

MOGALAKWENA LOCAL MUNICIPALITY



PROJECT NAME: ELECTRIFICATION OF 75 RESIDENTIAL CONSUMER CONNECTIONS IN OLD GA-PILA (LEKITING) VILLAGE WITHIN MOGALAKWENA LOCAL MUNICIPALITY AREA OF JURISDICTION

TENDER NO: 21-2020/2021

ADVERT DATE: 05 NOVEMBER 2020

CLOSING DATE: 07 DECEMBER 2020

TIME: 12H00

NAME OF TENDERER: _____

TENDERED AMOUNT: _____

TENDER SUM IN WORDS: _____

CONTACT PERSON: _____

CELL NUMBER: _____

FAX NUMBER: _____

OFFICE NUMBER: _____

EMAIL ADDRESS: _____

POSTAL ADDRESS: _____

MOGALAKWENA LOCAL MUNICIPALITY

ELECTRIFICATION OF RESIDENTIAL CONSUMER CONNECTIONS IN OLD GA-PILA (LEKITING) VILLAGE WITHIN MOGALAKWENA LOCAL MUNICIPALITY AREA OF JURISDICTION

TENDER REFERENCE NUMBER: 21-2020/2021

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MOGALAKWENA LOCAL MUNICIPALITY

**ELECTRIFICATION OF RESIDENTIAL CONSUMER CONNECTIONS IN OLD GA-PILA
(LEKITING) VILLAGE WITHIN MOGALAKWENA LOCAL MUNICIPALITY AREA OF
JURISDICTION**

TENDER REFERENCE NUMBER: 21-2020/2021

T1.1TENDER NOTICE AND INVITATION TO TENDER

T1.1.1 TENDER NOTICE

MOGALAKWENA LOCAL MUNICIPALITY

TENDER REFERENCE NUMBER: 21-2020/2021

ELECTRIFICATION OF RESIDENTIAL CONSUMER CONNECTIONS IN OLD GA-PILA (LEKITING) VILLAGE WITHIN MOGALAKWENA LOCAL MUNICIPALITY AREA OF JURISDICTION

Mogalakwena Local Municipality invites tenders for the project: "ELECTRIFICATION OF RESIDENTIAL CONSUMER CONNECTIONS IN OLD GA-PILA (LEKITING) VILLAGE WITHIN MOGALAKWENA LOCAL MUNICIPALITY AREA OF JURISDICTION"

Only tenderers fulfilling the eligibility criteria (as included in the Tender Data) are eligible to submit tenders. It is estimated that tenderers should have a CIDB contractor grading of **3EP** or higher.

BID DOCUMENTS CONTAINING THE CONDITIONS OF BIDS AND REQUIREMENTS CAN BE DOWNLOADED ON E-TENDERS PUBLICATION PORTAL AT www.etenders.gov.za for free and also on www.mogalakwena.gov.za

The respective project name with the project number must be clearly marked on the envelope before submission.

Complete tender documents, fully priced, signed and sealed in an envelope must be deposited in the Tender Box at Mogalakwena Municipality, 54 Retief Street, Mokopane, for the above projects.

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

N.B Service providers should take note that no Bid/Service will be awarded to a service provider who are not registered and valid on Web Based Central Supplier Database (CSD).

For further technical enquiries please contact Electrical Services, 1st Floor, Room 103, Civic Centre, 54 Retief Street, Mokopane, telephone number (015) 491 9601/9691

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

Yours faithfully,

B.S. GUNQISA

MUNICIPAL MANAGER

CIVIC CENTRE

P O BOX 34

MOKOPANE

0600

NOTICE NO. 155/2020

MOGALAKWENA LOCAL MUNICIPALITY

**ELECTRIFICATION OF RESIDENTIAL CONSUMER CONNECTIONS IN OLD GA-PILA
(LEKITING) VILLAGE WITHIN MOGALAKWENA LOCAL MUNICIPALITY AREA OF
JURISDICTION**

TENDER REFERENCE NUMBER: 21-2020/2021

T1.1.2 INVITATION TO TENDER (MBD1)

Bid Number: **21-2020/2021**

Closing Date: **30 NOVEMBER 2020**

Closing Time: **12h00**

Bid Description: **ELECTRIFICATION OF RESIDENTIAL CONSUMER CONNECTIONS IN OLD
GA-PILA (LEKITING) VILLAGE WITHIN MOGALAKWENA LOCAL
MUNICIPALITY AREA OF JURISDICTION**

Bid documents may be posted to: PO Box 34
Mokopane,
0600

Bid documents may be deposited in the tender box at: Civic Centre
54 Retief Street
Mokopane
0600

**BIDDERS SHOULD ENSURE THAT BIDS ARE DELIVERED TIMEOUSLY TO THE CORRECT
ADDRESS. IF THE BID IS LATE, IT WILL NOT BE ACCEPTED FOR CONSIDERATION.**

This bid will be evaluated and adjudicated according to the following criteria:

1. Relevant specifications (as per Terms of Reference)
2. Evaluation criteria presented in Tender Data
3. Price
4. Proven experience
5. Proven capacity and capability to execute the contract
6. PPPFA, applicable legislation & associated regulations

**NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE
(as defined in Regulation 1 of the Local Government:
Municipal Supply Chain Management Regulations)**

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

Name of Bidder

Postal Address

.....

Street Address

.....

Telephone Number Code: Number:

Cellphone Number

Facsimile Number Code: Number:

VAT Registration Number

Has An Original Tax Clearance Certificate been attached to the Tender Submission (MBD 2)?
(YES/NO)

Has a B-BBEE status level verification certificate been submitted? (MBD 6.1)? **YES/NO**
(delete which is not applicable)

If yes, who was the certificate issued by?

- ☐ An accounting officer as contemplated in the Close Corporation Act (CCA)
- ☐ A verification agency accredited by the South African National Accreditation System (SANAS)
- ☐ A registered auditor

[Tick Applicable Box]

(A B-BBEE status level verification certificate must be submitted in order to qualify for preference points for B-BBEE)

Are you the Accredited Representative in South Africa for the goods or services offered by you?
(YES/NO) **(IF YES ENCLOSE PROOF)**

Signature of Bidder:

Date

Capacity under which the Bid Document is signed:

.....

Total Bid Price (In Words)

.....

Total Number of Items Offered

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Contact Person: MC Rasekgala
Tel: 015 491 9662
E-mail: scm@mogalakwena.gov.za

ANY ENQUIRIES REGARDING THE TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person: Mr. GN Ramango
Tel: 015 491 9601/9691
E-mail: ramangog@mogalakwena.gov.za

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person: Mr. Ignatious Lebogang Motsene
Tel: 015 296 0245
Fax 086 545 1820 / 015 291 0745
E-mail: lebo@voltconsulting.co.za

MOGALAKWENA LOCAL MUNICIPALITY

**ELECTRIFICATION OF RESIDENTIAL CONSUMER CONNECTIONS IN OLD GA-PILA
(LEKITING) VILLAGE WITHIN MOGALAKWENA LOCAL MUNICIPALITY AREA OF
JURISDICTION**

TENDER REFERENCE NUMBER: 21-2020/2021

T1.2TENDER DATA

MOGALAKWENA LOCAL MUNICIPALITY

ELECTRIFICATION OF RESIDENTIAL CONSUMER CONNECTIONS IN OLD GA-PILA (LEKITING) VILLAGE WITHIN MOGALAKWENA LOCAL MUNICIPALITY AREA OF JURISDICTION

TENDER REFERENCE NUMBER: 21-2020/2021

T1.2.1 CONDITIONS OF TENDER

The Conditions of Tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (CIDB Board Notice 86 of 2010, May 2010). (*Refer to www.cidb.org.za*). This is reproduced without amendment or alteration for the convenience of tenderers as part of the Tender Data.

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

The Additional Conditions of Tender are:

- Tender offers will only be accepted if the Tenderer is free of any common ownership interest with the successful tenderer for the Mogalakwena Local Municipality Bid Number(s) **21-2020/2021 TBC** These bids were advertised for **21-2020/2021**

Clause No.	Tender Data
F.1.1	The employer is the Mogalakwena Local Municipality
F.1.2	The tender documents issued by the employer comprise: <ul style="list-style-type: none"> T1.1 Tender Notice and Invitation to Tender <ul style="list-style-type: none"> T1.1.1 Tender Notice Number 21-2020/2021 T1.1.2 Invitation to Tender (MBD1) T1.2 Tender Data <ul style="list-style-type: none"> T1.2.2 Conditions of Tender T1.2.3 Responsiveness Criteria and Evaluation of Bids T1.2.4 Standard Conditions of Tender T2.1 List of Returnable Documents T2.2 Returnable Schedules (including applicable MBD forms) C1.1 Forms of Offer and Acceptance C1.2 Contract Data C2.1 Pricing Instructions

Clause No.	Tender Data
	C2.2 Activity Schedule / Bill of Quantities
	C3 Scope of Work C4 Site Information
	Annexures Annexure A: Health and Safety Specification Annexure B: Construction Occupational Health-Safety-Environment Requirements Annexure C: Guidelines for the Development of a Health & Safety Plan Annexure D: Guide to Risk Assessment Annexure E: Generic Environmental Management Requirements Design Information
F.1.4	The Employer's Agent is Company: Volt Consulting Engineers Address: 15 Pierre Street, Suite No. 13, Ficus Park , Bendor Park, 0699 Telephone Number: 015 296 0245 Fax Number: 015 291 0745 / 086 545 1820 Contact Person: Mr Ignatious Lebogang Motsene E-mail: lebo@voltconsulting.co.za
F.2.1	Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders : <ul style="list-style-type: none"> - At least 5 years proven previous experience of successfully completed contracts of a similar value and nature which is to be detailed in the Tender Returnables. Client references that will be verified and contacted must be provided. - Proven previous experience on contracts of a similar value and nature, which is to be detailed in the Tender Returnables - Proven availability of resources (personnel, equipment, etc.), which is to be detailed in the Tender Returnables - Proven availability of skills to manage and perform the contract, which is to be detailed in the Tender Returnables - Tenderer must have in their full time employ a foreman with at least N3 electrician qualification, at least 5 years relevant experience, registered with the Department of Labour in the appropriate category, with valid wireman's licence, and who will be available on a full time basis to supervise the project - Satisfactory financial standing and capability. The Tenderer's bid submission must satisfactorily exhibit compliance with the above criteria including the use of supporting documentation as and when necessary
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 contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for and in the "EP" Construction Works Category (Electrical Engineering Work – Infrastructure), are eligible to submit tenders.

Clause No.	Tender Data
F.2.1	<p>Joint ventures are eligible to submit tenders provided that:</p> <ul style="list-style-type: none"> - every member of the joint venture is registered with the CIDB; - the lead partner has a contractor grading designation in the “EP” Construction Works Category; and - 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 and in the “EP” Construction Works Category.
F.2.7	A compulsory briefing session won’t be held due to Covid-19 Regulations.
F.2.12	If a tenderer wish to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably enables the Employer’s objectives for the services as stated in the Scope of Work to be achieved.
F.2.13.3	The completed tender offer shall be submitted in hard copy as original, plus 2 copies.
F.2.13.5	<p>The Employer’s address for delivery of tender offers is:</p> <p>Tender Box Civic Centre 54 Retief Street Mokopane 0600</p>
F.2.13.5	<p>The identification details to be shown on each tender offer package are:</p> <p>Electrification of Residential Consumer Connections in Old Ga-Pila (Lekiting) village within Mogalakwena Local Municipality Area Jurisdiction</p> <p>Tender Reference Number: 21-2020/2021</p> <p>Tenderer’s Name</p>
F.2.13.9	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
F.2.15.1	The closing time for submission of tender offers is: 12h00 on 07 December 2020.
F.2.16.1	The tender offer validity period is 90 days.
F.2.18 & F.2.23	<p>The tenderer is required to submit the following certificates with his tender submission:</p> <ul style="list-style-type: none"> - an Original valid Tax Clearance Certificate issued by the South African Revenue Services - either a Certificate of Contractor Registration issued by the Construction Industry Development Board OR a copy of the application form for registration in terms of the Construction Industry Development Board Act - a valid Letter of Good Standing issued by the Compensation Commissioner or the tenderer’s Compensation Insurer, in respect of the COID Act. <p>Failure to submit these certificates with the tender submission before the closing time for submission shall render the tender offer non-responsive.</p>

Clause No.	Tender Data
F.3.4	The opening of tender offers received will take place immediately after the tender closing time at: Civic Centre 54 Retief Street Mokopane 0600
F.3.5	A two-envelope procedure will not be followed.
F.3.13	<p>Tender offer(s) will only be accepted on condition that:</p> <ul style="list-style-type: none"> - the Tenderer has submitted with his tender offer and has in his or her possession an original Tax Clearance Certificate issued by the South African Revenue Services; - the Tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation; - the Tenderer is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges; - 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; - the Tenderer has not abused the Employer's Supply Chain Management System; - the Tenderer has not failed to perform on any previous contract and has been given a written notice to this effect; - the Tenderer 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.3.11	An evaluation panel of not less than three persons will be appointed. The procedure for the evaluation of responsive tenders is described in F.3.11.2.
F.3.11.7	The financial offers of tenders passing the functionality evaluation will be scored using the formula in the supply chain management policy.
F.3.11.8	<p>Preference points will be allocated according to the supply chain management policy upon submission of valid certificates on the 90/10 system.</p> <hr/>

F.3.11.9	The following Quality Criteria and weightings will be applied to calculate the score for quality allocated to the submission under consideration:		
	Criteria Description	Maximum Score	Weighted Score
	Bank Rating	100	5
	Understanding the Scope of Work and Submission of the Work Plan	100	20
	Core Personnel	200	25
	Tenderer's Previous Experience (recent similar projects)	100	25
	Plant and Equipment	100	10
	Locality	100	5
	TOTAL	700	90
F.3.17	The number of paper copies of the signed contract to be provided by the Employer is one (1).		

MOGALAKWENA LOCAL MUNICIPALITY

ELECTRIFICATION OF RESIDENTIAL CONSUMER CONNECTIONS IN OLD GA-PILA (LEKITING) VILLAGE WITHIN MOGALAKWENA LOCAL MUNICIPALITY AREA OF JURISDICTION

TENDER REFERENCE NUMBER: 21-2020/2021

T1.2.2 RESPONSIVENESS CRITERIA AND EVALUATION OF BIDS

RESPONSIVENESS CRITERIA

The Mogalakwena Municipality will consider Bids (tender offers) if it meets the following responsiveness criteria:

- The bid must be properly received in a sealed envelope clearly indicating the description of the service and the bid number for which the bid is submitted.
- The bid must be deposited in the relevant bid box as indicated on the tender notice and invitation to tender on or before the closing date and time of the bid.
- **Bid forms must be completed in full and each page of the bid initialled.** The whole set of documents, together with any other relevant documentation, must be submitted on the closing date.
- Submission of all Tender Returnables as per Sections T2.1 and T2.2
- Completed all Tender Returnable Schedules as per Sections T2.1 and T2.2 and submission of all documentation called for by these schedules
- Completed preference forms as per tender returnable schedules, if applicable.
- B-BBEE points will only be allocated to bidders who submitted a B-BBEE status level scorecard in accordance with tender returnable schedules
- Where required by the Pricing Data, the applicable Schedule of Activity / Bill(s) of Quantities **must** be included with the tender submission on or before the closing date of this tender. The Schedule of Activity / Bill(s) of Quantities must be completed by hand in black ink.
- Compliance with other requirements of the bid and technical specifications.

EVALUATION OF BIDS

- All bids received shall be evaluated in terms of the Supply Chain Management Regulations, Mogalakwena Municipality Supply Chain Management Policy, the Preferential Procurement Policy Framework Act, and other applicable legislation. The 80/20 or 90/10 points system will apply.
- Bids received will firstly be evaluated for functionality in terms of the criteria specified in the Tender Data. Only bids that score higher than the minimum score for quality/functionality, as indicated in the Tender Data, will be included in the full tender evaluation process.
- The Council reserves the right to accept all, some, or none of the bids submitted – either wholly or in part – and it is not obliged to accept the lowest bid.

By submitting this bid, bidders authorise the municipality or its delegate(s) to carry out any investigation deemed necessary to verify the correctness of the statements and documents submitted and that such documents reasonably reflect the ability of the Bidder to provide the goods and services required by the Council.

MOGALAKWENA LOCAL MUNICIPALITY

**ELECTRIFICATION OF RESIDENTIAL CONSUMER CONNECTIONS IN OLD GA-PILA
(LEKITING) VILLAGE WITHIN MOGALAKWENA LOCAL MUNICIPALITY AREA OF
JURISDICTION**

TENDER REFERENCE NUMBER: 21-2020/2021

T1.2.3 STANDARD CONDITIONS OF TENDER

*(As contained in Annexure F of the Construction Industry Development Board
Standard for Uniformity in Construction Procurement, as per Board Notice 86 of 2010
as amended up to Government Gazette 33239)*

F.1. General

F.1.1.Actions

F.1.1.1. The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

F.1.1.2. The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

- Note:
- 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.
 - 2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

F.1.1.3. The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

F.1.2.Tender Documents

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

F.1.3.Interpretation

F.1.3.1. The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

F.1.3.2. These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

F.1.3.3. For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
 - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- f) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

F.1.4.Communication and employer's agent

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

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

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

F.1.5.2. The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

F.1.6.Procurement procedures

F.1.6.1. General

Unless otherwise stated in the tender data, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

F.1.6.2. Competitive negotiation procedure

F.1.6.2.1. Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names

of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

F.1.6.2.2. All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

F.1.6.2.3. At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

F.1.6.2.4. The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after tenderers have been requested to submit their best and final offer.

F.1.6.3. Proposal procedure using the two stage-system

F.1.6.3.1. Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

F.1.6.3.2. Option 2

F.1.6.3.2.1. Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

F.1.6.3.2.2. The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

F.2. Tenderer's obligations

F.2.1. Eligibility

F.2.1.1. Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

F.2.1.2. Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

F.2.2. Cost of tendering

Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

F.2.3.Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

F.2.4.Confidentiality and copyright of documents

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

F.2.5.Reference documents

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

F.2.6.Acknowledge addenda

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

F.2.7.Clarification meeting

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

F.2.8.Seek clarification

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

F.2.9.Insurance

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

F.2.10. Pricing the tender offer

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

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

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

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

F.2.11. Alterations to documents

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

F.2.12. Alternative tender offers

F.2.12.1. Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

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

F.2.13. Submitting a tender offer

F.2.13.1. Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

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

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

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

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

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

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

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

F.2.13.9. Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

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

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

F.2.15. Closing time

F.2.15.1. Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

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

F.2.16. Tender offer validity

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

F.2.16.2. If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

F.2.16.3. Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

F.2.16.4. Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".

F.2.17. Clarification of tender offer after submission

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

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

F.2.18. Provide other material

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

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

F.2.19. Inspections, tests and analysis

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

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

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

F.2.21. Check final draft

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

F.2.22. Return of other tender documents

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

F.2.23. Certificates

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

F.3. The employer's undertakings

F.3.1. Respond to requests from the tenderer

F.3.1.1. Unless otherwise stated in the Tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

F.3.1.2. Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

F.3.2. Issue Addenda

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

F.3.3. Return late tender offers

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

F.3.4.Opening of tender submissions

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

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

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

F.3.5.Two-envelope system

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

F.3.5.2. Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the

F.3.5.3. Total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

F.3.6.Non-disclosure

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

F.3.7.Grounds for rejection and disqualification

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

F.3.8.Test for responsiveness

F.3.8.1. Determine, after opening and before detailed evaluation, whether each tender offer properly received:

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

F.3.8.2. Responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

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

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

F.3.9.Arithmetical errors, omissions and discrepancies

F.3.9.1. Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

F.3.9.2. Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
 - i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - ii) the summation of the prices.

F.3.9.3. Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

F.3.9.4. Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

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

F.3.10. Clarification of a tender offer

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

F.3.11. Evaluation of tender offers

F.3.11.1. General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

F.3.11.2. Method

Bids received will firstly be evaluated for functionality in terms of the criteria specified in the Tender Data. Only bids that score higher than the minimum score for quality/functionality, as indicated in the Tender Data, will be included in the full tender evaluation process.

