

# GEORGE MUNICIPALITY



CIDB DOCUMENT FOR TENDER NO: ENG015/2023

**TENDER FOR HIRING OF DIESEL OR PETROL GENERATOR SETS, AS  
AND WHEN REQUIRED, AND MAINTENANCE OF MUNICIPAL OWNED  
DIESEL OR PETROL GENERATOR SETS FROM DATE OF  
APPOINTMENT UNTIL 30 JUNE 2026**

|  |  |   |  |
|--|--|---|--|
| ENQUIRIES: THABO YIGA<br>YORK STREET<br>GEORGE<br>(044) 874 3917   |  | <u>ISSUED BY:</u><br>THE CITY COUNCIL<br>MUNICIPALITY OF GEORGE<br>P O BOX 19<br>GEORGE, 6530 |  |
| <b>SUMMARY FOR TENDER OPENING PURPOSES</b>   |  |   |  |
| NAME OF BIDDER: .....  |  |   |  |
| CENTRAL SUPPLIER DATABASE NO.: MAAA .....  |  |   |  |
| TOTAL PRICE (INCLUDING VAT)  |  | R   |  |
| <b>PREFERENCES CLAIMED FOR:</b>  |  |   |  |
| B-BBEE Status Level of Contributor:  |  |   |  |
| Preference Points Claimed:   |  |   |  |
| <b>B-BBEE certificates submitted with the tender document <u>MUST</u> be VALID ORIGINAL B-BBEE CERTIFICATES or VALID CERTIFIED COPIES OF THE B-BBEE CERTIFICATES</b> |  |   |  |
| <b>TENDER CLOSING AT 12H00 ON FRIDAY, 6 OCTOBER 2023</b>   |  |   |  |

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| For official use.                                    |
| <b>Signatures of SCM Officials at Tender Opening</b> |
| 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: ..... |   | <b>Mark choice of<br/>correspondence<br/>with X</b> |
| Postal<br>Address:             | .....<br>.....<br>.....<br>..... Postal Code: ..... |   |
| E-mail<br>Address:             | .....   |   |
| Telephone<br>Number:           | .....   |   |
| Cellular<br>Number:            | .....   |   |
| Facsimile<br>Number:           | .....   |   |

## GEORGE MUNICIPALITY

### TENDER No. ENG015/2023

TENDER FOR HIRING OF DIESEL OR PETROL GENERATOR SETS, AS AND WHEN REQUIRED, AND MAINTENANCE OF MUNICIPAL OWNED DIESEL OR PETROL GENERATOR SETS FROM DATE OF APPOINTMENT UNTIL 30 JUNE 2026

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### GENERAL TENDER INFORMATION

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| TENDER ADVERTISED                             | : 31 AUGUST 2023   |
| ESTIMATED CIDB CONTRACTOR GRADING DESIGNATION | : 5EB OR 5ME   |
| COMPULSORY SITE VISIT/CLARIFICATION MEETING   | : Friday, 15 September 2023 at 11h00   |
| VENUE FOR SITE VISIT/CLARIFICATION MEETING    | : Committee Room,<br>George Municipal<br>Offices, Electrotechnical<br>Services, Brick Road,<br>George Industrial   |
| CLOSING DATE                                  | : 6 October 2023   |
| CLOSING TIME                                  | : 12H00  |
| LOCATION OF TENDER BOX                        | : <b>Tender Box</b> at the<br>George Municipality, on<br>the First Floor,<br>Directorate: Financial<br>Services, Supply Chain<br>Management Unit, Civic<br>Centre, York Street,<br>George. |

**GEORGE MUNICIPALITY**

**DIRECTORATE: CIVIL ENGINEERING SERVICES**

**TENDER NUMBER: ENG015/2023**

**TENDER FOR THE HIRING OF DIESEL OR PETROL GENERATOR SETS, AS AND WHEN REQUIRED, AND MAINTENANCE OF MUNICIPAL OWNED DIESEL OR PETROL GENERATOR SETS FROM DATE OF APPOINTMENT UNTIL 30 JUNE 2026**

**CONTENTS**

**Pg No.**

|                |   |       |
|----------------|---|-------|
| <b>PART T</b>  | <b>The Tender</b>   | 5     |
| <b>PART T1</b> | <b>Tender Procedures</b>  | 5     |
| T1.1           | Tender Notice and Invitation to Tender                                      | 6-7   |
| T1.2           | Tender Data   | 8-35  |
| <b>PART T2</b> | <b>Returnable Documents (All documents / schedules are returnable)</b>      | 36    |
| T2.1           | List of Returnable Schedules Required for Tender Evaluation                 | 37    |
| T2.1           | Returnable Schedules  | 38-48 |
| T2.2           | Other documents required for tender evaluation purposes                     | 49-51 |
| T2.2           | Returnable Schedules that will be incorporated in the contract              | 52-55 |
| <b>PART C</b>  | <b>The Contract</b>   | 56    |
| <b>PART C1</b> | <b>Agreement and Contract Data</b>  | 57    |
| C1.1           | Form of Offer and Acceptance  | 58-60 |
| C1.2           | Contract Data   | 61-62 |
| C1.3           | Objections and Complainants form  | 63-64 |
| C1.4           | Form of Professional Indemnity Insurance / Form of Performance Guarantee ?? | 65    |
| <b>PART C2</b> | <b>Pricing Data</b>   | 66    |
| C2.1           | Pricing Instructions  | 67    |
| C2.2           | Pricing Schedule / Schedule of Activities                                   | 68    |
| <b>PART C3</b> | <b>Scope of Work</b>  | 69    |
| C3             | Scope of Work   | 69    |
| <b>PART C4</b> | <b>Site Information</b>   | 71    |
| <b>PART C5</b> | <b>Drawings</b>   | 73    |

**GEORGE MUNICIPALITY**

**DIRECTORATE: ELECTROTECHNICAL SERVICES**

**TENDER NUMBER: ENG015/2023**

TENDER FOR HIRING OF DIESEL OR PETROL GENERATOR SETS, AS AND WHEN REQUIRED, AND MAINTENANCE OF MUNICIPAL OWNED DIESEL OR PETROL GENERATOR SETS FROM DATE OF APPOINTMENT UNTIL  
30 JUNE 2026

**The Tender (Part T)**

**PART T1 Tender Procedures**

- T1.1 Tender Notice and Invitation to Tender
- T1.2 Tender Data

**PART T2 Returnable Documents (All documents / schedules are returnable)**

- T2.1 List of Returnable Schedules Required for Tender Evaluation and Returnable Schedules
- T2.2 Other documents that will be incorporated into the contract
- T2.3 Returnable Schedules that will be incorporated in the contract

**GEORGE MUNICIPALITY**

**DIRECTORATE: ELECTROTECHNICALSERVICES**

**TENDER NUMBER: ENG015/2023**

**TENDER FOR TENDER FOR THE HIRING OF DIESEL OR PETROL  
GENERATOR SETS, AS AND WHEN REQUIRED, AND MAINTENANCE  
OF MUNICIPAL OWNED DIESEL OR PETROL GENERATOR SETS  
FROM DATE OF APPOINTMENT UNTIL 30 JUNE 2026**

**Tender Notice and Invitation to Tender (T1.1)**

Tenders are hereby invited for the **TENDER FOR THE HIRING OF DIESEL OR PETROL GENERATOR SETS, AS AND WHEN REQUIRED, AND MAINTENANCE OF MUNICIPAL OWNED DIESEL OR PETROL GENERATOR SETS FROM DATE OF APPOINTMENT UNTIL 30 JUNE 2026.**

Completed tenders in a sealed envelope, clearly marked:

**Tender No.: ENG015/2023** 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, 6 October 2023. 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.

Bidders must be registered with the CIDB and it is estimated that bidders should have a CIDB contractor grading designation of 5EB or 5ME or higher.

A **compulsory briefing session** will be held on Friday, 2023 at 10:00 in the Committee Room, 5<sup>th</sup> Floor, Directorate Planning and Housing, York Street, George.

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

Tender documents are available at a non-refundable deposit of R253.00 each from the Supply Chain Management Unit, First Floor, Civic Centre, York Street, George.

The following tender requirements are applicable:

The following tender requirements are applicable:

- The bidder must have a minimum contractor grading designation of 5ME or 5EB higher. The contractor's grading must, however, be in accordance to the total sum awarded to that contractor.
- The bidder must have completed at least two separate generator installations and maintenance projects in the last 10 years. For both projects, the bidder must provide contactable referees to verify this.
- The bidder must be registered as an Electrical contractor with the department of Employment and Labour.
- The bidder must have the following key staff: a Registered Electrician and a Diesel Mechanic.

Tender documents are available on the George Municipality's website: [www.george.gov.za](http://www.george.gov.za), free of charge.

Tenders will be evaluated and awarded as follows:

Stage 1: Pre-Qualification

Only tenders scoring a minimum of 80 out of 100 points in stage 1 will be further considered for evaluation in stage 2.

Stage 2: Price, B-BBEE Status and Specific Goals

Tenders will be evaluated and adjudication in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) Regulations 2022; the George Municipality's Supply Chain Management Policy as well as the George Municipality's Preferential Procurement Policy, where 80 points will be scored for price and 20 points for B-BBEE status and specific goals.

For more information, contact Mr. Thabo Yiga at (044) 874 3917 or email : [tyiga@george.gov.za](mailto:tyiga@george.gov.za). Contact Ms S Andrews at 044 801 9464 or [sjandrews@george.gov.za](mailto:sjandrews@george.gov.za).

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.

It will be required from the successful bidder to register on the Central Supplier Database (CSD).

**DR M GRATZ  
MUNICIPAL MANAGER  
GEORGE MUNICIPALITY  
GEORGE  
6530**

**GEORGE MUNICIPALITY**

**DIRECTORATE: CIVIL ENGINEERING SERVICES**

**TENDER NUMBER: ENG015/2023**

**TENDER FOR HIRING OF DIESEL OR PETROL GENERATOR SETS, AS  
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DIESEL OR PETROL GENERATOR SETS FROM DATE OF  
APPOINTMENT UNTIL 30 JUNE 2026**

**Tender Data (T1.2)**

|                      |  |
|----------------------|--|
| <b>Clause number</b> | The conditions of Tender are the <b>Standard Conditions of Tender</b> as contained in the Construction Industry Development Board (CIDB) Standard for Uniformity in Engineering and Construction Works Contracts, August 2019 (See <a href="http://www.cidb.org.za">www.cidb.org.za</a> ). The Standard Conditions of Tender for Procurements make several references to the Tender Data for details that apply specifically to this Tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of Tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.  |
| <b>C.1</b>           | <b>General</b>   |
| <b>C.1.1</b>         | <b>Actions</b>   |
| C.1.1.1              | The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In the dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly, and transparently, comply with all legal obligations and not engage in anticompetitive practices.   |
| C.1.1.2              | The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents, and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.<br><br><i>Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.<br/>2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.</i> |
| C.1.1.3              | The employer shall not seek, and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.   |
| <b>C.1.2</b>         | <b>Tender Documents</b>  |
|                      | The documents issued by the employer for the purpose of a tender offer are listed in the tender data.  |
| <b>C.1.3</b>         | <b>Interpretation</b>  |
| C.1.3.1              | The tender data and additional requirements contained in the tender schedules that are   |



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|                | included in the returnable documents are deemed to be part of these conditions of tender.   |
| C.1.3.2        | These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender/quote.  |
| C.1.3.3        | For the purposes of these conditions of tender, the following definitions apply:<br>a) <b>conflict of interest</b> means any situation in which:<br>i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;<br>ii) an individual or tenderer is able to exploit a professional or official capacity in some way for their personal or corporate benefit; or<br>iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.<br>b) <b>comparative offer</b> means the price after the factors of a non-firm price and all unconditional discounts it can be utilized to have been taken into consideration;<br>c) <b>corrupt practice</b> means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;<br>d) <b>fraudulent practice</b> means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels. |
| <b>C.1.4</b>   | <b>Communication and employer’s agent</b>   |
|                | Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form, that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer’s agent are stated in the tender data.  |
| <b>C.1.5</b>   | <b>Cancellation and Re-Invitation of Tenders</b>  |
| C.1.5.1        | An employer may, prior to the award of the tender, cancel a tender if-<br>a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;<br>b) funds are no longer available to cover the total envisaged expenditure; or<br>c) no acceptable tenders are received.<br>d) there is a material irregularity in the tender process.   |
| C.1.5.2        | The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised.   |
| C.1.5.3        | An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.   |
| <b>C.1.6</b>   | <b>Procurement procedures</b>   |
| <b>C.1.6.1</b> | <b>General</b>  |
|                | Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.   |
| <b>C.1.6.2</b> | <b>Competitive negotiation procedure</b>  |

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| C.1.6.2.1        | Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.  |
| C.1.6.2.2        | All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.<br><br>Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer’s competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect. |
| C.1.6.2.3        | At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.   |
| C.1.6.2.4        | The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.  |
| <b>C.1.6.3</b>   | <b>Proposal procedure using the two stage-system</b>  |
| <b>C.1.6.3.1</b> | <b>Option 1</b>   |
|                  | Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.   |
| <b>C.1.6.3.2</b> | <b>Option 2</b>   |
| C.1.6.3.2.1      | Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.   |
| C.1.6.3.2.2      | The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data and award the contract in terms of these conditions of tender.  |
| <b>C.2</b>       | <b>Tenderer’s obligations</b>   |
| <b>C.2.1</b>     | <b>Eligibility</b>  |
| C.2.1.1          | Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.  |
| C.2.1.2          | Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer’s written approval to do so prior to the closing time for tenders.   |

|               |   |
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| <b>C.2.2</b>  | <b>Cost of tendering</b>  |
| C.2.2.1       | Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer comply with requirements.              |
| C.2.2.2       | The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents. |
| <b>C.2.3</b>  | <b>Check documents</b>  |
|               | Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.  |
| <b>C.2.4</b>  | <b>Confidentiality and copyright of documents</b>   |
|               | Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.   |
| <b>C.2.5</b>  | <b>Reference documents</b>  |
|               | Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.  |
| <b>C.2.6</b>  | <b>Acknowledge addenda</b>  |
|               | Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary, apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.  |
| <b>C.2.7</b>  | <b>Clarification meeting</b>  |
|               | Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.   |
| <b>C.2.8</b>  | <b>Seek clarification</b>   |
|               | Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.  |
| <b>C.2.9</b>  | <b>Insurance</b>  |
|               | Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.  |
| <b>C.2.10</b> | <b>Pricing the tender offer</b>   |
| C.2.10.1      | Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the tender data.     |

**Tender Data – Annexure “A”**

**Part T1.2**

|               |  |
|---------------|--|
| C.2.10.2      | Show VAT payable by the employer separately as an addition to the tendered total of the prices.  |
| C.2.10.3      | Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.   |
| C.2.10.4      | State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.  |
| <b>C.2.11</b> | <b>Alterations to documents</b>  |
|               | Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.  |
| <b>C.2.12</b> | <b>Alternative tender offers</b>   |
| C.2.12.1      | Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.  |
| C.2.12.2      | Accept that an alternative tender offer must be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.   |
| C.2.12.3      | An alternative tender offer must only be considered if the main tender offer is the winning tender.  |
| <b>C.2.13</b> | <b>Submitting a tender offer</b>   |
| C.2.13.1      | Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.   |
| C.2.13.2      | Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.   |
| C.2.13.3      | Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.  |
| C.2.13.4      | Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer. |
| C.2.13.5      | Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.   |

