

# GEORGE MUNICIPALITY



**BID DOCUMENT NUMBER: ENG 018 OF 2022**

**TENDER FOR REMOVAL OF ILLEGAL ELECTRICAL CONNECTIONS, IN THE GREATER GEORGE AREA (LABOUR ONLY), FOR THE PERIOD OF THREE YEARS, FROM THE DATE OF APPOINTMENT.**

ENQUIRIES: Me. Wendy Hannes/ Mr E Nqumse YORK STREET GEORGE (044) 874 3917		<u>ISSUED BY:</u> THE CITY COUNCIL MUNICIPALITY OF GEORGE P O BOX 19 GEORGE, 6530	
<b>SUMMARY FOR TENDER OPENING PURPOSES</b>			
NAME OF BIDDER: .....			
SUPPLIER DATABASE NO.: MAAA .....			
TOTAL PRICE (INCLUDING VAT)		R	
<b>PREFERENCES CLAIMED FOR:</b>			
B-BBEE Status Level of Contributor:			
Preference Points Claimed:			
<b>B-BBEE certificates submitted with the tender document <u>MUST</u> be VALID ORIGINAL B-BBEE CERTIFICATES or VALID CERTIFIED COPIES OF THE B-BBEE CERTIFICATES</b>			
<b>TENDER CLOSES AT 12H00 ON FRIDAY, 18 NOVEMBER 2022</b>			

## INDEX

NO.	DESCRIPTION	PAGE NUMBERS
1	Advertisement	04
2	Invitation to Bid	05
3	Details of Tenderer	06
4	Details of Tendering Entity's Bank	07
5	Resolution taken by the Board of Directors / Members / Partners	8
6	Resolution taken by the Board of Directors of a Consortium or Joint Venture	09 - 10
7	Joint Venture Information / Agreement	11
8	Specifications & Pricing Schedule	12-29
9	Annexure A – Past Experience	30
10	The Tender Offer and Acceptance	31- 33
11	MBD1 – Tax Clearance Certificate	34- 35
12	MBD4 – Declaration of Interest	36- 39
13	MBD6.1 – Preference Points Claim form	40- 45
14	Sworn Affidavit	46
15	MBD8 – Declaration of Bidder's Past Supply Chain Management Practices	47- 48
16	MBD9 – Certificate of Independent Bid Determination	49- 51
17	Certificate for Municipal Services	52
18	General Conditions of Contract	53- 64

## **BIDDER CONTACT DETAILS**

This information shall be used for any correspondence or contact with the bidder.

Please indicate whether you want to receive any correspondence via e-mail or send to your postal address by registered mail.

Name of Bidding Company: .....		<b>Mark choice of correspondence with X</b>
Postal Address:	..... ..... ..... ..... Postal Code: .....	
E-mail Address:	.....	
Telephone Number:	.....	
Cellular Number:	.....	
Facsimile Number:	.....	

**GEORGE MUNICIPALITY / GEORGE MUNISIPALITEIT**  
**TENDER NO. ENG018/2022 / TENDER NR.ENG018/2022**

<p>Tenders are hereby invited for the:</p> <p><b><u>REMOVAL OF ILLEGAL ELECTRICAL CONNECTIONS, IN THE GREATER GEORGE AREA FOR A PERIOD OF THREE YEARS</u></b></p> <p>Completed tenders in a sealed envelope, clearly marked:</p> <p><b>Tender No. ENG 018/2022</b>, must be placed in the tender box at the George Municipality on the First Floor, Department: Financial Services, Supply Chain Management, York Street, George by no later than <b>12:00 on Friday, 18 November 2022</b>. Tenders will be opened on the same day in the Committee Room at 12:05. Late or unmarked tenders will not be considered. No posted tenders or tenders per fax or e-mail will be accepted.</p> <p>Tender documents are available at a non-refundable deposit of R 253-00 each from the Supply Chain Management Unit, First Floor, Civic Centre, York Street, George.</p> <p><b>A compulsory briefing session will be held on, Friday, 28 October 2022 at 11:00 in the Committee Room, George Municipal Offices, Electro-Technical Services, Brick Road, George Industrial.</b></p> <p><b>Non-attendance of the compulsory briefing session will disqualify</b></p> <p>Tender documents are available on the George Municipality's website: <a href="http://www.george.gov.za">www.george.gov.za</a>, free of charge.</p> <p>Tenders will be evaluated and adjudicated in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) Regulations 2017 and the George Municipality's Supply Chain Management Policy, where 80 points will be scored for price and 20 points for B-BBEE status.</p> <p>For more information, contact Wendy Hannes Wendy Hannes/ Eddie Nqumse by (044) 8743917 <a href="mailto:whannes@george.gov.za">874-3917 / whannes@george.gov.za</a>/ <a href="mailto:Ennqumse@george.gov.za">Ennqumse@george.gov.za</a>.</p> <p>The Municipality reserves the right to withdraw any invitation to tender and/or to readvertise or to reject any quotation or to accept a part of it. The Municipality is not bound to accept the lowest or any tender .</p> <p>A TCS PIN for bidders' tax compliance information must be submitted with the tender document.</p> <p>It will be required from all successful bidders to register on the Central Supplier Database (CSD).</p> <p><b>DR M GRATZ</b> <b>MUNICIPAL MANAGER</b> <b>GEORGE MUNICIPALITY</b> <b>GEORGE</b> <b>6530</b></p>	<p>Tenders word hiermee ingewag vir die van:</p> <p><b><u>VERWYDERING VAN ONWETTIGE ELEKTRIESE AANSLUITING, IN DIE GROTER GEORGE-GEBIED VIR 'N TYDPERK VAN DRIE JAAR</u></b></p> <p>Voltooide tenders in 'n verseëelde koevert, duidelik gemerk:</p> <p><b>Tender Nr . ENG 018/2022</b>, moet voor <b>Vrydag, 18 November 2022</b>. om <b>12:00</b> in die tenderbus by die George Munisipaliteit op die Eerste Vloer, Departement: Finansiële Dienste, Voorsieningskanaal Bestuurseenheid, Burgersentrum, Yorkstraat, George geplaas word. Tenders sal om 12:05 dieselfde dag in die Komiteekamer oopgemaak word. Laat of ongemerkte tenders sal nie oorweeg word nie. Geen tenders per pos, faks of e-pos sal aanvaar word nie.</p> <p>Tender dokumente is verkrygbaar teen 'n R253-00 nie-terugbetaalbare deposito elk by die Voorsieningskanaalbestuur Eenheid op die Eerste Vloer, Burgersentrum, Yorkstraat, George.</p> <p><b>'n Verpligte inligtingsvergadering sal in die Komiteekamer, George Munisipale Kantore, Elektro-tegniese Dienste, Brickweg, George Industrieel op Vrydag, 28 Oktober 2022 om 11:00 gehou word.</b></p> <p><b>Indien die verpligte inligtingsvergadering nie bygewoon word nie, sal u tender gediskwalifiseer word.</b></p> <p>Tender dokumente is gratis op die George Munisipaliteit se webblad beskikbaar: <a href="http://www.george.gov.za">www.george.gov.za</a></p> <p>Tenders sal ge-evalueer en toegeken word in terme van die Wet op die Raamwerk vir Voorkeurverkrigingsbeleid (Wet 5 van 2000) Regulasies 2017, asook George Munisipaliteit se Voorsieningskanaalbestuursbeleid, waar 80 punte ten opsigte van die prys en 20 punte ten opsigte van B-BBEE status toegeken sal word.</p> <p>Vir verdere inligting, kontak Wendy Hannes/ Eddie Nqumse by (044) <a href="mailto:whannes@george.gov.za">874-3917 / whannes@george.gov.za</a>/ <a href="mailto:Ennqumse@george.gov.za">Ennqumse@george.gov.za</a> .</p> <p>Die Munisipaliteit behou die reg voor om enige versoek vir 'n tender terug te trek en/of te her-adverteer of enige tender te verwerp of gedeeltelik te aanvaar. Die Munisipaliteit is nie daartoe gebind om die laagste of enige tender te aanvaar nie.</p> <p>'n "TCS PIN" vir bidders se belasting nakoming inligting moet ingesluit wees by die tender dokument.</p> <p>Dit sal van alle suksesvolle bidders verwag word om op die Sentrale Verskaffersdatabasis (SVD) te registreer.</p> <p><b>DR M GRATZ</b> <b>MUNISIPALE BESTUURDER</b> <b>GEORGE MUNISIPALITEIT</b> <b>GEORGE</b> <b>6530</b></p>
---	---

## INVITATION TO BID

**YOU ARE HEREBY INVITED TO BID FOR THE REMOVAL OF ILLEGAL ELECTRICAL CONNECTIONS, IN THE GREATER GEORGE AREA FOR A PERIOD OF THREE YEARS**

BID NUMBER: ENG018/2022

CLOSING DATE: 18 NOVEMBER 2022

CLOSING TIME: 12:00

BID DOCUMENTS MUST BE DEPOSITED IN THE TENDER BOX SITUATED AT:

Supply Chain Management Unit  
The Civic Centre (1<sup>st</sup> Floor)  
York Street  
GEORGE

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

The bid box is open from 07:45 until 16:30, 5 days a week. Bids must be submitted on the Official Forms (NOT TO BE RE-TYPED).

**B-BBEE certificates submitted with the tender documents MUST be a VALID ORIGINAL B-BBEE CERTIFICATE or VALID CERTIFIED COPY OF THE B-BBEE CERTIFICATE.**

In the case of a Trust, Consortium or Joint Venture, they 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.

This Bid is subject to the General Conditions of Contract (GCC) and, if applicable, any other Special Conditions of Contract.

This Bid will be evaluated and Adjudicated according to the following criteria:

1. Relevant specifications;
2. Value for money;
3. Capacity to execute the contract;
4. PPPFA Regulations 2017.

**NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, PROVINCIAL GOVERNMENT OR MUNICIPALITY.**

## DETAILS OF TENDERER

Name of firm / entity / enterprise	
Trading as (if different from above)	
Postal address	Postal Code _____
Physical address	
Contact Details of the <b>Person Signing the Tender:</b>	Name: _____ Telephone: (____) _____ Fax: (____) _____ Cellular Number: _____ E-mail address: _____
Contact Details of the <b>Senior Manager Responsible for Overseeing Contract Performance:</b>	Name: _____ Telephone: (____) _____ Fax: (____) _____ Cellular Number: _____ E-mail address: _____
Contact Details of <b>Person Responsible for Accounts / Invoices:</b>	Name: _____ Telephone: (____) _____ Fax: (____) _____ Cellular Number: _____ E-mail address: _____

## **DETAILS OF TENDERING ENTITY'S BANK**

I/We hereby authorize the Employer/Client to approach all or any of the following bank/s for the purposes of obtaining a financial reference:

<b>DESCRIPTION OF BANK DETAIL</b>	<b>BANK DETAILS APPLICABLE TO TENDERER'S HEAD OFFICE</b>
Name of bank	
Branch name	
Branch code	
Name of Account Holder	
Account number	
Type of Account	

Signature of Tenderer:\_\_\_\_\_

Date: \_\_\_\_\_

# THE RESOLUTION TAKEN BY THE BOARD OF DIRECTORS / MEMBERS / PARTNERS

**RESOLUTION** of a meeting of the Board of Directors / Members / Partners of

\_\_\_\_\_  
NAME OF TENDERER

Held at \_\_\_\_\_ on \_\_\_\_\_  
(Place) (Date)

**RESOLVED THAT:**

1. The enterprise submits a Tender to the George Municipality in respect of the following:

**TENDER NUMBER: ENG018/2022**  
**REMOVAL OF ILLEGAL ELECTRICAL CONNECTIONS, IN THE GREATER GEORGE AREA FOR A PERIOD OF THREE YEARS**

2. Mr/Mrs/Ms \_\_\_\_\_

In his/her capacity as \_\_\_\_\_

and who will sign as follows: \_\_\_\_\_  
(SPECIMAN SIGNATURE)

be, and is hereby, authorized to sign the Tender and any and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any contract, and or all documentation resulting from the award of the Tender to the enterprise mentioned above.

Note: The resolution **must be signed by all the directors or members / partners** of the bidding enterprise. Should the space provided below not be sufficient for all the directors to sign, please provide a separate sheet in the same format below.

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			



## THE RESOLUTION TAKEN BY THE BOARD OF DIRECTORS OF A CONSORTIUM OR JOINT VENTURE

**RESOLUTION** of a meeting of the Board of Directors / Members / Partners of

\_\_\_\_\_  
NAME OF TENDERER

Held at \_\_\_\_\_ on \_\_\_\_\_  
(Place) (Date)

### RESOLVED THAT:

1. The enterprise submits a Tender to the George Municipality in respect of the following:

**TENDER NUMBER: ENG018/2022**

**REMOVAL OF ILLEGAL ELECTRICAL CONNECTIONS, IN THE GREATER GEORGE AREA FOR A PERIOD OF THREE YEARS**

(list all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium / Joint Venture):

\_\_\_\_\_ and  
\_\_\_\_\_  
\_\_\_\_\_ and  
\_\_\_\_\_

2. Mr/Mrs/Ms \_\_\_\_\_

In his/her capacity as \_\_\_\_\_

and who will sign as follows: \_\_\_\_\_  
(SPECIMAN SIGNATURE)

be, and is hereby, authorized to sign the Tender and any and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any contract, and or all documentation resulting from the award of the Tender to the **Consortium / Joint Venture** enterprise mentioned above.

