--|---|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> 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) |
| <input type="checkbox"/> a member of any provincial legislature | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | |
| <input type="checkbox"/> an official of any municipality or municipal entity | |

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

* Insert separate page if necessary

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

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

Signed Date

Name Position

Enterprise name

* The schedule should be used where tenders are subject to the local Government: Municipal Finance Management Act

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SCHEDULE 1B: AUTHORITY OF SIGNATORY
--

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation

A. Certificate for Company

I,, chairperson of the board of directors of
, hereby confirm that by resolution of the
 board **(copy attached)** taken on 20..., Mr. /Ms
 acting in the capacity of, was authorized to sign all documents in
 connection with this tender for contract and any contract resulting from it on behalf of
 the company.

As witnesses :

- | | |
|---------|------------------|
| 1. | Chairman : |
| 2. | Date : |

Tenderers must attach a copy of the Resolution of the Board - refer Schedule 2B.

B. Certificate for Partnership

We, the undersigned, being the key partners in the business trading as
 hereby authorize Mr/Ms,
 acting in the capacity of to sign all documents in connection
 with the tender for Contract and any contract resulting from it
 on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE : This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.

C. Certificate for Joint Venture

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

This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY
Lead partner		

D. Certificate for Sole Proprietor

I, hereby confirm that I am the sole owner of the business trading as
.....

As witnesses:

1. _____ Signature : Sole owner : _____
2. _____ Date : _____

E. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as hereby authorize Mr/Ms acting in the capacity of , to sign all documents in connection with the tender for Contract and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be completed and signed by all of the key-partners upon who rests the direction of the affairs of the Partnership as a whole.

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SCHEDULE 1C: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES (if applicable)

This returnable schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in joint venture and hereby authorize Mr/Ms
, authorised signatory of the company, close corporation or partnership
, 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		<div style="text-align: right; padding-right: 10px;"> Signature Name Designation </div>
		<div style="text-align: right; padding-right: 10px;"> Signature Name Designation </div>
		<div style="text-align: right; padding-right: 10px;"> Signature Name Designation </div>

NOTE: A copy of the Joint Venture Agreement showing clearly the **percentage contribution of each partner** to the Joint Venture shall be appended to this schedule.

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SCHEDULE 1D: RECORD OF ADDENDA TO TENDER DOCUMENTS

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

No.	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed Date

Name Position

Tenderer

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SCHEDULE 1E: PERSONNEL SCHEDULE

Job Description	Non-Local	Local
Contract Manager		
Site Agent		
Quantity Surveyor		
Surveyors		
General Foreman		
Foremen		
Community Officers		
Clerks		
Operators		
Bricklayers		
Learner Bricklayers		
Steel fixers		
Watchmen		
Gang Bosses		
Pipe Layers		
Labourers		
* Other		
* Other		
* Other		

* To be filled in by Tenderer

Signed

Date

Name
.....

Position

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**SCHEDULE 1F: SCHEDULE OF PLANT AND EQUIPMENT
AVAILABLE FOR THE CONTRACT**

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

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

Quantity	Description, Size, Capacity, etc

Attach additional pages if more space is required.

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

Quantity	Description, Size, Capacity, etc

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

**APPOINTMENT OF A CONTRACTOR FOR CONSTRUCTION OF ELECTRIFICATION
OF 300(HH) HOUSEHOLDS AT RIDGE VIEW TOWNSHIP.**

PROJECT NO.: DLM 04/2018

**SCHEDULE 1G: SCHEDULE OF WORK SATISFACTORILY
CARRIED OUT BY THE TENDERER**

The following is a statement of similar work successfully executed by myself/ourselves:

Employer, contact person and telephone number	Description of Contract	Value of Work Inclusive of VAT (Rand)	Date Completed

Signed

Date

Name

Position

**APPOINTMENT OF A CONTRACTOR FOR CONSTRUCTION OF ELECTRIFICATION
OF 300(HH) HOUSEHOLDS AT RIDGE VIEW TOWNSHIP.**

PROJECT NO.: DLM 04/2018

SCHEDULE 1H: SCHEDULE OF PROPOSED SUBCONTRACTORS

We notify you that it is our intention to employ the following Subcontractors to work on this contract. If we are awarded the contract we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us

We confirm that all subcontractors who are contracted to SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF ELECTRICAL INFRASTRUCTURE TO RETICULATE 300 RDP HOUSES AT RIDGEVIEW TOWNSHIP IN DIPALESENG LOCAL MUNICIPALITY are registered on ECA.

No.	Name and Address of Proposed Subcontractor	Nature and Extent of Work	Previous Experience with Subcontractor
1.			
2.			
3.			
4.			
5.			
6.			
7.			

Signed

Date

Name

Position

Tenderer

**APPOINTMENT OF A CONTRACTOR FOR CONSTRUCTION OF ELECTRIFICATION
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PROJECT NO.: DLM 04/2018

SCHEDULE 1I: CERTIFICATE OF ATTENDANCE AT BRIEFING SESSION

This is to certify that

..... (Tenderer)

of..... (address)

.....

was represented by the person(s) named below at the compulsory Briefing session held for all tenderers at .

..... (location) on(date), starting at

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

Particulars of person(s) attending the meeting:

Name	Signature
------------	-----------------

Capacity	
----------------	--

Name	Signature
------------	-----------------

Capacity	
----------------	--

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

Name	Signature
------------	-----------------

Capacity	Date & Time
----------------	-------------------

**APPOINTMENT OF A CONTRACTOR FOR CONSTRUCTION OF ELECTRIFICATION
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SCHEDULE 1J: 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 F.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the employer's handling of material deviations and qualifications.

Page	Clause or Item	Proposal

Signed

Date

Name

Position

Tenderer

APPOINTMENT OF A CONTRACTOR FOR CONSTRUCTION OF ELECTRIFICATION OF 300(HH) HOUSEHOLDS AT RIDGE VIEW TOWNSHIP.

PROJECT NO.: DLM 04/2018

SCHEDULE 1K: PREFERENTIAL PROCUREMENT SCHEDULE

Tenderers who wish to claim preference points in terms of Clause 3.11 of the Tender Data must complete the schedule and sign the Declaration at the end of the schedule. Failure on the part of the tenderer to fill in and/or to sign this schedule will be interpreted to mean that preference points are not claimed.

A. POINTS FOR BBBEE

Tenderers who wish to claim points for this goal must complete the attached scorecard.

No points will be awarded if the total percentage score is less than 40 %.

The 80/20 system for requirements with a Rand value not exceeding R50 000 000 (all applicable taxes included)

Core component of BBBEE	Indicators	% Raw Score	% Weighting	% Score
Direct Empowerment (Ownership and Control)				
Equity Ownership	% owned by black persons		30	
	% owned by black disabled persons		5	
	% owned by black women		10	
Management	% black persons in executive management and/or executive board and board committees		20	
Human Resources Department				
Employment Equity	Weighted employment equity analysis (% of black people as a proportion of total workforce)		5	
Skills Development	Skills development expenditure as a proportion (%) of total payroll		5	
Indirect Empowerment				
Preferential Procurement	Procurement from black owned and empowered enterprises as a proportion (%) of total procurement		15	
Residual				
Local Content	% local content in relation to the bid price		10	
Total Score Out of 100 %			100	

NB: The total score out of 100 % must be converted to a point out of a maximum of 20 points for BBBEE.

The 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

Core component of BBBEE	Indicators	% Raw Score	% Weighting	% Score
Direct Empowerment (Ownership and Control)				
Equity Ownership	% owned by black persons		20	
	% owned by female persons		20	
	% owned by youth		10	
Management	% black persons in executive management and/or executive board and board committees		0	
Functionality	Detailed Track Record of Contractor's ability with similar kind of projects		20	
Financial Status	Sound Financial Rating from a Banking Establishment or Audited Financial Statements		0	
Availability of Equipment	Demonstrate in a convincing manner the equipment available and that which will be sourced to carry out the implementation of the project		10	
Enterprise Development	Investment in enterprises, owned 100 % by black persons, as a proportion (%) of total assets		10	
Enterprise Development (continue)	% of profit shared by a black-owned enterprise as a consortium or joint venture for this contract or % of this contract that will be sub-contracted to a black-owned enterprise		0	
Residual				
Local Content	% local content in relation to the bid price		10	
Total Score Out of 100 %			100	

NB: The total score out of 100 % must be converted to a point out of a maximum of 10 points for BBBEE.

POINTS FOR LOCAL TENDERERS**B.1 Points Claimed**

Points will be awarded as follows:

Tenderers operating from the jurisdiction of DIPALESENG LOCAL MUNICIPALITY may claim 5 (50)

Points claimed:	=
------------------------	---	-------

The claim/award of points will be based on the information furnished in Section B2.

B.2 Declaration with regard to Locality

State full particulars of locality of enterprise as well as that of Head Office:

B.2.1 Address of head office of enterprise: Physical:

Postal:

.....

.....

.....

Telephone: Fax:

RSC levy payer's registration
number:

.....

NB: A Valid Levy Registration Certificate must be attached - refer Schedule 2E

B.2.2 Address of local enterprise within DIPALESENG LOCAL MUNICIPALITY:

Physical:

.....

Postal:

.....

.....

.....

Telephone: Fax:

RSC levy payers registration
number:

.....

B.2.3 Address of local enterprise withinMunicipality:

Physical:

.....

Postal:

.....

Telephone:

Fax:

RSC levy payer's registration
 number:

.....

Failure by the Tenderer to provide the information in Section B2 will result in no preference points being awarded for this category.

C. DECLARATION

I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm certify that points claimed, based on the equity ownership, indicated in paragraph 8 of the foregoing certificate, qualifies the firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct.
- ii) In the event of a contract being awarded as a result of points claimed, the contractor may be required to furnish documentary proof to the satisfaction of the employer that the claims are correct.
- iii) If the claims are found to be incorrect, the employer may, in addition to any other remedy it may have -
 - a) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct; and
 - b) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

1. _____
WITNESSES

SIGNATURE (S) OF TENDERER(S)

2. _____
WITNESSES

DATE: _____

ADDRESS _____

**APPOINTMENT OF A CONTRACTOR FOR CONSTRUCTION OF ELECTRIFICATION
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<p>SCHEDULE 2A: CERTIFICATE OF CONTRACTOR REGISTRATION ISSUED BY THE CIDB</p>
--

**APPOINTMENT OF A CONTRACTOR FOR CONSTRUCTION OF ELECTRIFICATION
OF 300(HH) HOUSEHOLDS AT RIDGE VIEW TOWNSHIP.**

PROJECT NO.: DLM 04/2018

SCHEDULE 2B: PROOF OF AUTHORITY OF SIGNATORY

**APPOINTMENT OF A CONTRACTOR FOR CONSTRUCTION OF ELECTRIFICATION
OF 300(HH) HOUSEHOLDS AT RIDGE VIEW TOWNSHIP.**

PROJECT NO.: DLM 04/2018

<p>SCHEDULE 2C: ORIGINAL VALID TAX CLEARANCE CERTIFICATE / APPLICATION FOR TAX CLEARANCE</p>

The tenderer must attach to this page an original Tax Clearance Certificate from the South African Revenue Services in respect of his/her company, close corporation or partnership. In the case of a joint venture between two or more firms, the tenderer shall attach an original/copy of the Tax Clearance Certificate for each of the joint venture partners.

**APPOINTMENT OF A CONTRACTOR FOR CONSTRUCTION OF ELECTRIFICATION
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SCHEDULE 2D: JOINT VENTURE AGREEMENT (Only if applicable)
--

**APPOINTMENT OF A CONTRACTOR FOR CONSTRUCTION OF ELECTRIFICATION
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PROJECT NO.: DLM 04/2018

<p>SCHEDULE 2E: MUNICIPAL LEVY PAYMENT</p>

The tenderer must attach to this page proof of registration with the Municipalities (local and/or district) as a payer of municipal levies.

**APPOINTMENT OF A CONTRACTOR FOR CONSTRUCTION OF ELECTRIFICATION
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SCHEDULE 2F: AUDITED FINANCIALS FOR THE PAST THREE YEARS

[ONLY IF AVAILABLE]

**APPOINTMENT OF A CONTRACTOR FOR CONSTRUCTION OF ELECTRIFICATION
OF 300(HH) HOUSEHOLDS AT RIDGE VIEW TOWNSHIP.**

PROJECT NO.: DLM 04/2018

<p>SCHEDULE 2G: A CERTIFICATE CERTIFYING THAT THE ENTERPRISE HAS NO UNDISPUTED COMMITMENTS</p>

[ONLY IF APPLICABLE]

**APPOINTMENT OF A CONTRACTOR FOR CONSTRUCTION OF ELECTRIFICATION
OF 300(HH) HOUSEHOLDS AT RIDGE VIEW TOWNSHIP.**

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<p>SCHEDULE 2H: PARTICULARS OF ANY CONTRACTS AWARDED BY AN ORGAN OF STATE DURING THE LAST FIVE YEARS</p>

[ONLY IF AVAILABLE]

**APPOINTMENT OF A CONTRACTOR FOR CONSTRUCTION OF ELECTRIFICATION
OF 300(HH) HOUSEHOLDS AT RIDGE VIEW TOWNSHIP.**

PROJECT NO.: DLM 04/2018

<p>SCHEDULE 2I: A STATEMENT INDICATING WHETHER ANY PORTION OF THE GOODS OR SERVICES ARE EXPECTED TO BE SOURCED FROM OUTSIDE THE REPUBLIC</p>

[ONLY IF APPLICABLE]

APPOINTMENT OF A CONTRACTOR FOR CONSTRUCTION OF ELECTRIFICATION OF 300(HH) HOUSEHOLDS AT RIDGE VIEW TOWNSHIP.

PROJECT NO.: DLM 04/2018

EVALUATION OF BID OFFERS

Step 1:

Bidders will firstly be evaluated on their responsiveness as follows:

A bid not complying with the peremptory requirements stated hereunder will be regarded as not being an "Acceptable bid", and as such will be rejected.

"Acceptable bid" means any bid which, in all respects, complies with the conditions of bid and specifications as set out in the bid documents, including conditions as specified in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and related legislation as published in Government Gazette number 22549, dated 10 August 2001, in terms of which provision is made for this policy.

1. If a tax clearance certificate or copy thereof (or in the case of a joint venture, of all the partners in the joint venture) has not been submitted with the bid document on closing date of the bid.
2. If any pages have been removed from the bid document, and have therefore not been submitted, or a copy of the original bid document has been submitted.
3. Failure to complete the schedule of quantities as required, i.e only lump sums provided.
4. Scratching out, writing over or painting out rates, without initialling next to the amended rates or information, affecting the evaluation of the bid.
5. The use of correction fluid (i.e. tippex) or any erasable ink, eg. pencil.
6. Non-attendance of mandatory/compulsory briefing session
7. The Bid has not been properly signed by a party having the authority to do so, according to the example of "Authority for Signatory"
8. No authority for signatory submitted – See example, where it is stated that a duly signed and dated original or certified copy of the company's relevant resolution (for each specific bid) of their members or their board of directors, must be submitted.
9. The bidder attempts to influence, or has in fact influenced the evaluation and/or awarding of the contract
10. The bid has been submitted either in the wrong bid box or after the relevant closing date and time

11. If any municipal rates and taxes or municipal service charges owed by the bidder or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three months.
12. The accounting officer must ensure that irrespective of the procurement process followed, no award may be given to a person –
 - a) who is in the service of the state, or;
 - b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder, is a person in the service of the state; or;
 - c) who is an advisor or consultant contracted with the municipality in respect of contract that would cause a conflict of interest.
13. Failure to provide:
 - a) Proof of CIDB registration of grading 4EP or Higher
14. Bid offers will be rejected if the bidder or any of his directors is listed on the Register of Bid 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.
15. Bid offers will be rejected if the bidder has abused DLM Supply Chain Management System.
16. Failure to attach a copy of a valid signed Joint Venture/Consortium agreement (if applicable) to the bid document.
17. Form of offer not completed and signed by the authorised signatory.

Step 2:

The following is the criteria that the Bidders will be evaluated for **Functionality:**

According to the MFMA Circular No. 53 of the Municipal Finance Act No. 56 of 2003, Bidders will also be evaluated on Functionality. **The minimum Score for functionality is 70%, 70 points out of 100.**

Table 1: Experience of Firm/s**(Maximum Points obtainable 40)**

Note: Proof of experience should be compiled in the form of the table indicated Section 4.2 of this document. Please attach proof of certified (Not OLDER than 3 Months) appointment Letters and Completion Certificates i.e from your firm or contractors who completed the works under your supervision. Failure to provide both appointment letters/work order plus completion certificate, will results in zero points.

Similar projects means Electrical construction projects that involves:

- i. Electrification Project
- ii. New or Upgrade of High Voltage Substation or Switching Station
- iii. New or upgrade of 11–132 KV High Voltage Power Line

Evaluation Criteria	Minimum Required		Points obtainable	Points Claimed
Points obtainable			40	
1. Construction Work				
Construction	Completed similar Project of value R 4 mil and above Project Description:		10	
Construction	Completed similar Project of value R 4 mil and above Project Description:		10	
Construction	Completed similar Project of value R 4 mil and above Project Description:		10	
Construction	Completed similar Project of value R 4 mil and above Project Description:		10	
Total			40	

Table 2: Plant and Equipment**(Maximum Points obtainable 20)**

Evaluation Criteria	Minimum Required	Elimination Factor	Points obtainable	Points Claimed
Plant & equipment	Load & Transport Truck (max 08 Ton) with hi-up		10	
	Cherry Picker Truck		5	
	Drilling truck (1 Ton)		5	
	1 Ton LDV		5	
Total			25	

Note: Proof (E Natis) must be provided that equipment is owned by your company (full point) or Leased (half point).

A special condition is that on appointment, it will be required that it must be proven that all the necessary technical equipment are available.

Table 3: Financial References**(Maximum Points obtainable 10)**

Evaluation Criteria	Evaluation Criteria	Elimination Factor	Points obtainable	Points Claimed
Company Financial References and Method Statements				
	Audited Financial Statements (Not older than 2 Financial Years).		3	
	Letter of intent for Guarantee. (Contractor)		2	
Total			5	

Table 4: Key Personnel**(Maximum Points obtainable 30)**

Evaluation Criteria	Minimum Required	Elimination Factor	Points obtainable	Points Claimed
Maximum Points			30	
1. Construction Site Supervisor				
Name:				
Years of experience after qualification (Note 1)	A maximum two page CV summarizing employment History and relevant work experience. (minimum of 3 years electrical work experience on 420V (3 Phase) networks)	No	10	
Certified Certificate	Electrician with Wireman's Licence (Registered as an installation electrician).	No	10	
Certified Certificate	ORHVS level 1-12	No	10	
Total			30	

Note 1: Certificates - Proof of all certificates in support of claims made above must be attached to this section.(5)

SUMMARY: COMPETENCE ACHIEVEMENT SCHEDULE

NOTICE TO TENDERERS: Service providers are required to score a minimum total points of 70% (70 Points out of 100) on functionality only, in order to be considered for further evaluation. Failure to score the minimum specified percentage for functionality will render the bid to be non- responsive.

DESCRIPTION	Table number	Maximum points to be allocated	Points claimed by Tenderer	Allocated points
Experience of Firm/s	1	40		
Plant and Equipment	2	25		
Financial References	3	5		
Key Personnel	4	30		
TOTAL		100		

Step 3:

SUPPLY CHAIN POLICY USING 80/20 PREFERENCE POINT SYSTEM

Note: In cases of joint venture submissions, a combined B-BBEE status will be used.