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| C.2.13.6      | Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked “financial proposal” and place the remaining returnable documents in an envelope marked “technical proposal”. Each envelope shall state on the outside the employer’s address and identification details stated in the tender data, as well as the tenderer’s name and contact address. |
| C.2.13.7      | Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer’s address and identification details as stated in the tender data.  |
| C.2.13.8      | Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.   |
| C.2.13.9      | Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.   |
| <b>C.2.14</b> | <b>Information and data to be completed in all respects</b>  |
|               | Accept that tender offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the employer as non-responsive.  |
| <b>C.2.15</b> | <b>Closing time</b>  |
| C.2.15.1      | Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.   |
| C.2.15.2      | Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.   |
| <b>C.2.16</b> | <b>Tender offer validity</b>   |
| C.2.16.1      | Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.   |
| C.2.16.2      | If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.  |
| C.2.16.3      | Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer’s agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).                     |
| C.2.16.4      | Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer’s agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).                     |
| <b>C.2.17</b> | <b>Clarification of tender offer after submission</b>  |

|               |   |
|---------------|---|
|               | <p>Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.</p> <p><i>Note: Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.</i></p> |
| <b>C.2.18</b> | <b>Provide other material</b>   |
| C.2.18.1      | <p>Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer’s commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.</p> <p>Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer’s request, the employer may regard the tender offer as non-responsive.</p>  |
| C.2.18.2      | Dispose of samples of materials provided for evaluation by the employer, where required.  |
| <b>C.2.19</b> | <b>Inspections, tests, and analysis</b>   |
|               | Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.   |
| <b>C.2.20</b> | <b>Submit securities, bonds and policies</b>  |
|               | If requested, submit for the employer’s acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.   |
| <b>C.2.21</b> | <b>Check final draft</b>  |
|               | Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.  |
| <b>C.2.22</b> | <b>Return of other tender documents</b>   |
|               | If so, instructed by the employer, return all retained tender documents within twenty-eight (28) days after the expiry of the validity period stated in the tender data.  |
| <b>C.2.23</b> | <b>Certificates</b>   |
|               | Include in the tender submission or provide the employer with any certificates as stated in the tender data.  |
| <b>C.3</b>    | <b>The employer’s undertakings</b>  |
| <b>C.3.1</b>  | <b>Respond to requests from the tenderer</b>  |
| C.3.1.1       | Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.   |

|              |   |
|--------------|---|
| C.3.1.2      | Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:<br>a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;<br>b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or<br>c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process. |
| <b>C.3.2</b> | <b>Issue Addenda</b>  |
|              | If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.  |
| <b>C.3.3</b> | <b>Return late tender offers</b>  |
|              | Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.   |
| <b>C.3.4</b> | <b>Opening of tender submissions</b>  |
| C.3.4.1      | Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers’ agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.   |
| C.3.4.2      | Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and Specific Goals; and time for completion for the main tender offer only.   |
| C.3.4.3      | Make available the record outlined in C.3.4.2 to all interested persons upon request.   |
| <b>C.3.5</b> | <b>Two-envelope system</b>  |
| C.3.5.1      | Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers’ agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.  |
| C.3.5.2      | Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level and Specific Goals. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.   |
| <b>C.3.6</b> | <b>Non-disclosure</b>   |

|              |   |
|--------------|---|
|              | Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.   |
| <b>C.3.7</b> | <b>Grounds for rejection and disqualification</b>   |
|              | Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.  |
| <b>C.3.8</b> | <b>Test for responsiveness</b>  |
| C.3.8.1      | Determine, after opening and before detailed evaluation, whether each tender offer properly received:<br>a) complies with the requirements of these Conditions of Tender,<br>b) has been properly and fully completed and signed, and<br>c) is responsive to the other requirements of the tender documents.  |
| C.3.8.2      | A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:<br>a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,<br>b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or<br>c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.<br><br>Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation. |
| <b>C.3.9</b> | <b>Arithmetical errors, omissions and discrepancies</b>   |
| C.3.9.1      | Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.  |
| C.3.9.2      | Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:<br>a) the gross misplacement of the decimal point in any unit rate;<br>b) omissions made in completing the pricing schedule or bills of quantities; or<br>c) arithmetic errors in:<br>(i) line-item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or<br>(ii) the summation of the prices.   |
| C.3.9.3      | Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.   |



|               |  |
|---------------|--|
| C.3.9.4       | <p>Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:</p> <p>a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.</p> <p>b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.</p> |
| <b>C.3.10</b> | <b>Clarification of a tender offer</b>   |
|               | Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.  |
| <b>C.3.11</b> | <b>Evaluation of tender offers</b>   |

|                 | <p>The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.</p> <p>Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.</p> <p>The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:</p> <table border="1" data-bbox="352 779 1402 1285"> <thead> <tr> <th data-bbox="352 779 608 808">Requirement</th> <th data-bbox="608 779 1402 808">Qualitative interpretation of goal</th> </tr> </thead> <tbody> <tr> <td data-bbox="352 837 608 866">Fair</td> <td data-bbox="608 837 1402 925">The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.</td> </tr> <tr> <td data-bbox="352 925 608 954">Equitable</td> <td data-bbox="608 925 1402 990">Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.</td> </tr> <tr> <td data-bbox="352 990 608 1019">Transparent</td> <td data-bbox="608 990 1402 1104">The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.</td> </tr> <tr> <td data-bbox="352 1104 608 1133">Competitive</td> <td data-bbox="608 1104 1402 1169">The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.</td> </tr> <tr> <td data-bbox="352 1169 608 1198">Cost effective</td> <td data-bbox="608 1169 1402 1285">The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.</td> </tr> </tbody> </table> <p>The activities associated with evaluating tender offers are as follows:</p> <ol style="list-style-type: none"> <li>Open and record tender offers received</li> <li>Determine whether or not tender offers are complete</li> <li>Determine whether or not tender offers are responsive</li> <li>Evaluate tender offers</li> <li>Determine if there are any grounds for disqualification</li> <li>Determine acceptability of preferred tenderer</li> <li>Prepare a tender evaluation report</li> <li>Confirm the recommendation contained in the tender evaluation report</li> </ol> | Requirement | Qualitative interpretation of goal | Fair | The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information. | Equitable | Terms and conditions for performing the work do not unfairly prejudice the interests of the parties. | Transparent | The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest. | Competitive | The system provides for appropriate levels of competition to ensure cost effective and best value outcomes. | Cost effective | The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes. |
|-----------------|---|-------------|------------------------------------|------|---|-----------|--|-------------|--|-------------|---|----------------|--|
| Requirement     | Qualitative interpretation of goal  |             |                                    |      |   |           |  |             |  |             |   |                |  |
| Fair            | The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.   |             |                                    |      |   |           |  |             |  |             |   |                |  |
| Equitable       | Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.  |             |                                    |      |   |           |  |             |  |             |   |                |  |
| Transparent     | The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.  |             |                                    |      |   |           |  |             |  |             |   |                |  |
| Competitive     | The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.   |             |                                    |      |   |           |  |             |  |             |   |                |  |
| Cost effective  | The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.  |             |                                    |      |   |           |  |             |  |             |   |                |  |
| <b>C.3.11.1</b> | <b>General</b>  |             |                                    |      |   |           |  |             |  |             |   |                |  |
|                 | The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.  |             |                                    |      |   |           |  |             |  |             |   |                |  |
| <b>C.3.12</b>   | <b>Insurance provided by the employer</b>   |             |                                    |      |   |           |  |             |  |             |   |                |  |
|                 | If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.  |             |                                    |      |   |           |  |             |  |             |   |                |  |
| <b>C.3.13</b>   | <b>Acceptance of tender offer</b>   |             |                                    |      |   |           |  |             |  |             |   |                |  |

|               |   |
|---------------|---|
|               | Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:<br>a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer’s procurement;<br>b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;<br>c) has the legal capacity to enter into the contract;<br>d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;<br>e) complies with the legal requirements, if any, stated in the tender data; and<br>f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest. |
| <b>C.3.14</b> | <b>Prepare contract documents</b>   |
| C.3.14.1      | If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:<br>a) addenda issued during the tender period,<br>b) inclusion of some of the returnable documents and<br>c) other revisions agreed between the employer and the successful tenderer.  |
| C.3.14.2      | Complete the schedule of deviations attached to the form of offer and acceptance, if any.   |
| <b>C.3.15</b> | <b>Complete adjudicator’s contract</b>  |
|               | Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.   |
| <b>C.3.16</b> | <b>Registration of the award</b>  |
|               | An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the CIDB Register of Projects.   |
| <b>C.3.17</b> | <b>Provide copies of the contracts</b>  |
|               | Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.  |
| <b>C.3.18</b> | <b>Provide written reasons for actions taken</b>  |
|               | Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.   |

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

**In the case of a Trust, Consortium or Joint Venture, they will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.**

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

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

|  |  |        |
|--|--|--------|
| <b>1. TAX COMPLIANCE REQUIREMENTS</b>  |  |        |
| 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 <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a> . |        |
| 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.  |        |
| <b>2. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b> [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 |
| <b>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.</b> |  |        |

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

Signature of Bidder: .....

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

Date: .....

**DECLARATION OF INTEREST**

|       |  |                 |
|-------|--|-----------------|
| 1.    | No bid will be accepted from persons in the service of the state*.   |                 |
| 2.    | Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in the service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority. |                 |
| 3.    | In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.  |                 |
| 3.1   | Full Name of bidder or his / her representative:<br>.....  |                 |
| 3.2   | Identity number: .....   |                 |
| 3.3   | Position occupied in the Company (director, trustee, shareholder <sup>2</sup> ):<br>.....  |                 |
| 3.4   | Company Registration Number: .....   |                 |
| 3.5   | Tax Reference Number: .....  |                 |
| 3.6   | VAT Registration Number: .....   |                 |
| 3.7   | The names of all directors / trustees / shareholders / members, their individual identity numbers and state employee numbers (where applicable) must be indicated in paragraph 4 below.  |                 |
| 3.8   | Are you presently in the service of the state?*  | <b>YES / NO</b> |
| 3.8.1 | If yes, furnish the following particulars:<br><br>Name of person / director / trustee / shareholder member:<br>.....<br><br>Name of state institution at which you or the person connected to the bidder is employed:<br>.....<br><br>Position occupied in the state institution:<br>.....<br><br>Any other particulars: .....<br>.....  |                 |
| 3.9   | Have you been in the service of the state for the past twelve months?  | <b>YES / NO</b> |

|                    |   |          |
|--------------------|---|----------|
| 3.9.1              | If so, furnish particulars.<br>.....<br>.....   |          |
| 3.10<br><br>3.10.1 | 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?<br><br>If yes, furnish the following particulars:<br><br>Name of person: .....<br><br>Name of state institution at which you or the person connected to the bidder is employed:<br><br>.....<br><br>Position occupied in the state institution:<br><br>.....<br><br>Any other particulars: .....<br>.....                | YES / NO |
| 3.11<br><br>3.11.1 | 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?<br><br>If yes, furnish the following particulars:<br><br>Name of person: .....<br><br>Name of state institution at which you or the person connected to the bidder is employed:<br><br>.....<br><br>Position occupied in the state institution: .....<br><br>Any other particulars: .....<br>..... | YES / NO |
| 3.12<br><br>3.12.1 | Are any of the company’s directors, managers, principal shareholders or stakeholders in the service of the state?<br><br>If yes, furnish the following particulars:<br><br>Name of person / director / trustee / shareholder / member:<br><br>.....   | YES / NO |

|   |  |                                       |                                     |
|---|--|---------------------------------------|-------------------------------------|
|   | Name of state institution at which you or the person connected to the bidder is employed:<br>.....<br>Position occupied in the state institution: .....<br>Any other particulars: .....<br>.....   |                                       |                                     |
| 3.13<br><br>3.13.1  | Is any spouse, child or parent of the company’s directors, trustees, managers, principle shareholders or stakeholders in the service of the state?<br><br>If yes, furnish the following particulars:<br><br>Name of person / director / trustee / shareholder / member:<br>.....<br><br>Name of state institution at which you or the person connected to the bidder is employed:<br>.....<br><br>Position occupied in the state institution: .....<br><br>Any other particulars: .....<br>..... | <b>YES / NO</b>                       |                                     |
| 3.14<br><br>3.14.1  | 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?<br><br>If yes, furnish particulars:<br><br>.....<br><br>.....  | <b>YES / NO</b>                       |                                     |
| 4. Full details of directors / trustees / members / shareholders: |  |                                       |                                     |
| <b>THE FOLLOWING INFORMATION IS COMPULSORY TO COMPLETE:</b>       |  |                                       |                                     |
| <b>Full Name</b>  | <b>Identity Number</b>   | <b>Individual Tax Number for each</b> | <b>State Employee Number (where</b> |



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

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

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

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

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

.....  
**Signature** .....  
**Date**

.....  
**Capacity** .....  
**Name of Bidder**

<sup>1</sup>MSCM Regulations: “in the service of the state” means to be -

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

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

MBD 5

**DECLARATION FOR PROCUREMENT ABOVE R10 MILLION  
(ALL APPLICABLE TAXES INCLUDED)**

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

1. Are you by law required to prepare annual financial statements for auditing? **\*YES / NO**

1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....  
.....

2. Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days? **\*YES / NO**

2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services toward any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.

