

GEORGE MUNICIPALITY



CIDB DOCUMENT FOR TENDER NO: ENG/008/2024

TENDER FOR 11KV NETWORK EXTENSIONS FOR 2023/2024

ENQUIRIES: MZWANELE GATYENI YORK STREET GEORGE (044) 801 9200		ISSUED BY: THE CITY COUNCIL MUNICIPALITY OF GEORGE P O BOX 19 GEORGE, 6530	
SUMMARY FOR TENDER OPENING PURPOSES			
NAME OF BIDDER:			
CENTRAL SUPPLIER DATABASE NO.: MAAA			
TOTAL PRICE (INCLUDING VAT)		R	
PREFERENCES CLAIMED FOR:			
B-BBEE Status Level of Contributor:			
Preference Points Claimed:			
SPECIFIC GOALS CLAIMED FOR:			
Locality of Tenderer's Office			
Specific Goal Points Claimed:			
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			
TENDER CLOSING DATE: 22 MARCH 2024			

For official use.
Signatures of SCM Officials at Tender Opening
1.
2.

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:		Mark choice of correspondence with X
Postal Address:	..... ..... ..... ..... Postal Code:
E-mail Address:	.....
Telephone Number:	.....
Cellular Number:	.....
Facsimile Number:	.....

GEORGE MUNICIPALITY

TENDER No. ENG/008/2024

TENDER FOR 11kV NETWORK EXTENSIONS FOR 2023/2024

GENERAL TENDER INFORMATION

TENDER ADVERTISED	: 22 February 2024
ESTIMATED CIDB CONTRACTOR GRADING DESIGNATION	: 3EP
COMPULSORY SITE VISIT/CLARIFICATION MEETING	: Friday, 8 March 2024 at 11h00
VENUE FOR SITE VISIT/CLARIFICATION MEETING	: Luminance Room, Directorate Electro-Technical Services Brick Road, George Industria, George
CLOSING DATE	: 22 March 2024
CLOSING TIME	: 12H00
LOCATION OF TENDER BOX	: Tender Box at the George Municipality, on the First Floor, Directorate: Financial Services, Supply Chain Management Unit, Civic Centre, York Street, George.

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Part T1: Tendering Procedures

GEORGE MUNICIPALITY

DIRECTORATE: ELECTROTECHNICAL SERVICES

TENDER NUMBER: ENG/008/2024

TENDER FOR 11kV NETWORK EXTENSIONS FOR 2023/2024

Tender Notice and Invitation to Tender (T1.1)

Tenders are hereby invited for the 11kV network extensions for 2023/2024 mainly consisting of the installation only of approximately 3000m of 11kV underground cabling.

Completed tenders in a sealed envelope, clearly marked:

Tender No.: ENG008/2024 must be placed in the tender box at the George Municipality on the First Floor, Directorate: Financial Services, Supply Chain Management Unit, Civic Centre, York Street, George by no later than 12:00 on Friday, 22 March 2024. Tenders are not allowed to be placed in the tender box after 12:00. Tenders will be opened on the same day in the Committee Room at 12:05. Late or unmarked tenders will not be considered. No tenders per fax or e-mail will be accepted.

A compulsory clarification meeting will be held in the Luminance Room of the Directorate Electro-Technical Services, Brick Road, George Industria in George at 11:00 on Friday, 8 March 2024.

Non-attendance of the compulsory briefing session will automatically disqualify your tender.

Tender documents are available at a non-refundable deposit of R267.95 each from the Supply Chain Management Unit, First Floor, Civic Centre, York Street, George. Account Name: George Municipality, Account Type: Public Sector Cheque Account, Account Number: 62869623150, Branch Code: 210554, Swift Code: FIRNZAJJ, Reference: ENG008/2024: Name of the Company.

Tender documents are available on the George Municipality's website: www.george.gov.za, free of charge.

Only Tenderers that meet the following eligibility criteria may respond:

1. A minimum CIDB contractor grading designation of 3EP or higher. The Contractor's grading must, however, be in accordance with the total sum awarded to that particular Contractor.
2. Registered on the central suppliers database (CSD).
3. A Tenderer that has successfully completed at least one similar project as defined in the specification in the last seven (7) years and a contactable Referee in relation to the similar project.
4. A Tenderer must be registered as an Electrical Contractor with the Department of Labour which shall remain valid for the duration of the contract.

Tenderers who fail to comply with these conditions will be disqualified.

Tenders will be evaluated and adjudicated in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) Regulations 2022 and the George Municipality's Supply Chain Management Policy. The 80/20 preference point system will apply, where 80 points will be scored for price and 20 points for the specified goal, i.e. B-BBEE status and Locality.

For more information, contact Mr.Mzwanele Gatyeni at (044) 874 3917.

The Municipality reserves the right to withdraw any invitation to tender and/or to readvertise or to reject any tender or to accept a part of it. The Municipality is not bound to accept the lowest or any tender.

A TCS PIN for bidders' tax compliance information must be submitted with the tender document.

DR M GRATZ
MUNICIPAL MANAGER
GEORGE MUNICIPALITY
GEORGE
6530

T1.2Tender Data

The conditions of tender are those contained in the latest edition of SANS 10845-3, *Construction Procurement – Part 3: Standard conditions of tender*.

SANS 10845-3 makes several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the provisions of SANS 10845-3.

Each item of data given below is cross-referenced to the clause in SANS 10845-3 to which it mainly applies.

Clause number	Tender Data
3.1	The Employer is George Municipality .
3.2	<p>The Tender Documents issued by the Employer comprise the following documents:</p> <p>THE TENDER</p> <p>Part T1: Tendering procedures</p> <p>T1.1 - Tender notice and invitation to tender</p> <p>T1.2 - Tender data</p> <p>Part T2: Returnable documents</p> <p>T2.1 - List of returnable documents</p> <p>T2.2 - Returnable schedules</p> <p>THE CONTRACT</p> <p>Part C1: Agreements and Contract data</p> <p>C1.1 - Form of offer and acceptance</p> <p>C1.2 - Contract data</p> <p>C1.3 - Performance Bond</p> <p>C1.4 - Occupational Health and Safety Agreement</p> <p>Part C2: Pricing data</p> <p>C2.1 - Pricing assumptions</p> <p>C2.2 - Bill of Quantities</p> <p>Part C3: Scope of work</p> <p>C3.1 - Description of Works</p> <p>C3.2 - Engineering</p> <p>C3.3 - Procurement</p> <p>C3.4 - Construction</p> <p>C3.5 - Management</p> <p>C3.6 - Annexures</p> <p>Part C4: Site Information</p> <p>C4 ...- Site information</p>
4.1	<p>Only those tenderers who are registered with the CIDB, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations for a 3EP class of construction work are eligible to have their tenders evaluated.</p> <p>Joint Ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> every member of the joint venture is registered with the CIDB; the lead partner has a contractor grading designation in the 3EP or higher class of construction work; and <p>the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for 3EP or higher class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations.</p>

Clause number	Tender Data
4.7	<p>The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.</p> <p>Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.</p> <p>Tenders should be represented at the site visit/clarification meeting by a person who is suitably qualified and experienced to comprehend the implications of the work involved.</p>
4.12	No alternative tenders are permitted.
4.13.1	Parts of each tender offer communicated on paper shall be submitted as an original, plus one copy.
4.13.5 4.15	The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are provided on the Tender Notice and Invitation to Tender.
4.13.4	<p>The tenderer is required to submit with his tender:</p> <ol style="list-style-type: none"> 1) A Tax compliance status PIN issued by SARS for the Municipality or their Agent to verify the Tenderer's Tax matters. 2) An original current account in terms of water & electricity or rates & taxes obtainable from any Local Municipality or a Municipal Accounts Clearance Certificate 3) An original valid B-BBEE status level verification certificate or an ORIGINAL CERTIFIED copy in terms of the Construction Sector Charter on Black Economic Empowerment of sworn affidavit. 4) ORIGINAL CERTIFIED copies of Identity Documents (IDs) of all shareholders/ owner(s) / partners of bidding companies must submitted with the bid document. 5) Joint venture agreement where applicable. 7) Names of all management and supervisory staff who will be allocated on projects covered in this tender.
4.13.6	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
4.15	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
4.16	The tender offer validity period is 12 weeks .
4.20	No Performance Bond / Guarantee will be required on contract/s coming out of this tender.
5.1	The Employer will respond to requests for clarification received up 4 working days before the tender closing time.
5.2	The employer shall issue addenda until 3 working days before tender closing time.
5.4	Tenders will be opened immediately after the closing time for receipt of tenders as stated in the Tender Notice and Invitation to Tender.
5.11.5	The procedure for the evaluation of responsive tenders is Method 3 (Financial offer & Preferences)
5.13	<p>Tender offers will only be accepted if:</p> <ol style="list-style-type: none"> a) the tenderer is registered on the Central Supplier Database (CSD) for the South African government (see https://secure.csd.gov.za/) unless it is a foreign supplier with no local registered entity b) the tenderer is in good standing with SARS according to the Central Supplier Database; c) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation; d) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; e) the tenderer has not: <ol style="list-style-type: none"> i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect; f) the tenderer has completed the Compulsory Declaration and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process; g) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;

Clause number	Tender Data
	h) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.
5.17	The number of paper copies of the signed contract to be provided by the employer is ONE .
Additional Conditions of Tender	
6.1	<p>Tenderers will be considered non-responsive if, inter alia:</p> <ol style="list-style-type: none"> 1) The Tenderer does not comply with the required criteria as specified in 4.1 above; 2) The Tenderer failed to attend the compulsory clarification meeting; 3) The Tenderer failed to submit one Offer per tendering entity; 4) The Tenderer failed to submit additional information by the due date; 5) The Tenderer failed to complete or sign the Form of Offer bound into this tender document; 6) The tender is not completed in non-erasable ink; 7) The tender contained material qualifications or deviations that affected the scope, quality or performance of the works; significantly changed the parties' risks and responsibilities or affected the competitive position of other Tenderers if they were to be rectified.
6.2	<ol style="list-style-type: none"> 1) Bids will be evaluated according to George Municipality's Infrastructure Procurement & Delivery Management (IPDM) and Preferential Procurement Policies. 2) The lowest, the highest or any tender will not necessarily be accepted and the Council reserves the right to accept any tender wholly or partially or to withdraw the tender. 3) All copies of certificates submitted with the tender must be certified originals by a commissioner of Oaths. 4) Tenders which are late, incomplete, unsigned, completed in pencil, submitted by facsimile or electronically, will not be accepted; 5) Bidders with any municipal account outstanding for more than 30 days will be rejected. 6) All businesses and suppliers wishing to conduct business with the George Municipality must register on the Central Supplier Database (CSD) before any orders may be processed.

Part T2: Returnable Documents

T2.1 Returnable Schedules

The tenderer must complete the following returnable schedules in **black ink**

T2.2.1 Documentation to demonstrate eligibility to have tenders evaluated

- ☐ CIDB Register of Contractors' report.

Note: Failure to provide these documents will result in the tender not being evaluated

T2.2.2 Returnable Schedules required for tender evaluation purposes

- ☐ MBD 1 Tax Compliance Information
- ☐ MBD 4 Declaration of Interest
- ☐ MBD 6.1 Preference points claim form in terms of the Preferential Procurement Regulations 2022
- ☐ MBD 8 Declaration of bidder's past supply chain management practices
- ☐ MBD 9 Certificate of Independent Tender Determination
- ☐ MBD 15 Certificate for Payment of Municipal Services

T2.2.3 Returnable Schedules that will be used for tender evaluation purposes and be incorporated into contract

- ☐ Compulsory Enterprise Questionnaire
- ☐ Certificate of Authority for Signatory
- ☐ Certificate of Authority for Joint Ventures
- ☐ Proposed Amendments and Qualifications
- ☐ Record of Addenda to Tender Documents
- ☐ Schedule of Proposed Subcontractors
- ☐ Schedule of Plant and Equipment
- ☐ Schedule: Tenderer's Past Experience
- ☐ Schedule of Current Commitments
- ☐ Schedule: Key Staff Experience

T2.2.4 Other documents required for tender evaluation purposes and will be incorporated into the contract

- ☐ B-BBEE Verification Certificates issued by a verification agency accredited by the South African National Accreditation System (SANAS) in accordance with Section 7 of Statement 005, Gazette Number 34612 or, in the case of an Exempted Micro Enterprise or a Qualifying Small Enterprise, a sworn affidavit (general) on the form provided under MDB 6.1(A).
- ☐ Letter of Good Standing from Commissioner or a licensed insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act 1993 (Act No. 130 of 1993).
- ☐ Current Municipal Accounts or Clearance Certificates for the municipal services of the bidder, all owners, directors, members and managers of the enterprise. Alternatively, proof of a lease agreement for bidders with no municipal accounts will be accepted.
- ☐ ORIGINAL CERTIFIED copies of Identity Documents (IDs) of all shareholders/ owner(s) / partners of bidding companies must be submitted with the bid document.
- ☐ Joint venture agreement where applicable.

C1.1 Offer portion of Form of Offer and Acceptance

C1.2 Contract Data (Part 2)

C2.2 Bills of Quantities

T2.2.1 Documentation to demonstrate eligibility to have tender evaluated

CIDB Registration

Please attach above documentation to this page

T2.2.2 Returnable Schedules that will be used for tender evaluation purposes

TAX COMPLIANCE INFORMATION

PART A

Tax Compliance Status	TCS Pin:		or	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
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE / SWORN AFFIDAVIT (FORM EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
Are You The Accredited Representative In South Africa For The Goods / Services / Works Offered?	<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 .	
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 CUPPLIER 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:

MBD 4

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 ²)												
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*												YES / NO
3.8.1.	If yes, furnish particulars.												
3.9.	Have you been in the service of the state for the past twelve months?												YES / NO
3.9.1.	If so, furnish particulars.												
3.10.	Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?												YES / NO
3.10.1.	If so, state particulars.												
3.11.	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?												YES / NO
3.11.1.	If so, state particulars.												
3.12.	Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state?												YES / NO
3.12.1.	If so, state particulars.												
3.13.	Is any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?												YES / NO
3.13.1.	If so, furnish particulars.												
3.14.	Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?												YES / NO

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MBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- 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 To be completed by the organ of state

- a) The applicable preference point system for this tender is the **80/20** preference point system.

- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price
- (b) BBBEE; and
- (c) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80/90
BBBEE	10/5
SPECIFIC GOALS	10/5
Total points for Price and Specific Goals	100

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

- (d) “**tender for income-generating contracts**” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} \text{80/20} & \text{or} & \text{90/10} \\ P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) & \text{or} & P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) \end{array}$$

Where

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

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \text{80/20} & \text{or} & \text{90/10} \\ P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) & \text{or} & P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \end{array}$$

Where

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

4. POINTS AWARDED FOR BBBEE AND SPECIFIC GOALS

- 4.1.** In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.1.1 Points awarded for B-BBEE Level of contributor

In terms of the Specific Goals as per the George Municipality Preferential Procurement Policy, preference points must be awarded to a tenderer for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Level Contributor	Status of	Number of Points for Preference (80/20)	Number of Points for Preference (90/10)
1		10	5
2		9	4.5
3		7	3
4		6	2.5
5		4	2
6		3	1.5
7		2	1
8		1	0.5
Non-compliant contributor		0	0

Bidder MUST submit a valid BBBEE certificate, failure to attach no points will be awarded for BBBEE points.

4.1.2 Points awarded for Specific Goals

In terms of the Specific Goals as per the George Municipality Preferential Procurement Policy, preference points must be awarded to a Tenderer for Locality in accordance with the table below:

Locality of Tenderer's Office	Number of points (80/20 system)	Number of points (90/10 system)
Within the boundaries of George Municipality	10	5
Within the boundaries of Garden Route District Municipality	6	3
Within the boundaries of the Western Cape	4	2
Outside the boundaries of the Western Cape	2	1

Bidder's MUST submit proof of address (e. g. municipal account, rental/lease agreement, or affidavit) not older than three (3) months. Failure to attach proof will result in no points awarded for Specific Goals.

George Municipality will reserve the right to use any and all available information at its disposal, including conducting site visits and inspections to verify a bidder's claim of having a local office within the George Municipal area.

The principle of substance over legal form, as defined in the Standards of Generally Recognised Accounting Practice (GRAP), will be applied in such assessments. (This means that even though a bidder may present a rental agreement, the claim of having a local office will be assessed in its actual substance and not by only accepting the legal documentation.)

The purpose of the locality points is to promote local economic development within the George Municipal area and any bidder attempting to circumvent the substance of

this initiative through any means, including by means of fronting, will be reported to the National Treasury for blacklisting on the Central Supplier Database (CSD).

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

5. BID DECLARATION

Tenderers who claim points in respect of BBBEE must complete the following:

B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 4.1 AND 4.1.1

5.1. Contribution to BBBEE: =(maximum of 5 or 10 points)

(Points claimed in respect of paragraph 5.1 must be in accordance with the table reflected in paragraph 4.1.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

LOCALITY OF TENDERERS OFFICE CLAIMED IN TERMS OF PARAGRAPHS 4.1 AND 4.1.2

5.2. Contribution to Specific Goals: =(maximum of 5 or 10 points)
--

(Points claimed in respect of paragraph 5.2 must be in accordance with the table reflected in paragraph 4.1.2 and must be substantiated by relevant proof of address of a company office.)

DECLARATION WITH REGARD TO COMPANY/FIRM

5.3. Name of company/firm.....

5.4. Company registration number:

5.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

5.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I 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 5.1 and 5.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering 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 tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

MBD 6.1(A)

B-BBEE EXEMPTED AFFIDAVIT FOR EXEMPTED MICRO ENTERPRISES (ISSUED IN TERMS OF THE AMENDED CONSTRUCTION SECTOR CODE)

(Gazette Vol. 630 No. 41287)

Issued in terms of paragraph 3.6.2.4.1 (B)

I, the undersigned,

Full names and surname	
Identity number	

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 authorized to act on its behalf:

Enterprise Name:			
Trading Name (If Applicable):			
Registration Number:			
Physical Address:			
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):			
Nature of Construction Business: <i>Indicate the applicable category with a tick.</i>	BEP (Built Environment Professional)	Contractor	Supplier
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds, and Indians – who are citizens of the Republic of South Africa by birth or descent; or who became citizens of the Republic of South Africa by naturalization before 27 April 1994; or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"		
Definition of "Black Designated Groups"	"Black Designated Groups" means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"		

- 3) I hereby declare under Oath that as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____ % Black Owned
 - The Enterprise is _____ % Black Female Owned
 - The Enterprise is _____ % Owned by Black Designated Group (provide Black Designated Group Breakdown below as per the definition in the table above)
 - Black Youth % _____ %
 - Black Disabled % _____ %
 - Black Unemployed % _____ %
 - Black People living in Rural areas % _____ %

☐ Black Military Veterans % _____%

Construction Sector Affidavit

1. Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was less than the applicable amount confirmed **by ticking the applicable box below.**

BEP	R1.8 million	
Contractor	R3.0 million	
Supplier	R3.0 million	

If the turnover exceeds the applicable amount in the table above then this affidavit is no longer applicable and an EME certificate must be obtained from a rating agency accredited by SANAS or when applicable a B-BBEE Verification Professional Regulator appointed by the Minister of Trade and Industry.

2. Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box below.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	Level Two (125% B-BBEE procurement recognition level)	
At least 30% Black Owned	Level Four (100% B-BBEE procurement recognition level)	
Less than 30% Black Owned	Level Five (80% B-BBEE procurement recognition level)	

3. 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.
4. 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

MBD 8

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:		
3.1.	abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;		
3.2.	been convicted for fraud or corruption during the past five years;		
3.3.	wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or		
3.4.	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.		
4.1.	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).	Yes / No	
4.2.	If so, furnish particulars:		
4.3.	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes / No	
4.4.	If so, furnish particulars:		
4.5.	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes / No	
4.6.	If so, furnish particulars:		
4.7.	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 / No	
4.8.	If so, furnish particulars:		
4.9.	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes / No	
4.10.	If so, furnish particulars:		

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES			
5.	CERTIFICATION		
I, CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT. I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.			
NAME OF ENTERPRISE			
CAPACITY		DATE	
NAME (PRINT)		SIGNATURE	
WITNESS 1		WITNESS 2	

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION	
1.	This Municipal Bidding Document (MDB) must form part of all bids invited.
2.	Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). ² Collusive bidding is a <i>per se</i> 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: <ol style="list-style-type: none"> take all reasonable steps to prevent such abuse; 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 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 Municipal Bidding Document 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 following Certificate of Bid Determination must be completed and submitted with the bid:
CERTIFICATE OF INDEPENDENT BID DETERMINATION	
I, the undersigned, in submitting the accompanying bid:	
Bid Number:	
Description:	
in response to the invitation for the bid ISSUED by the George Municipality , do hereby make the following statements that I certify to be true and complete in every respect:	
certify, on behalf of (Name of Bidder):	
<p>That:</p> <ol style="list-style-type: none"> I have read and I understand the contents of this Certificate; I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect; I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder; 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; 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: <ol style="list-style-type: none"> has been requested to submit a bid in response to this bid invitation; could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and provides the same goods and services as the bidder and/or is in the same line of business as the bidder The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding: <ol style="list-style-type: none"> prices; geographical area where product or service will be rendered (market allocation) methods, factors or formulas used to calculate prices; the intention or decision to submit or not to submit, a bid; the submission of a bid which does not meet the specifications and conditions of the bid; or bidding with the intention not to win the bid. 	

7. 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.
8. 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.
9. 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.