F.3.12. Insurance provided by the employer

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

F.3.13. Acceptance of tender offer

Accept the tender offer, if in the opinion of the employer, it does not present any unacceptable commercial risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

F.3.14. Prepare contract documents

F.3.14.1. If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the employer and the successful tenderer.

F.3.14.2. Complete the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.15. Complete adjudicator's contract

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

F.3.16. Notice to unsuccessful tenderers

F.3.16.1. Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

F.3.16.2. After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

F.3.17. Provide copies of the contracts

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

F.3.18. Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

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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 returnable documents 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 complete all relevant schedules and return all information requested. Failure to provide the completed documentation will lead to disqualification of the tenderer's bid.

(Bidders may use the right-most column of the tables below to confirm that documents have been completed and returned by inserting a tick)

Returnable Schedules Required for Tender Evaluation Purposes (Included hereafter for completion)

	MBD 1: Invitation to bid (See Section T1.1)	
1	MBD 2: Tax clearance certificate requirements including Original and Valid Tax Clearance Certificate issued by SARS	
2	MBD 3.1 – 3.3: Pricing schedule (whichever is applicable)	
3	MBD 4: Declaration of interest	
4	MBD 5: Declaration for procurement above R10 million (VAT included)	
5	MBD 6.1: Preference points claim form in terms the Preferential Procurement Regulations 2001 including BBBEE certificate issued by accredited service provider	
6	MBD 7.1 – 7.3: Contract form (whichever is applicable)	
7	MBD 8: Declaration of bidder's past supply chain management	
8	MBD 9: Certificate of independent bid determination	
9	Certificate of Attendance at Clarification Meeting	
10	Authority of Signatory	
11	Compulsory Enterprise Questionnaire	
12	Proposed Amendments and Qualifications	
	Evaluation Schedules	
13	Bank Rating	
14	Understanding the Scope of Works and Submission of a Suitable Work Plan	
15	Core Personnel Schedule	
16	Tenderer's Previous Experience	

17	Record of Similar Projects (Township Electrification Projects) provided to Organs of State	
18	Health, Safety and Environmental Evaluation schedule	
19	Schedule of Proposed Sub-Contractors	
20	Schedule of Plant and Equipment Available for the Contract	
21	Tenderer's Current Project Commitments	

**Other Documents Required for Tender Evaluation Purposes
(Append to applicable schedule in submission document)**

22	Proof of Authority of Signature	
23	An original Valid Tax Clearance Certificate must be submitted with the bid on the closing time and date of the bid.	
24	Relevant CIDB registration in the required grade	
25	Company's proof of payment of municipal rates and taxes	
26	Certified copies of company registration certificate (c.c. certificate) with shareholding	
27	Complete list of directors indicating shareholding, race, gender and locality. Any disability claims must be accompanied by a medical certificate.	
28	BBBEE enterprise certificate issued by accredited verification agency, or declaration by accountant / auditor for verification of Tenderers BBBEE status	
29	Certificate of Registration / Letter of Good Standing for Compensation for Occupational Injury and Disease (COID Certificate) issued by the Compensation Commissioner or relevant Insurance Company.	
30	Proof of Tenderer's all risk / works insurance	
31	Audited financial statements (project above R10 million).	
32	Proof of Purchase of the original bid document (original / certified copy)	
33	Submission of a Joint Venture Agreement, where applicable, which has been properly signed by all parties. <i>(Also see below)</i>	

**Returnable Schedules that will be incorporated into the Contract
(to be attached with submission)**

	Original bid document	
	Proof of purchase of the original bid document	
34	Addenda to Tender Documents and Record of Addenda to Tender Documents	

Other Schedules and Documents that will be Incorporated into the Contract

	Signed Joint Venture / Consortia Agreements (if applicable)	
	Form of Offer of the Form of Offer and Acceptance completed and signed <i>Please note that the Amount in Words must be completed on the Form of Offer</i>	
	Contract Data (Part 2)	
	Pricing Data <i>Including completed Detailed Price Quotation / Price Proposal / Activity Schedule(s) / Bill(s) of Quantities (as applicable)</i>	

Name of bidder (Company name or Owner's name)

Date confirmed: _____

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<p>T2.2 RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES</p>

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T2.2.1 TAX CLEARANCE REQUIREMENTS (MBD 2)

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

1. In order to meet this requirement bidders are required to complete in full the form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of twelve (12) months from date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved each party must submit a separate Tax Clearance Certificate.
5. Copies of the "Application for Tax Clearance Certificate" (TCC 001) are available at any SARS Office nationally or the website www.sars.gov.za.
6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDER(S)

DATE:

ADDRESS:

.....

.....

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**T2.2.2 PRICING SCHEDULE – FIRM PRICES
(PURCHASES) (MBD 3.1)**

**NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES
SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

***IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE
PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT***

Name of Bidder	Bid Number
Closing Time 12:00 p.m.....	Closing Date 07/12/2020

Offer to be valid for _____ days from the closing date of bid.

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

- Required by:

- At:

- Brand and Model

- Country of Origin

- Does the offer comply with the specification(s)? ***YES/NO**

- If not to specification, indicate deviation(s)

.....

.....

.....

- Period required for delivery

*Delivery: Firm/Not firm

- Delivery basis

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

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

* Delete if not applicable

.....

Signature

.....

Date

.....

Capacity/Position

.....

Name of Bidder

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TENDER REFERENCE NUMBER: 21-2020/2021

T2.2.3 DECLARATION OF INTEREST (MBD 4)

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
 - 3.1. Full Name of bidder or his or her representative:
 - 3.2. Identity Number:
 - 3.3. Position occupied in the Company (director, trustee, shareholder²):
 - 3.4. Company Registration Number:
 - 3.5. Tax Reference Number:
 - 3.6. VAT Registration Number:
 - 3.7. The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in Paragraph 4 below.

-
- ¹ 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.
- ² Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

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

3.8.1. If yes, furnish particulars.
.....

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

3.9.1. If yes, furnish particulars.
.....
.....

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

3.10.1. If yes, furnish particulars.
.....
.....

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

3.11.1. If yes, furnish particulars.
.....
.....

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

3.12.1. If yes, furnish particulars.
.....
.....

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

3.13.1. If yes, furnish particulars.
.....
.....

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

3.14.1. If yes, furnish particulars.

.....

.....

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

Full Name	Identity Number	State Employee Number

.....

Signature

Capacity/Position

.....

Date

Name of Bidder

MOGALAKWENA LOCAL MUNICIPALITY

**ELECTRIFICATION OF RESIDENTIAL CONSUMER CONNECTIONS IN OLD GA-PILA
(LEKITING) VILLAGE WITHIN MOGALAKWENA LOCAL MUNICIPALITY AREA OF
JURISDICTION**

TENDER REFERENCE NUMBER: 21-2020/2021

T2.2.4	DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED) (MBD 5)
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For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire:

1. Are you by law required to prepare annual financial statements for auditing? **YES / NO**
 - 1.1. If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.
.....
.....
2. Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days? **YES / NO**
 - 2.1. If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.
 - 2.2. If yes, provide particulars
.....
.....
.....
.....
3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? **YES / NO**
 - 3.1. If yes, provide particulars
.....
.....
.....
.....

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

4.1. If yes, provide particulars

.....

.....

.....

.....

CERTIFICATION

I, THE UNDERSIGNED (FULL 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

.....

Capacity/Position

.....

Name of Bidder

MOGALAKWENA LOCAL MUNICIPALITY

**ELECTRIFICATION OF RESIDENTIAL CONSUMER CONNECTIONS IN OLD GA-PILA
(LEKITING) VILLAGE WITHIN MOGALAKWENA LOCAL MUNICIPALITY AREA OF
JURISDICTION**

TENDER REFERENCE NUMBER: 21-2020/2021

**T2.2.5 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE
PREFERENTIAL PROCUREMENT REGULATIONS 2017 (MBD 6.1)**

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

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

1. GENERAL CONDITIONS

- 1.1. The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R 50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R 50 000 000 (all applicable taxes included).
- 1.2. The value of this bid is estimated to exceed R 50 000 000 (all applicable taxes included) and therefore the 90/10 system shall be applicable.
- 1.3. Preference points for this bid shall be awarded for:
- Price; and
 - B-BBEE Status Level of Contribution.

- 1.3.1. The maximum points for this bid are allocated as follows:

	POINTS
1.3.1.1. Price	80
1.3.1.2. B-BBEE Status Level of Contribution	20
Total points for Price and B-BBEE must not exceed	100

- 1.4. Failure on the part of a bidder to fill in and/or to sign this form and 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 an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.5. 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

- 2.1. **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2. **“Approved” or “Approval”** shall mean approved by the Council’s representative defined in the specification.
- 2.3. **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.4. **“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;
- 2.5. **“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;
- 2.6. **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.7. **“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;
- 2.8. **“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;
- 2.9. **“Contractor”** shall mean the tenderer whose tender has been accepted by the Council and shall include the tenderer’s legal personal representative, heirs, successors and assigns.
- 2.10. **“Contract price(s)”** shall mean the price(s) tendered by the Contractor and accepted by the Council for the execution of the contract.
- 2.11. **“Council”** shall mean the Mogalakwena Local Municipality
- 2.12. **“Contract”** shall mean and include the Council’s General Conditions of Tender, Service Level Agreement, form of tender, special conditions of contract, the specifications including any schedules, drawings, patterns, samples approved by the Council’s representative relative to the contract and any agreement entered into in terms of the Council’s General Conditions of Tender, herein after referred to as “the General Conditions”.
- 2.13. Council will not be obliged to accept the lowest or any tender: The Council is not obliged to accept the lowest or any tender and do not have to give reasons for its decision.
- 2.14. **“Date of delivery”** shall mean the date stipulated in the contract of the delivery of the work.
- 2.15. **“Date of tender”** shall mean the date and time on which tenders are due to be deposited in terms of the advertisement calling for tenders.
- 2.16. **“Delivery”** shall mean delivery in compliance with the terms and conditions of the contract at the place specified in the contract.
- 2.17. **“EME”** means any enterprise with annual total revenue of R5 million or less.
- 2.18. **“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;
- 2.19. **“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;

- 2.20. "Guarantee" The work tendered for must be guaranteed to comply in every respect with the specifications.
- 2.21. "Goods" shall mean the machinery, plant, equipment apparatus, material or work to be supplied under the contract.
- 2.22. "Insurance" Proof of Public Liability Insurance of R 1 000 000.00 must accompany the tender.
- 2.23. "Marking of tender envelope" Tender envelopes must be marked according to the relevant tender that you are tendering for.
- 2.24. "Month" shall mean a calendar month.
- 2.25. **"Non-firm prices"** means all prices other than "firm" prices;
- 2.26. "Payment" Payment will be effected within 30 days of receipt of an invoice, which contains full particulars of the work delivered, on condition that the said work have already been delivered at the indicated sites of the Council and that the Manager Electrical Services is satisfied that the work delivered was in accordance with the tender. A retention of ten percent (10%) will be applicable for twelve months and will only be paid out after a final inspection has been done by Council Officials.
- 2.27. **"Person"** includes a juristic person;
- 2.28. "Prices" The price offered must be the amount tendered for the clearing of bushes per kilometre and VAT must be included in the tendered price.
- 2.29. **"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;
- 2.30. "Specification" shall mean the specification of this tender as per clause 6.
- 2.31. "Site" shall mean the place in which or on which or over which the work must be done.
- 2.32. **"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;
- 2.33. **"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;
- 2.34. **"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
- 2.35. **"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.
- 2.36. "Validity of tender" This tender shall remain valid for the duration of the 2020/2021 financial year with effect from the date of signing of the service level agreement to 31 June 2021.
- 2.37. "Variations" In the event of the work offered differing or varying from the specification, all such variations shall clearly be indicated, otherwise will be deemed that the items comply with the specification.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1. The bidder obtaining the highest number of total points may be awarded the contract.
- 3.2. This BID is subjected to functionality evaluation.
- 3.3. 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;.
- 3.4. Points scored must be rounded off to the nearest 2 decimal places.
- 3.5. 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.

- 3.6. 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.
- 3.7. Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. FUNCTIONALITY EVALUATION

- 4.1 Functionality evaluation is done according to the information specified in sections T2.2.14, T2.2.15, T2.2.16, T2.2.17 and T2.2.18 of this document. BID's not scoring more than 60% for functionality will be regarded as non-complying to the specifications and will as such be rejected.

5. POINTS AWARDED FOR PRICE

- 5.1. The 80/20 Preference point system for Acquisition of goods or services for Rand value equal to or above R30 000 and up to R50 Million

80/20

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

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

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

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

- 6.2. Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 6.3. Bidders other than EMEs 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.
- 6.4. 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.
- 6.5. 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.
- 6.6. 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.
- 6.7. 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.
- 6.8. 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.

7. BID DECLARATION

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

8. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

- 8.1. 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 an Accounting Officer as contemplated in the CCA).

9. SUB-CONTRACTING

9.1. Will any portion of the contract be sub-contracted? **YES / NO**
(delete which is not applicable)

9.1.1. If yes, indicate:

(i) what percentage of the contract will be sub-contracted? _____ %

(ii) the name of the sub-contractor? _____

(iii) the B-BBEE status level of the sub-contractor?

(iv) whether the sub-contractor is an EME? **YES / NO**
(delete which is not applicable)

10. DECLARATION WITH REGARD TO COMPANY/FIRM

10.1. Name of firm

10.2. VAT registration number

10.3. Company registration number

10.4. Type Of Company/ Firm / Entity

☐ Partnership/Joint Venture / Consortium

☐ One person business/sole propriety

☐ Close corporation

☐ Company

☐ (Pty) Limited

[Tick Applicable Box]

10.5. Describe Principal Business Activities

.....

.....

.....

10.6. Company Classification

☐ Manufacturer

☐ Supplier

☐ Professional service provider

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

[Tick Applicable Box]

10.7. Municipal Information

Municipality where business is situated

Registered Account Number

Stand Number

10.8. Total number of years the company/firm has been in business and registration details?

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

Date of Registration

Date of commencement of business
(if different from Date of Registration)

10.9. I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE 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 BIDDER(S)

DATE:

ADDRESS:

.....

.....

MOGALAKWENA LOCAL MUNICIPALITY

**ELECTRIFICATION OF RESIDENTIAL CONSUMER CONNECTIONS IN OLD GA-PILA
(LEKITING) VILLAGE WITHIN MOGALAKWENA LOCAL MUNICIPALITY AREA OF
JURISDICTION**

TENDER REFERENCE NUMBER: 21-2020/2021

T2.2.6 CONTRACT FORM - PURCHASE OF GOODS/WORKS (MBD 7.1)

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)
.....
in accordance with the requirements and specifications stipulated in bid number
at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tender Data
 - Tender Returnables
 - Contract Data including Special Conditions of Contract;
 - Pricing Data;
 - Technical Specification(s);
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
 -
 -
 -
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)
CAPACITY
SIGNATURE
NAME OF FIRM
DATE

WITNESSES	
1.
2.

MOGALAKWENA LOCAL MUNICIPALITY

**ELECTRIFICATION OF RESIDENTIAL CONSUMER CONNECTIONS IN OLD GA-PILA
(LEKITING) VILLAGE WITHIN MOGALAKWENA LOCAL MUNICIPALITY AREA OF
JURISDICTION**

TENDER REFERENCE NUMBER: 21-2020/2021

**T2.2.7 DECLARATION OF BIDDER'S PAST
SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)**

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

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

Item	Question	Yes	No
4.2.	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <i>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</i>	<input type="checkbox"/>	<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?	<input type="checkbox"/>	<input type="checkbox"/>
4.3.1.	If so, furnish particulars:		
4.4.	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	<input type="checkbox"/>	<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?	<input type="checkbox"/>	<input type="checkbox"/>
4.5.1.	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

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

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

.....

Signature

.....

Date

.....

Capacity/Position

.....

Name of Bidder

MOGALAKWENA LOCAL MUNICIPALITY

**ELECTRIFICATION OF RESIDENTIAL CONSUMER CONNECTIONS IN OLD GA-PILA
(LEKITING) VILLAGE WITHIN MOGALAKWENA LOCAL MUNICIPALITY AREA OF
JURISDICTION**

TENDER REFERENCE NUMBER: 21-2020/2021

T2.2.8	CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)
---------------	-----------------------------------------------------------------

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 per se prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

.....
(*Bid Number and Description*)

in response to the invitation for the bid made by:

.....
(*Name of Municipality / Municipal Entity*)

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

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

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

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.

- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Capacity/Position

.....
Name of Bidder

MOGALAKWENA LOCAL MUNICIPALITY

**ELECTRIFICATION OF RESIDENTIAL CONSUMER CONNECTIONS IN OLD GA-PILA
(LEKITING) VILLAGE WITHIN MOGALAKWENA LOCAL MUNICIPALITY AREA OF
JURISDICTION**

TENDER REFERENCE NUMBER: 21-2020/2021

T2.2.9 CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING

This is to certify that

..... (Tenderer)

of (address)

.....

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

.....

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

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 the person(s) who attended the meeting and who signed the attendance register:

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

MOGALAKWENA LOCAL MUNICIPALITY

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T2.2.10 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
<p>I,, chairperson of the board of directors of</p> <p>....., hereby confirm that by resolution of the board (copy attached) taken on 20..., Mr/Ms</p> <p>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.</p> <p>As witnesses :</p> <p>1 Chairman :</p> <p>2 Date :</p> <p><u>Tenderers must attach a certified copy of the Resolution of the Board</u></p>	

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 authorize 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.

MOGALAKWENA LOCAL MUNICIPALITY

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JURISDICTION**

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T2.2.11 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 in the 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, |
| <input type="checkbox"/> a member of any provincial legislature | national or provincial public entity or |
| <input type="checkbox"/> a member of the National Assembly or the
National Council of Province | constitutional institution within the meaning of the
Public Finance Management Act, 1999 (Act 1 of
1999) |
| <input type="checkbox"/> a member of the board of directors of any
municipal entity | <input type="checkbox"/> a member of an accounting authority of any
national or provincial public entity |
| <input type="checkbox"/> an official of any municipality or municipal entity | |

- ☐ an employee of Parliament or a provincial legislature

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

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, |
| <input type="checkbox"/> a member of any provincial legislature | national or provincial public entity or |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> an official of any municipality or municipal entity | <input type="checkbox"/> an employee of Parliament or a provincial legislature |

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

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; and
- 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.

.....
Signature

.....
Date

.....
Name

.....
Capacity/Position

.....
Enterprise Name

MOGALAKWENA LOCAL MUNICIPALITY

**ELECTRIFICATION OF RESIDENTIAL CONSUMER CONNECTIONS IN OLD GA-PILA
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T2.2.12 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 3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the employer's handling of material deviations and qualifications.

Tenderers must not include deviations or qualifications relating to the scope of work in this schedule where they are required to submit an Approach Paper.

Page	Clause / Item	Proposal

.....
Signature

.....
Date

.....
Name

.....
Capacity/Position

.....
Tenderer

MOGALAKWENA LOCAL MUNICIPALITY

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**T2.2.13 EVALUATION SCHEDULE:
BANK RATING**

The tenderer shall obtain from his / her banker a report with a rating indicating the level of confidence that the Municipality can enter into a contract with the tenderer for a project of the size based on the tender amount that the tenderer shall submit.

The letter shall indicate the availability of sufficient funds to start the project without payment of the first invoice, the way in which the tenderer handles his / her account and the ability of the tenderer to complete a project of the size as per the tender amount of the tenderer.

The letter shall be attached to this schedule.

The scoring of the bank rating will be as follows (Refer to CIDB Best Practise Guideline A3: Evaluation of tender offers August 2006: Edition 3 of CIDB document 1003, Section 6, Note 3):

Score	Rating Description
30	The tenderer has a poor rating (D)
50	The tenderer has an average rating (C)
80	The tenderer has an above average rating (B)
100	The tenderer has an excellent rating (A)

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule and its associated attachments and supporting documents are within my personal knowledge and are to the best of my belief both true and correct.