2.2 If yes, provide particulars.

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

3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? **\*YES / NO**

3.1 If yes, provide particulars.

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

4 Will any portion of goods or services be sourced from outside **\*YES / NO** the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

4.1 If yes, furnish particulars.

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

**CERTIFICATION**

I, THE UNDERSIGNED (NAME) .....  
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

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

*(Delete whichever is not applicable for this tender).*

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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     |
|--|------------|
| <b>PRICE</b>                                     | 80/90      |
| <b>BBBEE</b>                                     | 10/5       |
| <b>SPECIFIC GOALS</b>                            | 10/5       |
| <b>Total points for PRICE and SPECIFIC GOALS</b> | <b>100</b> |

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:

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

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:

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

Where

- Ps = Points scored for price of tender under consideration  
 Pt = Price of tender under consideration  
 Pmax = 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 Status Level of Contributor | 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 the Garden Route District Municipality | 6                               | 3                               |
| Within the borders of the Western Cape                          | 4                               | 2                               |
| Outside the borders of the Western Cape                         | 2                               | 1                               |

**Bidder 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.**

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 BBEE 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 BBEE: ..... = .....(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.

|                   |                                      |
|-------------------|--------------------------------------|
|                   | .....<br>SIGNATURE(S) OF TENDERER(S) |
| SURNAME AND NAME: | .....                                |
| DATE:             | .....                                |
| ADDRESS:          | .....<br>.....                       |

**IF ANY TENDERER DOES NOT HAVE AN EME CERTIFICATE FROM A RATING AGENCY ACCREDITED BY SANAS FOR BEP (BUILD ENVIRONMENT PROFESSIONAL)/CONTRACTOR/SUPPLIER OR A B-BBEE CERTIFICATE FROM A B-BBEE VERIFICATION PROFESSIONAL REGULATOR APPOINTED BY THE MINISTER OF TRADE AND INDUSTRY, THIS AFFIDAVIT FOR BEP/CONTRACTOR/SUPPLIER WILL BE COMPULSORY TO COMPLETE.**

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,

|                               |  |
|-------------------------------|--|
| <b>Full names and surname</b> |  |
| <b>Identity number</b>        |  |

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorized to act on its behalf:

|   |  |                   |                 |
|---|--|-------------------|-----------------|
| <b>Enterprise Name:</b>   |  |                   |                 |
| <b>Trading Name (If Applicable):</b>  |  |                   |                 |
| <b>Registration Number:</b>   |  |                   |                 |
| <b>Physical Address:</b>  |  |                   |                 |
| <b>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</b>                                    |  |                   |                 |
| <b>Nature of Construction Business:<br/>Indicate the applicable category with a tick.</b> | <b>BEP</b><br>(Built Environment Professional)   | <b>Contractor</b> | <b>Supplier</b> |
| <b>Definition of “Black People”</b>   | 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;”  |                   |                 |
| <b>Definition of “Black Designated Groups”</b>  | “Black Designated Groups” means:<br>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;<br>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;<br>(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;<br>(d) Black people living in rural and under developed areas;<br>(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,

**Tender Data – Annexure “A”**

**Part T1.2**

- 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          | <b>Level One</b> (135% B-BBEE procurement recognition level)  |  |
| At least 51% Black Owned  | <b>Level Two</b> (125% B-BBEE procurement recognition level)  |  |
| At least 30% Black Owned  | <b>Level Four</b> (100% B-BBEE procurement recognition level) |  |
| Less than 30% Black Owned | <b>Level Five</b> (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**

MBD8

## 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 willfully 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.**

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

| 4.2   | Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?<br><br><b>The Register for Tender Defaulters can be accessed on the National Treasury’s website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b> | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
|-------|---|---------------------------------|--------------------------------|
| 4.2.1 | If so, furnish particulars:   |                                 |                                |
| 4.3   | Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?  | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.3.1 | If so, furnish particulars:   |                                 |                                |
| Item  | Question  | Yes                             | No                             |
| 4.4   | Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?  | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.4.1 | If so, furnish particulars:   |                                 |                                |
| 4.5   | Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?  | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.5.1 | If so, furnish particulars:   |                                 |                                |

**CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAME) .....  
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION  
FORM IS TRUE AND CORRECT.**

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38(1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - 3.1 take all reasonable steps to prevent such abuse;
  - 3.2 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
  - 3.3 cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_ (Bid Number and Description)

in response to the invitation for the bid made by:

**GEORGE MUNICIPALITY**

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

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

- 6. I have read and I understand the contents of this Certificate;
- 7. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
- 8. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
- 9. 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;
- 10. 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:
  - 10.1 has been requested to submit a bid in response to this bid invitation;
  - 10.2 could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - 10.3 Provides the same goods and services as the bidder and/or is in the same line of business as the bidder.

**MBD9**

- 11 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
- 12 In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - 12.1 prices;
  - 12.2 geographical area where product or service will be rendered (market allocation);
  - 12.3 methods, factors or formulas used to calculate prices;
  - 12.4 the intention or decision to submit or not to submit, a bid;
  - 12.5 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.
- 13. 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.
- 14. 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.
- 15. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

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



**CERTIFICATE FOR MUNICIPAL SERVICES (COMPULSORY TO COMPLETE)**

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

|                                   |
|-----------------------------------|
| <b>Tender Number: ENG015/2023</b> |
| <b>Name of the Bidder:</b> _____  |

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

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

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

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

I, \_\_\_\_\_, the undersigned,  
 (full name in block letters)

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

\_\_\_\_\_  
 Signature

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

at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 2023

**PLEASE NOTE:**

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

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

GEORGE MUNICIPALITY

DIRECTORATE: ELECTROTEHCNICAL SERVICES

TENDER NUMBER: ENG015/2023

TENDER FOR THE HIRING OF DIESEL OR PETROL GENERATOR SETS, AS AND WHEN REQUIRED, AND MAINETENANCE OF MUNICIPAL OWNED DIESEL OR PETROL GENERATOR SETS FROM DATE OF APPOINTMENT UNTIL 30 JUNE 2026

## Returnable Documents (Part T2)

*(ALL Documents and Schedules MUST BE RETURNED for the TENDER to Qualify)*

- T2.1 List of Returnable Schedules Required for Tender Evaluation & Returnable Schedules
- T2.2 Other documents that will be incorporated into the contract
- T2.3 Returnable Schedules that will be incorporated in the contract

### **NOTE:**

Although the documents under Part T2 is headed “Returnable Documents” in line with the CIDB model, these are not the only documents to be returned together with the Tender. **All** the documents indicated on document T1, must be completed and signed where applicable and submitted as a **complete set of documents**.

**GEORGE MUNICIPALITY**

**DIRECTORATE: ELECTROTECHNICAL SERVICES**

**TENDER NUMBER: ENG015/2023**

**TENDER FOR THE HIRING OF DIESEL OR PETROL GENERATOR SETS,  
AS AND WHEN REQUIRED, AND MAINTENANCE OF MUNICIPAL OWNED  
DIESEL OR PETROL GENERATOR SETS FROM DATE OF APPOINTMENT  
UNTIL 30 JUNE 2026**

**List of Returnable Schedules Required for Tender  
Evaluation Purposes (T2.1)**

- Form 2.1.1 General Information
- Form 2.1.2 Authority for Signatory
- Form 2.1.3 Schedule of Work Carried Out by Tenderer
- Form 2.1.4 Proposed Key Personnel
- Form 2.1.5 Schedule of Infrastructure and Resources
- Form 2.1.6 Schedule of Approach and Methodology
- Form 2.1.7 Schedule of Proposed Sub-Contractors
- Form 2.1.8 Financial References

**FORM 2.1.1 GENERAL INFORMATION**

1. Name of tendering entity: \_\_\_\_\_

1. Contact details

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

Tel no : (\_\_\_\_\_) \_\_\_\_\_

Fax no : (\_\_\_\_\_) \_\_\_\_\_

E-mail address : \_\_\_\_\_

2. Legal entity: Mark with an X.

|                   |  |
|-------------------|--|
| Sole proprietor   |  |
| Partnership       |  |
| Close corporation |  |
| Company (Pty) Ltd |  |
| Joint venture     |  |

In the case of a Joint venture, provide details on joint venture members:

| Joint venture member | Type of entity (as defined above) |
|----------------------|-----------------------------------|
|                      |                                   |
|                      |                                   |
|                      |                                   |
|                      |                                   |
|                      |                                   |

3. Income tax reference number: \_\_\_\_\_  
(in the case of a joint venture, provide for all joint venture members)

4. Regional services area where the enterprise is registered: \_\_\_\_\_  
(In the case of a joint venture, provide for all joint venture members)

5. Regional services levy registration number: \_\_\_\_\_  
(In the case of a joint venture, provide for all joint venture members)

6. VAT registration number: \_\_\_\_\_  
(In the case of a joint venture, provide for all joint venture members)



**FORM 2.1.2 AUTHORITY FOR SIGNATORY**

Details of person responsible for Tender process

Name .....

Contact number ( ) .....

Address of office submitting the Tender .....

.....  
.....

Telephone no ( ) .....

Fax no ( ) .....

E-mail address .....

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

“By resolution of the board of directors passed on (date) .....

Mr. ....

has been duly authorized to sign all documents in connection with the Tender for Contract Number .....and any Contract which may arise there from on behalf of

(BLOCK CAPITALS) .....  
.....  
.....

SIGNED ON BEHALF OF THE COMPANY .....

IN HIS CAPACITY AS .....

DATE .....

FULL NAMES OF SIGNATORY .....

AS WITNESSES 1. ....

2. ....

**FORM 2.1.3 SCHEDULE OF WORK CARRIED OUT BY TENDERER**

**Previous experience**

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

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

This information is material to the award of the Contract.

| Description | Value (R, VAT excluded) | Year(s) executed | Reference |              |        |
|-------------|-------------------------|------------------|-----------|--------------|--------|
|             |                         |                  | Name      | Organisation | Tel no |
|             |                         |                  |           |              |        |
|             |                         |                  |           |              |        |
|             |                         |                  |           |              |        |
|             |                         |                  |           |              |        |
|             |                         |                  |           |              |        |
|             |                         |                  |           |              |        |
|             |                         |                  |           |              |        |
|             |                         |                  |           |              |        |
|             |                         |                  |           |              |        |
|             |                         |                  |           |              |        |
|             |                         |                  |           |              |        |
|             |                         |                  |           |              |        |
|             |                         |                  |           |              |        |
|             |                         |                  |           |              |        |
|             |                         |                  |           |              |        |
|             |                         |                  |           |              |        |

**Name of Tendering Entity:**

---

**Signature :**

**Date :**

---

**FORM 2.1.4 PROPOSED KEY PERSONNEL**

The Tenderer shall list below the key personnel (including first nominee and the second-choice alternate), whom he proposes to employ on the project should his tender be accepted, both at his headquarters and on the Site, to direct and for the execution of the work, together with their qualifications, experience, positions held and their nationalities.

| DESIGNATION                           | NAME OF                | NATIONALITY: | SUMMARY OF                    |                                   | HDI Status | Fee (Time Based) |
|---------------------------------------|------------------------|--------------|-------------------------------|-----------------------------------|------------|------------------|
|                                       | NOMINEE (ii) ALTERNATE |              | QUALIFICATIONS AND NQF STATUS | EXPERIENCE AND PRESENT OCCUPATION | Yes/No     |                  |
| HEADQUARTERS<br>Partner/director      |                        |              |                               |                                   |            |                  |
|                                       |                        |              |                               |                                   |            |                  |
|                                       |                        |              |                               |                                   |            |                  |
|                                       |                        |              |                               |                                   |            |                  |
|                                       |                        |              |                               |                                   |            |                  |
|                                       |                        |              |                               |                                   |            |                  |
|                                       |                        |              |                               |                                   |            |                  |
|                                       |                        |              |                               |                                   |            |                  |
| Project manager                       |                        |              |                               |                                   |            |                  |
|                                       |                        |              |                               |                                   |            |                  |
|                                       |                        |              |                               |                                   |            |                  |
|                                       |                        |              |                               |                                   |            |                  |
|                                       |                        |              |                               |                                   |            |                  |
| Other key staff<br>(give designation) |                        |              |                               |                                   |            |                  |
|                                       |                        |              |                               |                                   |            |                  |
|                                       |                        |              |                               |                                   |            |                  |
|                                       |                        |              |                               |                                   |            |                  |
|                                       |                        |              |                               |                                   |            |                  |

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

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



**Returnable Schedules Required For Tender Evaluation**

**Part T2.1**

Form 2.1.4 continued ....

| DESIGNATION                        | NAME OF                | NATIONALITY: | SUMMARY OF                    |                           |         | HDI Status | Fee (Time Based) |
|------------------------------------|------------------------|--------------|-------------------------------|---------------------------|---------|------------|------------------|
|                                    | NOMINEE (ii) ALTERNATE |              | QUALIFICATIONS AND NQF STATUS | EXPERIENCE AND OCCUPATION | PRESENT | Yes/No     |                  |
| <u>CONSTRUCTION MONITORING</u>     |                        |              |                               |                           |         |            |                  |
|                                    |                        |              |                               |                           |         |            |                  |
|                                    |                        |              |                               |                           |         |            |                  |
|                                    |                        |              |                               |                           |         |            |                  |
|                                    |                        |              |                               |                           |         |            |                  |
|                                    |                        |              |                               |                           |         |            |                  |
|                                    |                        |              |                               |                           |         |            |                  |
|                                    |                        |              |                               |                           |         |            |                  |
| Other key staff (give designation) |                        |              |                               |                           |         |            |                  |
|                                    |                        |              |                               |                           |         |            |                  |
|                                    |                        |              |                               |                           |         |            |                  |
|                                    |                        |              |                               |                           |         |            |                  |
|                                    |                        |              |                               |                           |         |            |                  |
|                                    |                        |              |                               |                           |         |            |                  |
|                                    |                        |              |                               |                           |         |            |                  |
|                                    |                        |              |                               |                           |         |            |                  |

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

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

**FORM 2.1.5 SCHEDULE OF INFRASTRUCTURE AND RESOURCES**

Provide information on the following:

**Infrastructure and resources available**

Physical facilities

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

**Equipment**

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

|   |                        |
|---|------------------------|
| <b>Description: Equipment owned</b>     | <b>Number of units</b> |
|   |                        |
|   |                        |
|   |                        |
|   |                        |
|   |                        |
|   |                        |
| <b>Description: Computer Hardware</b>   | <b>Number of units</b> |
|   |                        |
|   |                        |
| <b>Description: Software to be Used</b> | <b>Number of units</b> |
|   |                        |
|   |                        |

**Returnable Schedules Required For Tender Evaluation**

**Part T2.1**

**Size of enterprise and current workload:**

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

What is the estimated turnover for your current financial year? .....

**List your current contracts and obligations:**

| Description | Value ® | Start date | Duration | Expected completed date |
|-------------|---------|------------|----------|-------------------------|
|             |         |            |          |                         |
|             |         |            |          |                         |
|             |         |            |          |                         |
|             |         |            |          |                         |

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

**Staffing Profile:**

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

| Permanently employed staff : gender and race                     | Number of staff |
|--|-----------------|
|  |                 |
|  |                 |
|  |                 |
|  |                 |
| Temporary staff to be employed for the project : gender and race | Number of staff |
|  |                 |
|  |                 |
|  |                 |

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

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

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

**FORM 2.1.6 SCHEDULE OF APPROACH AND METHODOLOGY/ WORK PLAN**

**Understanding the terms of reference / brief**

1. Do you as the contractor understand what is required in terms of the project stated above?

|     |  |    |  |
|-----|--|----|--|
| Yes |  | No |  |
|-----|--|----|--|

(Tick Appropriate Block)

2. If you answered Yes to question 1 above, please explain briefly your understanding of the project in no more than 50 words.

|  |
|--|
|  |
|  |
|  |
|  |
|  |
|  |

3. Considering questions 1 and 2 above, please provide in summary, details of your proposed approach and work plan to the successful completion of the above project.

|  |
|--|
|  |
|  |
|  |
|  |
|  |
|  |
|  |

4. Briefly state if you have any innovative approach for this particular project mentioned above, that you feel will be unique but also economically superior to the normal workable approach at presently undertaken as the norm.

|  |
|--|
|  |
|  |
|  |
|  |
|  |
|  |

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

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

**FORM 2.1.7 SCHEDULE OF SUB-CONTRACTORS**

The Bidder shall list below the sub-contractors he/she proposes to employ for part(s) of the work.