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

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

NAME (PRINT)		SIGNATURE	
CAPACITY		DATE	

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

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

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

MBD 15

CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES			
(To be signed in the presence of a Commissioner of Oaths)			
I, the undersigned, in submitting the accompanying bid, declare that I am duly authorised to act on behalf of:		(name of the enterprise)	
I hereby acknowledges that the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors/members/partners to the George Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.			
To the best of my personal knowledge, neither the firm nor any director/member/partner of said firm is in arrears on any of its municipal accounts with any municipality in the Republic of South Africa, for a period longer than 3 (three) months.			
If the value of the transaction is expected to exceed R10 million (VAT included) I certify that the bidder has no undisputed commitments for municipal services towards any Municipality in respect of which payment is overdue for more than 30 days;			
PHYSICAL BUSINESS ADDRESS(ES) OF THE TENDERER		MUNICIPAL ACCOUNT NUMBER	
FURTHER DETAILS OF THE BIDDER'S Director / Shareholder / Partners, etc.:			
Director / Shareholder / partner	Identity Number	Physical residential address of the Director / shareholder / partner	Municipal Account number(s)
NB: Please attach certified copy(ies) of ID document(s)			
NB: Please attach copy(ies) of Municipal Accounts			
Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)			

Therefore hereby agrees and authorises the George Municipality to deduct the full amount outstanding by the Tenderer or any of its directors/members/partners from any payment due to the tenderer; and			
I further hereby certify that the information set out in this schedule and/or attachment(s) hereto is true and correct. The Tenderer acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or in the event that the tenderer is successful, the cancellation of the contract.			
NAME (PRINT)		SIGNATURE	
CAPACITY		DATE	
NAME OF ENTERPRISE			

<p align="center">COMMISSIONER OF OATHS</p> <p>Signed and sworn to before me at _____, on this _____ day of _____ 20____</p> <p>by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.</p> <p>COMMISSIONER OF OATHS:-</p> <p>Position: _____</p> <p>Address: _____</p> <p>Tel: _____</p>	<p>Apply official stamp of authority on this page:</p>
---	---

Version 3.0

T2.2.3 Returnable Schedules that will be used for tender evaluation purposes and will be incorporated into the contract

Compulsory Declaration

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

Section 1: Enterprise Details

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

Section 2: Particulars of companies and close corporations

Company / Close Corporation registration number	
---	--

Section 3: SARS Information

Tax reference number	
VAT registration number: <i>State Not Registered if not registered for VAT</i>	

Section 4: CIDB registration number

CIDB Registration number <i>(if applicable)</i>	
---	--

Section 5: National Treasury Central Supplier Database

CSD Master registration number <i>Attach CSD registration report</i>	
---	--

Section 6: Particulars of principals

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

Full name of principal	Identity number	Personal tax reference number

Attach separate page if necessary

Section 7: Record in the service of the state

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

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

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

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

*insert separate page if necessary

Section 8: Record of family member in the service of the state

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

Indicate by marking the relevant boxes with a cross, if any family member of a principal as defined in section 5 is currently or has been within the last 12 months been in the service of any of the following:

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

Name of family member	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

Section 9: Record of termination of previous contracts with an organ of state

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

☐ Yes ☐ No (Tick appropriate box)

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

Section 10: Declaration

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

- i) neither the name of the tendering entity or any of its principals appears on:
 - a) the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No. 12 of 2004)
 - b) National Treasury's Database of Restricted Suppliers (see www.treasury.gov.za)
- ii) neither the tendering entity or any of its principals has within the last five years been convicted of fraud or corruption by a court of law (including a court outside of the Republic of South Africa);
- iii) any principal who is presently employed by the state has the necessary permission to undertake remunerative work outside such employment (attach permission to this declaration);
- iv) the tendering entity is not associated, linked or involved with any other tendering entities submitting tender offers
- v) has not engaged in any prohibited restrictive horizontal practices including consultation, communication, agreement, or arrangement with any competing or potential tendering entity regarding prices, geographical areas in which goods and services will be rendered, approaches to determining prices or pricing parameters, intentions to submit a tender or not, the content of the submission (specification, timing, conditions of contract etc) or intention to not win a tender;
- vi) has no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- vii) neither the tenderer or any of its principals owes municipal rates and taxes or municipal service charges to any municipality or a municipal entity and are not in arrears for more than 3 months;
- viii) SARS may, on an on-going basis during the term of the contract, disclose the tenderer's tax compliance status to the Employer and when called upon to do so, obtain the written consent of any subcontractors who are subcontracted to execute a portion of the contract that is entered into in excess of the threshold prescribed by the National Treasury, for SARS to do likewise.

Signed.....

Date.....

Name.....

Position.....

Enterprise Name.....

NOTE 1:

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

NOTE 2:

Section 30(1) of the Public Service Act, 1994, prohibits an employee (person who is employed in posts on the establishment of departments) from performing or engaging remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department. When in operation, Section 8(2) of the Public Administration Management Act, 2014, will prohibit an employee of the public administration (i.e. organs of state and all national departments, national government components listed in Part A of Schedule 3 to the Public Service Act, provincial departments including the office of the premier listed in Schedule 1 of the Public Service Act and provincial departments listed in schedule 2 of the Public Service Act, and provincial government components listed in Part B of schedule 3 of the Public Service Act) or persons contracted to executive authorities in accordance with the provisions of section 12A of the Public Service Act of 1994 or persons performing similar functions in organs of state from conducting business with the State or to be a director of a public or private company conducting business with the State. The offence for doing so is

a fine or imprisonment for a period not exceeding 5 years or both. It is also a serious misconduct which may result in the termination of employment by the employer.

NOTE 3:

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

NOTE 4:

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

NOTE 5:

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

NOTE 6:

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

Certificate of Authority for Signatory

Signatories of Companies must establish their authority by attaching a copy of the relevant Resolution of the Board of Directors, duly signed and dated, to this form. **An example is shown below.**

"By Resolution of the Board of Directors at a meeting on20

Mr. has been duly authorised to sign all documents in connection with Tender No. T/NG/??/2023 on behalf of (Block capitals)

SIGNED ON BEHALF OF COMPANY

IN HIS CAPACITY AS....."

Certificate of Authority for Joint Ventures

This Returnable Schedule is to be completed by joint ventures.

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

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature..... Name..... Designation.....
CIDB registration no		
		Signature..... Name..... Designation.....
CIDB registration no		
		Signature..... Name..... Designation.....
CIDB registration no		
		Signature..... Name..... Designation.....
CIDB registration no		

Proposed Amendments and Qualifications

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

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

If no deviations or modifications are desired, the schedule hereunder is to be marked NIL and signed by the Tenderer.

Page	Clause or item	Proposal

Number of sheets appended by the tenderer to this Schedule (if nil, enter NIL)

Signed.....

Date.....

Name.....

Position.....

Enterprise Name.....

Record of Addenda to Tender Documents

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

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

Number of sheets appended by the tenderer to this Schedule (if nil, enter NIL).

Signed.....

Date.....

Name.....

Position.....

Enterprise Name.....

Proposed Subcontractors

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

	Name and address of proposed Subcontractor	B-BBEE /EME Status	Nature and extent of work	Previous experience with Subcontractor
1.				
2.				
3.				
4.				
5.				

Number of sheets appended by the tenderer to this Schedule (if nil, enter NIL)

Signed.....

Date.....

Name.....

Position.....

Enterprise Name.....

Plant and Equipment

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

Tenderers to ensure that all the plant and equipment that will be necessary for the project is provided. Supportive information such as licensing documentation, calibration certificates, manufacturer name, type and serial number and photos where appropriate to be provided or the Tender may be considered non-responsive.

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

Number of sheets appended by the tenderer to this Schedule (if nil, enter NIL)

Signed.....

Date.....

Name.....

Position.....

Enterprise Name.....

Past Experience

The following is a statement of projects successfully completed by our company over the past 7 years.

This schedule will be used to conduct a risk assessment of the Tenderers capacity to undertake the project. All information must be completed in full or the Tender may be considered non-responsive. Please attach a schedule with the same information to this page if the space is not sufficient:

Tender No.			
Description:			
Scope of Work:			
Value of Work:		Completion Date:	
Employer:			
Contact Person:		Tel/Mobile No.	
Email			
Tender No.			
Description:			
Scope of Work:			
Value of Work:		Completion Date:	
Employer:			
Contact Person:		Tel/Mobile No.	
Email			
Tender No.			
Description:			
Scope of Work:			
Value of Work:		Completion Date:	
Employer:			
Contact Person:		Tel/Mobile No.	
Email			

A copy of the practical completion or completion certificate must be attached for each project provided as reference for Past Experience.

Number of sheets appended by the tenderer to this Schedule (if nil, enter NIL)

Signed..... Date.....

Name..... Position.....

Tenderer.....

Current Commitments

The following is a statement of ALL current commitments for which the Tenderer have been appointed and are currently engaged with for the next 12 months.

This schedule will be used to conduct a risk assessment of the Tenderers capacity to undertake the project and all information must be completed in full or the Tender may be considered non-responsive. Please attach a schedule with the same information to this page if the space is not sufficient:

Tender No.			
Description:			
Scope of Work:			
Value of Work:		Completion Date:	
Employer:			
Contact Person:		Tel/Mobile No.	
Email			
Tender No.			
Description:			
Scope of Work:			
Value of Work:		Completion Date:	
Employer:			
Contact Person:		Tel/Mobile No.	
Email			
Tender No.			
Description:			
Scope of Work:			
Value of Work:		Completion Date:	
Employer:			
Contact Person:		Tel/Mobile No.	
Email			

Number of sheets appended by the tenderer to this Schedule (if nil, enter NIL)

Signed..... Date.....

Name..... Position.....

Enterprise Name.....

Key Staff Experience

Key Staff experience will be evaluated on them having done contracts of similar scope or value in the key positions proposed. The information shall be supplied separately and attached to this schedule in the tabulated format given as examples below, for each key person. A CV of the site supervisor / construction manager / site agent and 11kV cable jointer/terminator of not more than 2 pages should also be attached to this schedule. In the case of an association / joint venture / consortium, it should be indicated how the duties and responsibilities are to be shared.

SITE SUPERVISOR / CONSTRUCTION MANAGER / SITE AGENT	NAME:			
	Contract & client	Nature of work	Position held	Value of work	Year completed
.....

11 kV CABLE JOINTER / TERMINATOR		NAME:		
Contract & client	Nature of work	Position held	Value of work	Year completed

HEALTH & SAFETY OFFICER	NAME:			
Contract & client	Nature of work	Position held	Value of work	Year completed

ENVIRONMENTAL OFFICER	NAME:			
Contract & client	Nature of work	Position held	Value of work	Year completed

Number of sheets appended by the tenderer to this Schedule (if nil, enter NIL)

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

Signed..... Date.....

Name..... Position.....

Tenderer.....

T2.2.4 Other Documents Required for Tender Evaluation Purposes

B-BBEE Verification Certificate

or

Sworn Affidavit

Please attach above documentation to this page

Current Municipal Accounts / Clearance Certificates for Municipal Services of the Bidder

Please attach above documentation to this page

**Original Certified copies of Identity Documents of all Shareholders/
Owner(s) / Partners of Bidding Companies**

Please attach above documentation to this page

Joint Venture Agreement (where applicable)

Please attach above documentation to this page

Part C1: Agreements and Contract Data

C1.1 Forms of Offer and Acceptance

Offer

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

11kV NETWORK EXTENSIONS FOR 2023/2024

The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS: (in words)

Rand.....

.....

R.....(in figures)

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the Contractor in the conditions of contract identified in the Contract Data.

For the Tenderer

Signature(s)

Name(s)

Capacity

Name and address of
organisation):

.....

Signature and name
of witness

Date

.....

Acceptance

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's Offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract, are contained in:

Part C1	Agreements and Contract Data, (which includes this Agreement)
Part C2	Pricing Data
Part C3	Scope of Work
Part C4	Site Information

and drawings and documents (or parts thereof), which may be incorporated by reference into Parts 1 to 4 above.

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

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

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five 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.

For the Employer

Signature(s)

Name(s)

Capacity

Name and address of
organisation): **GEORGE MUNICIPALITY**
PO BOX 19
71 YORK STREET
GEORGE
6530

Signature and name
of witness

Date

.....

Schedule of Deviations

Notes:

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

1

Subject

Details

.....

.....

2

Subject

Details

.....

.....

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

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

For the Tenderer

For the Employer

.....	Signature	.....
.....	Name	.....
.....	Capacity	.....
Name and address of organisation		Name and address of organisation
.....		GEORGE MUNICIPALITY
.....		PO BOX 19
.....		71 YORK STREET
.....		GEORGE
.....		6530
.....	Witness signature	.....
.....	Witness name	.....
.....	Date	.....

Confirmation of Receipt

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

the(day)

of(month)

20 (year)

at(place)

For the Contractor

.....
Signature

.....
Name

.....
Capacity

Signature and the name of witness

.....
Signature

.....
Name

C1.2 Contract Data

Part 1: Data provided by the Employer

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

CONTRACT SPECIFIC DATA

The following contract specific data, referring to the General Conditions of Contract for Construction Works, Third Edition (2015), are applicable to this Contract:

Clause	Data
1.1.1.13:	The Defects Liability Period is 12 months.
1.1.1.14:	The time for achieving Practical Completion is, inclusive of the 14 day period referred to in Clause 5.3.2 below, and inclusive of non-working days referred to in Clause 5.8.1 below, but exclusive of special non-working days (Clause 5.8.1), to be working weeks (offered by the Tenderer) .
1.1.1.15:	The name of the Employer is: GEORGE MUNICIPALITY represented by the MUNICIPAL MANAGER and/or such other person or persons duly authorised thereto by the Employer in writing.
1.1.1.16:	The name of the Employer's Agent is: ELECTRO-TEHCNICAL SERVICES DEPARTMENT or their successors duly appointed by the Employer
1.1.1.20:	The acceptance of the "Form of Offer" from the recommended tenderer may be subject to an agreed reduction in work items to suit the Employers budget.
1.1.1.26:	The Pricing Strategy is a Re-measurement Contract .
1.2.1.2:	<p>The address of the Employer is:</p> <p>Address (physical): Municipal Manager, 71 York Street GEORGE 6530</p> <p>Address (postal): PO BOX 19 GEORGE 6530</p> <p>Telephone: 044 801 9111</p> <p>e-mail: dgreeff@george.gov.za</p>
1.2.1.2:	<p>The address of the Employer's Agent is:</p> <p>Physical address: Brick Street George 6530</p> <p>Postal address: P O Box 19 George 6530</p> <p>E-mail address: mgatyeeni@george.gov.za.</p>
3.2.3:	<p>The Employer's Agent shall obtain the specific approval of the Employer before executing any of his functions or duties according to the following Clauses of the General Conditions of Contract:</p> <ol style="list-style-type: none"> 1. Clause 3.3.1 Nomination of Employer's Agent's Representative 2. Clause 3.3.4 Employer's Agent's authority to delegate 3. Clause 5.8.1 Non-working times 4. Clause 5.11.2 Suspension of the Works 5. Clause 5.12.4 Acceleration instead of extension of time 6. Clause 6.3.2 Orders for variations to be in writing 7. Clause 10.1.5 Contractor's claim
5.3.1:	<p>The documentation required before commencement with Works execution is:</p> <ol style="list-style-type: none"> (1) Health and Safety Plan (Refer to Clause 4.3) (2) Initial programme (Refer to Clause 5.6) including cash flow (3) Security (Refer to Clause 6.2) (where applicable) (4) Insurance (Refer to Clause 8.6) (5) Occupational Health and Safety Agreement (C1.4 of the Contract Document) (6) Letter of Good Standing from the Compensation Commissioner (if not insured with a Licensed Compensation Insurer)

Clause	Data
	(7) Traffic Management Plan
5.3.2:	The time to submit the documentation required before commencement with Works execution is 14 days .
5.4.2:	The access and possession of the site shall not be exclusive to the Contractor but as set out in the Site Information.
5.8.1:	The non-working days are Sundays . The special non-working days are: (1) All gazetted public holidays falling outside the year end break. (2) The year end break as determined by the South African Federation of Civil Engineering Contractors.
5.12.2.2:	A delay caused by inclement weather conditions will be regarded as a delay only if, in the opinion of the Employer's Agent, all progress on an item or items of work on the critical path of the working programme of the contractor has been brought to a halt. Delays on working days only (based on a five-day working week) will be taken into account for the extension of time, but the Contractor shall make provision in his programme of work for an expected delay of "n" working days caused by normal rainy weather, for which he will not receive any extension of time, where "n" equals 2 days per month . Extension of time during working days will be granted to the degree to which actual delays, as defined above, exceed the number of "n" working days. It shall be further noted that where the critical path is not affected, no extension of time for <u>abnormal</u> climatic conditions or for any other reason will be entertained.
5.13.1:	The penalty for failing to complete the Works is R 1000 per calendar day.
5.14.1	The requirements for achieving Practical Completion are: 1. All the necessary tests are completed, and test certificates are handed to Employer's Agent. 2. The parts of the installation that are in close proximity to live open terminals are completed and labelled correctly. 3. The installation is safe.
5.16.3:	The latent defects period is 10 years
6.5.1.2.3:	The percentage allowance to cover overhead charges shall be as offered under Pricing Data .
6.10.1.5:	The percentage advance on materials not yet built into the Permanent Works is 0% . The percentage advance on Plant not yet supplied to Site is 0% .
6.10.3:	The limit on retention is 5% of the contract amount. A guarantee in lieu of retention is not permitted.
8.6.1.1.2:	The value of Plant and materials supplied by the Employer to be included in the insurance sum is R4 million.
8.6.1.1.3:	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is NIL .
8.6.1.2:	A Coupon Policy for Special Risks Insurance issued by the South African Special Risks Insurance Association is required .
8.6.1.3:	The limit of indemnity for liability insurance is R10 000 000.00 for any single claim – the number of claims to be unlimited during the construction and defects liability periods.
8.6.1.4	The Contractor shall effect and maintain ground support insurance as set out in the Scope of Works.
10.3.2	Amicable settlement in terms of Clause 10.4 shall be contemplated for all disputes prior to referring any dispute to adjudication or arbitration.
10.7.1	The determination of disputes which are unresolved in terms of Clause 10.4.2 shall be by arbitration.

Part 2: Data provided by the Contractor

Clause	Data												
1.1.1.9:	The name of the Contractor is												
1.2.1.2:	<p>The address of the Contractor is</p> <p>Address (physical)</p> <p>.....</p> <p>.....</p> <p>Address (postal)</p> <p>.....</p> <p>.....</p> <p>Telephone :</p> <p>email :</p>												
6.2.1:	<p>The security to be provided by the Contractor shall be a retention of 10% upto a maximum retention as stated in Contract Data. The following standard types of security are not applicable in this case:</p> <table border="1"> <thead> <tr> <th>Type of security</th><th>Contractor's choice. Indicate "Yes" or "No"</th></tr> </thead> <tbody> <tr> <td>Cash deposit of 10% of the Contract Sum (excluding VAT) plus retention of 5% of the value of the Works.</td><td>N/A</td></tr> <tr> <td>Performance guarantee of 10% of the Contract Sum (excluding VAT) plus retention of 5% of the value of the Works.</td><td>N/A</td></tr> <tr> <td>Cash deposit of 5% of the Contract Sum (excluding VAT) plus Retention of 10% of the value of the Works</td><td>N/A</td></tr> <tr> <td>Performance guarantee of 5% of the Contract Sum (excluding VAT) plus Retention of 10% of the value of the Works</td><td>N/A</td></tr> </tbody> </table> <p>The performance guarantee shall, where applicable, contain the exact wording of the document included in C1.3.</p>	Type of security	Contractor's choice. Indicate "Yes" or "No"	Cash deposit of 10% of the Contract Sum (excluding VAT) plus retention of 5% of the value of the Works.	N/A	Performance guarantee of 10% of the Contract Sum (excluding VAT) plus retention of 5% of the value of the Works.	N/A	Cash deposit of 5% of the Contract Sum (excluding VAT) plus Retention of 10% of the value of the Works	N/A	Performance guarantee of 5% of the Contract Sum (excluding VAT) plus Retention of 10% of the value of the Works	N/A		
Type of security	Contractor's choice. Indicate "Yes" or "No"												
Cash deposit of 10% of the Contract Sum (excluding VAT) plus retention of 5% of the value of the Works.	N/A												
Performance guarantee of 10% of the Contract Sum (excluding VAT) plus retention of 5% of the value of the Works.	N/A												
Cash deposit of 5% of the Contract Sum (excluding VAT) plus Retention of 10% of the value of the Works	N/A												
Performance guarantee of 5% of the Contract Sum (excluding VAT) plus Retention of 10% of the value of the Works	N/A												
6.8.3:	<p>The variations in cost of special materials is:</p> <table border="1"> <thead> <tr> <th>Type of special material</th><th>Unit</th><th>Rate or price</th></tr> </thead> <tbody> <tr> <td> </td><td> </td><td> </td></tr> <tr> <td> </td><td> </td><td> </td></tr> <tr> <td> </td><td> </td><td> </td></tr> </tbody> </table>	Type of special material	Unit	Rate or price									
Type of special material	Unit	Rate or price											

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

C1.3 Form of Guarantee

PERFORMANCE GUARANTEE (Not applicable on this tender)

For use with the General Conditions of Contract for Construction Works, Third Edition (2015)

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

"Physical address:

"Employer" means: George Municipality.....

"Contractor" means:

"Employer's Agent" means:

"Works" means: Contract No T/ING/???/2023: CONSTRUCTION OF CIVIL / STRUCTURAL / ELECTRICAL / MECHANICAL ENGINEERING WORKS FOR ...

"Site" means: The site as defined in Clause 1.1.1.29 of the General Conditions of Contract

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

"Contract Sum" means: The accepted amount inclusive of tax of R.....

Amount in words:

"Guaranteed Sum" means: The maximum aggregate amount of

Amount in words:

"Expiry Date" means: The date of issue by the Employer's Agent of the Certificate of Completion of the Works

CONTRACT DETAILS

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

PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Employer's Agent of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a surety ship;
 - 3.2 its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;

- 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
- 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
 - 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
 - 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
 - 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
14. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

Proforma

C1.4 Occupational Health and Safety Agreement

AGREEMENT MADE AND ENTERED INTO BETWEEN THE GEORGE MUNICIPALITY (HEREINAFTER CALLED THE "EMPLOYER") AND

..... ,
(Contractor/Mandatory/Company/CC Name)

IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, ACT No. 85 OF 1993 AS AMENDED.

I, , representing

..... , as an employer
in its own right, do hereby undertake to ensure, as far as is reasonably practicable, that all work will be performed, and all equipment, machinery or plant used in such a manner as to comply with the provisions of the Occupational Health and Safety Act (OHSA) and the Regulations promulgated thereunder.

I furthermore confirm that I am/we are registered with the Compensation Commissioner and that all registration and assessment monies due to the Compensation Commissioner have been fully paid or that I/We are insured with an approved licensed compensation insurer.

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

I undertake to appoint, where required, suitable competent persons, in writing, in terms of the requirements of OHSA and the Regulations and to charge him/them with the duty of ensuring that the provisions of OHSA and Regulations as well as the Municipalities Special Conditions of Contract, Way Leave, Lock-Out and Work Permit Procedures are adhered to as far as reasonably practicable.

I further undertake to ensure that any subcontractors employed by me will enter into an occupational health and safety agreement separately, and that such subcontractors comply with the conditions set.

I hereby declare that I have read and understand the appended Occupational Health and Safety Conditions and undertake to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan.

Signed aton the.....day of.....20....

Witness

Mandatory

Signed at on the.....day of.....20

Witness

**for and on behalf of
GEORGE MUNICIPALITY**

OCCUPATIONAL HEALTH AND SAFETY CONDITIONS

1. The Chief Executive Officer of the Contractor shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act (as amended). Should the Contractor assign any duty in terms of Section 16(2), a copy of such assignment shall immediately be provided to the representative of the Employer as defined in the Contract.
2. All work performed on the Employer's premises shall be performed under the supervision of the construction supervisor who understand the hazards associated with any work that the Contractor performs on the site in terms of Construction Regulations.
3. The Contractor shall appoint a Competent Person who shall be trained on any occupational health and safety aspect pertaining to them or to the work that is to be performed.
4. The Contractor shall ensure that he familiarises himself with the requirements of the Occupational Health and Safety Act and that he, his employees, and any sub-contractors, comply with them.
5. Discipline in the interests of occupational health and safety shall be strictly enforced.
6. Personal protective equipment shall be issued by the Contractor as required and shall be worn at all times where necessary.
7. Written safe work procedures and appropriate precautionary measures shall be available and enforced, and all employees shall be made conversant with the contents of these practices.
8. No substandard equipment/machinery/articles or substances shall be used on the site.
9. All incidents referred to in terms of Section 24 of the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour and the Employer.
10. The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act and into any incident involving a Contractor and/or his employees and/or his sub-contractor/s.
11. No use shall be made of any of the Employer's machinery/plant/equipment/substance/personal protective equipment or any other article without prior arrangement and written approval.
12. No alcohol or any other intoxicating substance shall be allowed on the site. Any person suspected of being under the influence of alcohol or any other intoxicating substance shall not be permitted access to, or allowed to remain on the site.
13. Prior to commencement of any work, verified copies of all documents mentioned in the agreement, must be presented to the Employer.