.....
Signature

.....
Date

.....
Name

.....
Capacity/Position

.....
Tenderer

MOGALAKWENA LOCAL MUNICIPALITY

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**T2.2.14 EVALUATION SCHEDULE:
CONFIRMATION OF REGISTRATION AS ESKOM VENDOR &
PROOF OF ACCESS TO ESKOM STANDARDS (DT) WEBSITE**

1. Registration as ESKOM Vendor

Are you currently registered as a vendor with ESKOM
(delete which is not applicable)

YES / NO

If yes, provide ESKOM Vendor Registration Number

2. Access to ESKOM Standards (DT) Website

Tenderers are required to provide copy of letter from ESKOM Technology Division, Industry Association Resource Centre (IARC) confirming registration for access to the ESKOM DT website containing relevant standards, specifications, standard drawings, etc.

<ATTACH TO THIS PAGE>

The scoring of will be as follows:

Score	Rating Description
50	The tenderer is registered as an ESKOM vendor
50	The tenderer is registered for access to the ESKOM DT website

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule and its associated attachments and supporting documents are within my personal knowledge and are to the best of my belief both true and correct.

.....
Signature

.....
Date

.....
Name

.....
Capacity/Position

.....
Tenderer

MOGALAKWENA LOCAL MUNICIPALITY

**ELECTRIFICATION OF RESIDENTIAL CONSUMER CONNECTIONS IN OLD GA-PILA
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**T2.2.15 EVALUATION SCHEDULE:
UNDERSTANDING THE SCOPE OF WORKS AND
SUBMISSION OF A SUITABLE WORK PLAN**

The understanding of the scope of works is an important aspect of this tender. The Tenderer shall in his/her own words provide his/her understanding of the scope of works for this project covering all aspects of the project (± one A4 page).

The Tenderer shall provide a work plan (± one A4 page) indicating all the tasks required to complete the project on time and to the required standards. Special attention shall be given to safety matters relevant to this project.

The scoring of the "Submitting a Suitable Work Plan" to show the Tenderer's "Understanding of the Scope of Works" will be as follows:

Score	Work Plan
1 - 30	The activity work plan omits important tasks or the timing of the activities and correlation among them are inconsistent with the scope of works. There is lack of clarity and logic in the sequencing.
31 - 50	All key activities are included in the activity work plan, but are not detailed. There are minor inconsistencies between timing, project deliverables and the proposed approach.
51 - 80	The work plan fits the scope of works well; all important activities are indicated in the work plan and their timing and sequencing is appropriate and consistent with project objectives and requirements. There is a fair degree of detail that facilitates understanding of the proposed work plan.
81 - 100	The sequencing and timing of activities are very well defined, indicating that the tenderer has optimized the use of resources. The work plan permits flexibility to accommodate contingencies.

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule and its associated attachments and supporting documents are within my personal knowledge and are to the best of my belief both true and correct.

.....
Signature

.....
Date

.....
Name

.....
Capacity/Position

.....
Tenderer

MOGALAKWENA LOCAL MUNICIPALITY

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**T2.2.16 EVALUATION SCHEDULE:
CORE PERSONNEL SCHEDULE**

The Tenderer must provide names of employees that it intends using for the project positions detailed below. Inclusion of such supporting documentation in the tender submission shall be a prerequisite for functionality evaluation in respect of relevant criteria.

The Tenderer shall clearly indicate the staff member that shall be responsible for the full time Site Foreman/Supervisor position

PROJECT ASSIGNMENT	REQUIRED DATA
Contract Manager	Full Names: Years of Experience: Qualifications/Registrations: Relevant Project Experience:
Site Agent/ Supervisor	Full Names: Years of Experience: Qualifications/Registrations: Relevant Project Experience:

PROJECT ASSIGNMENT	REQUIRED DATA
Team Leader	<p>Full Names:</p> <p>.....</p> <p>Years of Experience:</p> <p>Qualifications/Registrations:</p> <p>.....</p> <p>Relevant Project Experience:</p> <p>.....</p> <p>.....</p> <p>.....</p>
Safety Officer	<p>Full Names:</p> <p>.....</p> <p>Years of Experience:</p> <p>Qualifications/Registrations:</p> <p>.....</p> <p>Relevant Project Experience:</p> <p>.....</p> <p>.....</p> <p>.....</p>
Electrician (provide details only if this is a different person any of the above site personnel)	<p>Full Names:</p> <p>.....</p> <p>Years of Experience:</p> <p>Qualifications/Registrations:</p> <p>.....</p> <p>Relevant Project Experience:</p> <p>.....</p> <p>.....</p> <p>.....</p>

Curricula vitae and certified copies of relevant qualifications and registration certificates of each individual shall be attached to the tender submission in order to enable functionality evaluation in respect of the criteria addressed by this schedule.

Experience of the key staff (assigned personnel) in relation to the proposed scope of work will be evaluated in view of:

1. General experience, education, training and positions held, in specific relation to this scope of work.
2. Knowledge of issues pertinent to the project e.g. local conditions, affected communities, legislation

A CV of each key staff member of preferably not more than 2 pages shall be attached to this schedule. The CV should be structured with at least the following sections:

- Personal particulars
 - name
 - date and place of birth
 - place (s) of tertiary education and dates associated therewith
- Qualifications: List of formal qualifications, registrations and certificates with date of issuing of each
- Name of current employer and position in enterprise
- Overview of experience
- Outline of recent assignments / experience that has a bearing on the scope of work

The scoring of the “Key Personnel Experience (Project Specific)” will be as follows:

Score	Key Personnel Experience (Project Specific)
1 - 30	Key staff has limited experience of issues pertinent to the project. Less than 2 years' experience
31 - 50	Key staff has reasonable experience of issues pertinent to the project. Less than 5 years but more than 2 years' experience
51 - 80	Key staff has extensive experience of issues pertinent to the project. Less than 10 years' experience but more than 5 years
81 - 100	Key staff has outstanding experience of issues pertinent to the project. More than 10 years' experience

Certified copies of relevant qualifications, training and registration certificates of each individual shall be attached to this schedule. The scoring of the “Key Personnel Experience (Project Specific)” will be as follows (scores for each qualification will be added together to a lump sum for each person: max 100):

Score	Training, Qualifications, Certification
20	Formal Electrician qualification
10	Formal Technician qualification
15	Wireman's licence
15	Operating Regulations for High Voltage Systems Training and Valid Certificate
10	Construction / Project Management training
20	Safety Officer Training and Valid Certificate
10	Environmental Law and Regulations Training and Valid Certificate (ESKOM accredited)

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule and its associated attachments and supporting documents are within my personal knowledge and are to the best of my belief both true and correct.

.....
Signature

.....
Date

.....
Name

.....
Capacity/Position

.....
Tenderer

< ATTACH TO THIS PAGE>

Curricula Vitae
Certified Copies of Qualifications
Training Certificates
Registrations and Associations

MOGALAKWENA LOCAL MUNICIPALITY

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**T2.2.17 EVALUATION SCHEDULE:
TENDERER'S PREVIOUS EXPERIENCE**

The experience of the tenderer as opposed to the key staff members / experts in similar projects or similar areas and conditions in relation to the scope of work will be evaluated. Tenderers must very briefly describe his or her experience in this regard and attach any supporting documentation to this schedule. The amount of houses electrified per project is crucial in the municipality's evaluation of the tender offer.

Employer, contact person, contact number	Description of Similar Work completed during the Past 5 Years	Number of Houses Electrified	Date Completed

Attach additional pages if more space is required.

The scoring of the “Tenderer’s Previous Experience” will be as follows:

Score	Tenderer’s Experience
30	Tenderer has limited experience (More than 500 but less than a 2000 stands completed to date)
50	Tenderer has relevant experience (More than 2000 stands but less than 5000 stands completed)
70	Tenderer has above average experience in relation to the project and has worked previously under similar conditions and circumstances (More than 5000 but less than 10000 stands completed to date)
90	Tenderer has outstanding experience in projects of a similar nature (More than 10000 stands completed to date)
100	Tenderer has previously worked on ESKOM MV and LV Networks

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule and its associated attachments and supporting documents are within my personal knowledge and are to the best of my belief both true and correct.

.....
Signature

.....
Date

.....
Name

.....
Capacity/Position

.....
Tenderer

MOGALAKWENA LOCAL MUNICIPALITY

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**T2.2.18 EVALUATION SCHEDULE:
RECORD OF SIMILAR PROJECTS
(TOWNSHIP ELECTRIFICATION PROJECTS)
PROVIDED TO ORGANS OF STATE:**

Tenders are required to complete this record in terms of the Supply Chain Management Regulations issued in terms of the Municipal Finance Management Act of 2003, in part to demonstrate the Tenderer's Understanding of Government Policies and Strategies on service delivery

Include only those contracts where the tenderer was solely appointed for a contract or the relevant portion where the tenderer was appointed in a Joint Venture agreement. Tenderers must complete the table below or attach the required information in the prescribed tabulation.

All township electrification projects commenced or completed by the Tenderer in service of an Organ of State in the last five years:

No.	Organ of State, (i.e. national or provincial government department, public entity, municipality or municipal entity)	Title of Contract for Township Electrification	Contract Value (including VAT) (Rand)	Date Completed ("CURRENT" if not yet completed)
1.				
2.				
3.				
4.				
5.				
6.				
7.				

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule and its associated attachments and supporting documents are within my personal knowledge and are to the best of my belief both true and correct.

.....
Signature

.....
Date

.....
Name

.....
Capacity/Position

.....
Tenderer

MOGALAKWENA LOCAL MUNICIPALITY

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TENDER REFERENCE NUMBER: 21-2020/2021

T2.2.19 SCHEDULE OF PROPOSED SUB-CONTRACTORS

We notify you that it is our intention to employ the following Sub-Contractors 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 Sub-Contractors 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.

No.	Name and Address of Proposed Sub-Contractor	Nature and Extent of Work	Previous Experience with Sub-Contractor
8.			
9.			
10.			
11.			
12.			
13.			
14.			

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule and its associated attachments and supporting documents are within my personal knowledge and are to the best of my belief both true and correct.

.....
Signature

.....
Date

.....
Name

.....
Capacity/Position

.....
Tenderer

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**T2.2.20 EVALUATION SCHEDULE:
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.

The Tenderer acknowledges that proof may be provided that the plant and equipment is owned or can be rented by the company. The Tenderer must attach to the this schedule proof of vehicle ownership (copy of registration), agreement with vehicle rental company (draft contract) or other suitable proof as supporting evidence.

(a) Details of major equipment that is owned 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 accepted.

Quantity	Description, Size, Capacity, etc.

Attach additional pages if more space is required.

The scoring of the “Plant and Equipment” will be as follows (points will be awarded per item available at the service of the bidder):

Points/ category	Tenderer’s Available Plant and Equipment
25	Tenderer has adequate vehicle resource (general transport, pick-up, staff transport)
25	Tenderer has basic tools and equipment in adequate number (ladders, excavation hand tools)
25	Tenderer has adequate commissioning equipment (digital meter, earth resistivity meter)
25	Tenderer has specialised vehicular equipment (truck mounted crane, excavator)

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule and its associated attachments and supporting documents are within my personal knowledge and are to the best of my belief both true and correct.

.....
Signature

.....
Date

.....
Name

.....
Capacity/Position

.....
Tenderer

MOGALAKWENA LOCAL MUNICIPALITY

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TENDER REFERENCE NUMBER: 21-2020/2021

**T2.2.21 EVALUATION SCHEDULE:
LOCALITY OF THE TENDERER'S OFFICE**

The municipality is supporting local business and is therefore awarding points for locality.

The Tenderer shall provide proof of location of the offices of the company as well as municipal services accounts.

The allocation of points for locality will be done as follows:

Score	Work Plan
0	Company residing outside the Limpopo Province
30	Company residing in Limpopo Province but not in the Waterberg District Municipality boundaries
60	Company residing in Waterberg District Municipality but not in Mogalakwena Municipality boundaries
100	Company residing in Mogalakwena Municipality area of jurisdiction

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule and its associated attachments and supporting documents are within my personal knowledge and are to the best of my belief both true and correct.

.....
Signature

.....
Date

.....
Name

.....
Capacity/Position

.....
Tenderer

MOGALAKWENA LOCAL MUNICIPALITY

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JURISDICTION**

TENDER REFERENCE NUMBER: 21-2020/2021

**T2.2.22 TENDERER'S CURRENT CONTRACTED
PROJECT COMMITMENTS**

The Tenderer shall indicate below all its current contracted project commitments.

No.	Contracted Client	Title of Contract	Contract Value (including VAT) (Rand)	Expected Date of Completion
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				

Attach additional pages if more space is required.

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule and its associated attachments and supporting documents are within my personal knowledge and are to the best of my belief both true and correct.

.....
Signature

.....
Date

.....
Name

.....
Capacity/Position

.....
Tenderer

MOGALAKWENA LOCAL MUNICIPALITY

**ELECTRIFICATION OF RESIDENTIAL CONSUMER CONNECTIONS IN OLD GA-PILA
(LEKITING) VILLAGE WITHIN MOGALAKWENA LOCAL MUNICIPALITY AREA OF
JURISDICTION**

TENDER REFERENCE NUMBER: 21-2020/2021

T2.2.23 PROOF OF AUTHORITY OF SIGNATURE

< ATTACH TO THIS PAGE>

MOGALAKWENA LOCAL MUNICIPALITY

**ELECTRIFICATION OF RESIDENTIAL CONSUMER CONNECTIONS IN OLD GA-PILA
(LEKITING) VILLAGE WITHIN MOGALAKWENA LOCAL MUNICIPALITY AREA OF
JURISDICTION**

TENDER REFERENCE NUMBER: 21-2020/2021

T2.2.24 ORIGINAL VALID TAX CLEARANCE CERTIFICATE

< ATTACH TO THIS PAGE>

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.

MOGALAKWENA LOCAL MUNICIPALITY

**ELECTRIFICATION OF RESIDENTIAL CONSUMER CONNECTIONS IN OLD GA-PILA
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JURISDICTION**

TENDER REFERENCE NUMBER: 21-2020/2021

T2.2.25	CERTIFICATE OF CONTRACTOR REGISTRATION ISSUED BY THE CIDB
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< ATTACH TO THIS PAGE >

MOGALAKWENA LOCAL MUNICIPALITY

**ELECTRIFICATION OF RESIDENTIAL CONSUMER CONNECTIONS IN OLD GA-PILA
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JURISDICTION**

TENDER REFERENCE NUMBER: 21-2020/2021

T2.2.26 PROOF OF PAYMENT OF MUNICIPAL RATES AND TAXES

< ATTACH TO THIS PAGE>

The Tenderer must attach to this page:

- Proof of registration with the Mogalakwena Local Municipality as a payer of municipal levies.
- Proof of payment of municipal account(s) by bidding entity and its directors/members

MOGALAKWENA LOCAL MUNICIPALITY

**ELECTRIFICATION OF RESIDENTIAL CONSUMER CONNECTIONS IN OLD GA-PILA
(LEKITING) VILLAGE WITHIN MOGALAKWENA LOCAL MUNICIPALITY AREA OF
JURISDICTION**

TENDER REFERENCE NUMBER: 21-2020/2021

<p>T2.2.27 CERTIFIED COPIES OF COMPANY REGISTRATION DOCUMENTS</p>

< ATTACH TO THIS PAGE >

MOGALAKWENA LOCAL MUNICIPALITY

**ELECTRIFICATION OF RESIDENTIAL CONSUMER CONNECTIONS IN OLD GA-PILA
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JURISDICTION**

TENDER REFERENCE NUMBER: 21-2020/2021

<p>T2.2.28 COMPLETE LIST OF DIRECTORS</p>

<p><i>Indicating Shareholding, Race, Gender, Locality, and Disability</i></p>

< ATTACH TO THIS PAGE >

MOGALAKWENA LOCAL MUNICIPALITY

**ELECTRIFICATION OF RESIDENTIAL CONSUMER CONNECTIONS IN OLD GA-PILA
(LEKITING) VILLAGE WITHIN MOGALAKWENA LOCAL MUNICIPALITY AREA OF
JURISDICTION**

TENDER REFERENCE NUMBER: 21-2020/2021

<p>T2.2.29 B-BBEE ENTERPRISE CERTIFICATE ISSUED BY ACCREDITED VERIFICATION AGENCY, OR DECLARATION BY ACCOUNTANT / AUDITOR FOR VERIFICATION OF TENDERER'S B-BBEE STATUS</p>

< ATTACH TO THIS PAGE >

MOGALAKWENA LOCAL MUNICIPALITY

**ELECTRIFICATION OF RESIDENTIAL CONSUMER CONNECTIONS IN OLD GA-PILA
(LEKITING) VILLAGE WITHIN MOGALAKWENA LOCAL MUNICIPALITY AREA OF
JURISDICTION**

TENDER REFERENCE NUMBER: 21-2020/2021

T2.2.30 COID CERTIFICATE

< ATTACH TO THIS PAGE>

MOGALAKWENA LOCAL MUNICIPALITY

**ELECTRIFICATION OF RESIDENTIAL CONSUMER CONNECTIONS IN OLD GA-PILA
(LEKITING) VILLAGE WITHIN MOGALAKWENA LOCAL MUNICIPALITY AREA OF
JURISDICTION**

TENDER REFERENCE NUMBER: 21-2020/2021

T2.2.31 ALL RISK / WORKS INSURANCE

**WILL BE PROVIDED BY THE MUNICIPALITY AND DEDUCTED FROM THE FIRST
CLAIM OF THE SUCESSFUL TENDERER/S**

MOGALAKWENA LOCAL MUNICIPALITY

**ELECTRIFICATION OF RESIDENTIAL CONSUMER CONNECTIONS IN OLD GA-PILA
(LEKITING) VILLAGE WITHIN MOGALAKWENA LOCAL MUNICIPALITY AREA OF
JURISDICTION**

TENDER REFERENCE NUMBER: 21-2020/2021

<p>T2.2.32 AUDITED FINANCIAL STATEMENTS (PROJECT ABOVE R 10 MILLION)</p>

< ATTACH TO THIS PAGE >

MOGALAKWENA LOCAL MUNICIPALITY

**ELECTRIFICATION OF RESIDENTIAL CONSUMER CONNECTIONS IN OLD GA-PILA
(LEKITING) VILLAGE WITHIN MOGALAKWENA LOCAL MUNICIPALITY AREA OF
JURISDICTION**

TENDER REFERENCE NUMBER: 21-2020/2021

T2.2.33	PROOF OF PURCHASE OF THE ORIGINAL BID DOCUMENT
----------------	-------------------------------------------------------

< ATTACH TO THIS PAGE>

MOGALAKWENA LOCAL MUNICIPALITY

**ELECTRIFICATION OF RESIDENTIAL CONSUMER CONNECTIONS IN OLD GA-PILA
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JURISDICTION**

TENDER REFERENCE NUMBER: 21-2020/2021

T2.2.34 JOINT VENTURE AGREEMENT, IF APPLICABLE

< ATTACH TO THIS PAGE>

MOGALAKWENA LOCAL MUNICIPALITY

**ELECTRIFICATION OF RESIDENTIAL CONSUMER CONNECTIONS IN OLD GA-PILA
(LEKITING) VILLAGE WITHIN MOGALAKWENA LOCAL MUNICIPALITY AREA OF
JURISDICTION**

TENDER REFERENCE NUMBER: 21-2020/2021

T2.2.35 RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

Attach additional pages if more space is required.

Signed: **Date:**

Name: **Position:**

Tenderer:

MOGALAKWENA LOCAL MUNICIPALITY

**ELECTRIFICATION OF RESIDENTIAL CONSUMER CONNECTIONS IN OLD GA-PILA
(LEKITING) VILLAGE WITHIN MOGALAKWENA LOCAL MUNICIPALITY AREA OF
JURISDICTION**

TENDER REFERENCE NUMBER: 21-2020/2021

C3 CONTRACT DATA

MOGALAKWENA LOCAL MUNICIPALITY

**ELECTRIFICATION OF RESIDENTIAL CONSUMER CONNECTIONS IN OLD GA-PILA
(LEKING) VILLAGE WITHIN MOGALAKWENA LOCAL MUNICIPALITY AREA OF
JURISDICTION**

TENDER REFERENCE NUMBER: 21-2020/2021

C1.1 FORM OF OFFER AND ACCEPTANCE

Offer

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

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

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

PROJECT PACKAGE 1

.....
.....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, where upon the Tenderer becomes the party named as the Contractor in the conditions of contract identified in the contract data. The amount in words will govern.