Description		Maximum points to be allocated	Points claimed by tenderer	Allocated points
Price (80 points)	Price	80		
	Sub total	80		
B-BBEE status (20 points)	B-BBEE status level of contributor	20		
	Sub total	20		
TOTAL		100		

**APPOINTMENT OF A CONTRACTOR FOR CONSTRUCTION OF ELECTRIFICATION
OF 300(HH) HOUSEHOLDS AT RIDGE VIEW TOWNSHIP.**

PROJECT NO.: DLM 04/2018

C1.1 Form of Offer and Acceptance

PART C1 : AGREEMENT AND CONTRACT DATA
--

C1.2 Contract Data

C1.3 Form of Guarantee

C1.4 Adjudicator's Agreement (if applicable)

C1.5 Safety Agreement

**APPOINTMENT OF A CONTRACTOR FOR CONSTRUCTION OF ELECTRIFICATION
OF 300(HH) HOUSEHOLDS AT RIDGE VIEW TOWNSHIP.**

PROJECT NO.: DLM 04/2018**C1.1 : FORM OF OFFER AND ACCEPTANCE****1. OFFER**

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

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

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

The offered total of the prices inclusive of Value-Added Tax is:

.....

.....

.....Rand (in words);

R..... (in figures).

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

Signature(s)

Name(s)

Capacity

for the **Tenderer**..... ..

(Name and address of organization)

Name and signature

of witness

Date

ACCEPTANCE

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

The terms of the contract are contained in

Part C1 : Agreements and contract data (which includes this agreement)

Part C2 : Pricing data

Part C3 : Scope of work

Part C4 : Site Information

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

Deviations from and amendments to the documents listed in the tender data and any addenda thereto, as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall, within two weeks after receiving a completed copy of this agreement including the schedule of deviation (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of the obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor), within five (5) working days of the date of such receipt, notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.¹

¹ As an alternative the following wording may be used :

Notwithstanding anything contained herein, this agreement comes into effect two (2) working days after the submission by the Employer of one fully completed original copy of this document, including the schedule of deviations (if any), to a courier-to-counter delivery / counter-to-counter delivery / door-to-counter delivery / door-to-door delivery / courier service (delete that which is not applicable), provided that the Employer notifies the Tenderer of the tracking number within 24 hours of such submission. Unless the tenderer (now contractor) within seven (7) working days of the date of such submission notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature(s)

Name(s)

Capacity

for the **Employer**
(Name and address of organization)

Name and signature
of witness Date

2. SCHEDULE OF DEVIATIONS

Notes:

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

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

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

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

APPOINTMENT OF A CONTRACTOR FOR CONSTRUCTION OF ELECTRIFICATION 300(HH) HOUSEHOLDS AT RIDGE VIEW TOWNSHIP.

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C1.2: CONTRACT DATA (PART 1)

The Conditions of Contract are the General Conditions of Contract for Construction Works (2015) published by the South African Institution of Civil Engineering (SAICE). Copies of these conditions of contract may be obtained from the SAICE Tel no.: (0)11 805 5947.

The General Conditions of Contract for Construction Works make several references to the Contract Data. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.

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

PART 1 : DATA PROVIDED BY THE EMPLOYER

Clause	Description
1.1.14 1.2.2	The Employer is the DIPALESENG LOCAL MUNICIPALITY The Employer's address for receipt of communications and notices is : Telephone: (017) 773 0055 Facsimile: (017) 773 0169 Address (Postal) : Private Bag x 1004 Balfour 2410
1.1.15 1.2.2	The Engineer is Imisebe Engineering Technologies The Engineer's address for receipt of communications and notices is : Telephone : 073 096 9222 Facsimile: 086 609 5995 E-mail : zuluts@gmail.com Address (Postal) : P.O. Box 25410 Address (Physical): Suite 308 Belmont Villas – Samora Machel Drive – Nelspruit Nelspruit 1200
1.1.13	The time for completing the works is 06 MONTHS
1.6 and 38	The special non working days are public holidays, Sundays and the year end break. These days will be excluded from time calculations.
1.6	The year end break commences on 16 December and ends on 02 January.

2.3	<p>The Engineer is required to obtain the specific approval of the Employer before executing any of the following functions or duties:</p> <p>a) The issuing of a variation order in terms of Clause 36.2.</p> <p>b)</p>
4.5.2	Replace the term "Safety" with "Occupational Health and Safety".
7	<p>The time to deliver the Deed of Guarantee is 14 days of the Commencement Date</p> <p>The Form of Guarantee is to contain the wording of the document included in C1.3.</p> <p>The liability of the Guarantee shall be for 10 % of the Tender Price.</p>
10	The Contractor shall commence executing the Works within 14 days of the Commencement Date.
12.2	The Contractor shall deliver his programme of work within 14 days of the Commencement Date.
35.1.1.2.2	The value of the materials supplied by the Employer to be included in the insurance sum is R0-00 (Nil).
35.1.1.2.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is R0-00 (Nil).
35.1.3	The limit of indemnity for the liability insurance required is R5 million.
37.2.2.3	The percentage allowance to cover overhead charges for work executed on a day-work basis is <i>[The Contractor should state the overhead charges in Part 2, otherwise 25 %].</i>
42.1	<p>The Works shall be completed within 06 months</p> <p><i>OR [choose one]</i></p> <p>The Works shall be completed in the portions as set out in the Scope of Works.</p> <p>Portion 1 within</p> <p>Portion 2 within</p> <p>The whole of the Works shall be complete within</p> <p>.....</p> <p><i>[The Contractor should state the time for completion in Part 2].</i></p>
43.1	<p>The penalty for failing to complete portion of the Works is R 3.75/R100 of contract value</p>
46.2	<p>The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values:</p> <p>The value of "x" is <i>[0,15]</i></p>

	<p>The values of the coefficients are :</p> <p>a = [0,25]</p> <p>b = [0,25]</p> <p>c = [0,40]</p> <p>d = [0,10]</p> <p>The urban area nearest the Site is Siyathemba Location/Township.</p> <p>The base month is</p>
46.3	Price adjustments for variations in the costs of special materials are allowed. Refer Contract Data (Part 2).
49.1.5	The percentage advance on materials not yet built into the Permanent Works is 80 %.
49.3	The percentage retention on the amounts due to the Contractor is 10 %.
49.3	<p>The limit of retention money is 5% [5 %] of the Contract Price. <i>[A monetary value usually decided in conjunction with the limit of the liability for the guarantee as requested in terms of Clause 7. For financially stronger contractors the liability for the guarantee is usually a higher percentage with the limit of retention at a lower amount. Also see 51.5.3 below.]</i></p>
49.6	A Retention Money Guarantee is permitted. Replace the term "Bank" with "Bank or Insurance Company" in Clauses 49.6.1 to 49.6.3.
53.1	The Defects Liability Period is 12 months measured from the date of the Certificate of Completion.
55.1.8	<p>Replace subclause with:</p> <p>The Contractor or anyone on his behalf or in his employ would pay, offer or offer as payment to any person in the employ of the Employer, or in the employ of the Engineer, a gratuity or reward or commission.</p>
Additional Conditions of Contract	<p>EXTENSION OF TIME FOR ABNORMAL RAINFALL (OPTION 1)</p> <p>Extensions of time in respect of clause 42 in respect of abnormal rainfall shall be calculated using the following formula for each calendar month or part thereof:</p> $V = (N_w - N_n) + \left(\frac{R_w - R_n}{X} \right)$ <p>Where:</p> <p>V = Extension of time in calendar days in respect of the calendar month under consideration.</p> <p>N_w = Actual number of days during the calendar month on which a rainfall of 10 mm or more has been recorded.</p> <p>N_n = Average number of days in the relevant calendar month , as derived from existing rainfall records, as stated in the Site Information, on which a rainfall of 20 mm or more has been recorded for the calendar month.</p> <p>R_w = Actual average rainfall in mm recorded for the calendar month under consideration.</p> <p>R_n = Average rainfall in mm for the calendar month as derived from existing rainfall records as stated in the Site Information.</p>

	<p>For purposes of the Contract Nn, Rn, X and Y shall have those values assigned to them in the Scope of Work.</p>
	<p>If V is negative and its absolute value exceeds Nn, then V shall be taken as equal to minus Nn.</p> <p>The total extension of time shall be the algebraic sum of all monthly totals for the period under consideration, but if the total is negative the time for completion shall not be reduced due to subnormal rainfall.</p> <p>Extensions of time for part of a month shall be calculated using pro rata values of Nn and Rn.</p> <p>This formula does not take account flood damage which could cause further or concurrent delays and will be treated separately as far as extension of time is concerned.</p> <p>The factor (Nw – Nn) shall be considered to represent a fair allowance for variations from the average in the number of days during which rainfall exceeds 10 mm. The factor (Rw-Rn) shall be considered to represent a fair allowance for variations from the average in the number of days during which the rainfall did not exceed 10 mm but wet conditions prevented or disrupted work.</p> <p>For the purpose of applying the formula, accurate rain gauging shall be taken at a suitable point on the Site and the Contractor shall at his own expense , take all necessary precautions to ensure that rain gauges cannot be interfered with by unauthorized persons.</p>
Additional Clause	<p>EXTENSION OF TIME FOR ABNORMAL RAINFALL (OPTION 2) N/A for this contract</p> <p>A delay caused by inclement weather conditions will be regarded as a delay only if, in the opinion of the engineer, all progress on an item or items of work on the critical path of the working programme of the contractor has been brought to a halt. Delays on working days only (based on a five-day working week) will be taken into account for the extension of time, but the contractor shall make provision in his programme of work for an expected delay of "n" working days caused by normal rainy weather, for which he will not receive any extension of time, where "n" equals days. Extension of time during working days will be granted to the degree to which actual delays, as defined above, exceed the number of "n" workings days as mentioned in the project specifications.</p>
Additional Clause	<p>MENTORING OF LEARNERS</p> <p>Definition</p> <p>Mentor means an experienced and trusted advisor appointed by the National Department of Public Works and tasked with the provision of assistance to the Learners and Learner Contracting Companies in the planning, execution and management of the on-site training projects.</p> <p>Objectives of mentorship services</p> <p>The National Department of Public Works' objective in appointing a Mentor is to:</p> <p>a) minimize the Public Body's risk of the projects not being constructed to stated requirements, within budget and on time;</p>

	<p>b) provide access to project and commercial expertise that Learner Contracting Companies may lack during the execution of the three projects which form an integral part of the EPWP Contractor Learner-ship Programme outlined in the Scope of Work.</p>
	<p>c) capacitate Learner Contracting Companies to successfully complete their contracts with the Public Body and to work independently and profitably; and</p> <p>d) identify learners who do not satisfy the requirements of the EPWP Learner-ship Programme and as such be removed from the programme.</p> <p>Authority of mentors</p> <p>The Mentor has no authority to relieve the Contractor or the Employer of any of his obligations under the Contract.</p> <p><i>The following is included as a contract falls under the EPWP programme</i></p> <p>Payment for the labour-intensive component of the works</p> <p>Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the scope of work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.</p> <p>Applicable labour laws</p> <p>The Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice N° R63 of 25 January 2002, as reproduced below, shall apply to works described in the scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.</p> <p>1. Introduction</p> <p>1.1 This document contains the standard terms and conditions for workers employed in elementary occupations on a Special Public Works Programme (SPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of a SPWP.</p> <p>1.2 In this document –</p> <p>(a) “department” means any department of the State, implementing agent or contractor;</p> <p>(b) “employer” means any department, implementing agency or contractor that hires workers to work in elementary occupations on a SPWP;</p> <p>(c) “worker” means any person working in an elementary occupation on a SPWP;</p> <p>(d) “elementary occupation” means any occupation involving unskilled or semi-skilled work;</p> <p>(e) “management” means any person employed by a department or implementing agency to administer or execute an SPWP;</p> <p>(f) “task” means a fixed quantity of work;</p> <p>(g) “task-based work” means work in which a worker is paid a fixed rate for performing a task;</p> <p>(h) “task-rated worker” means a worker paid on the basis of the number of tasks completed;</p>

	(i) "time-rated worker" means a worker paid on the basis of the length of time worked.
	<p>2. Terms of Work</p> <p>2.1 Workers on a SPWP are employed on a temporary basis.</p> <p>2.2 A worker may NOT be employed for longer than 24 months in any five-year cycle on a SPWP</p> <p>2.3 Employment on a SPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.</p> <p>3. Normal Hours of Work</p> <p>3.1 An employer may not set tasks or hours of work that require a worker to work–</p> <p>(a) more than forty hours in any week</p> <p>(b) on more than five days in any week; and</p> <p>(c) for more than eight hours on any day.</p> <p>3.2 An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.</p> <p>3.3 A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.</p> <p>4. Meal Breaks</p> <p>4.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.</p> <p>4.2 An employer and worker may agree on longer meal breaks.</p> <p>4.3 A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.</p> <p>4.4 A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.</p> <p>5. Special Conditions for Security Guards</p> <p>5.1 A security guard may work up to 55 hours per week and up to eleven hours per day.</p> <p>5.2 A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.</p> <p>6. Daily Rest Period</p> <p>Every worker is entitled to a daily rest period of at least eight consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.</p>

	<p>7. Weekly Rest Period</p> <p>Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by workers during their ordinary hours of work ("emergency work").</p>
	<p>8. Work on Sundays and Public Holidays</p> <p>8.1 A worker may only work on a Sunday or public holiday to perform emergency or security work.</p> <p>8.2 Work on Sundays is paid at the ordinary rate of pay.</p> <p>8.3 A task-rated worker who works on a public holiday must be paid –</p> <ul style="list-style-type: none"> (a) the worker's daily task rate, if the worker works for less than four hours; (b) double the worker's daily task rate, if the worker works for more than four hours. <p>8.4 A time-rated worker who works on a public holiday must be paid –</p> <ul style="list-style-type: none"> (a) the worker's daily rate of pay, if the worker works for less than four hours on the public holiday; (b) double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday. <p>9. Sick Leave</p> <p>9.1 Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.</p> <p>9.2 A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.</p> <p>9.3 A worker may accumulate a maximum of twelve days' sick leave in a year.</p> <p>9.4 Accumulated sick-leave may not be transferred from one contract to another contract.</p> <p>9.5 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.</p> <p>9.6 An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.</p> <p>9.7 An employer must pay a worker sick pay on the worker's usual payday.</p> <p>9.8 Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –</p> <ul style="list-style-type: none"> (a) absent from work for more than two consecutive days; or (b) absent from work on more than two occasions in any eight-week period.

	<p>9.9 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.</p> <p>9.10 A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.</p> <p>10. Maternity Leave</p> <p>10.1 A worker may take up to four consecutive months' unpaid maternity leave.</p> <p>10.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.</p>
	<p>10.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.</p> <p>10.4 A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.</p> <p>10.5 A worker may begin maternity leave –</p> <ul style="list-style-type: none"> (a) four weeks before the expected date of birth; or (b) on an earlier date – <ul style="list-style-type: none"> (i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or (ii) if agreed to between employer and worker; or (c) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health. <p>10.6 A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.</p> <p>10.7 A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the SPWP on which she was employed has ended.</p> <p>11. Family responsibility leave</p> <p>11.1 Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances -</p> <ul style="list-style-type: none"> (a) when the employee's child is born; (b) when the employee's child is sick; (c) in the event of a death of – <ul style="list-style-type: none"> (i) the employee's spouse or life partner; (ii) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

	<p>12. Statement of Conditions</p> <p>12.1 An employer must give a worker a statement containing the following details at the start of employment –</p> <ul style="list-style-type: none"> (a) the employer’s name and address and the name of the SPWP; (b) the tasks or job that the worker is to perform; and (c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract; (d) the worker’s rate of pay and how this is to be calculated; (e) the training that the worker will receive during the SPWP <p>12.2 An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.</p>
	<p>12.3. An employer must supply each worker with a copy of these conditions of employment.</p> <p>13. Keeping Records</p> <p>13.1 Every employer must keep a written record of at least the following –</p> <ul style="list-style-type: none"> (a) the worker’s name and position; (b) in the case of a task-rated worker, the number of tasks completed by the worker; (c) in the case of a time-rated worker, the time worked by the worker; (d) payments made to each worker. <p>13.2 The employer must keep this record for a period of at least three years after the completion of the SPWP.</p> <p>14. Payment</p> <p>14.1 An employer must pay all wages monthly into a bank account.</p> <p>14.2 A task-rated worker will only be paid for tasks that have been completed.</p> <p>14.3 An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.</p> <p>14.4 A time-rated worker will be paid at the end of each month.</p> <p>14.5 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.</p> <p>14.6 Payment in cash or by cheque must take place –</p> <ul style="list-style-type: none"> (a) at the workplace or at a place agreed to by the worker; (b) during the worker’s working hours or within fifteen minutes of the start or finish of work; (c) in a sealed envelope which becomes the property of the worker.

	<p>14.7 An employer must give a worker the following information in writing –</p> <ul style="list-style-type: none"> (a) the period for which payment is made; (b) the numbers of tasks completed or hours worked; (c) the worker's earnings; (d) any money deducted from the payment; (e) the actual amount paid to the worker. <p>14.8 If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it</p> <p>14.9 If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.</p>
	<p>15. Deductions</p> <p>15.1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.</p> <p>15.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.</p> <p>15.3 An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.</p> <p>15.4 An employer may not require or allow a worker to –</p> <ul style="list-style-type: none"> (a) repay any payment except an overpayment previously made by the employer by mistake; (b) state that the worker received a greater amount of money than the employer actually paid to the worker; or (c) pay the employer or any other person for having been employed. <p>16. Health and Safety</p> <p>16.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.</p> <p>16.2 A worker must –</p> <ul style="list-style-type: none"> (a) work in a way that does not endanger his/her health and safety or that of any other person; (b) obey any health and safety instruction; (c) obey all health and safety rules of the SPWP; (d) use any personal protective equipment or clothing issued by the employer; (e) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

	<p>17. Compensation for Injuries and Diseases</p> <p>17.1 It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on a SPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.</p> <p>17.2 A worker must report any work-related injury or occupational disease to their employer or manager.</p> <p>17.3 The employer must report the accident or disease to the Compensation Commissioner.</p> <p>17.4 An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.</p> <p>18. Termination</p> <p>18.1 The employer may terminate the employment of a worker for good cause after following a fair procedure.</p> <p>18.2 A worker will not receive severance pay on termination.</p>
	<p>18.3 A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.</p> <p>18.4 A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.</p> <p>18.5 A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.</p> <p>19. Certificate of Service</p> <p>19.1 On termination of employment, a worker is entitled to a certificate stating –</p> <ul style="list-style-type: none"> (a) the worker's full name; (b) the name and address of the employer; (c) the SPWP on which the worker worked; (d) the work performed by the worker; (e) any training received by the worker as part of the SPWP; (f) the period for which the worker worked on the SPWP; (g) any other information agreed on by the employer and worker.

APPOINTMENT OF A CONTRACTOR FOR CONSTRUCTION OF ELECTRIFICATION OF 300(HH) HOUSEHOLDS AT RIDGE VIEW TOWNSHIP.

PROJECT NO.: DLM 04/2018

C1.2 : CONTRACT DATA (PART 2)

PART 2 : DATA PROVIDED BY THE CONTRACTOR

Clause	Description												
1.1.8	The Contractor is..... <i>[Enter the Legal name of the Contractor].</i>												
1.2.2	<p>The Contractor's address for receipt of communications and notices is :</p> <p>Telephone: Facsimile:</p> <p>E-mail :</p> <p>Address (Postal) : Address (Physical) :</p> <p>.....</p> <p>.....</p>												
37.2.2.3	<p>The percentage allowance to cover all overhead charges is</p> <p><i>[Omit if the Employer has stated the overhead charges in C1.2, Part 1]</i></p>												
42.1	<p><i>[Omit if the Employer has stated the time for completion, in C1.2, Part 1]</i></p> <p>The Works shall be completed inmonths.</p> <p><i>[State the total number of days, weeks, months or years which must include the special non-working days and the year end break].</i></p> <p><i>OR [if completion in portions is required]</i></p> <p>The Works shall be completed for the portions as set out in the Scope of Works for :</p> <p>Portion 1 within</p> <p>Portion 2 within</p> <p>The whole of the Works shall be complete within</p>												
46.3	<p>The variation in cost of special materials is :</p> <table border="1"> <thead> <tr> <th>Type of Material</th><th>Unit</th><th>Rate or Price</th></tr> </thead> <tbody> <tr> <td>.....</td><td>.....</td><td>.....</td></tr> <tr> <td>.....</td><td>.....</td><td>.....</td></tr> <tr> <td>.....</td><td>.....</td><td>.....</td></tr> </tbody> </table>	Type of Material	Unit	Rate or Price
Type of Material	Unit	Rate or Price											
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**APPOINTMENT OF A CONTRACTOR FOR CONSTRUCTION OF ELECTRIFICATION
OF 300(HH) HOUSEHOLDS AT RIDGE VIEW TOWNSHIP.**

PROJECT NO.: DLM 04/2018

C1.3 : FORM OF GUARANTEE

Contract No.