Part C2: Pricing Data

C2.1 Pricing Assumptions / Instructions

Pricing assumptions mean the criteria as set out below, read together with all parts of this contract document, which it will be assumed in the contract that the tenderer has taken into account when developing his prices.

It is emphasized that the contractor must endeavour at all times to make use of local labour (skilled and unskilled) and local suppliers, obtained from within the George Municipal Area when undertaking the various activities which lend themselves to labour-intensive methods.

1. Measurement and payment shall be in accordance with the relevant provisions of clause 8 of each of the SABS 1200 Standardised Specifications for Civil Engineering Construction referred to in the Scope of Work, Particular or Works Specifications. The Preliminary and General items shall be measured in accordance with the provisions of SABS 1200-A, *General*.
2. The short descriptions of the items of payment given in the Bill of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
3. The payment reference numbers appearing in the Bill of Quantities refer to the corresponding numbers in the Standardized Specification for Civil Engineering Construction (SABS 1200), Particular or Works Specifications.
4. The units of measurement described in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are as follows:

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

5. For the purpose of the Bill of Quantities, the following words shall have the meanings hereby assigned to them:

Unit:	The unit of measurement for each item of work as defined in the Standard Specifications.
Quantity:	The number of units of work for each item.
Rate:	The agreed payment per unit of measurement.
Amount:	The product of the quantity and the agreed rate for an item.
Lump sum:	An agreed amount for an item, the extent of which is described in the Bill of Quantities but the quantity of work of which is not measured in any units.
Provisional sum:	An amount provided for work the scope and/or the necessity of which is undecided and which will be dealt with in accordance with clause 6.6.1 of the General Conditions of Contract.
Prime cost sum:	An amount provided to cover the cost price of certain goods, services or materials in accordance with clause 6.6.2 of the General Conditions of Contract.

6. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
7. The prices and rates in the Bill of Quantities are to be fully inclusive prices for the work described under the several items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work

described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.

8. It will be assumed that prices included in the bills of quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards).
9. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered for such items.
10. **A price or rate shall be entered against each item in the Bill of Quantities.** Should the Tenderer not wish to make any charge in respect of an item, a rate of zero "R0.00" or "Nil" shall be entered. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bill of Quantities. Except where rates only are required, insert all amounts to be included in the total tendered price in the "Amount" column and show the corresponding total tendered price. The Tenderer may not group a number of items together and tender one lump sum for such group of items.
11. Reasonable compensation will be received where no pay item appears in the Bill of Quantities in respect of work required in terms of the Contract and which is not covered in any other pay item.
12. The quantities set out in the Bill of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bill of Quantities. The tendered rates shall be valid irrespective of any change in the quantities during the execution of the works under the contract.
13. **No unauthorized amendment shall be made to the Bill of Quantities or any part of the Pricing Data. If such amendment is made or if the Bill of Quantities is not properly completed, the tender may be rejected.**
14. **All transportation of material anywhere on/off or from or to the various sites will be deemed to be unlimited free-haul** and the contractor must allow for this in the rates tendered for the items in the Bill of Quantities.

C2.2 Bills of Quantities

Bill 1.0: MS Noord

Bill 1.1: Preliminary and General Items

Bill 1.2: Underground 11kV Networks

Bill 2.0: RS Hoofpad

Bill 2.1: Preliminary and General Items

Bill 2.2: Underground 11kV Networks

Bill 3.0: SS Industria 1

Bill 3.1: Preliminary and General Items

Bill 3.2: Underground 11kV Networks

BILL 1.1: MS NOORD: PRELIMINARY AND GENERAL ITEMS

ITEM	DESCRIPTION	UNIT	QTY	MATERIAL	LABOUR	TOTAL
	NOTES All quantities are provisional. All rates must be exclusive of VAT Rates to cover for work specified under Bill 1.					
1,0	<u>Allowance for the following items for the duration of the contract:</u>					
1,1	Insurance of the works including material supplied by the Municipality valued at approximately R600 000-00 excl. VAT	Sum	1			
1,2	Liaison, co-ordination and attendance on Municipality, Local District Municipality and other Contractors, etc.	Sum	1			
1,3	Preparation and submission of construction programme.	Sum	1			
1,4	Provision of Health and Safety plan and further compliance with the requirements of Occupational Health and Safety Act Construction Regulations	Sum	1			
1,5	Submission of construction drawings to the Employer's Agent for approval.	Sum	1			
1,6	Application, submission and obtaining of all necessary wayleaves as applicable.	Sum	1			
1,7	Supervision	Sum	1			
1,8	Accommodation and / or living out expenses	Sum	1			
1,9	Travelling charges	Sum	1			
1,10	Facilities on site:					
1,10,1	Office and storage sheds	Sum	1			
1,10,2	Workshops	Sum	1			
1,10,3	Ablutions and latrines	Sum	1			
1,10,4	Tools and equipment	Sum	1			
1,10,5	Water supply, electrical power, telephone and access	Sum	1			
1,11	Inspection, testing and commissioning	Sum	1			
1,12	Traffic management facilities for work on shoulder (complete as detailed in Fig 13,35 SARTSM VOL 2 of June 1999)	Sum	1			
2,0	<u>Allowance for over and above items covered under Item No. 1 and upto to 120% value of the original contract and material supplied by the Employer:</u>					
2,1	Insurance of the works	week	1			
2,2	Liaison, co-ordination and attendance on Municipality, Provincial Government and other Contractors, etc.	week	1			
2,3	Preparation and submission of construction programme.	week	1			
2,4	Compliance with the requirements of Occupational Health and Safety Act Construction Regulations	week	1			
2,5	Submission of construction drawings to the Employer's Agent for approval.	week	1			
2,6	Application, submission and obtaining of all necessary wayleaves as applicable.	week	1			
2,7	Supervision	week	1			
2,8	Accommodation and / or living out expenses	week	1			
2,9	Travelling charges	week	1			
2,10	Facilities on site:					
2,10,1	Office and storage sheds	week	1			
2,10,2	Workshops	week	1			
2,10,3	Ablutions and latrines	week	1			
2,10,4	Tools and equipment	week	1			
2,10,5	Water supply, electrical power, telephone and access	week	1			
2,11	Inspection, testing and commissioning	week	1			
2,12	Traffic management facilities for work on shoulder (complete as detailed in Fig 13,35 SARTSM VOL 2 of June 1999)	week	1			
3,0	Provision of valid medical certificates as required in terms of Construction Regulations.	No.	20			
4,0	Removal of site establishment upon completion of contract.	Sum	1			
5,0	<u>Daywork Rates</u> The following rates are for variations to the contract, as directed by the Employer's Agent and are for work not covered by rates in the schedules.					
5,1	Labour - Normal Time	hour	20			
5,1,1	Supervisor	hour	20			

BILL 1.1: MS NOORD: PRELIMINARY AND GENERAL ITEMS

ITEM	DESCRIPTION	UNIT	QTY	MATERIAL	LABOUR	TOTAL
5,1,2	Skilled	hour	50			
5,1,3	Unskilled	hour	100			
5,2	Labour - Normal Overtime:					
5,2,1	Supervisor	hour	10			
5,2,2	Skilled	hour	25			
5,2,3	Unskilled	hour	50			
5,3	Labour - Sundays and Public Holidays:					
5,3,1	Supervisor	hour	2			
5,3,2	Skilled	hour	5			
5,3,3	Unskilled	hour	20			
5,4	Transport - Travel:					
5,4,1	Private car or light delivery vehicle	km	1000			
5,4,2	3 to 5 Tonne truck	km	400			
5,4,3	6 to 10 Tonne truck (with or without crane attachment)	km	400			
5,4,4	Mechanical Excavator, i.e. TLB	km	200			
5,5	Transport - Rigging:					
5,5,1	Mobile crane	hour	40			
5,5,2	Mobile cherry picker	hour	40			
5,5,3	Mobile excavator	hour	32			
6,0	Lump sum allowance for any items not included in this schedule necessary to complete the installation in accordance with the specification and drawings. Brief description of such items to be entered hereunder.	Sum	1			

BILL 1.1: MS NOORD: PRELIMINARY AND GENERAL ITEMS

ITEM	DESCRIPTION	UNIT	QTY	MATERIAL	LABOUR	TOTAL
	TOTAL BILL 1.1 TO BE CARRIED FORWARD TO PRICE SUMMARY, ITEM 1.1					

BILL 1.2: MS NOORD: UNDERGROUND 11kV NETWORK

ITEM	DESCRIPTION	UNIT	QTY	MATERIAL	LABOUR	TOTAL
	Notes: (a) All rates must be exclusive of VAT. (b) All items to include for supply and delivery thereof, unless specified otherwise. (c) Install only items to including collection from municipal stores, delivery to site and handling charges. (d) All quantities are provisional.					
1,0	11kV Cabling					
1,1	Locate road reserve / erf boundary points marked by a Professional Land Surveyor along cable route.	Sum	1			
1,2	Mark out cable route and assist Project Manager to finalise same.	Sum	1			
1,3	Excavate/trench upto 1m deep for 11kV cables and other associated cabling and ducts in all material, select, backfill, compact and dispose all surplus material to nearest dump site and as per SANS 1200 DB: Clause 8,3,2(a):					
1,3,1	400mm Wide	m	840			
1,3,2	600mm Wide	m	1			
1,3,3	800mm Wide	m	1			
1,3,4	1000mm Wide	m	1			
1,4	Extra-over Item No. 1,3 as per SANS 1200 DB: Clause 8,3,2(b):					
1,4,1	Intermediate excavations	m³	50			
1,4,2	Hard rock excavations	m³	17			
1,4,3	To locate and expose existing services	m	170			
1,4,4	In close proximity of existing services.	m	840			
1,5	Imported backfill material to be used, where excavated material is not suitable, on trenches measured elsewhere from commercial sources:					
1,5,1	G5 material	m³	1			
1,5,2	G7 material	m³	1			
1,5,3	Soft sand	m³	17			
1,6	Break-up tarred road, driveway or parking lot surface for cable crossing including trenching in imported and compacted G5, G7 and granular gravel subbase material and re-instating of same to original state:					
1,6,1	400mm Wide	m	1			
1,6,2	600mm Wide	m	1			
1,6,3	800mm Wide	m	1			
1,6,4	1000mm Wide	m	1			
1,7	Break-up upto 200mm thick concrete road, driveway or parking lot surface for cable crossing including trenching in imported and compacted G5, G7 and granular gravel subbase material and re-instating of same to original state:					
1,7,1	400mm Wide	m	10			
1,7,2	600mm Wide	m	1			
1,7,3	800mm Wide	m	1			
1,7,4	1000mm Wide	m	1			
1,8	Break-up paved road, driveway or parking lot surface for cable crossing including trenching in imported and compacted G5, G7 and granular gravel subbase material and re-instating of same to original state:					
1,8,1	400mm Wide	m	140			
1,8,2	600mm Wide	m	1			
1,8,3	800mm Wide	m	1			
1,8,4	1000mm Wide	m	1			
1,9	uPVC sleeve in trench measured elsewhere:					
1,9,1	160mm Diameter	m	360			
1,9,2	110mm Diameter	m	360			

BILL 1.2: MS NOORD: UNDERGROUND 11kV NETWORK

ITEM	DESCRIPTION	UNIT	QTY	MATERIAL	LABOUR	TOTAL
1,10	Seal sleeve end after installation of cable:					
1,10,1	160mm Diameter	No.	76			
1,10,2	110mm Diameter	No.	76			
1,11	400mm deep selected soft sand bedding/backfill in trench measured elsewhere (sand to be recovered from trenches)	m³	130			
1,12	<u>Install only</u> 11kV, 3 stranded aluminium cores PILC cable in trench or fixed against pole including stainless steel straps. Rate to also cover for handling charges, etc.					
1,12,1	70mm²	m	1			
1,12,2	95mm²	m	1			
1,12,3	120mm²	m	930			
1,12,4	150mm²	m	1			
1,12,5	185mm²	m	1			
1,12,6	240mm²	m	1			
1,13	Through-joint for 11kV PILC cable	No.	3			
1,14	300mm Wide x 100 micron PVC marker strip over cable in trench measured elsewhere	m	690			
1,15	Terminate and connect 11kV PILC cable:					
1,15,1	Indoor in circuit breaker, ring main unit and transformer bushings, etc. including RICS boots.	No.	4			
1,15,2	Outdoor to overhead line, equipment mounted against pole, etc.	No.	1			
1,16	4m x 100mm Diameter galvanised steel kickerpipes mounted against pole to protect 11kV cable	No.	1			
1,17	Concrete slab laid over 11kV cable in trench measured elsewhere	m	1			
1,18	Concrete cable marker installed along the route of cable	No.	20			
1,19	Label cable at termination using cable tie and slide-on pre-printed markers indicating cable size and designation.	No.	4			
1,20	Clear bush upto 1m along 11kV cable/s re-route including disposal to nearest dump site.	m	1			
1,21	Recover existing 11kV cable in trench or against pole including disconnections, cutting off, marker tape, kickerpipes, and delivery to municipal stores or nearest dump site, but excluding trenching and backfilling and compaction measured elsewhere	m	1			
1,22	Recover existing upto 50mm thick concrete slab protecting cable in trench including cleaning and delivery to municipal stores or nearest dump site, but excluding trenching and backfilling and compaction measured elsewhere	m	1			
1,23	Directional drilling 2 x 160mm Dia. + 2 x 110mm Dia. uPVC/HDPE sleeves for new and future cables complete including site establishment, launch pits and sealing of sleeve ends after installation of cables.	m	40			
1,24	Arrange shut down with the Municipality including municipal charge for switching on/off and their attendance.	Sum	1			
2,0	General					
2,1	Lump sum allowance for any items not included in this section necessary to complete the installation in accordance with the specifications and drawings. Brief description of such items to be entered hereunder.	Sum	1			

BILL 1.2: MS NOORD: UNDERGROUND 11kV NETWORK

ITEM	DESCRIPTION	UNIT	QTY	MATERIAL	LABOUR	TOTAL
	TOTAL BILL 1.2 TO BE CARRIED FORWARD TO PRICE SUMMARY, ITEM 1.2					

BILL 2.1: RS HOOFPAD: PRELIMINARY AND GENERAL ITEMS

ITEM	DESCRIPTION	UNIT	QTY	MATERIAL	LABOUR	TOTAL
	NOTES All quantities are provisional. All rates must be exclusive of VAT Rates to cover for work specified under Bill 2.					
1,0	<u>Allowance for the following items for the duration of the contract:</u>					
1,1	Insurance of the works including material supplied by the Municipality valued at approximately R600 000-00 excl. VAT	Sum	1			
1,2	Liaison, co-ordination and attendance on Municipality, Local District Municipality and other Contractors, etc.	Sum	1			
1,3	Preparation and submission of construction programme.	Sum	1			
1,4	Provision of Health and Safety plan and further compliance with	Sum	1			
1,5	Submission of construction drawings to the Employer's Agent for approval.	Sum	1			
1,6	Application, submission and obtaining of all necessary wayleaves as applicable.	Sum	1			
1,7	Supervision	Sum	1			
1,8	Accommodation and / or living out expenses	Sum	1			
1,9	Travelling charges	Sum	1			
1,10	Facilities on site:					
1,10,1	Office and storage sheds	Sum	1			
1,10,2	Workshops	Sum	1			
1,10,3	Ablutions and latrines	Sum	1			
1,10,4	Tools and equipment	Sum	1			
1,10,5	Water supply, electrical power, telephone and access	Sum	1			
1,11	Inspection, testing and commissioning	Sum	1			
1,12	Traffic management facilities for work on shoulder (complete as detailed in Fig 13,35 SARTSM VOL 2 of June 1999)	Sum	1			
2,0	<u>Allowance for over and above items covered under Item No. 1 and upto to 120% value of the original contract and material supplied by the Employer:</u>					
2,1	Insurance of the works	week	1			
2,2	Liaison, co-ordination and attendance on Municipality, Provincial Government and other Contractors, etc.	week	1			
2,3	Preparation and submission of construction programme.	week	1			
2,4	Compliance with the requirements of Occupational Health and Safety Act Construction Regulations	week	1			
2,5	Submission of construction drawings to the Employer's Agent for approval.	week	1			
2,6	Application, submission and obtaining of all necessary wayleaves as applicable.	week	1			
2,7	Supervision	week	1			
2,8	Accommodation and / or living out expenses	week	1			
2,9	Travelling charges	week	1			
2,10	<u>Facilities on site:</u>					
2,10,1	Office and storage sheds	week	1			
2,10,2	Workshops	week	1			
2,10,3	Ablutions and latrines	week	1			
2,10,4	Tools and equipment	week	1			
2,10,5	Water supply, electrical power, telephone and access	week	1			
2,11	Inspection, testing and commissioning	week	1			
2,12	Traffic management facilities for work on shoulder (complete as detailed in Fig 13,35 SARTSM VOL 2 of June 1999)	week	1			
3,0	Provision of valid medical certificates as required in terms of Construction Regulations.	No.	20			
4,0	Removal of site establishment upon completion of contract.	Sum	1			
5,0	<u>Daywork Rates</u> The following rates are for variations to the contract, as directed by the Employer's Agent and are for work not covered by rates in the schedules.					
5,1	Labour - Normal Time					
5,1,1	Supervisor	hour	20			
5,1,2	Skilled	hour	50			

BILL 2.1: RS HOOFPAD: PRELIMINARY AND GENERAL ITEMS

ITEM	DESCRIPTION	UNIT	QTY	MATERIAL	LABOUR	TOTAL
5,1,3	Unskilled	hour	100			
5,2	Labour - Normal Overtime:					
5,2,1	Supervisor	hour	10			
5,2,2	Skilled	hour	25			
5,2,3	Unskilled	hour	50			
5,3	Labour - Sundays and Public Holidays:					
5,3,1	Supervisor	hour	2			
5,3,2	Skilled	hour	5			
5,3,3	Unskilled	hour	20			
5,4	Transport - Travel:					
5,4,1	Private car or light delivery vehicle	km	1000			
5,4,2	3 to 5 Tonne truck	km	400			
5,4,3	6 to 10 Tonne truck (with or without crane attachment)	km	400			
5,4,4	Mechanical Excavator, i.e. TLB	km	200			
5,5	Transport - Rigging:					
5,5,1	Mobile crane	hour	40			
5,5,2	Mobile cherry picker	hour	40			
5,5,3	Mobile excavator	hour	32			
6,0	Lump sum allowance for any items not included in this schedule necessary to complete the installation in accordance with the specification and drawings. Brief description of such items to be entered hereunder.	Sum	1			

BILL 2.1: RS HOFPAD: PRELIMINARY AND GENERAL ITEMS

ITEM	DESCRIPTION	UNIT	QTY	MATERIAL	LABOUR	TOTAL
	TOTAL BILL 2.1 TO BE CARRIED FORWARD TO PRICE SUMMARY, ITEM 2.1					

BILL 2.2: RS HOOFPAD: UNDERGROUND 11kV NETWORK

ITEM	DESCRIPTION	UNIT	QTY	MATERIAL	LABOUR	TOTAL
	Notes:					
(a)	All rates must be exclusive of VAT.					
(b)	All items to include for supply and delivery thereof, unless specified otherwise.					
(c)	Install only items to including collection from municipal stores, delivery to site and handling charges.					
(d)	All quantities are provisional.					
1,0	11kV Cabling					
1,1	Locate road reserve / erf boundary points marked by a Professional Land Surveyor along cable route.	Sum	1			
1,2	Mark out cable route and assist Project Manager to finalise same.	Sum	1			
1,3	Excavate/trench upto 1m deep for 11kV cables and other associated cabling and ducts in all material, select, backfill, compact and dispose all surplus material to nearest dump site and as per SANS 1200 DB: Clause 8,3,2(a):					
1,3,1	400mm Wide	m	850			
1,3,2	600mm Wide	m	1			
1,3,3	800mm Wide	m	1			
1,3,4	1000mm Wide	m	1			
1,4	Extra-over Item No. 1,3 as per SANS 1200 DB: Clause 8,3,2(b):					
1,4,1	Intermediate excavations	m³	30			
1,4,2	Hard rock excavations	m³	10			
1,4,3	To locate and expose existing services	m	170			
1,4,4	In close proximity of existing services.	m	850			
1,5	Imported backfill material to be used, where excavated material is not suitable, on trenches measured elsewhere from commercial sources:					
1,5,1	G5 material	m³	1			
1,5,2	G7 material	m³	1			
1,5,3	Soft sand	m³	10			
1,6	Break-up tarred road, driveway or parking lot surface for cable crossing including trenching in imported and compacted G5, G7 and granular gravel subbase material and re-instating of same to original state:					
1,6,1	400mm Wide	m	1			
1,6,2	600mm Wide	m	1			
1,6,3	800mm Wide	m	1			
1,6,4	1000mm Wide	m	1			
1,7	Break-up upto 200mm thick concrete road, driveway or parking lot surface for cable crossing including trenching in imported and compacted G5, G7 and granular gravel subbase material and re-instating of same to original state:					
1,7,1	400mm Wide	m	6			
1,7,2	600mm Wide	m	1			
1,7,3	800mm Wide	m	1			
1,7,4	1000mm Wide	m	1			
1,8	Break-up paved road, driveway or parking lot surface for cable crossing including trenching in imported and compacted G5, G7 and granular gravel subbase material and re-instating of same to original state:					
1,8,1	400mm Wide	m	18			
1,8,2	600mm Wide	m	1			
1,8,3	800mm Wide	m	1			
1,8,4	1000mm Wide	m	1			
1,9	uPVC sleeve in trench measured elsewhere:					
1,9,1	160mm Diameter	m	100			
1,9,2	110mm Diameter	m	100			
1,10	Seal sleeve end after installation of cable:					

BILL 2.2: RS HOOFPAD: UNDERGROUND 11kV NETWORK

ITEM	DESCRIPTION	UNIT	QTY	MATERIAL	LABOUR	TOTAL
1,10,1	160mm Diameter	No.	40			
1,10,2	110mm Diameter	No.	40			
1,11	400mm deep selected soft sand bedding/backfill in trench measured elsewhere (sand to be recovered from trenches)	m³	135			
1,12	<u>Install only</u> 11kV, 3 stranded aluminium cores PILC cable in trench or fixed against pole including stainless steel straps. Rate to also cover for handling charges, etc.					
1,12,1	70mm²	m	1			
1,12,2	95mm²	m	1			
1,12,3	120mm²	m	1			
1,12,4	150mm²	m	1			
1,12,5	185mm²	m	1030			
1,12,6	240mm²	m	1			
1,13	Through-joint for 11kV PILC cable	No.	3			
1,14	300mm Wide x 100 micron PVC marker strip over cable in trench measured elsewhere	m	850			
1,15	Terminate and connect 11kV PILC cable:					
1,15,1	Indoor in circuit breaker, ring main unit and transformer bushings, etc. including RICS boots	No.	2			
1,15,2	Outdoor to overhead line, equipment mounted against pole, etc.	No.	1			
1,16	4m x 100mm Diameter galvanised steel kickpipe mounted against pole to protect 11kV cable	No.	1			
1,17	Concrete slab laid over 11kV cable in trench measured elsewhere	m	1			
1,18	Concrete cable marker installed along the route of cable	No.	20			
1,19	Label cable at termination using cable tie and slide-on pre-printed markers indicating cable size and designation.	No.	2			
1,20	Clear bush upto 1m wide along 11kV cable/s re-route including disposal to nearest dump site.	m	1			
1,21	Recover existing 11kV cable in trench or against pole including disconnections, cutting off, marker tape, kickpipe, and delivery to municipal stores or nearest dump site, but excluding trenching and backfilling and compaction measured elsewhere	m	500			
1,22	Recover existing upto 50mm thick concrete slab protecting cable in trench including cleaning and delivery to municipal stores or nearest dump site, but excluding trenching and backfilling and compaction measured elsewhere	m	1			
1,23	Directional drilling 2 x 160mm Dia. + 2 x 110mm Dia. uPVC/HDPE sleeves for new and future cables complete including site establishment, launching pits and sealing of cable ends after installation of cables.	m	40			
1,24	Arrange shut down with the Municipality including municipal charge for switching on/off and their attendance.	Sum	1			
2,0	<u>General</u>					
2,1	Lump sum allowance for any items not included in this section necessary to complete the installation in accordance with the specifications and drawings. Brief description of such items to be entered hereunder.	Sum	1			