*If any or all of the sub-contractor/s listed hereunder are not approved subsequent to acceptance of the Tender, it shall in no way invalidate the Tender or the Contract, and the Tendered unit rates for the respective items of work shall remain final and binding even if a sub-contractor/s not listed below is approved by the Employer.*

| Sub- Contractor's Name | Work Activities to be undertaken by the Sub-contractor | Work Recently Executed by Sub-contractor |
|------------------------|--|--|
|                        |  |  |

**FORM 2.1.8 FINANCIAL REFERENCES****FINANCIAL STATEMENTS**

I/We agree, if required, to furnish an audited copy of the latest set of financial statements together with my/our Directors' and Auditors' report for consideration by the Employer.

**DETAILS OF TENDERING ENTITY'S BANK**

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

| <b>DESCRIPTION OF BANK DETAIL</b> | <b>BANK DETAILS APPLICABLE TO TENDERER 'S HEAD OFFICE</b> |
|-----------------------------------|---|
| Name of bank                      |   |
| Branch name                       |   |
| Branch code                       |   |
| Street address                    |   |
| Postal address                    |   |
| Name of manager                   |   |
| Telephone number                  | (    )  |
| Fax number                        | (    )  |
| Account number                    |   |

**GEORGE MUNICIPALITY**

**DIRECTORATE: ELECTROTECHNICAL SERVICES**

**TENDER NUMBER: ENG015/2023**

**TENDER FOR THE HIRING OF DIESEL OR PETROL GENERATOR SETS, AS AND WHEN REQUIRED, AND MAINTENANCE OF MUNICIPAL OWNED DIESEL OR PETROL GENERATOR SETS FROM DATE OF APPOINTMENT UNTIL 30 JUNE 2026**

**Other Documents Required For Tender Evaluation Purposes (Part T2.2)**

- |            |   |
|------------|---|
| Form 2.2.1 | Certificate of Tenderer's Attendance at the Compulsory Information Session / Site Meeting     |
| Form 2.2.2 | Written Proof of Tenderers registration at the Construction Industry Development Board (CIDB) |

**FORM 2.2.1 CERTIFICATE OF TENDERER'S ATTENDANCE AT THE COMPULSORY CLARIFICATION MEETING**

This is to certify that I, ..... ,  
representative of (Tenderer) .....

.....  
of (address) .....

.....  
.....

Telephone number .....

Fax number .....

attended Clarification Meeting on **Friday, 15 September 2023 at 11:00** in the company  
of

(George Municipality / Employer's Representative) .....

**PLEASE NOTE:**

Tenderers are requested to submit the minutes received at above-mentioned compulsory information session/meeting with their Tender documents. (Non-submission of this information may lead to rejection of this Tender)

**TENDERER 'S REPRESENTATIVE:** .....

**GEORGE MUNICIPALITY / EMPLOYER'S REPRESENTATIVE:** .....



**FORM 2.2.2 PROOF OF REGISTRATION AT THE CONSTRUCTION INDUSTRY  
DEVELOPMENT BOARD (CIDB)**

The Tenderer is to affix to this page:

- Written proof of Tenderers registration at the CIDB.

Returnable Schedules that will be incorporated into Contract

Part T2.2

**GEORGE MUNICIPALITY**

**DIRECTORATE: ELECTROTECHNICAL SERVICES**

**TENDER NUMBER: ENG015/2023**

**TENDER FOR THE HIRING OF DIESEL OR PETROL GENERATOR  
SETS, AS AND WHEN REQUIRED, AND MAINTENANCE OF  
MUNICIPAL OWNED DIESEL OR PETROL GENERATOR SETS FROM  
DATE OF APPOINTMENT UNTIL 30 JUNE 2026**

## **Returnable Schedules that will be Incorporated in the Contract (Part T2.3)**

Form 2.3.1

Record of Addenda to Tender Documents

**FORM 2.3.1 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:

|    | <b>Date</b> | <b>Title or Details</b> |
|----|-------------|-------------------------|
| 1  |             |                         |
| 2  |             |                         |
| 3  |             |                         |
| 4  |             |                         |
| 5  |             |                         |
| 6  |             |                         |
| 7  |             |                         |
| 8  |             |                         |
| 9  |             |                         |
| 10 |             |                         |

Attach additional pages if more space is required.

Signed: ..... Date: .....

Name: ..... Position: .....

SIGNED ON BEHALF OF TENDERER: .....

**1. Infrastructure and resources available**

Evaluation of the following in terms of the size, nature and complexity of goods and/or services required:

- Physical facilities.
- Infrastructure and resources available for the contract owned by the Tenderer.
- Infrastructure and resources the Tenderer intends renting, should the contract be awarded to him.

**2. Size of enterprise, and current workload**

Evaluation of the Tenderer's position in terms of:

- Previous and expected current annual turnover
- Current contractual obligations
- Capacity to execute the contract

**3. Staffing profile**

Evaluation of the Tenderer's position in terms of:

- Staff available for this contract being Tendered for
- Qualifications and experience of key staff to be utilized on this contract.

**4. Previous experience**

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

- Experience in the relevant technical field
- Experience of contracts of similar size
- Some or all of the references will be contacted to obtain their input.

**5. Financial ability to execute the contract**

Evaluation of the Tenderer's financial ability to execute the contract. Emphasis will be placed on the following:

- Professional indemnity
- Contact the Tenderer's bank manager to assess the Tenderer's financial ability to execute the contract and the Tenderer hereby grants his consent for this purpose.

If the Tender does **not** meet the requirements contained in the George Municipality Procurement Policy, and the mentioned framework, it will be rejected by the Council, and may not subsequently be made acceptable by correction or withdrawal of the non-conforming deviation or reservation.

**6. Penalties**

The George Municipality will if upon investigation it is found that a preference in terms of the Act and these regulations has been obtained on a fraudulent basis, or any specified goals are not attained in the performance of the contract, on discretion of the Departmental Head, one or more of the following penalties will be imposed:

- Cancel the contract and recover all losses or damages incurred or sustained from the Tenderer.
- Impose a financial penalty of twice the theoretical financial preference associated with the claim, which was made in the Tender.

## Returnable Schedules that will be incorporated into Contract

## Part T2.2

- Restrict the Tenderer, its shareholders and directors on obtaining any business from the George Municipality for a period of 5 years.

### Compliance with Employment Equity Act 55 of 1998

Attach a valid certificate from the Department of Labour, or a declaration (Refer to Equity Ownership Table) by the designated EMPLOYER, that the EMPLOYER complies with the relevant chapters of the Employment Equity Act.

A failure to comply with the above is sufficient ground for rejection of any offer to conclude an agreement or for cancellation of the agreement.

### Definitions in terms of the last-mentioned Act.

“designated EMPLOYER means-

- an EMPLOYER who employs 50 or more employees;
- an EMPLOYER who employs fewer than 50 employees, but has a total annual turnover that is equal to or above the applicable annual turnover of a small business in terms of Schedule 4 to this Act.”

### “Schedule 4”

### TURNOVER THRESHOLD APPLICABLE TO DESIGNATED EMPLOYERS

| Sector or sub sector in accordance with the Standard Industrial Classification | Total annual turnover |
|--|-----------------------|
| Agriculture  | R 2,00 m              |
| Mining and Quarrying   | R 7,50 m              |
| Manufacturing  | R 10,00 m             |
| Electricity, Gas and Water   | R 10,00 m             |
| Construction   | R 5,00 m              |
| Retail and Motor Trade and Repair Services                                     | R 15,00 m             |
| Wholesale Trade, Commercial Agents and Allied Services                         | R 25,00 m             |
| Catering, Accommodation and other Trade  | R 5,00 m              |
| Transport, Storage and Communications  | R 10,00 m             |
| Finance and Business Services  | R 10,00 m             |
| Community, Social and Personal Services  | R 5,00 m              |

**GEORGE MUNICIPALITY**

**DIRECTORATE: ELECTROTECHNICAL SERVICES**

**TENDER NUMBER: ENG015/2023**

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SETS, AS AND WHEN REQUIRED, AND MAINTENANCE OF  
MUNICIPAL OWNEN DIESEL OR PETROL GENERATOR SETS FROM  
DATE OF APPOINTMENT UNTIL 30 JUNE 2026**

**The Contract (Part C)**

|         |                             |
|---------|-----------------------------|
| Part C1 | Agreement and Contract Data |
| Part C2 | Pricing Data                |
| Part C3 | Scope of Works              |

GEORGE MUNICIPALITY

GEORGE MUNICIPALITY

DIRECTORATE: CIVIL ENGINEERING SERVICES

TENDER NUMBER: ENG015 /2023

TENDER FOR THE HIRING OF DIESEL OR PETROL GENERATOR  
SETS, AS AND WHEN REQUIRED, AND MAINTENANCE OF  
MUNICIPAL OWNED DIESEL OR PETROL GENERATOR SETS FROM  
DATE OF APPOINTMENT UNTIL 30 JUNE 2026

## Agreement And Contract Data (Part C1)

|           |  |
|-----------|--|
| Part C1.1 | Form of Offer and Acceptance                                   |
| Part C1.2 | Contract Data  |
| Part C1.3 | Objections and Complainants Form                               |
| Part C1.4 | Form of Professional Indemnity Insurance / Form of Guarantee?? |

**GEORGE MUNICIPALITY**

**DIRECTORATE: ELECTROTECHNICAL SERVICES**

**TENDER NUMBER: ENG015/2023**

**TENDER FOR THE HIRING OF DIESEL OR PETROL GENERATOR SETS, AS AND WHEN REQUIRED, AND MAINTENANCE OF MUNICIPAL OWNED DIESEL OR PETROL GENERATOR SETS FROM DATE OF APPOINTMENT UNTIL 30 JUNE 2026**

**Form of Offer and Acceptance (Part C1.1)  
(AGREEMENT) OFFER**

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

.....

The Tenderer, identified in the Offer signature block 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 apart of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Service Provider under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

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

.....

.....rand (in words); R ..... (in figures),

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Service Provider in the Conditions of Contract identified in the Contract Data.

Signature(s) \_\_\_\_\_

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

\_\_\_\_\_  
(Name and address of organisation)



**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 Service Provider 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 Form of Offer and Acceptance)
- Part C2 Pricing Data
- Part C3 Scope of Work

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C3 above.

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, contact the Employer’s representative (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

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

Name \_\_\_\_\_

Capacity **DIRECTOR: COMMUNITY SERVICES**

**GEORGE MUNICIPALITY  
CIVIC CENTRE  
YORK STREET  
GEORGE**

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:**

Signature(s)

Name(s)

Capacity

\_\_\_\_\_  
(Name and address of organisation)

**FOR THE EMPLOYER:**

Signature:

Name

Capacity

**DIRECTOR: COMMUNITY SERVICES**

**GEORGE MUNICIPALITY  
CIVIC CENTRE  
YORK STREET  
GEORGE**

**GEORGE MUNICIPALITY**

**DIRECTORATE: ELECTROTECHNICAL SERVICES**

**TENDER NUMBER: ENG015/2023**

**TENDER FOR THE HIRING OF DIESEL OR PETROL GENERATOR SETS, AS AND WHEN REQUIRED, AND MAINTENANCE OF MUNICIPAL OWNED DIESEL OR PETROL GENERATOR SETS FROM DATE OF APPOINTMENT UNTIL 30 JUNE 2026**

**Contract Data (Part C1.2)**

**C1.2 CONTRACT DATA**

*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](http://www.saice.org.za).*

The Conditions of Contract are:

- the “General Conditions of Contract”

as they appear in the commercially available publication “*General Conditions of Contract for Construction Works, Third Edition (2015)*”, published by the South African Institution of Civil Engineering (SAICE) as the August 2015 print edition, hereinafter referred to as GCC 2015; and

- specific data as contained in this Contract Data.

Each party to the Contract shall purchase its own copy of the GCC 2015, from a duly authorised commercial vendor or directly from the publisher:

South African Institution of Civil Engineering  
 Private Bag X200  
 Halfway House 1685  
 South Africa  
 Tel +27 (0)11 805 5947

**PART 1: DATA PROVIDED BY THE EMPLOYER**

The following contract specific data are applicable to this Contract:

|             |  |
|-------------|--|
| Clause 1    | The Employer is the George Municipality.                         |
| 3.4 and 3.5 | The Authorised and Designated representative of the Employer is: |
|             | Name: <b>Thabo Yiga (Project Manager)</b>                        |
|             | The Employer's address for receipt of communications is:         |

**Contract Data**

**Part C1.2**

|                                   |  |  |
|-----------------------------------|--|--|
| Clause 1                          | The Employer is the George Municipality.   |  |
|                                   | Physical address:<br>George Municipality<br>York Street<br>George, 6530  | Postal address:<br>George Municipality<br>PO Box 19<br>George, 6530            |
|                                   | Telephone: (044) 8743917<br>E-mail: tyiga@george.gov.za  |  |
|                                   | The Project is for the hiring of diesel or petrol generator sets, as and when required, and maintenance of municipal owned diesel or petrol generator sets from date of appointment until 30 June 2026.  |  |
| 3.6                               | The Service Provider may release public or media statements or publish material related to the Services or Project subject to the approval of the Employer.  |  |
| 3.7                               | The Services Provision shall be completed for the portions as set out in the Scope of Works.   |  |
| 5.1.1 and 5.1.2                   | The Service Provider is required to provide the Service with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards. Where services include the powers to certify, decide or otherwise exercise discretion in regard to a contractor agreement between the Employer and others then the Service provider shall act in respect of that contract/agreement as an independent |  |
| 5.4.1                             | The Service Provider is required to provide the following insurances:  |  |
|                                   | 1. Insurance against   | <b>Risk in performing professional services (Professional Indemnity cover)</b> |
|                                   | Cover is:  | <b>Equivalent to the project value</b>   |
|                                   | Period of cover:   | <b>Duration of Project</b>   |
|                                   | Deductibles are:   |  |
| 5.5                               | The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions:<br>1. Appointing Sub-Contractors for the performance of any part of the Services.  |  |
| Additional Clause to be added 7.3 | The Employer will not be responsible for any overtime worked by or overtime payments made to personnel, or any additional costs not specified in the tender submitted by the Tenderer.   |  |
| 9.1                               | Copyright of documents prepared for the Project shall be vested with George Municipality.  |  |
| 12.1                              | Settlement of disputes is to be in terms of Clause 49 and 50 of the Supply Chain Management Policy of the George Municipality. See Document C1.3.  |  |
| 14                                | Where not specifically indicated, all tendered prices, rates, tariffs, fees, etcetera are to include 15% VAT.  |  |

**PART 2: DATA PROVIDED BY THE SERVICE PROVIDER**

|        |  |
|--------|--|
| Clause |  |
| 5.1    | The Service Provider is:   |
|        |  |
| 5.3    | The authorized and designated representative of the Service Provider is: |
|        | Name:  |
|        | The Service Provider's address for receipt of communications is          |
|        | Physical address:  |
|        | Postal address:  |
|        |  |

**Contract Data**

**Part C1.2**

|  |            |  |
|--|------------|--|
|  |            |  |
|  | Telephone: |  |
|  | Fax:       |  |
|  | E-mail:    |  |

**GEORGE MUNICIPALITY**

**DIRECTORATE: ELECTROTECHNICAL SERVICES**

**TENDER NUMBER: ENG015/2023**

**TENDER FOR HIRING OF DIESEL OR PETROL GENERATOR SETS, AS AND WHEN REQUIRED, AND MAINTENANCE OF MUNICIPAL OWNED DIESEL OR PETROL GENERATOR SETS FROM DATE OF APPOINTMENT UNTIL 30 JUNE 2026**

**Objections and Complainants Form (Part C1.3)**

(Section 4, item 50 of the George Municipality's Supply Chain Management Policy)

(1) Details of Objector/Complainant

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

Address: (postal and street): \_\_\_\_\_

---

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact person: \_\_\_\_\_

Reference number of Tender : \_\_\_\_\_

Other Party's Details (If any)

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

Address: (postal and street): \_\_\_\_\_

---

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact person: \_\_\_\_\_

Reference number of Tender: \_\_\_\_\_

Description of Issue[s] in Dispute

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List of Documents Attached

---

Determination Sought in Respect of Objection or Complaint

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Form submitted by:

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

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

Position: \_\_\_\_\_

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

Place: \_\_\_\_\_

**GEORGE MUNICIPALITY**

**DIRECTORATE: ELECTROTECHNICAL SERVICES**

**TENDER NUMBER: ENG015/2023**

**TENDER FOR THE HIRING OF DIESEL OR PETROL GENERATOR  
SETS, AS AND WHEN REQUIRED, AND MAINTENANCE OF  
MUNICIPAL OWNED DIESEL OR PETROL GENERATR SETS FROM  
DATE OF APPOINTMENT UNTIL 30 JUNE 2026**

**Form of Professional Indemnity Insurance / Form  
of Performance Guarantee ????**

**(Part C1.4)**

The Tenderer must affix proof of Professional Indemnity Insurance to this page.