WHEREAS THE DIPALESENG LOCAL MUNICIPALITY
(hereinafter referred to as "the Employer") entered into, a Contract with

.....

(hereinafter called "the Contractor") on the day of.....20

for the construction of

.....

at

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

AND WHEREAS

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

NOW THEREFORE WE,

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

1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Completion Date which the Employer may make, give, concede or agree to under the said Contract.
2. This guarantee shall be limited to the payment of a sum of money
3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.

4. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.
5. Our total liability hereunder shall not exceed the Guaranteed Sum of
.....(R.....)
6. The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon our liability hereunder shall cease.
7. We hereby choose our address for the serving of all notices for all purposes arising here from as
.....

IN WITNESS WHEREOF this guarantee has been executed by us at

on thisday of 20

As witnesses:

1. Signature

2. Duly authorized to sign on behalf of

.....

Address

.....

.....

**APPOINTMENT OF A CONTRACTOR FOR CONSTRUCTION OF ELECTRIFICATION
OF 300(HH) HOUSEHOLDS AT RIDGE VIEW TOWNSHIP.**

PROJECT NO.: DLM 04/2018

C1.4 : ADJUDICATOR'S AGREEMENT

[For use with GCC 2015 Contract]

This agreement is made on the day of between:

.....(name of company/organisation)

of

.....(address) and

.....(name of company/organisation)

of

..... (address)

(the Parties) and

..... (name)

of

..... (address)

(the Adjudicator).

Disputes or differences may arise/have arisen* between the Parties under a Contract dated

and known as

and these disputes or differences shall be/have been* referred to adjudication in accordance with the CIBD Adjudication Procedure, (hereinafter called "the Procedure") and the Adjudicator may be or has been requested to act.

IT IS NOW AGREED as follows:

1. The rights and obligations of the Adjudicator and the Parties shall be as set out in the Procedure.
2. The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the Procedure.

3. The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses in accordance with the Procedure as set out in the Contract Data.
4. The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.
5. The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.

SIGNED by: _____ Name: _____ Who warrants that he / she is duly authorised to sign for and on behalf of the first Party in the presence of _____ Witness _____ Name: _____ Address: _____ _____ Date: _____	SIGNED by: _____ Name: _____ who warrants that he / she is duly authorised to sign for and on behalf of the first Party in the presence of _____ Witness _____ Name: _____ Address: _____ _____ Date: _____	SIGNED by: _____ Name: _____ who warrants that he / she is duly authorised to sign for and on behalf of the first Party in the presence of _____ Witness _____ Name: _____ Address: _____ _____ Date: _____
--	--	--

Contract Data

1.	The Adjudicator shall be paid at the hourly rate of R..... in respect of all time spent upon, or in connection with, the adjudication including time spent travelling.
2.	The Adjudicator shall be reimbursed in respect of all disbursements properly made including, but not restricted to: <ol style="list-style-type: none"> a) Printing, reproduction and purchase of documents, drawings, maps, records and photographs. b) Telegrams, telex, faxes and telephone calls. c) Postage and similar delivery charges. d) Travelling, hotel expenses and other similar disbursements. e) Room charges. f) Charges for legal or technical advice obtained in accordance with the Procedure.
3.	The Adjudicator shall be paid an appointment fee of R This fee shall become payable in equal amounts by each Party within fourteen (14) days of the appointment of the Adjudicator, subject to an Invoice being provided. This fee will be deducted from the final statement of any sums which shall become payable under item 1 and/or item 2 of the Contract Data. if the final statement is less than the appointment fee, the balance shall be refunded to the Parties.
4.	The Adjudicator is/is not* currently registered for VAT.
5.	Where the Adjudicator is registered for VAT, it shall be charged additional in accordance with the rates current at the date of invoice.
6.	All payments, other than the appointment fee (item 3) shall become due seven (7) days after receipt of invoice, thereafter interest shall be payable at 5 % per annum above the Reserve Bank base rate for every day the amount remains outstanding.

APPOINTMENT OF A CONTRACTOR FOR CONSTRUCTION OF ELECTRIFICATION OF 300(HH) HOUSEHOLDS AT RIDGE VIEW TOWNSHIP.

PROJECT NO.: DLM 04/2018

C1.5 : SAFETY AGREEMENT

MEMORANDUM OF AGREEMENT CONCLUDED BY AND BETWEEN:

DIPALESENG LOCAL MUNICIPALITY

(HEREINAFTER REFERRED TO AS THE MUNICIPALITY)

herein represented by _____
in his capacity as _____
of the Municipality, he being duly authorized thereto _____
and

(hereinafter referred to as the Mandatary)

herein represented by _____
in his capacity as _____
of the Mandatary, he being duly authorized thereto _____

WHEREAS:

1. The Municipality and the mandatary entered into a written, alternatively oral agreement on the.....Day of20..... in terms of which the Mandatary undertook to carry out the following work for the Municipality , viz. (give a short description of the type of contract work to be done as well as the address where work will be done)

*(The said contract work is hereinafter referred to as the **Work**)*

2. The Occupational Health and Safety Act, Act 85 of 1993 as amended (hereinafter referred to as **the Act**) contains amongst others certain provisions with regard to the health and safety of people at work and in connection with the usage of plant and machinery, as well as the protection of other persons than persons at work against hazards to health and safety that originates from or in connection with the activities of persons at work.
3. Section 37(2) of the Act makes provision for the exclusion by the parties, by way of a written agreement, of supposition and accompanying liability of the Municipality as stipulated in section 37(1) of the Act.
4. The parties have reached consensus with regard to the terms and conditions to which they agree in terms of the provisions of section 37(2) of the Act.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS

1.

WRITTEN AGREEMENT

The parties herewith agree in terms of section 37(2) of the Act on the arrangements and procedures that must be followed to ensure compliance with the provisions of the Act by the Mandatary.

2.

ACKNOWLEDGEMENT BY THE MANDATARY

The mandatary acknowledge herewith that he is fully acquainted with the contents of the Act, as well as with all regulations and SABS codes of practice that have been made in terms of section 43 of the Act.

3.

UNDERTAKING BY MANDATARY

- (a) The Mandatary hereby undertakes and binds himself to the Municipality to ensure prompt and strict compliance with the provisions of the Act and the said regulations as well as with the provisions included in this Safety Agreement at all times during the execution of the Works
- (b) It is hereby recorded that the provisions of this Safety Agreement as set out hereinafter are in no way intended to restrict the duties of the Mandatary, nor to exempt the Mandatary from his obligation in accordance with the Act and the said regulations

4.

PERSONAL PROTECTIVE EQUIPMENT

- (a) It is compulsory to wear equipment for eye protection when working in an eye protection zone or where the Work requires eye protection.
- (b) It is compulsory to wear safety helmets when working in a safety helmet zone or where the Work requires safety helmets.
- (c) It is compulsory to wear hearing protection when working in a noise zone or where the Work requires hearing protection.
- (d) The wearing of other protective clothing and equipment as prescribed by the Occupational Health and Safety Officer of Dipaleseng Local Municipality is compulsory.
- (e) The Mandatary shall ensure that the statutory requirements are complied with at all times.

5.

FENCING AND GENERAL MACHINERY PROTECTION

No shield or fencing may be removed from or be moved at any machinery or installation without written permission.

6.

SCAFFOLDING, LADDERS, TOOLS, ET CETERA

The Mandatary without the written permission of the Municipality may use no equipment or tools that belong to the Municipality.

Except where agreed before hand the Mandatary shall provide enough tools and equipment to enable him to complete the Works and the Mandatary shall provide all storerooms, offices and eating halls that he may need. The Mandatary will be responsible for all his material on site.

In special case where the Municipality may lend equipment, tools or materials to the Mandatary, the Mandatary will use such equipment, tools and/or materials at his own risk and the Mandatary herewith indemnifies the Municipality against any liability of whichever nature or from any cause whatsoever, whether direct or indirect, that may arise from such usage.

7.

SERVICES AND WORKING METHODS

The written permission of the Chief Executive/Town Clerk of the Municipality shall be obtained where any work which must be undertaken by the Mandatary is connected with a working process or machinery or any other service in connection therewith, or may possibly affect it, before he commences with such work.

Approval shall be obtained from the Electrical Engineer of the Municipality before any equipment is connected to the electrical supply of the Municipality. All equipment shall be isolated before any equipment is connected to the electrical supply of the Municipality. It shall be isolated and be provided with earth leakage protection. Electrical machinery, portable electrical tools and portable lights must comply with the requirements of the applicable regulations.

Work permits must be issued in terms of the Occupational Health and Safety Act and Regulations when the nature of the work requires it. Permits must be issued by the relevant departmental head where necessary.

8.

EXCAVATIONS

Written permission for excavations shall be obtained from the Town Engineer of the Municipality and the Mandatary shall make sure of the existence and position of electrical cables, discharge pipes, gas lines, water conduits, et cetera before he commences with any excavation work.

All excavations and obstructions and/or any openings in platforms or floors shall be enclosed in a safe way and warning notices shall be erected to ensure absolute safety. An adequate number of red or orange caution lights shall be provided when it is dark or should bad light prevail.

The area surrounding excavations shall be kept in a safe, orderly and tidy condition. No loose material of whatever nature may be left in walkways or workplaces or be allowed to block walkways or workplaces.

Nobody may enter into any restricted area in which hazardous fumes or a shortage of oxygen exists without a permit giving permission to do so, issued by the head of the relevant department of the Municipality and until it has been certified safe for entrance by the Occupational Health and Safety Officer and the Health Inspector of the Municipality.

9.**RESTRICTION TO WORKPLACE**

Employees of the Mandatary shall be restricted to their workplaces except when they have to leave their area for work purposes or when they visit toilets.

10.**SUBCONTRACTORS**

The Mandatary shall ensure that all subcontractors receive a copy of this safety agreement and must ensure they comply with it.

11.**OCCUPATIONAL HEALTH AND SAFETY OFFICER AND THE REPORTING OF ALL ACCIDENTS**

The Occupational Health and Safety Officer of the Municipality is available for consultation and he will make periodical visits to the workplace of the Mandatary. Any hazardous occurrence or incident to the employees of the Mandatary that results in absence from work for a period longer than three days shall be reported in writing to the Occupational Health and Safety Officer of the Municipality within forty eight hours as well as to the Department of Labour as specified by the Act. Every user, employer, occupier, builder or excavator must, under this Act, keep record of all accidents that occur.

In the case of an accident that results in loss of life, nobody may disturb the scene of the accident or any articles involved in the accident prior to the arrival of the Occupational Health and Safety Officer and the Inspector, unless it is to prevent another accident from happening or the prevention of loss of life or to remove corpses.

The Occupational Health and Safety Officer will issue contravention notices to the Mandatary or a sub contractor when there is a non compliance and will specify the time in which it must be rectified.

The Occupational Health and Safety Officer will issue work stop notices to the Mandatary or sub contractor whenever he is of the opinion that the health and safety of any person at work is threatened or that the contravention notices are not adhered to.

12.**FIRST AID**

Where five or more persons are employed at a workplace, the Mandatary shall provide and maintain an adequately equipped first-aid box that meets the following requirements.

- (a) Every first-aid box shall contain the minimum contents as prescribed by the Occupational Health and Safety Act.
- (b) Nothing except articles and equipment required for first-aid purposes may be kept in the first-aid box.
- (c) Each first-aid box shall be kept in a place readily accessible in case of an accident.

All first-aid boxes shall be placed under control of a responsible person except where five or less persons are at work. The responsible person must be in the possession of a valid first-aid certificate issued by one of the following organizations:

- A South-African Red Cross Society
- B St. John's Ambulance Foundation
- C South-African First-Aid League

A notice indicating where the first-aid box is kept as well as the name of the person in charge, shall be affixed in a conspicuous place. The first-aid facilities of the Municipality may be used during emergencies.

13.

FIRE PREVENTION MEASURES AND STORAGE OF FLAMMABLE MATERIAL

The Fire department of the Municipality shall be notified before any welding, oxyacetylene welding, cutting, burning of paint or tar from floors or roofs is undertaken so that the necessary fire prevention measures can be arranged. All "NO SMOKING AND OPEN SURFACE FIRES/LIGHTS PROHIBITED" notices shall be adhered to. The Mandatary and his senior employee shall acquaint themselves and their fellow workers with the fire prevention measures of the Municipality, which will also include fire alarm notices and exits in case of fire, and they shall ensure that these rules are strictly complied with.

14.

COMPLETION OF WORK

Before the mandatary or his sub-contractors leaves the site they shall inform the Head of the relevant Department of the Municipality and obtain his/her written approval that the work has been completed satisfactory and that the site of the work is left in a good condition.

15.

SALVAGED MATERIAL AND EQUIPMENT

Any building demolished or equipment or materials that are salvaged whilst carrying out the work shall remain the property of the Municipality, unless the contract specifically provides otherwise.

16.

BREAKING OF THESE RULES AND POOR CONDUCT

The Mandatary is warned that no behaviour that causes danger to their own employees, to the employees of the Municipality or general public will be tolerated. The Occupational Health and Safety Officer of the Municipality reserves the right of the withdrawal of any employees of the Mandatary or Municipality from the premises in the case of any default or breach of the agreement and to order that the completion of the work be stayed, pending compliance with this agreement; alternatively to cancel the agreement referred to in par.2 in which event the Municipality will be entitled to appoint an alternative contractor to complete the work and recover the costs thereof from the mandatory, without prejudice to any alternative or additional right or action or remedy to the Municipality, to recover from the mandatory damages for the default or breach and the cancellation.

The senior employees of the Mandatary shall sign a note of acknowledgement of this safety agreement to certify that they have received the regulations as included herein and that they understand the regulations

17.**INTOXICATION**

Nobody that is in a state of intoxication or that is in any other condition that causes or may cause his/her incapability to control him/herself or persons under his control may and shall not be permitted on the premises of the Municipality. The Occupational Health and Safety Officer of the Municipality reserves the right to the withdrawal of any employees of the Mandatary or Municipality from the premises in the case of any transgression of this nature.

18.**CONFIDENTIALLY**

The Mandatary shall at all times treat data and information that have been made known to him or that he requires in connection with his work from the Municipality as confidential and he may not make unauthorized use thereof. He must also ensure that such data and information are not communicated to anybody else that is not an employee of the Mandatary without obtaining prior written approval from the Municipality and he must further ensure that such persons do in fact know that the said information is confidential and that they are obliged to treat it as such.

The Mandatary shall provide for adequate physical protection for any confidential documents, sketches, et cetera that he receives from the Municipality in connection with the work as well as for any copies thereof that he makes. He shall hand back all documents sketches and copies thereof to the Municipality upon completion of the work, or earlier, if so requested by the Municipality. The Mandatary shall inform the Municipality immediately should any such documents or sketches become lost.

19.**INDEMNIFICATION BY THE MANDATARY**

The following conditions will be applicable to the Mandatary:

- (a) The Mandatary is liable and herewith indemnifies the Municipality irrevocably and in full against any claim for loss or damage to property or arising from death or injury of any person and any associated loss or damage suffered, and against all lawsuits, claims, demands, costs, expenses, and charges that may arise when the said occurrences are caused on purpose or through the negligence, violation of legal obligations or failure by the Mandatary or its employees.
- (b) Whenever any of the employees of the Municipality is busy with work to, or with the supply of material that will be used during the execution of the work by the Mandatary, or otherwise busy with work under the instruction and supervision of the Mandatary, in as far as they may be negligent or fail to do there duty, they will be regarded as employees of the mandatary
- (c) All installations, equipment, hoisting-apparatus and other implements, scaffolding, ladders, material, et cetera that are borrowed from the Municipality by the Mandatary for usage during the execution of the work, will be used entirely at the risk of the Mandatary or employees of the Mandatary and the Mandatary herewith indemnifies the Municipality irrevocably and in full against any liability that may arise from such usage.

20.**AMENDMENTS MUST BE IN WRITING**

The parties agree herewith that this safety agreement is the only safety agreement between them and that no amendment thereof will be valid unless it is in writing and signed by both parties.

21**JURISDICTION AND LEGAL COSTS**

In the event of any legal action being instituted pertaining to the this agreement the party in default or breach will be liable for the other party's legal costs on the scale as between attorney and own client and the parties consent to the jurisdiction of the magistrate's court for purpose of any legal action being instituted.

PARTICULARS OF THE MANDATARY

Name (Mandatory) _____

C.E.O. (Section 16(1)) _____

ID NO _____

Designation _____

Name of Business _____

Address of Business _____

Tel number _____ (h) _____ (w) e-mail _____

Number of employees employed _____

Registration number as allocated to the Mandatory by the Workman's Compensation Commissioner

Date allocated

Thus done and signed on this _____ day of _____ 20

As witnesses:

_____ (Signature) _____ (Name in print)

_____ (Signature) _____ (Name in print)

_____ (Signature) _____ (Name in print)

THE MANDATARY

Thus done and signed on this _____ day of _____ 20

As witnesses:

_____ (Signature) _____ (Name in print)

_____ (Signature) _____ (Name in print)

_____ (Signature) _____ (Name in print)

THE MUNICIPALITY

Acknowledgement of receipt of the agreement:

THE MANDATARY

**APPOINTMENT OF A CONTRACTOR FOR CONSTRUCTION OF ELECTRIFICATION
OF 300(HH) HOUSEHOLDS AT RIDGE VIEW TOWNSHIP.**

PROJECT NO.: DLM 04/2018

PART C2 : PRICING DATA

C2.1 Pricing General notes

C2.2 Bills of Quantities

APPOINTMENT OF A CONTRACTOR FOR CONSTRUCTION OF ELECTRIFICATION OF 300(HH) HOUSEHOLDS AT RIDGE VIEW TOWNSHIP.

PROJECT NO.: DLM 04/2018

C2.1 : PRICING GENERAL NOTES

C 2.1.1 GENERAL NOTES

This Bill of Quantities forms part of, and must be read in conjunction with the specification and should be verified as submitted in the tender document

Tenderers SHOULD VERIFY the Bill of Quantities and the detailed unit rates and total amount for each item before signing this document.

The **"Total"** has constituted the tender price which also needs to be verified by the contractor.

Tenderers are advised to check the item extension and total addition as arithmetical errors occurring in the priced Bill of Quantities cannot be considered as having an effect on the tender amount.

No alteration, erasure or addition is to be made in the text of the Bill of Quantities. Should any alteration, erasure or addition be made it will not be recognized and the original wording of the Bill of Quantities will be adhered to. The use of "Tippex" or similar adjectives will not be accepted.

The Employer reserves the right to adjust any individual price and to rectify any discrepancy in the Bill of Quantities whilst the total tender price as given remains unaltered.

The Employer reserves the right to increase or decrease the extent of the Contract Works without restraint on total value of variations issued, by issuing written variation instructions to omit or add, as may be required, the supply and/or installation of any item of equipment or work whether listed in the Bill of Quantities or not, and without affecting the unit cost rates indicated in the Bill of Quantities or Provisional and General items.

The unit prices given in the Bill of Quantities includes for such small installation materials such as nuts, bolts, nails, saddles, screws etc. as are required for the satisfactory completion of the installation in accordance with the Specification.