BILL 2.2: RS HOOFPAD: UNDERGROUND 11kV NETWORK

ITEM	DESCRIPTION	UNIT	QTY	MATERIAL	LABOUR	TOTAL
	TOTAL BILL 2.2 TO BE CARRIED FORWARD TO PRICE SUMMARY, ITEM 2.2					

BILL 3.1: SS INDUSTRIA 1: PRELIMINARY AND GENERAL ITEMS

ITEM	DESCRIPTION	UNIT	QTY	MATERIAL	LABOUR	TOTAL
	NOTES All quantities are provisional. All rates must be exclusive of VAT Rates to cover for work specified under Bill 3.					
1,0	<u>Allowance for the following items for the duration of the contract:</u>					
1,1	Insurance of the works, including material supplied by the Municipality valued at approximately R840 000-00 excl. VAT	Sum	1			
1,2	Liaison, co-ordination and attendance on Municipality, Local District Municipality and other Contractors, etc.	Sum	1			
1,3	Preparation and submission of construction programme.	Sum	1			
1,4	Provision of Health and Safety plan and further compliance with	Sum	1			
1,5	Submission of construction drawings to the Employer's Agent for approval.	Sum	1			
1,6	Application, submission and obtaining of all necessary wayleaves as applicable.	Sum	1			
1,7	Supervision	Sum	1			
1,8	Accommodation and / or living out expenses	Sum	1			
1,9	Travelling charges	Sum	1			
1,10	Facilities on site:					
1,10,1	Office and storage sheds	Sum	1			
1,10,2	Workshops	Sum	1			
1,10,3	Ablutions and latrines	Sum	1			
1,10,4	Tools and equipment	Sum	1			
1,10,5	Water supply, electrical power, telephone and access	Sum	1			
1,11	Inspection, testing and commissioning	Sum	1			
1,12	Traffic management facilities for work on shoulder (complete as detailed in Fig 13,35 SARTSM VOL 2 of June 1999)	Sum	1			
2,0	<u>Allowance for over and above items covered under Item No. 1 and upto to 120% value of the original contract and material supplied by the Employer:</u>					
2,1	Insurance of the works	week	1			
2,2	Liaison, co-ordination and attendance on Municipality, Provincial Government and other Contractors, etc.	week	1			
2,3	Preparation and submission of construction programme.	week	1			
2,4	Compliance with the requirements of Occupational Health and Safety Act Construction Regulations	week	1			
2,5	Submission of construction drawings to the Employer's Agent for approval.	week	1			
2,6	Application, submission and obtaining of all necessary wayleaves as applicable.	week	1			
2,7	Supervision	week	1			
2,8	Accommodation and / or living out expenses	week	1			
2,9	Travelling charges	week	1			
2,10	<u>Facilities on site:</u>					
2,10,1	Office and storage sheds	week	1			
2,10,2	Workshops	week	1			
2,10,3	Ablutions and latrines	week	1			
2,10,4	Tools and equipment	week	1			
2,10,5	Water supply, electrical power, telephone and access	week	1			
2,11	Inspection, testing and commissioning	week	1			
2,12	Traffic management facilities for work on shoulder (complete as detailed in Fig 13,35 SARTSM VOL 2 of June 1999)	week	1			
3,0	Provision of valid medical certificates as required in terms of Construction Regulations.	No.	20			
4,0	Removal of site establishment upon completion of contract.	Sum	1			
5,0	<u>Daywork Rates</u> The following rates are for variations to the contract, as directed by the Employer's Agent and are for work not covered by rates in the schedules.					
5,1	Labour - Normal Time	hour	20			
5,1,1	Supervisor	hour	20			
5,1,2	Skilled	hour	50			

BILL 3.1: SS INDUSTRIA 1: PRELIMINARY AND GENERAL ITEMS

ITEM	DESCRIPTION	UNIT	QTY	MATERIAL	LABOUR	TOTAL
5,1,3	Unskilled	hour	100			
5,2	Labour - Normal Overtime:					
5,2,1	Supervisor	hour	10			
5,2,2	Skilled	hour	25			
5,2,3	Unskilled	hour	50			
5,3	Labour - Sundays and Public Holidays:					
5,3,1	Supervisor	hour	2			
5,3,2	Skilled	hour	5			
5,3,3	Unskilled	hour	20			
5,4	Transport - Travel:					
5,4,1	Private car or light delivery vehicle	km	1000			
5,4,2	3 to 5 Tonne truck	km	400			
5,4,3	6 to 10 Tonne truck (with or without crane attachment)	km	400			
5,4,4	Mechanical Excavator, i.e. TLB	km	200			
5,5	Transport - Rigging:					
5,5,1	Mobile crane	hour	40			
5,5,2	Mobile cherry picker	hour	40			
5,5,3	Mobile excavator	hour	32			
6,0	Lump sum allowance for any items not included in this schedule necessary to complete the installation in accordance with the specification and drawings. Brief description of such items to be entered hereunder.	Sum	1			

BILL 3.1: SS INDUSTRIA 1: PRELIMINARY AND GENERAL ITEMS

ITEM	DESCRIPTION	UNIT	QTY	MATERIAL	LABOUR	TOTAL
	TOTAL BILL 3.1 TO BE CARRIED FORWARD TO PRICE SUMMARY, ITEM 3.1					

BILL 3.2: SS INDUSTRIA 1: UNDERGROUND 11kV NETWORK

ITEM	DESCRIPTION	UNIT	QTY	MATERIAL	LABOUR	TOTAL
	Notes:					
(a)	All rates must be exclusive of VAT.					
(b)	All items to include for supply and delivery thereof, unless specified otherwise.					
(c)	Install only items to including collection from municipal stores, delivery to site and handling charges.					
(d)	All quantities are provisional.					
1,0	11kV Cabling					
1,1	Locate road reserve / erf boundary points marked by a Professional Land Surveyor along cable route.	Sum	1			
1,2	Mark out cable route and assist Project Manager to finalise same.	Sum	1			
1,3	Excavate/trench upto 1m deep for 11kV cables and other associated cabling and ducts in all material, select, backfill, compact and dispose all surplus material to nearest dump site and as per SANS 1200 DB: Clause 8,3,2(a):					
1,3,1	400mm Wide	m	1260			
1,3,2	600mm Wide	m	1			
1,3,3	800mm Wide	m	1			
1,3,4	1000mm Wide	m	1			
1,4	Extra-over Item No. 1,3 as per SANS 1200 DB: Clause 8,3,2(b):					
1,4,1	Intermediate excavations	m³	75			
1,4,2	Hard rock excavations	m³	25			
1,4,3	To locate and expose existing services	m	250			
1,4,4	In close proximity of existing services.	m	1260			
1,5	Imported backfill material to be used, where excavated material is not suitable, on trenches measured elsewhere from commercial sources:					
1,5,1	G5 material	m³	1			
1,5,2	G7 material	m³	1			
1,5,3	Soft sand	m³	25			
1,6	Break-up tarred road, driveway or parking lot surface for cable crossing including trenching in imported and compacted G5, G7 and granular gravel subbase material and re-instating of same to original state:					
1,6,1	400mm Wide	m	1			
1,6,2	600mm Wide	m	1			
1,6,3	800mm Wide	m	1			
1,6,4	1000mm Wide	m	1			
1,7	Break-up upto 200mm thick concrete road, driveway or parking lot surface for cable crossing including trenching in imported and compacted G5, G7 and granular gravel subbase material and re-instating of same to original state:					
1,7,1	400mm Wide	m	50			
1,7,2	600mm Wide	m	1			
1,7,3	800mm Wide	m	1			
1,7,4	1000mm Wide	m	1			
1,8	Break-up paved road, driveway or parking lot surface for cable crossing including trenching in imported and compacted G5, G7 and granular gravel subbase material and re-instating of same to original state:					
1,8,1	400mm Wide	m	70			
1,8,2	600mm Wide	m	1			
1,8,3	800mm Wide	m	1			
1,8,4	1000mm Wide	m	1			
1,9	uPVC sleeve in trench measured elsewhere:					
1,9,1	160mm Diameter	m	200			
1,9,2	110mm Diameter	m	200			
1,10	Seal sleeve end after installation of cable:					

BILL 3.2: SS INDUSTRIA 1: UNDERGROUND 11kV NETWORK

ITEM	DESCRIPTION	UNIT	QTY	MATERIAL	LABOUR	TOTAL
1,10,1	160mm Diameter	No.	20			
1,10,2	110mm Diameter	No.	20			
1,11	400mm deep selected soft sand bedding/backfill in trench measured elsewhere (sand to be recovered from trenches)	m³	170			
1,12	<u>Install only</u> 11kV, 3 stranded aluminium cores PILC cable in trench or fixed against pole including stainless steel straps. Rate to also cover for handling charges, etc.					
1,12,1	70mm²	m	1			
1,12,2	95mm²	m	1			
1,12,3	120mm²	m	1			
1,12,4	150mm²	m	1			
1,12,5	185mm²	m	1400			
1,12,6	240mm²	m	1			
1,13	Through-joint for 11kV PILC cable	No.	6			
1,14	300mm Wide x 100 micron PVC marker strip over cable in trench measured elsewhere	m	1100			
1,15	Terminate and connect 11kV PILC cable at circuit breaker:					
1,15,1	Indoor including circuit breaker, ring main unit and transformer bushings, etc.	No.	1			
1,15,2	Outdoor including overhead line, equipment mounted against pole, etc.	No.	1			
1,16	4m x 100mm Diameter galvanised steel kickpipe mounted against pole to protect 11kV cable	No.	1			
1,17	Concrete slab laid over 11kV cable in trench measured elsewhere	m	1			
1,18	Concrete cable marker installed along the route of cable	No.	30			
1,19	Label cable at termination using cable tie and slide-on pre-printed markers indicating cable size and designation.	No.	1			
1,20	Clear bush upto 2m along 11kV cable/s re-route including disposal to nearest dump site.	m	200			
1,21	Recover existing 11kV cable in trench or against pole including disconnections, cutting off, marker tape, kickpipe, and delivery to municipal stores or nearest dump site, but excluding trenching and backfilling and compaction measured elsewhere	m	1			
1,22	Recover existing upto 50mm thick concrete slab protecting cable in trench including cleaning and delivery to municipal stores or nearest dump site, but excluding trenching and backfilling and compaction measured elsewhere	m	1			
1,23	Directional drilling 2 x 160mm Dia. + 2 x 110mm Dia. uPVC/HDPE sleeves for new and future cables complete including site establishment, launching pits and sealing of cable ends after installation of cables.	m	40			
1,24	Arrange shut down with the Municipality including municipal charge for switching on/off and their attendance.	Sum	1			
2,0	<u>General</u>					
2,1	Lump sum allowance for any items not included in this section necessary to complete the installation in accordance with the specifications and drawings. Brief description of such items to be entered hereunder.	Sum	1			

BILL 3.2: SS INDUSTRIA 1: UNDERGROUND 11kV NETWORK

ITEM	DESCRIPTION	UNIT	QTY	MATERIAL	LABOUR	TOTAL
	TOTAL BILL 3.2 TO BE CARRIED FORWARD TO PRICE SUMMARY, ITEM 3.2					

PRICE SUMMARY

ITEM	DESCRIPTION	TOTAL	
1,0	<u>BILL 1.0: MS NOORD</u>		
1,1	BILL 1.1: MS NOORD: PRELIMINARY AND GENERAL ITEMS	R	-
1,2	BILL 1.2: MS NOORD: UNDERGROUND 11kV NETWORK	R	-
	SUB-TOTAL ITEM 1.0	R	-
2,0	<u>BILL 2.0: RS HOOFPAD</u>		
2,1	BILL 2.1: RS HOOFPAD: PRELIMINARY AND GENERAL ITEMS	R	-
2,2	BILL 2.2: RS HOOFPAD: UNDERGROUND 11kV NETWORK	R	-
	SUBTOTAL ITEMS 2.0	R	-
3,0	<u>BILL 3.0: SS INDUSTRIA 1</u>		
3,1	BILL 3.1: SS INDUSTRIA 1: PRELIMINARY AND GENERAL ITEMS	R	-
3,2	BILL 3.2: SS INDUSTRIA 1: UNDERGROUND 11kV NETWORK	R	-
	SUBTOTAL ITEM 3.0	R	-
4,0	TOTAL ITEM NO'S 1.0 TO 3.0	R	-
5,0	Contingency Sum	R	200 000,00
5,1	Percentage mark-up on material purchased under the Contingency Sum and any other funds that are made available to the project		
5,1,1	.....%	R	-
6,0	SUBTOTAL EXCLUDING VAT	R	-
7,0	ADD 15% VAT	R	-
8,0	GROSS TENDER AMOUNT, TO BE CARRIED FORWARD TO FORM OF OFFER AND ACCEPTANCE IN PART C1,1 HEREOF	R	-

DECLARATION

I/we, the undersigned, do hereby declare that these are the properly priced Bills of Quantities forming part C2.2 of this Contract Document upon which my/our tender for **TENDER NO. ENG/008/2024: 11kV NETWORK EXTENSIONS FOR 2023/2024** has been based.

Signed.....

Date.....

Name.....

Position.....

Enterprise Name.....



- NOTES:
1. INSPECTIONS TRENCHES TO BE EXCAVATED BY HAND EVERY 10 METRES ALONG THE CABLE ROUTE TO LOCATE THE CABLE TO BE REPLACED AND EXISTING UNDERGROUND SERVICES IN CLOSE PROXIMITY OF THE CABLE ROUTE. INSPECTION TRENCHES TO BE PLUS MINUS 450mm WIDE x 1000mm DEEP.
 2. POSITIONS OF CABLE ROUTES SHOWN ON THIS DRAWING ARE APPROXIMATE. ACTUAL EQUIPMENT POSITIONS AND CABLE ROUTES SHALL BE VERIFIED ON SITE DURING CONSTRUCTION.
 3. EXISTING SPARE SLEEVES TO BE USED FOR THE NEW CABLE. SLEEVES TO BE SEALED AFTER INSTALLATION OF CABLE. NEW SLEEVES INDICATED ON PLAN, UNLESS OTHERWISE LABELLED.
 4. ELECTRICAL INFRASTRUCTURE SHOWN ON THIS LAYOUT IS EXISTING, UNLESS OTHERWISE LABELLED.
 5. PROVIDE CABLE MARKERS AT CABLE JOINTS AND WHERE CABLE ROUTE CHANGES.
 6. ANY DEVIATIONS OF THE PROPOSED DRAWING MUST BE MARKED UP ON THIS PLAN AND HANDED IN AT THE MUNICIPAL DRAWING OFFICE AFTER THE WORK HAS BEEN DONE.

LEGENDE	
EXIST. RING MAIN UNIT	
EXISTING 11kV CABLES	
NEW 185kV APALC 11kV CABLE	
EXISTING 50mm Cu 11kV CABLE	
CABLE TO BE DISCONNECTED AND DISMANTLED	
EXIST. MINISUBSTATION 500 kVA	
EXISTING LV FEEDER CABLES	
EXISTING STREETLIGHT CABLES	
EXIST. LV OVERHEAD LINE	
EXIST. KIOSK / FIBERGLASS WITH BRASSER AS REQUIRED APPLIED TO ALL NEW CABLES AND KIOSKS. PROVIDE LOCKS	
EXISTING SLEEVES	
NEW SLEEVES 2 x 100mm DIAMETER	
NEW SLEEVES 2 x 150mm DIAMETER	
EXISTING BRICKPAVED DRIVEWAY / PARKING LOT	
EXISTING CONCRETE DRIVEWAY / PARKING LOT	
EXISTING DRIVEWAY WITH SOIL	

GEORGE
MUNICIPALITEIT
MUNICIPALITY

THE CITY OF GARDEN OF EDEN

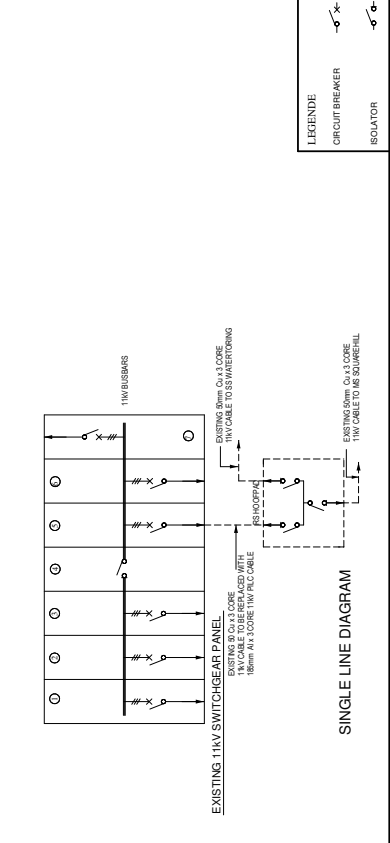
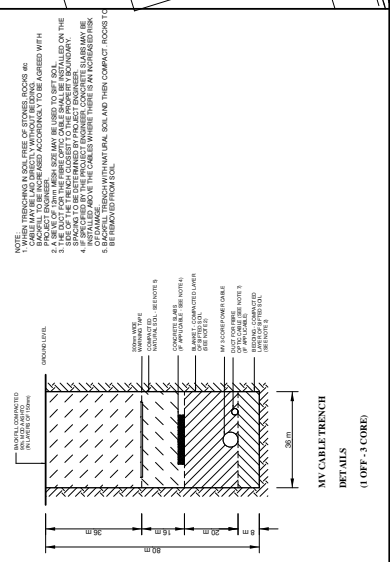
ELEKTROTECHNIE ABDELING
ELECTRICAL DEPARTMENT

PROJECT / PROJECT
11kV NETWORK EXTENSIONS FOR
2023/2024: RS HOOPFAD:
REPLACEMENT OF 11kV CABLE

REKENING / DESCRIPTION
PLAN LAYOUT AND DETAILS

GETTEKIN / DRAWN	JAS	NAAMSEEN / CHECKED	
ONTWERP / DESIGNED		INGENIEUR / ENGINEER	
SKALA / SCALE	1 : 1000	TEKENINGSDATUM / DATE	2023/12/05

TEKENING / DRAWING	No. JP - 688	WYSIGING / AMENDMENT	A
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Part C3: Scope of Work

C3.1 Description of the Works

C3.1.1 Employer's objectives

The Employer's objectives with regards to this tender are:

- (i) To replace installations/equipment which have reached their end of service to ensure that the provision of the municipal services is not compromised.
- (ii) To upgrade the existing installations/equipment which could no longer meet the current service demands and/or environmental requirements.

It is encouraged that Contractors use labour intensive construction methods wherever technically feasible and economically viable

The description of the project contained in the Scope of Work is merely an outline of the Contract Works and shall not limit the work to be carried out by the Contractor under this Contract. Details of some of the major items are given in this section and approximate detailed quantities for each type of work to be carried out in accordance with the Contract Documents are included in the Bill of Quantities.

C3.1.2 Overview of the works

This contract covers the installation only of new, removal of material/equipment to be replaced/upgraded, commissioning, testing and handing-over in full working order of 11kV network extensions in various areas of George Municipality and as specified in this document.

The supply of major materials, such as cables, overhead line conductors, poles, miniature substation, ring main units, metering units etc. shall be made by the Municipality. Allowance to be made by the Contractor for handling fee on equipment supplied by the Municipality and for the insurance to cover the aforementioned items while they are under the Contractor's responsibility.

C3.1.3 Extent of the works

The works to be constructed under this contract include but is not limited to that which is shown on the drawings or as directed from time to time by the Employer's Agent and include the following main activities:

1. Pacaltsdorp: MS Noord: Replacement of approximately 900 meters of 11kV cable from MS Noord to SS-Watertower
2. Delville Park: RS-Hoofpad: Replacement of approximately 1000 meters of 11kV cable from RS-Hoofpad to SS-Delville Park
3. George: SS-Industira 1: Installation only of approximately 1400 metres of 11kV cable from SS-Industria 1 to SS-George

Tenderers must allow for all items, whether specified or not, required to complete the works in a neat and workmanlike manner, according to the true intent of this Document.

C3.1.4 Location of the works and access

The location of the above-mentioned work identified thus far is shown on locality plans on plan layout drawings.

It is essential that Tenderers carry out site inspection before tendering to familiarise themselves with conditions on site.

C3.2 Engineering

C3.2.1 Design

Works designed by, per design stage:

- Concept, feasibility and overall process: - Employer
- Basic Engineering and detail layouts to tender stage: - Employer
- Final design to approved for construction stage: - Employer
- Temporary works: - Contractor
- Preparation of as built drawings: - Contractor

C3.2.2 Employer's design

The Employer's design is contained in the Tender Documentation and Drawings. Amendments to the design, if necessary, will be issued during the construction phase.

C3.2.3 Design brief

Where the Contractor is to supply the design of designated parts of the permanent Works or Temporary Works he shall supply full working drawings supported by a Professional Engineer's / Engineering Technologist's design certificate.

C3.2.4 Drawings

Reduced drawings form part of the tender documents and shall be used for tender purposes only.

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

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

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

The Employer reserves the right to issue amended and/or additional drawings during the Contract.

The drawings that are applicable to this contract are listed under the Part C3.5: Schedule of Drawings and are issued with this tender document and will form part of the contract document.

C3.3 Procurement

C3.3.1 Preferential procurement procedures

The procurement of goods and services for any project or other requirement of the municipality should cater for the engagement of local SMME sub-contractors and local suppliers. This will provide opportunities for local economic development of smaller businesses to increase their share in public sector procurement.

C3.3.2 Subcontractors

The Contractor shall not subcontract more than 25% of the value of the contract to subcontractors that do not have an equal or higher B-BBEE status level than the Contractor, unless such subcontractors are exempted micro enterprises that can demonstrate to the satisfaction of the Employer's Agent that they have the capability and ability to execute the subcontract works.

Where monetary allowances for provisional sums or prime cost items have been provided in the Bills of Quantities, and where the work is to be executed/supplied by sub-contractors/suppliers then the following selection process shall be followed in respect of the required sub-contractors/suppliers:

- The Contractor shall invite three quotations from suitably qualified sub-contractors/suppliers, the selection of which shall be in consultation with, and to the approval of the Employer's Agent, for the required work or items.
- The evaluation of the quotation received must include a preference points system as described in the Tender Data.