Signature Date

Name

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

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

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

Signature Date

Name

Capacity

for the Employer

**MOGALAKWENA LOCAL MUNICIPALITY, CIVIC CENTRE, 54 RETIEF STREET,
MOKOPANE, 0600**

.....
Name and signature of witness

.....
Date

MOGALAKWENA LOCAL MUNICIPALITY

**ELECTRIFICATION OF RESIDENTIAL CONSUMER CONNECTIONS IN OLD GA-PILA
(LEKITING) VILLAGE WITHIN MOGALAKWENA LOCAL MUNICIPALITY AREA OF
JURISDICTION**

TENDER REFERENCE NUMBER: 21-2020/2021

C1.1.1 SCHEDULE OF DEVIATIONS

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

By the duly authorised representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the 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.

MOGALAKWENA LOCAL MUNICIPALITY

**ELECTRIFICATION OF RESIDENTIAL CONSUMER CONNECTIONS IN OLD GA-PILA
(LEKITING) VILLAGE WITHIN MOGALAKWENA LOCAL MUNICIPALITY AREA OF
JURISDICTION**

TENDER REFERENCE NUMBER: 21-2020/2021

C1.2 CONTRACT DATA (PART 1)

PART 1: DATA PROVIDED BY THE EMPLOYER

CONDITIONS OF CONTRACT

The General Conditions of Contract for Construction Works, Second Edition (2010), published by the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House, 1685, is applicable to this Contract. Copies of these conditions of contract may be obtained from the SAICE Tel no.: +27 (0) 11 805 5947 or www.saice.org.za.

CONTRACT SPECIFIC DATA

The following contract specific data, referring to the General Conditions of Contract for Construction Works Second Edition, 2010, are applicable to this 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.

Clause No.	Clause Description / Detail
1.1.1.13	The Defects Liability Period is 12 months (<i>measured from the date of the Completion Certificate</i>)
1.1.1.14	The time for achieving Practical Completion per portion of the Works shall be as agreed to by the parties at time of contract signature. The time for achieving Practical Completion of the whole of the Works shall be as agreed to by the parties at time of contract signature.
1.1.1.15	The name of the Employer is Mogalakwena Local Municipality
1.1.1.26	The pricing strategy is Fixed Price Contract
1.2.1.2	The address of the Employer is: Address (physical): Civic Centre, 54 Retief Street, Mokopane, 0600 Address (postal): PO Box 34, Mokopane, 0601 Telephone: 015 491 9600 Facsimile: 015 491 9755 Email: ramangog@mogalakwena.gov.za
1.1.1.16	The name of the Engineer is Volt Consulting Engineers
1.2.1.2	The address of the Engineer is: Address (physical): 15 Pierre Street, Suite No.13, Ficus Park, Bendor Park, 0699 Address (postal): PO Box 11365, Bendor Park, 0699 Telephone: 015 296 0245 Facsimile: 086 545 1820 Email: lebo@voltconsulting.co.za

Clause No.	Clause Description / Detail
3.1.3	<p>The Engineer shall obtain the specific approval of the Employer before executing any of his functions or duties according to the following Clauses of the General Conditions of Contract:</p> <p>Clause 3.2.1: Nominating the Engineer's Representative</p> <p>Clause 3.2.4: Delegation of Engineer's authority.</p> <p>Clause 4.7: The issuing of instructions for dealing with fossils and the like.</p> <p>Clause 5.7: The issuing of an instruction to accelerate progress.</p> <p>Clause 5.8: Granting permission to work during non-working times.</p> <p>Clause 5.11: Suspend the progress of the works.</p> <p>Clause 5.13: The reduction of a penalty for delay.</p> <p>Clause 6.3.2: The issuing of a variation order.</p> <p>Clause 6.4.1.4: Issuing of instructions to carry out work on a day work basis.</p> <p>Clause 6.8.4: The determination of additional or reduced costs arising from changes in legislation.</p> <p>Clause 6.11: The agreeing of the adjustment of the sums for general items.</p> <p>Clause 10.10.5: The giving of a ruling on a contractor's claim.</p> <p>Clause 10.1.5.1: The agreeing of an extension to the 28 day period.</p> <p>Clause 10.1.5.2: The inclusion of credits in the next payment certificate.</p>
5.3.1	<p>The documentation required before commencement with Works execution are:</p> <ul style="list-style-type: none"> • Health and Safety Plan (Refer to Clause 4.3) • Initial Programme (Refer to Clause 5.6) • Security (Refer to Clause 6.2) • Insurance (Refer to Clause 8.6)
5.3.2	<p>The time to submit the documentation required before commencement of Works execution is 14 days (<i>after contract date</i>).</p>
5.8.1	<p>The non-working days are:</p> <ul style="list-style-type: none"> • Sundays • Public holidays • The year-end contractors break commencing on or around the 15th of December each year and ending on or around the first Monday of January of the subsequent year
5.13.1	<p>The penalty for failing to complete each portion of the Works is R 5 000.00 per day.</p> <p>The penalty for failing to complete the whole of the Works is R 5 000.00 per day.</p>
5.16.3	<p>The latent defect period is 10 years.</p>
6.5.1.2.3	<p>The percentage allowance to cover overhead charges is 15%.</p>
6.10.1.5	<p>The percentage advance on materials not yet built into the Permanent Works is 80%.</p> <p>No payment shall be made in this respect for materials not yet delivered to site.</p>

Clause No.	Clause Description / Detail
6.10.3	<p>The percentage retention on amounts due to the Contractor is 10%.</p> <p>The limit of retention money is 10% of the Contract Price.</p> <p>A surety amount to the value of 10% of the contract amount will be deducted in equal instalments from the amounts due to the Contractor on the first three payment certificates.</p> <p>A further amount of 1,5% of the Contract Price shall be retained for the purpose of ensuring and enforcing of payment to local labour employed by the Contractor.</p> <p>At level 15% of the total contract amount should be open on local contractors from within the community/ village where the project is implemented.</p>
8.6.1.1.2	The value of plant and materials supplied by the Employer to be included in the insurance sum is R 0.00 .
8.6.1.1.3	<p>The amount to cover professional fees for repair or reinstatement of damage to the works to be included in the insurance sum is 15% of the contract value.</p> <p>Insuring the works will be done by the municipality and be deducted from amounts due to the Contractor on payment certificate(s) should the Contractor fail to secure and/or maintain insurance.</p>
8.6.1.3	The limit of liability insurance is R 2 000 000 (Two Million Rand) per claim.
10.5.3	The number of Adjudication Board Members to be appointed is One .
2.2.4 5.12.2.2	<p>Extensions of time in respect of clause 2.2.4 and 5.12.2.2 in respect of abnormal rainfall shall be calculated using the following formula for each calendar month or part thereof:</p> $V = (Nw - Nn) + \frac{(Rw - Rn)}{X}$ <p>Where:</p> <p>V = Extension of time in calendar days in respect of the calendar month under consideration.</p> <p>Nw = Actual number of days during the calendar month on which a rainfall of 10 mm or more has been recorded.</p> <p>Nn = Average number of days in the relevant calendar month , as derived from existing rainfall records, as stated in the Site Information, on which a rainfall of 20mm or more has been recorded for the calendar month.</p> <p>Rw = Actual average rainfall in mm recorded for the calendar month under consideration.</p> <p>Rn = Average rainfall in mm for the calendar month as derived from existing rainfall records as stated in the Site Information.</p>

Clause No.	Clause Description / Detail
	<p>For purposes of the Contract, Nn, Rn, X and Y shall have those values assigned to them in _____. 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 unauthorised persons.</p>

MOGALAKWENA LOCAL MUNICIPALITY

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(LEKITING) VILLAGE WITHIN MOGALAKWENA LOCAL MUNICIPALITY AREA OF
JURISDICTION**

TENDER REFERENCE NUMBER: 21-2020/2021

C1.2 CONTRACT DATA (PART 2)

PART 2: DATA PROVIDED BY THE CONTRACTOR

Clause No.	Description						
1.1.1.9	The Contractor is [The legal name of the entity].						
1.2.1.2	<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>						
6.2.1	<p>The security to be provided by the Contractor shall be one of the following:</p> <table border="1"> <thead> <tr> <th>Type of Security</th><th>Contractor's choice. Indicate "yes" or "No"</th></tr> </thead> <tbody> <tr> <td>Cash deposit of 10% of the Contract Sum, exclusive of Value Added Tax</td><td></td></tr> <tr> <td>Performance Guarantee (surety amount): An amount to the value of 10% of the contract amount to be deducted in equal instalments from the amounts due to the Contractor on the first three payment certificates., inclusive of Value Added Tax</td><td></td></tr> </tbody> </table>	Type of Security	Contractor's choice. Indicate "yes" or "No"	Cash deposit of 10% of the Contract Sum, exclusive of Value Added Tax		Performance Guarantee (surety amount): An amount to the value of 10% of the contract amount to be deducted in equal instalments from the amounts due to the Contractor on the first three payment certificates., inclusive of Value Added Tax	
Type of Security	Contractor's choice. Indicate "yes" or "No"						
Cash deposit of 10% of the Contract Sum, exclusive of Value Added Tax							
Performance Guarantee (surety amount): An amount to the value of 10% of the contract amount to be deducted in equal instalments from the amounts due to the Contractor on the first three payment certificates., inclusive of Value Added Tax							

MOGALAKWENA LOCAL MUNICIPALITY

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TENDER REFERENCE NUMBER: 21-2020/2021

C1.3 PRO FORMA AGREEMENTS

MOGALAKWENA LOCAL MUNICIPALITY

**ELECTRIFICATION OF RESIDENTIAL CONSUMER CONNECTIONS IN OLD GA-PILA
(LEKITING) VILLAGE WITHIN MOGALAKWENA LOCAL MUNICIPALITY AREA OF
JURISDICTION**

TENDER REFERENCE NUMBER: 21-2020/2021

C1.3.1 PRO FORMA: ADJUDICATION BOARD MEMBER DISCLOSURE STATEMENT

Date:

Contract: Contract No. TBC
for ELECTRIFICATION OF RESIDENTIAL CONSUMER CONNECTIONS IN OLD
GA-PILA (LEKITING) VILLAGE WITHIN MOGALAKWENA LOCAL MUNICIPALITY
AREA OF JURISDICTION

Contractor:

Employer: Mogalakwena Local Municipality

Engineer: Volt Consulting Engineers

Dear Sirs

I am willing and available to serve as (ad-hoc/standing) Adjudication Board Member in the above mentioned Contract.

In accordance with the General Conditions of Contract for Construction Works Adjudication Board Rules relating to disclosure statements by selected or nominated persons to the adjudication, I hereby state that:

I shall act with complete impartiality and know of nothing at this time, which could affect my impartiality.

I have had no previous involvement with this project.

I do not have any financial interest in this project.

I am not currently employed by the Contractor, Employer or Engineer.

I do not have any financial connections with the Contractor, Employer or Engineer.

I do not have or have not had a personal relationship with any authoritative member of the Contractor, Employer or the Engineer which could affect my impartiality.

I undertake to immediately disclose to the parties any changes in the above position which could affect my impartiality or be perceived to affect same.

Should there be any deviation from the foregoing statements, details shall be given.

I further declare that I am experienced in the work which is carried out under the Contract and in interpreting contract documentation.

Name in full:

Signature:

MOGALAKWENA LOCAL MUNICIPALITY

**ELECTRIFICATION OF RESIDENTIAL CONSUMER CONNECTIONS IN OLD GA-PILA
(LEKITING) VILLAGE WITHIN MOGALAKWENA LOCAL MUNICIPALITY AREA OF
JURISDICTION**

TENDER REFERENCE NUMBER: 21-2020/2021

C1.3.2 PRO FORMA: ADJUDICATION BOARD MEMBER AGREEMENT

Please note that words in italics within brackets are items which should be stated.

This Agreement is entered into between:

Adjudication Board Member:
.....
.....

(Name, physical address, postal address, e-mail address, fax number, telephone number and mobile number).

Contractor:
.....
.....

(Name, physical address, postal address, e-mail address, fax number, telephone number and mobile number).

Employer:
.....
.....

(Name, physical address, postal address, e-mail address, fax number, telephone number and mobile number).

The Contractor and the Employer will hereinafter be collectively referred to as the Parties.

The Parties entered into a Contract for Contract TBC : Supply, Delivery, Installation and Commissioning of the Electrification of Residential Consumer Connections in DIPERE-NONGVillage within Mogalakwena Local Municipality, which provides that a dispute under or in connection with the General Conditions of Contract for Construction Works, Second Edition, 2010, must be referred to ad-hoc adjudication.

The undersigned natural person has been appointed to serve as Adjudication Board Member and together with the undersigned Parties agree as follows:

1. The Adjudication Board Member accepts to perform his duties in accordance with the terms of the Contract, the General Conditions of Contract for Construction Works Adjudication Board Rules and this Agreement.
2. The Adjudicator undertakes to remain independent and impartial of the Contractor, Employer and Engineer for the duration of the Adjudication Board proceedings.
3. The Adjudication Board Member agrees to serve for the duration of the Adjudication Board proceedings.
4. The Parties may at any time, without cause and with immediate effect, jointly terminate this Agreement.

5. Unless the Parties agree, the Adjudication Board Member shall not act as arbitrator or representative of either Party in any subsequent proceedings between the Parties under the Contract. No Party may call the Adjudication Board Member as a witness in any such subsequent proceedings.
6. The standing Adjudication Board's duties shall end upon the Adjudication Board Member(s) receiving notice from the Parties of their joint decision to disband the Adjudication Board.
7. The Adjudication Board Member shall be paid in respect of time spent upon or in connection with the adjudication including time spent traveling:
 - a) A monthly retainer of (amount) for (number) of months, and/or
 - b) A daily fee of (amount) based on a (number) hour day, and/or
 - c) A hourly fee of (amount), and/or
 - d) A non-recurrent appointment fee of (amount) which shall be accounted for in the final sums payable.
8. The Adjudication Board Member's expenses incurred in adjudication work shall be reimbursed at cost.

Upon submission of an invoice for fees and expenses to the Parties, the (Contractor/Employer*) shall pay the full amount within 28 days of receipt of the invoice and he shall be reimbursed by the other party by half the amount so that the fees and expenses are borne equally by the Parties. Late payment of such invoice shall attract interest at prime plus 3% points compounded monthly at the prime rate charged by the Adjudication Board Member's bank.

This Agreement is entered into by:

Contractor's signature:

Contractor's name:

Place:

Date:

Employer's signature:

Employer's name:

Place:

Date:

Adjudication Board Member's signature:

Adjudication Board Member's name:

Place:

Date:

** Delete the inapplicable party*

MOGALAKWENA LOCAL MUNICIPALITY

**ELECTRIFICATION OF RESIDENTIAL CONSUMER CONNECTIONS IN OLD GA-PILA
(LEKITING) VILLAGE WITHIN MOGALAKWENA LOCAL MUNICIPALITY AREA OF
JURISDICTION**

TENDER REFERENCE NUMBER: 21-2020/2021

C1.3.3 PRO FORMA: SAFETY AGREEMENT

MEMORANDUM OF AGREEMENT CONCLUDED BY AND BETWEEN:

Mogalakwena Local Municipality

herein represented by _____

in his capacity as _____

of **Mogalakwena Local Municipality**, he being duly authorized thereto;

and

(herein after referred to as the **Mandatory**)

herein represented by _____

in his capacity as _____

of the **Mandatory**, he being duly authorized thereto.

WHEREAS:

- **Mogalakwena Local Municipality** and the **Mandatory** entered into a written, alternatively oral agreement on the day of 20..... in terms of which the **Mandatory** undertook to carry out the following work for **Mogalakwena Local Municipality**, viz.:

**ELECTRIFICATION OF RESIDENTIAL CONSUMER CONNECTIONS IN OLD GA-PILA
(LEKITING) VILLAGE WITHIN MOGALAKWENA LOCAL MUNICIPALITY AREA OF
JURISDICTION**

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

- The Occupational Health and Safety Act, Act 85 of 1993 as amended (hereinafter referred to as **the Act**), and the Regulations promulgated in terms thereof, 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 persons other than persons at work against hazards to health and safety that originates from or in connection with the activities of persons at work.
- 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 **Mogalakwena Local Municipality** (as the Employer) as stipulated in section 37(1) of the Act.
- 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 THEREFOR 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 Mandatory.

2. ACKNOWLEDGEMENT BY THE MANDATORY

The Mandatory acknowledges herewith that he is fully acquainted with the contents of the Act, as well as with all regulations and SANS codes of practice that have been published in terms of Section 43 of the Act. The Mandatory shall be deemed as an Employer in his own right when performing the Works.

The Mandatory acknowledges that this agreement constitutes an agreement in terms of section 37(2) of the Act, whereby all responsibility for matters pertaining to occupational health and safety relating to the Works shall be the obligation of the Mandatory.

3. UNDERTAKING BY MANDATORY

The Mandatory hereby undertakes and binds himself to Mogalakwena Local 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.

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 Mandatory, nor to exempt the Mandatory from his obligation in accordance with the Act and the said regulations.

The Mandatory hereby affirms that he is adequately familiar with the work environment at all sites where work will be performed as part of the Works. The Mandatory affirms that he is adequately familiar with the hazards and risks associated with the performance of tasks at the site of the Works.

The Mandatory undertakes that he, all his employees and all his sub-contractors will maintain compliance with the Act and said Regulations at all times.

The Mandatory undertakes that the health and safety of any other individual at the site of the Works will not be endangered by the acts or omission of acts of itself, any employee or any sub-contractor in performance of the Works.

The Mandatory affirms that the cost of fulfilling all its obligations and performance of all its duties in respect of occupational health and safety in execution of the Works, has been provided for in full as part of the contract for the Works.

4. ACCESS TO DOCUMENTATION

The Mandatory shall ensure that updated copies of the Act and Regulations relevant to the Works are available on site at all times and that these documents are readily accessible by appointed persons and all employees.

5. APPOINTMENTS

The Mandatory shall appoint competent persons to the various roles required by the Act as deemed necessary for execution of the Works in compliance with the Act. These persons shall be adequately trained on relevant occupational health and safety matters in respect of the duties of their appointments. Such appointments shall be done in writing and kept on record by the Mandatory.

6. TRAINING

The Mandatory shall ensure that all employees are adequately trained on relevant occupational health and safety matters relating to the work to be executed as part of the Works.

The Mandatory shall ensure that all employees understand the hazards and risks associated with the performance of tasks that form part of the Works. The Mandatory and his sub-contractors shall ensure that all employees understand their duties in respect of compliance with the provisions of the Act such as cooperation with appointed persons and auditors, obeying occupational health and safety procedures, applying safe work procedures, reporting any hazardous situation when such situation comes to their attention, et cetera.

The Mandatory shall specifically ensure that all users or operators of tools, equipment, machinery and materials are properly trained in the use of such tools, equipment, machinery and materials.

7. MANAGEMENT OF HEALTH AND SAFETY

The Mandatory shall ensure strict compliance with the Act and the Construction Regulations at all times, by all its employees, subcontractors and any persons under their supervision during execution of the Works.

The Mandatory shall submit its health and safety plan to Mogalakwena Local Municipality for approval prior to the commencement of any work at the site of the Works. The health and safety plan shall be in accordance with the requirements of the Act, the regulations promulgated in terms of the Act and all applicable specifications addressing health and safety matters that form part of the contract agreement referred to in Paragraph 2 of this agreement.

The Mandatory shall ensure that the approved health and safety plan is implemented and maintained at the site of the Works. The Mandatory shall ensure that the health and safety plan is readily available and accessible at the site of the Works.

The Mandatory shall ensure that the performance of work at the site of the Works is done under strict supervision and that safe work practices are followed at all times. The Mandatory shall comply with any instruction to stop work issued by Mogalakwena Local Municipality or its duly authorised representative, should any non-compliant situation arise.

The Mandatory shall cooperate fully with Mogalakwena Local Municipality in the event of queries relating to occupational health and safety matters, which enquiry may be raised at any time by Mogalakwena Local Municipality.