3. The enterprise in the form of a consortium or joint venture accept jointly and several liability with parties under item 1 above for the fulfillment of the obligations of the joint venture deriving from, and in any way connected with the contract to be entered into with the George Municipality in respect of the project described above under item 1.
4. The **Consortium / Joint Venture** enterprise chooses as its domicilium citandi et executandi for all purposes arising from this joint venture agreement and contract with the George Municipality in respect of the project under item 1:

(Physical Address) \_\_\_\_\_  
\_\_\_\_\_

Note: The resolution **must be signed by all the directors or members / partners** of the bidding enterprise. Should the space provided below not be sufficient for all the directors to sign, please provide a separate sheet in the same format below.

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

## JOINT VENTURE

Only to be completed if applicable

Name of Joint Venture:	
Names of Each Enterprise:	
(1) Name and Address of Enterprise:	
(2) Name and Address of Enterprise:	
(3) Name and Address of Enterprise:	
Has an original valid Tax Clearance Certificate been submitted for each enterprise?	YES <input type="checkbox"/> NO <input type="checkbox"/>
CIDB Registration Number(s), if any:	

**Submit your Joint Venture Agreement together with this annexure. If no Joint Venture Agreement is submitted, your tender will be disqualified.**

**SIGNED ON BEHALF OF JOINT VENTURE** \_\_\_\_\_

## **TENDER CONDITIONS**

The successful contractor shall be responsible for the removal of illegal and unsafe connections, the infrastructure personnel will be responsible to isolate the supply from where the illegal connections are being supplied from.

Once the isolated process to remove the illegal wires starts. These illegal connections are normally being connected from formal settlements to informal settlements, streetlights poles, overhead transformers, minisub-stations, high mast poles, underground service cables, and overhead bundle conductors.

Inspections for illegal and unsafe electrical connections including investigations of theft-related incidents (including the collection of forensic evidence where necessary) and production of reports.

Removal of illegal and unsafe electrical connections in public open spaces (i.e. connections to power cables and/or overhead power lines before any metering point, therefore, enabling consumers to obtain free electricity and connections to metered points from one dwelling to another resulting in unsafe electrical conditions to the public and surroundings). Laying charges to the South African Police Service (SAPS).

Appearance at Court Cases as a witness when necessary.

This specification covers the greater George area.

All work to be undertaken on this contract shall be carried out in accordance with the following:

- **Occupational Health and Safety Act 1993 as amended**
- **Codes of Practice for Underground Cables, in accordance with Section 60 of the Safety, Health and Welfare at Work Act 2005**
- **NRS 040 – High Voltage Operating Regulations**
- **NRS 055 (Code of Practice for Revenue Protection)**
- **George Municipality By-Laws**

It is important to note that it will be the Contractor's responsibility to obtain and understand the relevant sections of the Codes of Practice, including revisions, as all work shall be done strictly in accordance with these Codes only.

The relevant George Municipality representative will contact the Contractor via the cellular phone or radio to issue instructions to disconnect any identified connections either as part of an area intervention or on ad-hoc basis. This would be one of the methods only. He will also agree with the Contractor regarding the number of crews/resources to be used for the task, taking into consideration amongst others the amount of work to be performed and the urgency associated with the task at hand. The other is for the contractor to find illegals himself.

It is the responsibility of the Contractor to ensure that the request is attended to within the reasonable times.

The Contractor shall **do a written report**, back to the George Municipality representative, with all the relevant information pertaining to the request/job done and the following additional information:

- General condition of the LV network around the affected Area.

- Any other conditions worth mentioning as per the discretion of the contractor, considering **compliance to all:**
  - ✓ The regulations governing the supply of electricity.
  - ✓ Occupational Health and Safety Act.
  - ✓ Applicable NRS Standards.
  - ✓ Municipal by-laws, etc.

Under no circumstances must the Contractor, within the scope of this project attend to any request received directly from consumers, unless such request is as a result of a life-threatening situation that requires prompt attention.

The Contractor *shall* as far as reasonably possible, report to the relevant George Municipality representative and receive consent before undertaking such action and then keep a record of such request.

The Contractor *shall* have reliable and efficient communication between his premises, field staff, and the relevant George Municipality offices to avoid time-consuming delays.

### **INSTRUCTION TO RECTIFY**

An Instruction to Rectify shall be issued to the Contractor(s) via the Communication Network available, as circumstances dictate, whereupon the associated task *must* be attended to by the Contractor(s) without delay.

Emphasize that *no action* will be taken without instruction from the Department.

For this purpose, the Contractor shall have one or more of the following:

- A land telephone line.
- E-mail.
- Cell phone and
- Radio communication at a permanent location as defined.

### **RESPONSE TIME**

After instruction to intervene, all requests shall be attended to without procrastination as follows:

- For all *Once-off or individual requests*, the response must be as quick as possible.
- For all *Area interventions*, response within 24hrs.

If the Contractor *is unable* to respond to the request within the specified time, the Contractor shall inform the relevant George Municipality representative and an alternative time shall be agreed upon.

If the George Municipality representative has not been informed, it would be taken as default to the requirements of this contract. The employer shall have the right, to consider any time defaults.

The George Municipality representative shall *come into agreement* with the Contractor about the number of crews to be utilized per task, in order to meet the requirements of the contract.

If in the opinion of the George Municipality representative, additional Contractor staff is

necessary to comply with the requirements of this contract, he may instruct the Contractor accordingly, whereupon the Contractor shall provide this additional staff. The number of crews shall be mutually agreed upon with the contractor taking into account the required time limitations per intervention.

### **COMMUNICATION WITH THE STAKEHOLDERS**

The Contractor shall have at his premises, a permanent telephone/landline, e-mail, and cell phone communication facilities, as explained above. The Electrician(s) employed in terms of this contract, must be competent to communicate with the other relevant stakeholders e.g. First Line of Response: Dispatch Centre, George Municipality Call Centre, etc.

### **SITE**

The terrain in some of the designated areas might be of a rough nature, with access by means of sand roads, informal tracks, and paths. The tasks under this contract shall be undertaken during all weather conditions.

The requests will generally be located by reference to an address or area description, GPS co-ordinates may also be available in some instances. The contractor must have a cell phone /device that interpret the GPS co -ordinates.

In order to assist the Contractor, maps and plans will be provided to the Contractor on request, if it is available from the George Municipality representative.

In view of the informal nature of most places contained in the scope of this contract, it is preferred that the Contractor's staff employed, must familiarise themselves with the areas, in which they are required to work.

For the purposes of this contract, the Contractor's offices or centre of operations shall be based in a suitable location, within the boundaries of George Municipal service area, where it is possible to respond to requests / instructions within the specified response times, as mentioned.

### **NATURE OF DISCONNECTIONS TO BE MADE**

The Contractor shall be responsible for the removal of all illegal and unsafe electrical connections in public open spaces i.e., Connections directly to the George Municipality electricity LV network connections to:

- Power cables and/or overhead lines before any metering point.
- On LV busbars of transformers, kiosks, and metering points.
- Street lighting circuits and
- Connections after metered points that result in unsafe conditions in public open spaces.

Requests from consumers regarding faults on their points of supply shall not be attended to under this contract. If such requests are received, the Contractor shall advise the consumer to report the Faults to the George Municipality Customer Care Call Centre.

## **DOCUMENTATION**

The Contractor shall also provide the George Municipality representative with an updated schedule of the electrician's names and certificates if the staff changes or on request of the George Municipality representative.

## **TENDER SCOPE OF WORKS**

### **THE REMOVAL OF ILLEGAL CONNECTIONS PROCESS**

The Intervention / Removal of illegal connections is subject to the following process:

- Approval of the request for the intended operation by the relevant George Municipality representative.
- Compilation and approval of the Integrated Operations Plan approved by George Municipality with the joint sitting of all stakeholders.

The George Municipality Director Electrotechnical (Director takes responsibility, he needs to let process passed Municipal Manager and Politicians prior to approval).

- The George Municipality representative will draft this approval, and the approval will be coordinated by the relevant area head of the South African Police Service.
- On approval, the George Municipality representative or his delegate will notify the Contractor so that the planning for the intervention commences.
- The George Municipality representative will also issue the approval to the Customer Liaison officer who will inform Sub-Council of the intended operation.
- The representative of George Municipality will be requested to involve Local leaders e.g. Ward Councillors, Religious Leaders, Influential persons, etc, before undertaking disconnections in Areas. It is advisable that the Contractors familiarize themselves with Local Leaders in their areas of responsibility. This will ensure that the communities affected by the instructions to disconnect are aware of the disconnections beforehand when it is not an operation.
- If deemed necessary by Director (The approved request will be tabled by the George Municipality Electrotechnical Services Senior Officer at the relevant City Meeting chaired by Law Enforcement so that resources are scheduled for the operation).
- The above general plan of action could be overwritten/changed and bypassed/modified by the Director Electrotechnical should he deems it necessary.

An Integrated Operations Plan must be compiled by the Contractor which detail the method statement for the operation including all resources required, risk mitigation, contact person, etc. Minimum signatures on this operation plan will include the Low Voltage senior superintendent, the Chief of Police, Law, and enforcement, and the Contractor.

The approved integrated operations plan is the official holding point for the removal of illegal connections. Prior to the commencement of intervention for the removal of illegal connections, the Contractor shall ensure that the Integrated Operations Plan is approved, and permits are issued to him.

The Contractor will invite all stakeholders to a kick-off meeting where the compilation of the Integrated Operations Plan will occur. This plan, as a minimum will contain a detailed method statement by each stakeholder, the risks, and mitigation.

Stakeholders include and are not limited to Law Enforcement Commander, Traffic Commanders, Electricity Department, and South African Police Services-Crime Prevention).

### **DISCONNECTING**

After disconnecting the illegal wires, the Contractor shall deliver them to the George Municipality Electrotechnical Services depot stores for safekeeping:

- Brick Road Street  
George Municipal Stores  
George

The relevant George Municipality representative shall ensure that storage space and the appropriate assistance, to achieve this purpose is available.

The wires shall be marked with the following information:

- Date and time of disconnection.
- Illegal consumer's name if possible.
- Full address - Erf number / Area / Geographical description of property supplied with the illegal wire.

**It shall be expected of the Contractors to adhere to the requirements of this.**

- The Contractor is however advised to communicate and agree with the relevant George Municipality representative if any deviation to the intervention requirements is foreseen/occurs. The George Municipality representative shall use his discretion in this regard and his decision shall be final.
- An area intervention shall be followed up by visible policing for a period of at least 48 hours, any attempt to reconnect during this period shall lead to a case being laid against the people involved by the contractor at the local police station for sabotage (in terms of the Criminal Procedure Act)



## **TENDER REQUIREMENTS FOR COMPLIANCE WITH SPECIFICATIONS**

### **PREVIOUS EXPERIENCE OF TENDERER**

To be considered for an appointment in terms of this tender, the tenderer must have at least a minimum of two (2) years of experience in the construction and maintenance of low voltage overhead and underground distribution network, the details of which **must be completed in the Returnable Schedule, on pages 25.**

### **KEY PERSONNEL**

In order to be considered for an appointment in terms of this tender, the tenderer must have the following key personnel, in its permanent employment at the close of tender, mark with an “x”:

No.	Quantity	Description	Yes	No
1.	01	Team leader / Supervisor		
2.	01	Electrician		
3.	04	General Workers		

The above-mentioned key personnel constitute a crew, and one (1) crew is required per Area unless otherwise written agreement between the Contractor and the relevant George Municipality representative.

### **VEHICLES AND SPECIALISED EQUIPMENT**

In order to be considered for an appointment in terms of this tender, the tenderer must have the following vehicles:

- 1 ton - 3-ton Light Delivery Vehicle
- Aerial platform (Freestanding / Vehicle mounted)

### **SECURITY SERVICE**

In order to be considered for an appointment in terms of this tender, the tenderer must submit the following with the tender submission:

- A proof of agreement or intent to outsource security services with a registered security company
- A proof of registration of the security company with PSiRA).

### **CONTRACTORS' AREA OF OPERATIONS**

The order will be “as and when required” and the service will have to be executed within 24 hours.

*Tenderers that failed to meet the minimum resource requirements will be considered non-responsive.*

### **CREW, TOOLS AND, VEHICLES**

Tenderer must ensure that each crew consists of:

- One (1) trade-tested electrician who shall have been deemed competent by George Municipality Electrotechnical and shall be a responsible person in terms of NRS 040. The Electrician shall have a minimum of 2 years post-trade test experience in the construction and maintenance of low voltage distribution networks. Failure to submit a CV, trade test certificate, and a valid certificate as a responsible person with tender submission, will declare the tender submission non-responsive.
- One (1) Team Leader / Supervisor with a minimum of 2 years' experience in supervision of construction and maintenance of low voltage distribution network with ELCONOP 2 accreditation or equivalent. Failure to submit a CV reflecting a minimum required experience and certificates for the Team leader with the tender submission will declare the tender submission non-responsive.
- Four (4) general worker(s) to assist the electrician in his/her duties. Names, Surnames, and ID copies for general workers should be submitted with the tender submission
- A suitable vehicle equipped with adequate, secure, and weatherproof storage space for tools and materials, radio and cellular communication equipment and any other equipment to be used.
- One set of such equipment as listed in paragraph 4 of the Specification.
- The tenderer shall have a minimum of one crew per area as defined above.