C3.3.3 Attendance on subcontractors

Approval given in terms of subcontracting shall not relieve the Contractor of any responsibility, duty or obligation imposed upon him by the Contract, and the Contractor shall in particular be and remain solely liable and responsible for all acts, omissions, negligence or breaches of contract on the part of the assignee or any of his employees, and for all acts, omissions or negligence of any Sub- Contractor or any of his employees.

C3.3.4 Local Labour

It is encouraged that local labour force be used as far as possible.

C3.4 Construction

C3.4.1 Standardised Specifications

Various standardised specification applicable to this work are provided elsewhere.

C3.4.2 Particular Specifications

The following particular specifications shall apply to this contract and are Annexures to the Scope of Works
PLI - Labour Intensive Specification
Project Technical Specification

C3.4.3 Variations and Additions to the Standard and the Particular Specifications

Variations and additions to the Standard Specifications are listed in the Annexures to the Scope of Works, where applicable.

C3.4.4 Known services

Existing services are indicated on relevant plan layout drawings. The Contractor shall make himself acquainted with all existing services. Under no circumstances shall the Contractor alter or in any way interfere with the existing works or underground services unless authorised by the Employer's Agent.

Where existing works are of such a nature that the Employer's Agent may require them to be moved by the Contractor, the cost of such work will be paid for at scheduled rates or on dayworks basis. The Contractor will be held responsible for damages to any existing works and any damages caused shall be made good at his own cost without delay.

The Contractor is to exercise care when the proposed work is to cross an existing service, or work is to be performed close to an existing service. Prior to commencement of the relevant portion of the proposed works the Contractor with the Employer's Agent or his duly appointed representative shall also perform a visual inspection of the area in question. This inspection will not waive the Contractor of his obligations with respect to care of the works referenced in the General Conditions of Contract.

No other existing services are known to exist that may be affected by the works to be constructed under this contract. However the Contractor shall ensure before excavating that there are no visible services or obstructions that require safeguarding.

C3.4.5 Damage to services

The Contractor shall be responsible for any damage to such existing services and works in the execution of this contract and shall reimburse the Employer, authority or the owner concerned for any repairs required and for damages. Damage that occurs to unknown services during construction will be paid for by the Employer.

However, all services that have been located and exposed, and are subsequently damaged by the Contractor or his subcontractor, shall be reinstated to the same state as it was before the damage occurred at the cost of the Contractor. Damaged services must be repaired on the same date of occurrence and not be delayed without the written approval of the relevant service authority.

C3.4.6 Reinstatement of services and structures damaged during construction

The Contractor shall inform the Employer's Agent immediately when a service or structure is damaged. The extent of the damage and a proposal on how to reinstate the service or structure shall be submitted to the Employer's Agent on a sketch with dimensions and time frames.

The Contractor shall not be allowed to reinstate any service or structure unless indicated so by the Employer's Agent. The Contractor shall render all reasonable assistance to the service or structure owner with the reinstatement of the service or the structure if required.

The Contractor shall be liable to reinstate the service or structure to its original state.

C3.4.7 Services and facilities provided by the employer

C3.4.7.1 Water and Electricity Supply

The Contractor shall make his own arrangements with the Municipality for the necessary connections and additional reticulation, the cost, if any, of which will be for the Contractors account. Water shall be used sparingly and if in the opinion of the Employer's Agent excessive consumption by the contractor occurs then the cost of such excessive consumption shall be borne by the Contractor.

The Contractor shall make his own arrangements for the supply of electricity that he may require for the execution of the works and the costs of any connections, additional reticulation and the supply of electricity shall be borne by the Contractor.

C3.4.8 Facilities provided by the Contractor

The Contractor shall provide, maintain and remove his own facilities to the satisfaction of the Employer's Agent. The Contractor shall provide the area around his office, stores and sheds (i.e. the "Camp") with adequate security fences and security personnel to ensure that unauthorised persons do not enter the camp area.

The tendered sums, whether grouped or individually, shall include all costs for the installation, maintenance and removal of the fencing as specified, in addition to all other facilities specified and as required by the Contractor for his own purposes.

C3.4.8.1 Location of Contractors Camp Site

The Contractor may select at site for his site offices which will have to be approved in writing by the Employer.

The Contractor shall be responsible for obtaining the necessary permission/s from the relevant authorities and communities for the establishment of the offices, camp and depot and for all arrangements for the housing of the Contract workforce. No part of any National or Provincial road reserve may be used for either the Contractor's camp or for housing the Contractor's workforce.

The Contractor shall provide sufficient latrine facilities for its workers as required by local regulations and these shall be located in close proximity to the individual work areas.

The Contractor shall be responsible for providing and maintaining his own security arrangements for the duration of the Contract.

On completion of the Works, or when ordered by the Employer's Agent, the Contractor shall remove all temporary buildings and latrines and restore the Site to a clean and sanitary condition to the satisfaction of the Employer's Agent and rehabilitate the area in accordance with the EMP.

Access to the site will be in a controlled manner. People visiting the site will have to sign in and out on a daily basis.

C3.4.8.2 Housing

No housing is available nor shall be allowed on site for the Contractor's employees. It is the sole responsibility of the Contractor at his own cost to house his employees and transport them to and from the site.

C3.4.9 Facilities for the Employer's Agent

The Contractor shall provide on the Site, for the duration of the Contract and for the exclusive use of the Employer's Agent and/or his Representative (as applicable), the various facilities described hereunder. All such facilities shall be provided promptly on the commencement of the Contract and failure on the part of the Contractor to provide any facility required in terms of this specification shall constitute grounds for the Employer's Agent to withhold payment of the Contractor's tendered Preliminary and General items until the facility has been provided or restored as the case may be.

C3.4.9.1 Office accommodation

Separate office space is not required by the Employer's Agent. The Contractor shall however provide a suitable office on site wherein the Employer's Agent or his representative can operate whilst on site and site meetings may be held as specified in C3.4.9.2.

The Employer's Agent and his Representative shall be allowed free use of all the Contractors site facilities.

The Employer's Agent and the Employer's Agent's Representative shall be allowed free use of survey equipment and assistant to carry out control work as and when required, and the Contractor shall provide all pegs, concrete, tools and other necessary items as well as all necessary labour for excavation, bush clearing, mixing and placing of concrete, as and when required for the control of the setting out of the Works.

C3.4.9.2 Site meeting venue

The Contractor shall provide within his own site establishment facilities, a suitably furnished office or other venue capable of comfortably accommodating a minimum of ten (10) persons at site meetings. The Employer's Agent shall be allowed free use of such venue for conducting any other meetings concerning the Contract at all reasonable times.

C3.4.9.3 Contract name boards

No contract name boards are required under this contract.

C3.4.9.4 Electricity supply for the Employer's Agent

All electricity supply to the Employer's Agent's office(s) and laboratory (if applicable), whether provided by the Contractor by way of a reticulated supply from a local authority or other authorised electricity supply, or by way of on-site generators, shall be regulated by the Contractor to within limits such as to prevent damage due to fluctuations in the electrical current supply that may occur to any electrical plant and equipment provided by the Contractor or the Employer's Agent.

The Contractor shall be liable for and pay to the Employer's Agent on demand, all costs that the Employer's Agent may incur in the repair or replacement of any electrical equipment provided by the Employer's Agent on the Site. Reliance by the Contractor on the regulation of the electrical supply by the supplier or on current regulators fitted to generators shall not absolve the Contractor of his liabilities in terms of this Subclause and, where appropriate, the Contractor shall provide and install at his own cost, all such electrical current-regulating equipment as is necessary to prevent damage to the said equipment.

C3.4.9.5 Site instruction book and Site diary

The Contractor shall keep an A4 triplicate book for site instructions on the Site at all times and provide a Site Diary for daily completion by the Contractor.

C3.4.10 Laboratory Facilities

The Contractor shall provide and allow for his own facilities, apparatus and procedures for the testing of materials and the process control testing of materials and workmanship in order to ensure compliance with the requirements of the Specifications. The Employer's Agent shall only carry out control tests.

C3.4.11 Other facilities and services

C3.4.11.1 Waste Disposal

The Contractor shall make his own arrangements for solid and liquid waste disposal. Disposal will take place at an approved Site.

C3.4.11.2 Telephone Facilities

The Contractor shall be responsible for arranging his own telephone facilities and shall be responsible for all costs relating thereto.

C3.4.11.3 Ablution Facilities

Ablution facilities are not available on site. The Contractor shall therefore make the necessary arrangement to provide these facilities. Chemical serviced toilets shall be the minimum acceptable standard as indicated in the EMP. These must be placed in a position to be approved by the Employer's Agent. The facilities must be to the Employer's Agent's approval and must be maintained in a clean and sanitary condition.

C3.4.12 Notice boards, signs and barricades

All notices, signs and barricades may be used only if approved by the Employer's Agent. The Contractor shall be responsible for their supply, erection, maintenance and ultimate removal and shall make provision for this in his tendered rates. The Employer's Agent shall have the right to instruct the Contractor to move any sign or notice to another position, or to remove it from the Site of the Works if in his opinion it is unsatisfactory, inconvenient or dangerous.

C3.4.13 Dealing with Water

While generally high water tables are not anticipated, ground water may well be encountered in trench, foundation and general excavations.

The Contractor shall make provision and allow for all dewatering and keeping dry such excavations. If not specifically scheduled, all costs for this operation for the duration of the contract shall be deemed to be included in the General charges of the Contractor.

C3.4.14 Alterations, additions, extensions and modifications to existing works.

The Contractor shall prior to commencement of construction works in any particular area satisfy himself that the dimensional accuracy, alignment, levels and setting out of existing structures or components thereof are compatible with the proposed works and shall notify the Employer's Agent of any areas of dissatisfaction.

C3.4.15 Wayleaves, Permissions and Permits

The Contractor shall be responsible for obtaining all of the necessary wayleaves, permissions or permits applicable to working near any existing services or other infrastructure on Site, and shall ensure that any wayleaves, permissions or permits obtained by the Employer's Agent prior to the award of the contract are transferred into the Contractor's name.

The Contractor shall abide by any conditions imposed by such wayleaves, permissions or permits. The Contractor shall ensure that all wayleaves, permissions and permits are kept on site and are available for inspection by the relevant service authorities on demand. The Contractor shall also ensure that any wayleaves in respect of electricity services are renewed timeously every three months.

C3.5 Management

C3.5.1 Standardised management specifications for construction works

The contract shall be managed according to the General Conditions of Contract for Construction Works as stated on the Contract Data.

C3.5.2 Particular specifications

The following particular specifications shall apply to this contract and are Annexures to the Scope of Works:

PEM - Environmental Management
PHS - Pre-construction Health and Safety Specification
Project Technical Specification

C3.5.3 Construction Programme and Methods

The programme to be submitted by the Contractor in terms of the General Conditions of Contract shall be in the form of a bar chart with a horizontal time scale and shall clearly show all significant activities, the duration of all activities, the interdependencies (if any) of activities and the critical path of the overall programme, clearly related to the items or groups of items in the Bill of Quantities and indicating the value and quantity of work that will be completed each month and shall ideally be drawn up using a commercially available computer programme. The programme shall take account of and include:

All activities, including establishment on site, trimming and finishing and the completion of all minor ancillary works.

Commencement and Due Completion dates

All special non-working days, shut down periods and breaks defined in the Contract Data.

Allowance for inclement weather as may be provided for in the Contract Data.

Known physical conditions or artificial obstructions

Searching for, dealing with and carrying out alterations to existing services, and

The accommodation and safeguarding of public access and traffic

Other information specifically required by the Employer's Agent.

The following details shall be submitted together with the programme:

The number of working hours per day, working days per week, assumed holiday or shut down periods on which the programme is based.

The overall labour and major plant resource levels on which the programme is based.

The detailed traffic accommodation proposals on which the programme is based (road or lane closures, lengths of sections to be worked, timing etc.).

Monthly cash flow based on the programme

The Contractor shall base his initial programme of work on the scope of the work as described in the project specification and the schedule of quantities. This programme shall be reviewed on a regular basis by the Contractor in accordance with changing circumstances, delays and amendments to the work ordered by the Employer's Agent as a result of further examinations made by him, or to meet budget constraints.

Minor revisions to the approved programme may be introduced from time to time by mutual agreement between the Contractor and the Employer's Agent. Should the Employer's Agent believe that a major revision of the programme is required, the Contractor will be notified in writing and a revised programme shall be submitted within two weeks of receipt of such notification.

C3.5.4 Sequence of the works

The Contractor shall include the sequence of works, clearly identifying floats and critical path activities, in the tendered programme.

C3.5.5 Methods and procedures

The Contractor will advise in his tender the methods and procedures that he proposes in performing the works. These methods and procedures shall not be deemed as terms of the Contract. The Contractor is also allowed to change his methods and procedures as he sees fit subject to the change being approved by the Employer's Agent. Methods and procedures will not vary the specification and cannot be used to provide qualifications to the proposed agreement. The intention of the method statement is to provide the Employer's Agent and the Employer with information as to how he proposes to perform the said works.

C3.5.6 Quality plans and control.

Within three weeks of the award of the contract the Contractor shall furnish the Employer's Agent with a Quality Assurance and Control plan that incorporates all of the requirements of this specification.

C3.5.6.1 Quality System

The Contractor shall, for the purposes and duration of the Contract, operate and maintain a Quality Management System complying with the requirements of the ISO 9000-9004 series (as applicable). The Quality System shall take the form of a co-ordinated and formally documented statement and shall include Quality management objectives, policies, organisation, procedures, and work instructions that demonstrate the Contractor's implementation of the requirements of ISO 9001 - 2000 Code for Quality Management Systems.

C3.5.6.2 Project Quality Plan

The Contractor's Project Quality Plan for the Contract shall indicate how the Contractor's Quality System shall apply to the specific requirements of the Contract. It shall clearly indicate, by way of written description, schedules, flow diagrams and

procedures, compliance with ISO 9001 - 2000 and compliance by Sub-Contractors to ensure compliance with ISO 9001, 9002 or 9003 - 2000, as appropriate to the classification of the product or service.

The Project Quality Plan shall identify all documentation concerning implementation of the procedures and will form part of the demonstration of conformance to requirements for the plant materials and equipment to be supplied under this Contract. The Project Quality Plan shall be subject to the Employer's Agent's approval. The vocabulary used shall comply with the requirements of ISO 8402-1994.

C3.5.7 Site usage

The Contractor's employees shall not be allowed to stay on site except for the duration of a working day. The only person to be allowed on site for the duration of a calendar day shall be the site guard(s). Access to the site will be in a controlled manner. People visiting the site will have to sign in and out on a daily basis.

C3.5.8 Testing, completion, commissioning and correction of defects

Workmanship, tolerances and frequency of testing are to be in accordance with relevant specifications. The Employer reserves the right to appoint independent testing laboratories to monitor the results returned by the Contractor for the Quality of materials and work performed. The Contractor shall conduct his own testing as work proceeds to ensure that the necessary requirements and specifications are being complied with. Once the Contractor is satisfied as to the completion of any stage of his work, he shall arrange for the following:

Necessary measurements (survey, levels, etc.) are taken for computation of quantities.

Information must be submitted to the Employer's Agent for approval.

The said stage shall be tested by his own laboratory, the Employer's Agent and/or any other party requested by the Employer's Agent. This testing shall take place jointly by all the parties involved and at the direction of the Employer's Agent.

Only once the measurement information and the results from the required tests have been submitted to and approved by the Employer's Agent, will the Employer's Agent issue a site instruction to proceed with the next stage.

Both the Contractor and the Employer's Agent will keep the measurement information and all test results for each stage in a filing system that will enable easy access. All samples taken for testing shall be suitably referenced to enable them to be traced. This includes a dimensioned site plan where necessary.

The Contractor shall arrange for each testing as described above at least 24 hours in advance. Should the Contractor fail to request an inspection timeously and proceed with work without the Employer's Agent's approval, this will be at his own risk.

C3.5.9 Recording of weather

The Contractor shall be responsible for keeping accurate records of weather conditions in the Daily Site Diary, to use as substantiation of any claim for extension of time in accordance with the contract. The Contractor will inform the Employer's Agent when he is unable to proceed with the works in accordance with the approved contract program. Subject to the approval of the Employer's Agent, the rainfall and other relevant notes will be noted in the Daily Site Diary for the applicable day/s. After the event the Contractor shall provide a revised contract program motivating if the delay affects his schedule to the extent that he will need to motivate for an extension of time in accordance with the contract. The Employer's Agent, together with the Employer, shall be responsible for granting the extension of time.

C3.5.10 Format of communications

No press statements are allowed without the prior written approval of the Employer. Contractual communication will flow between the Contractor and Employer's Agent as normally required. Normal routine matters should as far as possible be resolved on site between the Contractor's Agent and Employer's Agent's Representative. All instructions to the Contractor will be in writing and shall be deemed to have been received if left with the Contractor or his agent at the site of the works or at the business premises of the Contractor. The format of the letters, invoices etc., will be determined and agreed at the first site meeting.

C3.5.11 Key personnel

The Contractor is deemed to have, in making his offer, all key personnel available as declared on the Schedule of Key Staff Experience to perform the works entirely in the contracted time and cost. The Employer's Agent and his duly appointed representative will be the key contacts on site.

3.5.12 Management meetings

Monthly Progress Meetings shall be held with the first meeting called the site handover meeting. The Contractor will be supplied with an appropriate agenda for the progress meetings and the meetings shall be chaired by the Employer's Agent or his duly appointed representative. The Contractor shall arrange for his Contracts Manager and Site Agent to attend these meetings. The Employer's Agent or his duly appointed representative shall be responsible for issuing of the minutes.

C3.5.13 Forms for contract administration

The Contract will be managed by, but is not limited to, site instructions, letters, site correspondence, minutes of meetings and functionality forms signed by the Employer's Agent or his duly appointed representative. The Contractor shall prepare, and submit with each monthly statement for payment, the following updated returns, where applicable:

Updated progress report and cash flow

C3.5.14 Electronic payments

The Contractor shall provide his banking details to enable electronic payments to be made; such payments shall be at the direction of the municipality's procurement policy.

C3.5.15 Daily records

A Daily Site Diary shall be used by the Contractor for recording day by day the state of the weather, the work done each day and full details of any circumstance which may affect the progress of the works. One original sheet and two copies shall be used for each day. The original sheet of each set of 3 pages will be retained by the Employer's Agent or his representative. The Contractor may remove the second sheet but the third sheet shall be retained on the site until completion of the works, when it shall be handed over to the Employer's Agent.

C3.5.16 Reporting

The Contractor shall submit a monthly progress report to the Employer's Agent at least three days before each monthly site meeting and the report shall provide the following details:

- a) A summary of progress on site over the month preceding the site meeting as a detailed narrative to the contract programme.
- b) Those activities which are running late in terms of the accepted programme and the Contractor's proposed actions to redress the situation.
- c) All plant, labour and materials utilised

C3.5.17 Payment certificates

The monthly payment certificate to be submitted by the Contractor in terms of the General Conditions shall be prepared by the Contractor at his own cost, strictly in accordance with the standard payment certificate prescribed by the Employer's Agent, in digital electronic computer format. The Contractor shall, together with a copy of the digital electronic computer file of the statement, submit two (2) A4 size paper copies of the statement.

For the purposes of the payment certificate, the Contractor shall subsequently be responsible, at his own cost, for making such adjustments to his statement as may be required by the Employer's Agent for the purposes of accurately reflecting the actual quantities and amounts which the Employer's Agent deems to be due and payable to the Contractor in the payment certificate.

The Contractor shall, at his own cost, make the said adjustments to the statement and return it to the Employer's Agent within three (3) normal working days from the date on which the Employer's Agent communicated to the Contractor the adjustments required. The Contractor shall submit to the Employer's Agent five (5) sets of A4 size paper copies of such adjusted statement, together with a copy of the electronic digital computer file thereof and tax invoice before the 20th of each month.

Any delay by the Contractor in making the said adjustments and submitting to the Employer's Agent the requisite copies of the adjusted statement for the purposes of the Employer's Agent's payment certificate will be added to the times allowed to the Employer's Agent in terms of the General Conditions to submit the signed payment certificate to the Employer and the Contractor and shall also be added to the period in which the Employer is required to make payment to the Contractor. Payment for particular items scheduled shall conform to the applicable payment clauses of the Pricing Data, Project Specifications and the Particular Specifications.

Where retention money is applicable to a Contract, the retention money shall be deducted on the invoice from the total amount for work done and then the Value Added Tax (VAT) added to calculate the total amount payable on the invoice. If penalties are payable, they will be deducted prior to the addition of VAT but after the calculation of retention.

C3.5.18 As Built Data

The Contractor will be given a complete set of prints of the drawings upon which he shall, as the work progresses, record all amendments to and deviations from the drawings as issued to him at the start of the contract and the actual positions and levels of all the works shall be accurately determined and recorded on these as-built drawings.

C3.5.19 Finishing and Tidying

As the works proceed the work areas shall be progressively and systematically finished off and tidied. Spoil, rubble and other materials shall not be allowed to accumulate.

C3.5.20 Occupational Health and Safety Act

In terms of the provisions of Section 37(2) of the Occupational Health and Safety Act, Act No. 85 of 1993 (the Act) the Contractor as an employer in its own right and in its capacity as principal contractor for the execution of the works, shall have certain obligations and the following arrangement shall apply between the Contractor and the Employer to ensure compliance by the Contractor with the provisions of the Act:

- a) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all relevant provisions of the Act and the Construction regulations 2014 promulgated in terms of the Act, and
- b) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed by the Act and the Construction regulations 2014 shall be fully complied with, and
- c) The Contractor shall be obliged to report forthwith to the Employer any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act or Construction regulations 2014 pursuant to work performed on behalf of the Employer, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge, and
- d) The Contractor shall when called upon to do so, enter into and execute an agreement as provided for under Section 37(2) of the Act. The agreement in the relevant form shall be submitted to the Employer together with a letter of good standing from the Compensation Commissioner within fourteen days after receipt of the Letter of Acceptance. The site will not be handed over to the Contractor until the Employer has received the completed Agreement and the letter of good standing.

C3.5.21 Accommodation of Traffic

It is a condition of this contract that traffic is accommodated, and all signage for roadworks is provided, in accordance with the Drawings and the requirements of Volume 2 Chapter 13 of the June 1999 edition of the South African Road Signs Manual.

C3.5.22 Safety

The Contractor shall be responsible for the safety and security of his personnel, materials on site and the works in general at all times. The Contractor shall therefore acquaint himself with the current situation in the areas (by liaising with the local police if necessary), and shall provide all security measures, including the employment of accredited security services, as he deems necessary to comply with the requirements of this clause.

The Contractor shall ensure that the general public is at all times protected from the works, and that all works areas are properly fenced off so that the general public is prevented from gaining access to the works areas. Where the normal use by the public of, and access to roadways and all other public areas is not available due to the construction works, adequate notices and signage of such temporary closures and alternative routes shall be provided.

C3.5.23 Environmental Care

The Contractor shall refer to the Project Specification PEM

The Contractor's attention is drawn to the environmentally sensitive nature of the site. It is the specific requirement of this Contract that the Contractor shall at all times adhere strictly to the Environmental Management Plan that forms part of the project specification.