The Mandatory shall provide access and assistance to any person duly appointed by Mogalakwena Local Municipality to perform periodic audits on occupational health and safety matters.

The Mandatory shall maintain a consolidated health and safety file which shall be in accordance with the Act and Regulations. The Mandatory shall make the health and safety file available to Mogalakwena Local Municipality upon request as well as upon completion of the works or termination or expiry of the contract agreement referred to in Paragraph 2 of this agreement.

The Mandatory shall ensure that he obtains and maintains valid registration in terms of the Compensation for Occupational Injury and Disease Act (COIDA) for the full duration of the execution of the Works and while any employee is present at the site of the Works. The Mandatory shall provide proof of valid COIDA registration whenever requested to do so by Mogalakwena Local Municipality.

8. REQUIREMENTS OF AND COOPERATION WITH RELEVANT AUTHORITIES

The Mandatory hereby acknowledges that the nature of the Works may result in the involvement of authorities other than Mogalakwena Local Municipalities during the execution of the Works. The Mandatory affirms that he is conversant with the requirements of such authorities in relation to the execution of the Works.

The Mandatory undertakes to ensure that such requirements of other authorities have and will be included in respect of health and safety matters during execution of the Works. The Mandatory affirms that the cost of abiding with the requirements of and cooperating with the duly authorized personnel member(s) of such other relevant authorities have been included in the provision of cost of fulfilling all its obligations and performance of all its duties in respect of occupational health and safety in execution of the Works, as undertaken in Paragraph 3 of this agreement.

The Mandatory shall ensure that all training and registration criteria demanded by other authorities shall be met.

9. WORK PROCEDURES

The Mandatory shall develop, implement and enforce safe working procedures and methods in accordance with the approved health and safety plan. The Mandatory shall ensure that all appointed persons, employees, and subcontractors are inducted and familiarised with the use and implementation of the work procedures.

The Mandatory shall obtain written permission from the duly authorised personnel member of Mogalakwena Local Municipality or alternatively the local electricity supply authority, where work that the Mandatory must undertake involves a process, machinery or installation that is in operation. The written permission must be obtained prior to the commencement and performance of such work for which a permit is required.

Work permits must be issued in terms of the Act and Regulations when the nature of the work requires it. Work permits must be sought by the Mandatory from and properly issued by the relevant and duly authorized personnel member of the Mogalakwena Local Municipality (typically a departmental head), where necessary.

Approval shall be obtained from the Electrical Engineer of the Mogalakwena Local Municipality or alternatively the local electricity supply authority (Eskom Distribution) before any equipment is connected to the electrical supply of the Mogalakwena Local Municipality or alternatively the local electricity supply authority. All equipment shall be isolated before any equipment is connected to the electrical supply point and be provided with earth leakage protection where applicable. Electrical machinery, portable electrical tools and portable lights must comply with the requirements of the applicable regulations.

10. REPORTING

The Mandatory shall report all incidents related to health and safety as well as environmental matters to the relevant and duly authorized personnel member(s) of the Mogalakwena Local Municipality, in addition to any other reporting that may be required of the Mandatory in terms of the Act and the Regulations promulgated in terms of the Act, or alternatively in terms of any other legislation that may be applicable.

The Mandatory shall provide Mogalakwena Local Municipality with copies of all reports compiled and issued in terms of the Act and the Regulations promulgated in terms of the Act, or alternatively in terms of any other legislation that may be applicable.

The Mandatory shall submit to Mogalakwena Local Municipality routine reports on health and safety matters at intervals as agreed between the parties, which reports may include relevant statistics, record of training provided, incidents recorded, equipment issued, register of appointments, et cetera.

11. MEDICAL EXAMINATIONS

The Mandatory shall ensure that all employees undergo routine medical examinations at regular intervals and that they are declared medically fit for execution of the assigned duties or tasks that they are to perform.

At the Mandatory's expense, all local labour will undergo entry medical consultation before they start working on the Works and exit medical consultation when they are finished working on the Works.

12. PERSONAL PROTECTIVE EQUIPMENT

The Mandatory shall ensure that all employees are provided with adequate personal protective equipment applicable to the work they may be required to perform, in accordance with the requirements of the Regulations.

- (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 Mogalakwena Local Municipality is compulsory, e.g. hand gloves, safety boots, reflective jackets, task-appropriate clothing, etc.
- (e) The Mandatory shall ensure that the statutory requirements in respect of personal protective equipment are complied with at all times, and that employees utilise the personal protective equipment at the appropriate time.

13. PLANT, EQUIPMENT AND TOOLS

The Mandatory shall provide enough plant, tools and equipment to enable him to complete the Works and the Mandatory shall provide all storerooms, offices and staff facilities that may be needed, except where mutually agreed otherwise. The Mandatory will be responsible for all material on site.

The Mandatory without the written permission of Mogalakwena Local Municipality may use no plant, equipment or tools that belong to Mogalakwena Local Municipality.

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

14. FENCING AND GENERAL MACHINERY PROTECTION

No shield or fencing may be removed from or be moved at any machinery or installation or property or site without written permission from the relevant and duly authorized personnel member of Mogalakwena Local Municipality or alternatively the local electricity supply authority (Eskom Distribution).

15. EXCAVATIONS

As far as practicable, the Mandatory shall verify the existence and position of electrical cables, discharge pipes, gas lines, water conduits, and any other services that may be present 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. Where applicable, 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, roads or workplaces or be allowed to block walkways, roads or workplaces.

16. FIRE PREVENTION MEASURES

The Fire Department of the Mogalakwena Local 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 duly arranged.

All "NO SMOKING AND OPEN SURFACE FIRES/LIGHTS PROHIBITED" notices shall be adhered to.

The Mandatory shall ensure that all employees acquaint themselves with the fire prevention measures of Mogalakwena Local Municipality and at the site of the Works, which will include fire alarm notices and emergency exits in case of fire, and they shall ensure that these rules and precautions are strictly complied with.

17. INTOXICATION

No person 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, or that is suspected of being in such state or condition, shall be permitted on the premises of Mogalakwena Local Municipality or at the site of the Works. Mogalakwena Local Municipality reserves the right to the withdrawal of any employees of the Mandatory or Municipality from the premises or the site of the Works in the event of any transgression of this nature.

No person shall be allowed to bring any alcohol or other intoxicating substances onto the premises of Mogalakwena Local Municipality or at the site of the Works. The Mandatory hereby consents to the conduct of tests by Mogalakwena Local Municipality or its duly authorised representative to ascertain the state of sobriety or intoxication (irrespective of the nature of the intoxicating substance) of any employee of the Mandatory.

18. SUBCONTRACTORS

The Mandatory shall ensure that all subcontractors receive a copy of this safety agreement and must ensure they comply with it. The Mandatory shall maintain an updated list of all subcontractors active on the site of the Works.

Each subcontractor shall submit a signed declaration indicating acceptance of this agreement, prior to the commencement of any tasks that they are intended to perform as part of the Works. All the stipulations of this agreement shall apply to and be binding on each subcontractor.

19. BREAKING OF THESE RULES AND POOR CONDUCT

The Mandatory is herewith warned that no behaviour that causes danger to their own employees, to the subcontractors' employees, to the employees of Mogalakwena Local Municipality or the general public will be tolerated.

The Occupational Health and Safety Officer of Mogalakwena Local Municipality reserves the right of the withdrawal of any employees of the Mandatory or any subcontractor or Mogalakwena Local 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 contract agreement referred to in Paragraph 2 of this agreement in which event Mogalakwena Local 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 available to Mogalakwena Local Municipality, to recover from the Mandatory damages for the default or breach and the resultant cancellation of the contract agreement.

The senior employees of the Mandatory shall sign a note of acknowledgement of this safety agreement to certify that they have received all the stipulations as included herein and that they understand all these stipulations.

20. CONFIDENTIALITY

The Mandatory 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 Mogalakwena Local Municipality as confidential and he may not make unauthorized use thereof. The Mandatory must also ensure that such data and information are not communicated to anybody else that is not an employee of the Mandatory without obtaining prior written approval from Mogalakwena Local 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 Mandatory shall provide for adequate physical protection for any confidential documents, sketches, et cetera that he receives from Mogalakwena Local Municipality in connection with the work as well as for any copies thereof that he makes. The Mandatory shall hand back all documents sketches and copies thereof to Mogalakwena Local Municipality upon completion of the work, or earlier if so requested by Mogalakwena Local Municipality. The Mandatory shall inform Mogalakwena Local Municipality immediately should any such documents or sketches become lost.

21. INDEMNIFICATION BY THE MANDATORY

The following conditions will be applicable to the Mandatory:

- (a) The Mandatory is liable and herewith indemnifies Mogalakwena Local 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 Mandatory or its employees.
- (b) Whenever any of the employees of Mogalakwena Local Municipality is busy with work to, or with the supply of material that will be used during the execution of the work by the Mandatory, or otherwise busy with work under the instruction and supervision of the Mandatory, in as far as they may be negligent or fail to do their duty, they will be regarded as employees of the Mandatory.
- (c) All installations, equipment, hoisting-apparatus and other implements, scaffolding, ladders, material, et cetera that are borrowed from Mogalakwena Local Municipality by the Mandatory for usage during the execution of the work, will be used entirely at the risk of the Mandatory or employees of the Mandatory and the Mandatory herewith indemnifies Mogalakwena Local Municipality irrevocably and in full against any liability that may arise from such usage.

22. DURATION OF AGREEMENT

This agreement shall remain in force for the entire duration of the contract agreement referred to in Paragraph 2 of this agreement and/or for the full period that the Mandatory retains a presence at the site of the Works.

23. 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.

24. JURISDICTION AND LEGAL COSTS

In the event of any legal action being instituted pertaining to 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.

25. GENERAL

This agreement does not interfere or replace any existing agreements between the parties, in respect of any aspect not related to occupational health and safety matters. This agreement is intended to and shall be read in conjunction with any other agreement that the parties may enter into in relation to the Works.

PARTICULARS OF THE MANDATORY

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 by the Workman's Compensation Commissioner: _____

Date allocated: _____

Thus done and signed on this _____ day of _____ 20____

_____ (Signature) _ _____ (Name in print)

THE MANDATORY

As witnesses for Mandatory:

_____ (Signature) _ _____ (Name in print)

_____ (Signature) _ _____ (Name in print)

Thus done and signed on this _____ day of _____ 20____

_____ (Signature) _ _____ (Name in print)

MOGALAKWENA LOCAL MUNICIPALITY

As witnesses for Mogalakwena Local Municipality:

_____ (Signature) _ _____ (Name in print)

_____ (Signature) _ _____ (Name in print)

Acknowledgement of receipt of the agreement: _____

THE MANDATORY

MOGALAKWENA LOCAL MUNICIPALITY

**ELECTRIFICATION OF RESIDENTIAL CONSUMER CONNECTIONS IN OLD GA-PILA
(LEKITING) VILLAGE WITHIN MOGALAKWENA LOCAL MUNICIPALITY AREA OF
JURISDICTION**

TENDER REFERENCE NUMBER: 21-2020/2021

C4 PRICING DATA

MOGALAKWENA LOCAL MUNICIPALITY

**ELECTRIFICATION OF RESIDENTIAL CONSUMER CONNECTIONS IN OLD GA-PILA
(LEKITING) VILLAGE WITHIN MOGALAKWENA LOCAL MUNICIPALITY AREA OF
JURISDICTION**

TENDER REFERENCE NUMBER: 21-2020/2021

C2.1 PRICING INSTRUCTIONS

- a) The Contractor is required to provide the Works in accordance with the Scope of Work, which encompasses all things necessary and incidental to completing the Works.
- b) 15% of the contractor must be allocated to SMME's residing in the village.
- c) All unskilled labour to be hired from the village.
- d) The quantities for work accepted and certified for payment will be used for determining payments due to the Contractor in accordance with the rates included per item in the Pricing Schedule. Certification and payment of all amounts due to the Contractor shall be subject to the Conditions of Contract and the Contract Data.
- e) The payment for work performed in respect of activities or items deemed to be covered by Provisional Sum amounts, Prime Cost amounts or Lump Sum totals included in the Pricing Schedule(s) will be addressed strictly in accordance with the provisions of the Conditions of Contract and the Contract Data.
- f) Contract price adjustment shall be strictly in accordance with the provisions of the Conditions of Contract and the Contract Data.
- g) Changes to the Scope of Works will be managed in strict accordance with the Conditions of Contract. In the event of such changes resulting in additional work and commensurate change of pricing, the prices included in the Pricing Schedule(s) will be used as a basis for assessment of payment for such additional work that may have to be carried out.
- h) The general conditions of contract, the special conditions of contract (if any), the specifications (including the project specification) and the drawings are to be read in conjunction with the Pricing Schedule(s).
- i) Unless otherwise stated, items are measured nett in accordance with the drawings, and no allowance is made for waste.
- j) The prices and rates to be inserted in the Pricing Schedule(s) are to be the full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. The prices will be used as a basis for assessment of payment for additional work that may have to be carried out.
- k) The measurement and payment clause of each particular specification, read together with the relevant clauses of the project specification, set out what ancillary or associated activities are included in the rates for the operations specified.
- l) Descriptions in the Pricing Schedule(s) are abbreviated. Should any requirement of the measurement and payment clause of the applicable standardised specification, or the project specification, or the particular specification(s) conflict with the terms of the schedule, the requirement of the standardised, project or particular specification, as applicable, shall prevail.

- m) The Pricing Schedule(s) may make reference to specification documents in which further information regarding the schedule items can be found. These document references are not necessarily the only sources of information in respect of schedule items. Further information and set specifications may be found elsewhere in the contract documents.
- n) It will be assumed that prices included in these Pricing Schedule(s) are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (*Refer to www.stanza.org or www.iso.org for information on standards*).
- o) Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered for such items
- p) A price or rate is to be entered against each item in the Pricing Schedule(s), whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the Pricing Schedule(s). A single lump sum will apply should a number of items be grouped together for pricing purposes.
- q) The units of measurement described in the Pricing Schedule(s) are metric units. Abbreviations used in the Pricing Schedule(s) are as follows :

ha	=	hectare	h	=	hour
kℓ	=	kilolitre	kg	=	kilogram
km	=	kilometre	kW	=	kilowatt
km-pass	=	kilometre pass	MN	=	MegaNewton
kPa	=	kilopascal	MN.m	=	MegaNewton-metre
ℓ	=	litre	%	=	per cent
m	=	metre	PC sum	=	Prime Cost sum
mm	=	millimetre	Prov sum	=	Provisional sum
m ²	=	square metre	No.	=	number
m ² .pass	=	square metre-pass	R/only	=	Rate only
m ³	=	cubic metre	sum	=	lump sum
m ³ .km	=	cubic metre-kilometre	t	=	ton (1 000 kg)
MPa	=	Megapascal	W/day	=	Work day

- r) Pricing for excavation (trench, road crossings or other excavation) shall include setting out of excavations, determining of the levels to which the excavation has to be excavated excavation, sifting of the excavated material to comply with the requirements for suitable backfilling material and the tidying of the site.
- s) Pricing for the supply and installation of sleeves/ducts/pipes for cable road crossings shall include supply and installation thereof, as well as the supply of approved road surface material and compaction to the desired standard.
- t) Pricing for suitable backfilling material to replace unsuitable material shall include the sourcing, transport and loading of the material, the placing in the excavation and the compaction thereof.
- u) Pricing for the removal of unsuitable backfilling material shall include the loading, transport, offloading and dumping of the material in a site to be identified by the Contractor to the approval of the Engineer.
- v) The Contractor shall acquaint himself with the nature of the material to be excavated for the works before submitting his tender and the submission of a tender shall be deemed to be an acknowledgement by him that he has done so.

- w) Those parts of the contract to be constructed using labour-intensive methods have been marked in the Pricing Schedule(s) with the letters LI in a separate column filled in against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour intensive specification in the Scope of Works.
- x) Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.
- y) The Pricing Schedule(s) must be completed in accordance with the above and the total carried forward to the tender form C1.1 (Form of Offer).

MOGALAKWENA LOCAL MUNICIPALITY

**ELECTRIFICATION OF RESIDENTIAL CONSUMER CONNECTIONS IN OLD GA-PILA
(LEKITING) VILLAGE WITHIN MOGALAKWENA LOCAL MUNICIPALITY AREA OF
JURISDICTION**

TENDER REFERENCE NUMBER: 21-2020/2021

C2.2 PRICING SCHEDULES

ELECTRIFICATION OF RESIDENTIAL CONSUMER CONNECTIONS IN OLD

GA-PILA (LEKITING) VILLAGE - 75 UNITS

2020/2021

ing Village

Item	Description	Amount		
		Materials	Labour	Total Price
A	Preliminaries & General			
B	Pegging out the works			
C	Digging Holes			
D	Plant poles			
E	MV Structures Dual Phase			
E	MV Structures Three Phase			
F	MV Stays			
G	LV Structures			
H	LV Stays			
I	Service Boxes			
J	Stringing			
K	Transformer Installation			
L	LV Protection			
M	Installation of Earthing			
N	Pole Numbering			
O	Commissioning			
P	Other			
Q	House Connections			
R	Excavate and plant poles			
S	Conductor (Supply Cable)			
	General			
Sub Total 1				
10.00%	Contigencies			
Sub Total 2				
15% VAT				
Sub Total 3 Including Vat				
Cost Per Connection - All Inclusive				

ELECTRIFICATION OF RESIDENTIAL CONSUMER CONNECTIONS IN OLD GA-PILA (LEKITING) VILLAGE - 100 UNITS									
Item	Description	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
A	Site Establishment and Safety								
1	Site Camp, Store, personnel, rental, transport, name board etc	Sum	1	0.00	1		0.00		
2	Payment of CLO @ R 4 500.00/month (Provisional Amount)	Sum	0	0.00	4	4 500.00	0.00	18 000.00	18 000.00
3	Payment of worker for entry and exit medical testing	Sum	0	0.00	1		0.00		
4	Payment of Security	Sum	0	0.00	1		0.00		
5	Payment of PSC Members - 7 members x R 150 x Duration (Provisional Amount)	Sum	0	0.00	1	5 200.00	0.00	5 200.00	5 200.00
6	Compliance with OHS ACT incl. Safety File and safety instructions	Sum	1	0.00	1		0.00		
7	Training for Local Labourers	Sum	0	0.00	1		0.00		
8	PPE for Local Labourers	Sum	0	0.00	1		0.00		
SUB-TOTAL									
B	Pegging out the works	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
1	MV Pegging - excl bush clearing and tree felling	km	0.00	0.00	2		0.00		
2	LV Pegging - excl bush clearing and tree felling	km	0.00	0.00	3		0.00		
3	As build drawings	No Poles	0.00	0.00	350		0.00		
4	Bush Clearing and Tree Felling	m	0.00	0.00	500		0.00		
SUB-TOTAL									
C	Digging Holes	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
1	LV stay back-actor or hand	e.a.	0	0.00	10		0.00		
2	Rock Drill	e.a.	0	0.00	30		0.00		
3	Compressors	e.a.	0	0.00	10		0.00		
4	MV stay back-actor or hand	e.a.	0	0.00	5		0.00		
5	Rock Drill	e.a.	0	0.00	20		0.00		
6	Compressors	e.a.	0	0.00	5		0.00		
7	7m Pole back-actor or hand	e.a.	0	0.00	10		0.00		
8	Rock Drill	e.a.	0	0.00	60		0.00		
9	Compressors	e.a.	0	0.00	10		0.00		
10	9m Pole back-actor or hand	e.a.	0	0.00	10		0.00		
11	Rock Drill	e.a.	0	0.00	10		0.00		
12	Compressors	e.a.	0	0.00	10		0.00		
16	11m Pole back-actor or hand	e.a.	0	0.00	15		0.00		
17	Rock Drill	e.a.	0	0.00	30		0.00		
18	Compressors	e.a.	0	0.00	0		0.00		
19	13m Pole back-actor or hand	e.a.	0	0.00	0		0.00		
20	Rock Drill	e.a.	0	0.00	10		0.00		
21	Compressors	e.a.	0	0.00	0		0.00		
SUB-TOTAL									
D	Plant poles	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
1	7m Wood 120-140mm tops	e.a.	80		80				
2	9m Wood 160-180 mm tops	e.a.	30		30				
3	11m Wood 160-180mm tops	e.a.	35		35				
4	13m Wood 180-200mm tops	e.a.	2		2				
SUB-TOTAL									
E	MV Structures	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
	DUAL PHASE								
	THREE PHASE	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
1	T-off ass int vert	e.a.	10		10				
2	Susp ass vert (10-30 deg)	e.a.	10		10				
3	Strain ass vertical (30-90 deg)	e.a.	10		10				
4	Terminal ass vert	e.a.	8		8				
5	In-line strain vert	e.a.	8		8				
SUB-TOTAL									
F	MV Stays	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
1	1 Off conv anchor	e.a.	15		15				
SUB-TOTAL									
G	LV Structures	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
1	Int / susp (0-30 deg) - DDT 1100	e.a.	15		15				
2	2 ph Strain (0-60 deg)	e.a.	20		20				
3	Strain (60-90 deg)	e.a.	10		10				
4	Terminal - DDT 1120	e.a.	10		10				
5	T-off from interm - DDT 1149	e.a.	15		15				
6	toff strain	e.a.	15		15				
7	Cross int-int ass - DDT 1141	e.a.	15		15				
8	Cross int-strain ass - DDT 1143	e.a.	10		10				
SUB-TOTAL									
H	LV Stays	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
1	1 Off conv anchor	e.a.	20		20				
2	1 Off flying stay	e.a.	20		20				
3	1 Off strut pole 9m	e.a.	10		10				
SUB-TOTAL									
I	Service Boxes	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
1A	1 - 4 Way box : 1 x 63 A mcb	e.a.	40		40				
SUB-TOTAL									