### **TOOLS AND EQUIPMENT**

In order to be considered for an appointment in terms of this tender, the tenderer must have the following tools and equipment:

- Test Equipment Sets
- Equipment
- Fully Equipped Electrician's Tool Kit Set

Maintenance tools and equipment shall be provided by the Contractor. Each crew shall be equipped with a full set of the listed tools and equipment capable of being used for disconnections per area:

No.	Item	Quantity
1.	Fully equipped electrician's tool kit	1
2.	Equipment (minimum)	
2.1	Flashlight	1
2.2	First Aid Kit	1
2.3	CO2 fire extinguisher	1

**ILLUSTRATION:**

Example of an Illegal and Unsafe Electrical Connections in the George Electricity Distribution Areas:





## RETURNABLE SCHEDULES OF CONTRACT

1. Infrastructure and resources available	• Physical facilities	Attach proof	YES	NO
	• Infrastructure and resources available for the contract owned by the tenderer.	Attach proof	YES	NO
	• Infrastructure and resources the Tenderer intend to rent, should the contract be awarded to him.	Attach proof	YES	NO
2. Evaluation of the Tenderer's position in terms of:	. Previous and expected current experience	Attach proof	YES	NO
	Capacity to execute the contract	Attach proof	YES	NO
3. Staffing profile	. Staff available for this contract being Tendered for .	Attach proof	YES	NO
	Qualifications and experience of key staff to be utilized on this contract.	Attach proof	YES	NO
4. Previous experience	. Experience in the relevant technical field	Attach proof	YES	NO
	. Experience of contracts of similar size.	Attach proof	YES	NO
	. Some or all of the references will be contacted to obtain their input.	Attach proof	YES	NO
5. Security Services	. Proof of agreement or intent to outsource security services with a registered security company	Attach proof	YES	NO
	. Proof of registration of the security company with PSIRA	Attach proof	YES	NO

## 1. SCHEDULE OF INFRASTRUCTURE AND RESOURCES AVAILABLE

Provide information on the following:

### Infrastructure and resources available

Physical facilities

Description	Address	Area (m <sup>2</sup> )

### Equipment

Provide information on equipment and resources that you have available for this project (attach details if the spaces provided are not enough)

Description : Equipment owned	Number of units
Description : Computer Hardware	Number of units
Description : Software to be Used	Number of units

**2. EVALUATION OF THE TENDERER'S POSITION IN TERMS OF PREVIOUS AND EXPECTED  
CURRENT EXPERIENCE & CAPACITY TO EXECUTE THE CONTRACT**  
(SIZE OF ENTERPRISE AND CURRENT WORKLOAD)

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

What is the estimated turnover for your current financial year? \_\_\_\_\_

**List your current contracts and obligations:**

Description	Value ®	Start date	Duration	Expected completed date

Do you have the capacity to supply the goods and services described in this Tender, should the contract be awarded to you? YES / NO

**Name of Tendering Entity :** \_\_\_\_\_

**Signature :** \_\_\_\_\_

**Date :** \_\_\_\_\_

### 3. STAFFING PROFILE:

Provide information on the staff that you have available to execute this contract (attach a separate list if the space provided is insufficient)

[illegible]

**Name of Tendering Entity :**

**Signature :**

**Date :**



#### 4.PREVIOUS EXPERIENCE

##### (SCHEDULE OF WORK CARRIED OUT BY TENDERER)

Provide the following information on relevant previous experience (indicate specifically projects of similar or larger size and/or which is similar with regard to the type of work. In addition to any requirements, bidders must furnish particulars of:

- a. all construction works provided to an organ of state in the last two years.
- b. any similar construction works provided to an organ of state in the last two years.

This information is material to the award of the Contract.

Description	Value (R, VAT excluded)	Year(s) executed	Reference		
			Name	Organisati on	Tel no

**Name of Tendering Entity:** \_\_\_\_\_

**Signature :** \_\_\_\_\_

**Date :** \_\_\_\_\_

## 5. SECURITY SERVICES

### (SCHEDULE OF SUB-CONTRACTORS)

The Bidder shall, in accordance with the provisions of condition of Tender, list below the sub-contractors he/she proposes to employ for part(s) of the work. Proof of agreement or intent to outsource security services with a registered security company

<b>Sub- Contractor's Name</b>	<b>Work Activities to be undertaken by the Sub-contractor</b>	<b>Work Recently Executed by Sub-contractor</b>	<b>Proof of registration of the security company with PSIRA</b>

## **PRICE SCHEDULE**

### **PRICING INSTRUCTIONS:**

- State the rates and prices in Rand unless instructed otherwise in the tender conditions.
- 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 General Tender Information.
- All prices tendered must include all expenses, disbursements, and costs (e.g., transport, accommodation, etc.) that may be required for the execution of the tenderer's obligations in terms of the Contract, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract as well as overhead charges and profit (in the event, that the tender is successful). All prices tendered will be final and binding.
- All prices shall be tendered in accordance with the units specified in this schedule.
- The successful tenderer is required to perform all tasks listed against each item. The tenderer must therefore tender prices/rates as per the section in the Price Schedule. An item against which no rate (or rates, in the case of rate categories if provided) is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash, or the word "included" or abbreviations thereof) is entered against an item, it will also be evaluated as a nil rate having been entered against that item, i.e. that there is no charge for that item.
- The cancellation rate shall only be applicable when a request for intervention is cancelled by the George Municipality within 24 hours before the agreed commencement of the removal of illegal connections.
- Due to the volume of work envisaged, the George Municipality reserves the right to appoint One Main Contractor. However, the Municipality reserves the right to award to more than One Main Contractor to perform the functions stipulated in this tender.
- Provide fixed rates and prices for the first year of the contract that is not subject to adjustment, except as otherwise provided for in the Conditions of Contract and as amplified in the Special Conditions of Contract.
- No separate Preliminary and General Sums (P & G Sums), as well as site establishment charges, will be accepted, and therefore the Tenderer must allow for P & G Sums and site establishment charges for in the prices quoted in the Pricing Schedule.

## AREA OF PREFERENCE

**None** - The greater George area in total applies:

### WEIGHTING FACTOR

Item No.	Activity	Measurements		Rate per unit (All applicable taxes included)	Total Amount Year 1 (All applicable taxes included)
1.	Inspections/investigations and production of the report (Including, collection of forensic evidence where necessary)	Unit of measure	Per report/case		R
		Quantity Per Annum	50 reports		R
2.	Intervention / Removal of illegal connections (Area Intervention)	Unit of measure	Per removal		R
		Quantity Per Annum	30		R
3.	Appearance at Court Cases (Where necessary)	Unit of measure	Per Court appearance		R
		Quantity Per Annum	10		R
4.	The cancellation rate for Area Intervention/Removal of illegal connections (Only payable when the Intervention/Removal of illegal connections is cancelled in less than 24 hours before the agreed commencement of the removal of illegal connections).	Unit of measure	Per removal/case		R
		Quantity Per Annum	5		R
TOTAL RATES (ALL APPLICABLE TAXES INCLUDED)					R

### **TOTAL SUMMARY**

<b>QUANTITY</b>	<b>TOTAL RATES PER ANNUM (ALL APPLICABLE TAXES INCLUDED)</b>
<b>YEAR 1</b> – as per the above schedule	R
<b>YEAR 2</b> – as per the schedule of year 1 plus the average CPI rate as of 30 June of each year	R
<b>YEAR 3</b> – as per the schedule of year 1 plus the average CPI rate as of 30 June of each year	R
<b>TOTAL RATES FOR THREE (3) YEARS</b>	<b>R</b>

- Year 2 & 3 can be any percentage between 2 and 6%
- ❖ The Weighting factor is only applied for the purpose of obtaining realistic prices for comparing the tender amounts.
- ❖ Once appointments have been made, this should be treated as per Unit prices and applied accordingly.

## PAST EXPERIENCE

**This schedule is compulsory to complete!**

---

Bidders must furnish hereunder details of similar works / services, which they have satisfactorily completed in the past. The information shall include a description of the Works / Services, the Contract value and name of Employer.

Employer	Nature of Work	Value of Work	Duration and Completion Date	Employer Contact Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Tenderer

## THE TENDER OFFER

I/We Mr/Mrs/Messrs \_\_\_\_\_  
duly assigned to represent the service provider for the purpose of this tender, hereby tender to supply all or any of the goods and/or render all or any of the services described in the attached documents to the George Municipality on terms and conditions stipulated in this tender and in accordance with the specifications stipulated in the tender documents (which shall be taken as part of, and incorporated into this tender) **at the price/s reflected in the Pricing Schedule.**

I/we agree that this offer shall remain valid for a period of 180 days commencing from the closing date and time of this tender.

I/we further agree that:

This tender and its acceptance shall be subject to the terms and conditions contained in the George Municipality's Supply Chain Management Policy;

If I/we withdraw my/our tender within the period for which I/we have agreed that the tender shall remain open for acceptance, or fail to fulfill the contract when called upon to do so, the George Municipality may, without prejudice to its other rights, agree to the withdrawal of my/our tender or cancel the contract that may have been entered into between me/us and the George Municipality and I/we will then pay to the George Municipality any additional expense incurred by the George Municipality having either to accept any less favorable tender or, if fresh tenders have to be invited, the additional expenditure incurred by the invitation by the invitation of fresh tenders and by the subsequent acceptance of any less favorable tender; the George Municipality shall also have the right to recover such additional expenditure by set-off against moneys which may be due or become due to me/us under this or any other tender or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfillment of this or any other tender or contract and pending the ascertainment of the amount of such additional expenditure or retain such moneys, guarantee or deposit as security for any loss the George Municipality may sustain by reason of my/our default;

If my/our tender is accepted the acceptance may be communicated to me/us by letter or order by certified mail or registered mail. Such posting shall be deemed to be proper service of such notice with effect from the date of posting/dispatch of such notice;

The law of the Republic of South Africa shall govern the contract created by the acceptance of my/our tender and that I/we choose domicilium citandi et executandi in the Republic of South Africa, where any and all legal notices may be served at (full street address on this place):

Physical Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I/we furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our tender; that the price(s) and rate(s) tendered cover all the work/item(s) specified in the tender documents and that the price(s) and

rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our own risk.

I/we hereby accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me/us under this agreement as the Principal(s) liable for the due fulfillment of this contract.

I/we agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me/us as a result of such action.

I/we declare that I/we have participation / no participation in the submission of any other offer for the supplies/services described in the attached documents. If in the affirmative, state name(s) of tenders involved.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**This form must be completed and signed to be considered provisionally responsive.**



## ACCEPTANCE

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the supplier receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the supplier 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.

Name: **MR MANDLA BONAGANI**

Signature: \_\_\_\_\_

Capacity: **DIRECTOR: ELECTROTECHNICAL SERVICES**

Date: \_\_\_\_\_

For the Employer: **GEORGE MUNICIPALITY  
CIVIC CENTRE  
YORK STREET  
GEORGE**

## TAX COMPLIANCE INFORMATION

### PART A

Tax Compliance Status	TCS Pin:		<b>or</b>	CSD No:	
B-BBEE Status Level Verification Certificate [Tick Applicable Box]	<input type="checkbox"/> Yes  <input type="checkbox"/> No			B-BBEE Status Level Sworn Affidavit	<input type="checkbox"/> Yes  <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE / SWORN AFFIDAVIT (FORM EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
Are You The Accredited Representative In South Africa For The Goods / Services / Works Offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No  [If Yes, Enclose Proof]			Are You A Foreign Based Supplier For The Goods / Services / Works Offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No  [If Yes, Answer Part 2.]
Signature of Bidder	.....			Date	.....

## PART B

### TERMS AND CONDITIONS FOR BIDDING

#### 1. TAX COMPLIANCE REQUIREMENTS

- 1.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 1.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 1.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE [WWW.SARS.GOV.ZA](http://WWW.SARS.GOV.ZA).
- 1.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B2.
- 1.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 1.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 1.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

#### 2. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS [Tick Applicable Box]

2.1 Is the entity a resident of the Republic of South Africa (RSA)?	YES	NO
2.2 Does the entity have a branch in the RSA?	YES	NO
2.3 Does the entity have a permanent establishment in the RSA?	YES	NO
2.4 Does the entity have any source of income in the RSA?	YES	NO
2.5 Is the entity liable in the RSA for any form of taxation?	YES	NO

**IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 ABOVE.**

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

Signature of Bidder: .....

Capacity Under Which This Bid Is Signed: .....

Date: .....