C3.5.24 Employment of Local Labour

It is the intention that this contract should make the maximum possible use of the local labour force which is at present underemployed. To this end it will be expected of the contractor to limit the use of non-local employees to key personnel only and to employ and train (where applicable) local labour on this contract.

C3.5.25 Community Liaison and Community Relations

In all dealings with the community and works employed from within the community, the contractor shall take due cognizance of the character, culture and circumstances of the community involved and shall at all time use his best endeavours to avoid the development of disputes and to foster a spirit of cooperation and harmony towards the project.

The contractor shall at all times, keep the Employer's Agent fully informed on all matters affecting the contractor and the community, and shall attend all community meetings relating to the project as may be reasonably required by the Employer's Agent. All matters concerning the community shall be discussed and where possible, resolved at such meetings.

Where any resolution of a community meeting shall be contrary to the terms and provisions of the Contract, the Contractor shall not give effect there-to without a prior written instruction from the Employer's Agent.

C3.5.26 Community Liaison Officer

Where applicable, the Employer will identify a Liaison Officer (CLO) to facilitate communication between the Contractor and themselves. All decisions regarding local labour, local problems and any other matters of local importance related to the Contract will be made in consultation with the CLO.

C3.6 Annexures

No	Description
	<p>Works Specifications: (Tenderer to obtain own copy)</p> <p>SABS 1200 A : General (1986)</p> <p>SABS 1200 C : Site clearance (1982)</p> <p>SABS 1200 D : Earthworks (1988)</p> <p>SABS 1200 DB : Earthworks (pipe trenches) (1989)</p> <p>SABS 1200 DM : Earthworks (roads, subgrade) (1981)</p> <p>SABS 1200 LB : Bedding (pipes) (1983)</p> <p>SABS 1200 LC : Cable ducts (1981)</p>
1	<p>Particular Specifications</p> <p>PS-HS OCCUPATIONAL HEALTH AND SAFETY</p> <p>PS-LI LABOUR INTENSIVE SPECIFICATION</p> <p>PS-EM ENVIRONMENTAL MANAGEMENT</p>
2	<p>Variations and additions to the Standardised Specifications</p> <p>Project Technical Specification</p> <p>Infrastructure Procurement and Delivery Management Policy (Tenderers to obtain own copy)</p> <p>Preferential Procurement Policy (Tenderers to obtain own copy)</p>

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C3.6.1 PARTICULAR SPECIFICATIONS

PARTICULAR SPECIFICATION: PHS - OCCUPATIONAL HEALTH AND SAFETY

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PHS 1. INTRODUCTION

The Occupational Health and Safety Act 1993 (Act No. 85 of 1993) together with its applicable Regulations ("the OH&S Act") forms part of the Health and Safety Regulations. Any word or expression to which a meaning has been assigned in the OH&S Act, shall have the meaning so assigned to it unless otherwise indicated. The Principal Contractor must comply with all the relevant requirements of the OH&S Act which aims to minimise Health and Safety hazards on projects.

In terms of the Construction Regulation 4(1) (a) of the OH&S Act, the MUNICIPALITY, as the Client, is required to compile an Occupational Health & Safety Specification for all projects.

The purpose of this specification is to ensure that Principal Contractors entering into a Contract with the MUNICIPALITY maintains an acceptable level of OH&S performance. The OH&S Specification forms an integral part of the Contract and Principal Contractors shall ensure that their contractors and/or suppliers comply with this Specification.

Compliance with the OH&S specification does not absolve the Principal Contractor from adhering to the legal requirements with regards to health & safety of his employees and mandataries.

The Principal Contractor must give the required notice to the Provincial Department of Labour before commencement of any construction work.

This notice shall include the information as set out in Form A to this Specification and shall be signed by both Principal Contractor and Client.

PHS 2. GENERAL

This specification covers health and safety matters applicable during construction.

The Contractor shall comply with the Occupational Health and Safety Act (Act No. 85 of 1993) (OHS Act) and in particular with its Construction Regulations, 2014.

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

It should be noted that, with a few exceptions, the Standard Specifications and the Project Specifications are "end product specifications" and not "method specifications". As the methods of construction to be used are generally determined by the Contractor detailed safety requirements applicable to all the operations to be carried out on Site are not provided in the project documentation. The Contractor shall apply all the relevant safety regulations and requirements to the work methods and materials used.

PHS 3. SCOPE OF THE WORK

The temporary and permanent Works required under this Contract are described in Part C3, Scope of Work of the contract document

The Contractor, in complying with the OHS Act and the Construction Regulations, shall consider all aspects of the Works described and take into account the construction methods and materials to be used.

Although particular attention must be given to the Employers identified risks or hazards, the Principal Contractor must provide for all other relevant items in his health and safety plans submitted.

The Principal Contractor must ensure current registration and good standing with the Compensation Commissioner. Evidence to this effect must be submitted to the Client.

The Principal Contractor must submit in writing the name and experience of the full-time competent employee it intends to employ to supervise construction work.

It is the responsibility of the Principal Contractor and his Contractors to provide for all expenditure related to the management of the OH&S Act.

PHS 4. EXISTING SITE CONDITIONS

The contractor shall take into account inter-alia, the following conditions in complying with the OH&S Act.

Existing Services
Traffic accommodation requirements
Surrounding land-use
Anticipated weather conditions

The existing conditions are described in Part C3, Scope of Work of the contract document.

PHS 5. DESIGN INFORMATION

Design information applicable to safety planning is provided in Part C3, Scope of Work of the contract document. Should the Contractor require any further design information in order to prepare the Safety Plan this information will be provided by the Employer's Agent upon receipt of written requests from the Contractor.

PHS 6. CONSTRUCTION MATERIALS

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

All materials contained in pressurised containers.

Bitumen and tar products
Cement
Epoxies
Lime and other stabilizing agents
Paints
Timber preservations

The materials to be used to construct the Works are described in Part C2, Bills of Quantities, and Part C3, Scope of Work of the contract document.

The Contractor shall take appropriate measures to manage the risks associated with the use of all the materials required to complete the Works, i.e. not only those listed above, and shall, inter alia, implement all the precautionary measures provided by manufacturers and suppliers for the storage, use and application of materials used.

PHS 7. SITE ACCESS & ENVIRONMENTAL CONDITIONS

The Contractor must take note of the requirements regarding the control of access for deliveries, vehicular and pedestrian routes to site. The Contractor must comply with all safety, environmental and other relevant conditions and requirements on the Project.

PHS 8. USE OF SITE BY THE EMPLOYER

The Contractor must comply with any continued use of the site by the Employer to maintain traffic flows, stormwater routes or to allow work to be done by other contractors or authorities.

PHS 9. WAYLEAVES

The Contractor shall be responsible for obtaining all wayleaves, permissions or permits applicable to working near any existing services or other infrastructure on Site and shall abide by the safety conditions imposed by such wayleaves, permissions or permits.

PHS10. REPORTING OF INCIDENTS

All incidents shall be reported strictly in accordance with the requirements of the OH&S Act and the General Conditions of Contract.

PHS 11. MEASUREMENT AND PAYMENT

A separate payment item for the requirements in terms of the OH&S Act is allowed for in the Bill of Quantities. The Contractor must allow for all necessary costs involved in complying with the OH&S Act (Act No. 85 of 1993) and in particular with its Construction Regulations (2014) under this item.

PHS 12. HEALTH AND SAFETY PLAN

In compliance with the Construction Regulations the Contractor shall, after performing a risk assessment, prepare a health and safety plan to be submitted for the approval to the Employer.

The Health and Safety Plan shall include, but not be limited to, the following:

The safety management structure including the names of all designated persons such as the construction supervisor and any other competent persons;

Safety method statement and procedures to be adopted to ensure compliance with the OH&S Act. Aspects to be dealt with shall include:

Public vehicular and pedestrian traffic accommodation measures;

Control of the movement of construction vehicles;

The storage and use of materials;

The use of tools, vehicles and plant;

Temporary support structures;

Dealing with working at height;

The use of batch plant;

Excavation work;

Demolition work;

Security, access control and the exclusion of unauthorised persons.

The provision and use of temporary services.

Compliance with wayleaves, permissions and permits.

Safety equipment, devices and clothing to be employed.

Emergency procedures;

Provision of welfare facilities;

Induction and training;

Provision and maintenance of the health and safety file and or other documentation;

Arrangements for monitoring and review to ensure compliance with the safety plan.

PHS 13. SAFETY AUDITS BY EMPLOYER

The Contractor shall permit the Employer to regularly audit, at an agreed interval, the implementation and maintenance of the approved Health and Safety Plan and shall co-operate and provide all the required documentation, as may be required, in this regard.

PHS 14. VARIATIONS

Should any variations be ordered or design amendments issued, the Employer's Agent shall inform the Contractor of all the associated potential hazards to ensure that the health and safety aspects of the work ordered are taken into account.

PHS 15. ITEMS REQUIRING PARTICULAR ATTENTION

PHS15.1 Traffic

Safe, normal traffic movement must be accommodated on the road during construction. Access to properties must be maintained at all times.

PHS15.2 Pedestrian Safety

The contractor's machine operators must be made aware of the dangers the plant poses to pedestrians. Special care must be taken when reversing or manoeuvring in confined spaces. Where deemed necessary, flagmen may have to be deployed with plant.

PHS15.3 Demolition Work

Where the Employer's Agent instructs the Contractor to demolish existing structures, the demolition work shall be carried out under the supervision of a competent person. The structural integrity of the structure must be checked to prevent premature collapse.

PHS15.4 Dust

Construction work will take place within the vicinity of residential dwellings. The contractor must limit dust nuisance by covering or wetting loose material which can be blown around by wind.

PHS15.5 Formwork and support work

All formwork and support work operations are carried out under the supervision of a competent person who has been appointed in writing for that purpose.

PHS 16. THE PRINCIPAL CONTRACTOR'S SPECIFIC DUTIES WITH REGARD TO HAZARDOUS WORK OR ACTIVITIES

The following hazardous work or activities are identified in terms of the Construction Regulation 2014 and it is the duty of the Principal Contractor to ensure that the said work and activities are carried out in terms of the relevant sub-regulations of this Regulation or other applicable regulations.

Hazardous Work or Activity	Applicable Sub-Regulations of the Construction Regulation 2014	Other Applicable Regulations
Excavation	11	Precautionary measures as stipulated for confined spaces under the general Safety Regulations published under Government Notice R1031 of 30 May 1986, as amended.
Construction vehicles	21	
Use and temporary storage of flammable liquids on construction sites	23	Applicable provisions as stipulated in the General Safety Regulations published under Government Notice R1031 of 30 May 1986, as amended.
Housekeeping on construction sites	25	Applicable provisions as stipulated in the General Safety Regulation published under Government Notice R1031 of 30 May 1986, as amended.
Stacking and storage on construction sites	26	Applicable provision as stipulated in the General Safety Regulation published under Government Notice R1031 of 30 May 1986, as amended.
Fire precaution on construction sites	27	Applicable provisions as stipulated in the Environmental Regulations for workplaces published under Government Notice R2281 of 16 October 1987, as amended.

PHS 17. RISK ASSESSMENTS

Risk assessments that are to be carried out for work to be executed under this contract may include but shall not be limited to the following:

Clearing & Grubbing of the Area/Site
Site Establishment including:
Office/s
Secure/safe storage for materials, plant & equipment
Ablutions
Sheltered eating area
Maintenance workshop
Vehicle access to site

Dealing with existing structures
Location of existing services
Installation and maintenance of temporary construction electrical supply, lighting and equipment
Adjacent land uses/surrounding property exposures
Boundary and access control/Public Liability Exposures (NB: The Employer is also responsible for the OH&S of non-employees affected by his/her work activities).
Health risks arising from neighbouring as well as own activities and from the environment e.g. threats by dogs, bees, snakes, lightning, etc.
Exposure to noise
Exposure to vibration
Protection against dehydration and heat exhaustion
Protection from wet and cold conditions
Dealing with HIV/Aids and other diseases
Use of Portable Electrical Equipment including
Angle grinder
Electrical drilling machine
Skill saw
Excavations including
Ground/soil conditions
Trenching
Shoring
Drainage of trench
Welding including
Arc Welding
Gas Welding
Flame cutting
Use of LP gas torches and appliances

Loading & offloading of trucks
Driving & operation of construction vehicles and mobile plant including
Trenching machine
Excavator
Roller
Plate compactor
Front end loader
Mobile cranes and the ancillary lifting tackle
Parking of vehicles & mobile plant
Towing of vehicles & mobile plant

Use and storage of flammable liquids and other hazardous substances
Layering and bedding
Installation of pipes in trenches
Pressure testing of pipelines
Backfilling of trenches
Protection against flooding
Protection from overhead power lines
As discovered by the Principal Contractor's hazard identification exercise
As discovered from any inspections and audits conducted by the Client or by the Principal Contractor or any other Contractor on site.
As discovered from any accident/incident investigation.

**OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION
FORM 1 –NOTIFICATION OF CONSTRUCTION WORK**

Details of Principal Contractor

Name:

Postal Address:

Tel No.

Fax No:

Contractor's contact person

Compensation registration number:

Details of Employer

Name

Postal address

Tel No.

Fax No:

Client's contact person:

Details of Employer's Agent

Name

Postal address

Tel No.

Fax No:

Contact person:

1.4 Details of Project

Name and telephone number of the site contract person

Physical address of the construction site or site office

Nature of the construction work: Expected commencement date

Expected completion date

Estimated maximum number of persons on the construction site

Planned number of subcontractors on the construction site

Principal Contractor.

Client

Date: Date:

THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR PRIOR TO
COMMENCEMENT OF WORK ON SITE

PS-EM: PARTICULAR SPECIFICATION - ENVIRONMENTAL MANAGEMENT

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APPENDIX A	EMP CHECKLIST
APPENDIX B	METHOD STATEMENTS

1. SCOPE

This Specification covers the requirements for controlling the impact of construction activities on the environment. The general principles contained within the Specification EM shall apply to all construction activities where it is necessary to impose controls on the extent to which the construction activities impact on the environment. Interpretations and variations of this Specification are set out in the Specification Data.

2. INTERPRETATIONS

2.1 Supporting specifications

Where this Specification is required for a project the following specifications shall, inter alia, form part of the Contract Document.

- (a) Project Specification;
- (b) SANS 1200 A or SANS 1200 AA, as applicable;

2.2 Definitions.

For the purposes of this Specification the definitions and abbreviations given in the applicable specifications listed in 2.1 and the following definitions and abbreviations shall apply:

Environment means the surroundings within which humans exist and that are made up of -

- i) the land, water and atmosphere of the earth;
- ii) micro-organisms, plant and animal life;
- iii) any part or combination of i) and ii) and the interrelationships among and between them; and
- iv) the physical, chemical, aesthetic and cultural properties and conditions of the foregoing that influence human health and well-being.

Potentially hazardous substance is a substance which, in the reasonable opinion of the Employer's Agent, can have a deleterious effect on the environment.

Method Statement is a written submission by the Contractor to the Employer's Agent in response to the Specification or a request by the Employer's Agent, setting out the plant, materials, labour and method the Contractor proposes using to carry out an activity, identified by the relevant specification or the Employer's Agent when requesting the Method Statement, in such detail that the Employer's Agent is enabled to assess whether the Contractor's proposal is in accordance with the Specifications and/or will produce results in accordance with the Specifications.

The Method Statement shall cover applicable details with regard to:

construction procedures,
materials and equipment to be used,
getting the equipment to and from site,
how the equipment/ material will be moved while on site,
how and where material will be stored,
the containment (or action to be taken if containment is not possible) of leaks or spills of any liquid or material that may occur,
timing and location of activities,
compliance/ non-compliance with the Specifications,
any other information deemed necessary by the Employer's Agent.

Reasonable means, unless the context indicates otherwise, reasonable in the opinion of the Employer's Agent after he has consulted with a person, not an employee of the Employer, suitably experienced in "environmental implementation plans" and "environmental management plans" (both as defined in the National Environmental Management Act, No 107 of 1998).

Solid waste means all solid waste, including construction debris, chemical waste, excess cement/ concrete, wrapping materials, timber, tins and cans, drums, wire, nails, food and domestic waste (e.g. plastic packets and wrappers).

Contaminated water means water contaminated by the Contractor's activities, e.g. concrete water and runoff from plant/ personnel wash areas.

3. MATERIALS

3.1 Materials handling, use and storage

The Contractor shall ensure that any delivery drivers are informed of all procedures and restrictions (including "no go" areas) required to comply with the Specifications. The Contractor shall ensure that these delivery drivers are supervised during off loading, by someone with an adequate understanding of the requirements of the Specifications.

Materials shall be appropriately secured to ensure safe passage between destinations. Loads including, but not limited to sand, stone chip, fine vegetation, refuse, paper and cement, shall have appropriate cover to prevent them spilling from the vehicle during transit. The Contractor shall be responsible for any clean-up resulting from the failure by his employees or suppliers to properly secure transported materials.

All manufactured and/ or imported material shall be stored within the Contractor's camp, and, if so required by the Project Specification, out of the rain. All lay down areas outside of the construction camp shall be subject to the Employer's Agent's approval.

3.2 Hazardous substances

Hazardous chemical substances (as defined in the Regulations for Hazardous Chemical Substances) used during construction shall be stored in secondary containers. The relevant Material Safety Data Sheets (MSDS) shall be available on Site. Procedures detailed in the MSDS shall be followed in the event of an emergency situation.

If potentially hazardous substances are to be stored on site, the Contractor shall provide a Method Statement detailing the substances/ materials to be used, together with the storage, handling and disposal procedures of the materials.

4. PLANT

4.1 Fuel (petrol and diesel) and oil

Fuels to be stored on site shall be stored in a depot at a location as agreed upon by the Employer's Agent. The Contractor shall ensure that all liquid fuels (petrol and diesel) are stored in tanks with lids, which are kept firmly shut. The tanks shall be situated on a smooth impermeable (plastic or concrete) base with an earth bund. The impermeable lining shall extend to the crest of the bund and the volume inside the bund shall be 1,5 x the total capacity of the storage tanks. The floor of the bund shall be sloped towards an oil trap or sump to enable any spilled fuel and/or fuel-soaked water to be removed. An Enretech or similar product approved by the Employer's Agent shall be installed in the sump to reduce the risk of fuel spills due to the sump filling up with rainwater.

The Contractor shall keep fuel under lock and key at all times.

Where possible, the Contractor shall ensure that refuelling of vehicles take place only at the fuel storage area. Where this is not possible, the Contractor shall notify the Employer's Agent to get his approval of the refuelling method to be used. The surface under the refuelling, area shall be protected against pollution to the satisfaction of the Employer's Agent prior to any refuelling activities. Enretech or similar products approved by the Employer's Agent shall be present during any refuelling or maintenance activities. Refuelling shall be carried out by means of pumps, rather than funnels.

4.2 Ablution facilities

The location of a sufficient number of temporary toilets shall be as approved by the Employer's Agent prior to establishment. The Contractor shall provide the toilets and shall be responsible for their maintenance and servicing on a daily basis. The Contractor shall ensure that no spillage occurs when the toilets are cleaned or emptied and that the contents are properly stored and removed from Site. Discharge of waste from toilets into the environment is strictly prohibited. Burial of waste from toilets on Site is strictly prohibited. The toilets shall be maintained in a clean state.

Performing ablutions anywhere other than in toilets is strictly prohibited. Leaking toilets shall be repaired immediately or removed from Site.

4.3 Eating areas

The Contractor shall designate eating areas, subject to the approval of the Employer's Agent. These shall be clearly demarcated. The feeding, or leaving of food for animals is strictly prohibited. Sufficient bins as specified in Section 4.4 of this Specification shall be present in this area.

Any cooking on Site shall be done on well-maintained gas cookers with fire extinguishers present.

4.4 Solid waste management

No on-site burying or dumping of any waste materials, vegetation, litter or refuse shall occur. The Contractor shall provide vermin and weatherproof bins with lids of sufficient number and capacity to store the solid waste produced on a daily basis. The lids shall be kept firmly on the bins at all times. Bins shall not be allowed to become overfull and shall be emptied at least once a day. Waste from bins may be temporarily stored on Site in a central waste area that is weatherproof and scavenger-proof, and which the Employer's Agent has approved.

All solid waste shall be disposed of off-site at an approved landfill site. The Contractor shall supply the Employer's Agent with a certificate of disposal.

4.5 Contaminated water

Potential pollutants of any kind and in any form shall be kept, stored, and used in such a manner that any escape can be contained and the water table not endangered. Water containing such pollutants as cements, concrete, lime, chemicals and fuels shall be discharged into a conservancy tank for removal from the site. This particularly applies to water emanating from concrete batching plants and concrete swills, and to runoff from fuel depots/workshops/truck washing areas. Wash down areas shall be placed and constructed in such a manner so as to ensure that the surrounding areas are not polluted. The Contractor shall notify the Employer's Agent immediately of any pollution incidents on Site.

4.6 Site structures

All site establishment components (as well as equipment), shall be positioned to limit visual intrusion on neighbours and the size of area disturbed. The type and colour of roofing and cladding materials to the Contractor's temporary structures shall be selected to reduce reflection.

4.7 Lights

The Contractor shall ensure that any lighting installed on the site for his activities does not interfere with road traffic or cause a reasonably avoidable disturbance to the surrounding community or other users of the area.

4.8 Workshop, equipment maintenance and storage

Where practical, all maintenance of equipment and vehicles shall be performed off-site. If it is necessary to do maintenance on site, the Contractor shall obtain the approval of the Employer's Agent prior to commencing activities.

The Contractor shall ensure that where he carries out emergency plant maintenance, there is no contamination of the soil or vegetation. When servicing equipment, drip trays shall be used to collect the waste oil and other lubricants. Drip trays shall also be provided in construction areas for stationary plant (such as compressors) and for "parked" plant (such as scrapers, loaders, vehicles).

All vehicles and equipment shall be kept in good working order and serviced regularly. Leaking equipment shall be repaired immediately or removed from the Site.

The washing of equipment shall be restricted to urgent or preventative maintenance requirements only. The use of detergents for washing shall be restricted to low phosphate/ nitrate and low sudsing-type detergents.

4.9 Noise

The Contractor shall limit noise levels (e.g. install and maintain silencers on machinery). The provisions of SANS 1200A Subclause 4.1 regarding "built-up areas" shall apply to all areas within audible distance of residents whether in urban, peri-urban or rural areas.

Appropriate directional and intensity settings are to be maintained on all hooters and sirens.

No amplified music shall be allowed on Site. The use of radios, tape recorders, compact disc players, television sets etc shall not be permitted unless the volume is kept sufficiently low as to avoid any intrusion on members of the public within range. The Contractor shall not use sound amplification equipment on Site unless in emergency situations.

Construction activities generating output levels of 85 dB (A) or more, in residential areas, shall be confined to the hours 08h00 to 17h00 Mondays to Fridays.

5. CONSTRUCTION

5.1 Method Statements

Any Method Statement required by the Employer's Agent or the Project Specification shall be produced within 14 days of receipt of the letter of acceptance. The Contractor shall not commence the activity until the Method Statement has been approved and shall, except in the case of emergency activities, allow a period of two weeks for approval of the Method Statement by the Employer's Agent. Such approval shall not unreasonably be withheld.