**GEORGE MUNICIPALITY**

**DIRECTORATE: ELECTROTECHNICAL SERVICES**

**TENDER NUMBER: ENG015/2023**

**TENDER FOR THE HIRING OF DIESEL OR PETROL GENERATOR SETS, AS AND WHEN  
REQUIRED, AND MAINTENANCE OF MUNICIPAL OWNED DIESEL OR PETROL GENERATR  
SETS FROM DATE OF APPOINTMENT UNTIL 30 JUNE 2026**

**Pricing Data (Part C 2)**

C2.1 Pricing Instructions

C2.2 Schedule of Activities

The following must be noted when pricing the tender:

1. The purpose of the Bills of Quantity (BOQ) is to define measurable pricing data for tender evaluation and to determine payment due for Works done to date.
2. This is a re-measurable contract, with a maximum upper limit of 10% above the tendered Form of Offer.
3. The tender price must be based on the Bills of Quantities. The priced Bills of Quantities shall be submitted with the tender documents.
4. The BOQ forms part of and must be read in conjunction with the Specification.
5. The summary page of the BOQ lists all the subtotals for each of the categorised items, starting with Preliminary and Generals, Leasing of Generator sets, Maintenance of Existing Generator sets, Training, Servicing Unplanned Breakdowns and Documentation. The sum of the above-mentioned items equate to a Total for Materials and Labour, exclusive of VAT. Then 10% of the Materials and Labour is added as Contingency Sum, then R2 million for Provisionals sums, then a contractor’s markup as a percentage of the Provisional Sum. The summation of the items (A7 to A10) gives the NETT Tender Amount, VAT exclusive. Thereafter 15% of VAT is added to form the Gross Tender Amount (Form of Offer).
- 6.

| ITEM | DESCRIPTION  |
|------|--|
| A.1  | SUB-TOTAL 1: Preliminary & General   |
| A.2  | SUBTOTAL 2: Leasing of Generator Sets  |
| A.3  | SUBTOTAL 3: Maintenance of Existing Gensets  |
| A.4  | SUBTOTAL 4: Training   |
| A.5  | SUBTOTAL 5: Servicing Unplanned Breakdowns   |
| A.6  | SUBTOTAL 6: Documentation  |
| A.7  | Total for Materials and Labour   |
| A.8  | Contingency Sum (10%)  |
| A.9  | Provisional sum for unscheduled items found to be defective/faulty and require replacement or repair. This item is applicable to existing components and do not cover defective work and equipment supplied by the appointed service provider.                               |
| A.10 | Percentage mark-up on the provisional sum for only <b>the supply and delivery</b> of defective items that have to be replaced. (Percentage to be provided)<br>The cost for labour will be paid based on the hourly rate/s of the personnel doing the replacement or repairs. |
| A.11 | Nett Tender Amount (Exc VAT)   |
| A.12 | 15% VAT  |
| A.13 | Gross Tender Amount (Form of Offer)  |

7. The Gross Tender Amount will be used in the evaluation formula to calculate each tenderer’s points scored out of the 80 points total.

8. The prices stated in the BOQ will not be subject to escalation and will remain as they are for the duration of the contract.
9. The completed Bills of Quantities shall detail the unit-rate / Lot / Sum, Quantity and Total amount for respectively for each Item. Tenderers are advised to check their item extensions and total additions since no claim for arithmetical errors will be considered.

10. No alteration, erasure or addition is to be made in the text of the Bills of Quantities. Should any erasure or addition be made it will not be recognised but the original wording of the Bills of Quantities will be adhered to.
11. The Engineer will check the completed Bills of Quantities for arithmetical errors, omissions and discrepancies.
12. The contractor will only be paid for items which have been supplied or work that has been performed. A portion of this work is on an ad hoc basis, so if it is not necessary and the contractor is not called to do it, then he shall not claim for it, even though he priced for it in the bill of quantities.
13. Only major Items have been scheduled but the Tenderer shall nevertheless include for all things he considers necessary whether specified in detail or not to complete the work to specification and in a satisfactory and workmanlike manner, to provide a complete and working system. No extra price will be considered for the provision of materials which should have been allowed to be complete the works unless detailed by the Contractor in the space provided elsewhere in the Specification.
14. Where such equipment is found not to comply with the Specification, the Contractor will be required to provide equipment which does comply, without adjustment to the price in the Bills of Quantities.
15. Where no rates are filled-in by the Tenderer, or the rate is indicated as Nil, it will be assumed that there is no charge for the particular item and that the cost thereof has been included in the other rates provided.
16. The Bills of Quantities shall not be used for ordering purposes. The Contractor shall check and measure the lengths of cables / conductors on site before ordering any of these materials.
17. Variations to be paid under the Contingency allowance (if any) shall be solely at the discretion and on the written instruction of the Client.
18. An Excel spreadsheet version of the Bill will be made available to Tenderers. The Engineer or the Employer does not take responsibility for any arithmetical or other errors that may occur due to the use of the spreadsheet. The original wording and quantities of the Bills included in the tender document will be adhered to. The priced printed version of the Bill may be submitted, however, each page must be initialed by the Tenderer. The Price Summary must be completed by hand and signed in black ink.
19. Contract Price Adjustment – for the first 12 months from date of appointment, all prices will remain fixed, thereafter escalation will be applied from month 13 based on SEIFSA indices for contract price adjustment.

**TENDER NUMBER: ENG015/2023**  
**HIRING OF DIESEL AND PETROL GENERATOR SETS, AS AND WHEN**  
**REQUIRED, AND MAINTENANCE OF MUNICIPAL OWNED DIESEL**  
**GENERATOR SETS FOR A PERIOD OF THREE YEARS FROM DATE OF**  
**APPOINTMENT**

**BILL OF QUANTITIES**

| Item Nr   | Description  | Unit | Quantity | Rate per unit | Calculated Total |
|-----------|--|------|----------|---------------|------------------|
| <b>1</b>  | <b>PRELIMINARY AND GENERALS</b>  |      |          |               |                  |
| 1,1       | To comply with all contractual and legislative requirements, and compliance with Occupational Health and Safety Specification. (Health and Safety Plan etc.)       | Sum  | 1        | R             | R                |
| 1,2       | Provision of Ablution facilities for staff and Site Establishment if contractor deems it necessary.  | Sum  | 1        | R             | R                |
| 1,3       | Preparation of Programme (Gantt chart), attending site meetings, general dealings with Project Manager and other municipal staff if contractor deems it necessary. | Sum  | 1        | R             | R                |
| 1,4       | Security (only during installation)  | Sum  | 1        | R             | R                |
|           |  |      |          |               |                  |
| <b>A1</b> | <b>SUB - TOTAL 1: Preliminary and Generals</b>   |      |          |               | R                |
|           |  |      |          |               |                  |
| <b>2</b>  | <b>SERVICES ASSOCIATED WITH LEASING OF THE GENSETS</b>   |      |          |               |                  |
| 2,1       | This relates to costs associated with delivery, rigging, site assessment, installation and commissioning of the hired generator sets.                              |      |          |               |                  |
| 2.1.1     | 20 kVA   | Each | 1        | R             | R                |
| 2.1.2     | 50 kVA   | Each | 1        | R             | R                |
| 2.1.3     | 100 kVA  | Each | 1        | R             | R                |
| 2.1.4     | 200 kVA  | Each | 1        | R             | R                |
| 2.1.5     | 300 kVA  | Each | 1        | R             | R                |
| 2.1.6     | 500 kVA  | Each | 1        | R             | R                |
| 2.1.7     | 800 kVA  | Each | 1        | R             | R                |
| 2.1.8     | 1000 kVA   | Each | 1        | R             | R                |
|           |  |      |          |               |                  |

| Item Nr   | Description  | Unit   | Quantity | Rate per unit | Calculated Total |
|-----------|--|--------|----------|---------------|------------------|
|           | Weekly Costs for Renting of the Generator Sets. After the hired gensets have been installed and commissioned, this costs refers to weekly rates payable to the contractor when hiring is required. |        |          |               |                  |
| 2.1.9     | 20 kVA   | weekly | 1        | R             | R                |
| 2.1.10    | 50 kVA   | weekly | 1        | R             | R                |
| 2.1.11    | 100 kVA  | weekly | 1        | R             | R                |
| 2.1.12    | 200 kVA  | weekly | 1        | R             | R                |
| 2.1.13    | 300 kVA  | weekly | 1        | R             | R                |
| 2.1.14    | 500 kVA  | weekly | 1        | R             | R                |
| 2.1.15    | 800 kVA  | weekly | 1        | R             | R                |
| 2.1.16    | 1000 kVA   | weekly | 1        | R             | R                |
|           |  |        |          |               |                  |
| 2,2       | Cabling and Accessories - costs related electrical cables for generator installation if the specific site/s requires one   |        |          |               |                  |
| 2.2.1     | Supply, Installation and termination of a 120mm <sup>2</sup> 4 core PVC/SWA Cu cable   | metres | 10       | R             | R                |
| 2.2.2     | Supply, Installation and termination of a 95mm <sup>2</sup> 4 core PVC/SWA Cu cable  | metres | 10       | R             | R                |
| 2.2.3     | Supply, Installation and termination of a 70mm <sup>2</sup> 4 core PVC/SWA Cu cable  | metres | 10       | R             | R                |
| 2.2.4     | Supply and Install control cabling   | metres | 10       | R             | R                |
| 2.2.5     | Supply and installation of 50mm <sup>2</sup> BCEW  | metres | 10       | R             | R                |
| 2.2.6     | Supply and installation of 70mm <sup>2</sup> BCEW  | metres | 10       | R             | R                |
| 2.2.7     | Telemetry - no integration with George system, function as a stand alone   | Sum    | 1        | R             | R                |
| 2.2.8     | Lead Acid/ Lithium ion 105 Amp hour generator batteries (12 and or 24V DC)   | Each   | 1        | R             | R                |
|           |  |        |          |               |                  |
|           |  |        |          |               |                  |
| 2,3       | Trenching and Backfilling, Compaction, danger tape and markers for cable installation , if necessary   |        |          |               |                  |
| 2.3.1     | Soft soil  | metre  | 20       | R             | R                |
| 2.3.2     | Intermediate soil  | metre  | 20       | R             | R                |
| 2.3.3     | Hard soil  | metre  | 20       | R             | R                |
| 2.3.4     | Stablising the generators ( concrete plint and earth works)  | Sum    | 1        | R             | R                |
|           |  |        |          |               |                  |
| <b>A2</b> | <b>SUB TOTAL 2: Leasing of the Gensets Services</b>  |        |          |               | <b>R</b>         |

| Item Nr | Description  | Unit | Quantity | Rate per unit | Calculated Total |
|---------|--|------|----------|---------------|------------------|
| 3       | <b>MAINTENANCE OF EXISTING GENERATOR SETS</b>  |      |          |               |                  |
| 3,1     | This relates to costs associated with Maintenance of existing generator sets after every 250 hours of operation over a 30-month contract period.<br>The maintenance procedure shall, at minimum, abide by the maintenance checklist defined in the scope of works. |      |          |               |                  |
| 3.1.1   | 15 kVA - Pacaltsdorp Civic Building  | Each | 1        | R             | R                |
| 3.1.2   | 20 kVA – Touwronten E  | Each | 1        | R             | R                |
| 3.1.3   | 20 kVA – The Electrical Workshop   | Each | 1        | R             | R                |
| 3.1.4   | 30 kVA – Central   | Each | 1        | R             | R                |
| 3.1.5   | 30 kVA - Fancourt  | Each | 1        | R             | R                |
| 3.1.6   | 30 kVA - Small mobile trailer  | Each | 1        | R             | R                |
| 3.1.7   | 40 kVA - Gwaying Sewage Works  | Each | 1        | R             | R                |
| 3.1.8   | 40 kVA - Le Grande Water Pump Station  | Each | 1        | R             | R                |
| 3.1.9   | 50 kVA - Vehicle Registration  | Each | 1        | R             | R                |
| 3.1.10  | 50 kVA - Law Enforcement   | Each | 1        | R             | R                |
| 3.1.11  | 50 kVA - Civil   | Each | 1        | R             | R                |
| 3.1.12  | 50 kVA - Tamsui Pump Station   | Each | 1        | R             | R                |
| 3.1.13  | 60 kVA – Thembaletu No 2   | Each | 1        | R             | R                |
| 3.1.14  | 60 kVA – Touwronten D  | Each | 1        | R             | R                |
| 3.1.15  | 68 kVA - Eskom Water Pump Station  | Each | 1        | R             | R                |
| 3.1.16  | 70 kVA - Kleinkrantz Pump Station  | Each | 1        | R             | R                |
| 3.1.17  | 70 kVA - Kleinkrantz Sewage Pump Station   | Each | 1        | R             | R                |
| 3.1.18  | 80 kVA - Oorlaai Pump Station  | Each | 1        | R             | R                |
| 3.1.19  | 80 kVA - Old Water Works   | Each | 1        | R             | R                |
| 3.1.20  | 80 kVA - Saasveld Pump Station   | Each | 1        | R             | R                |
| 3.1.21  | 100 kVA - Serpentine   | Each | 1        | R             | R                |
| 3.1.22  | 100 kVA – Touwronten A   | Each | 1        | R             | R                |
| 3.1.23  | 100 kVA - Esturne  | Each | 1        | R             | R                |
| 3.1.24  | 130 kVA - Trailer Break Water Bay  | Each | 1        | R             | R                |
| 3.1.25  | 150 kVA - Welgelegen Sewer Pump Station  | Each | 1        | R             | R                |
| 3.1.26  | 150 kVA - Herolds Bay Sewage Pump Station  | Each | 1        | R             | R                |
| 3.1.27  | 200 kVA – Rooi Rivier  | Each | 1        | R             | R                |
| 3.1.28  | 200 kVA - Thembaletu Pump Station No 7   | Each | 1        | R             | R                |
| 3.1.29  | 200 kVA – Thembaletu No 1  |      | 1        |               |                  |
| 3.1.30  | 200 kVA - George Civic Centre  | Each | 1        | R             | R                |
| 3.1.31  | 200 kVA - Kraaibosch Sewage Pump Station   | Each | 1        | R             | R                |
| 3.1.32  | 200 kVA - Eden Sewage Pump Station   | Each | 1        | R             | R                |