J	Stringing	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
1	Fox conductor	m	2000		2000				
2	Mink Conductor	m	0		0				
3	35 mm sq ABC 2-ph	m	0		0				
4	35 mm sq ABC 3-ph	m	2000		2000				
5	70 mm sq ABC 2-ph	m	0		0				
6	70 mm sq ABC 3-ph	m	1000		1000				
7	MV Mink full tension joint	e.a.	0		0				
8	LV joint 35 mm full tension	e.a.	10		10				
9	LV joint 70 mm full tension	e.a.	10		10				
SUB-TOTAL									
K	Transformer Installation	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
Transformers: 22kV - Off Line									
1	100kVA x 3 Ph (2 off) - new	ea	1		1				
2	50kVA x 3 Ph (0 off) - new	ea	1		1				
3	32kVA x 2 Ph (0 off) - new	ea	1		1				
SUB-TOTAL									
L	LV Protection Morsdorf type fuses	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
1	63A Dual phase (32kVA)	e.a.	1		1				
2	80A Three phase (50kVA)	e.a.	1		1				
3	160A three phase 100kVA	e.a.	1		1				
SUB-TOTAL									
M	Installation of Earthing	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
1	MV Earthing (Type 1 crowfoot)	e.a.	3		3				
2	LV Earthing (Type 1 crowfoot)	e.a.	12		12				
3	Bonding	e.a.	30		30				
SUB-TOTAL									
N	Pole Numbering	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
1	MV pole number	e.a.	30		30				
2	LV pole number	e.a.	110		110				
SUB-TOTAL									
O	Commissioning	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
1	Test & commission trsf and MV equipment	e.a.	0	0.00	3		0.00		
SUB-TOTAL									
P	Other	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
1	Link assembly (Off load) per phase	ea	16		16				
2	Drop-out fuses three phase	ea	4		4				
3	Drop-out fuses dual phase	ea	2		2				
4	LIVE WORK (No of T-Off's)	sum	0		3				
5	LIVE WORK (Line Upgrade)	m	1000		1000				
	Upgrade Dual Phase Fox for MV to three phase for line, include dressing and re-tension old Dual Phases including other accessories	m	1000		1000				
6									
7	Ant-clim device	ea	20		20				
SUB-TOTAL									
Q	House Connections	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
1	Overhead connection	ea	100		100				
2	Supply ECU base, fixing rails and plug	ea	100		100				
3	Supply Split Meter Din Rail 20A WS with Keypad	ea	100		100				
4	Supply, Deliever and Install electricity dispenser unit (Conlog Split Meters or equivalent) including securing device	ea	0		0				
6	Sealing of meters	ea	100		100				
6	COC Certificate ECA version	ea	100		100				
7	Supply and install additional 63A circuit breaker	ea	0		0				
8	Capture and upload of customer data new & existing	ea	2		0				
SUB-TOTAL									
R	Excavate and plant poles	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
1	5m Wood 80-100 mm tops	e.a.	70		7				
2	Rock Drill		0		56				
3	Compressors	e.a.	0		7				
4	7m Wood 120-140 mm tops	e.a.	30		3				
5	Rock Drill		0		24				
6	Compressors	e.a.	0		3				
7	Shackpole Dressing	e.a.	100		100				
SUB-TOTAL									
S	Conductor (Supply Cable)	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
1	10mm sq Airdac with Pilot wires(for 20A Connections) for Split Metering	m	5000		5000				
2	4mm sq Airdac	m	0	-	0	-	0.00	0.00	0.00
SUB-TOTAL									

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(LEKITING) VILLAGE WITHIN MOGALAKWENA LOCAL MUNICIPALITY AREA OF
JURISDICTION**

TENDER REFERENCE NUMBER: 21-2020/2021

C5 SCOPE OF WORK

MOGALAKWENA LOCAL MUNICIPALITY

ELECTRIFICATION OF RESIDENTIAL CONSUMER CONNECTIONS IN OLD GA-PILA (LEKITING) VILLAGE WITHIN MOGALAKWENA LOCAL MUNICIPALITY AREA OF JURISDICTION

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C5.1 DESCRIPTION OF THE WORKS

C5.1.1 EMPLOYER'S OBJECTIVE

The Mogalakwena Local Municipality has experienced significant increases in the number of households, particularly in the rural areas within its boundaries. These rural areas already have minimal services which are further impacted by the additional households and result in increased backlogs in electricity provision and other infrastructure services such as housing, roads, access to water and sanitation.

This electrification project is intended to address the electricity needs of the identified communities.

C5.1.2 OVERVIEW OF THE WORKS

The project includes the supply, installation, commissioning and energising of medium and low voltage electrical infrastructure, including service connections, required for electrification of the township.

Electricity supply will be obtained from existing electricity networks in the respective villages/towns. The existing networks are owned and operated by ESKOM.

All equipment and infrastructure installed will be delivered in accordance with ESKOM specification and upon completion will be handed over to ESKOM for operation.

C5.1.3 EXTENT OF THE WORKS

This project consists of the supply, delivery, installation and commissioning of the electrical system required for the electrification of the identified consumer connections, which consists of the following:

- Connect to existing MV infrastructure.
- Internal MV lines within villages/towns.
- MV overhead conductor and associated hardware and accessories.
- MV outdoor pole mounted switchgear and associated hardware and accessories.
- Pole and platform mounted distribution transformers (1 x 32 kVA, 1 x 50 kVA and 1 x 100kVA as applicable) and associated hardware and accessories, including medium and low voltage protection equipment at these transformer installations.
- Low Voltage (LV) Aerial Bundled Conductors (ABC) and associated hardware and accessories.
- 5m, 7m, 9m, 11m and 13m wooden poles.
- Pole mounted consumer distribution units equipped with circuit breakers and Energy Control Units of split pre-payment meters, including mounting equipment and accessories.
- Pole mounted junction (splitter) boxes including mounting equipment and accessories.

- Overhead house connections with split concentric conductor (Airdac), including associated hardware and accessories.
- Split pre-payment meter keypads and Ready-boards mounted on suitable backboards inside dwellings, including mounting equipment and accessories.
- Testing, commissioning, connection and energising of the electrical network, including provision of Certificates of Compliance for all consumer connections.
- Record documentation including completion report to the Employer, Engineer and relevant supply authority.
- Interaction with representatives of the Employer, Engineer, relevant supply authorities, local authorities and communities.

The above summarised extent of works does not limit the obligation of the Contractor to ensure the successful execution of the project in all aspects.

Different villages/towns are included in the project scope, thus the extent of works applicable to each village/town may vary according to the site specific requirements.

C5.1.4 LOCATION OF THE WORKS

The Works are located in different village as indicated below, with GPS coordinates included in the table. All the village fall within the boundaries of Mogalakwena Local Municipality, Limpopo Province. A locality plan providing an overview of the village locality is provided as part of the design documentation included in the Annexures of this document.

Village Name	Councillor	Village Coordinates	Planned Connections	Project Package
Old Ga-Pila (Lekiting)		S: 24 01 44.7631 E: 28 54 11.6264	100	1
<i>Please note that Councillors are subject to change. In the event of such change the Employer will provide the new details to the Contractor</i>				

C5.1.5 TEMPORARY WORKS

The Contractor shall design and provide all temporary works necessary for execution of the Works. The Contractor shall remove the temporary works after completion of the Works after obtaining approval thereof from the Employer.

C5.1.6 GENERAL

The Contractor shall be responsible for arrangements with local representative(s) and home owners to acquire access to existing stands and dwellings for the installation of consumer connections.

Installation of consumer connection within stands shall ensure that the possibility of interference with and damage to the infrastructure is minimized. The installation of infrastructure in or along stands shall avoid obstruction of access to the stands and shall be along stand boundaries.

The Contractor shall be responsible for the employment of local labour and community liaison personnel as agreed with the Employer.

C5.1.7 ESKOM REQUIREMENTS

The Contractor shall ensure that the setting out of infrastructure positions is done in accordance with ESKOM specifications and procedures governing survey work. Setting out work should be scheduled and performed as early as possible in the project program.

The Contractor shall ensure that all material sourced is in accordance with ESKOM specification, sourced from ESKOM accredited manufacturers and suppliers, and handled and stored in accordance with ESKOM specification.

The Contractor shall be responsible for the capturing of customer data in the format and with the data fields (Names, ID numbers, Meter numbers, coordinates, etc.) identified in liaison with the relevant ESKOM personnel.

The Contractor shall be required to liaise with the relevant ESKOM personnel to arrange inspections as may be required for the Works.

The Contractor shall be responsible for the arrangement of network shutdowns with the relevant ESKOM personnel, to achieve energising of the consumer connections in accordance with the approved program.

The Contractor shall be responsible for the compilation of record documentation in the format(s) required by ESKOM including drawings, diagrams, and testing records as may be required.

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C5.2 ENGINEERING

C5.2.1 DESIGN SERVICES AND ACTIVITY

Design of Works per Design Stage	Responsibility
Concept and Feasibility	Consultant
Preliminary Design to Tender Stage	Consultant
Final Design	Consultant
Temporary Works	Consultant
Preparation of Record Documentation	Consultant

The Engineer is responsible for the design of the Works, on behalf of the Employer.

The Contractor must notify the Engineer in writing of any possible Additions or Variations to the Works that he deems necessary. The Contractor may not alter the Works except as directed in writing by the Engineer.

C5.2.2 EMPLOYER'S DESIGN AND RESPONSIBILITIES

The Engineer is responsible for the design of the Works, on behalf of the Employer. The design shall be in accordance with Mogalakwena Local Municipality specification and the specification of relevant supply authorities, where relevant.

The design shall be in accordance with ESKOM Distribution specification.

C5.2.3 CONTRACTOR'S DESIGN AND RESPONSIBILITIES

The Contractor shall only be responsible for the design of temporary works necessary for execution of the Works, as and when necessary. The Contractor shall exercise due care in complying with the Specifications when performing any design function.

The Contractor will be required to provide the following:

- All plant, material, transport and labour required for the construction and commissioning of the works.
- Updated record ("as-built") drawings and associated documentation.
- Operating Manuals and Training as specified.

The principal features of the Scope of Works do not limit the responsibility of the Contractor. He shall perform all work and furnish all labour, equipment and material to ensure the satisfactory operation of the new installation. Material and devices, which are normally part of the supplied equipment and are essential for the proper operation of all equipment or are necessary for the proper functioning of the whole installation, shall be

supplied even if not explicitly called for in the Specifications.

C5.2.4 DRAWINGS

Drawings and design information are included in the Annexures of this document:

The drawings and design information shall be updated whenever necessary until completion of the work.

Marked up drawings of the work as completed shall be prepared by the Contractor and submitted for approval to the Engineer as part of the record documentation. These drawings shall be prepared and provided in sufficient detail to enable the Employer to maintain, dismantle, reassemble, and adjust all parts of the work.

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C5.3 PROCUREMENT

C5.3.1 PREFERENTIAL PROCUREMENT

C5.3.1.1 Procedures

Procurement shall be done in accordance with the procurement policies and regulations, specifically the Preferential Procurement Policy, of the Mogalakwena Local Municipality. These policies may be obtained from the Mogalakwena Local Municipality.

C5.3.1.2 Requirements

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

C5.3.2 SUBCONTRACTING

C5.3.2.1 Mandatory Subcontract Works

No mandatory subcontracting of works will apply for this contract.

C5.3.2.2 Preferred Subcontractors/Suppliers

The Employer may provide names of preferred subcontractors to the Contractor, if deemed necessary for the execution of the works. Nominated Subcontractors shall be appointed strictly in accordance with the Conditions of Contract.

C5.3.2.3 Procedures

The Contractor shall submit the names of each proposed subcontractor to the Engineer/Employer for acceptance. The Contractor shall not appoint a subcontractor until the Engineer/Employer has approved in writing such an appointment.

The Contractor shall not be required or be deemed to be under any obligation to employ any Nominated Subcontractor whose performance warranties are not acceptable to the Contractor or against whom the Contractor cannot guarantee performance.

All subcontractors shall be appointed in writing and on terms which are compatible with the Conditions of this Contract.

C5.3.2.4 Attendance

The Contractor shall be responsible for observance by all subcontractors of all provisions of the Conditions of Contract, the Specifications, Codes of Practice and relevant Standards.

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C5.4 CONSTRUCTION

C5.4.1 WORKS SPECIFICATIONS

C5.4.1.1 Applicable Specifications

Standardized and Particular Specifications applicable to this contract are listed below and/or in the Annexures of this document. The standardized specifications that are referenced in the Particular Specifications are deemed to be part of the contract.

All these specifications are deemed to form part of the Contract. The Contractor shall be responsible to ensure that the latest edition of the specification, at the time of tender, are used.

The listed specifications are available on request from the Engineer or directly from the publishers of the documents.

C5.4.1.2 List of Specifications

The Particular Specifications are the specifications contained under the following parts of the ESKOM Distribution Standard:

- Part 0 General
- Part 1 Planning
- Part 2 Earthing
- Part 3 Low Voltage
- Part 4 Medium Voltage
- Part 8 Services
- Part 9 Buyers Guide
- Part 11 Work Execution
- Part 14 Low Voltage Maintenance
- Part 22 Cables
- Part 25 Prepayment Metering

The Standardized Specifications are:

- SANS 1200A: General
- SANS 1200DA: Earthworks (Small works)
- SANS 1200DB: Earthworks (Pipe trenches)
- SANS 1200LB: Bedding (pipes)
- SANS 1200LC: Cable ducts
- SANS 780: Distribution Transformers

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- SANS 1019: Standard voltages, currents and insulation levels for electricity supply
 - SANS 1091: National colour standard
 - SANS 1186: Symbolic safety signs (All Parts)
 - SANS 1418: Aerial bundled conductor systems (All Parts)
 - SANS 1507: Electric cables with extruded solid dielectric insulation for fixed installations (300/500 V to 1 900/3 300 V) (All Parts)
 - SANS 1524-1: Electricity payment systems – Prepayment meters
 - SANS 1619: Small power distribution unit
 - SANS 10142-1: The wiring of premises – Low voltage installations
 - SANS 10198: The selection, handling and installation of electric power cables of rating not exceeding 33kV (All Parts)
 - SANS 10199: The design and installation of earth electrodes
 - SANS 10200: Neutral earthing in medium voltage industrial power systems
 - SANS 10280: Overhead power lines for conditions prevailing in South Africa
 - SANS 10292: Earthing of low voltage distribution systems
 - SANS 10313: The protection of structures against lightning
 - SANS 60076: Power transformers (All Parts)
 - SANS 60269: Low voltage fuses (All Parts)
 - SANS 60282: High voltage fuses (All Parts)
 - SANS 60439: Low voltage switch gear and control gear assemblies (All Parts)
 - SANS 60529: Degrees of protection provided by enclosures (IP code)
 - SANS 60614: Conduits for electrical installations (All Parts)
 - SANS 60670: Boxes and enclosures for electrical accessories (All Parts)
 - SANS 60815: Guide for the selection of insulators in respect of polluted conditions
 - SANS 60947: Low voltage switchgear and control gear (All Parts)
 - SANS 61089: Round wire concentric lay overhead electrical stranded conductors
 - SANS 61284: Overhead lines – Requirements and tests for fittings
 - SANS 61643: Low voltage surge protective devices (All Parts)
 - SANS 62053: Electricity metering equipment (ac) (All Parts)
 - SANS 62055: Electricity metering – Payment systems (All Parts)
 - SANS 62262: Degrees of protection provided by enclosures for electrical equipment against external mechanical impacts (IK code)
 - SANS 62271: High voltage switchgear and control gear (All Parts)

The Rationalized User Specifications are:

- NRS 009: Electricity sales systems (All Parts)
- NRS 022: Stays and associated equipment
- NRS 032: Service distribution boxes – pole-mounted
- NRS 033: Electricity Distribution – Guidelines for medium voltage lines up to 22kV, using wooden poles and bare conductors
- NRS 034: Electricity Distribution – Guidelines for the provision of electrical distribution networks in residential areas (All Parts)
- NRS 040: High-voltage operating regulations
- NRS 054: Power Transformers
- NRS 060: Code of Practice for clearances
- NRS 096-1: Sealing of electricity meters

In the event of discrepancy or contradiction between any of the applicable specifications, the Engineer shall be approached for verification.

C5.4.2 PLANT AND MATERIALS

C5.4.2.1 Plant and Materials Supplied by the Employer

The Employer provides no Plant and Materials for this contract.

C5.4.2.2 Samples

The Contractor shall provide samples of plant and materials in accordance with the relevant Specifications. The Contractor shall, at the request of the Engineer, provide additional samples of plant and materials to prove their compliance with the Specifications.

The Contractor shall furnish without delay, such samples as requested or may be requested by the Engineer. Materials or workmanship not corresponding with approved samples, may be rejected by the Engineer and shall be removed from the works at the cost of the Contractor.

C5.4.3 CONSTRUCTION EQUIPMENT

C5.4.3.1 Requirements

The Contractor shall provide construction equipment suitable for the execution of the Works, including testing and protective equipment. Equipment shall be maintained in good working condition for the duration of the contract. All equipment shall be in accordance with the relevant Specifications where applicable.

The Contractor shall maintain the validity of certification of Equipment that requires such certification in terms of the Specification and any applicable regulations. Operators of equipment shall be suitably trained and appointed in writing, where applicable. Where necessary, the Contractor shall provide proof of training for operation of any item of equipment.

C5.4.3.2 Equipment Provided by the Employer

The Employer provides no equipment for this contract.

C5.4.4 EXISTING SERVICES

C5.4.4.1 Known Services

The positions of existing services, in so far as they are known, are indicated on the drawings provided. Prior to the commencement of any excavation work, the Contractor shall obtain record drawings from the relevant supply authorities indicating the position of existing services on Site. The Contractor shall liaise with the supply authority to establish exact positions of existing services prior to excavation.

C5.4.4.2 Treatment of Existing Services

The Contractor shall perform all work after the necessary wayleaves and permits for construction of the Works have been obtained. Utmost care must be taken not to damage existing services.

The contractor shall execute works on or adjacent to railway lines, pipelines, roads, cables and the like in accordance with the requirements of the authority responsible for the operation and maintenance of these structures.

Machine excavation near existing services will only be performed to the extent permitted by the Engineer. Payment for accommodation of and working in close proximity to existing services will be made in accordance with the Conditions of Contract.

C5.4.4.3 Location of Underground Services

Unless indicated otherwise elsewhere in this document, the Contractor does not need to allow for the use and availability of detection equipment for the location of underground services.