## DECLARATION OF INTEREST

1.	No bid will be accepted from persons in the service of the state*.		
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 the 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 / her representative: .....		
3.2	Identity number: .....		
3.3	Position occupied in the Company (director, trustee, shareholder <sup>2</sup> ): .....		
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 (where applicable) must be indicated in paragraph 4 below.		
3.8	Are you presently in the service of the state?*	<b>YES / NO</b>	
3.8.1	If yes, furnish the following particulars:  Name of person / director / trustee / shareholder member: .....  Name of state institution at which you or the person connected to the bidder is employed: .....  Position occupied in the state institution: .....  Any other particulars: .....		
3.9	Have you been in the service of the state for the past twelve		<b>YES / NO</b>

3.9.1	<p>months?</p> <p>If so, furnish particulars.</p> <p>.....</p> <p>.....</p>	
3.10	<p>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?</p>	<b>YES / NO</b>
3.10.1	<p>If yes, furnish the following particulars:</p> <p>Name of person: .....</p> <p>Name of state institution at which you or the person connected to the bidder is employed:</p> <p>.....</p> <p>Position occupied in the state institution:</p> <p>.....</p> <p>Any other particulars: .....</p> <p>.....</p>	
3.11	<p>Are you aware of any relationship (family, friend, other) between the bidder and any person in the service of the state who may be involved with the evaluation and or adjudication of this bid?</p>	<b>YES / NO</b>
3.11.1	<p>If yes, furnish the following particulars:</p> <p>Name of person: .....</p> <p>Name of state institution at which you or the person connected to the bidder is employed:</p> <p>.....</p> <p>Position occupied in the state institution: .....</p> <p>Any other particulars: .....</p> <p>.....</p>	
3.12	<p>Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?</p>	<b>YES / NO</b>
3.12.1	<p>If yes, furnish the following particulars:</p> <p>Name of person / director / trustee / shareholder / member:</p>	

	<p>.....</p> <p>Name of state institution at which you or the person connected to the bidder is employed:</p> <p>.....</p> <p>Position occupied in the state institution: .....</p> <p>Any other particulars: .....</p> <p>.....</p>	
3.13	Is any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in the service of the state?	<b>YES / NO</b>
3.13.1	<p>If yes, furnish the following particulars:</p> <p>Name of person / director / trustee / shareholder / member:</p> <p>.....</p> <p>Name of state institution at which you or the person connected to the bidder is employed:</p> <p>.....</p> <p>Position occupied in the state institution: .....</p> <p>Any other particulars: .....</p> <p>.....</p>	
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?	<b>YES / NO</b>
3.14.1	<p>If yes, furnish particulars:</p> <p>.....</p> <p>.....</p>	
4. Full details of directors / trustees / members / shareholders:		
<b>THE FOLLOWING INFORMATION IS <u>COMPULSORY</u> TO COMPLETE:</b>		
<b>Full Name</b>	<b>Identity Number</b>	<b>Individual Tax Number for each</b>
		<b>State Employee Number (where</b>

		<b>Director</b>	<b>applicable)</b>
<b>5.</b>	<b>The contract will be automatically cancelled if there is a conflict of interest which is not disclosed by the bidder.</b>		

**Protection of Personal Information Act, 2013 (Act no.4 of 2013) (POPIA)**

All parties agree that they will comply with Protection of Personal Information Act, 2013 (Act no.4 of 2013) (POPIA) and process all the information and/or personal data in respect of the goods and/or services being rendered in accordance with the said act and only for the purpose of providing the goods and/or services set out in the agreement to provide such goods and/or services.

The contract between the municipality and the service provider must ensure compliance with the Protection of Personal Information Act, 2013 (Act no.4 of 2013) (POPIA), in that the service provider establishes and maintains security measures to safeguard personal information being processed on behalf of the municipality. The service provider must notify the municipality immediately in an event where there are reasonable grounds to believe personal information has been accessed by an unauthorised person.

The contract with a service provider must ensure confidentiality of personal information processed on behalf of the municipality. A supply contract with a service provider must include standard clauses outlining joint responsibility in terms of the protection of personal information.

.....  
Signature

.....  
Date

.....  
Capacity

.....  
Name of Bidder

<sup>1</sup>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 or 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 entity; or
- (f) an employee of Parliament or a provincial legislature.

<sup>2</sup>"Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercise control over the company.

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

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

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

### 1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

### 2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an



entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

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

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 4. POINTS AWARDED FOR PRICE

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

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

**80/20**

**or**

**90/10**

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

Where

- P<sub>s</sub> = Points scored for price of bid under consideration
- P<sub>t</sub> = Price of bid under consideration
- P<sub>min</sub> = Price of lowest acceptable bid

##### 4.2 FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME-GENERATING PROCUREMENT

#### 4.3 POINTS AWARDED FOR PRICE

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

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

Where

- $P_s$  = Points scored for price of bid under consideration  
 $P_t$  = Price of bid under consideration  
 $P_{max}$  = Price of highest acceptable bid

#### 5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 5.1 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. BID DECLARATION

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

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

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

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

#### 8. SUB-CONTRACTING

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

(***Tick applicable box***)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

8.1.1 If yes, indicate:

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

(***Tick applicable box***)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

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

## 9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

**Municipality**                      **where**                      **business**                      **is**                      **situated:**

.....

**Registered Account Number:** .....

**Stand Number:**.....

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have

—

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable

arrangements due to such cancellation;

- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES	
1.	.....
2.	.....

.....	
SIGNATURE(S) OF BIDDERS(S)	
DATE:	.....
ADDRESS	.....
	.....
	.....

**SWORN AFFIDAVIT – BBBEE EXEMPTED MICRO ENTERPRISE****SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE**

I, the undersigned,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

<b>Enterprise Name</b>	
<b>Trading Name</b>	
<b>Registration Number</b>	
<b>Enterprise Address</b>	

3. I hereby declare under oath that:
  - The enterprise is \_\_\_\_\_ % black owned;
  - The enterprise is \_\_\_\_\_ % black woman owned;
  - Based on the management accounts and other information available on the \_\_\_\_\_ financial year, the income did not exceed R10,000,000.00 (ten million rands);
  - Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% black owned	<b>Level One</b> (135% B-BBEE procurement recognition)	
More than 51% black owned	<b>Level Two</b> (125% B-BBEE procurement recognition)	
Less than 51% black owned	<b>Level Four</b> (100% B-BBEE procurement recognition)	

4. The entity is an empowering supplier in terms of **the dti** Codes of Good Practice.
5. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
6. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
 Commissioner of Oaths  
 Signature & stamp

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>

4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
<b>Item</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.5.1	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**

.....

**Position**

.....

**Date**

.....

**Name of Bidder**



## CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> 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 (MBD9) must be completed and submitted with the bid:
- 
- <sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.
  - <sup>2</sup> 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:

**TENDER NUMBER: ENG018/2022**  
**REMOVAL OF ILLEGAL ELECTRICAL CONNECTIONS, IN THE GREATER GEORGE**  
**AREA FOR A PERIOD OF THREE YEARS**

---

(Bid Number and Description)

in response to the invitation for the bid made by:

**GEORGE MUNICIPALITY**

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 consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

<sup>3</sup> 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.

## CERTIFICATE FOR MUNICIPAL SERVICES (COMPULSORY TO COMPLETE)

Information required in terms of the Supply Chain Management Regulations, Regulation 28 (1) (c).

Tender Number: ENG 018/2021

Name of the Bidder: \_\_\_\_\_

### DETAILS OF THE BIDDER/S: Owner / Proprietor / Director(s) / Partner(s), etc:

Physical Business address of the Bidder	Municipal Account Number(s)

If there is not enough space for all the names, please attach the additional details to the Tender document.

Name of Director / Member / Partner	Identity Number	Physical <b>residential</b> address of Director / Member / Partner	Municipal Account number(s)

I, \_\_\_\_\_, the undersigned,

(full name in block letters)

certify that the information furnished on this declaration form is correct and that I/we have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.

\_\_\_\_\_  
Signature

THUS DONE AND SIGNED for and on behalf of the Bidder / Contractor

at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 2022

### PLEASE NOTE:

**MUNICIPAL ACCOUNTS FOR ALL PROPERTIES OWNED BY BIDDER/S MUST BE ATTACHED TO THE TENDER DOCUMENT!**

Even if the requested information is not applicable to the Bidder, the table above should be endorsed NOT APPLICABLE with a reason and THIS DECLARATION **MUST** STILL BE COMPLETED AND SIGNED. In the event of leasing, a lease agreement **MUST** be attached to the tender document.

# **GEORGE MUNICIPALITY PROCUREMENT**

## **GENERAL CONDITIONS OF CONTRACT**

### **TABLE OF CLAUSES**

1.	Definitions
2.	Application
3.	General
4.	Standards
5.	Use of contract documents and information inspection
6.	Patent rights
7.	Performance security
8.	Inspections, tests and analysis
9.	Packing
10.	Delivery and documents
11.	Insurance
12.	Transportation
13.	Incidental services
14.	Spare parts
15.	Warranty
16.	Payment
17.	Prices
18.	Variation orders
19.	Assignment
20.	Subcontracts
21.	Delays in the supplier's performance
22.	Penalties
23.	Termination for default
24.	Anti-Dumping and countervailing duties and rights
25.	Force Majeure
26.	Termination for insolvency
27.	Settlement of disputes
28.	Limitation of liability
29.	Governing language
30.	Applicable law
31.	Notices
32.	Taxes and duties
33.	Transfer of contracts
34.	Amendment of contracts
35.	Prohibition of restrictive practices

## **General Conditions of Contract**

### **1. Definitions:**

#### **1. The following terms shall be interpreted as indicated:**

- 1.1** "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2** "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3** "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4** "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5** "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6** "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7** "Day" means calendar day.
- 1.8** "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9** "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10** "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
- 1.11** "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12** "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13** "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14** "GCC" means the General Conditions of Contract.
- 1.15** "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16** "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs

such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.

- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 "Tort" means in breach of contract.
- 1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

2. Application:

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General:

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

4. Standards:

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information inspection:

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the provider in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the provider's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights:

- 6.1 The provider shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2 When a supplier developed documentation / projects for the municipality or municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality or municipal entity.

7. Performance security:

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
  - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - (b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the provider not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analyses:

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, test and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by



- a representative of the purchaser or an organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing:

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents:

- 10.1 Delivery of the goods and arrangements for shipping and clearance obligations shall be made by the supplier in accordance with the terms specified in the contract.

11. Insurance:

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.

12. Transportation:

- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified.

13. Incidental services:

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the provider for similar services.

14. Spare parts:

- 14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
  - (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty:

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment:

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated.

17. Prices:

- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the provider in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.

18. Variation orders:

- 18.1 In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19. Assignment:

- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts:

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under these contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the Supplier's Performance:

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.
- 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties:

- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default:

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) if the supplier fails to perform any other obligation(s) under the contract; or
  - (c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems

- appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
  - (ii) the date of commencement of the restriction;
  - (iii) the period of restriction; and
  - (iv) the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
24. Anti-Dumping and Counter-Vailing duties and rights:
- 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure:

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency:

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of disputes:

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Notwithstanding any reference to mediation and/or court proceedings herein,  
(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and  
(b) the purchaser shall pay the supplier any monies due to the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of liability:

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;  
(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and  
(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language:
- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law:
- 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.
31. Notices:
- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties:
- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.
33. Transfer of contracts:
- 33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser.
34. Amendment of contracts:
- 34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.
35. Prohibition of restrictive practices:
- 35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice

referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties are contemplated in section 59 of the Competition Act No 89 of 1998.

- 35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.





**CONSTRUCTION HEALTH AND  
SAFETY SPECIFICATION  
FOR THE REMOVAL OF ILLEGAL  
ELECTRICAL CONNECTIONS IN THE  
GREATER GEORGE AREA**

16 October 2022  
Revision 0

## DOCUMENT INFORMATION SHEET

**Title of Document** : Construction H&S Specification for the removal of illegal electrical connections in the greater George area

**Type of Report** : H&S Specification

**Prepared for** : Tender Documents/Bidders

**Date of Issue** : 16 October 2022

### Copyright

All rights reserved. No part of this document may be reproduced or distributed in any form or by any means, electronic, mechanical, photocopying or recording or otherwise, or stored in a database or retrieval system, without the prior written permission of the Xaks Consulting (Pty) Ltd.

## DOCUMENT CONTROL SHEET

**PROJECT NAME** : Removal of illegal electrical connections in the greater George area.


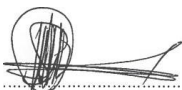
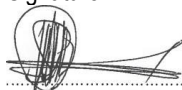
**DOCUMENT TITLE** : Construction H&S Specification for the removal of illegal electrical connections.

**DOCUMENT NUMBER** : XAKS-SPEC-WC-G-01

---

### SIGNING OF THE ORIGINAL DOCUMENT

We, the undersigned, accept this document as a stable work product to be placed under formal change control as described by the Procedure: Management of Controlled Documents.