The Employer's Agent may require changes to a Method Statement if the proposal does not comply with the specification or if, in the reasonable opinion of the Employer's Agent, the proposal may result in, or carries a greater than reasonable risk of, damage to the environment in excess of that permitted by the Specifications.

In addition to the above, emergency construction method statements may be required within 24 hours of work commencing on activities that are harmful to the environment. In exceptional circumstances, changes may be made to construction method statements once construction has commenced, only if these changes are agreed upon in writing by the Employer's Agent before they are implemented.

Method statements required are listed below :

Layout and preparation of the construction camp/temporary site office;

Method of concrete batching and management of waste water from such activities;

The method in which all plant on Site (including drilling equipment) will be serviced and operated to ensure that minimal oil, fuel or grease enters the environment;

The method, in which fuel will be stored, transported on Site and how refuelling of plant will take place.

The method, in which the temporary demarcation fence will be constructed.

The method, in which access to and from the area of operation will be arranged.

Approved Method Statements shall be readily available on the site and shall be communicated to all relevant personnel.

The Contractor shall carry out the Works in accordance with the approved Method Statement. Approval of the Method Statement shall not absolve the Contractor from any of his obligations or responsibilities in terms of the Contract.

5.2 Environmental awareness training

The Contractor and all his site management staff, including foremen, shall attend an environmental awareness-training course presented by the Employer's Agent. The course will be of a one-hour duration and will be held within the first week from the Commencement Date. The Contractor shall liaise with the Employer's Agent prior to the Commencement Date to fix a date and venue for the course. The Contractor shall be responsible for the cost, organisation of the venue and for ensuring that the above persons attend the course. All time related costs and cost related to the organisation of the venue should be at the contractor's cost.

The Contractor shall be responsible for ensuring that the information presented at the course, along with the requirements of the EMP, are presented to the rest of his staff, including all labour and mechanical staff as well as to sub-contractors and their staff. During construction, if new personnel come onto Site, the Contractor shall be responsible for providing awareness training and thus ensuring that these personnel are aware of the environmental specifications on Site. If the Employer's Agent has reason to believe that this has not been done satisfactorily, the Employer's Agent, at the Contractor's cost, may arrange for an awareness-training course for these personnel.

5.3 Contractor's Environmental Representative

The Contractor shall appoint an Environmental Representative who shall be responsible for undertaking a daily site inspection to monitor compliance with this Specification and the relevant Project Specification. The Contractor shall forward the name of the Environmental Representative to the Employer's Agent for his approval seven days prior to the date of the environmental awareness training course. The Contractor's Environmental Representative shall complete daily Site Inspection Forms and these shall be submitted to the Employer's Agent once a week.

5.4 Site division

The Contractor shall restrict all his activities, materials, equipment and personnel to within the area specified.

A Method Statement detailing the layout and method of establishment of the construction camp (including all buildings, hostels, offices, lay down yards, vehicle wash areas, fuel storage areas, batching areas and other infrastructure required for the running of the project) shall be provided.

5.5 Site demarcation

As required by the Project Specification, the Contractor shall erect and maintain permanent and/ or temporary fences of the type and in the locations directed by the Employer's Agent. Such fences shall, if so specified, be erected before undertaking designated activities.

5.6 "No go" areas

If so required by the Project Specification, certain areas shall be "no go" areas. The Contractor shall ensure that, insofar as he has the authority, no person, machinery, equipment or material enters the "no go" areas at any time.

5.7 Access routes/ haul roads

On the Site, and, if so required by the Project Specification, within such distance of the Site as may be stated, the Contractor shall control the movement of all vehicles and plant including that of his suppliers so that they remain on designated routes, are distributed so as not to cause an undue concentration of traffic and that all relevant laws are complied with. In addition such vehicles and plant shall be so routed and operated as to minimise disruption to regular users of the routes not on the Site. On gravel or earth roads on Site and within 500m of the Site, the vehicles of the Contractor and his suppliers shall not exceed a speed of 45 km/hr.

5.8 Construction personnel information posters

As required by the Project Specification, the Contractor shall erect and maintain information posters for the information of his employees depicting actions to be taken to ensure compliance with aspects of the Specifications. Such posters shall be erected at the eating areas and any other locations specified by the Employer's Agent.

5.9 Fire control

No fires may be lit on site. Any fires, which occur, shall be reported to the Employer's Agent immediately. Smoking shall not be permitted in those areas where it is a fire hazard. Such areas shall include the workshop and fuel storage areas and any areas where the vegetation or other material is such as to make liable the rapid spread of an initial flame. In terms of the Atmospheric Pollution Prevention Act, burning is not permitted as a disposal method.

The Contractor shall appoint a Fire Officer who shall be responsible for ensuring immediate and appropriate actions in the event of a fire and shall ensure that employees are aware of the procedure to be followed. The Contractor shall forward the name of the Fire Officer to the Employer's Agent for his approval.

The Contractor shall ensure that there is basic fire-fighting equipment available on Site at all times. This shall include at least rubber beaters when working in urban open spaces and fynbos areas, and at least one fire extinguisher of the appropriate type when welding or other "hot" activities are undertaken.

5.10 Emergency procedures

The Contractor shall submit Method Statements covering the procedures for the following emergencies:

i) Fire

The Contractor shall advise the relevant authority of a fire as soon as one starts and shall not wait until he can no longer control it. The Contractor shall ensure that his employees are aware of the procedure to be followed in the event of a fire.

ii) Accidental leaks and spillages

The Contractor shall ensure that his employees are aware of the procedure to be followed for dealing with spills and leaks, which shall include notifying the Employer's Agent and the relevant authorities. The Contractor shall ensure that the necessary materials and equipment for dealing with spills and leaks is available on Site at all times. Treatment and remediation of the spill areas shall be undertaken to the reasonable satisfaction of the Employer's Agent.

In the event of a hydrocarbon spill, the source of the spillage shall be isolated, and the spillage contained. The area shall be cordoned off and secured. The Contractor shall ensure that there is always a supply of absorbent material readily available to absorb/ breakdown and where possible is designed to encapsulate minor hydrocarbon spillage. The quantity of such materials shall be able to handle a minimum of 200 l of hydrocarbon liquid spill.

5.11 Safety

Telephone numbers of emergency services, including the local fire fighting service, shall be posted conspicuously in the Contractor's office near the telephone.

No unauthorised firearms are permitted on Site.

5.12 Community relations

If so required by the Project Specification, the Contractor shall erect and maintain information boards in the position, quantity, design and dimensions specified. Such boards shall include contact details for complaints by members of the public in accordance with details provided by the Employer's Agent.

The Contractor shall keep a "Complaints Register" on Site. The Register shall contain all contact details of the person who made the complaint, and information regarding the complaint itself.

5.13 Protection of natural features

The Contractor shall not deface, paint, damage or mark any natural features (e.g. rock formations) situated in or around the Site for survey or other purposes unless agreed beforehand with the Employer's Agent. Any features affected by the Contractor in contravention of this clause shall be restored/ rehabilitated to the satisfaction of the Employer's Agent.

The Contractor shall not permit his employees to make use of any natural water sources (e.g. springs, streams, open water bodies) for the purposes of swimming, personal washing and the washing of machinery or clothes.

5.14 Protection of flora and fauna

Except to the extent necessary for the carrying out of the Works, flora shall not be removed, damaged or disturbed nor shall any vegetation be planted.

Trapping, poisoning and/ or shooting of animals is strictly forbidden. No domestic pets or livestock are permitted on Site. Where the use of herbicides, pesticides and other poisonous substances has been specified, the Contractor shall submit a Method Statement.

5.15 Erosion and sedimentation control

The Contractor shall take all reasonable measures to limit erosion and sedimentation due to the construction activities and shall, in addition, comply with such detailed measures as may be required by the Project Specification. Where erosion and/or sedimentation, whether on or off the Site, occurs despite the Contractor complying with the foregoing, rectification shall be carried out in accordance with details specified by the Employer's Agent. Where erosion and/or sedimentation occur due to the fault of the Contractor, rectification shall be carried out to the reasonable requirements of the Employer's Agent.

5.16 Aesthetics

The Contractor shall take reasonable measures to ensure that construction activities do not have an unreasonable impact on the aesthetics of the area.

5.17 Recreation

If so required by the Project Specification, the Contractor shall take measures to reduce disruption to recreational users of the area abutting the Site.

5.18 Temporary site closure

If the Site is closed for a period exceeding one week, the Contractor in consultation with the Employer's Agent shall carry out the checklist procedure required by the Project Specification.

6. COMPLIANCE

Environmental management is concerned not only with the final results of the Contractor's operations to carry out the Works but also with the control of how those operations are carried out. Tolerance with respect to environmental matters applies not only to the finished product but also to the standard of the day-to-day operations required to complete the Works.

It is thus required that the Contractor shall comply with the environmental requirements on an ongoing basis and any failure on his part to do so will entitle the Employer's Agent to certify the imposition of a penalty subject to the details set out in 6.1.

6.1 Penalties

Penalties will be issued for certain transgressions. Penalties may be issued per incident at the discretion of the Employer's Agent. Such penalties will be issued in addition to any remedial costs incurred as a result of non-compliance with this Specification. The Employer's Agent will inform the Contractor of the contravention and the amount of the penalty, and shall be entitled to deduct the amount from monies due under the Contract.

Penalties will be as set out in the Specification Data.

7. TESTING

Void

8. MEASUREMENT AND PAYMENT

8.1 General

8.1.1 Basic principles

Except as noted below and in PSEM8 as Scheduled Items, no separate measurement and payment will be made to cover the costs of complying with the provisions of this specification and such costs shall be deemed to be covered by the rates tendered for the items in the Bill of Quantities completed by the Contractor when submitting his tender.

8.1.2 All requirements of the environmental management specification

All work not measured elsewhere, associated with complying with any requirement of the environmental management specification shall be measured as a sum. The tendered rate shall cover any cost associated with complying with the environmental management specification and shall include for all materials, labour and plant required to execute and complete the work as specified, described in the Bill of Quantities or shown on the drawing(s).

8.1.3 Work "required by the Specification Data"

Where a clause in this Specification includes a requirement as "required by the Specification Data", measurement and payment for compliance with that requirement shall be in accordance with the relevant measurement and payment clause of the Specification Data.

8.2 Billed items

8.2.1 Method Statements: Additional work

No separate measurement and payment will be made for the provision of Method Statements but, where the Employer's Agent requires a change on the basis of his opinion that the proposal may result in, or carries a greater than warranted risk of damage to the environment in excess of that warranted by the Specifications, then any additional work required, provided it could not reasonably have been foreseen by an experienced contractor, shall be valued in accordance with the Clause in the General Conditions of Contract dealing with Provisional Sums.

A stated sum is provided in the Bill of Quantities to cover payment for such additional work.

8.2.2 All requirements of the environmental management specification(Unit): Lump Sum

All other work not measured elsewhere, associated with complying with any requirement of the environmental management specification shall be measured as a lump sum. The tendered rate shall cover any cost associated with complying with the environmental management specification and shall include for all materials, labour and plant required to execute and complete the work as specified, described in the Bill of Quantities or shown on the drawing(s).

APPENDIX A

EMP CHECKLIST

The following checklist is specific to this project and incorporates all environmental aspects to be addressed during the construction of the Works.

ENVIRONMENTAL MANAGEMENT PLAN FOR CONSTRUCTION OF...

No	Activity	Management Actions	Timing	Responsible Person To Do	Responsible Person To Check
1.	Compile Method Statements for activities	Method Statements shall be completed for the following activities: Construction facilities and access Access to and around all construction area/s Concrete batching Procedures for chemical storage and emergency procedures for accidents e.g. fuel spills Working on the N2 freeway	Pre-implementation (before on-site activities undertaken)	Contractor	Employer's Agent
2.	Complete Protection of the Environment	Ensure that the contractor signs Appendix C prior to starting construction activities.	Project planning (pre-implementation)	Contractor	Employer's Agent
3	Hold environmental awareness meeting for contractors and labour	Prior to starting construction, hold workshop with contractors and foremen to educate them of all environmental controls necessary to prevent environmental damage.	Pre-implementation	Environmental Control Officer (ECO)	
4.	On-site planning	The Employer's Agent, Contractor and Employer shall visit the site and determine suitable locations for the following: Worker facilities (latrines, lunch breaks etc); Fuel and equipment storage Storing topsoil and subsoil layers Vehicular access and maintenance areas Worker access routes Rubble and spoil storage area Water storage or water piping Subsequent to the visit, these areas shall be demarcated or cordoned off to restrict incursions into adjoining areas.	Pre-implementation	Contractor, Employer's Agent ECO	ECO
5.	Waste management planning	The Contractor shall ensure that construction waste is removed at regular intervals (eg concrete rubble and litter). Rubble and refuse-removal vehicles shall provide adequate covering for refuse and spoil to prevent wind-blown debris and litter from flying off the truck.	Pre-implementation	Contractor	ECO
6.	Use and storage of hazardous chemicals	No storage of chemicals shall be allowed on site.	Throughout construction	Contractor	ECO
7.	Storage and dispensing of fuel (petrol & diesel)	No storage of fuel shall be allowed on site.	Throughout construction	Contractor	ECO
8.	Ablution for construction workers	Secure all portable toilets to the ground to prevent toppling due to wind or hooligans Toilets shall be emptied regularly, preferably before weekends and holidays. Entrances shall be screened from the public. At least 1 toilet per 15 personnel is required.	Throughout construction	Contractor	ECO

No	Activity	Management Actions	Timing	Responsible Person To Do	Responsible Person To Check
9.	Eating areas	Eating areas shall be designated and construction workers shall be requested to restrict eating to these areas. All litter and food must be collected and disposed of into wind-proof bins after each work break. No wood or other open fires are permitted.	Throughout construction	Contractor	ECO
10	Water usage	Leaking hosepipes shall be repaired immediately Polluted water from construction activities shall be containerised and disposed to sewer. The Contractor shall take all reasonable measures to control excessive usage of water.	Construction	Contractor	ECO
11	Vehicle washing and maintenance areas	No washing or maintenance of vehicles shall be allowed on site. In the event that emergency repairs are required, provision shall be made for containment of oils and fluid spills.	Throughout construction	Contractor	ECO
12	Dust control	Place stockpiles where they will cause the least nuisance to local residents Cover all exposed areas with shade cloth and secure shade cloth with weights or dampen with water during windy and dry conditions. This shall be done immediately after exposure or at the end of every day. Restrict vehicle speeds to 20-40km/hr and if necessary surface sand access roads with woodchips.	Throughout construction	Contractor	ECO
13	Vehicular and worker access	Restrict vehicular access to the site to existing tracks. All damage to existing access roads shall be repaired and all costs borne by the Contractor. Within site access and turning areas shall follow a single access route, and be clearly demarcated and adhered to. Worker access to the site shall follow agreed upon routes and shall be monitored.	Throughout construction	Contractor	ECO
14	Operational hours	Restrict all construction activities to normal weekday working hours.	Throughout construction	Contractor	Employer's Agent
15	Equipment	No equipment is to be left accessible to the general public overnight or during weekends.	Construction	Contractor	ECO
16	Dismantling of construction site	All rubble, temporary signage, toilet facilities, structures and fencing, etc. to be removed within one week following cessation of construction activities. Steps to rehabilitate the construction site area shall be implemented within one week following cessation of construction activities.	Construction	Contractor	Employer's Agent ECO

APPENDIX B

METHOD STATEMENTS

Method statements shall be compiled by the successful tenderer for approval by the Employer's Agent. The Contractor shall submit written method statements to the Employer's Agent, as requested in the Project Specification. For the purposes of the environmental specification, a method statement is defined as a written submission by the Contractor to the Employer's Agent setting out the plant, materials, labour and method the Contractor proposes using to carry out an activity, identified by the Employer's Agent when requesting the method statement, in such detail that the Employer's Agent is enabled to assess whether the Contractor's proposal is in accordance with the Specifications and/ or will produce results in accordance with Specifications.

The method statement shall cover applicable details with regard to:

- construction procedures,
- materials and equipment to be used,
- getting the equipment to and from site,
- how the equipment/ material will be moved while on site,
- how and where material will be stored,
- the containment (or action to be taken if containment is not possible) of leaks or spills of any liquid or material that may occur,
- timing and location of activities,
- compliance/ non-compliance with the Specifications, and
- any other information deemed necessary by the Employer's Agent.

The Contractor shall abide by these approved method statements, and an activity covered by a method statement shall not commence until the Employer's Agent has approved of such method. In such cases, the method statement shall be submitted to the Employer's Agent not less than 14 days prior to the intended date of commencement of the activity. The following page provides a pro forma method statement sheet that must be completed by the Contractor for each activity requiring a method statement as specified in the Project Specification or requested by the Employer's Agent.

METHOD STATEMENT

CONTRACT: DATE.....

PROPOSED ACTIVITY (give title of method statement and reference number from the EMP):

WHAT WORK IS TO BE UNDERTAKEN (give a brief description of the works):

WHERE ARE THE WORKS TO BE UNDERTAKEN (where possible, provide an annotated plan and a full description of the extent of the works):

START AND END DATE OF THE WORKS FOR WHICH THE METHOD STATEMENT IS REQUIRED:

Start Date:

End Date:

HOW ARE THE WORKS TO BE UNDERTAKEN (provide as much detail as possible, including annotated maps and plans where possible):

* Note: please attach extra pages if more space is required

DECLARATIONS

1) EMPLOYER'S AGENT

The work described in this Method Statement, if carried out according to the methodology described, is satisfactorily mitigated to prevent avoidable environmental harm:

(signed)

(print name)

Dated: _____

2) PERSON UNDERTAKING THE WORKS

I understand the contents of this Method Statement and the scope of the works required of me. I further understand that this Method Statement may be amended on application to other signatories and that the Employer's Agent will audit my compliance with the contents of this Method Statement

(signed)

(print name)

Dated: _____

3) APPROVING AUTHORITY (i.e. EMPLOYER)

The works described in this Method Statement are approved.

(signed)

(print name)

(designation)

Dated: _____

C3.6.2 VARIATIONS AND ADDITIONS TO STANDARDISED AND PARTICULAR SPECIFICATIONS

PROJECT TECHNICAL SPECIFICATIONS

1.0 General

This part of the specification covers the main items of material and equipment which it will be the Contractor's responsibility to supply and install in accordance with this document and drawings.

Sufficient information is provided to enable the tenderer to accurately price the work. Tenderers must allow for all items, whether specified in detail or not, required to complete the installation in a neat and workmanlike manner.

The detailed specification on the equipment required is given in a tabulated form hereafter. Schedule A of each table gives information affecting and laying down the requirements for the equipment, whilst Schedule B is to be completed by the Tenderer in order to provide guaranties, technical and other particulars of the equipment offered and for acknowledgement of certain requirements. Failure to complete Schedule B could render the tender to be declared non-responsive.

2.0 Material Supplied by Employer

The 11kV cabling shall be supplied by the Municipality at no cost to the Contractor.

The Contractor shall however make allowance on his rates for transportation of the material from the nearest (George and Uniondale) municipal stores to site and handling charges applicable.

3.0 Cabling

ITEM	DESCRIPTION	SCHEDULE A	SCHEDULE B
1.0	General	The extent of 11kV cabling required to be installed or to be replaced or recovered is shown on drawings listed under Clause C4.5: Tender Drawings.	.....
2.0	Type:		
2.1	11kV Cables		
2.1.1	New	3 x cores stranded Aluminium (Al), paper insulated, lead covered, armoured and PVC served (PILCA) Table 17 to 19.	.....
2.1.2	To be replaced or recovered	As per the new 11kV cables or as per the new 11kV cables with stranded copper cores or as per above but XLPE insulated.	.....
3.0	Trenching		
3.1	General	Applicable trench detail drawings are provided on plan layout drawings.	.....
3.2	11kV cables	Minimum 900mm deep, with cables provided with 100mm bedding and 300mm of backfill soft material recovered from excavated material. Regular backfill material shall be provided from the 400mm thick bedding and backfill and compacted in layers upto ground surface.	.....

ITEM	DESCRIPTION	SCHEDULE A	SCHEDULE B
3.4	Cables in same trench	MV cables shall be spaced 400mm apart. MV and LV cables shall be spaced 400mm apart. LV cables shall be spaced 100mm apart	.....
3.5	Marker tape	300mm wide x 100 micron PVC marker tape laid at 300mm below ground surface and covering full width of trench.	.....
4.0	Cable terminations:		
4.1	11kV cables	Heatshrink type in full compliance with the recommendations of the Manufacturer of the cable and the termination. RICS boots to be provided for terminations in SF6 insulated RMU or circuit breaker panels.	.....
5.0	Cable joints		
5.1	11kV cables	In full compliance with the recommendations of the Manufacturer of the cable and the through-joint kit.	.....
6.0	Kickerpipes	Galvanised steel kickerpipes, 4000mm long and installed 500mm below ground level shall be provided to protect cable installed against pole. Kickerpipes and cables against poles shall be fixed using stainless steel bandit straps at 1m at intervals.	.....
7.0	Testing and Commissioning	New 11kV cables shall be pressure tested to SABS 97. Test certificates shall be provided in the commissioning report.	.....
8.0	Marking and Labelling	Concrete cable markers shall be provided at cable crossing roads, route changes and at 60m intervals along straight lines showing the number, sizes and direction of cables in trench below the marker. Cable tie single letter labelling systems shall be provided at terminations of all cables indicating the size and designation.	.....
9.0	Standard specification	Handling, installation, testing and commissioning of cables shall further comply with George Municipality requirements SANS 10198 and other relevant SANS and NRS specifications	.....

7.0 Inspection, Testing and Commissioning

The inspection, testing and commissioning shall comply with George Municipality requirements and applicable NRS and SANS specifications.

C4 SITE INFORMATION

C4.1 DESCRIPTION OF THE SITE AND ACCESS

The nature of the work covered in this document is of upgrading and/or replacement nature and thus shall be completed in developed areas which are easily accessible by vehicles via tarred or paved or concrete roads.

C4.2 NATURE OF GROUND AND SUBSOIL CONDITIONS

The ground and subsoil material within areas of proposed work is generally clayey silty and with rock material.

C4.3 WEATHER AND WORKING CONDITIONS

George normally receives about 715mm of rain per year, with rainfall occurring throughout the year. It receives the lowest rainfall (45mm) in June and July and the highest (70mm) in March, April and August. The average temperatures for George range from 13.8°C in July to 20.9°C in February. The region is the coldest in July when the mercury drops to 7.3°C on average during the night.

C4.4 SITE LAYOUT/LOCALITY PLANS

Locality plans are provided on plan layout drawings.

C4.5 TENDER DRAWINGS

The following Employer's Agent Drawings are enclosed in this Document and are applicable to the installation:

<u>Drawing No.</u>	<u>Description</u>
JP-687	Pacaltsdorp: MS Noord: Replacement Of 11kV Cable from MS Noord To SS Watertower: Plan Layout, Schematic Diagram and Details
JP-688	Pacaltsdorp: RS Hoofpad: Replacement of 11kV Cable from RS Hoofpad to SS Dellville Park: Plan Layout, Schematic Diagram and Details
JP-693	George: SS Industria 1: New 11kV Cable from SS Industria to SS George: Plan Layout, Schematic Diagram and Details



CLIENT
BASELINE RISK ASSESSMENT
FOR THE FOR THE 11KV
UNDERGROUND NETWORK
EXTENSION PROJECT


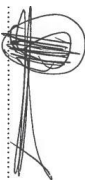
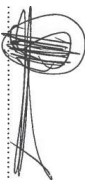
05 March 2024

DOCUMENT CONTROL SHEET

PROJECT NAME : 11KV UNDERGROUND NETWORK EXTENSION PROJECT
DOCUMENT TITLE : CLIENT BASELINE RISK ASSESSMENT FOR THE 11KV UNDERGROUND NETWORK EXTENSION PROJECT
DOCUMENT NUMBER : XAKS-BRA-WC-G-48

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 our internal Procedure for Controlled Documents.