Should the contractor wish to qualify his/her tender or offer alternatives, the qualifications and/or alternatives shall be separately detailed, shall refer to the Specification clause, drawing number or item in the Bill, shall be priced as an addition or omission to the Total Tender Price and must be submitted and discussed with the Engineer.

Where alternative prices for gear of different manufacture are given, the alternative prices must be furnished separately to the Bill of Quantities and must refer to the relevant item in the Bill of Quantities.

P.C., provisional and contingency allowance, items and sums shall be expended as directed by the Engineer and any balance remaining shall be deducted from the amount of the Contract sum. The contractor may not regard any unspent monies as forming part of the final Contract value.

Variation Instruction No. 1 will be issued after award of the Contract to omit all P.C., provisional, and contingency sums / allowances from the Contract and authorized Contract value.

Variation work as well as the items described above shall be measured as executed and paid for according to unit prices in the Bill of Quantities. Where unit prices are not available, the work will be priced in conjunction with the Engineer.

Unless otherwise specified in the Bill of Quantities, all items are priced on the basis of supply, delivery, offload, installation, connection, testing and commissioning.

All prices are exclusive of VAT, but inclusive of import duties, surcharges, commissions to third parties etc., where applicable. The foregoing items as well as the Contractors handling, financing and profit markup has not been separately detailed and are included in the cost rates.

Unless otherwise stated, all measurements are net in accordance with the drawing and allowance has been made for wastage.

The quantities given in the Bill for cable, earth wire laid with cable, overhead conductors, and excavations are subject to measurements on site after completion of the service and adjustments will be made according to the unit rates in the Bill.

All other quantities will not be re-measured on site.

In the event of discrepancies between the drawings, specifications and Bill of Quantities, the Engineer shall decide whether the work as executed shall be measured on site or whether re-measurement shall be effected from the working drawings only.

Notwithstanding anything to the contrary, the lengths of cables, conductors etc. as given in the Bills of Quantities have been measured from scaled drawings and therefore the Contractor must verify the actual lengths on site before ordering as no payment will be made for excess or incorrectly cut cable wire etc. before or after completion of the work. Any allowance for wastage and off-cuts must be included in the unit rates.

The final measurements shall be based on the net route length of the cable, overhead lines and conductors concerned.

In the event that the contractor disagrees with the measured quantities, the tender should be qualified accordingly, listing the items and quantities in question.

**APPOINTMENT OF A CONTRACTOR FOR CONSTRUCTION OF ELECTRIFICATION
OF 300(HH) HOUSEHOLDS AT RIDGE VIEW TOWNSHIP.**

PROJECT NO. DLM 04/2018

C2.2 : BILLS OF QUANTITIES

ELECTRIFICATION OF 300 RDP HOUSES AT RIDGEVIEW TOWNSHIP UNDER DIPALESENG LOCAL MUNICIPALITY				PRICE (EXCL VAT)		
1.1	Provision for compliance with all the General Conditions of Contract, Special Conditions of Contract, All necessary insurances required to adequately cover the works, Workmans Compensation, Travelling, Out-of-Town Allowance, Maintenance and Guarantee	Sum	1			
1.2	Establish facilities on site. The Contractor shall provide a fenced space with fence at least 1.8m high with a lockable gate for a temporary Site Office and Stores where all drawings and Specifications will be kept, as well as the provision of safe and secure staorage	Sum	1			
1.3	Facilities for Contractor :					
	a) Offices & storage sheds	Sum	1			
	b) Establishment of staff accommodation, office accommodation on site for site meetings and a Clerk of Works including office furniture and telephone / telefax as specified and facilities.	Sum	1			
	c) Ablution & latrine facilities	Sum	1			
	e) Water supplies, electric power & communications	Sum	1			
1.4	Removal of all items indicated above upon completion of construction and making good and restoring of the Site to the satisfaction of the Project Manager.	Sum	1			
1.5	Provision of "As Built" drawings.	Sum	1			
1.6	The Contractor shall make an order for one project signboard bearing the name of the project, the name and logo of the Client, and the Contractor.	Sum	1			
1.7	Provision for safety representative	Month	4			
1.8	Provision for on site training (learner programme)	Month	4	R 7,000.00		R 28,000.00
1.9	Provision of a project nameboard as per specification	Each	1			
1.10	Compliance with OH&S Act & Construction Regulations.	Sum	1			
1.11	Compliance with the Requirements for the Expanded Public Works Programme (incl. monthly reports).	Sum	1			
1.12	The Contractor shall make allowance to receive, transport to site, offload and stack the materials supplied to the contract. The rate shall also include the implementation and maintenance of a Materials Management System for the duration of the contract.	Sum	1			
1.13	Operate and Maintain Facilities on Site(Time Related Items)					
	Facilities for Contractor:					
	a) Offices & storage sheds	Month	4			
	b) Ablution & latrine facilities	Month	4			
	d) Water supplies, electric power & communications	Month	4			
1.14	Provision of office accommodation on site for site meetings and a Clerk of Works including office furniture and telephone / telefax as specified.	Month	4			
1.15	Contract management and full time supervision of the works	Month	4			
1.16	Community Liaison Officer conversant in Zulu and local cultural norms	Month	4	R 6,000.00		R 24,000.00
1.17	Contractor shall provide security guard/s to ensure the site including offices, storage sheds and all material are protected from theft or any damage. The Contractor needs to ensure that the above mentioned is guarded 24hrs a day.	Month	4			

The total for P&G is to be carried to the summary of prices

Item	Description		Unit	Quantity	Supply Rate	Install Rate	Total Price (R)
	Amount brought forward from previous page						
	Auxiliary Structures						
3.19	3Ph, Take off Vertical	1801	No	3			
3.20	3Ph, Take off 2.5m X-arm Wooden X-arm(RX)	1804	No				
3.21	2Ph, Take off (2.5m X-arm)	1814	No				
3.22	2Ph, Take off (2.5m X-arm)(RX)	1814	No				
3.23	3Ph take off (2 x 2.5m X-arm)	1805	No				
3.24	2Ph, Take off (2x2.5m X-arm)	1815	No				
3.25	Equipment Links-cut-out-2,5m Wood X-arm single pole	1848	No				
3.26	Section Links-cut-out-2,5m Wood X-arm single pole	1848	No	2			
3.27	Transformer - Single Pole mount (16-100kVA).	1860	No				
3.28	Transformer - Pole mounting out-of-line (16-100kVA) includes 1860 module, etc... as per EI067-MVL) and excludes transformer.	1866B	No				
3.29	Transformer 2-pole platform mount 100-200kVA - Gen. arrangement	1861	No	3			
3.30	MV Test (per transformer installation) Ref. SCSASABZ1		No	3			
3.31	MV Phasing of line, ensure correct phasing.	311	Sum	16			
	Supply and install MV Full tension Joints as per the DDT Standards						
3.32	Mink - Line splice	3228	Ea	18			
3.33	Allow for MV joints between different conductor types	3073	Ea	12			
3.34	Insulation Co-ordination and Bonding. The unit rate shall allow for the complete installation of a BIL lightning downwire on existing structures, including the excavation around the pole, the installation of a 3x3.5mm galvanised BIL downwire, installed down the pole in accordance with the Eskom standard, 03TB-34.	310	Ea				
	Total						

The total for MV Overhead is to be carried to the summary of prices

Item	Description	DDT Ref	Unit	Tender Quantity	Supply Rate	Install Rate	Total Price (R)
	Excavations and Compaction						
Note	<p>The excavations for service connections are measured elsewhere</p> <p>Determination of pole positions, excavate, and supply a mechanical boring device if required. The rate shall include backfilling, compaction to 93% MOD AASHTO density, and where necessary the supply and transportation of suitable ground as may be required to receive the desired compaction, except where cement is specified. Any damage to existing services shall be made good by the Contractor at his own expense and to the approval or the PM(C).</p> <p>Before excavation work begins the Contractor shall evaluate the stability of the ground before excavation begins. Contractor shall use warning signs, positioned next to an excavation within which persons are working or carrying out inspections. Ref CR (11)</p>						
4.21	Hole for 7m pole - 1.3m deep	0332	No				
4.22	Hole for 9m pole - 1.5m deep	0332	No	126			
4.23	Hole for 11m pole - 1.8m deep	0332	No				
4.24	Hole for 12m pole - 2.0m deep	0332	No	30			
4.25	Hole for MV stay - 1.5m deep	0350	No	31			
4.26	Hole for LV stay - 1.4m deep	0350	No	88			
4.27	Hole for MV strut - 1.8m deep	0342	No	5			
4.28	Hole for LV strut - 1.3m deep	0342	No	20			
	Rock excavation (the contractor is to provide adequate measures to ensure a rock hole be excavated to the correct depth to facilitate the correct infrastructure, this may include the excavation per rock hole by mechanical means viz. Compressors dependent on diesel fuel to accommodate Jackhammer drilling or blasting). These Rock Holes to be verified by the relevant Clerk of Works. Ref CR (11)		No				
4.29	Blasting		Each				
	Bush Clearing						
4.30	Provision for bush clearing by the accredited sub-contractor.		m				
	Pole Labels						
	Supply and install labels on all poles in accordance with the specifications including the provision of all fixing materials. Allow for pick-up, loading/offloading, transport from appropriate Eskom store. Labels to the Eskom Standard SCSSCAAP5, TQGHSP05 and TQCSS005. Dynatape, masking tape or Hand written with permanent marker type labels are not to be considered for operational labelling under any circumstances.						
4.31	Equipment labels		No	12			
4.32	Mosdorfer fuse rating labels (transformers)		No	3			
4.33	Fuse - "Warning. Open all fuses before working on line"		No	3			
4.34	Transformer Max fuse notification label			3			
4.35	Feeder Max Fuse notification label			3			
4.36	Danger Labels (transformers, links, anti-climbings)	3202	No	35			
4.37	LV Feeder Labels		No	6			
4.38	Pole Top Box Phase Labels		No	112			
	TOTAL : Carried forward to next page			TOTALS			

Item	Description		Unit	Quantity	Supply Rate	Install Rate	Total Price (R)
	General Items						
	Supply and install labels Spiral Vibration						
4.39	Spiral Vibration Dampers (Fox)	3175	Each				
4.40	Spiral Vibration Dampers (Hare)	3175	Each				
	Supply and Install Anti-Climbing Devices as per the latest DDT Standards.						
4.41	Anti-Climbing Device as per 05TI09. Including the removal of existing spikes. Galvanised wire per DDT3170. Galvanises staples per DDT3129. Install on trfr str, struts, parallel MV stay wires, recloser str, OOL trfr str, etc, structures where meter boxes or equipment is installed <2m above ground, any str having cable secured by means of strapping <0.5m apart, any climbable pole str, apparatus etc as per DDT standard.	0399	per str	35			
4.42							
4.43	Supply and Install, where MV & LV Earths are on the same structure, UV protected black PVC pipe of length 1.2m on each earth downwire, cutting the top and bottom of the pipe at 45deg, split the pipe so as to insert the MV/LV earth and installing clout nails at the bottom and top.		per str	8			
	TOTAL			TOTALS			

The total for overhead support is to be carried to the summary of prices

BILL NO 5 - LV OVERHEAD DISTRIBUTION LINES

ELECTRIFICATION OF 300 RDP HOUSES RIDGEVIEW TOWNSHIP AT DIPALESENG LOCAL MUNICIPALITY					PRICE (EXCL VAT)		
		DDT Ref	Unit	Quantity	Supply Rate	Install Rate	Total Price (R)
	LV ABC (INSULATED neutral)						
Note	The LV insulated neutral aerial bundle conductor system shall be in accordance with SABS 1418 and SABS 0198 and the Distribution Standard Part 3. Ref. EI-092-LVL						
Note	The unit rate per meter shall include the tensioning and stringing of the bundle in accordance with the sag and stress tables provided by the manufacturer with all plant, equipment and accessories required to erect an LV overhead bundled distribution line i.e. Drum trailer, winch, wind-off pulleys, pulling rope/cable with connection, dynamometer, slide-lock, sheathed synthetic-fibre belt, woven snatch belt, snatch block, tackle, shackle, etc.						
Note	Measured lengths for stringing shall be net line route lengths and unit rates shall include for sag, off-cuts, etc.						
	Supply, safely store and transport to site and string. The conductor will be delivered on sealed drums and adequate allowance shall be made for the correct handling thereof.						
	Ensure correct tooling - D 51 Hydraulic Crimping Tool and dies, a 13mm tube spanner with T – bar, Phase separators, Slings, Wide Grooved Pulleys, Steel Pulling Socks, Pulling Swivels, Rickie, Come-along and Dynamometers.						
5.1	Single phase ABC (35mm ² 2 core) - insulated neutral	3141	m	3900			
5.2	Dual phase ABC (35mm ² 3 core) - insulated neutral	3141	m				
5.3	Dual phase ABC (70mm ² 3 core) - insulated neutral	3141	m				
5.4	Three phase ABC (35mm ² 4 core) - insulated neutral	3141	m				
5.5	Three phase ABC (70mm ² 4 core) - insulated neutral	3141	m				
	LV STRUCTURES						
	Allow for the assembly of the following LV strain and suspension assemblies in accordance with the specifications shown in the drawings. Including all earthing, drilling of holes and treating of drilled holes. All LV ABC hardware, line connectors, PVC cable ties, nuts, bolts, washers, lock washers shall be allowed for in the appropriate item below. Excluding the supply and planting of poles, stays and struts, which are measured elsewhere. Use strain assembly when crossing roads.						
	Supply and install all the materials as specified for the following:						
5.6	Single Phase ABC Intermediate Assembly	1153	No				
5.7	Single Phase ABC Terminal Assembly	1154	No				
5.8	Single Phase ABC Strain Assembly (0-60 deg)	1155	No				
5.9	Single Phase ABC Strain Assembly (60-90 deg)	1156	No				
5.10.	Single Phase ABC Intermediate Suspension Assembly	1158	No				
5.11	Single Phase ABC Tee from Intermediate	1157	No				
5.12	Single Phase ABC Tee from Strain	1159	No				
5.13	ABC X Intermediate - Strain Assembly	1160	No				
	Amount carried over to next page						

Item	Description	DDT Ref	Unit	Tender Quantity			
5.13	Dual Phase ABC Intermediate Assembly	1145	No				
5.14	Dual Phase ABC Terminal Assembly	1146	No				
5.15	Dual Phase ABC Strain Assembly (0-60 deg)	1147	No				
5.16	Dual Phase ABC Strain Assembly (60-90 deg)	1148	No				
5.17	Dual Phase ABC Tee from Intermediate	1149	No				
5.18	Dual Phase ABC intermediate Suspension	1150	No				
5.19	Dual Phase ABC Tee from Strain	1151	No				
5.20.	Dual Phase ABC intermediate Strain Assembly	1152	No				
5.21	Three Phase ABC Intermediate Assembly	1100	No	74			
5.22	Three Phase ABC Terminal Assembly	1120	No	25			
5.23	Three Phase ABC Strain Assembly (0-60 deg)	1121	No	16			
5.24	Three Phase ABC Strain Assembly (60-90 deg)	1122	No	11			
5.25	Three Phase ABC Tee from Intermediate	1140	No	16			
5.26	Three Phase ABC intermediate Suspension	1141	No				
5.27	Three Phase ABC Tee from Strain	1142	No				
5.28	Three Phase ABC X intermediate Strain	1143	No				
	LV Fuse Switch Units						
	Supply, deliver to site, off load on site and safely store. The fused switch shall be supplied complete with the pole mounting bracket, nuts, bolts, washers, etc. for securing the unit to the wooden pole. The fuses shall be supplied with the fuse switch unit. Fuse ratings shall be as shown on the drawings. Install the on load fused disconnecting switch on the transformer structure including the drilling of holes as required, including the termination of the LV ABC to the unit. Fuse ratings below allow for 120% overload.						
	One fuse unit is for the transformer and one unit per LV feeder for isolation/protection.						
5.29	63A Single Phase Load disconnecting switch MORSDORPHER	309	No				
5.30.	160A Three Phase Load disconnecting switch MORSDORPHER	309	No	8			
	Amount carried over to next page						

Item	Description	DDT Ref	Unit	Tender Quantity			Total Price (R)
Note	Earthing of LV Network All MV transformer earthing is measured elsewhere and all LV earths per structure are measured with the structure. This section is intended for LV earths at transformers. Allowance shall be made for the testing (including earth loop impedance) of the earth resistance for the entire reticulation system in accordance with the TN-C-S earthing system as defined in the Distribution Standard Part 2 and any earth tests which may be required in terms of the standard and detailed specifications. Use 2 x H-Crimps - neutral connection point.						
		637					
5.31	LV Earth (Crowsfoot)	627	No	10			
5.32	LV Earth (single point)	642	No	28			
	LV Pole Mounted Service Boxes (Outdoor) Supply and install on a wooden and/or concrete pole a pole mounted distribution box as specified complete with pole mounting brackets, cable ties, PG clamps, miniture circuit breaker(s), neutral, phase and earth bars, insulated copper tails for connecting to LV ABC, insulation piercing connectors and factory installed cable openings. Included shall be the stainless steel strapping and buckles and terminations of the tails onto the LV ABC.						
5.33	BOX,POLE TOP SPLIT METER 2-WAY 50A D3055	3055	No	54			
5.34	BOX,POLE TOP SPLIT METER 4-WAY 50A D3055		No	58			
	Testing Allowance shall be made for the testing of each LV ABC distributor on accordance with the project specification. Included shall be the provision of test certificates and all documentation as required.						
5.35	LV Test, per zone. Ref. SCSASABZ1		No	7			
	General						
5.36	Supply and install ABC Full tension Joints as per the DT Standards - Single phase ABC (35mm ²)		Ea				
5.37	Supply and install ABC Full tension Joints as per the DT Standards - Dual phase ABC (35mm ²)		Ea				
5.38	Supply and install ABC Full tension Joints as per the DT Standards - Three phase ABC (35mm ²)		Ea				
5.39	Phasing: Allow for verification of the customer phasing as per the Construction drawings.		zone	300			
	TOTAL			TOTALS			

The total for LV Overhead is to carried to the summary of prices

BILL NO 6 - HOUSE CONNECTIONS					
ELECTRIFICATION OF 300 RDP HOUSES AT RIDGEVIEW TOWNSHIP UNDER DIPALESENG LOCAL MUNICIPALITY				PRICE (EXCL VAT)	
		Unit	Quantity	Supply Rate	Install Rate
6.1 <					

The total for house connections shall be carried to the the summary of prices

BILL NO 7 - DISMANTLING AND REMOVAL

ELECTRIFICATION OF 300 RDP HOUSES AT RIDGEVIEW TOWNSHIP UNDER DIPALESENG LOCAL MUNICIPALITY							
				PRICE (EXCL VAT)			
		Detail Ref	Unit	Quantity	Supply Rate	Install Rate	Total Price (R)
	Recovering of Transformers, Structures, Insulators and Line Hardware Allow for the disassembly , removal transport to site store & to New Germany and booked back to stores with the relevant documentation. Include the backfilling consolidation and levelling of soil from excavation at the site of recovery.						
7.1	Transformers		No				
7.2	Woodpoles MV incl. crossarms, insulators & hardware		No				
7.3	Stays assemblies complete (LV/MV)		No				
7.4	Cross Arms, including assembly, accessories etc		No				
7.5	Fox Conductor		m				
TOTAL							

FINAL SUMMARY					
ELECTRIFICATION OF 300 RDP HOUSES AT RIDGEVIEW TOWNSHIP DIPALESENG LOCAL MUNICIPALITY					
Item	Description	Check	Total Supply	Total Install	Total Price (R)
1	PRELIMINARY AND GENERAL				
2	MEDIUM VOLTAGE SWITCHGEAR, SECTIONALISERS, TRANSFORMERS, ETC.	Ok			
3	MEDIUM VOLTAGE OVERHEAD DISTRIBUTION SYSTEM	Ok			
4	SUPPORT FOR OVERHEAD RETICULATION	Ok			
5	LOW VOLTAGE OVERHEAD DISTRIBUTION LINES	Ok			
6	CUSTOMER SERVICES AND GENERAL	Ok			
7	DISMANTLING	Ok			
	TOTAL OFFER EXCLUSIVE OF BLASTING (excluding VAT)				

Sub Total 1		
5% Contingency		
Sub Total 2		
15% VAT		
GRAND Total		

APPOINTMENT OF A CONTRACTOR FOR CONSTRUCTION OF ELECTRIFICATION OF 300(HH) HOUSEHOLDS AT RIDGE VIEW TOWNSHIP.