C5.4.4.4 Damage to Services

The cost for the replacement of damaged services shall be borne by the contractor

C5.4.4.5 Reinstatement of Services and Structures Damaged During Construction

The Contractor shall report damage to services or structures to the Engineer as a matter of urgency. The Contractor shall only assist with the repair or reinstatement of structures and/or services if requested to do so by the relevant supply authority, custodian, or owner of such damaged service or structure.

The cost for the repair of such damage shall be borne by the Contractor. Claims by the Contractor in this connection will not be considered.

C5.4.5 SITE ESTABLISHMENT

C5.4.5.1 Services and Facilities Provided by the Employer

The Employer does not provide and does not guarantee the provision of any service or facility on site to the Contractor.

The Contractor shall negotiate directly with the relevant supply authority to acquire any necessary Site facilities and/or services.

C5.4.5.2 Facilities Provided by the Contractor

The Contractor shall provide and maintain all the necessary facilities at the site for use by his personnel and subcontractors. The Contractor shall ensure that all facilities provided are in accordance with relevant statutory requirements, environmental regulations and requirements, and to the satisfaction of relevant authorities.

The Contractor shall be responsible for all earthworks, drainage, fencing, access, security and maintenance related to the facilities on site for the duration of the Works. The Contractor shall be responsible for the design, erection, maintenance and removal of all site facilities, subject to the approval of the Employer and the Engineer.

The Contractor shall:

- ensure that the construction utility supply (water and electricity) complies fully with all the required regulations
- apply for the temporary building supply
- provide for all costs associated with the supply and the consumption of electricity and water for the duration of the project
- maintain the connection for the duration of the project

All facilities, e.g. workshops, sheds, storerooms and ablution facilities, erected by the Contractor on the Site and not forming part of the Works shall from the time of their erection until the completion of the Works be the property of the Employer and the Contractor shall not demolish or remove any buildings or part of any buildings without the written permission of the Engineer.

Site Office

The Contractor shall provide and maintain a site office for progress meetings with the Engineer and Employer and for the safe keeping of all contract related documentation. The Contractor shall, during the Contract period, maintain permanent access to the Site/Employer's/Engineer's office and this access is to be suitable for vehicular traffic under all weather conditions.

Storage Facilities

The Contractor shall provide, erect and maintain proper sheds for the storage and protection of materials and plant, which may be fabricated or brought into the Site. Storage facilities must be properly maintained and materials must be stored in an orderly fashion.

Theft of material can pose a major problem and it is essential that the storage facilities are secure and fulltime security provided.

Other Facilities and Services

The Contractor may provide facilities for staff accommodation on site, but such facilities must be separate from other facilities provided.

The Contractor shall provide facilities for the provision of drinking water to all staff members.

Temporary ablution facilities must be provided for workmen, kept clean and in sanitary condition and removed from the site on completion of the works. The position where ablution facilities must be placed will be indicated by the relevant local authorities and the area on which the facilities were situated must be disinfected on removal thereof. Regular inspection of ablution facilities must be carried out by the Contractor who will be held responsible for the cleanliness of the ablution facilities.

Access roads on the site, as well as embankments and excavations must be smoothed and shaped to even planes to the satisfaction of the engineer. All changes in gradient must be properly shaped.

Removal of Site Facilities

On completion of the Works, the site facilities shall become the property of the Contractor who shall, if so ordered, remove them entirely with all utility connections and restore the surface of the land to its original condition or other reasonable condition, in either case, to the satisfaction of the Engineer.

C5.4.5.3 Site Clearance

The Contractor clearance of site shall be in accordance with relevant environmental regulations and requirements. The Contractor will only clear the minimum width for proper installation and handling of equipment and infrastructure and the movement or transport of material.

Upon completion of the Works the Contractor is responsible for the finishing off and clearing up of the site including all site facilities. This work entails the clearing of all obvious signs of construction activities like building equipment, excess material, rubbish and temporary works to the satisfaction of the engineer.

C5.4.5.4 Project Notice Board and Signage

The Contractor shall submit a proposal for the project notice board to the Engineer for approval within two weeks of the award of the contract. The Contractor shall provide and erect one or more notice boards at accessible and clearly visible locations on the site, within one week of the Contractor commencing with site establishment. The number and location of boards will be advised by the Engineer in conjunction with the Employer.

Signage boards shall be in accordance with the Specification. Specific attention must be given to signage related to health and safety aspects and regulations.

Signage must be provided in storage facilities for easy identification of the material.

The Contractor shall be responsible for removal of all project notice boards and signage upon Completion of the Works.

C5.4.5.5 Vehicles

All construction vehicles shall be maintained in good working and roadworthy condition. Vehicles and equipment installed on vehicles shall comply with the Health and Safety Specification, as well as the Environmental Specification. Operators of vehicles and the equipment installed on vehicles shall be suitably trained and appointed in writing.

Fuel for vehicles shall not be stored on site. Major mechanical repairs on vehicles shall not be performed on site, as far as is reasonably possible. Any fuel, lubricant or other liquid spillage from vehicles shall be addressed in terms of the environmental specifications and regulations.

C5.4.6 SITE USAGE

The Site shall be used solely for the purpose of executing the Works.

C5.4.7 PERMITS AND WAYLEAVES

The Contractor, with the assistance of the Engineer, shall obtain Permits and Wayleaves required for the installation and execution of the Works.

C5.4.8 ALTERATIONS, ADDITIONS, EXTENSIONS AND MODIFICATIONS TO EXISTING WORKS

The Contractor shall satisfy himself of the dimensions, dimensional accuracy, alignment, levels and positioning of existing infrastructure or components thereof and the compatibility of the existing infrastructure with the Works. The Contractor shall notify the Engineer where any discrepancy or incompatibility is identified.

The Contractor shall not implement any alteration, addition, extension or modification to existing works without obtaining prior written permission from the owner of such existing works.

C5.4.9 DISMANTLED EQUIPMENT AND MATERIALS

All surplus and dismantled electrical equipment and materials remain the property of the Employer. The Contractor shall not dismantle or remove any equipment or material belonging to the Employer without obtaining prior written permission from the Employer.

The Contractor shall under no circumstance dismantle or remove any equipment and materials belonging to other parties such as supply authorities. The Contractor shall ensure that written agreement with such other party is reached prior to the dismantling or removal of equipment and materials belonging to the other party.

Rubble and excess material, resulting from civil alterations and excavations, shall be removed from site, dumped and disposed of, to the satisfaction of the environmental representative. The cost for the transport of excess materials shall be borne by the Contractor.

C5.4.10 INSPECTION OF ADJOINING PROPERTIES

The Contractor shall inspect adjoining properties and buildings with the owners (or their representatives) of adjacent buildings and properties and representatives of the relevant local authorities before commencement of work that has the potential to damage or interfere with the surrounding properties and buildings.

C5.4.11 SURVEY CONTROL AND SETTING OUT OF THE WORKS

Before commencement of the Works, the Contractor shall liaise with the Engineer and the Employer to establish the exact status of all reference pegs on site e.g. boundary pegs in the township. The Contractor shall record the position of all pegs found on a marked-up drawing of the township.

The Contractor shall in all cases assess the positions of survey pegs/beacons according to available survey information. The Contractor shall immediately report missing survey pegs/beacons.

On completion of the Works, pegs which have, in the opinion of the Engineer, been unavoidably disturbed will be replaced by the Employer. Pegs that have to be moved must be properly referenced, recorded, marked, protected and later reinstated.

Pegs which have been disturbed due to actions by the Contractor, which in the opinion of the Engineer are deemed to have been negligent or without due consideration and care, will be replaced by the Contractor.

The Contractor shall ensure that survey pegs/beacons are present and their positions verified prior to the setting out of any work.

C5.4.12 ACCURACY OF WORK

The Contractor will execute the works according to the drawings and specifications as set out in this document, and drawings that will be issued during the construction period, as well as according to the position of existing works which may require measurement verification and/or confirmation by the contractor on site. Tolerances allowed will be as detailed or as specified in the relevant specification. Any limitations and required / necessitated deviations in this regard must be brought to the attention of and approved by the Engineer prior to implementation thereof.

C5.4.13 RECEIPT AND STORAGE OF MATERIAL

The Contractor is responsible for the receipt of material on site, as well as the safe storage thereof. The Contractor is responsible for the control of deliveries, signing of delivery notes and material management. The Contractor will ensure that all material delivered is received in good condition and shall return defective material immediately to supplier(s). The Contractor must ensure that no damage is done during handling of material on site and is fully responsible for any damages before or during installation.

C5.4.14 EXCAVATIONS AND BACKFILLING

The removal of topsoil away from excavations is not required. During excavation the topsoil must be managed and placed such that it will be available as the last layer during the backfilling operations. The levelling of topsoil during backfilling is required.

The supply of bedding and covering shall include the loading, transport and placing of the bedding and covering in the trench or excavation.

C5.4.14.1 Classification of Material to be Excavated

The material in which excavations have to be carried out shall be classified as follows:

- "Rock" will be held to be composed boulders each exceeding a nominal dia. of 1m and solid rock in bulk or banks or ledges, the practicable excavation of which would necessitate the use of explosives and/or drilling and wedging.
- "Pickable Rock" will be held to be material other than rock, the excavation of which would be economically impracticable if executed by pick and shovel or by means of an ordinary "Back-Actor". Pickable Rock can only be excavated by either pneumatic tools or by a "Back-Actor" with a special mechanical ripper attached to it. Pickable Rock shall include soil with loose boulders with nominal dia. between 300mm and 1m.
- "Soft Ground" will be held to be material more easily excavated and not falling into the categories of "Rock" or "Pickable Rock" such as gravel, earth, turf, sand, silt and clay.

If at any stage a disagreement in the classification of excavated material exists between the Engineer or his representative and the Contractor, a third party shall be mutually agreed upon and the decision of this third party shall be obtained and shall be final.

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JURISDICTION**

TENDER REFERENCE NUMBER: 21-2020/2021

C5.5 MANAGEMENT

C5.5.1 MANAGEMENT OF THE WORKS

C5.5.1.1 Applicable Specifications

The following specifications are applicable to the management of the Works and are deemed to form part of the Contract:

- SANS 1921-1 - Construction and management requirements for works contracts
Part 1: General engineering and construction works
- SANS 1921-4 - Construction and management requirements for works contracts
Part 4: Third-party management support in works contracts
- SANS 1921-5 - Construction and management requirements for works contracts
Part 5: Earthworks activities which are to be performed by hand

The latest editions at the time of tender of the above specifications shall apply. These specifications shall take precedence over any other specifications in respect of the management of the Works.

C5.5.1.2 Construction Programme and Cash-Flow Projections

The Contractor shall submit a detailed program to the Engineer for approval, in accordance with the Conditions of Contract. The program shall be in the form of a Gantt chart and conform to the requirements of the Specification.

The Program shall contain at least the following information:

- a) the chronological order in which the Contractor proposes to carry out the Works (including design, manufacture, delivery to site, construction, erection, testing and commissioning),
- b) the times by which submission and approval of the Contractor's Drawings are required,
- c) the times by which the Contractor requires the Employer to:
 - i) furnish any Employer's Drawings,
 - ii) provide access to the Site.

The breakdown of activities must be sufficient to provide for adequate monitoring of physical progress. The critical path must be indicated on the program. In preparing the program, the Contractor shall ensure that any activities, which require an outage of existing plant, will be compatible with the operational constraints of the existing plant.

The Contractor shall produce and submit a revised programme at the request of the Engineer; especially in the event of the actual progress of the Works not conforming to the current approved program. Modifications to the approved program must be clearly highlighted in the revised program.

The Contractor shall provide at the same time as above, to the Engineer for his information, a detailed cash flow estimate, in monthly periods, of all payments to which the Contractor will be entitled under the Contract and the Contractor shall subsequently supply a revised cash flow estimate at monthly intervals, if required to do so by the Engineer.

The approval by the Engineer of the program or cash flow estimates shall not relieve the Contractor from any obligation under the Contract.

C5.5.1.3 Sequence of the Works

Activities must be sequenced in such a way to achieve Completion of the Works by the Due Completion Date. The Contractor shall adhere to the sequencing of activities as detailed in the approved program, unless he obtains permission from the Engineer to vary the sequence.

Sequencing of the Works may allow for the completion of sections or portions of the Works as included in the Contract Agreement or alternatively, if and when deemed necessary and agreed to by all parties.

C5.5.1.4 Reporting

Reporting shall be on a monthly basis, unless otherwise agreed by all parties. Reports shall be submitted to the Engineer. Due dates for the submission of reports shall be communicated by the Engineer.

Reports shall include the following information:

- Executive type summary of works completed during the reporting period.
- Physical progress on all aspects of the project during the reporting period
- Problems experienced and foreseen.
- Priorities for the immediate future.
- Corrective actions required.
- Labour employment records

The Engineer or Employer may provide standard forms for reporting purposes, as and when required. The Contractor shall use the standard forms for completing and submitting monthly reports.

C5.5.1.5 Daily Records

The Contractor shall maintain a site diary on a daily basis. A detailed material register shall be maintained on site for effective material control on a daily basis.

The Contractor shall maintain record of rain days including measurement of rainfall on site.

The Contractor shall also maintain record of all persons visiting the Site.

The records shall at all times be available for perusal by the Engineer and the Employer.

C5.5.1.6 Quality Assurance

The Contractor shall institute a quality assurance system and provide experienced personnel as well as all the necessary transport, instruments and equipment, to ensure adequate supervision and positive control of the works at all times in order to comply with the requirements.

The Contractor shall produce and submit for approval a Quality Assurance Plan at the request of the Employer or Engineer.

The Contractor's quality assurance system and plan shall explicitly provide for producing deliverables including documentation, in accordance with the requirements of the relevant supply authorities, where necessary.

C5.5.1.7 Payment Claims, Payment Certificates and Invoicing

Claims for payment (advance, interim or final) must comply with the Conditions of Contract. A breakdown commensurate with Section C2.2 of this document (Pricing Schedule) shall be shown on or attached to each claim for payment.

Claims for payment of items resorting under the Preliminaries and General section of the Pricing Schedule (where applicable) shall only be considered for services already rendered or delivered.

Upon receipt of a claim for payment from the Contractor, the Engineer shall issue a payment certificate to the Employer, with a copy to the Contractor, within the timeframes stated in the Conditions of Contract.

The Contractor must clearly indicate the contract number, invoice number and VAT registration number (if applicable) on each invoice. A breakdown commensurate with Section C2.2 of this document (Pricing Schedule) shall be shown on or attached to each invoice. Legislation compels the Employer to only accept original invoices.

C5.5.1.8 Inspection, Testing, Commissioning and Correction of Defects

General

All test instruments and labour shall be provided by the Contractor. The Contractor shall submit complete test reports of tests carried out at the Works to the Engineer.

The Contractor will be required to attend all inspections and tests with the Engineer or his authorised representative, as well as representatives of the relevant supply authority where applicable. The Contractor shall be responsible for the arrangement of inspections with the relevant supply authority.

Inspection and Testing During Construction

Inspections shall be carried out at regular intervals during the Construction Period to evaluate the quality of work and compliance with the relevant Specifications of the completed sections or portions of the Works. These inspections, per section or portion of the Works, shall be carried out by the Contractor, the Employer and the Engineer or their respective representatives, as well as representatives of the relevant supply authority where applicable.

Factory Inspections and Tests

The Contractor shall advise the Engineer in writing of any routine, type or specific tests to be carried out on equipment during the course of manufacture in the manufacturer's factory or works or of any stage of completion in the manufacturing process which requires inspection in terms of the contract and specifications. Such notice shall be given at least seven (7) days prior to the testing or inspection being required.

The Contractor will despatch equipment from the factory at his own risk if tests have not been witnessed and inspections have not been carried out by the Engineer or his authorised representative and approval given by the Engineer for dispatch.

The Contractor shall in all instances do his own inspection and ascertain that equipment will be ready for inspection or testing before the Engineer's attendance is requested. The Engineer also reserves the right to inspect any equipment at the manufacturer's works at any stage during the manufacture.

Type Test, Test Certificates and Specialised Tests

All tests shall be carried out in accordance with the requirements of the specified and recognised standards. Where tests have not been detailed in the documents, the Contractor shall provide comprehensive documentation of the standards and procedures he intends using in testing.

Such additional test in the manufacturers works, on site or elsewhere as in the opinion of the Engineer are necessary to determine that the contract works comply with the specifications may be called for. The general principle regarding payment of such tests shall apply i.e. the tests will be paid for if they are additional to those specified, however, payment will in cases only be made for test with positive results. Retest will under no circumstances be paid for.

The Contractor will be required to submit certified copies of all type, routine and rating test certificates to the Engineer.

Physical Inspection Procedure

On completion of the installation or before any inspection or testing is required, the Contractor shall carry out his own inspection to ensure that the installation and equipment complies with the specifications and the quality of workmanship and materials are to the specified standards. Neither the Engineer, the Employer, their respective representatives, nor the representatives of the relevant supply authority, where applicable, will act as the Contractor's inspector or quality control official.

Once the Contractor has completed the installation, written notice shall be given to the Engineer in order that a mutually acceptable date can be arranged for joint inspection. The Contractor shall also provide documentation to certify that he has carried out inspections beforehand.

Where applicable, the Contractor shall make arrangements with the representatives of the relevant supply authority to join this inspection or for inspection at a later stage. Such arrangements shall be made subject to agreement thereto by the Engineer.

During the course of the inspection, the representative of the Engineer and/or the representatives of the relevant supply authority will compile a list of items (if any) requiring further attention. A copy of this will be provided to the Contractor who will have a period of seven (7) days in which to rectify the offending items of the installation.

The Contractor shall then provide written notice that he is ready for an inspection of the remedial work to the offending items.

This procedure will continue until the entire installation has been correctly completed in accordance with the specifications.

Testing and Operational Inspection Procedure of Installations

The Contractor shall have the complete installation tested and approved by the local authorities and relevant supply authority where applicable.

Subsequent to the above testing and approval, the Contractor shall in the presence of the Engineer test circuits with respect to polarity, phase balance, insulation level, earth

continuity, earth resistivity, earth leakage relay sensitivity, trip testing and proving of compliance to relevant specification equipment.

A certified schedule of all measured values shall be submitted to the Engineer in the format as indicated by the Employer or relevant Supply Authority.

Record (“As Built”) Drawings and Documentation, Maintenance and Operating Manuals

As each portion of the work is completed, the Contractor shall provide the Engineer with record (“as built”) drawings, maintenance and operating manuals, and other documents which are called for in the standard specifications, the project specification or any other specification or documentation forming part of this contract or as agreed upon.

Where record (“as built”) layout drawings are required and where such electrical layouts are drawn on architectural drawings, the Engineer will supply drawings, including sepia copies, of the architectural drawings on request and at cost, to enable the Contractor to accurately detail the completed installation. The Contractor shall obtain his own “base” material and information for all workshops, design, schematic and wiring diagrams or other drawings which must be provided in record (“as built”) format.

In the case of switchboards or substations, a complete reticulation and schematic diagram showing all supply cables and switchboards or other equipment shall be provided behind a clean plastic cover in the substation or adjacent to the main switchboard, if not located in a substation.

Where necessary, the Contractor shall capture information relating to ancillary and associated infrastructure or equipment as part of the record documentation and drawings, even if these were installed by other contractors.

The Contractor shall be responsible for the capturing of any customer information in the applicable format for submitting to the Employer and/or the relevant supply authority for their approval and use.

The Contractor shall before the works are taken over by the Employer provide two complete sets of operating and maintenance manuals together with drawings and technical data sheets of the works as completed, in sufficient detail to enable the Employer to maintain, dismantle, reassemble and adjust all parts of the works. A pro forma operating and maintenance manual shall be submitted to the Engineer for approval at least two months before the handing over date.

The Contractor shall capture information of equipment installed in the relevant applicable format for submitting to the Employer and/or the relevant supply authority for their approval and use.

The installation will not be regarded as complete until all of the requirements of this section have been met and all record documentation has been approved by the Employer and/or the relevant supply authority.

The Contractor shall be responsible for the accuracy of all record information.