ORIGINAL		Prepared by		Reviewed by		Approved by	
Date:		Name: X Redcliffe		Name: L. Mzamo		Name: L. Mzamo	
06-03-2024		Signature: 		Signature: 		Signature: 	

05 March 2024.

CLIENT: GEORGE MUNICIPALITY

DOCUMENT NAME: CLIENT BASELINE RISK ASSESSMENT

PROJECT NAME: 11KV UNDERGROUND NETWORK EXTENSION PROJECT

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

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Content:

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

CLIENT BASELINE RISK ASSESSMENT

1. Introduction:

This project is for the installation of approximately 3000m of 11Kv underground cable to replace faulty cable at Pacaltsdorp and George Industrial. Specific scope can be verified in the tender.

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:

- a) Unsafe and illegal electrical connections
- b) Lack of trained persons performing the works
- c) Lack or incorrect use of safety equipment whilst performing the tasks
- d) Electric shocks and electrocution
- e) Exposure to known and unknown services
- f) Lack of lockout tag out
- g) Unsafe electrical works and associated risks
- h) Safe Clearance Distances for electrical lines
- i) Public safety risks
- j) Community interaction
- k) Traffic management risks
- l) Excavation risk exposer
- m) Transport of electrical equipment and cable
- n) Public Vehicle interaction on local roads
- o) Inclement weather conditions
- p) Civil works risk exposes
- q) Dust
- r) Noise
- s) Using hand tools
- t) Manual handling & related ergonomic stressors
- u) Lifting and lowering operations
- v) Grinding and cutting operations

3. Baseline Risk Assessment:

The risks identified in this assessment relates to the client's duties, informing the principal contractor of the potential hazards and risks to encounter during the construction. 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, tasks and equipment used in relation to the project scope of works.

No	Processes	Potential Hazards	Risk
1.	Public Health and Safety	construction plant and material on site open excavations	Lacerations, fractures, skin, eye, respiratory impact, falls,
2.	Known/unknown services for water, electricity and sewer	Electrocution, sewer/ water leaks	Shock, burns, death,
3.	Unsafe Electrical work	Unsafe electrical connection exposure	Electrocution, Fatality, damage to property due to fire
4.	Failure to use isolation and Lockout tag out processes	Live energy works	Electrical shocks and electrocution
5.	Unsafe working in existing operational substation	Electricity	Electrocution, Fatality, damage to property due to fire
6.	Working in close proximity of live electrical equipment and overhead cables	Live energy	Severe injuries, electrocution
7.	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.
8.	Stacking & Storage	Moving storage or stacks	Falling objects or machinery- crush injuries
9.	Dust exposure	Construction activities generating dust (Excavations etc)	Respiratory irritation- silica induced illness, poor visibility on site
10.	Noise exposure	Construction activities generating noise	Noise induce hearing loss

No	Processes	Potential Hazards	Risk
11.	Whole Body and hand vibration	Mobile plant operations, using vibrating electrical or mechanical equipment	Whole body Vibration back and muscular strain
12.	Exposure to elements and environment	Sun, wind, temperature, emissions	Skin cancer, heat exhaustion, lung cancer
13.	Removal of wires/cables	Ergonomic hazards Fall risks, drop risks	Strains Serious injuries- multiple persons- death
14.	Mobile plant operations	Mobile plant and truck movement	Accidents
15.	Handling of heavy objects	Unsafe lifting articles and placement of equipment	Serious injuries and amputations
16.	Handling of heavy mechanical and electrical equipment	Unsafe lifting articles And placement of equipment	Serious injuries and amputations
17.	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
18.	Lifting and lowering operations	rigging- movement of equipment	Falling and moving objects or machinery
19.	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
20.	Electrical work	Unsafe electrical exposure	Electrocution, Fatality, damage to property due to fire
21.	Lack of communication	Working with live electrical works Working at heights Working inside a sub-station	Serious injuries
22.	Use of ladder	Collapsing -fall -drop	Severe injury- fatality

No	Processes	Potential Hazards	Risk
23.	Use of chemical substances	Cement-dust, diesel, Paint	HCS-specific illness
24.	Community unrest	Unforeseen unrest from community members	Property damage, project delays
25.	Waste management	Waste accumulation	Construction rubble polluting, illegal dumping, stealing, crime
26.	Crossing roads of working on public works	Vehicle movements	Accidents/fatal

4. Annexure of Acknowledgement

Acknowledgement:	
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



**CONSTRUCTION HEALTH AND SAFETY
SPECIFICATION
FOR THE 11KV UNDERGROUND
NETWORK EXTENSION PROJECT**

05 March 2024

DOCUMENT INFORMATION SHEET

Title of Document : Construction H&S Specification for the 11Kv network extension project
Type of Report : H&S Specification
Prepared for : Tender Documents/Bidders
Date of Issue : 06 March 2024

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DOCUMENT CONTROL SHEET


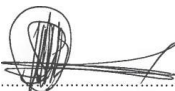
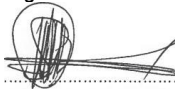
PROJECT NAME : 11KV UNDERGROUND NETWORK EXTENSION PROJECT

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DOCUMENT NUMBER : XAKS-SPEC-WC-G-48

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: 07-03-2024	Name: X Redcliffe 	Name: L. Mzamo 	Name: L. Mzamo 

REVISION CHART

Revision Number	Alteration	Date
1		
2		
3		
4		
5		

THIS DOCUMENT WAS PREPARED BY:

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ANNEXURE A – Acknowledgement of this specification by the Principal Contractor

ANNEXURE B – Client Baseline Risk Assessment and Acknowledgement of such by the Principal Contractor

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. **“Principal Agent/Engineers”** refers to the lead consultants of the project appointed by the client.
4. **“COIDA”** means Compensation for Occupational Injuries and Diseases Act 130 of 1993
5. **“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;
6. **“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;
7. **“construction site”** means the approved construction footprint and grounds where construction work is being performed as part of this contract.
8. **“construction supervisor”** means a competent person responsible for supervising construction activities on a construction site;
9. **“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
10. **“Contractor”** refers to a Contractor of the Principal Contractor or a sub-contractor to such a contractor
11. **“CHSS”** refers to this document, the Construction Health & Safety Specification
12. **“CR”** refers to the Construction Regulations, 2014
13. **“COC”** refers to Certificate of Compliance.
14. **“DSTI”** refers to a documented daily safe task instruction compiled and issued by a contractor and trained to all relevant employees
15. **“excavation work”** means the making of any man-made cavity, trench, pit or depression formed by cutting, digging or scooping;
16. **“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;

17. **“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;
18. **“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;
19. **“fall risk”** means any potential exposure to falling either from, off or into;
20. **“H&S”** refers to Health and Safety
21. **“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.
22. **“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.
23. **“Hot Work”** means any work where there is a fire or explosion risk, including but not limited to all welding, plasma cutting, LPG-or acetylene gas applications, grinding, work with flammable or explosive substances and work with chemicals with the potential of exothermic reactions.
24. **“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.
25. **“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.
26. **“OHSA”** refers to the Occupational Health & Safety Act of 1993
27. **“Principal Contractor”** means an employer who performs construction work for the client and who is appointed by the client.
28. **“Regulations”** refers to the Regulations issued under the Occupational Health & Safety Act.
29. **“S”** refers to a Section in the Occupational Health & Safety Act of 1993.
30. **“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.
31. **“Pr. CHSA”** mean a professional registered construction health and safety agent with the SACPCMP.
32. **“SACPCMP”** means the South African Council for the Project and Construction Management Profession

2. Project Scope of works

1. This project is for the installation of approximately 3000m of 11Kv underground cable to replace faulty cable at Pacaltsdorp and George Industrial. Specific scope can be verified in the tender.

2. A client baseline risk assessment has been conducted identifying all potential risks to be encountered, the contractor is therefore responsible to ensure a detailed contractor baseline risk assessment is undertaken and submitted for approval prior to the construction works starting on site.

3. Introduction to this Construction Health and Safety Specification

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 Pr. CHSA, such as hazard identification and risk assessment action plan or any other form of communication from the client or the Pr. CHSA 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 Pr. CHSA 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 performed on site.
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.

	H&S cost item
1.	Provision of Health Safety Plan
2	Provision for first aider management
3.	Provision for firefighting management
4.	Medical certificates of fitness
5.	Provision for risk-based PPE
6.	Emergency Equipment based on the risk exposure
7.	Waste bins on site and regular removal
8	Barricading of trenches and excavations
9.	Construction signage

8. Construction Works Permit or Notification of Construction Work

Based on the estimated Contract Value, duration of the project as well as estimated Man-hours of this project, it is not envisaged that a Construction Work Permit will be required. Therefore, the Principal Contractor should submit a Notification of Construction Works to the Regional Department of Employment and Labour situated in George. Proof of acknowledgement of receipt of such notice shall be kept on file.

9. Construction Manager

1. The principal contractor shall appoint a competent person as the construction manager with the duty of managing all the construction work on the Site.
2. Proof of competency of the construction manager shall be incorporated in the H&S file; 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
3. 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.
4. 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.
5. The construction manager shall be appointed in writing and each of the tasks below shall be included in the signed letter of appointment.
6. The construction manager and safety officer 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 Pr. CHSA
7. The construction manager shall ensure that the H&S plan is applied from the commencement of and for the duration of the construction work.
8. The construction manager shall ensure that the H&S plan is reviewed and updated as work progresses.
9. 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.
10. The construction manager shall provide contractors and sub-contractors with this CHSS.

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 part time on the construction site and have at least five years working experience as a safety officer working on electrical installation project within the construction industry.
3. The Principal Contractor shall define the duties of the appointed safety officer in the H&S file.

4. 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.

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 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 Pr. CHSA 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.

8. The principal contractor should ensure issue-based project specific risk assessments and method statements for all high risk tasks identified on site:

12. Health & Safety File and Plan

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 background/introduction section taking into consideration the following:
 - I. Project name
 - II. Client details, name of responsible person and the business address
 - III. Principal Contractor, name of responsible person (16.2 appointee) and business address
 - IV. 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.
 - Specific on-site working hours should be stipulated in the H&S plan.

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
6. Safety officer: duty, responsibility, authority, document control
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. Mandatory 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 and hand this to the Agent at the end of the construction work.
2. The consolidated H&S file shall be in hard copy and in USB format.
3. The consolidated file shall include:
 - a. A copy of the approved H&S plan of the principal contractor

- b. 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, H&S plan, Fall Protection, Emergency plan, Storm water management, Traffic management
 - iii. Project Baseline Risk Assessments
 - iv. Designer inspections/assessments and confirmation of conformance
 - v. Monthly Risk & Incident Reports
 - vi. Incidents registers & IOD investigation record
 - vii. COIDA Claim incidents and supporting medical treatment record
 - viii. The completed final register required in the 'Staffing on Site' chapter of this CHSS
 - ix. Monthly H&S performance report
 - x. Monthly H&S audit reports from the Agent and the enjoining corrective action reports
 - xi. Endorsed minutes of H&S Committee meetings
 - xii. Employee lists as required in this CHSS
 - xiii. Records of exit medicals records
- c. A reference record of all drawings, designs and materials used
- d. A reference record of H&S statutory certificates required by the owner; this reference record shall indicate the designated person at the principal contractor, who is responsible for the document and the client-designate to whom the document has been handed.
- e. The comprehensive list of all the contractors on site accountable to the principal contractor, including a list of the agreements between the parties and the type of work being done
- f. An index of all inspections and reference to the inspection registers for the site
- g. A list of all responsible persons appointed in statutory positions for the duration of the project
- h. A list of all occupational injuries and diseases including the name of the injured, the reference number of the Annexure I document and the reference number of the COIDA notification of the injury (if any)
- i. All documents relating to any reportable injury or disease during the construction work, as defined in Section 24 and 25, of the Occupational Health and Safety Act,

14. Induction and H&S Awareness

1. The Principal Contractor should ensure a project specific induction plan is available and that all employees, sub-contractor or stakeholders undergo induction before entering on site.
2. The Principal Contractor shall develop a documented project-specific induction.
3. The contents of the induction programme and method of ensuring that all employees are inducted will be documented in the H&S plan or file
4. 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.
5. 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.
6. 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. 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.

Awareness training of management responsibility on site must be conducted with all management representatives including contractors and sub-contractors.

15. Health and Safety Competency

1. The principal Contractor shall ensure that the H&S plan includes evidence of such competence for every competent person designated to this construction site.
2. Work may only allow to be commenced if there is sufficient evidence of H&S competence for each person designated in the H&S plan; unless otherwise specified in this CHSS and as a minimum, this shall include:
 - a. Proof of training in the OHSA, CR and evidence that a training provider certifies the designated person to be familiar with the OHSA and with the applicable regulations made under the OHSA.
 - b. Proof of competency in the specific skill of the designation; amongst other this may include supervisory training, risk assessment training, equipment (such as ladders, lifting equipment, fire extinguishers, portable electrical machinery etc.) or high risk construction (such as working at electrical substation, installation of overhead electrical lines etc)

16. Staffing on site

1. The Principal Contractor shall compile a list of all employees on site indicating:
 - a. Name and ID number
 - b. Designation (job title)
 - c. Date of OHS Induction for the site
 - d. Date of expiry of medical
 - e. Where applicable, competency in the safe work instructions included in the H&S plan
2. This employee list shall be included in the start-up H&S file and maintained thereafter.
3. The H&S plan shall include a method statement on communication on site; this shall address:
 - a. Language and translation controls
 - b. Communication methods within and between teams (radio controls and permits)
 - c. Emergency communication methods
 - d. Regular planned meeting and communication sessions planned by the Principal Contractor.

17. Public Health & Safety

1. The principal contractor shall at all times ensure that members of the community is informed of the work and the hazards and risk associated on project. The works areas should be rendered safe before works commence and continuous supervised and monitored on site to prevent public risk exposures.
2. Construction work in progress, warning signage and barricading should be in place at all works areas.
3. 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.
4. The Principal Contractor should ensure the public risks associated with mobile plant operations is controlled and managed on site, flag persons should be assigned to mobile plant operations that is in particular in reverse motion on site where member of the public is exposed.

5. Where members of the public and community is at risks to hazardous exposures, the principal contractor should ensure the works area and condition is rendered safe.

18. Access, traffic management and camp site

1. All employees of all contractors working at the construction site shall report the site camp before works commence.
2. No employee shall be transported together with goods or tools.
3. All construction vehicles operating on site must comply with the requirements of the National Road Traffic Act, 1996.
4. Traffic management on site is crucial considering the scope of works and the risk of public interaction. Specific information required in the plan is as following:
 - a) Site layout, inclusive of the pipeline alignment
 - b) Identification of all intersections and crossings
 - c) Identifications of traffic control devices and locations
 - d) Identification of warning devices and locations
 - e) Identifications of flag person on the map
 - f) Delineators to be displayed, for detouring of traffic flow
 - g) Identification of locations for temporary road signs
 - h) Control measures outlines for excavations works
 - i) Supervision measures stipulated as part of the plan
5. The Principal Contractor shall ensure the traffic accommodation requirements as per this specification and the tender document requirements are adhered too at all times.
6. Where applicable the required approvals for the traffic manager for the George Municipality should be obtained and all the requirements of South African Road Traffic Signs Manual (SARTSM) and the CSRA/CUTA Road Signs Note 13, Roadworks are complied with on site for the duration of the construction works.

19. Inspection, Monitoring and Reporting

1. The Principal Contractor shall carry out daily safety planned task observations and planned H&S inspections on the site (or more frequent, where so required in the Regulations), and shall take steps to rectify any unsafe condition of which he is aware.
2. The appointed Construction Manager (or a person designated by the Construction Manager) and the Health & Safety Officer shall perform regular inspections and document these in the H&S File.
3. The relevant inspection templates and the frequency of inspections shall be included in the H&S Plan.
4. The H&S Plan shall contain a list and template of all the inspection registers which shall be kept on site:
 - a. The templates must correlate with the machinery and equipment listed on site;
 - b. The inspector responsible for the inspection and maintenance of the register must be appointed in writing. Proof of training and competency in the performance of the inspections must be documented.

20. Contractors and Sub-contractors

1. Contractors and sub-contractors must be given a copy of this H&S Specification and any additional specification issued by the client, and shall comply with these specifications integrally. All employers 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.

2. The Principal Contractor shall ensure that all contractors and sub-contractors under his control, plan the construction work in a H&S Plan, approved by the Principal Contractor; such H&S plan and H&S file shall be in accordance with guidelines provided in the specifications.
3. Principal Contractors shall ensure that all contractors and sub-contractors comply with their H&S Plans, based on all applicable H&S Specifications, the requirements of the OHSA and all other relevant legislation.
4. Regular planned task observations planned H&S inspections and monthly audits of all contractors and sub-contractors must be recorded and filed in the principal contractor's H&S File, for inspection by the client Agent.
5. Principal Contractors shall ensure that each contractor and each sub-contractor enters into a Section 37(2) Mandatory Agreement with the client and that these agreements are signed and in place prior to approval of the contractor's or sub-contractors' H&S plan. The original agreement must be filed in the H&S file of the principal contractor.
6. The Principal Contractors' H&S Plan must include the Principal Contractor's procedures to ensure that all contractors and all sub-contractors fully comply with all H&S requirements; this must include, but is not limited to, defining the submission, assessment and final approval method (including the nominated responsible person) of H&S Plans of sub-contractors and the signing of a mandatory agreement with the client.

21. 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. 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.
4. 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, storage, any sanitising of PPE and all disposal of PPE.
5. 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.
6. Disposal of PPE must conform to the Environmental legislation.

22. Occupational Health and Safety Signage

1. The Principal Contractor shall erect and maintain quality safety signage.
2. Considering the scope of works, the signage that of utmost important are as follow:

Construction work in progress
Excavation Risk
Caution and no entry

23. First Aid Management

1. The Principal Contractor shall ensure that adequately trained first aiders are on site at all times when construction employees are on site; this applies even if less than 10 employees are on site.
2. The Principal Contractor, any contractor or sub-contractor shall ensure that it appoints a trained First Aider on site regardless of number of labour on site.
3. First aiders shall be identified and shall have immediate access to a comprehensively stocked first aid box.
4. Such first aid box shall be stocked to include all first aid equipment as per the minimum requirements listed under General Safety Regulation 3, and any additional items identified in the risk assessment.
5. All the above controls shall be documented in the H&S Plan.

24. Incidents, Accidents 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 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 immediately; that is as soon as the construction manager or the supervisor or the principal contractor becomes aware of it.
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 Principal Contractor shall ensure that contractors and sub-contractors apply the same measure and shall require that this process is documented in these contractor's H&S plan. The Principal Contractor's H&S plan shall include a specific procedure in this regard, which shall include that all documents and instructions in respect of any incident referred to in Section 24 shall immediately and unconditionally be forwarded to agent.

25. Facilities for Employees

1. The Principal Contractor shall document in the H&S plan how employee facilities will be managed on site considering the nature of the work and the distance of the works.

26. Excavation Work

1. The construction work includes high risk excavation work of deep and large excavations.
2. The letters of appointment and proof of competency of the competent excavation supervisors and inspectors shall be placed in the H&S plan.
3. A template of the inspection registers must be placed in the start-up H&S file.
4. 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.
5. Where persons work, inspect or test excavations, warning signs must be in place next to an excavation.
6. Equipment which needs to be placed inside an excavation shall be subject to a risk assessment and all rigging shall occur under supervision of an appointed competent supervisor.
7. The risk controls for ensuring excavation safety, including working inside and around excavations must be documented in the H&S plan.

27. Hot Work, Fire Risks, Fire Extinguishers and Fire Fighting Equipment

1. No open fires are allowed on site.
2. All flammable products must be stored in an adequate storage facility; this process shall be documented in a method statement in the H&S Plan.
3. The Principal Contractor shall provide suitable fire extinguishers and firefighting equipment, which shall be serviced regularly, in accordance with the manufacturer's recommendations.
4. 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.
5. The fire extinguisher inspection register and the letter of appointment of the competent inspector shall be included in the H&S Plan.
6. Hot work permit is required on site, appropriate screens, fire prevention, fire extinguishing and a documented safe work permit system are all in place.
7. The principal contractor shall include a hot work and lock out/tag out method statement in the H&S file for approval. Each person perform hot work or lockout shall be trained in the method statement and shall be documented in the H&S file.

28. Existing Services

1. The Principal Contractor should ensure an on-site assessment is to determine the existing services before commencement of construction work.
2. Upon identification of the existing services, mitigation measure should be implemented on site to ensure minimal disruption or risk exposures to employees. Safe clearance distances should be implemented for all known services on site and the movement and operations of mobile plant should be adequately planned and managed on site.
3. The contractor should therefore ensure the required wayleaves are obtained from the relevant authorities.
4. The Principal contractor should ensure safe working method are implemented on site with regards to working in close proximity of existing services.

29. 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 installed for the use during the construction.
2. The Principal Contractor shall identify and inspect all exposed underground cables, overhead cables or any other electrical installations to ensure that these are not a hazard to any person.
3. The competent person shall certify and inspect all temporary electrical installations and machinery; the frequency shall be determined in the H&S plan.
4. The letters of appointment, proof of competency and registers applicable to these inspections shall be included in the H&S Plan.
5. All electrical cables shall be assumed “alive” and, where applicable, the Principal Contractor shall take adequate steps to ensure that all persons are prevented from accessing any electrical installations.
6. All existing electrical services must be assumed live at all times.
7. Contractors will ensure that all energy is brought to zero potential, 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 Plan.
8. No electrical machinery shall be allowed to have any joined leads.
9. The principal Contractor shall ensure that all electrical testing equipment to be used on site has a valid calibration and that the calibration sticker is affixed to the equipment, clearly indicating the calibration date and the next due date.
10. 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.
11. 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 Plan.

30. Cranes and lifting operations

The following shall apply to any crane used on site, including truck mounted cranes on delivery vehicles:

1. 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. Where applicable, the H&S Plan shall include the method statement for the erection, maintenance, inspections and dismantling of the crane.

3. 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 method of determining whether the weather permits safe crane work.
4. Any fixed crane's load test certificates shall be included in the H&S file.
5. All lifting equipment and gear used on site shall be identified, SWL-indicated and listed in a register contained in the H&S file.

31. Housekeeping, Stacking, Storage and Drop Zones

1. The Principal Contractor shall appoint a person responsible for general housekeeping and stacking and storage of materials and equipment on the entire site.
2. A method statement for the safe management of the drop zone shall be included in the H&S plan.
3. A method statement for the safe lowering of materials shall be included in the H&S Plan.
4. All deliveries of building materials shall be controlled by the appointed person for stacked areas agreed with the client.

32. 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 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.
3. All contractors shall use that occupational health examinations, medical surveillance and certificate of fitness are conducted for all employees working on the project.

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)