ORIGINAL	Prepared by	Reviewed by	Approved by
Date:  16 October 2022	Name: X Redcliffe  Signature: 	Name: L. Mzamo  Signature: 	Name: L. Mzamo  Signature: 

### REVISION CHART

---

<i>Revision Number</i>	<i>Alteration</i>	<i>Date</i>
1		
2		
3		
4		
5		

THIS DOCUMENT WAS PREPARED BY:

XAKS Consulting (Pty)Ltd  
MR. Xavier Redcliffe  
Pr. CHSA/56/2017 SACPCMP  
Contact: +27 785463529/ 067 8474367  
E-mail: [xavier.redcliffe@xaks.co.za](mailto:xavier.redcliffe@xaks.co.za)  
[www.xaks.co.za](http://www.xaks.co.za)

## Contents

1. Definitions
  2. Project Scope of works and layout
  3. Introduction to this Construction Health and Safety Specification
  4. Limitation of liability
  5. Purpose of the Construction Health and Safety Specification
  6. Implementation of the Construction Health and Safety Specification
  7. Provision for the cost of H&S implementation
  8. Project Purpose and Scope of works
  9. Construction Manager
  10. Construction Safety Officer
  11. Hazard Identification and Risk Assessment
  12. Health & Safety Plan and File
  13. Close-out and Consolidated H&S file and annual builder shutdown
  14. Induction and H&S awareness
  15. Incidents, Accidents and Emergencies
  16. Hot Work, Fire Risks, Fire Extinguishers and Fire Fighting Equipment
  17. Live Energy Work and Electrical Reticulations and Machinery
  18. Fall Risk Work
  19. Public Health & Safety
  20. Excavation
  21. Waste
  22. Crane and lifting machine equipment operations
  23. Occupational Health
  24. Access and traffic management
  25. Special precautions
  26. Hazardous chemical substances
  27. Personal Protective Equipment
  28. Signage
  29. Mobile Plant Operations
  30. Consolidated Close Out Requirement
- ANNEXURE A – Acknowledgement of this specification by the Principal Contractor
- ANNEXURE B - Client Baseline Risk Assessment

## 1. Definitions

For the purpose of this Construction Health and Safety Specification, all definitions in the Occupational Health and Safety Act & Regulations, the abbreviations and the definitions given hereunder shall apply:

1. **“Agent”** refers to **Xaks Consulting (Pty) Ltd** represented by a Professional Construction Health and Safety Agent appointed to act on behalf of the Client, and who is appointed in writing.
2. **“Client”** refers to George Municipality.
3. **“COIDA”** means Compensation for Occupational Injuries and Diseases Act 130 of 1993
4. **“Competent person”** means a person who-
  - a. has in respect of the work or task to be performed the required knowledge, training and experience and, where applicable, qualifications, specific to that work or task: Provided that where appropriate qualifications and training are registered in terms of the provisions of the National Qualification Framework Act, 2000 (Act No 67 of 2000), those qualifications and that training must be regarded as the required qualifications and training; and
  - b. is familiar with the Act and with the applicable regulations made under the Act;
5. **“construction manager”** means a competent person responsible for the management of the physical construction processes and the coordination, administration and management of resources on a construction site including overseeing occupational health and safety;
6. **“construction site”** means the approved construction footprint and grounds where construction work is being performed as part of this contract.
7. **“construction supervisor”** means a competent person responsible for supervising construction activities on a construction site;
8. **“construction vehicle”** means a vehicle used as a means of conveyance for transporting persons or material, or persons and material, on and off the construction site for the purposes of performing construction work; and, includes a bakkie or LDV used by the principal contractor or any contractor
9. **“CHSS”** refers to this document, the Construction Health & Safety Specification
10. **“CR”** refers to the Construction Regulations, 2014
11. **“COC”** refers to Certificate of Compliance.
12. **“DSTI”** refers to a documented daily safe task instruction compiled and issued by a contractor and trained to all relevant employees
13. **“excavation work”** means the making of any man-made cavity, trench, pit or depression formed by cutting, digging or scooping;
14. **“fall arrest equipment”** means equipment used to arrest a person in a fall, including personal equipment, a body harness, lanyards, deceleration devices, lifelines or similar equipment;

15. **“fall prevention equipment”** means equipment used to prevent persons from falling from a fall risk position, including personal equipment, a body harness, lanyards, lifelines or physical equipment such as guardrails, screens, barricades, anchorages or similar equipment;
16. **“fall protection plan”** means a documented plan, which includes and provides for-
- a. All risks relating to working from a fall risk position and work where there is a risk of dropping materials.
  - b. The procedures and methods to be applied in order to eliminate the risk of falling and dropping of materials on persons; and
  - c. A rescue plan and procedures;
17. **“fall risk”** means any potential exposure to falling either from, off or into;
18. **“H&S”** refers to Health and Safety
19. **“Health and Safety Plan”** refers to a documented plan which addresses hazards identified and includes safe work procedures to mitigate, reduce or control the hazards identified.
20. **“Health and Safety Specification”** refers to a documented specification of all health and safety requirements pertaining to the associated works on a construction site, so as to ensure the health and safety of persons.
21. **“medical certificate of fitness”** means a valid medical certificate of fitness; such medical testing shall be relevant to the risks of the construction work performed on site and shall conform to the Occupational Health and Safety Act and Regulations and to the requirements in this H&S specification.
22. **“Method statement”** refers to a document detailing the key step by step activities to be performed in order to reduce as reasonably as practicable the hazards identified in the risk assessment.
23. **“OHSA”** refers to the Occupational Health & Safety Act of 1993
24. **“Principal Contractor”** means an employer who performs construction work for the client and who is appointed by the client.
25. **“Regulations”** refers to the Regulations issued under the Occupational Health & Safety Act.
26. **“S”** refers to a Section in the Occupational Health & Safety Act of 1993.
27. **“Sub-Contractor”** means an employer appointed by a contractor of the Principal Contractor to perform construction work on the Site; also means an employer appointed by a sub-contractor to perform work on the Site.
28. **“SACPCMP”** means the South African Council for the Project and Construction Management Profession

## 2. Project Purpose and Scope of works

The project entails the removal of illegal electrical connections in the greater George areas.

The successful contractor shall be responsible for the removal of illegal and unsafe connections, the infrastructure personnel will be responsible to isolate the supply from where the illegal connections are being supplied from.

Once the isolated process to remove the illegal wires starts. These illegal connections are normally being connected from formal settlements to informal settlements, streetlights poles, overhead transformers, mini sub-stations, high mast poles, underground service cables, and overhead bundle conductors. Inspections for illegal and unsafe electrical connections including investigations of theft-related incidents.

## 3. Introduction

1. This Construction Health & Safety Specification is published in terms of the Occupational Health & Safety Act of 1993 (OHS Act), Construction Regulations 2014, Regulation 5(1)(b).
2. The CHSS does not replace the Construction Regulations, 2014, but is a supplementary specification as required in terms of the Regulations.
3. Partial references to or quotes from the Regulations do not imply that the sections not referred to or quoted from are of lesser importance or are not applicable.
4. The Principal Contractor with all other sub-contractors is, at all times required to and will remain responsible to fully address all requirements and standards of the Occupational Health and Safety Act, Regulations and the full Construction Regulations in the Health and Safety Plan and the implementation thereof.
5. The client is committed to ensuring that the highest standards of health and safety prevail and this CHSS may contain standards which are more onerous than the statutory standards.

## 4. Limitation of liability

1. The client or its Agent shall not be responsible for any acts or omissions of any Contractor which may directly or indirectly result from the application of the CHSS or any project specific version thereof.
2. All contractors must ensure that articles, work, equipment, machinery, plant and work practices are, at all times, compliant to the legal requirements as these apply.
3. The client shall limit its responsibility to the application of the Construction Regulations' Client Requirements only.
4. This CHSS is developed to ensure that the Client and any bodies that enter into formal agreements with the Client such as Consultants, Principal Contractors, and Principal Contractors achieve an acceptable level of OHS performance. No advice, approval of any document required by the CHSS or the Agent, such as hazard identification and risk assessment action plan or any other form of communication from the client or the Agent shall be construed as an acceptance of any obligation that absolves the Principal Contractor from achieving the required level of performance and compliance

with legal requirements. Further, there is no acceptance of liability by the client or the Agent which may result from the Principal Contractor failing to comply with the CHSS.

5. The Principal Contractor shall enter into a Mandatory Agreement with the client, as defined in Section 37(2) of the Occupational Health and Safety Act. The Principal Contractor shall ensure that each contractor appointed by the Principal Contractor and each and sub-contractor appointed by a contractor also enter into a Mandatory Agreement with the client, as defined in Section 37(2) of the Occupational Health and Safety Act.
6. The Principal Contractor shall be appointed by the client in terms of the Construction Regulations of 2014.
7. These agreements and appointments shall be included in the Principal Contractor's H&S file on site and be valid for the duration of the contractor's work on the construction site.

## **5. Purpose of the Construction H&S Specification**

1. The purpose of the CHSS is to be used as the standard of H&S on this project on which Principal Contractors', Designers and other project representatives plan their project implementation thus ensuring safe work execution and legal compliance.
2. This CHSS will be applicable to all construction work at this project.
3. All employees working on this site shall conform to the standard in the CHSS. All the duties of a Principal Contractor in this CHSS equally apply, in full, to contractors of such Principal Contractor and to sub-contractors of such contractors.
4. This specification also applies to all project Designers and specialist consultants rendering a professional service on the project.

## **6. Implementation of the Construction H&S Specification**

1. This CHSS forms an integral part of the Contract, and Principal Contractors are required to make it an integral part of their contracts with subcontractors and suppliers.
2. Any Principal Contractor submitting a tender for the Construction for this project shall ensure that the tender contains sufficient evidence of:
  - a. Adequate provision for the cost of health and safety measures;
  - b. The principal contractor's access to and intention to appoint persons with the necessary competencies to carry out the construction work safely;
  - c. The principal contractor's access to the necessary resources to carry out the construction work safely;



## 7. Provision for the cost of H&S

1. The appointed Principal Contractor shall allow in their tenders for the cost of complying with the requirements of this CHSS and the legislative requirements based on the project scope of works.
2. The principal contractor shall be required to submit the priced OHS BoQ to the Agent for verification and submission to the Department of labour during the application for the construction works permit.

	H&S cost item
1.	SACPCMP-registered safety officer from the start of construction until the end of project handover.
2.	First aiders
3.	Fire Fighter
4.	First aid kits
5.	Fire extinguishers, Fire Blanket, Emergency Alarm
6.	Medical certificates of fitness Medical examination of all employees and certification of fitness by an occupational medicine practitioner. Pre-employment, annual and exit medical examination is required.
7.	PPE Standard set for all employees Risk based PPE considering the scope of works
8.	Emergency Equipment based on the risk exposure
9.	Barricading
10.	Waste bins on site and regular removal
11.	Construction signage, including the sign for the construction work permit number
12.	Allow for the necessary Workman's Compensation Fund or approved Insurer contributions for the duration of the project with and including renewals
13.	H&S management file

## 8. Scope

1. The detailed scope of works on this project is as per the detailed information as issued in the Tender Document .
2. This CHSS covers the client's requirements for addressing, mitigating and controlling Occupational Health and Safety related risks, problems, incidents and injuries during the said construction work for this project. The scope addresses legal compliance, hazard identification and risk assessment, and the promotion of a health and safety culture amongst those working on this project.

3. The CHSS contains clauses that are generally applicable to building, engineering and construction and imposes controls associated with activities that impact on human health and safety.
4. The Principal Contractor is required to comply with the provisions of the OHSA, all applicable Regulations, relevant SANS codes, and this CHSS.
5. The Agent will monitor the Principal Contractor's compliance with the requirements of the OHSA and their H&S Plan.

## **9. Construction Manager**

1. The principal contractor shall appoint a full-time competent person as the construction manager with the duty of managing all the construction work on the Site.
2. The construction manager must be exclusively dedicated to this project/site.
3. Proof of competency of the construction manager shall be incorporated in the H&S file; the client or its Agent shall only allow work to commence if the designated construction manager has sufficient evidence of H&S competence and, as a minimum this shall include:
  - a. Proof of professional training
  - b. Proof of experience in the construction scope of work relevant to this project nature
  - c. Proof of experience in general H&S management for work as defined in the scope
4. The construction manager shall be responsible to ensure that the following duties are executed and shall actively communicate with the client-agent in order to:
  - a. Confirm and provide proof of compliance; and
  - b. Discuss any compliant constraints which may be experienced.
5. The construction manager may be assisted by the safety officer and, where such an arrangement is planned, the H&S plan of the Principal Contractor shall clearly define the respective duties of the construction manager and of the safety officer.
6. The construction manager shall be appointed in writing and each of the tasks below shall be included in the signed letter of appointment.
7. The construction manager shall present the site-specific health and safety plan, based on this health and safety specifications to the client agent and shall discuss and amend the H&S plan until finally approved by the Agent
8. The construction manager shall ensure that the H&S plan is applied from the commencement of and for the duration of the construction work.
9. The construction manager shall ensure that the H&S plan is reviewed and updated as work progresses.
10. The construction manager shall open and keep the Site health and safety file and ensure that, at all times, this file is on site and available to an inspector, the client, the client's agent or a contractor.
11. The construction manager shall provide contractors and sub-contractors with this CHSS.