Commissioning

The installation shall be comprehensively commissioned as individual and integrated systems as may be required by the configuration of the works until all are substantially complete.

The Contractor shall provide adequate and competent personnel for commissioning of

every particular installation and for the full duration of the commissioning process.

The commissioning shall include interaction between other services and contractors where interdependence of installations are encountered.

The commissioning process shall after all testing has been completed, be the final proving ground of the systems and during this procedure the installations shall be subjected to all possible inputs and actions which may be encountered under operational conditions. The Contractor shall prove the full operation, working and compliance of the installation in accordance with the specifications.

A framework proposal of the planned commissioning procedures shall be submitted by the Contractor to the Engineer and the representatives of the relevant supply authority where applicable, for comments at least twelve (12) weeks before commissioning commences. This framework shall outline the contents, timing, tests, co-ordination and operating procedures envisaged for commissioning.

The detailed programme and procedure documentation shall be submitted by the Contractor to the Engineer and the representatives of the relevant supply authority where applicable, at least seven (7) days before commissioning commencement to enable the Engineer and the representatives of the relevant supply authority to witness the commissioning process.

Taking Over

Upon the Completion of the Works, a Final Inspection shall be arranged and performed. All stakeholder parties including the relevant supply authority shall be involved in this inspection to facilitate the complete Taking Over of the completed Works.

The Taking Over Certificate shall be issued by the Engineer. The Taking Over certificate shall include the documentation associated with the Taking Over of the Works, e.g. Quality Checking Sheets, Equipment Test Certificates, Supplier Certificates, Asset Data Capturing forms, and Customer information sheets, as contained in the Record Documentation submitted by the Contractor to the Engineer.

C5.5.1.9 Other Contractors on Site

The Employer may from time to time request the Contractor to cooperate with other contractors on site. The Contractor shall not unreasonably refuse these requests. The Contractor shall not in any way impede the work of other contractors employed by the Employer, unless damage to the Works is foreseen; in which case the Contractor must contact the Engineer and/or the Employer immediately.

C5.5.1.10 Environment

A Generic Environmental Management Plan (EMP) is provided in the Annexures of this document. The Contractor with the assistance of the Engineer shall modify this generic specification in order to make it more site specific. The modified EMP shall be submitted to the Employer for approval within four weeks of contract commencement.

The Employer may request the Contractor and the Engineer to revise the EMP during the construction period.

C5.5.2 HEALTH AND SAFETY

The Contractor shall ensure that all matters pertaining to occupational health and safety are managed and addressed in accordance with the Contract including the specifications, the Safety Agreement (Section 37(2)), the Occupational Health and Safety Act (85 of 1993) as amended, and the Regulations promulgated in terms of the Occupational Health and Safety Act (85 of 1993) as amended.

C5.5.2.1 Requirements and Procedures

The generic Health and Safety specification is included in the Annexures of this document. The Contractor shall submit a site specific Health & Safety Plan to the Employer for approval. The Contractor's Health and Safety Plan must be approved prior to commencement of the execution of the Works.

C5.5.2.2 Protection of the Public

Extreme care shall be taken to protect the public during the construction period.

C5.5.3 ITEMS THAT REQUIRE SPECIAL ATTENTION

C5.5.3.1 Existing services and other property:

The Contractor shall take great care to not to damage any services, property fencing or any other property gaining access to the Works or during the execution of Works.

C5.5.3.2 Nature Conservation:

The Contractor will ensure that damage to fauna and flora be kept to a minimum.

No trees may be damaged. All trees that need to be trimmed or removed will be properly marked after inspections and consultation on site in the presence of the Contractor, Engineer, environmental authorities, the landowners or their respective representatives.

The Contractor is prohibited from the chopping of firewood.

Where applicable, the site storm water drainage systems must be maintained by the Contractor.

C5.5.3.3 Installation of Cables

Road Crossings

If indicated by the approved design documentation the following shall apply in respect of the installation of cables that cross roads.

Where cables cross roads they shall be installed in 110mm or 160mm diameter PVC pipes, equipped with draw wire. All crossings for roads that are under construction at the time of installation shall be the responsibility of the Contractor. Where cables cross future roads, the crossings shall also be the responsibility of the Contractor.

Road crossing pipes shall be installed to a depth below the level of the future road as agreed with the relevant authority, but not less than 1,2m below the current ground level. The levels of the bottom of cable trenches at cable road crossing positions shall be determined accordingly.

At all road crossings the ends of pipes shall reach beyond the position of the back of the kerbstone by at least 500mm.

The trenches for road crossings shall be backfilled and compacted to the approval of the relevant authority holding custody of the road. Compaction shall be done over the complete length of the cable duct. The Contractor shall ensure that the requirements of the relevant roads authority is obtained prior to installation of the cable ducts and duly implemented during execution of the Works.

The Contractor shall obtain the services of an approved testing firm to test the compaction of any or all road crossings if instructed by the Engineer with the approval of the Employer of such instruction. The testing firm shall supply a certificate confirming whether or not compaction has been done to the requirements specified by the relevant roads authority.

The Contractor shall supply suitable plugs, suitable for use with the pipes installed, to seal off all spare pipes in road crossings to prevent soil from entering the pipes, and draw wire shall be left in all unused sleeves.

Inspection of Cables and Cable Trenches

After the cables have been installed and spaced on top of the sand bedding in the trenches, the installation shall be inspected and approved by the Engineer or his appointed representative before the trenches may be backfilled. Should the Contractor not meet with these requirements, or if he fails to give the Engineer sufficient notice of an inspection, portions of the trenches or the complete trench shall have to be re-excavated by the Contractor at his own expense for inspection purposes, as required by the Engineer.

The Contractor shall maintain proper record on site of cable installation per section inspected and approved.

Concrete for Covering of Road Crossings if required

Where the Contractor encounters circumstance that prevents the installation of cable ducts for road crossings at the depths specified by the relevant roads authority, the cable ducts shall be suitably protected by concrete cover of suitable dimension and strength as approved by the Engineer and relevant electricity supply authority.

C5.5.3.4 Training of Staff

It is a specific requirement of this contract that all local hired labour be officially trained (SETA approved training) in one or more of the functions performed during the project, e.g. conductor stringing, compaction of backfill, use of fall arrest system etc.

Training certificates must be issued to the staff after completion of the training. The Employer will assist in facilitating the training process where specifically requested and possible.

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ANNEXURES

ANNEXURE A

HEALTH AND SAFETY SPECIFICATIONS

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.

The Contractor must appoint a Health and Safety Officer or else have such a person in his employ.

2. **SCOPE**

Development of a Health & Safety Specification that addresses all aspects of occupational health and safety as affected by the **Works:**

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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 C** - "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(ii))
- 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 (Sub-contractors) 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 B 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
 - * Batch Plant Inspections
 - * Arc & Gas Welding & Flame Cutting Equipment Inspections
 - * Construction Vehicles & Mobile Plant Inspections
 - * Electrical Installation and Machinery Inspections
 - * Fire Equipment Inspection & Maintenance
 - * First Aid
 - * Hazardous Chemical Substances
 - * Lifting Tackle and Equipment Inspections
 - * Inspection of Cranes
 - * Inspection of Ladders
 - * 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 B** - "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 D**: "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. It is a specific requirement of this contract that all local hired labour be officially trained (SETA approved training) in one or more of the functions performed during the project.

3.8.1 General Induction Training

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

3.8.2 Site Specific Induction Training

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

3.8.3 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)
- * Basic Fire Prevention & Protection (Environmental Regulations 9 and Construction regulation 27)
- * Basic First Aid (General Safety Regulations 3)
- * Storekeeping Methods & Safe Stacking (Construction Regulation 26)
- * Emergency, Security and Fire Coordinator

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.

3.10 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 B

CONSTRUCTION OCCUPATIONAL HEALTH - SAFETY - ENVIRONMENT

AUDIT SYSTEM FOR ADMINISTRATIVE & LEGAL REQUIREMENTS

(Based on the Construction Regulations)

** Denotes items applicable to both Construction sites and Contractors Plant/Storage*

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 Compensation Insurer	Written proof of registration / Letter of good standing available on Site	
Construction. Regulation 4 & 5(1)	OH&S Specification & Plan	OH&S Specification received from Client OH&S plan developed Updated regularly	
Section 8(2)(d) and Construction. Regulation 6	*Hazard Identification & Risk Assessment	Hazard Identification carried out/Recorded Risk Assessment and Plan drawn up/Updated Risk Assessment Plan available on Site Employees/Subcontractors informed/trained	
Section 16(2)	*Assigned duties (Managers)	Responsibility of complying with the OH&S Act assigned to other person/s by CEO.	
Construction. Regulation 5(2)	Designation of Person Responsible on Site	Competent person appointed in writing as Construction Supervisor	
Construction. Regulation 5(5)(a)	Designation of Subordinate Person	Competent person appointed in writing as Sub-ordinate Construction Supervisor	
Section 17 & 18	*Designation of Occupational Health & Safety Representatives	More than 20 employees - one OH&S Representative, one additional OH&S Rep. for each 50 employees or part thereof. Designation in writing, period and area of responsibility specified. Meaningful OH&S Rep. reports. Reports actioned by Management.	
Section 19 & 20	*Occupational Health & Safety Committee/s	OH&S Committee/s established. Members appointed in writing. Meetings held monthly. Minutes kept. Actioned by Management.	
Section 37	*Agreement with Mandatories (Sub-Contractors)	Written agreement with Subcontractors. List of Subcontractors displayed. Proof of Registration with Compensation Insurer/Letter of Good Standing Construction Work Supervisor designated Written arrangements concerning OH&S Reps & OH&S Committee Written arrangements regarding First Aid	
Construction. Regulation 7	Fall Prevention & Protection	Competent person appointed to draw up and supervise the Fall Protection Plan	

SECTION/ REGULATION	SUBJECT	REQUIREMENTS	YES/NO
		Proof of appointees competence available on Site Risk Assessment carried out for work at heights Fall Protection Plan drawn up/updated Available on Site	
Construction. Regulation 8	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 SANS 085 available on Site Risk Assessment carried out Inspected weekly/after bad weather. Inspection register/s kept	
Construction. Regulation 12	Suspended Scaffolding	Competent persons appointed in writing to: - erect Suspended Scaffolding (Scaffold Erector/s) - act as Suspended Scaffold Team Leaders - inspect Suspended Scaffolding weekly and after inclement weather (Scaffold Inspector/s) Risk Assessment conducted	

SECTION/ REGULATION	SUBJECT	REQUIREMENTS	YES/NO
		<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 Suspended 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>	
Construction 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	<p>Competent person appointed to control the issue of the Explosive Powered Tools & cartridges and the service, maintenance and cleaning. Register kept of above</p> <p>Empty cartridge cases/nails/fixing bolts returns recorded</p>	

SECTION/ REGULATION	SUBJECT	REQUIREMENTS	YES/NO
		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)	Tunnelling	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	

SECTION/ REGULATION	SUBJECT	REQUIREMENTS	YES/NO
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	

SECTION/ REGULATION	SUBJECT	REQUIREMENTS	YES/NO
		<p>Written Proof of Competence of above appointee available on Site</p> <p>Risk Assessment carried out</p> <p>Certificates of Manufacture available on Site</p> <p>Register of VUP's on Site</p> <p>Inspections & Testing by Approved Inspection Authority (AIA):</p> <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	<p>Operators/Drivers appointed to:</p> <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 <p>Written Proof of Competence of above appointee available on Site</p> <p>Record of Daily inspections kept</p>	
Construction. Regulation 38/ General Safety Regulation 13D	*Inspection of Ladders	<p>Competent person appointed in writing to inspect Ladders</p> <p>Ladders inspected at arrival on site and monthly thereafter. Inspections register kept</p>	
Construction. Regulation 39/ General Safety regulation 13B	Ramps	<p>Competent person appointed in writing to Supervise the erection & inspection of Ramps. Inspection register kept.</p>	

<p style="text-align: center;">ANNEXURE C</p> <p style="text-align: center;">GUIDELINES FOR THE DEVELOPMENT OF A HEALTH & SAFETY PLAN</p>

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/mandatories
 - 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 D

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				
		A	B	C	D	E
CONSEQUENCES	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	Lifting Concrete Beams on to trailers
Acid Washing	Loading supervisor
Aggregate/Sand Delivery	Loading/Unloading - of Trucks
Angle Grinder	Loffelstein – placing/laying
Arc Welding	Machine operator
Armco Barriers - installation	Making of steel items
Assembly of elements by boilermaker	Material delivery
Back Filling	Materials Handling
Bag Filling	Mixer operator
Band Saw	Mobile Cranes
Banksman	Pedestal Drill
Batch Plant	Pedestal Grinder
Bench Grinder	Placing Concrete
Bin Scraper	Plastering
Block Feeder	Portable Electric Drill
Block Machine	Portable Electric Tools
Boom Scraper	Portable Ladders
Bricks – Laying of	Post Tensioning
Brickwork	Radial Arm Drill
Bulk Earthworks	Refuelling Vehicles/Plant
Cement Spray Truck	Reinforcing Steel – placement (1)
Clearing & Grubbing of Area/Site	Reinforcing Steel – placement (2)
Compressed Gas Cylinders-handling	Road Traffic Signs – placement of
Compressors – Air	Roadworks - Deviations
Concrete – placing of (1)	Roof Truss erection
Concrete – placing of (2)	Sand Blasting
Confined Spaces – Working in	Scaffolding
Conveyors	Shuttering – Erection
Cutting – of Earthworks	Shuttering – Stripping
David Arm	Site Establishment (1)
Deck Panels – placing	Site Establishment (2)
Depalletor Operator	Skill Saw
Diss. Assembly Rejects	Spray Painting
Distribution Boards – Electrical	Stormwater pipes - laying
Drivers – of Vehicles	Structural Steel – Erection
Dry Tile Deracking	Structural Steel – Laydown
Dumpers - Concrete	Surveying
Electrical Installation – Maintenance of	Suspended Scaffolds
Elevated Positions	Termite Proofing
Erecting – Install/ Shutters	Tile Machine
Excavations (1)	Tile stacking
Excavations (2)	Timber Feeder
Explosive Powered Tools	Tower Cranes
Finger Car	Traffic Accommodation
Fire Fighting Prevention	Traffic Control/Regulation
Fire Prevention & Protection	Trench Excavation
Formwork	Use of angle grinder
Friction Saw	Use of Portable Electrical Tools.
Front End Loader	Wet tile racking
Fuel Supply	Work confined spaces
Gas Cylinders – Handling of	Work in Elevated Positions
Gas Welding-cutting operator	Working Platforms
Gas Welding-cutting operations	Workshops
Guillotine	
Hand & Spray Painting	
Hand Tools Jacking – with Hydraulic Pump	
Hanging scaffolding	
Hauling	
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	

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 Drawing. To compare with OHS Act requirements and whether they are to 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.			

Contractor Witness Witness

Employer Witness Witness

CONTRACT

Annexure D: Risk Assessment

Step No.	Activity Rules	What can cause injury/damage?	Result of cause (injury/damage)	Preventative Measures (tools, PPE, equipment)	Controls (test, check list)	Weights		
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 is 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 on-going basis if rules are complied with			
4.	All cables from distribution board to offices, store and for security to be underground. The distribution board is to stand on a firm level base and should be locked at all times.	Damaged cables loose wires exposed.						
5.	Security fencing minimum height of 1.8 meter around site area together with two double gates.	Theft of property. Access to unauthorized 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. Firefighting 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.			

Contractor

Witness

Witness

Employer

Witness

Witness

CONTRACT

Annexure D: Risk Assessment

Step No.	Activity Rules	What can cause injury/damage?	Result of cause (injury/damage)	Preventative Measures (tools, PPE, equipment)	Controls (test, check list)	Weights		
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.				
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.	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)

Contractor

Witness

Witness

Employer

Witness

Witness

CONTRACT

Annexure D: Risk Assessment

<p style="text-align: center;">ANNEXURE E</p> <p style="text-align: center;">GENERIC ENVIROMENTAL MANAGEMENT REQUIREMENTS</p>

The Contractor shall ensure that all work done on site is executed in accordance with the requirements of this section as well as the project specific Environmental Management Plan. The Contractor shall appoint his own internal or external Environmental Control Officer to ensure proper implementation and periodic monitoring of the Environmental Management Plan

The Contractor must demonstrate environmental competence by providing evidence of his / her companies' environmental policy. To ensure the undertaking and conformance to the EMP, a monitoring program shall be instituted. The monitoring program can be used to identify environmental issues and impacts that have not been accounted for in the EMP that are or could result in significant environmental impacts for which corrective action is required. The program can also be used to identify findings that can be used to improve other EMP's.

ITEMS/ISSUES REQUIRING SPECIFIC ATTENTION

a) Vegetation Management

The Contractor must ensure:

- That all indigenous and protected trees (in terms of national and provincial legislation e.g. tambotie, hardekool, marula, thorn trees) are identified and permits obtained from the relevant authority prior to the cutting of such trees.
- That written permission is obtained from the owner of protected trees prior to the cutting of such trees.
- That permits be available on site where such trees are cut.
- That the owner is consulted, and his/her consent being obtained, prior to the cutting of trees.

The Contractor must ensure that

- Tree and bush clearance will be strictly limited to the minimum specified for works to proceed.
- Minimise possibility of erosion due to removal of vegetation is caused
- No endangered species (flora /fauna) must be removed or damaged. Where there is doubt, expert advice must be obtained.
- When a rare or endangered plant is to be removed, the Department of Nature Conservation must be contacted
- Minimal disturbance to vegetation occurs where such vegetation does not interfere with construction and operation of the line.

b) Waste Disposal

The Contractor shall ensure:

- That waste is disposed of on a permitted waste site, for the applicable waste type, in terms of the Environment Conservation Act, 73 of 1989.
- A disposal certificate is issued to Employer prior to final payment, as proof of disposal.
- That where appropriate, waste is being recycled or re-used.

c) Supplying cleaning material and chemical substances

The Contractor shall ensure:

- Safe and secure storage of all chemicals.
- That products sold to Employer is not in contravention of any international or national environmental treaty, agreement or environmental legislation.

- That products sold to Employer are biodegradable,
- That material data sheets are provided for all products as well as an assurance letter providing assurance in terms of above two bullets.
- That chemicals such as fertilisers and herbicides are stored in a labelled lock –up that have an impervious floor
- That a service be provided for the re-use or safe disposal of hazardous substances

d) Oil Management

Insulating oil and related hydrocarbons pose a serious pollution problem when released into the environment. Not only do these compounds pose a fire hazard, but with one litre of oil having the potential to contaminate in excess of a million litres of water, it needs to be handled with care. Oil can rapidly penetrate certain soil types, which may lead to extensive soil contamination as well as groundwater and surface water contamination.

Appropriate containment facilities shall be designed to prevent spilled or leaked transformer oil from contaminating surface or groundwater. Spill kits must be present on site and during transportation of oil and oil filled equipment. The area where the oil-filled equipment (e.g. transformer) will be off-loaded and filled must be covered with an oil absorbing material to prevent the spreading of possible oil pollution.

All spills must be reported to the Employer immediately after the spill occurs

e) Emergency work

The Contractor shall ensure:

- That all environmental risks associated with the activity be assessed and documented prior to the execution of the activity.
- That Contingency plans for fire, oil and water contamination etc. must be planned in conjunction with neighbouring landowners, local villages and the municipality.
- Identified environmental risks must be avoided and where it cannot be avoided, be remediated to the satisfaction of Employer, the landowner, or any relevant Government authority.
- That all environmental incidents and complaints are reported to the project manager within 24 hours.

f) Community Issues

- A list of neighbouring properties, property owner's names, addresses and telephone numbers and land use shall be drawn up.
- A plan of action shall be concluded with neighbouring property owners and the relevant authorities in the case of an emergency
- Environmental clauses shall be included in contract documents for all contractors and sub-contractors
- All complaints shall be reported, recorded and investigated with final reporting to the Employer.
- All site workers to use hearing protection when needed in event of noisy activities
- Avoid very noisy activities at times which would cause disturbance to neighbours

g) Final Site Inspection / Post Construction

- A Final site inspection must be conducted to ensure that site has been re-instated to the satisfaction of the Employer.

ANNEXURE F
DESIGNS