| Item Nr   | Description   | Unit          | Quantity | Rate per unit | Calculated Total |
|-----------|---|---------------|----------|---------------|------------------|
| 3.1.33    | 250 kVA - Victoria Bay Pump Station   | Each          | 1        | R             | R                |
| 3.1.34    | 300 kVA – Pacaltsdorp No 03   | Each          | 1        | R             | R                |
| 3.1.35    | 300 kVA - Erb and Flow  | Each          | 1        | R             | R                |
| 3.1.36    | 350 kVA - Thembaletu Pump Station No 06   | Each          | 1        | R             | R                |
| 3.1.37    | 500 kVA - Garden Route Dam  | Each          | 1        | R             | R                |
| 3.1.38    | 500 kVA - Large Mobile Trailer 1  | Each          | 1        | R             | R                |
| 3.1.39    | 500 kVA - Large Mobile Trailer 2  | Each          | 1        | R             | R                |
| 3.1.40    | 800 kVA - Outeniqua Waste water Treatment Works   | Each          | 1        | R             | R                |
| 3.1.41    | 800 kVA - New Water Works   | Each          | 1        | R             | R                |
| 3.1.42    | 1 000 kVA - Pacaltsdorp No1 Sewage Pump Station   | Each          | 1        | R             | R                |
|           |   |               |          |               |                  |
| <b>A3</b> | <b>SUB TOTAL 03 - Maintenance of Existing Generator Sets</b>  |               |          |               | <b>R</b>         |
|           |   |               |          |               |                  |
| <b>4</b>  | <b>TRAINING</b>   |               |          |               |                  |
| 4.1       | Training of 3 Municipal staff on maintenance of the generator sets everytime the contractor comes to site for maintenance   | Sum           | 1        | R             | R                |
|           |   |               |          |               |                  |
| <b>A4</b> | <b>SUB TOTAL 4: Training</b>  |               |          |               | <b>R</b>         |
|           |   |               |          |               |                  |
| <b>5</b>  | <b>SERVICING - UNPLANNED BREAKDOWNS</b>   |               |          |               |                  |
| 5.1       | This refers to unplanned generator breakdowns or failures that have to be fixed urgently and require emergency work. The Rate per hour for each staff based on their designation shall be stated here |               |          |               |                  |
| 5.1.1     | Skilled Labour - Registered Electrician   | Rate per hour | 10       |               |                  |
| 5.1.2     | Supervisor  | Rate per hour | 10       |               |                  |
| 5.1.3     | Technician  | Rate per hour | 10       |               |                  |
| 5.1.4     | Artisan   | Rate per hour | 10       |               |                  |



| Item Nr    | Description   | Unit          | Quantity | Rate per unit | Calculated Total |
|------------|---|---------------|----------|---------------|------------------|
| 5.1.5      | Unskilled Labour  | Rate per hour | 10       | R             | R                |
| <b>A5</b>  | <b>SUB TOTAL 5 - Servicing Unplanned Breakdowns</b>   |               |          |               | R                |
| <b>6</b>   | <b>DOCUMENTATION</b>  |               |          |               |                  |
| 6.1        | Compilation of Four (4) sets of Operating and Maintenance Manuals, including all equipment data                                 | Sum           | 1        | R             | R                |
| 6.2        | Certificate of Compliance for each installation made  | Sum           | 1        | R             | R                |
| 6.3        | Any other items required for the successful completion of the work but not included in this bill of quantities. Please specify. | Sum           | 1        | R             | R                |
| <b>A6</b>  | <b>SUB TOTAL 6 - Documentation</b>  |               |          |               | R                |
| <b>A7</b>  | <b>SUB TOTAL 7: Total for Materials and Labour ( A1+A2+A3+A4+A5+A6)</b>   |               |          |               | R                |
| <b>A8</b>  | <b>Contingency Sum (10% of A7)</b>  |               |          |               | R                |
| <b>A9</b>  | <b>Provisional Sum</b>  |               |          |               | R 2 000 000      |
| <b>A10</b> | <b>Percentage Mark as a Percentage of Provisional Sum</b>   | %             |          |               | R                |

**PRICE SUMMARY****FORM OF OFFER CALCULATION**

| ITEM | DESCRIPTION   | AMOUNT (ZAR) |
|------|---|--------------|
| A1   | Sub Total 1: Preliminary and Generals               | R            |
| A2   | Sub Total 2: Leasing of Gensets                     | R            |
| A3   | Sub Total 3: Maintenance of Existing Generator Sets | R            |
| A4   | Sub Total 4: Training                               | R            |
| A5   | Sub Total 5: Servicing Unplanned Breakdowns         | R            |

| A6   | Sub Total 6: Documentation   |       |     |      | R          |
|------|--|-------|-----|------|------------|
| A7   | Total for Materials and Labour (Excl VAT)  |       |     |      | R          |
| A8   | Contingencies Sum (10 %)   |       |     |      | R          |
| Item | Description  | Unit  | QTY | Rate | Amount     |
| A 9  | Provisional sum for unscheduled items found to be defective/faulty and require replacement or repair. This item is applicable to existing components and do not cover defective work and equipment supplied by the appointed service provider.                               | P Sum | 1   |      | R2 000 000 |
| A 10 | Percentage mark-up on the provisional sum for only <b>the supply and delivery</b> of defective items that have to be replaced. (Percentage to be provided)<br>The cost for labour will be paid based on the hourly rate/s of the personnel doing the replacement or repairs. | %     |     |      | R          |
| A 11 | NETT Tender Amount (Excl VAT)  |       |     |      | R          |
| A12  | 15% VAT  |       |     |      | R          |
| A13  | GROSS TENDER Amount (VAT Incl)   |       |     |      | R          |

**GEORGE MUNICIPALITY**

**DIRECTORATE: ELECTROTECHNICAL SERVICES**

**TENDER NUMBER: ENG015/2023**

**TENDER FOR THE HIRING OF DIESEL OR PETROL GENERATOR  
SETS, AS AND WHEN REQUIRED, AND MAINTENANCE OF  
MUNICIPAL OWNED DIESEL OR PETROL GENERATOR SETS FROM  
DATE OF APPOINTMENT UNTIL 30 JUNE 2026**

**Pricing Instructions (Part C2.1)**

**C2.1 PRICING INSTRUCTIONS**

1. Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT)), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.
2. Show VAT payable by the employer separately as an addition to the tendered total of the prices.
3. Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.
4. State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

**GEORGE MUNICIPALITY**

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**TENDER NUMBER: ENG015/2023**

**TENDER FOR THE HIRING OF DIESEL OR PETROL GENERATOR  
SETS, AS AND WHEN REQUIRED, AND MAINTENANCE OF  
MUNICIPAL OWNED DIESEL OR PETROL GENERATOR SETS FROM  
DATE OF APPOINTMENT UNTIL 30 JUNE 2026**

**Schedule of Activities (C2.2)**

**C 2.2.1 FEE PROPOSAL GUIDELINES**

Please take note of the following extracted guidelines and use this guideline to gauge your tender price for professional services offered. Guidelines are based on the latest Housing Subsidy Quantum of the Department of Local Government and Housing.

**C 2.2.2 OFFERED FEES FOR VARIOUS PROJECTS**

The following is a schedule that takes note of the prices that the Tenderer is offering to render professional services required on the various projects.

Please take note of the guidelines in order to provide Tenderer with a basis for prices offered.

**Discount is restricted to a maximum of 10% of these fees.**

Any discount in excess of 10% will invalidate the tender.

**GEORGE MUNICIPALITY****DIRECTORATE: ELECTROTECHNICAL SERVICES****TENDER NUMBER: ENG015/2023**

**TENDER FOR THE HIRING OF DIESEL OR PETROL GENERATOR SETS, AS AND WHEN REQUIRED, AND MAINTENANCE OF MUNICIPAL OWNED DIESEL OR PETROL GENERATOR SETS FROM DATE OF APPOINTMENT UNTIL 30 JUNE 2026**

**Scope of Works (C3)****C 3.1 DESCRIPTION OF WORKS****TENDER NUMBER: ENG015/2023**

**HIRING OF DIESEL GENERATOR SETS, AS AND WHEN REQUIRED, AND MAINTENANCE OF MUNICIPAL-OWNED DIESEL AND PETROL GENERATOR SETS FOR A PERIOD OF 30 MONTHS FROM THE DATE OF APPOINTMENT**

**SCOPE OF WORKS****DEFINITIONS AND ABBREVIATIONS**

|                      |  |
|----------------------|--|
| Acceptance           | This means that the goods shall have been accepted by GM having been: <ul style="list-style-type: none"> <li>▪ inspected by the Engineer and found to comply with this specification.</li> <li>▪ deliver, installed and commissioned to the address in George, defined in a purchase order issued by GM; and received and signed for by an authorised employee of GM on its behalf.</li> </ul> |
| Approved             | Approved in writing by the Engineer.   |
| Practical Completion | means the <i>works</i> have passed the Practical Completion Test and the Facility is accepted for the purposes of Commercial Operation.  |
| Client               | George Municipality Electrotechnical Services (GM), local government utility of George, South Africa   |
| Contractor           | Contractor appointed to rent out, deliver, install, service and maintain the generator sets as described in this specification   |
| Document             | This complete set of bound conditions, specifications, Bill of Quantities and schedules.   |
| Drawings             | Drawings issued with the Tender Documentation when necessary.  |
| Employer             | George Municipality, local government, South Africa  |
| Engineer             | The person or persons authorised by GM to carry out inspections during manufacture, prior to or after delivery, of the items covered by this specification and acceptance thereof on behalf of the GM  |

|                           |   |
|---------------------------|---|
| Install                   | To erect, connect and commission, complete with related accessories.  |
| Marked Up drawings        | Drawings clearly indicating with red all changes carried out at the site during the erection and testing works. The changed or cancelled items shall not be deleted by eraser or liquid corrector, but crossed only, in order to keep visible the cancelled part. |
| Professional Engineer     | Professional Engineer registered as a PrEng with the Engineering Council of South Africa (ECSA).  |
| Site                      | George Municipality's generator installation sites as stated in the scope of works document   |
| Successful Tenderer       | The Tenderer appointed as Contractor.   |
| ETS                       | Electrotechnical Services, George Municipality  |
| Fuel Atomisation          | The process of breaking down liquid fuel into a mist-like spray to prepare it for vapourisation.  |
| Rigging                   | The ropes and wires supporting a structure or heavy equipment.  |
| Ad Hoc                    | As and when required  |
| O&M                       | Operation and Maintenance   |
| OSH Act                   | Occupational Health and Safety Act  |
| Maintenance and Servicing | Maintenance relates to scheduled tasks that have to be performed every 250 hours of generator operation, whereas Servicing relates to unscheduled and unplanned work that usually has to be performed in an emergency (unplanned breakdowns, etc).                |
| SHEQ                      | Safety, Health, Environmental and Quality   |

### 3.1 DESCRIPTION OF THE WORKS

#### Overview of the works

The George Municipality Electrotechnical Services Department invites Tenders for the Temporary Hiring of diesel and petrol Generator sets as and when required, and for Servicing and Maintenance of Municipal owned Generators and Accessories for a period of 30 months. The hiring/renting services shall include the delivery and installation of the generator sets at the required municipal venues.

The service provider shall allow for all the costs associated with the delivery, installation, testing and commissioning, and decommissioning of the generator sets including cabling, switchboards/control panels, changeover switches, and concrete bases (when required)

Tenderers must allow for all items, whether specified or not, required to complete the installation.

No work will be undertaken by the George Municipality or other third party.

#### Project Description

##### 1.1. Scope of Works

The municipality seeks to provide an added level of assurance to municipal operations by ensuring uninterrupted power supply in the event of a power outage.

1. The generating set shall be housed in an engine room or container/ canopy on site as specified by George Municipality.
2. All work and equipment shall be in accordance with the approved SABS Standards and shall

comply with the Occupational Health and Safety Act, No 85 of 1993 and current regulations of all other codes applicable to this work.

3. It is the contractor's responsibility to ensure that all circuits are designed to carry the load.
4. The contractor must ensure that the phases are properly balanced.
5. Circuit breakers, isolators and wiring to be correctly sized for each unit as per SANS 10142 wiring regulations.
6. The contractor shall ensure that 100 litre fuel is provided for testing and commissioning purposes.
7. The contractor is responsible for providing cable routes and cabling from the main DB to the Generator set.
8. The contractor will be responsible for all electrical cable connections associated with the complete generation set installation.
9. The contractor shall have a qualified electrician and diesel mechanic available to address emergency issues associated with the generator sets, within 24 hours of being notified.
10. Materials and Workmanship - The work throughout shall be executed to the highest standards and to the entire satisfaction of the municipal official in charge who shall interpret the meaning of the Contract Document and shall have the authority to reject any work and materials which, in

his judgement, are not in full accordance therewith. All condemned material and workmanship shall be replaced or rectified as directed and approved by the official-in-charge.

11. All work shall be executed in a first-class manner by a qualified tradesman (registered Electrician and Diesel Mechanic).
12. The contractor shall warrant that the materials and workmanship shall be of the highest standard, that the equipment shall be installed in a practical and first-class manner in accordance with the best practices, ready and complete for full operation. The generator/s to be installed shall not compromise the power quality of the system.
13. All components and their respective adjustment, which do not form part of the equipment installation work but influence the optimum and safe operation of the equipment shall be considered to form part of and shall be included in the Contractor's scope of works.
14. All control equipment and serviceable items shall be installed and positioned such that they will be accessible and maintainable.
15. The Contractor shall make sure that all safety regulations and measures are applied and enforced during the installation and guarantee periods to ensure the safety of the public and the User Client.
16. The control system of the ad hoc generator sets shall comply with the requirements for automatic starting, stopping and interlocking and isolation.
17. Curves furnished by the engine makers, showing the output of the engine offered against the speed, for both intermittent and continuous operation as well as fuel consumption curves when the engine is used for electric generation.
18. Shop drawings and single line diagrams shall be made available to the client prior to installation of the generator sets. In addition, operating manuals shall be made available to the client for the servicing and maintenance portion of the works.