12. The construction manager with support of the safety officer shall only approve a H&S plan of a contractor and a sub-contractor if there is sufficient evidence that the contractor:
  - a. Has made sufficient provision for health and safety measures during the construction process
  - b. Has the necessary competencies to perform the construction work safely; and
  - c. Has made the necessary resources available to perform the construction work safely.
13. The construction manager shall ensure that all contractors appointed by the Principal Contractor have an approved H&S plan, prior to appointing the contractor and prior to allowing the contractor to start working on site.
14. The construction manager shall ensure that contractors have evidence of both registration and good standing in terms of COIDA and shall not permit any contractor to start work or to continue with work on site unless a valid Certificate of Good Standing is on site.
15. Additional to the requirements of the Construction Regulations, the Principal Contractors' construction manager shall ensure that all sub-contractors appointed by any of the contractors of the Principal Contractor comply with the construction regulations and, in particular, the construction manager shall:
  - a. Ensure that employees of these contractors are also inducted in the H&S induction program of the Principal Contractor;
  - b. Inform the Client Agent in writing (via e-mail) whenever a contractor or sub-contractor's H&S plan is approved.
16. The construction manager shall ensure that monthly site audits and document verification is conducted of all contractors and all sub- contractors on site.
17. The construction manager shall stop all construction work which is not in accordance with this CHSS or with the principal contractor's health and safety plan or which poses a threat to the health and safety of persons.
18. The construction manager shall ensure that, where changes are brought about to the design and construction on the site, sufficient health and safety information and appropriate resources are made available to any contractor to which the changes apply.

## **10. Construction Safety Officer**

1. The Principal Contractor shall appoint a competent Construction safety officer for the construction work.
2. The Construction Safety Officer shall be full time on the construction site and must be exclusively dedicated to this site and have at least three years working experience as a safety officer within the construction industry and particular the candidate must have experience working with electrical works.
3. The Principal Contractor shall define the duties of the appointed safety officer in the H&S file.
4. The safety officer shall have a valid registration with the South African Council for the Projects and Construction Management Professions.

5. Proof of competence and registration/proof of application & confirmation of the appointed construction safety officer must be included in the H&S file and file.
6. The authority and relationship of the safety officer with the construction manager must be documented in the H&S file.
7. The safety office should have access to resources such as mobile phone, laptop and printing machine to ensure all administrative requirements are implemented and adhered too.

## **11. Hazard Identification and Risk Assessment**

1. The Principal Contractor shall appoint a competent person to perform a site-specific baseline- and, thereafter, ongoing issue-based hazard identification and risk assessment. There may be more than one risk assessor appointed if this is required.
2. The competent risk assessor shall form part of the full-time construction team working on the construction site.
3. The risk assessment must be based on the scope of work, the site-specific materials required, and the site-specific machinery, equipment and structures applied during the construction on this project.
4. The client requires that an additional risk assessment is conducted and submitted to the Agent for verification when:
  - a. A new machine is introduced onto site
  - b. A system for work is changed or operations altered
  - c. After an incident or near miss has occurred
  - d. New knowledge comes to light and information is received which may influence the level of risk to employees on site.
5. All risk assessments shall be conducted in terms of an acceptable and documented methodology and control measure must comply to the hierarchy of controls prior to commencement of work and in accordance with the provisions of the CR.
  - a. The baseline risk assessment shall documented.
  - b. Issue-based risk assessment, risk monitoring and risk review shall be done at the hand of pre-task risk assessment communicated to all employers; a system of daily safe task instructions may be used. The risk assessment must include:
    - i. A daily tasks/activity list, step by step
    - ii. A daily documented listing of hazardous events
    - iii. A daily documented listing of H&S risk controls
    - iv. Proof of communication of the above to all employees: the client requires that the Principal Contractor shall ensure that all employees on site are conversant with the content of the all relevant risk assessments, the appropriate measures to either

eliminate or reduce the identified risks. The Principal Contractor shall outline to employees what role they are expected to play in the Risk Assessment and control measure process.

6. The principal contractor shall include a method for risk review ensuring that the all risks on site are adequately managed
7. All risk assessments must document all H&S controls. Should the Principal Contractor commence any work without a compliant risk assessment or should the risk assessment not reflect the activities being undertaken, the responsible contractor may be instructed to be immediately stop that specific activity, and the Principal Contractor will have no claim against the client in such a case for lost time or costs, irrespective of whether it can be demonstrated that the work was being safely undertaken.

## **12. Health & Safety Plan and File**

1. The Principal Contractor shall provide and maintain an H&S File, containing all relevant documents as prescribed in the OHSS, the Construction Regulations of 2014 and all forms or records referred to that has relevance to specific legislation.
2. The H&S File shall be kept on site and available for inspection by the client Agent or the Department of Labour's Inspectors.
3. The content of the file is included in this specification, but additional items may be added.
4. The H&S plan should include and project back ground/introduction section taking into consideration the following:
  - I. Project name
  - II. Client details, name of responsible person and the business address
  - III. Principal Agent/Designer details, name of responsible person and the business address if applicable
  - IV. H&S CHSA details, name of responsible person and the business address
  - V. Principal Contractor, name of responsible person (16.2 appointee) and business address
  - VI. Completion project scope
5. The H&S plan should include a detailed site-specific overview of the
  - Scope of works and activities of the project; this overview must include all work controlled by the Principal Contractor, whether directly or through the services of a contractors or sub-contractors.
  - An overview of the machinery and plant used in the project; this overview must include all machinery and plant directly or indirectly (through the services of a contractor or sub-contractor) controlled by the Principal Contractor.

### **H&S Plan Content & Numbering**

1. Index of the H&S Plan
2. Project scope of works

3. Scope & activities, machinery, plant, equipment, hazardous articles to be used
4. Health and Safety Resources and Budget
5. Construction manager: duty, responsibility, authority, document control and communication
6. Safety officer: duty, responsibility, authority, document control, communication
7. Principal Contractor H&S management processes
8. Management of the issue-based risk-, risk review- and risk monitoring
9. H&S Induction training and H&S competency management
10. General record keeping management
11. Contractor and Sub-contractor management
12. Site communication management
13. Fall protection plan and method statements for heights work
14. First aid, accident & incident and emergency management
15. Fire prevention and equipment management
16. Safety signage management
17. Access & on-site traffic and public H&S management
18. Excavation management
19. Electrical management
20. Hazardous chemical substances management
21. Construction plant and machinery management
22. Lifting Operations and Management
23. Occupational hygiene, occupational health and fitness for work management
24. PPE management
25. Safety Inspections and Inspection Register management
26. Internal Audit management
27. Waste management

#### H&S File Content & Numbering

1. Index of the H&S File
2. Principal Contractor's Policies applicable to the construction site: Occupational Health and Safety Policy
3. Project and OHS organogram with contact numbers
4. Principal Contractor Appointment
5. Mandatary Agreement between client and the principal contractor
6. Proof of Construction Work Permit
7. Letter of Good Standing
8. Contractors Baselines Risk Assessment
9. H&S Plan
10. Induction Plan
11. Emergency Plan
12. Fall Protection Plan
13. Issue Based Risk Assessments
14. Construction Manager, Supervisor and Safety Officer letters of the appointed competent persons and evidence of competency (registrations, qualifications and other proof of competency)
15. Updated Employee List
16. Medical Certificates of Fitness
17. Legal appointment letters

18. Training and Competency Matrix
19. Training records
  - a. Employees H&S Induction records
  - b. Visitors Induction records
  - c. Records of training and competency for method statements
20. Incident Register & Investigation reports & COIDA Accident and incident management procedure
21. H&S Inspection Registers, list should be provided in the H&S Plan
22. PPE Issue Register
23. Internal Audits
24. Letters of approval of contractors and sub-contractors H&S Plans
25. Letters appointment of contractors and sub-contractors
26. Principal contractor's contractor- and sub-contractor audits
27. DSTI's
28. Audits by Client Agent
29. Corrective / Preventive Action plans for client audits
30. All supporting evidence deriving from the H&S Plan

### **13. Close-Out and Consolidated H&S file**

1. The Principal contractor shall compile a consolidated H&S file with supporting evidence as requested and hand this to the Agent at the end of the construction for review and approval.
2. The consolidated H&S file shall be in electronic USB format.
3. The consolidated file shall include:
  - a. A copy of the Principal Contractor Contractual Appointment letter
  - b. The signed Principal Contractor Appointment with the Client
  - c. The signed 37.2 Agreement with the Client
  - d. Copy of the Construction Works Permit
  - e. A copy of the approved construction footprint drawing
  - f. The H&S file of the Principal Contractor, which, amongst the other, shall have dedicated chapters dealing with:
    - i. Project H&S plan Approvals Record
    - ii. Project H&S management plans, Fall Protection, Emergency plan, Storm water management, Traffic management
    - iii. Project Contractor Baseline Risk Assessments
    - iv. Designer inspections/assessments and confirmation of conformance
    - v. Incidents registers & IOD investigation record
    - vi. COIDA Claim incidents and supporting medical treatment record
    - vii. Total Man-hours and Disabling Injury Frequency Rate statistics
    - viii. Monthly H&S performance report
    - ix. Monthly H&S audit reports from the consultants
    - x. Minutes of the monthly Health and Safety Committee meetings
    - xi. Pre-employment, annual and exit medicals records

- xii. Record of project inductions
  - xiii. List of equipment and physical conditions inspections conducted, samples included in the close out folder.
  - xiv. List of DSTI's conducted, samples included in the close out folder.
  - xv. List of awareness talks conducted, samples included in the close out folder.
  - xvi. List of employees on the project with exit medicals
  - xvii. HIV Aid Program "what was done on the project in summary" with supporting evidence.
4. Handover of the consolidated H&S file must be done within two weeks of all personnel having been demobilized (i.e. when nil man-hours are recorded).

## 14. Induction and H&S awareness

1. Considering the construction works are performed within urban areas with members of the public present within the precinct, the Principal Contractor shall ensure the risk control measures for works are duly communicated with workers and community members via the appointed community liaison officer (CLO) to ensure risk mitigation measure are implemented.
2. Further to the project induction, the Principal Contractor shall develop a documented project-specific induction training plan that must be submitted for approval by the Agent, to ensure that all employees on site are conversant with:
  - The risks of the construction project
  - The controls documented in the H&S file
  - The role of employees in ensuring health and safety on the construction site
  - The emergency arrangements that are put in place by the Principal Contractor
  - The general health and safety rules applicable to the site, inclusive of an introduction to whom the Construction Manager, Supervisors and Safety Officer is on site.
3. The Principal Contractor shall ensure that all employees have gone through the induction training before commencing duties on site.
4. The contents of the induction programme and method of ensuring that all employees are inducted will be documented in the H&S file and the Principal Contractor is advised that a generic induction or a human-resource induction shall not be sufficient for the client to accept the H&S planning for the construction work.
5. When working on the site, each employee of any contractor and sub-contractor accessing the site, including management, shall complete the principal contractors' induction; the principal contractor shall ensure that none of his or his contractors' employees accesses the site unless having been inducted by the principal contractor. Each visitor to the site shall be inducted in the risks and risk controls which the visitor may be exposed to; the visitor's induction and method to ensure compliance shall be documented in the H&S file.

### H&S awareness

- b. The Principal Contractor shall conduct, on site, periodic toolbox talks, preferably weekly or before any hazardous work takes place. The talks shall cover the relevant activity and an attendance register must be kept and signed by all attendees.
- c. A record of who attended and the content of the topic will be kept on the site health and safety file as evidence of training.
  - i. Awareness training of management responsibility on site must be conducted with all management representatives including contractors and sub-contractors.



## **15. Incidents, Accidents, Near Misses and Emergencies**

1. All near misses, incidents and accidents must be recorded, investigated and managed in accordance with the statutory provisions.
2. Each H&S incident, near miss and accident must be recorded in a register kept in the H&S file; a template of the register shall be included in the H&S file.
3. Every accident shall be reported to the Agent; that is as soon as the construction manager and safety officer of the principal contractor becomes aware of it.
  - a. Such reporting must occur via direct contact (person-to-person, via telephone or email)
  - b. Incident Investigation process must be followed by competent role players and a preliminary investigation report must be submitted to the Agent within 24 hours for review and comment.
  - c. Final investigation must be finalized by the Principal Contractor and submitted to the Agent within 5 working days, unless requested otherwise.
4. A record of all incident investigations shall be kept in the health and safety file and all records shall be made available to the client without exception; this includes records relating to Section 24 of the OHSA.
5. Where a fatality or permanent disabling injury or any incident referred to in Section 24 occurs on the construction site, the Principal Contractor must ensure that the provincial director is provided with a report contemplated in section 24 of the Act, in accordance with regulations 8 and 9 of the General Administrative Regulations, 2013, and that the report includes the measures that the Principal Contractor intends to implement to ensure a safe construction site as far as is reasonably practicable.
6. The emergency arrangements shall be displayed on site and shall include:
  - a. A comprehensive emergency and evacuation plan
  - b. An emergency flow chart
  - c. An updated list of emergency telephone numbers
7. A first aider must be on site in a full-time capacity irrespective of the number of employees on site.

## **16. Hot Work, Fire Risks, Fire Extinguishers and Fire Fighting Equipment**

1. No open fires are allowed on site.
2. No smoking is allowed on site, except in designated smoke areas, identified by the Principal Contractor. The H&S Plan shall include the Principal Contractors' arrangements for managing smoking on site.
3. All flammable products must be stored in an adequate storage facility; this process shall be documented in a method statement in the H&S file.
4. The Principal Contractor shall provide suitable fire extinguishers, which shall be serviced regularly, in accordance with the manufacturer's recommendations.