PROJECT NO.: DLM 04/2018

C3.1 : DESCRIPTION OF THE SCOPE OF WORKS

C3.1.1 EMPLOYER’S OBJECTIVES

The employer’s objective is to electrify 300 RDP houses at Ridgeview township.

To supply, deliver, install, test and commission electrical infrastructure to reticulate 300 RDP houses.

C3.1.2 EXTENT OF THE WORKS

PROJECT TECHNICAL SPECIFICATION (SCOPE OF WORK)

1. Description of the works
2. Work to be performed by the Contractor for works
3. Work and things for the works supplied by the Employer
4. Programme
5. Completion
6. Quality management
7. Safety management
8. Environmental management
9. Site services and procedures
10. Restrictions applicable to the Contractor
11. Title to site materials
12. Specifications

C.3.1.3.1 DESCRIPTION OF WORKS

The works include the supply of labour, transport, materials, supervision, plant, equipment and consumables to electrify 300 RDP houses at Ridgeview township - under Dipaleseng Local Municipality.

- Erection of MV infrastructure (line & transformers)
- Erection of LV infrastructure (lines, meter installations & service cables)
- Testing of the completed works and commissioning thereof
- Updating the As Built Drawings

C3.1.3.3 WORK TO BE PERFORMED BY THE CONTRACTOR FOR THE WORKS SCOPE

C3.1.3.3.1 General Principles

The design has been done bearing in mind the most cost effective approaches to enable a large area of the locations to be electrified.

C3.1.3.3.2 Outline of work required

- a. Community liaison
- b. Installation
- c. Commissioning
- d. Hand over

C3.1.3.3.3 Statutory requirements and Standards

All activities shall comply with the statutory requirements and where possible within the ambit of the relevant guidelines, inter alia:

- a) The Occupational Health and safety (OHS) Act 85 of 1993
- b) The principles of the Distribution Standards (Eskom) & those of Dipaleseng Local Municipality
- c) The requirements of the relevant Eskom and Dipaleseng Local Municipality Standards in force at the time of tender i.e. Distribution Standards.

C3.1.3.3.4 Material

All the materials offered are to conform to the **Technical Requirements of Eskom & Dipaleseng Local Municipality** and they are to be procured from **Eskom / DLM Approved Suppliers**, and shall be new and of the best quality. Any deviation or variance from the above to be approved by the Engineer or his representative on site.

Where specific site circumstances require non-standard material application and / or due to shortcomings of the standard package, the designer, contractor shall develop "ad hoc" packages and submit these to the Engineer for approval before implementation.

Where materials other than those in the standard design packages are offered, the "Tendered Material and Technique" schedule shall be completed as part of the tender.

Marked Conductor

Only marked conductor may be used on these projects.

Marked conductor may only be obtained from the approved manufacturers (list can be provided on request).

Tenderers must use the conductor prices as obtained from the approved manufacturers, i.e. **MV Bare Mink conductor, Aerial Bundle Conductor (ABC) & Airdac cable**

The waste and off-cuts have been allowed in the bill of materials.

The successful tenderer (Contractor) must procure marked conductor from an approved manufacturer, on behalf of Council i.e. **Bare Mink, ABC and Airdac.**

Council will maintain ownership of the marked conductor at all times.

Conductor manufacturers may sell marked conductor only to those contractors who can prove that it will be used on Council's projects. Council will provide such contractor with the necessary proof, indicating the name of the project and the quantities required.

The contractor provides for the necessary transport arrangement to deliver conductor to site.

The contractor arranges for returning unused marked conductors to the supplier, should there be any.

The contractor returns all waste and off-cuts to the Municipality

An accredited Distributor may only be included in the supply chain if:

- The Distributor is an approved / accredited Distributor of the Manufacturer
- No marked conductor will be sold to anyone without a letter being presented to the manufacturer
- Marked conductor will be delivered directly to the contractor/ site
- No marked conductor may be at the premises of the Distributor

The Distributor merely arranges the deal, and the process as currently being applied, remains unchanged.

C3.1.3.3.5 Earthing

The *Contractor* will be responsible for ensuring that soil resistivity tests are carried out, and earthing be as per supplied drawings bearing in mind the Eskom MV Distribution Earthing Standard Part 2.

C3.1.3.3.6 Clearances and shared structures

As per Eskom MV / LV Distribution Standards.

C3.1.3.3.7 Equipment and Structures

The Contractor is to ensure that structures are uncluttered and that working clearances are maintained with regard to the amount of equipment installed and shall ensure that provision is made for safe and easy operational practice. This is especially pertinent to strain poles, switching points and transformer structures.

C3.1.3.3.8 Site Visits

A site diary will be signed by all personnel visiting the site. Deviations will be reported to the *Project Manager*.

(The Municipal technical personnel will be granted full and unconditional access)

C3.1.3.3.9 Specification for "AS- BUILT" Plans (Rev. 41999-10-25)**i. Main Objective**

The main objective behind the requirement for the provision by the *Contractor* of "as-built" information is to provide the computerized mapping service for the Marketing, Planning, Survey Records, Construction and Maintenance of Urban /Rural reticulation projects.

ii. Software requirements

All layout and reticulation designs are to be captured onto CAD using Microstation.

NOTE: Some services i.e. Telkom lines or pipelines may be shown on the plans. These services must be considered incomplete and the Tenderer must verify the services indicated. **Any damage to any services during the contract is for the *Contractor's* account.**

C3.1.3.3.11 Community Involvement

I. Generally

- ❖ In all Council's activities (electrification, customer services etc) Council involves the community, be it for prioritizing, identifying projects, advice or information.
- ❖ *Contractor* must follow the established Council methods and channels
- ❖ *Contractor* must organize all community meetings in respect of the project.
- ❖ This community involvement system must be understood and accepted by the Contractor
- ❖ In any activity whatsoever the community by way of its structures (towship representatives, local and district electrification committees) should be notified and involved.

II. Implementation of Councils Policy

The following aspects of Councils intentions regarding community oriented projects.

- Promotion of community participation
- Retention directly and indirectly of a significant portion of capital expenditure within the community
- Development of local entrepreneurs (Contractors)
- Transfer of administrative, managerial, technical and commercial skills.

C3.1.3.3.12 Excavation

Due to excavations being entirely the Contractors risk, Contractors must make themselves fully aware of the soil conditions during the **Tendering phase.**

Contractors are advised to obtain as much information as possible regarding the soil conditons in the areas, **as no claims will be entertained should excavations prove to be more difficult than what contractors allowed for in their Tender Submission.**

No extra compensation for rock excavation and or blasting will be considered.

C3.1.3.3.13 Material

- All material received shall be neatly stored in clearly defined areas to facilitate checking of quantities and quality. Receipt slips shall be forwarded to Employer' Agent on collection and a record shall be kept on site of the total quantities of materials received. Such records will be subject to audit by Employers Agent. The Employer/ Agent will not be held responsible for any construction delays resulting from loss of materials.
- All surplus, including off-cuts of phase and earth conductors shall be collected by the Contractor on completion of each scheme and returned to Employer's Operational Store
- Loss, theft or damage to material shall be for the account of the Contractor.
- The Contractor shall have no claim against Employer in respect of delay and disorganization of work due to late deliveries of materials
- It is the Contractors responsibility to ensure that delays in deliveries of materials are brought to the notice of Employer Agent Project Manager immediately
- The Contractor shall maintain a record of material receipts, on hand and where used at the storage premises at all times.
- The Employer Agent Project Manager shall be allowed free access to audit and inspect such site stores.
- The Contractor shall ensure that all materials required for the completion of this Works, shall be timeously ordered and delivered in time.
- No person shall be allowed or permitted access to the material storage area without the written consent of the Project manager
- The Contractor shall not release any material received by this store to any person, including Employer personnel, without the written permission of the Project Manager. In the event of such permission being granted, date, time, quantity and recipient shall be noted, and signed for the person removing the material

C3.1.3.3.14 PROGRAMME, PLANNING, REPORTING & MEETINGS

The Contractor shall submit a programme in the form of an activity schedule, which itemizes the Works and indicates the Rand value and the duration/ completion of each activity.

Report Requirements:

A two weekly progress report containing:

- Performance to date
- Problems experienced
- Priorities for the next two weeks
- Corrective actions necessary and needed

Has to be sent to the Employer'

The following feedback is also required by the above-mentioned responsible person:

- Physical progress on all aspects of the project every Friday before 10H00

Meetings:

It is envisaged that the Contractor will be attending the following meetings:

Meeting frequency

- Site Inspection (with invited tenderers) once
- Site Meetings twice a month
- Project Close out Meeting once

Recording of Tests/ Compliance/Safety Data:

Employer will provide the books/ manuals for recording the above data.

The format and definitions will be discussed with you by the Project Manager.

C3.1.3.3.15 COMPLETION

The Contractual Completion Date will only be achieved when the as-built drawings are accepted and approved by Council.

The Contractor must submit marked up drawings to Consultants, who will compile and submit the as-built drawings to Council for approval.

The Contractor is to liaise with the Consultant with regards to approval of as-built drawings.

C3.1.3.3.16 QUALITY MANAGEMENT

Council's quality requirements for the implementation of a Quality System to be employed.

C3.1.3.3.17 SAFETY

The following documents are applicable:

SCSPVABF3- Occupational Health & Safety Requirements to be met by Contractors and Sub-contractors Employed by Council

SCSPVABM9-Co-ordination of Safety on Capital Projects

SCSASAAW8- Standards Applicable to Contractors working in Close Proximity to Live Apparatus

C3.1.3.3.18 ENVIRONMENTAL MANAGEMENT

Environmental Management to be in accordance with the following Eskom policy / procedure (where Eskom will be involved):

- ESKPBAAD6
- ESKPVAAZ1

Environmental Management issues to be referred and coordinated through the Municipal Environmental Department

C3.1.3.3.19 SITE SERVICES & PROCEDURES

The Contractor is to provide everything necessary for the proper and timeous completion of the project.

- The standard documents listed below form part of the contract:

Ref.	Rev	Title
NWS 1058 <i>Contractors</i>	4	Safety at Construction: Requirements to be met by
NWS 1494 <i>New</i>	3	Fire Prevention and Protection of <i>Contractor's</i> Premises on <i>Works</i> Sites
NWS 1007/T		The Management of construction, commissioning and handing over of Transmission Projects
HV REGS SCSPVABF3	0	HV Regulations for HV Systems Occupational Health and safety requirements to be met by <i>Contractor</i> and <i>Sub-Contractor</i>

- The switching of all MV feeders shall be performed by **Eskom personnel on Eskom networks & Council employees on all DLM networks**. Written notifications shall be given to the appropriate depot supervisor 14 (fourteen) calendar days in advance. The Contractor shall be allowed to perform LV switching with written permission from the Project Manager.
- Whenever it may be required to de-energize any approved portion of the electrical network during the course of the contract, the Contractor shall post notices to that effect in terms of the relevant regulations. The minimum requirement shall be as contained in this paragraph of the specification.

Each section affected by the proposed power outage shall be notified by means of suitable notices fixed to the wooden electrical network poles. The notices shall be constructed from plain white paper glued to a firm "Masonite" backing board. The notice board shall be of minimum dimensions 600mm x 850mm.

The following minimum information shall be required on the notice:

Notices shall be provided in both English and the local language on alternate points:

ELECTRICAL INTERRUPTION

DATE:

TIME: FROM TO

THERE WILL BE ELECTRICAL POWER INTERRUPTIONS IN THIS AREA BETWEEN THE GIVEN TIMES ON THE DATE SHOWN. NOTWITHSTANDING THE ABOVE ALL ELECTRICAL APPARATUS SHALL BE TREATED AS LIVE AT ALL TIMES.

The above notices shall also be placed at points of community gatherings in the appropriate area, e.g. Beer Halls, Shops Schools, Bus Stops, etc.

The Contractor shall be required to give notice of the intended power interruptions at least 7 (Seven) calendar days prior to the intended power interruption date or as required by the Service Provider (Eskom or Council). Notices shall be removed immediately on conclusion of the Contractors work in the relevant area.

The Contractor shall in accordance with his intended construction Programme determine how many notices will be required at any one time and shall make allowance in this regard. No claim for extra costs whatsoever shall be entertained after the award of the tender.

RESTRICTION APPLICABLE TO THE CONTRACTOR

C3.1.3.3.19 The Municipal/Eskom Procedures, Directives & Policies

The Contractor must ensure compliance with all applicable Municipal Procedures, Directives and Policies.

C3.1.3.3.20 Contractor Requirements/ Registration

The Contractor must ensure compliance with the following requirements/ registration:

- a) Wireman's Licence
- b) Electricity Contractors Board/ Association Registration
- c) Operation Regulation for High Voltage Systems

C3.1.3.3.21 Eskom Contractor Training & Accreditation

The contractor must ensure that they have complete MV/LV Lines and Cables (EDCO module 19424) training and accreditation for the set number of employees. This figure is currently 5 and will increase progressively.

C3.1.3.3.22 TITLE TO SITE MATERIALS

The Contractor has no title to Site Material.

C3.1.3.3.23 SPECIFICATIONS

The Works shall comply with the latest revisions and amendments of the following:

- (1) The South African Bureau of Standards Code of Practice for the Wiring of Premises, SABS 0142, referred to herein as the "Wiring Code".
- (2) The Occupational Health and Safety Act of 1993, and its associated Regulations.
- (3) All Regulations and by Laws of Dipaleseng Local Municipality and the electricity supply service provider for the area (Eskom).
- (4) The Regulations of Telkom.
- (5) The Applicable SABS and NRS Specifications and SA Codes of Practice or BS or IEC Specifications and Codes of Practice where no SABS Specifications or SA Codes of Practice exists.
- (6) The Standard Regulations of any Government Department where applicable.
- (7) No claims for extras for failure of the Contractor to comply with any of the regulations and standards listed above will be considered.
- (8) Where conflict appears or exists between any of the regulations and standards listed above and the specifications, such conflict shall be referred to the Engineer in writing for his ruling.
- (9) Immediately after award of the contract, and at any time thereafter as may be necessary, the Contractor shall notify all relevant authorities, pay fees and take any other steps, which may be required or prescribed to execute the Works. Copies of such correspondence shall be forwarded to the Engineer who shall be kept informed at all times. This shall not, however, release the Contractor from his responsibilities.

Tenderers must visit the site to familiarize themselves with all conditions on site before tenders are submitted. Tenderers must allow for all conditions on site in their tenders. No claim for extras will be allowed whatsoever if tenderers did not allow for all costs on site in their tender prices.

C3.1.3.3.24 Electrical Works

➤ QUANTITIES

The Electrical Contractor shall take his own quantities, dimensions and particulars of material required to complete the contract as specified, unless a detailed Bill or Schedule of Quantities accompanies this document, in which event quantities shall be determined in accordance with the clauses preceding the Bill or Schedule of Quantities.

INNOVATIVE WIRING SYSTEMS AND DEVIATIONS FROM SPECIFICATION

This is the specification for the network:

NOTE: No deviation or alteration from the requirements of the specification, schedules or drawings shall be made without first obtaining the approval of the Engineer.

MV Infrastructure (Street front Design):

Support towers	- 12m wooden poles as per BOQ and design layout plans
Conductor	- Bare ACSR Mink
Transformers	- SABS 780 200kVA; 22kV/400V
Breakers	- Drop Out Fused Links

LV Infrastructure (Midblock for most of the time and Street front in some sections):

Support towers	- 9m, poles as per BOQ and design layout plans
Conductor	- Aerial Bundle Conductor (ABC) 4 CORE 70mm ²
Service Cable	- Cable 1kV 2 core 10mm ² CU

House Connections (Overhead with shack poles where required):

Pole Top Boxes	- 2 way & 4 way Pole top box split metering (1 x 80A circuit breaker)
Meters	- 20Amp Meter Split DIN Rail
Ready board	- Ready board, split meter 2x16A sockets

APPOINTMENT OF A CONTRACTOR FOR CONSTRUCTION OF ELECTRIFICATION OF 300(HH) HOUSEHOLDS AT RIDGE VIEW TOWNSHIP.

PROJECT NO.: DLM 04/2018

C3.2 : ENGINEERING

C3.2.1 DESIGN SERVICES AND ACTIVITY MATRIX

Identification of responsibilities for design and construction related activities are as follows:

Concept, feasibility and overall process	Employer/Engineer
Basic engineering and detail layout to tender stage	Employer/Engineer
Final design to approved for construction stage	Employer/ Engineer
Construction of works	Contractor
 Test and commissioning	 Contractor
Preparation of "as built" drawings	Contractor

C3.2.2 EMPLOYER'S DESIGN

Refer to attached design layout plans and the specifications above.

C3.2.3 DESIGN BRIEF

Refer to attached design layout plans and the specifications above.

C3.2.4 DRAWINGS

C3.2.5 DESIGN PROCEDURES

- *No design shall be issued by the Contractor*

APPOINTMENT OF A CONTRACTOR FOR CONSTRUCTION OF ELECTRIFICATION OF 300(HH) HOUSEHOLDS AT RIDGE VIEW TOWNSHIP.

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C3.3 : PROCUREMENT

C3.3.1 PREFERENTIAL PROCUREMENT PROCEDURES

C3.3.1.1 Requirements

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

[Refer to the Municipality's Preferential Procurement Policy attached as Appendix B. State requirements appropriate to the methodology and procedures which are to be followed. (See Annex A of SANS 10396:2003). Make reference to Preference Schedules, if any].

C3.3.1.2 Resource standard pertaining to targeted procurement

C3.3.2 SUBCONTRACTING

C3.3.2.1 Scope of mandatory subcontract works

The following portions of the works shall be subcontracted to CIDB registered contractors in accordance with the subcontracting procedures described hereunder.

.....

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

The Contractor shall evaluate the tenders received in accordance with the provisions of the Standard Conditions of Tender contained in Annex F of Standard for Uniformity in Construction Procurement.

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

Preferred subcontractors/suppliers

C3.3.2.2 Subcontracting procedures

C3.3.2.3 Attendance on subcontractors

APPOINTMENT OF A CONTRACTOR FOR CONSTRUCTION OF ELECTRIFICATION OF 300(HH) HOUSEHOLDS AT RIDGE VIEW TOWNSHIP.

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C3.4 : CONSTRUCTION

C3.4.1 WORK SPECIFICATION

C3.4.1.1 Applicable SABS 1200 Standards

Applicable SABS 1200 Standardised Specifications for the purpose of this Contract the latest issues of the following Standard Specifications for Civil Engineering Construction, applicable at the date of tender advertisement, shall apply -

SABS 1200 A	:	1986	General
SABS 1200 AA	:	1986	General (Small Works)
SABS 1200 AB	:	1986	Engineer's Office
SABS 1200 AD	:	1986	General (Small Dams)

The term project specifications appearing in any of the SABS 1200 standardised specifications must be replaced with the terms scope of work.

The variations and additions to the specifications listed in C3.4.1.2(a) are as follows:

PSA GENERAL

|
|
|
|
|
|
|
|
|
|

C3.4.1.2 Other applicable national and international standards

NRS 047

NRS 048

Eskom standards.