## **1.2. Servicing and Maintenance**

The maintenance of the already installed Generator sets shall comply with the following requirements:

19. Municipal staff responsible for the daily inspection of the generator sets and completion of the plant's logbook, shall report any defects, which cannot be left until the next maintenance inspection, to the contractor as soon as possible. The contractor shall address these defects as soon as reasonably practicable to avoid power outages.
20. Serious faults which should be reported immediately include but are not limited to:
  - (a) Mechanical damage or overheating of the engine or alternator.
  - (b) Electrical damage or overheating to alternator, switchboards or cables.
21. The contractor shall regularly inspect and service each generator set at all the specified sites after **every 250 hours of running time**, or as required for emergency situations. The maintenance shall be arranged a week in advance with the Municipal official in charge of the project.
22. The maintenance of the generator sets shall include but not limited to: inspection/adjusting the alternator and fan belts, checking the battery electrolyte, testing/adding the cooling system supplemental coolant additive (SCA), cleaning/replacing the engine air cleaner element, changing the engine oil and filter, inspecting/replacing the hoses and claim, cleaning the radiator, etc. This process shall cover all the work necessary for proper and thorough servicing and maintenance as deemed necessary by both the contractor and the client.
23. The Checklist to be completed for the maintenance of the generator sets is shown below:



**Schedule of Activities**

**Part C 2.2**

| Checklist to be completed |  | Tick the applicable box                                  |
|---------------------------|--|--|
| a)                        | Complete the plant logbook specifying date of visit, tests done, adjustments made, oil and parts used, defects noted and whether repaired, and any other relevant information.   | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| b)                        | Clean the plant as necessary.  | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| c)                        | Lubricate moving parts as necessary.   | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| d)                        | Check air filters and where necessary, clean filters and replace filter oil or alternatively, change filter elements.  | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| e)                        | Check lubricating oil level and top up as necessary.   | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| f)                        | As per engine manufacturer's recommendation, change lubricating oil when running hours since last oil change are exceeded, using correct grade of oil.   | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| g)                        | Replace lubricating oil filter elements at intervals recommended by the engine manufacturer.   | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| h)                        | Check and adjust valve settings and fuel injection equipment as necessary.<br>e.g sound/ noise induce level (Not super silent needed, reference to bylaw)  | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| i)                        | Check starting and Inverter batteries and top up electrolytes as necessary.  | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| j)                        | Check and adjust battery charger voltage/current settings.   | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| k)                        | Check operation of cooling water pre-heater.   | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| l)                        | Check settings and operation of generator-set protection and alarms.   | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| m)                        | Obtain authorization from Municipal staff in charge and operate the plant off –load for 10 minutes at the end of each visit, checking temperatures and pressures and checking and adjusting the alternator output voltage. | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| n)                        | Immediately thereafter, if authorization can be extended, operate the plant/UPS on-load for a further 10 minutes, repeating the necessary checks.  | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| o)                        | After shutting-down the plant, top-up the fuel tank, using, if possible, fuel supplied by the Municipality.  | Yes <input type="checkbox"/> No <input type="checkbox"/> |

**Schedule of Activities**

**Part C 2.2**

|    |   |  |
|----|---|--|
| p) | Ensure that the bypass control is set to "Standby" and that the duty selector control is set to "Auto" before leaving the plant room. | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| q) | Issue a Service Report to the designated Municipal official.  | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| r) | Be a radius in George Municipal area  | Yes <input type="checkbox"/> No <input type="checkbox"/> |

CONTRACTOR NAME: \_\_\_\_\_

PLANT SITUATED AT: \_\_\_\_\_

Service Log Sheet No: \_\_\_\_\_

Job No: \_\_\_\_\_

Customer: GEORGE MUNICIPALITY Generator (kVA)RATING: \_\_\_\_\_

| Engine    |  | Alternator |  |
|-----------|--|------------|--|
| Make:     |  | Make:      |  |
| Type:     |  | Type:      |  |
| Serial No |  | Serial No  |  |

| RECORD ALL READINGS AFTER 15 MINUTES OPERATION | SET CONDITION                    | RECORD                        | NOMINAL VALUES | FINDINGS                     | CHECKED |  |
|--|----------------------------------|-------------------------------|----------------|------------------------------|---------|--|
|  | Engine Stationary<br>(Section 1) | 1. Water Level                |                | Full                         |         |  |
|  |                                  | 2. Oil Level                  |                | Between Min and Max Markings |         |  |
|  |                                  | 3. Fuel Tank                  |                | > 60%                        | %       |  |
|  |                                  | 4. Engine Heater              |                | 50°C                         |         |  |
|  |                                  | 5. Battery Level              |                |                              |         |  |
|  |                                  | 6. Batt Charging Rate (Panel) |                | ± 1.2 Amp                    | Amp     |  |
|  |                                  | 7. Battery Voltage            |                | 13.5V or 27V                 |         |  |
|  |                                  | 8. V-Belt Tension             |                | ± 20mm play                  |         |  |
|  |                                  | 9. Air Cleaner                |                | GREEN                        |         |  |
|  | Engine Running<br>(Section 2)    | 10. Engine Temperature        |                | 85°C                         | ° C     |  |
|  |                                  | 11. Oil Pressure              |                | ± 3.5 KPA                    | KPA     |  |
| 12. Batt Charging Rate (Engine)                |                                  |                               | 05 – 20 Amp    | Amp                          |         |  |

**Schedule of Activities**

**Part C 2.2**

|  |                |                          |       |    |  |
|--|----------------|--------------------------|-------|----|--|
|  |                | 13. Alternator Voltage   |       | V  |  |
|  |                | 14. Alternator Frequency | 50 Hz | Hz |  |
|  |                | 15. Engine Running Hours |       |    |  |
|  | <b>Remarks</b> |                          |       |    |  |

**Customer's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Customer's Order No:** \_\_\_\_\_

**Invoice No:** \_\_\_\_\_

### 1.3. Existing Generator Sites

The generator sets to be maintained as part of this tender are located at the following sites:

| ID ITEM NO. | GPS CO-ORDINATES               | LOCATION DESCRIPTION                | GENERATOR (kVA) | DISTANCE FROM GEORGE MUNICIPALITY: CIVIC CENTRE – YORK STR (km) |
|-------------|--------------------------------|-------------------------------------|-----------------|---|
| 1.          | S 33°56'07.6" E<br>22°28'35.9" | Old Water Works                     | 80              | 04  |
| 2.          | S 33.961623, E<br>22.464870    | Electrical Workshop Lighting Plant  | 20              | 03  |
| 3.          | S 34.053246, E<br>22.392787    | Herolds Bay Sewage Pump Station     | 150             | 25  |
| 4.          | -34.015814, 22.458584          | Pacaltsdorp Civic Lighting Plant    | 15              | 10  |
| 5.          | -33.960739, 22.453674          | George Civic Lighting Plant         | 200             | 00  |
| 6.          | S 33.961623, E<br>22.464870    | Small Mobile Trailer                | 30              | 03  |
| 7.          | -33.958254, 22.497600          | Eden Sewage Pump Station            | 200             | 06  |
| 8.          | -34.005608, 22.667282          | Kleinkranz Sewage Pump Station      | 70              | 30  |
| 9.          | -33.977401, 22.465376          | Large Mobile Trailer No.1           | 500             | 04  |
| 10.         | -33.977401, 22.465376          | Large Mobile Trailer No.2           | 500             | 04  |
| 11.         | -34.050251, 22.439359          | Le Grande Water Pump Station        | 40              | 15  |
| 12.         | -33.985997, 22.515315          | Kraaibosch Sewage Pump Station      | 200             | 08  |
| 13.         | -33.943351, 22.483151          | New Water Works                     | 800             | 05  |
| 14.         | -33.939076, 22.404207          | Eskom Water Pump Station            | 68              | 14  |
| 15.         | -34.011438, 22.464532          | Pacaltsdorp No.1 sewer Pump Station | 1 000           | 08  |
| 16.         | -33.981455, 22.515888          | Welgelegen Sewer Pump Station       | 150             | 10  |
| 17.         | -34.053536, 22.413022          | Trailer Break Water Bay             | 130             | 25  |
| 18.         | 33.943526, 22.528204           | Saasveld Pump Station               | 80              | 13.5  |
| 19.         | -34.020664, 22.490590          | Thembaletu Pump Station No. 06      | 350             | 10  |
| 20.         | -34.006090, 22.510933          | Thembaletu Pump Station No. 07      | 200             | 11  |
| 21.         | -34.004565, 22.548303          | Victoria Bay Pump Station           | 250             | 15  |
| 22.         | -33.992569, 22.423881          | Gwaying Sewage works                | 40              | 5.5   |
| 23.         | -33.987892, 22.608482          | Erb & Flow                          | 300             | 22  |
| 24.         | -33.964196, 22.469003          | Vehicle Registration                | 50              | 02  |
| 25.         | -33.961153, 22.465399          | Law Enforcement                     | 50              | 1.8   |
| 26.         | -33.979074, 22.463386          | Civil                               | 50              | 03  |
| 27.         | -33.992569, 22.423881          | Oorlaai Station                     | 80              | 5.5   |
| 28.         | 34.001299, 22.650899           | Kleinkrantz Pump station            | 70              | 30  |
| 29.         | -34.004553, 22.463391          | Outeniqua Water Waste Treatment     | 800             | 07  |
| 30.         | -33.994652, 22.458969          | Tamsui Pump station                 | 50              | 05  |

|    |                       |                  |     |    |
|----|-----------------------|------------------|-----|----|
| 31 | -33.964978, 22.515333 | Garden Route Dam | 500 | 07 |
| 32 | George                | Proefplaas       | 300 | 07 |
| 33 | George                | Rooi Rivier      | 200 | 07 |
| 34 | George                | Thembaletu No 1  | 200 | 08 |
| 35 | George                | Serpentine       | 100 | 08 |
| 36 | George                | Estune           | 100 | 10 |
| 37 | George                | Touwsrante A     | 100 | 10 |
| 38 | George                | Thembaletu No 2  | 60  | 08 |
| 39 | George                | Touwsrante D     | 60  | 10 |
| 40 | George                | Central          | 30  | 04 |
| 41 | George                | Fancourt         | 30  | 07 |
| 42 | George                | Touwsrante E     | 20  | 10 |

#### 1.4. Regulations

Both the installation (ad hoc) and maintenance of the generator sets shall be in accordance with the following Acts and regulations:

- 1.4.1. The latest issue of SANS 10142: "Code of Practice for the Wiring of Premises",
- 1.4.2. The Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended,
- 1.4.3. The Local Government Ordinance 1939 (Ordinance 17 of 1939) as amended and the municipal by-laws and any special requirements of the local supply authority,
- 1.4.4. The National Building Regulations and Building Standards Act 1977 (Act 103 of 1977) as amended,
- 1.4.5. The Electricity Act 1984 (Act 41 of 1984) as amended and
- 1.4.6. The Regulations of the local Gas Board where applicable.

#### 1.5. Equipment Requirements

- 1.5.1. Engine  
The engine must comply with the requirements as laid down in BS 5514 and must be of the atomised injection, compression, ignition type, running at a speed not exceeding 1500 r.p.m, 400V , 3phase, 50HZ, prime output rating kVA and 0,8 power factor lagging.
- 1.5.2. Starting and Stopping  
The engine shall be fitted with an electric starter motor and be easily started from cold, without the use of any special ignition devices under summer as well as winter conditions. Tenderers must state what arrangements are provided to ensure easy starting in cold weather. Full details of this equipment must be submitted. In the case of water-cooled engines, any electrical heaters shall be thermostatically controlled. The electrical circuit for such heaters shall be taken from the control panel and must be protected by a suitable circuit breaker.
- 1.5.3. Starter Battery  
The set must be supplied a fully charged lead-acid/lithium-ion type battery, complete with necessary electrolyte. The battery must have sufficient capacity to provide the starting torque stipulated by the engine makers. The battery must be of the heavy duty "low maintenance" type, house in a suitable battery box.

1.5.4. Automatic Change-over System

A fully automatic change-over system must be provided to isolate the mains supply and connect the standby set to the outgoing feeder in case of a mains failure and reverse this procedure on return of the mains.

1.5.5. Start Delay

Starting shall be automatic in event of a mains failure. A 0-15 second adjustable start delay timer shall be provided to prevent start-up on power trips or very short interruptions.

1.5.6. Stop Delay

A stop delay with timer is required for the set, to keep the set on load for an adjustable period of one to sixty seconds after the return of the mains supply, before changing back to the supply. An additional timer shall keep the set running for a further adjustable cooling period of 5 to 10 minutes at no-load before stopping.

**Installation**

Except for the supply of the incoming mains cable and outgoing feeder cables, the tenderer must include for the complete installation and wiring of the equipment in running order, including the connection of the incoming cable and outgoing feeder cables.

The connecting of the cable and control cabling to the generator and the control terminals in the LV board remains the responsibility of the tenderer.

The sizes of the generator sets to be hired on an ad hoc basis are as follows:

- i. 20 kVA
- ii. 50 kVA
- iii. 100 kVA
- iv. 200 kVA
- v. 300 kVA
- vi. 500 kVA
- vii. 800 kVA
- viii. 1000 kVA

The contractor must note that he/she will be expected to provide a hiring fee per week for each generator set, including full installation and commissioning. The claim for this amount will only be paid to the contractor should the client require a generator set to be hired. **If none of the client's generator sets fail during the 36 months contract and a hiring service is never required, then the contractor will not be paid any amount under the hiring services of the bill of quantities.**

**2. Warning Notices**

Notices must be installed in the generator rooms if they aren't already there.

The contents of these notices are summarized below:

- a. Unauthorised entry prohibited
- b. Unauthorised handling of equipment prohibited
- c. Procedure in case of electric shock
- d. Procedure in case of fire

The successful tenderer must consult the Occupational Health and Safety Act 83 of 1993 and get approval of the wording from a municipal official, prior to ordering the notices.

Lettering must be black on a yellow background.

Notices (a) must be installed outside next to the entrance of the generator room and (b-d) inside the generator room.

**It would be required of the successful bidder to submit an OHS Plan based on the OHS Specifications applicable to this tender (Attached as Annexure A to this bidding document), 14 days after final award for auditing and approval by Council’s OHS Agent.**

**3. Training Plan**

The Contractor is required to develop and effect a training programme for George Municipal staff to assist with:

Daily operation and maintenance of the generator sets, identifying and remediating issues associated with generator operations. The training must include the skills and knowledge sharing that will enable the municipal staff to perform their own operation and maintenance of the generator sets after the contractor’s tender lapses.