5. Safety signage shall be prominently displayed in all areas where fire extinguishers are located. The Principal Contractor shall arrange for the training of the relevant personnel, in the use of fire extinguishers.
6. The fire extinguisher inspection registers and the letter of appointment of the competent inspector shall be included in the H&S file.
7. No hot work is permitted on site or in the builders' yard unless appropriate screens, fire prevention, fire extinguishing and a documented safe work permit system are all in place. If the principal contractor plans hot work, a method statement must be included in the H&S file for approval. Each person perform hot work shall be trained in the use of a fire extinguisher and this training shall be documented in the H&S file.

## **17. Live Energy Work and Electrical Reticulations and Machinery**

1. The Principal Contractor shall appoint a competent electrician who shall ensure zero potential of all electrical reticulations worked on and who shall ensure that dedicated power sources are safely removed during the construction.
2. The letters of appointment, proof of competency and registers applicable to these inspections shall be included in the H&S File.
3. All electrical cables shall be assumed "alive" and, where applicable, the Principal Contractor shall take adequate steps to ensure that employees and members of the public are prevented from accessing any electrical cables.
4. All existing electrical services must be assumed live at all times.
5. No live energy work shall be performed.
6. Contractors will ensure that all energy is isolated, that residual energy is purged, that energy sources are switched off and locked out by all employees working in the danger zone and are tagged, prior to any work being performed on the energy source or reticulation. The contractor shall include a zero Potential, Lock Out and Tag Out method statement and safe work instruction(s) in the H&S file.
7. Any unsafe condition shall be reported immediately to the client and the Principal Contractor shall take immediate steps to prevent employees or members of the public from gaining access to the dangerous installation and the area surrounding it.
8. The Principal Contractor shall appoint a competent person to inspect all portable electrical tools, including leads. The letter of appointment and template of this inspection register shall be included in the H&S file.
9. The Principal Contractor shall include a method statement for the safe use of portable electrical tools, including the management of the hazards of extension leads.
10. Where applicable, the contractor shall include any 'electrical dangerous work procedure' in the H&S file.

## **18. Scaffolding & Fall Protection**

1. The Principal Contractor shall submit the appointment letter and proof of competency of the competent persons appointed as:
  - a. Scaffold erectors
  - b. Competent person to inspect, maintain, move or dismantle scaffolds,
  - c. Competent person to supervise all scaffolding operations.
2. The H&S Plan must include the signed letters of appointment and the proof of competency.
3. The Principal Contractor shall ensure that all scaffolding complies with the requirements of the OHSA and Regulations and with the requirements of Temporary Works in this CHSS.
4. Scaffold erectors and inspectors must be formally trained and certified competent; such training must conform to the requirements of SANS 10085.
5. Scaffolds must be clearly tagged with safe access signage; scaffolds must be inspected daily prior to use and weekly by the scaffold inspector. All scaffolds on site must be individually identified and display a safe/not safe sign.
6. Inspections by the scaffold inspector must be documented on the scaffold tag and in a register; a template of the tag and of the register shall be included in the H&S file.
7. All scaffolds must be accessed with a ladder only. Ladders must be inside the scaffolds and hatches must close ladder-openings in decks.
8. All scaffold decks must be fully covered and barricaded so as to prevent persons working there from falling off.
9. Scaffold erectors must attach a fall prevention harness at all times; the double lanyards must be fitted with scaffold hooks only.
10. The H&S Plan shall include the safe work instruction applicable to all employees working on scaffolds and the method of ensuring competency.
11. Standard scaffolding designs, approved by a competent designer of the Principal Contractor may be included in the H&S file and all such scaffolds on site must conform to this standard.

### **Fall Protection and Fall Risk Work**

1. The construction work includes high-risk fall risk work.
2. The Principal Contractor shall submit the name and the curriculum vitae of the competent person who has been appointed to prepare a fall protection plan together with the signed letter of appointment, in the H&S file.
3. The fall protection plan shall strictly comply with the requirements of the OHS Act, SANS10085-1, and the planning shall be commensurate with the fall risk work.

4. The fall protection plan shall include all fall risk work which is planned to be performed by contractors or sub-contractors.
5. The Principal Contractor and any contractor shall ensure that:
  - a. All fall risk work is planned and forms part of the daily safe task instructions; note that :
    - i. Work from a ladder or work where ladders are used as access tool are potential exposures of employee to falling either from, off or into and such work is considered 'heights work'
    - ii. There is no minimum of maximum height defining fall risk
    - iii. Fall risk work done on an ad hoc basis or which forms part of abnormal or emergency processes shall be risk assessed and employees shall be instructed in the safe work process prior to work commencing
  - b. Only trained and competent persons with a valid medical certificate of fitness are permitted to perform fall risk work
  - c. All medical certificates of fitness for fall risk work are issued by a registered occupational medical practitioner and are included in the H&S file
  - d. All elevated areas are reached by means of a ladder, scaffold or man cage; and climbing on machinery, installations or make-shift means of access is not permitted
  - e. No person must be allowed to work under an area where there is a risk of falling tools or materials
  - f. As far as reasonably practical all openings through which persons can fall are closed off with material which can support the weight of a person; such material shall be permanently fixed over the opening
  - g. Where openings cannot be closed, a sturdy barricade of at least 1.5 m high, which adequately prevents persons from falling through the opening, shall be in place at all times
  - h. Man-lift machinery is not used for lifting of materials in position
6. A copy of the fall protection plan, the signed appointment letter and proof of competency must be included in the H&S file.
7. Where the use of any harnesses is indicated in the fall protection plan, the H&S Plan shall contain the following:
  - a. The need for the use of fall prevention- or fall arrest harnesses
  - b. The safe application, attachment and maintenance processes for harnesses
  - c. The type of harness and the type of hook to be used and the specific attachment points applicable to the fall risk work
  - d. The method of storing the harnesses when not in use
  - e. The method and register for the safety inspection of harnesses

- f. A fall recovery method statement.

## **19. Public Health and Safety**

1. The site shall at all times be monitored by the principal contractor to prevent the unauthorized access of persons to construction works areas.
2. Appropriate health and safety signage and information shall be displayed strategically along all main roads leading to the site camp and the construction works areas.
3. All members entering site must indicate in what capacity they are visiting site and a site register should be completed and on record by the principal contractor.
4. The Principal Contractor shall ensure that each person visiting the site shall be inducted to the site and such induction shall outline the hazards likely to arise from on-site activities and the precautions to be observed to avoid or minimise those risks.

## **20. Excavation**

1. The letters of appointment and proof of competency of the competent excavation supervisors and inspectors shall be placed in the H&S file.
2. A template of the inspection registers must be placed in the start-up H&S file.
3. The principal contractor shall take cognisance of the geotechnical study pertaining to the conditions of the construction site and must plan all excavation work in accordance with the recommendations of the professional engineer.
4. The principal contractor must ensure that every excavation, including all bracing and shoring, is inspected daily, prior to the commencement of each shift and that no person enters the excavation or works in a risk zone until the excavations is assessed and declared safe.
5. All excavations must be left open for the minimum of time required and those that are left open on the site must be protected by a barrier or a fence of at least one metre in height, as close to the excavation as is practicable. The protective barrier or fence must adequately prevent persons from falling into the excavation and barrier taping is not sufficient for this purpose.
6. Excavation shoring and bracing, if required, shall be designed by a designer appointed in writing, who shall inspect and approve the installed shoring and bracing.
7. Where persons work, inspect or test excavations, warning signs must be in place next to an excavation.

## **21. Waste Management**

1. The Principal Contractor shall appoint a person responsible for site-wide control & removal of scrap, waste and debris;
2. No hazardous waste, combustible materials and containers shall accumulate on the construction site;

3. The Principal Contractor shall document a waste management method statement in the H&S file. Such method statement shall include all liquid, gaseous or solid waste produced during the construction process.
4. Waste management must comply with the Environmental legislation.
5. All waste skips removed from site must be recorded and a proof of final deposit at a registered waste site (waste disposal certificate) must be on record in the H&S file.
6. Provision must be made to remove rubble from site.

## **22. Crane and lifting machine equipment operations**

The following shall apply to any crane used on site,

Each crane shall have (in the cab or operating area), the following legal documents on site at all times:

- a. The latest and up-to-date load certificate of the crane;
  - b. A record of the 6-monthly inspection of the crane by a registered inspector;
  - c. The crane operator(s) current crane license;
  - d. The crane operator(s) medical certificate of fitness, issued by an occupational medical practitioner;
  - e. The inspection register or certification of 3-monthly inspection of all lifting equipment used with the crane;
2. The H&S Plan shall include the method statement for safe use of the crane, including the method of communication, the protection of fall zones and the for the roof trusses and other equipment or material being lifted.
  3. The crane's load test certificates shall be included in the H&S file.
  4. All lifting equipment and gear used on site shall be identified, SWL-indicated and listed in a register contained in the H&S file.
  5. The requirements for cranes and lifting operations apply equally to delivery trucks and the principal contractor shall ensure that all deliveries requiring lifting or rigging comply with the legal requirements.
  6. The H&S plan shall include a specific method statement listing the planned lifts and the planned methods of attachment and rigging.
  7. Where material hoists are used on site, the principal contractor shall ensure compliance with Construction Regulation 19 and that competent persons are appointed in writing to ensure:
    - a. The correct design and engineering controls are applied on site;
    - b. The material hoist is correctly erected and commissioned and this is inspected and signed off on the applicable register by a competent person appointed in writing;
    - c. The material hoist is inspected and maintained by a competent person appointed in writing;
    - d. The material hoist's operation is documented in a safe work instruction and all users are trained and certified competent in its use.
    - e. The material hoist is inspected daily prior to use by a competent inspector.
  8. Where man-lift equipment is used, the principal contractor shall ensure compliance with Driven Machinery Regulation 18 and that competent persons are appointed in writing to ensure:
    - a. That all scissors lifts, cherry pickers, forklift with man-cages or any other lifting machine used to lift personnel are used only by a trained and competent operator in possession of a competency certificate issued by and accredited provider who holds a valid accreditation issued by an authorised body, in terms of the SAQA Act, and who is approved by the Chief Inspector, in terms of the Driven Machinery Regulation 18.

- b. That all lifting machines are load tested and inspected as required in Driven Machinery Regulation 18 and that the records thereof are either with the machine or in the principal contractor's H&S file.
- 9. The principal contractor shall ensure that deliveries using cranes comply with the above requirements and that all legal documents are kept in the cab of the delivery truck whilst on the Client's site.

## **23. Occupational Health**

1. The H&S file shall include:
  - a. All medical certificates of fitness for all employees working on the site, a list of all employees on site must be generated by the principal contractor and updated on a monthly basis. This list should include all sub-contractor as well.
2. The contractor should made provision for pre-employment, annual and exit medical examination.
3. The Principal Contractor and every contractor shall ensure that a person-job specification (PJS) is issued for each job title on the construction site. The PJS specification should be sent with each employee to the occupational medical practitioner in order for the medical testing and assessment to be relevant to the statutory requirements and the risk exposures.
4. All contractors shall use that occupational health examinations, medical surveillance and certificate of fitness are conducted for all employees working on the project.

## **24. Access, traffic management**

1. All employees working at the construction project should travel in a vehicles which have seats firmly secured and adequate for the number of employees to be carried;
2. No employee shall be transported together with goods or tools.
3. Each vehicle shall have a serviced portable fire extinguisher at all times.
4. The Principal Contractor shall ensure that all employees and visitors are aware and comply with the site's safe speed restriction, defined by the principal contractor at the hand of the risk assessment.
5. The principal contractor should assess the traffic flow and conditions before works commence in the various areas. Traffic management principals are to be implemented on site, the principal contractor should ensure temporary road signage and flags persons are assigned to control and direct the traffic.
6. A traffic management controls to be included in the H&S plan.

## **25. Special precautions**

1. The principal contractor shall ensure that each employee is made aware and signs an acknowledgment of understanding of the following health and safety hazards specific for work on site.
2. The principal contractor should develop a method statement for the removal of illegal electrical connection process and take into consideration all works areas and members of the public/community before works

commence and ensure clear communication between stakeholders regarding the isolation and lock out procedures to follow on site.

3. Annual Builders Shutdown Period:

- a. As this project will run through the builder's shutdown period, the Principal Contractor must submit a Shutdown Plan or Procedure that will illustrate who, how, when and what control measures will be implemented to ensure the construction footprint is rendered safe and risk free during the National Builders Shutdown period.
- b. This submission must be issued to the Agent who will submit it to the Principal Agent for final approval.

## **26. Hazardous- Chemical Substances**

1. With respect to hazardous chemical substances used, the contractor shall ensure that:
  - a. All MSDS are included in the H&S file
  - b. An HCS risk assessment is included in the H&S file
  - c. The safe use, storage, emergency procedures and safe disposal of hazardous substances are addressed in a method statement/s, included in the H&S file.
  - d. Proof of competency and signed letters of appointment of the person responsible for chemical handling, is included in the H&S file.