Dipaleseng Local Municipality Standards

Particular / Generic specifications

[Include or make reference to particular (purpose-written for the project or specifications of the contracting authority) which are applicable to the works:

Such specifications should be drafted such that they:

- ***contain acceptance procedures to enable compliance to be determined;***
- ***specify requirements uniquely and unambiguously;***
- ***set out requirements for items by describing both their physical and functional characteristics in a comprehensive manner;***
- ***State what is to be provided and not how it is to be provided.***
- ***Such specifications should not contain particulars relating to measurement and payment, i.e. matters pertaining to the Pricing Data].***

The following Particular Specifications attached as Annexes, are applicable to this Contract:

PA: EPWP Labour Intensive Specification

C3.4.1.3 Certification by recognized bodies

ECSA, ECA, ESKOM

C3.4.1.4 Agreement certificates

N/A

C3.4.2 PLANT AND MATERIALS

C3.4.2.1 Plant and materials supplied by the employer

None

C3.4.2.2 Materials, samples and shop drawings

N/A

CONSTRUCTION EQUIPMENT

All equipment should be in good working condition with safety certificates e.g Crane truck etc

C3.4.2.3 Equipment provided by the employer

None, the contractor shall supply SELF with all working equipments.

C3.4.3 EXISTING SERVICES

C3.4.3.1 Known services

The Contractor shall take whatever precautions to protect these services from damage during the period of the Contract

Contractors MUST allow resources to repair any damages that may be caused during construction.

C3.4.3.2 Use of detection equipment for the location of underground services

The detection of existing services cannot be done not unless if a certain place is suspected to have one then a special arrangement may be done.

C3.4.3.3 Damage to services

The contractor shall be liable for any damages to existing services.

C3.4.3.4 Reinstatement of services and structure damaged during construction

The contractor shall be liable for any damages to existing services

C3.4.4 SITE ESTABLISHMENT

C3.4.4.1 Service and facilities provided by the employer

None

C3.4.4.2 Facilities provided by the contractor

The following facilities are to be provided by the contractor

Construction camps, offices and workshop facilities for the due and proper fulfilment of the contract and those facilities for use by the employer and his agents. On completion of the contract these facilities shall remain the property of the contractor.

C3.4.4.3 Other facilities and services

The contractor shall make provision for generators on site incase need for drilling and dressing of poles.

C3.4.4.4 Vehicles and equipment

Different types of vehicles shall be made available by the contractor to complete the project

C3.4.4.5 Advertising rights

The existing rights of the Municipality for advertising shall be used.

C3.4.4.6 Notice boards

State requirements, if any, for notice boards e.g. size, content, placing, design, timing for removal etc. including those in respect of all types of subcontractors.

C3.4.5 SITE USAGE

The sites shall be used as per the employer's advice.

C3.4.6 PERMITS AND WAY LEAVES

All information on permits and way-leaves obtained by employer from authorities and shall be communicated to the contractor before the actual work starts on the ground.

C3.4.7 ALTERATIONS, ADDITIONS, EXTENSIONS AND MODIFICATIONS TO EXISTING WORKS

None.

INSPECTION OF ADJOINING PROPERTIES

[State requirements for the inspection with the owners of adjacent buildings and properties and representatives of all local authorities before commencing with the works that have the potential to damage surrounding buildings and property].

C3.4.8 WATER FOR CONSTRUCTION PURPOSES

The contractor shall make provision for water supply on site.

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C3.5 : MANAGEMENT

C3.5.1 MANAGEMENT OF THE WORKS

C3.5.1.1 Applicable SANS and SABS standards

[State the number, title, part and standards applicable to the contract and all associated specification data].

- 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 1921-3 : Structural steelwork
 - iv) SANS 1921-4 : Third party management support
 - v) SANS 1921-5 : Earthworks activities which are to be performed by hand
 - vi) SANS 1921-6 : HIV/AIDS Awareness
- b) The specification data applicable to the SANS 1921 standards referred to in a) are as follows:

Standard	Clause	Specification Data
SANS 1921-1	Essential Data:	
	4.1.7	
	4.2.1	
	4.6.3	
	4.6.6	
	4.9.3	
	4.14	
	Variations:	

Standard	Clause	Specification Data
SANS 1921-2	Essential Data:	
	4.6.1	
	4.10.1	
	Variations:	

Standard	Clause	Specification Data
SANS 1921-3	Essential Data:	
	4.2.1	
	4.2.2	
	4.3.1.1	
	Variations:	

Standard	Clause	Specification Data
SANS 1921-4	Essential Data:	
	5.1.1(b)	
	5.1.1(l)	
	5.2.1(b)	
	Variations:	

Standard	Clause	Specification Data
SANS 1921-5	Essential Data:	
	5.1	
	Variations:	
	5.2	

Standard	Clause	Specification Data
SANS 1921-6	Essential Data:	
	5.2.1(a)	
	Variations:	

C3.5.1.2 Planning and programming

The programme should be submitted as per Employer's requirement.

C3.5.1.3 Sequence of the works

The contractor should provide the proposed sequence of the works for approval by the Engineer.

C3.5.1.4 Software application for programming

None

[State requirements, restrictions and / or procedures in respect of:

- The site should be cleaned at all times.
- The trees and shrubs should be protection at all times.
- Should blasting be necessitated operations be handled as per relevant guidelines.
- the location of borrow pits, disposal of excess materials, deposition of materials, etc in earthworks activities be handled as per relevant
- The co-operation with employer be maintained at all times..
- dealing with underground and other existing services, cable and pipe trenches and covers;
- Note be taken that some vegetation cannot be destroyed due to historical or environmental interest and the contractor will be expected to confirm with the employer before any cutting of vegetation, plant or trees is taking place.
- The contractor should work during working hours from Monday to Friday. Any activities to be executed on weekends should be confirmed between the Employer and the Engineer.
- The general rules and conduct in respect of the personnel of the contractor and his subcontractors should be made available to the Employer before the execution of the works.
- care of the works; plant and materials;
- It be ensured that the establishing and removing of equipment from site is done timeously.
- progress photographs
- plant codification (configuration management);
- The contractor shall be responsible for the materials storage facilities and samples for tests and inspections to be provided to be provided during the duration of the contract.

C3.5.1.5 Quality plans and control

[State requirements for quality plans and when they are to be provided. Also state requirements for quality control, samples of workmanship, etc].

C3.5.1.6 Environment

[State requirements and / or constraints pertaining to the minimizing of dust nuisance, noise levels, pollution of streams, and inconvenience to, or interference with the public or others, arising out of the execution of the works. Also state any constraints to construction contained in environmental impact studies].

C3.5.1.7 Accommodation of traffic on public roads occupied by the contractor

State requirements for safety, clearances, temporary deviations, access to properties, temporary traffic control facilities, etc]

C3.5.1.8 Other Contractors on site

[Identify other contractors who may be employed on or near the site and are not included in the contract. Establish which parts of the site they will occupy and for what periods].

Testing, completion, commissioning, and correction of defects

[State requirements and / or procedure for :

- ***use of the works before completion has been certified;***

- *hand-over / beneficial occupation;*
- *pre-commissioning and commissioning of the works or part thereof, before and after completion;*
- *certifying completion;*
- *start-up; operation of the works; special arrangements associated with operating plant and machinery etc.,*
- *training and technology transfer;*
- *take-over;*
- *operational maintenance (if any), after completion;*
- *work which contractors may carry out after completion has been certified (in addition to correcting defects), and*
- *arranging access for correction of defects].*

C3.5.1.9 Recording of weather

[State requirements for the recording and gathering of weather data].

C3.5.1.10 Format of communications

[State formats of different types of communications (e.g. site instructions, requests for inspections) and attach pro formas of such documents, as necessary, to the end of the scope of work.

C3.5.1.11 Key personnel

[State requirements for a schedule of key personnel / schedule of contact particulars of key personnel, if required, and state when the schedule is to be submitted to the employers' representative. Attach pro formas of such documents to the end of the scope of work].

C3.5.1.12 Management meeting

[Provide particulars of times, days, location, attendance requirements, etc, as required and state requirements for representatives having the necessary delegated authority in respect of aspects such as planning change management and health and safety].

C3.5.1.13 Forms for contract administration

[State requirements, if any, for use of standard forms for contract administration purposes and attach pro formas of such documents to the end of the scope of work. Also state if forms are available in electronic format].

C3.5.1.14 Electronic payments

[State details required / procedures to obtain electronic payments, as relevant].

C3.5.1.15 Daily records

[State requirements for daily records of resources (people and equipment employed) / site diaries in respect of work performed on the site and where such documents are to be held].

C3.5.1.16 Bonds and guarantees

[State number of copies and the place where bonds and guarantees are to be lodged. State the place where bonds and guarantees can be collected when they are released in accordance with the contract].

Payment certificates

All payments shall be certified and recommended by the Engineer before it is approved by the Client.

C3.5.1.17 Permits

[State requirements for contractor's staff to have security / entrance permits, etc].

C3.5.1.18 Proof of compliance with the law

[State specific documents / methods by which compliance with any legislation is to be verified, as necessary.

C3.5.1.19 Insurance provided by the employer

N/A

C3.5.2 HEALTH AND SAFETY

C3.5.2.1 Health and safety requirements and procedures

OHSACT shall apply.

C3.5.2.2 Protection of the public

[State requirements for the erection, maintenance and removal upon completion of hoardings with gantries, fans, safety screens, barriers, access gates, covered gangways, etc. as necessary for the enclosure of the works or portions thereof].

The Contractor shall at all times ensure that his operations do not endanger any member of the public.

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.

C3.5.2.3 Barricades and lighting

No holes should be left open for more than 7 days . A visible barricading system shall be used to protect the public from interfering to the construction environment.

C3.5.2.4 Traffic control on roads

During work done across the roads the contractor shall make sure that proper traffic control majors are in place.

C3.5.2.5 Measures against disease and epidemics

The contractor shall provide relevant medication and take relevant precautions to prevent diseases.

C3.5.2.6 Aids awareness

[State requirements for aids awareness campaigns, counselling, etc].

**APPOINTMENT OF A CONTRACTOR FOR CONSTRUCTION OF ELECTRIFICATION
OF 300(HH) HOUSEHOLDS AT RIDGE VIEW TOWNSHIP.**

PROJECT NO.: DLM 04/2018

ANNEXURE A

Locality Plan

**APPOINTMENT OF A CONTRACTOR FOR CONSTRUCTION OF ELECTRIFICATION
OF 300(HH) HOUSEHOLDS AT RIDGE VIEW TOWNSHIP.**

PROJECT NO.: DLM 04/2018

**ANNEX A
LOCALITY PLAN**



**APPOINTMENT OF A CONTRACTOR FOR CONSTRUCTION OF ELECTRIFICATION
OF 300(HH) HOUSEHOLDS AT RIDGE VIEW TOWNSHIP.**

PROJECT NO.: DLM 04/2018

**ANNEXURE B
SPECIFICATION DRAWINGS**

**APPOINTMENT OF A CONTRACTOR FOR CONSTRUCTION OF ELECTRIFICATION
OF 300(HH) HOUSEHOLDS AT RIDGE VIEW TOWNSHIP.**

PROJECT NO.: DLM 04/2018

<p>ANNEXURE C HEALTH AND SAFETY SPECIFICATION</p>

APPOINTMENT OF A CONTRACTOR FOR CONSTRUCTION OF ELECTRIFICATION OF 300(HH) HOUSEHOLDS AT RIDGE VIEW TOWNSHIP.

PROJECT NO.: DLM 04/2018

ANNEXURE C

HEALTH AND SAFETY SPECIFICATION

1. BACKGROUND

In terms of the Construction Regulation 4 (1) (a) of the Occupational Health and Safety Act, No. 85 of 1993, the Client is required to compile a Health & Safety Specification for the intended project and provide such specification to any prospective tenderer.

The Client's further duties are as 4(1) to 4(6) in The Construction Regulations, July 2003.

2. SCOPE

Development of a Health & Safety Specification that addresses all aspects of occupational health and safety as affected by the **Construction of engineering services for the APPOINTMENT OF A CONTRACTOR FOR CONSTRUCTION OF ELECTRIFICATION OF 300(HH) HOUSEHOLDS AT RIDGE VIEW TOWNSHIP**

3. OH&S MANAGEMENT

3.1 Structure and Organization of OH&S Responsibilities

3.1.1. Overall Supervision and Responsibility for OH&S

- The Client is to ensure that the Principal Contractor, appointed in terms of Construction Regulation 4(1)(c), implements and maintains the agreed and approved OH&S Plan.
- The Chief Executive Officer of the Principal Contractor in terms of Section 16 (1) of the Act is to ensure that the Employer (as defined in the Act) complies with the Act. **Annexure 2** - "Legal Compliance Audit" may be used for this purpose.
- Any OH&S Act (85 /1993), Section 16 (2) appointee/s as detailed in his/her respective appointment forms.
- The Construction Supervisor and Assistant Construction Supervisor/s appointed in terms of Construction Regulation 6.

3.1.2. Further (Specific) Supervision Responsibilities for OH&S

Appointments required by the Act and Regulations:

- OH&S Representatives (Sections 17/18 of the Act)
- OH&S Committees (Sections 19/20 of the Act)
- Risk Assessor (Construction Regulation. 7(1))

- Accident/Incident Investigations Co-ordinator (General Administrative Regulation 9 (2))
- Form/Support work Supervisor (Construction Regulation 10(a))
- *Batch Plant Supervisor (Construction Regulation 18(1))*
- *Stacking & Storage Supervisor (Construction Regulation 26(a))*
- *Fire Equipment Inspector (Construction Regulation 27(h))*
- Electrical Installations, Machinery & Appliances Inspector (Construction Regulation 22)
- Excavations Supervisor (Construction Regulation 11(1))
- Demolition Supervisor (Construction Regulation 12(1))
- OH&S Officer (where necessary) (Construction Regulation 6(6))
- Person Responsible for Machinery (General Machinery Regulation 2)
- Emergency, Security and Fire Co-ordinator (Construction Regulation 27(h) & Environmental Regulation 9)
- Fire Equipment Inspector (Construction Regulation 27(h) Environmental Regulation 9)
- First Aider (General Safety Regulation 3(2))
- Hazardous Chemical Substances Supervisor (HCS Regulations)
- Ladders Inspector (General Safety Regulation 13A)
- Lifting Equipment Inspector (Construction Regulation 20)
- Operators & Drivers of Construction Plant & Vehicles (Construction Regulation 21 (i))
- Structures Supervisor (Construction Regulation 9)
- Users Operators of Construction Equipment (Construction Regulation 21(i))
- Welding Supervisor (General Safety Regulation 9)

3.2. Communication and Liaison

- OH&S liaison between the Client, the Principal Contractor, the other Contractors, the Consulting Engineer and other concerned parties will be through the OH&S Committee as in **3.10**.
- In addition to the above, communication may be directly to the Client or his appointed Agent, verbally or in writing, as and when the need arises.
- Consultation with the workforce on OH&S matters will be through their Supervisors, OH&S Representatives, the OH&S Committee and their elected Trade Union Representatives, if any.

- The Principal Contractor will be responsible for the dissemination of all relevant OH&S information to the other Contractors e.g. design changes agreed with the Client and the Consulting Engineer, instructions by the Client and/or his/her agent, exchange of information between Contractors, the reporting of hazardous/dangerous conditions/situations etc.

3.3. OH&S File

The Principal Contractor must, in terms of Construction Regulation 5 (7), keep a health and safety file on site at all times that must include all documentation required in terms of the Act and Regulations and must also include a list of all Contractors on site that are accountable to the Principal Contractor and the agreements between the parties and details of work being done. The following documents must be kept in the OH&S file:

- Notification of Construction Work (Construction Regulation 3.)
- Copy of OH&S Act (updated) (General Administrative Regulation 4.)
- Proof of Registration and good standing with a COID Insurer (Construction Regulation 4 (g))
- Copy of health and safety plan (construction regulation 5 (1))
- OH&S Programme agreed with Client including the underpinning Risk Assessment and Method Statements (Construction regulation 5 (1))

Designs/drawings (Construction Regulation 5 (8))

- A list of Contractors (Subcontractors) including copies of the agreements between the parties and the type of work being done by each contractor (Construction Regulation 9)
- Appointment / Designation forms as per 3.1.1. and 3.1.2. above.
- Registers as follows:
 - * Accident/Incident Register (Annexure 1 of the General Administrative Regulations)
 - * OH&S Representatives Inspection Register
 - * Form/Support work Inspection
 - * Excavations Inspection
 - * Lifting Equipment
 - * Demolition Inspections
 - * Designer's Inspection of Structures Record
- 3. * Batch Plant Inspections
- 4. * Arc & Gas Welding & Flame Cutting Equipment Inspections
- 5. * Construction Vehicles & Mobile Plant Inspections
- 6. * Electrical Installation and Machinery Inspections.

- 7. * Fire Equipment Inspection & Maintenance
- 8. * First Aid
- * Hazardous Chemical Substances
- 9. * Lifting Tackle and Equipment Inspections
- 10. * Inspection of Cranes
- 11. * Inspection of Ladders
- 12. * Inspection of Vessels under Pressure
- * Machinery Inspections
- * Drivers/Operators of Mobile Plant/Construction Vehicles Daily Inspections

The Principal Contractor will be required to submit the abovementioned registers monthly to the chairperson of the OH&S Committee for endorsement.

The Health & Safety File must be handed over to the Client on completion of the contract. It must contain all the documentation handed to the Principal Contractor by any subcontractors together with a record of all drawings, designs, materials used and other similar information concerning the completed project.

3.4. OH&S Goals and Objectives and Arrangements for Monitoring and Review of OH&S Performance

The Principal Contractor is required to maintain a Compensation Incidence Frequency Rate (**CIFR**) of at least 8 (Refer **Annexure 3** - "Measuring Injury Experience") and to report on this to the Client on a monthly basis.

3.5. Identification of Hazards and Development of Risk Assessments, Standard Working Procedures (SWP) and Method Statements

The Principal Contractor is required to develop Risk Assessments, Standard Working Procedures (SWP) and Method Statements for each activity executed in the contract or project (Refer to **Section 4**. below "Project/Site Specific Requirements")

3.6. Arrangements for Monitoring and Review

3.6.1. Monthly Audit by Client

The Client will be conducting a Monthly Audit to comply with Construction Regulation 4 (1) (d) to ensure that the Principal Contractor has implemented and is maintaining the agreed and approved OH&S Plan.

3.6.2. Other Audits and Inspections by Client

The Client reserves the right to conduct other ad hoc audits and inspections as deemed necessary.

A representative of the Principal Contractor must accompany the Client on all Audits and Inspections and may conduct his/her own audit/inspection at the same time. Each party will, however, take responsibility for the results of his/her own audit/inspection results.

3.6.3 Reports

The Principal Contractor is required to provide the Client with a monthly report in the format as per the attached **Annexure 4**: "SHE Risk Management Report"

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

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

OR where:

- a major incident occurred
- the health or safety of any person was endangered
- where a dangerous substance was spilled
- the uncontrolled release of any substance under pressure took place
- machinery or any part of machinery fractured or failed resulting in flying, falling or uncontrolled moving objects
- machinery ran out of control

to the Provincial Director of the Department of Labour within seven days. (Section 24 of the General Administrative Regulation 8.). The Principal Contractor is required to provide the Client with copies of all statutory reports required in terms of the Act.

The Principal Contractor is required to provide the Client with copies of all internal and external accident/incident investigation reports including the reports contemplated in 3.9. below.

3.6.4 Review

The Principal Contractor is to review the Hazard Identification, Risk Assessments and SWP's at each two weekly site inspection/meeting as the construction work develops and progresses and each time that changes are made to the designs, plans and construction methods and processes.

The Principal Contractor must provide the Client, other Contractors and all other concerned parties with copies of any changes, alterations or amendments.

3.7 Site Rules and Other Restrictions

3.7.1 Site OH&S Rules

The Principal Contractor must develop a set of site-specific OH&S rules that will be applied to regulate the OH&S aspects of the construction.

3.7.2. Security and Emergency Arrangements

The Principal Contractor must establish site access rules and implement and maintain these throughout the construction period.

Access control must include the rule that non-employees will not be allowed on site unaccompanied.