## **27. Personal Protective Equipment and Clothing**

1. The Principal Contractor shall ensure that every employee is issued with, and wears SABs-approved PPE, consisting of all PPE identified in the risk assessment.
2. All the contractors' employees shall wear full length overalls and shall wear identification with respect to the employer.
3. All employees performing construction work shall wear steel-capped safety boots and a hard hat.
4. Hard hats used by employees working with a fall risk shall have an adequate chin-strap.
5. Employees working in the vicinity of mobile plant or construction vehicles shall wear a reflective vest; reflective stripes on overall do not meet the required visibility and shall not suffice.
6. The use of respiratory protective equipment shall be defined in the site risk assessment and validated at the hand of hygiene measurements of airborne pollutants for the specific risk.
7. The H&S Plan shall contain an outline of the PPE to be used and the management of such PPE on site, including the issuing of PPE, overnight storage, and all disposal of PPE.



8. Failure to use protective equipment as per the site risk assessment shall require disciplinary intervention and this process shall be documented in the site induction.

## **28. Signage**

1. The Principal Contractor shall erect and maintain quality safety signage.
2. The signage shall include, but is not be limited to:
  - a. The construction work permit number displayed at the entrance
  - b. Access restrictions, Speed restrictions
  - c. A sign indicating that all visitors must report to the site office and must be accompanied by the principal contractor when accessing the site
  - d. The name and telephone number of the responsible person(s)
  - e. Emergency telephone number(s)
  - f. PPE to be worn at the particular site
  - g. Where falling objects may occur, relevant barricading and warning signs must be erected to safe guard fellow employee from being struck by.
  - h. No unauthorize areas, such as open space/ archaeologist investigation

## **29. Mobile Plant Operations**

1. All earth moving equipment shall be operated in accordance with good safety practice so as to protect the safety of the operator and other workers or persons in the area.
2. No person shall be permitted to ride on any construction vehicle or mobile plant is not appointed to do so.
3. Daily inspection registers are to be conducted and signed all by the responsible supervisor on a weekly basis.

## **30. Consolidated Close - Out Requirements**

1. Please be advised in terms of the Construction Regulation of 2014, the principal contractor is required to develop and submit a consolidated Health, Safety and Environmental management file at project completion.

2. The submission should be in electronic format and must be submitted to the Xaks Consulting as the appointed Pr. Construction Health and Safety Agent on the project that will evaluate the consolidated file before submitting to the client.

Summary of the Information verified during the close out audit process is as follow:

All the information listed below formed part of the project implementation.

- Project HSE specification
- Project Baseline risk assessment
- Contractual appointments (Client & Principal Contractor)
- Principal contractor legal employee appointment and Section 37.2 Agreement
- All H&S approvals has been conducted by Xaks Consulting
- HSE Policy
- All risk assessments, baseline and issue based by both principal contractors and sub-contractors.
- Project Method statements
- H&S management plan
- Fall Protection management plan and Rescue Plan
- Emergency plan
- All project legal appointments
- Induction records & medical fitness certificates
- H&S Audit and Inspection records by Pr. CHSA
- H&S communication and awareness records
- Incident history
- All applicable inspection records (mobile plant, excavations, fire and first aid records etc)

Handover of the consolidated H&S File can only commence once all personnel has been demobilized and nil man-hours are recorded. Electronic submission must be provided to the appointed Agent.

## ANNEXURE A

### Acknowledgement of the H&S Specification by Principal Contractor

Construction Health & Safety Specification

Issued in terms of the Occupational Health and Safety Act, 1993

Construction Regulations, 2014

I \_\_\_\_\_ representing Principal Contractor have satisfied myself with the content of this Construction Occupational Health and Safety Specification and shall ensure that the Principal Contractor, all contractors and sub-contractors and all employees on site comply with it.

\_\_\_\_\_  
Signature of Principal Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Agent

\_\_\_\_\_  
Date

This document must be signed and returned to the Pr. Construction Health and Safety Agent.

## ANNEXURE B

**Client Baseline Risk Assessment (find attached)**



**CLIENT**  
**BASELINE RISK ASSESSMENT**  
**FOR THE REMOVAL OF ILLEGAL**  
**ELECTRICAL CONNECTIONS IN THE**  
**GREATER GEORGE AREA**

16 October 2022.

### DOCUMENT CONTROL SHEET


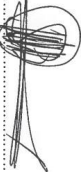

**PROJECT NAME** : Removal of illegal electrical connections in the greater George area.

**DOCUMENT TITLE** : Client baseline risk assessment for the removal of illegal electrical connections in the greater George area

**DOCUMENT NUMBER** : XAKS-BRA-WC-G-01

### **SIGNING OF THE ORIGINAL DOCUMENT**

We, the undersigned, accept this document as a stable work product to be placed under formal change control as described by the Procedure: CDC-OP-SPC-06-18 Procedure for Management of Controlled Documents.

ORIGINAL	Prepared by	Reviewed by	Approved by
	Name: X Redcliffe Signature: 	Name: L. Mzamo Signature: 	Name: L. Mzamo Signature: 
16-10-2022			



16 October 2022.

CLIENT: GEORGE MUNICIPALITY

DOCUMENT NAME: CLIENT BASELINE RISK ASSESSMENT

PROJECT NAME: REMOVAL OF ILLEGAL ELECTRICAL CONNECTION IN GREATER GEORGE AREA

HEALTH AND SAFETY AGENT: XAKS CONSULTING (Pty) Ltd

XAVIER REDCLIFFE

PROFESSIONAL CONSTRUCTION HEALTH AND SAFETY AGENT – Pr. CHSA/56/2017 (SACPCMP)

THIS DOCUMENT WAS PREPARED BY:

XAKS Consulting (Pty)Ltd  
MR. Xavier Redcliffe  
Pr. CHSA/56/2017 SACPCMP  
Contact: +27 785463529/ 067 8474367  
E-mail: [xavier.redcliffe@xaks.co.za](mailto:xavier.redcliffe@xaks.co.za)  
[www.xaks.co.za](http://www.xaks.co.za)

Content:

1. Introduction
2. Risk profile
3. Baseline Risk Assessment
4. Annexure of Acknowledgement



## CLIENT BASELINE RISK ASSESSMENT

### 1. Introduction:

The project entails the removal of illegal electrical connections in the greater George areas.

The successful contractor shall be responsible for the removal of illegal and unsafe connections, the infrastructure personnel will be responsible to isolate the supply from where the illegal connections are being supplied from. Once the isolated process to remove the illegal wires starts. These illegal connections are normally being connected from formal settlements to informal settlements, streetlights poles, overhead transformers, mini sub-stations, high mast poles, underground service cables, and overhead bundle conductors. Inspections for illegal and unsafe electrical connections including investigations of theft-related incidents.

### 2. Risk Profile

The risk profile is identifying the key areas of risk exposure that the client is highlighting to be considered by the respective contractors as part of the construction of the infrastructure:

- I. Public safety risks
- II. Community interaction and unrest
- III. Vehicle interaction on local and national roads
- IV. Traffic management risks
- V. Unsafe and illegal electrical connections
- VI. Electric shocks and electrocution
- VII. Exposure to known and unknown services
- VIII. Lack of isolation process
- IX. Lack of lockout tag out
- X. Unsafe electrical works and associated risks
- XI. Excavation risk exposer
- XII. Safe Clearance Distances for electrical lines
- XIII. Working at heights
- XIV. Exposure to works in restricted areas
- XV. Lifting and lowering operations
- XVI. Manual handling & related ergonomic stressors
- XVII. Grinding and cutting operations
- XVIII. Exposure to working in close proximity of local and national roads
- XIX. Transportation, to, from and on sites on restricted and uneven terrains;
- XX. Manual labour for physical tasks;
- XXI. Inclement weather conditions
- XXII. Dust, noise, vibration exposure
- XXIII. Heat

- XXIV. Fire
- XXV. Stacking and racking exposure
- XXVI. Waste exposure and handling

### 3. Baseline Risk Assessment:

The risks identified in this assessment relates to the client's duties, the principal contractor and all other contractors appointed on this project will be required to develop a details baseline risk assessment on the risk exposures experienced on site and relevant to the project scope of works.

No	Processes	Potential Hazards	Risk
1.	Lack of OHS planning and implementation	No pre-construction OHS or environmental management approvals conducted	Legal non-conformances and project delays resulting into cost implication
2.	Known/unknown services for water, electricity and sewer	Electrocution, sewer/ water leaks	Shock, burns, death,
3.	Poor management of social -economic risks	Exposure to crime on site	Injuries, damages and theft
4.	Access and transport on and to works areas	Unsafe Transportation, lack of adequate traffic control and road worthiness of vehicles.	Motor vehicle accident and fatalities. Personal injuries of non-construction workers due easy unauthorized access.
5.	Off-loading equipment, machinery, materials	Manual rigging and crane operations- rigging- movement of equipment	Falling and moving objects or machinery Ergonomic strain, crush, death
6.	Stacking & Storage	Moving storage or stacks (pipes, bricks)- picking off stacks	Falling objects or machinery- crush injuries
7.	Dust exposure	Construction activities generating dust	Respiratory irritation- silica induced illness, poor visibility on site
8.	Noise exposure	Construction activities generating noise	Noise induce hearing loss
9.	Whole Body and hand vibration	Mobile plant operations, using vibrating electrical or mechanical equipment	Whole body Vibration back and muscular strain

No	Processes	Potential Hazards	Risk
10.	Excavation works.	Working inside unsafe excavations, no barricading to prevent employees from falling into excavation, signage displayed – lack of warning indicator	Falling into excavation, deaths, serious injuries. Excavation collapse
11.	Waste management	Waste accumulation, risk of fire, pollution, unauthorized dumping	Construction rubble polluting, illegal dumping
12.	Plant repair and maintenance of plant and machinery	Mechanical risks: mobile parts, gravity energy, hydraulic or coil energy, nip points	Severe to fatal injuries
13.	Exposure to elements and environment	Sun, wind, temperature, emissions	Skin cancer, heat exhaustion, lung cancer
14.	Removal of wires works	Ergonomic hazards Collapse Wind risk during erection affecting the material handling & temporary work structures Fall risks, drop risks	Strains Serious injuries- multiple persons- death
15.	Mobile plant operations	Mobile plant and truck movement	Accidents
16.	Handling of heavy objects	Unsafe lifting articles and placement of equipment	Serious injuries and amputations
17.	Handling of heavy mechanical and electrical equipment	Unsafe lifting articles And placement of equipment	Serious injuries and amputations
18.	Working on slippery structures/surface	Slipping and falling	Serious injuries, deaths
19.	Poor management of social -economic risks	Exposure to crime on site	Injuries, damages and theft
20.	Deep Excavation	Working inside unsafe excavations, no barricading to prevent employees from falling into excavation, signage displayed – lack of warning indicator	Falling into excavation, deaths, serious injuries. Excavation collapse

No	Processes	Potential Hazards	Risk
21.	General construction work	Hand tools- small portable electrical tools- manual handling- sharp articles –electricity	Hand-, eye injuries, crush injuries, noise exposure, dust exposure –ergonomic strain –electrical shock - fire
22.	Exposure to elements and environment	Sun, wind, temperature, emissions	Excessive wind speeds, Skin cancer, heat exhaustion, lung cancer
23.	Public Health and Safety	construction material falling from heights, obstructing path and walkways, unsafe site conditions	Lacerations, fractures, skin, eye, respiratory impact, falls,
24.	Exposure to elements and environment	Sun, wind, temperature, emissions	Skin cancer, heat exhaustion, lung cancer
25.	Working at heights	Ergonomic hazards Collapse Wind risk affecting material handling of roof- and cladding sheets	Strains Serious injuries- multiple persons- fatality
26.	Electrical work	Unsafe electrical exposure	Electrocution, Fatality, damage to property due to fire
27.	Safe Clearances Distances of electrical overhead lines	Unsafe practice	Electrocutions
28.	Working in close proximity of live electrical equipment and overhead cables	Live energy	Severe injuries, electrocution
29.	Failure to use isolation and Lockout tag out processes	Live energy works	Deaths
30.	Use of ladder	Collapsing –fall -drop	Severe injury- fatality
31.	Hot works	Sparks, heat, fire and smoldering	Eye-, skin injury, arc eye, burns, fire
32.	Use of chemical substances	Cement-dust, diesel, Paint	HCS-specific illness
33.	Manual lifting and rigging.	Ergonomic stress Unsafe rigging equipment, unsafe rigging methodology	Back and other muscular injury or disease Crane collapse, falling equipment's, serious injuries and fatalities

No	Processes	Potential Hazards	Risk
34.	Plant repair and maintenance of plant and machinery	Mechanical risks: mobile parts, gravity energy, hydraulic or coil energy, nip points	Severe to fatal injuries
35.	Community unrest	Unforeseen unrest from community members	Property damage, project delays
36.	Waste management	Waste accumulation	Construction rubble polluting, illegal dumping, stealing, crime
37.	Crossing roads	Vehicle movements	Accidents/fatal

4. Annexure of Acknowledgement

<b>Acknowledgement:</b>	
I, _____	representing _____
Principal Contractor have satisfied myself with the content of the Baseline Risk Assessment (BRA) and shall ensure that the personnel and other people visiting site comply with all relevant obligations in respect thereof.	
Signature of Principal Contractor	_____
	Date _____
Signature of Agent	_____
	Date _____