The Principal Contractor must develop a set of security rules and procedures and maintain these throughout the construction period.

The Principal Contractor must appoint a competent Emergency Controller who must develop emergency contingency plans for any emergency that may arise on site as indicated by the risk assessments. These must include a monthly practice/testing programme for the plans e.g. January: trench collapse, February: flooding etc. and practiced/tested with all persons on site at the time, participating.

3.8 **Training**

The contents and syllabi of all training required by the Act and Regulations must be included in the Principal Contractor's OH&S Plan.

3.8.1 General Induction Training

All employees of the Principal and other Contractors to be in possession of proof of General Induction Training

Site Specific Induction Training

All employees of the Principal and other Contractors to be in possession of Site Specific OH&S Induction Training.

3.8.2 Other Training

All operators, drivers and users of construction vehicles, mobile plant and other equipment to be in possession of valid proof of training.

All employees in jobs requiring training in terms of the Act and Regulations to be in possession of valid proof of training.

OH&S Training Requirements: (as required by the Construction Regulations and as indicated by the OH&S Specification and the Risk Assessment/s):

- * General Induction (Section 8 of the Act)
 - * Site/Job Specific Induction (also visitors) (Sections 8 & 9 of the Act)
 - * Site/Project Manager
 - * Construction Supervisor
 - * OH&S Representatives (Section 18 (3) of the Act)
 - * Training of the Appointees indicated in 3.1.1. & 3.1.2. above
 - * Operation of Cranes (Driven Machinery Regulations 18 (11))
 - * Operators and Drivers of Construction Vehicles & Mobile Plant (Construction Regulation 21)
 - 13. * Basic Fire Prevention & Protection (Environmental Regulations 9 and Construction regulation 27)
 - 14. * Basic First Aid (General Safety Regulations 3)
 - 15. * Storekeeping Methods & Safe Stacking (Construction Regulation 26)
- Emergency, Security and Fire Co-ordinator

3.9. Accident and Incident Investigation

The Principal Contractor is responsible for the investigation of all accidents/incidents where employees and non-employees were injured to the extent that he/she had to be referred for medical treatment by a doctor, hospital or clinic. (General Administrative Regulation 9).

The results of the investigation to be entered into the Accident/Incident Register. (General Administrative Regulation 9)

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

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

OH&S Representatives and Committees

3.10.1. Designation of OH&S Representatives

Where the Principal Contractor employs more than 20 persons (including the employees of other contractors (sub-contractors) he has to appoint one OH&S Representative for every 50 employees or part thereof. General Administrative Regulation 6 requires that the appointment or election and subsequent designation of the OH&S Representative is executed in consultation with Employee Representatives or Employees. (Section 17 of the Act and General Administrative Regulation 6. & 7.)

OH&S Representatives have to be designated in writing and the designation must include the area of responsibility of the person and term of the designation.

3.10.2. Duties and Functions of the OH&S Representatives

The Principal Contractor must ensure that the designated OH&S Representatives conduct a minimum monthly inspection of their respective areas of responsibility using a checklist and report thereon to the Principal Contractor.

OH&S representatives must be included in accident/incident investigations.

OH&S representatives must attend all OH&S committee meetings.

3.10.3. Appointment of OH&S Committee

The Principal Contractor must establish an OH&S Committee consisting of all the designated OH&S Representatives together with a number of management representatives (this number is not to exceed the number of OH&S representatives on the committee) and a representative of the Client who shall act as the chairperson without a vote. The members of the OH&S committee must be appointed in writing.

The OH&S Committee must meet minimum monthly and consider, at least, the following Agenda:

- Opening and welcome
- Present/Apologies/Absent
- Minutes of previous meeting

- Matters arising from the previous minutes
- OH&S Representatives Reports
- Incident Reports & Investigations
- Incident /Injury statistics
- Other matters
- Endorsement of Registers and the statutory documents by a representative of the Principal Contractor
- Close/Next Meeting

4. PROJECT / SITE SPECIFIC REQUIREMENTS

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

- * Clearing & Grubbing of the Area/Site
- * Site Establishment including:
 - Office/s
 - Secure/safe storage for materials, plant & equipment
 - Ablutions
 - Sheltered eating area
 - Maintenance workshop
 - Vehicle access to the site
- * Dealing with existing structures (NB: the existing pipeline is also a structure.)
- * Location of existing services
- * Installation and maintenance of temporary construction electrical supply, lighting and equipment
- * Adjacent land uses/surrounding property exposures
- * Boundary and access control/Public Liability Exposures (NB: the Employer is also responsible for the OH&S of non-employees affected by his/her work activities.)
- * Health risks arising from neighbouring as well as own activities and from the environment e.g. threats by dogs, bees, snakes, lightning etc.

- * Exposure to noise
- * Exposure to vibration
- * Protection against dehydration and heat exhaustion
- * Protection from wet & cold conditions
- * Dealing with HIV/Aids and other diseases
- * Use of Portable Electrical Equipment including
 - Angle grinder
 - Electrical drilling machine
 - Skill saw
- * **Excavations including**
 - Ground/soil conditions
 - Trenching
 - Shoring
 - Drainage of trench
- * **Welding including**
 - Arc Welding
 - Gas welding
 - Flame cutting
 - Use of LP gas torches and appliances
- * Loading & offloading of trucks
- * Aggregate/sand and other materials delivery
- * Manual and mechanical handling
- * Lifting and lowering operations
- * Driving & operation of construction vehicles and mobile plant including
 - Trenching machine
 - Excavator
 - Bomag roller

- Plate compactor
- Front end loader
- Mobile cranes and the ancillary lifting tackle
- Parking of vehicles & mobile plant
- Towing of vehicles & mobile plant
- * Use and storage of flammable liquids and other hazardous substances
- * Layering and bedding of trench floor
- * Installation of pipes in trench
- * Pressure testing of pipeline
- * Installing heat shrink joint sleeves
- * Backfilling of trench
- * Protection against flooding
- * Gabion work
- * Use of explosives
- * Protection from overhead power lines
- * As discovered by the Principal Contractor's hazard identification exercise
- * As discovered from any inspections and audits conducted by the Client or by the Principal Contractor or any other Contractor on site
- * As discovered from any accident/incident investigation.

Annexure 1: Construction Occupational Health – Safety – Environment Audit System

Annexure 2: Guidelines for the development of a Health and Safety Plan.

Annexure 3: Guide to Risk Assessment

ANNEXURE 1**CONSTRUCTION OCCUPATIONAL HEALTH - SAFETY - ENVIRONMENT****AUDIT SYSTEM**

(Based on the New Construction Regulations)

*** Denotes items applicable to both Construction sites and Contractors Plant/Storage****1. ADMINISTRATIVE & LEGAL REQUIREMENTS**

Section/Regulation	Subject	Requirements	Yes/No
Construction. Regulation 3	Notice of carrying out Construction work	Department of Labour notified Copy of Notice available on Site	
General Admin. Regulation 3	*Copy of OH&S Act (Act 85 of 1993)	Updated copy of Act & Regulations on site Readily available for perusal by employees	
COID Act Section 80	*Registration with Compens. Insurer	Written proof of registration / Letter of good standing available on Site	
Construction. Regulation 4 & 5(1)	OH&S Specification & Plan	OH&S Specification received from Client OH&S plan developed Updated regularly	
Section 8(2)(d) and Construction. Regulation 6	*Hazard Identification & Risk Assessment	Hazard Identification carried out/Recorded Risk Assessment and Plan drawn up/Updated Risk Assessment Plan available on Site Employees/Subcontractors informed/trained	
Section 16(2)	*Assigned duties (Managers)	Responsibility of complying with the OH&S Act assigned to other person/s by CEO.	
Construction. Regulation 5(2)	Designation of Person Responsible on Site	Competent person appointed in writing as Construction Supervisor	
Construction. Regulation 5(5)(a)	Designation of Subordinate Person	Competent person appointed in writing as Sub-ordinate Construction Supervisor	
Section 17 & 18	*Designation of Occupational Health & Safety Representatives	More than 20 employees - one OH&S Representative, one additional OH&S Rep. for each 50 employees or part thereof. Designation in writing, period and area of responsibility specified. Meaningful OH&S Rep. reports. Reports actioned by Management.	
Section 19 & 20	*Occupational Health & Safety Committee/s	OH&S Committee/s established. Members appointed in writing. Meetings held monthly. Minutes kept. Actioned by Management.	
Section 37	*Agreement with Mandatories (Sub-Contractors)	Written agreement with Subcontractors. List of Subcontractors displayed. Proof of Registration with Compensation Insurer/Letter of Good Standing Construction Work Supervisor designated Written arrangements concerning OH&S Reps & OH&S Committee Written arrangements regarding First Aid	

Construction. Regulation 7	Fall Prevention & Protection	Competent person appointed to draw up and supervise the Fall Protection Plan Proof of appointees competence available on Site Risk Assessment carried out for work at heights Fall Protection Plan drawn up/updated Available on Site	
Construction. Regulation 8	Roof work	Competent person appointed to plan & supervise Roof work. Proof of appointees competence available on Site Risk Assessment carried out Roof work Plan drawn up/updated Roof work inspect before each shift. Inspection register kept Employees medically examined for physical & psychological fitness. Written proof available	
Construction. Regulation 9	Structures	Information re. the structure being erected received from the Designer including: - geo-science technical report where relevant - the design loading of the structure - the methods & sequence of construction - anticipated dangers/hazards/special Measures to construct safely Risk Assessment carried out Method statement drawn up All above available on Site Structures inspected before each shift. Inspections register kept	
Construction. Regulation 10	Formwork & Support work	Competent person appointed in writing to supervise erection, maintenance, use and dismantling of Support & Formwork Design drawings available on site Risk Assessment carried out Support & Formwork inspected: - before use/inspection - before pouring of concrete - weekly whilst in place - before stripping/dismantling. Inspection register kept	
Construction. Regulation 11	Scaffolding	Competent persons appointed in writing to: - erect scaffolding (Scaffold Erector/s) - act as Scaffold Team Leaders - inspect Scaffolding weekly and after inclement weather (Scaffold Inspector/s) Written Proof of Competence of above appointees available on Site Copy of SABS 085 available on Site Risk Assessment carried out Inspected weekly/after bad weather. Inspection register/s kept	

Construction. Regulation 12	Suspended Scaffolding	<p>Competent persons appointed in writing to:</p> <ul style="list-style-type: none"> - erect Susp.Scaffolding (Scaffold Erector/s) - act as Susp.Scaffold Team Leaders - inspect Susp.Scaffolding weekly and after inclement weather (Scaffold Inspector/s) Risk Assessment conducted <p>Certificate of Authorization issued by a registered professional engineer available on Site/copy forwarded to the Department of Labour</p> <p>The following inspections of the whole installation carried out by a competent person</p> <ul style="list-style-type: none"> - after erection and before use - daily prior to use. Inspection register kept <p>The following tests to be conducted by a competent person:</p> <ul style="list-style-type: none"> - load test of whole installation and working parts every 12 months - hoisting ropes/hooks/load attaching devices quarterly. Tests log book kept <p>Employees working on Susp.Scaffold medically examined for physical & psychological fitness. Written proof available</p>	
Construction. Regulation 13	Excavations	<p>Competent person/s appointed in writing to supervise and inspect excavation work</p> <p>Written Proof of Competence of above appointee/s available on Site</p> <p>Risk Assessment carried out</p> <p>Inspected:</p> <ul style="list-style-type: none"> - before every shift - after any blasting - after an unexpected fall of ground - after any substantial damage to the shoring - after rain. Inspections register kept <p>Method statement developed where explosives will be/are used</p>	
Constructions . Regulation 14	Demolition Work	<p>Competent person/s appointed in writing to supervise and control Demolition work</p> <p>Written Proof of Competence of above appointee/s available on Site</p> <p>Risk Assessment carried out</p> <p>Engineering survey and Method Statement available on Site</p> <p>Inspections to prevent premature collapse carried out by competent person before each shift. Inspection register kept</p>	
Construction. Regulation 16	Materials Hoist	<p>Competent person appointed in writing to inspect the Material Hoist</p> <p>Written Proof of Competence of above appointee available on Site.</p> <p>Materials Hoist to be inspected weekly by a competent person. Inspections register kept.</p>	
Construction. Regulation 17	Caissons & Cofferdams	<p>Competent person appointed in writing to supervise, control & inspect the construction, installation/dismantling of caissons/coffer dams</p> <p>Written Proof of Competence of above appointee available on Site</p> <p>Risk Assessment carried out To be inspected daily by a competent person. Inspections register kept</p>	

Construction. Regulation 18	Explosive Powered Tools	Competent person appointed to control the issue of the Explosive Powered Tools & cartridges and the service, maintenance and cleaning. Register kept of above Empty cartridge cases/nails/fixing bolts returns recorded Cleaned daily after use	
Construction. Regulation 19	Batch Plants	Competent person appointed to control the operation of the Batch Plant and the service, maintenance and cleaning. Register kept of above Risk Assessment carried out Batch Plant to be inspected weekly by a competent person. Inspections register kept	
Construction. Regulation 20/ Mine Health & Safety Act (29 of 1996)	Tunneling	Complying with Mines Health & Safety Act (29 of 1996) Risk Assessment carried out	
Construction. Regulation 21/ Driven Machinery Regulations 18 & 19	Cranes & Lifting Machines Equipment	Competent person appointed in writing to inspect Cranes, Lifting Machines & Equipment Written Proof of Competence of above appointee available on Site. Cranes & Lifting tackle identified/numbered Register kept for Lifting Tackle Log Book kept for each individual Crane Inspection: - All cranes - daily by operator - Tower Crane/s – after erection/6monthly - Other cranes – annually by comp. person - Lifting tackle(slings/ropes/chain slings etc.) - 3 monthly Risk Assessment carried out	
Construction. Regulation 22/Electrical Machinery Regulations 9 & 10/Electrical Installation Regulations	*Inspection & Maintenance of Electrical Installation & Equipment (including portable electrical tools)	Competent person appointed in writing to inspect/test the installation and equipment. Written Proof of Competence of above appointee available on Site. Inspections: - Electrical Installation & equipment inspected after installation, after alterations and quarterly. Inspection Registers kept Portable electric tools and -lights and extension leads identified/numbered. Monthly visual inspection by User/Issuer/Storeman. Register kept.	
Construction. Regulation 2 Diving Regulations	Water Environments	Competent person appointed in writing to supervise diving operations and ensure maintenance, statutory inspection and testing by an Approved Inspection Authority of equipment used Written Proof of Competence of above appointee available on Site Proof of registration of all divers present on site available Risk Assessment carried out Diving Manual produced. Available on Site Record of Voice Communications kept Diving Operations record kept Each Diver keeps a personal logbook. Entries countersigned by the Diving Supervisor Decompression tables available on Site Records of any Decompression illness kept Certificate of Manufacture of any Compression Chamber or Diving Bell in use available on Site	

Construction. Regulation 30/ General Safety Regulation 8(1)(a)	*Designation of Stacking & Storage Supervisor.	Competent Person/s with specific knowledge and experience designated to supervise all Stacking & Storage Written Proof of Competence of above appointee available on Site	
Construction. Regulation 31/ Environmental Regulation 9	*Designation of a Person to Co-ordinate Emergency Planning And Fire Protection	Person/s with specific knowledge and experience designated to co-ordinate emergency contingency planning and execution and fire prevention measures Emergency Evacuation Plan developed: - Drilled/Practiced - Plan & Records of Drills/Practices available on Site Fire Risk Assessment carried out All Fire Extinguishing Equipment identified and on register. Inspected weekly. Inspection Register kept Serviced annually	
Construction. Regulation 32/ General Safety Regulation 3	*First Aid	Every workplace provided with sufficient number of First Aid boxes. (Required where 5 persons or more are employed) First Aid freely available Equipment as per the list in the OH&S Act. One qualified First Aider appointed for every 50 employees. (Required where more than 10 persons are employed) List of First Aiders and Certificates Name of person/s in charge of First Aid box/es displayed. Location of F/Aid box/es clearly indicated. Signs instructing employees to report all Injuries/illness including first aid injuries	
Construction. Regulation 33/ General Safety Regulation 2	Personal Safety Equipment (PSE)	PSE Risk Assessment carried out Items of PSE prescribed/use enforced Records of Issue kept Undertaking by Employee to use/wear PSE	
Construction. Regulation 34/ General Safety Regulation 9	*Inspection & Use of Welding/Flame Cutting Equipment	Competent Person/s with specific knowledge and experience designated to Inspect Electric Arc, Gas Welding and Flame Cutting Equipment Written Proof of Competence of above appointee available on Site Equipment identified/numbered and entered into a register Equipment inspected monthly. Inspection Register kept	
Construction. Regulation 35/ Hazardous Chemical Substances (HCS)	*Control of Storage & Usage of HCS	Competent Person/s with specific knowledge and experience designated to Control the Storage & Usage of HCS Written Proof of Competence of above appointee available on Site Risk Assessment carried out Register of HCS kept/used on Site	

Construction. Regulation 36/Vessels under Pressure Regulations	Vessels under Pressure (VUP)	Competent Person/s with specific knowledge and experience designated to supervise the use, storage, maintenance, statutory inspections & testing of VUP's Written Proof of Competence of above appointee available on Site Risk Assessment carried out Certificates of Manufacture available on Site Register of VUP's on Site Inspections & Testing by Approved Inspection Authority (AIA): <ul style="list-style-type: none"> - after installation/re-erection or repairs - every 36 months. - Register/Log kept of inspections, tests. Modifications & repair 	
Construction. Regulation 37	Construction Vehicles & Earth Moving Equipment	Operators/Drivers appointed to: <ul style="list-style-type: none"> - Carry out a daily inspection prior to use - Drive the vehicle/plant that he/she is competent to operate/drive Written Proof of Competence of above appointee available on Site Record of Daily inspections kept	
Construction. Regulation 38/ General Safety Regulation 13D	*Inspection of Ladders	Competent person appointed in writing to inspect Ladders Ladders inspected at arrival on site and monthly there after. Inspections register kept	
Construction. Regulation 39/ General Safety regulation 13B	Ramps	Competent person appointed in writing to Supervise the erection & inspection of Ramps. Inspection register kept.	

ANNEXURE 2

GUIDELINES FOR THE DEVELOPMENT OF A HEALTH & SAFETY PLAN

1. Project Background

In terms of the Construction Regulations [Regulation 4 (1) (a)] of the Occupational Health and Safety Act, No 85 of 1993, the Client is required to compile an Occupational Health and Safety specification for each of its projects and the Principle Contractor, appointed by the Client in terms of Regulation 4 (1) (c), is required to prepare an Occupational Health and Safety Plan. This plan has to be prepared in terms of Regulation 5 (1) as well as the Client's Occupational Health & Safety Specification. In terms of Regulation 4 (2), the Client and the Principle Contractor are required to agree on the Occupational Health and Safety Plan before any work may commence.

2. Framework for an Occupational Health and Safety Plan

2.1 Introduction

The Principal Contractor has to demonstrate to the Client that he has a suitable and sufficiently documented Occupational Health and Safety Plan as well as the necessary competencies, experience and resources to perform the construction work safely. The Principle Contractor could be required to submit the following documentation for perusal and verification by the Client:

- *Management Structure*
- *Quality Plan*
- *Human Resources Plan*
- *Registered Workplace Skills Plan*
- *"Letter of good standing" from the Compensation Commissioner or licensed compensation insurer.*
- *Proof of induction and other training of employees*
- *Example copy minutes of previous Occupational Health and Safety Committee meetings and copies of Incident Investigation Reports*

2.2 Contents of an Occupational Health and Safety Plan

2.2.1 Occupational Health and Safety Management Programme

- Management of Occupational Health and Safety risks
- Occupational Health and Safety structures and appointments
- Programme of Occupational Health and Safety inspections
- Occupational Health and Safety Representatives
- Occupational Health and Safety committee

2.2.2 Communication and Management of the Work

- Management structure and responsibilities
- Occupational Health and Safety goals for the project and arrangements for monitoring and review of Occupational Health and Safety performance.
- **Arrangements for:**
 - Regular liaison between parties on site
 - Consultation with the workforce
 - The exchange of design information between the Client, engineer, supervisors and contractors on site
 - Handling design changes during the project
 - Selection and control of contractors
 - The exchange of Occupational Health and Safety information between all contractors
 - Security
 - Site induction and onsite training
 - Facilities and first-aid
 - The reporting and investigation of accidents and incidents
 - The production and approval of risk assessments and method statements
 - Site OH&S rules
 - Fire and emergency procedures
 - Reporting to the Client i.e. results of Occupational Health and Safety inspections, incident and incident investigations and committee meetings
 - Reporting of incidents to the Department of Labour and Compensation insurer where appropriate

2.2.3 Arrangements for controlling significant site risks

The following are some examples of the arrangements for controlling the most significant site risks:

- **Safety risks**
 - Services, including temporary electrical installations
 - Preventing employees from falling into excavations, from trucks etc.
 - Work with, on or near fragile materials

- Control of lifting operations
- The maintenance of plant and equipment
- Poor ground conditions
- Traffic routes and segregation of vehicles and pedestrians
- Storage of hazardous materials
- Dealing with existing unstable structures/land
- Accommodating adjacent land use
- Other significant safety risks as and when identified
- **Health risks**
 - Storage and use of hazardous chemical substances
 - Dealing with contaminated land or material
 - Manual handling
 - Reducing noise and vibration
 - Provision of adequate lighting
 - Ventilation considerations
 - Extreme heat and cold temperature considerations
 - Dealing with HIV/Aids and other illnesses
 - Provision of and maintaining ablution and eating facilities
 - Other significant health risks as and when identified

2.2.4 Preparation of an Occupational Health and Safety Operational Reference File/Manual

The following are some of the requirements to be addressed:

- Layout, format and content requirements
- Arrangement for the collection and gathering of information
- Storage and archiving of all the information
- Copy to the Client at completion of project

- ***Suggested Contents of an OH&S File/Manual***
- OH&S Policy
- Notice of new project
- Site start-up
- Security measures
- Written designations & appointments
- Arrangements with contractors/mandataries
- OH&S rules and procedures
- Induction
- OH&S training
- OH&S promotion
- OH&S representatives
- OH&S committees
- Workplace facilities e.g. ablutions, sheltered eating areas etc.
- Protective equipment
- Workplace inspections and audits
- Investigation & reporting of incidents/accidents
- Mechanical safeguarding
- Electrical safeguarding
- Safeguarding against hazardous substances
- Lifting machinery & equipment
- Construction vehicles & mobile plant
- Welding, heating & flame cutting
- Excavations
- Protection of the environment affected by construction activities
- Keeping of records in terms of the OH&S Act (85 of 1993)

ANNEXURE 3**GUIDE TO RISK ASSESSMENT****1. HOW TO DO IT?****2. Steps to Effective Risk Assessment**

- Step 1 : Identifying the hazards
- Step 2 : Aim to identify major hazards, don't waste time on the minor & detail
- Step 3 : Involve as many people as possible in the process especially those at risk
- Step 4 : Gather all the information and analyse it
- Step 5 : Look at what actually occurs including non-routine operations
- Step 6 : Use a systematic approach to ensure all hazards are adequately addressed
- Step 7 : Assess the risks arising taking into account the effectiveness of controls
- Step 8 : Ensure the process is practical and realistic
- Step 9 : Always record the assessment in writing including assumptions and why

3. HOW SERIOUS IS IT?**PROBABILITY**

- A Common
- B Has Happened
- C Could Happen
- D Not Likely
- E Practically impossible

CONSEQUENCES

- 1 Fatality or permanent disability
- 2 Major injury
- 3 Average Lost Time Injury
- 4 Minor Injury
- 5 Medical Treatment or less

PROBABILITY

		PROBABILITY				
		A	B	C	D	E
SEQUENCES	1	1	2	3	4	5
	2	2	3	4	5	6
	3	3	4	5	6	7
	4	4	5	6	7	8
	5	5	6	7	8	9

Risk Rating:

- 1 – 3 = Serious
- 4 – 5 = High
- 6 – 7 = Moderate
- 8 – 9 = Acceptable

• ACTION

- Immediate (within 1 week)
- Within 1 month
- > 4 weeks
- No action

LIST OF RISK ASSESSMENTS AVAILABLE (as at 2003.07.07)

Access Towers
Acid Washing
Aggregate/Sand Delivery
Angle Grinder
Arc Welding
Armco Barriers - installation
Assem. of elements by boilermaker
BackFilling
Bag Filling
BandSaw
Banksman
Batch Plant
Bench Grinder
Bin Scraper
Block Feeder
Block Machine
BoomScraper
Bricks – Laying of
Brickwork
Bulk Earthworks
Cement Spray Truck
Clearing & Grubbing of Area/Site
Compr. Gas Cylinders-handling
Compressors – Air
Concrete – placing of (1)
Concrete – placing of (2)
Confined Spaces – Working in
Conveyors
Cutting – of Earthworks
David Arm
Deck Panels – placing
Depalletor Operator
Diss. Asembly Rejects
Distribution Boards – Electrical
Drivers – of Vehicles
Dry Tile Deracking
Dumpers - Concrete
Electrical Installation – Maintenance of
Elevated Positions
Erecting – Instal/ Shutters
Excavations (1)

Excavations (2)
 Explosive Powered Tools
 Finger Car
 Fire Fighting Prevention
 Fire Prevention & Protection
 Formwork
 Friction Saw
 Front End Loader
 Fuel Supply
 Gas Cylinders – Handling of
 Gas Welding-cutting oper.
 Gas Welding-cutting operations
 Guillotine
 Hand & Spray Painting
 Hand ToolsJacking – with Hydraulic Pump
 Hanging scaffolding
 Hauling
 High cut operations
 Jacking Hydraulic Pump (1)
 Jacking Hydraulic Pump (2)

Kerb Laying
 Landscaping
 Lathe
 Layering of (Road work) Materials
 Layering Process
 Laying Kerbs
 Laying of stormwater drains
 Levelling – of materials
 Lifting Concr. Beams on to trailers
 Loading supervisor
 Loading/Unloading - of Trucks
 Loffels – placing/laying
 Machine operator
 Making of steel items
 Material delivery
 Materials Handling
 Mixer operator
 Mobile Cranes
 Pedestal Drill
 Pedestal Grinder

Placing Concrete
Plastering
Portable Electric Drill
Portable Electric Tools
Portable Ladders
Post Tensioning
Radial Arm Drill
Refuelling Vehicles/Plant
Reinforcing Steel – placement (1)
Reinforcing Steel – placement (2)
Road Traffic Signs – placement of
Roadworks - Deviations
Roof Truss erection
SandBlasting
Scaffolding
Shuttering – Erection
Shuttering – Stripping
Site Establishment (1)
Site Establishment (2)
SkillSaw
Spray Painting
Stormwater pieps - laying
Structural Steel – Erection
Structural Steel – Laydown
Surveying
Suspended Scaffolds
Termite Proofing
Tile Machine
Tile stacking
Timber Feeder
Tower Cranes
Traffic Accommodation
Traffic Control/Regulation
Trench Excavation
Use of angle grinder
Use of Port. Elec. Tools.
Wet tile racking
Work confined spaces
Work in Elevated Positions
Working Platforms

Workshops

RISK ASSESSMENT: SITE ESTABLISHMENT

TYPE OF WORK PERFORMED: . _____
 . _____

DATE COMPLETED: _____

ASSESSMENT PERFORMED BY: . _____
 . _____

Step No.	Activity Rules	What can cause injury/damage?	Result of cause (injury/damage)	Preventative Measures (tools, PPE, equipment)	Controls (test, check list)	Weights		
1.	Access to be a main consideration when positioning offices, stores and parking areas on site during planning stage. Possible one way traffic to be introduced	Restricted access to parking and delivery areas to storage areas.	Damage to transport and plant	Proper layout of site by Construction Manager and Site Agent taking into consideration all transport plant and material movements and storage on site.	Site Agent to check layout Drg. To compare with OHS Act requirements and whether they are to Concor's standards.			
2.	Oxygen and acetylene store to be a minimum distance of five metres away from other buildings. It needs to be well ventilated and have a roof to keep direct exposure to the sun.	Fire explosion leaking gas may spread if too close to other buildings.	Damage to property and plant. Health of employees.	See item 1.	See item 1.			
3.	Diesel tanks to be a distance of 10 metres away from any building and parking areas. A slab with a bund wall capable of carrying 110% of the tank capacities must be constructed for the tanks to stand in.	Fire may spread to adjacent buildings and plant if too close.	Burns on all parts of body. Damage to plant and property.	See item 1. Persons in charge of tanks should be inducted regarding all the hazards involved and how to control them	See item 1. Supervisor to monitor on an ongoing basis if rules are complied with			
Step No.	Activity Rules	What can cause injury/damage?	Result of cause (injury/damage)	Preventative Measures (tools, PPE, equipment)	Controls (test, check list) During erection & ongoing	Weights		

4.	All cables from distribution board to offices, store and for security to be underground. The distribution board is to stand on a firm level base and should be locked at all times.	Damaged cables loose wires exposed.			•	Safety	Health	R/R
5.	Security fencing minimum height of 1.8 meter around site area together with two double gates.	Theft of property. Access to unauthorised persons.	Loss of property. Injury to persons.	Security guards to be appointed to keep watch.	Supervisor to put system of control in place			
6. 6.1 6.2 6.3 6.4 6.5	Services to be available during site establishment. Fire fighting equipment. First aid boxes. First aider. Drinking water. Toilets.	Not having the essential services at hand.	Health of employees. Loss of property through fire.	6.1 to 6.5 are to be included on first order placed for contract. Dry chemical powder ABCDE fire extinguishers to be ordered 4 off for start.	Site Agent to see that these requirements are on site from start of site establishment.			
7.	Water tank tower to consist of very well cross braced pipe structure standing on concrete base.	Badly constructed water tower under designed structurally could cause tower to collapse.	Injury to persons. Damage to property.	Supervisor to erect as per design office specifications.				
Step No.	Activity Rules	What can cause injury/damage?	Result of cause (injury/damage)	Preventative Measures (tools, PPE, equipment)	Controls (test, check list) During erection & ongoing	Weights		
8.	Safety sign & notice board to be placed close to entrance of main gate	Not informing employees and public what the site rules are.	Injury to persons. Damage to property.	Concor standard notices/ Posters to be displayed. Available from Head Office.	Site manager to check that board has been erected.			
9.	Laydown areas to be sufficient in size. timber poles to be available to stack materials on.	With inadequate space various materials will be stacked on top of each other causing unstable stacks.	Injury to persons loading, unloading materials.	Allow sufficient space for laydown area during planning stage of site layout. Access to be considered important.	Site agent to discuss with Foreman regarding his requirement at planning stage.			
10.	Toilets are to be well ventilated.	No ventilation in toilets may cause germs to propagate.	Possible health problems due to germs.	Extraction fans to be fitted if required.	Supervisor to check if he is satisfied with ventilation.			

**ASSESSMENT: 1 – 10
(HIGH)**

11 – 16 (MEDIUM)

17 – 25 (LOW)

RISK ASSESSMENT: EXCAVATIONS (PLANT & MANUAL)

TYPE OF WORK PERFORMED: _____

ASSESSMENT PERFORMED BY: _____

DATE COMPLETED: _____

Step No	Activity Rules	What can cause injury/damage	Result of cause (injury/damage)	Preventative measures (tools, PPE, equipment)	Controls (test, checks)			
	When using a machine to excavate, observe the following:					Safety	Health	Finan.
1	Operator must ensure there are no employees working in this area.	Employees not visible to operate or moving machine.	An injury to all parts of the body and as well as more serious fatal injuries.	Operator must work under close supervision. He must inspect the work area prior to commencing work.	Supervisor to ensure employees are informed and operator works under his supervision.			
2	Machine not to operate while employees are working in same excavations.	Danger of injury of employee by machine.	Bruises, scratches, fractures and fatal.	Supervisor must instruct operator when to commence work.	Supervisor to control and enforce procedure.			
3	All excavated materials must be discharged not closer than 2m from the edge of the excavation. When excavating manually, observe the following. See original	Materials can fall onto employees and the excavation may need extra work.	Injuries to employees and the excavation may need extra work.	Supervisor must instruct operator where to place discharged soil and gravel.	Supervisor to control.			
4	Using a pick and a shovel.	Unsafe use of a pick or a shovel.	Injury to employees.	Induct employees on safe working procedures.	Supervisor and charge hand to control.			
5	Check sides of excavations.	Unstable / loose material causes unsafe condition.	Injury to employees and damage to excavations.	Supervisor to inspect sides on a regular basis.	Supervisor / charge hand to control.			
6	Excavated material to be placed away from side of excavation.	Materials can fall onto employees when working inside the excavation.	Bruises, scratches, fractures and fatal.	Employees to be instructed not to place loose soil on edge of the excavation.	Supervisor to control.			
7	All excavations deeper than 1,5 m must have an access ladder available for employees to get into and out of the excavation safely.	Employees not able to enter or exit the excavation safely.	In case of an emergency too many employees may be buried as a result of inadequate access. Employees may also strain muscles to get into or out of an excavation without safe and convenient access.	Providing a ladder makes access into and out of the excavation area easy and safe.	Supervisors to ensure employees are given safe and convenient access to excavations.			

8	Sides of excavation to be shored (if necessary) and barricaded immediately.	Sides may collapse. Employees may NOT BE AWARE OF THE EXCAVATION AND FALL INTO IT.	Damage to the excavation. Injury to employees,	Put adequate shoring and strong physical barricades in place immediately.	Supervisor and chargehand to control.			
9	Excavations must be backfilled as soon as possible after excavation.	Excavations could collapse. Employees could trip and fall in. Vehicles and machinery could damage excavations.	Damage to excavations. Injury to employees. Damage to plant and machinery.	Keep area barricaded with a strong physical barricade and backfill as soon as possible.	Supervisor and chargehand to control.			

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ANNEXURE D PARTICULAR SPECIFICATION
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PA: EPWP Labour intensive specification**[COMPILER TO ADD AS REQUIRED]**

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ANNEXURE D: PARTICULAR SPECIFICATIONS

PA: EPWP LABOUR INTENSIVE SPECIFICATION

PA1. LABOUR INTENSIVE COMPETENCIES OF SUPERVISORY AND MANAGEMENT STAFF

Contractors having a CIDB contractor grading designation of 4EP and higher shall only engage supervisory and management staff in labour intensive works who have either completed, or are registered for training towards, the skills programme outlined in Table 1.

The managing principal of the contractor, namely, a sole proprietor, the senior partner, the managing director or managing member of a close corporation, as relevant, having a contractor grading designation of 1CE, 2EP, 3EP and 4EP upwards shall have personally completed, or 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 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

PA2. **EMPLOYMENT OF UNSKILLED AND SEMI-SKILLED WORKERS IN LABOUR-INTENSIVE WORKS**

PA2.1 **Requirements for the sourcing and engagement of labour**

PA2.1.1 Unskilled and semi-skilled labour required for the execution of all labour intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.

PA2.1.2 The rate of pay set for the SPWP is R per task or per day.

(Compiler to insert value determined by public body in terms of clause 2.2 of the Guidelines for the Implementation of Labour Intensive Projects under the Expanded Public Works Programme (EPWP)).

PA2.1.3 Tasks established by the contractor must be such that:

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

PA2.1.4 The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of (3).

PA2.1.5 The Contractor shall, through all available community structures, inform the local community of the labour intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:

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

PA2.1.6 The Contractor shall endeavour to ensure that the expenditure on the employment of temporary workers is in the following proportions:

- a) 40 % women;
- b) 60% youth who are between the ages of 18 and 35; and
- c) 2% on persons with disabilities.

PA2.2 **Specific provisions pertaining to SANS 1914-5**

PA2.2.1 **Definitions**

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

PA2.2.2 **Contract participation goals**

- a) There 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.
- b) 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.

PA2.2.3 Terms and conditions for the engagement of targeted labour

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

PA2.2.4 Variations to SANS 1914-5

- a) The definition for net amount shall be amended as follows:
- b) 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.
- c) 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.

PA2.2.5 Training of targeted labour

- a) 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.
- b) 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.
- c) 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.
- d) 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.
- e) The contractor shall do nothing to dissuade targeted labour from participating in training programmes.
- f) 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 (d) above.
- g) Proof of compliance with the requirements of (b) to (g) must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

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APPENDICES

MUNICIPAL BIDDING DOCUMENTS (MBD)

MBD 4- DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state*.
1. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
- 3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
 - 3.1 Full Name:
 - 3.2 Identity Number:
 - 3.3 Company Registration Number:
 - 3.4 Tax Reference Number:
 - 3.5 VAT Registration Number:
- 3.6 Are you presently in the service of the state* YES/NO

* MSCM Regulations: "in the service of the state" means to be –

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

3.6.1 If so, furnish particulars.

.....

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

3.7.1 If so, furnish particulars.

.....

.....

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

3.8.1 If so, furnish particulars.

.....
.....

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

3.9.1 If so, furnish particulars

.....
.....

3.10

Are any of the company's directors, managers, principle shareholders or stakeholders in service of the state?

YES/NO

3.10.1 If so, furnish particulars.

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

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

3.11.1 If so, furnish particulars.

.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value not exceeding R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.
- 1.3 Preference points for this bid shall be awarded for:
- (a) Price; and
 - (b) B-BBEE Status Level of Contribution.
- 1.4 The maximum points for this bid are allocated as follows:

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

- 1.5 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003) as amended by Act No 46 of 2013;
- (f) **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;

- (g) **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- (h) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- (i) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (k) **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (l) **“non-firm prices”** means all prices other than “firm” prices;
- (m) **“person”** includes a juristic person;
- (n) **“QSE”** means a Qualifying Small Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (o) **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- (p) **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- (q) **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- (r) **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- (s) **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

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

- 5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

- 5.2 A bidder who qualifies as an EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.
- 5.3 A Bidder other than EME or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

- 7.1 B-BBEE Status Level of Contribution: = (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.

8. SUB-CONTRACTING

8.1 30% of the contractual amount must be subcontracted specifically to local companies within Jurisdiction of Dipaleseng Local Municipality.

8.2 1% of the contractual amount must be for social responsibility.

8.3 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

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

8.5 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

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

DATE:
ADDRESS
.....

MBD 6.2

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x.

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9.(1) and 9.(3) make provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Regulation 9.(3) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.
- 1.4. Where necessary, for bids referred to in paragraphs 1.2 and 1.3 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.5. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.6. The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

$$LC = 1 - \left(\frac{x}{y} \right) \times 100$$

Where

x imported content

y bid price excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid as required in paragraph 4.1 below.

1.7. A bid will be disqualified if:

- the bidder fails to achieve the stipulated minimum threshold for local production and content indicated in paragraph 3 below; and
- this declaration certificate is not submitted as part of the bid documentation.

2. Definitions

- 2.1. **“bid”** includes advertised competitive bids, written price quotations or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;

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

3. The stipulated minimum threshold(s) for local production and content for this bid is/are as follows:

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

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

YES / NO

- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.

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

Indicate the rate(s) of exchange against the appropriate currency in the table below:

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR

**MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION,
PARTNERSHIP OR INDIVIDUAL)**

IN RESPECT OF BID No.

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

.....

NB The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

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

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286.

(c) The local content has been calculated using the formula given in clause 3 of SATS 1286, the rates of exchange indicated in paragraph 4.1 above and the following figures:

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

If the bid is for more than one product, a schedule of the local content by product shall be attached.

(d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286.

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

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	<p>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?</p> <p>(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).</p> <p>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.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>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)?</p> <p>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.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

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 <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Is the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS

DECLARATION FORM TRUE AND CORRECT.

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

.....
.....

.....

.....

Signature
Position

Date

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

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

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

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