**4. Materials to be Free issued by Others**

It is George Municipality’s intention is to supply no free issue items for this contract. However, should the Municipality provide free-issue items, the Contractor shall be responsible for the collection of these materials from the Municipality’s stores in Mitchell Street in George, delivery to site and installation thereof. Provision has been made in the Bill of Quantities for the necessary handling fee in this regard.

**5. Local Labour and Local Authorities**

**5.1. Community Liaison and Community Relations**

In all dealings with the community, the Contractor shall take due cognisance of the character, culture and circumstances of the community involved and shall at all times use his best endeavours to avoid the development of disputes and to foster a spirit of co-operation and harmony towards the project.

The Contractor shall always, keep the Engineer 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 Engineer. All matters concerning the community shall be discussed and where possible, resolved at such meetings.

**6. Site Meetings**

If required regular site meetings will be convened soon after acceptance of tender at a time and place to be arranged.

Site meetings will be held at three months intervals, or longer or shorter as may be necessary, at a time and day of the week to be mutually agreed, for the duration of the Contract.

**7. TENDER REQUIREMENTS**

All tenderers must comply with the tender requirements in order to be further evaluated based on price.

|     | <b>Tender Requirements</b>   | <b>Tick the applicable box</b>                           |
|-----|--|--|
| 9.1 | Bidder’s relevant experience (track record) of previous contracts of a similar work/ nature, and scale of complexity over the last 10 years. <ul style="list-style-type: none"> <li>• Proof to this effect must be submitted with bidding documents, failure to complete may result in disqualification.</li> </ul>  | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 9.2 | Bidder is registered with the Compensation Commissioner for workmen’s compensation purposes. <ul style="list-style-type: none"> <li>• Proof to this effect must be submitted with bidding documents, failure to complete may result in disqualification.</li> <li>• Bidder must be registered as an Electrical Contractor with the Department of Employment and Labour.</li> </ul> | Yes <input type="checkbox"/> No <input type="checkbox"/> |



|            |   |   |
|------------|---|---|
| <p>9.3</p> | <p>Bidder has a qualified diesel mechanic and a qualified electrician in its employment at their local office and on site, situated in George, failure to comply may result in disqualification.</p> <ul style="list-style-type: none"> <li>• Qualified diesel mechanic and a qualified electrician must have Red Seal, proof(Certified Qualification) must be submitted with tender document on closing date</li> <li>• Proof of office address must accompany tender document or upon successful appointment.</li> <li>• It would be required of the successful bidder to either have or establish local offices in George, staffed with a qualified diesel mechanic and a qualified electrician</li> </ul> | <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> |
|------------|---|---|

**GEORGE MUNICIPALITY**

**DIRECTORATE: ELECTROTECHNICAL SERVICES**

**TENDER NUMBER: ENG015/2023**

**TENDER FOR THE HIRING OF DIESEL OR PETROL GENERATOR  
SETS, AS AND WHEN REQUIRED, AND MAINTENANCE OF  
MUNICIPAL OWNED DIESEL OR PETROL GENERATR SETS FROM  
DATE OF APPOINTMENT UNTIL 30 JUNE 2026**

## **Site Information (Part C4)**

**GEORGE MUNICIPALITY**

**DIRECTORATE: ELECTROTECHNICAL SERVICES**

**TENDER NUMBER: ENG015/2023**

**TENDER FOR THE HIRING OF DIESEL OR PETROL GENERATOR  
SETS, AS AND WHEN REQUIRED, AND MAINTENANCE OF  
MUNICIPAL OWNED DIESEL OR PETROL GENERATOR SETS FROM  
DATE OF APPOINTMENT UNTIL 30 JUNE 2026**

**Annexure: Drawings (Part C5)**



**CONSTRUCTION HEALTH AND  
SAFETY SPECIFICATION  
FOR THE HIRING OF  
GENERATORS**

05 September 2023  
Revision 0

## DOCUMENT INFORMATION SHEET

**Title of Document** : Construction H&S Specification for the Hiring of Generators  
**Type of Report** : H&S Specification  
**Prepared for** : Tender Documents/Bidders  
**Date of Issue** : 06 September 2023

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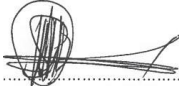
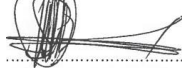
**DOCUMENT CONTROL SHEET**

**PROJECT NAME** : Hiring of Generators  
**DOCUMENT TITLE** : Construction H&S Specification for the Hiring of Generators  
**DOCUMENT NUMBER** : XAKS-SPEC-WC-G-032

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**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.

| <b>ORIGINAL</b>            | <b>Prepared by</b>   | <b>Reviewed by</b>  | <b>Approved by</b>  |
|----------------------------|--|---|---|
| Date:<br><b>06-09-2023</b> | Name: X Redcliffe<br><br>Signature:<br> | Name: L. Mzamo<br><br>Signature:<br> | Name: L. Mzamo<br><br>Signature:<br> |

**REVISION CHART**

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## Contents

1. Definitions
2. Project Scope of works
3. Introduction to this Construction Health and Safety Specification
4. Limitation of liability
5. Purpose of the Construction Health and Safety Specification
6. Implementation of the Construction Health and Safety Specification
7. Notification of Construction Work
8. Construction Manager
9. Construction Safety Officer
10. Hazard Identification and Risk Assessment
11. Health & Safety Plan and File
12. Induction and H&S awareness
13. H&S Competency
14. Staffing on Site/Project
15. Public Health and Safety
16. Access, traffic management and camp site
17. Nightworks and Fatigue
18. Inspections, Monitoring and Reporting
19. Contractor and Sub-Contractors
20. Personal Protective Equipment
21. Occupational H&S Signage
22. First aid management
23. Incident, Accidents and Emergency
24. Facilities for employees
25. Audits and Inspections
26. Hot works, Fire Risk and Fire Protection
27. Existing Services
28. Live Energy Works, Electrical Equipment
29. Ladders
30. Crane and Lifting Operations
31. Storage and use of flammable liquids
32. Hazards Chemicals
33. Housekeeping, Stacking and Storage
34. Waste Management
35. Occupational Health

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. **“COIDA”** means Compensation for Occupational Injuries and Diseases Act 130 of 1993
4. **“Competent person”** means a person who-
  - a. has in respect of the work or task to be performed the required knowledge, training and experience and, where applicable, qualifications, specific to that work or task: Provided that where appropriate qualifications and training are registered in terms of the provisions of the National Qualification Framework Act, 2000 (Act No 67 of 2000), those qualifications and that training must be regarded as the required qualifications and training; and
  - b. is familiar with the Act and with the applicable regulations made under the Act;
5. **“construction manager”** means a competent person responsible for the management of the physical construction processes and the coordination, administration and management of resources on a construction site including overseeing occupational health and safety;
6. **“construction site”** means the approved construction footprint and grounds where construction work is being performed as part of this contract.
7. **“construction supervisor”** means a competent person responsible for supervising construction activities on a construction site;
8. **“construction vehicle”** means a vehicle used as a means of conveyance for transporting persons or material, or persons and material, on and off the construction site for the purposes of performing construction work; and, includes a bakkie or LDV used by the principal contractor or any contractor
9. **“Contractor”** refers to a Contractor of the Principal Contractor or a sub-contractor to such a contractor
10. **“CHSS”** refers to this document, the Construction Health & Safety Specification
11. **“CR”** refers to the Construction Regulations, 2014
12. **“COC”** refers to Certificate of Compliance.
13. **“DSTI”** refers to a documented daily safe task instruction compiled and issued by a contractor and trained to all relevant employees
14. **“fall arrest equipment”** means equipment used to arrest a person in a fall, including personal equipment, a body harness, lanyards, deceleration devices, lifelines or similar equipment;
15. **“fall prevention equipment”** means equipment used to prevent persons from falling from a fall risk position, including personal equipment, a body harness, lanyards, lifelines or physical equipment such as guardrails, screens, barricades, anchorages or similar equipment;
16. **“fall protection plan”** means a documented plan, which includes and provides for-
  - a. All risks relating to working from a fall risk position and work where there is a risk of dropping materials.



- b. The procedures and methods to be applied in order to eliminate the risk of falling and dropping of materials on persons; and
  - c. A rescue plan and procedures;
17. **“fall risk”** means any potential exposure to falling either from, off or into;
  18. **“H&S”** refers to Health and Safety
  19. **“Health and Safety Plan”** refers to a documented plan which addresses hazards identified and includes safe work procedures to mitigate, reduce or control the hazards identified.
  20. **“Health and Safety Specification”** refers to a documented specification of all health and safety requirements pertaining to the associated works on a construction site, so as to ensure the health and safety of persons.
  21. **“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.
  22. **“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.
  23. **“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.
  24. **“OHSA”** refers to the Occupational Health & Safety Act of 1993
  25. **“Principal Contractor”** means an employer who performs construction work for the client and who is appointed by the client.
  26. **“Regulations”** refers to the Regulations issued under the Occupational Health & Safety Act.
  27. **“S”** refers to a Section in the Occupational Health & Safety Act of 1993.
  28. **“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.
  29. **“Pr. CHSA”** mean a professional registered construction health and safety agent with the SACPCMP.
  30. **“SACPCMP”** means the South African Council for the Project and Construction Management Profession

## 2. Project Scope of works

1. This project entail the hiring of generators for the George Municipality as per the project specifications.
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 baselines 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', and other project representatives plan their project implementation thus ensuring safe work execution and legal compliance. This CHSS will be applicable to all hiring of generators for the client.
2. 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.

## **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. 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.

## **8. 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. The construction manager must be exclusively dedicated to this project/site.
3. Proof of competency of the construction manager shall be incorporated in the H&S file; evidence of H&S competence and, as a minimum this shall include:
  - a. Proof of professional training
  - b. Proof of experience in the construction scope of work relevant to this project nature
  - c. Proof of experience in general H&S management for work as defined in the scope
4. The construction manager shall be responsible to ensure that the following duties are executed and shall actively communicate with the client-agent in order to:
  - a. Confirm and provide proof of compliance; and
  - b. Discuss any compliant constraints which may be experienced.
5. The construction manager may be assisted by the safety officer and, where such an arrangement is planned, the H&S plan of the Principal Contractor shall clearly define the respective duties of the construction manager and of the safety officer.
6. The construction manager shall be appointed in writing and each of the tasks below shall be included in the signed letter of appointment.
7. The construction manager 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

8. The construction manager shall ensure that the H&S plan is applied from the commencement of and for the duration of the construction work.
9. The construction manager shall ensure that the H&S plan is reviewed and updated as work progresses.
10. The construction manager shall open and keep the Site health and safety file and ensure that, at all times, this file is on site and available to an inspector, the client, the client's agent or a contractor.

## **9. 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 three years working experience as a safety officer.
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.

## **10. 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:

## 11. Health & Safety Plan and File

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

## H&S File Content & Numbering

1. Index of the H&S File
2. Principal Contractor's Policies applicable to the construction site: Occupational Health and Safety Policy
3. Project and OHS organogram with contact numbers
4. Principal Contractor Appointment
5. Mandatary Agreement between client and the principal contractor
6. Proof of Construction Work Permit
7. Letter of Good Standing
8. Contractors Baselines Risk Assessment
9. H&S Plan
10. Induction Plan
11. Emergency Plan
12. Fall Protection Plan
13. Issue Based Risk Assessments
14. Construction Manager, Supervisor and Safety Officer letters of the appointed competent persons and evidence of competency (registrations, qualifications and other proof of competency)
15. Updated Employee List
16. Medical Certificates of Fitness
17. Legal appointment letters
18. Training and Competency Matrix
19. Training records
  - a. Employees H&S Induction records
  - b. Visitors Induction records
  - c. Records of training and competency for method statements
20. Incident Register & Investigation reports & COIDA Accident and incident management procedure
21. H&S Inspection Registers, list should be provided in the H&S Plan.

## 12. Induction and H&S Awareness

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.

The Principal Contractor shall develop a documented project-specific induction training plan that must be submitted for approval by the Agent, to ensure that all employees on site are conversant with:

- The risks of the construction project
- The controls documented in the H&S plan
- The role of employees in ensuring health and safety on the construction site
- The emergency arrangements that are put in place by the Principal Contractor
- The general health and safety rules applicable to the site, inclusive of an introduction to whom the Construction Manager, Supervisors and Safety Officer is on site.

The contents of the induction programme and method of ensuring that all employees are inducted will be documented in the H&S file and the Principal Contractor is advised that a generic induction or a human-resource induction shall not be sufficient.

When working on the site, each employee of any contractor and sub-contractor accessing the site, including management, shall complete the principal contractors' induction; the principal contractor shall ensure that none of his or his contractors' employees accesses the site unless having been inducted by the principal contractor. Each visitor to the site shall be inducted in the risks and risk controls which the visitor may be exposed to; the visitor's induction and method to ensure compliance shall be documented in the H&S file.

### H&S awareness

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.

### **13. 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)

### **14. 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.

### **15. Public Health & Safety**

1. 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. All members entering site must indicate in what capacity they are visiting site and a site register should be completed and on record by the principal contractor.
4. The Principal Contractor shall ensure that each person visiting the site shall be inducted to the site and such induction shall outline the hazards likely to arise from on-site activities and the precautions to be observed to avoid or minimise those risks.
5. 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.

6. 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.

## **16. Access, traffic management and camp site**

1. All employees of all contractors working at the construction site shall access 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. The Principal Contractor shall ensure the traffic accommodation requirements as per this specification and the tender document requirements are adhered too at all times.
5. 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.
6. All activities planned to occur in the campsite shall be risk assessed and planned; this includes risk controls for the parking of staff- and visitor's vehicles, parking of mobile plant and machinery, dedicated storage areas, planned and compliant stacking practices, traffic controls, including the safe separation of pedestrian (employee) transport from risk areas.
7. Every construction vehicle shall:
  - a. Be in serviceable condition and safe.
  - b. Be inspected by a competent person daily and the result of the inspection logged in a register kept in the vehicle.
  - c. Where non-conformities are identified, these shall be subject to immediate and documented appropriate corrective action.
  - d. Have a serviced portable fire extinguisher installed at all times.
  - e. Be operated by a competent driver appointed in writing; the driver shall:
    - i. Be in possession of a conforming driver's license;
    - ii. Be in certified medically fit as a driver.

## **17. Night-, Week-End Work and Fatigue**

1. Where week-end work is planned, the principal contractor shall ensure that its construction supervisor is on site; this applies even if only contractors or sub-contractors are working on the site.
2. Where week-end work is planned, each contractor or sub-contractor shall ensure that its construction supervisor is on site; this applies even if the principal contractors' manager or supervisor is on the site.
3. All working after hours and on weekends should be approved by the Client, before the contractor commence with such work.

## **18. 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.

## 19. 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. Whenever a contractor or sub-contractor's H&S plan is approved, the Principal Contractor shall communicate with the Agent (at [xavier.redcliffe@xaks.co.za](mailto:xavier.redcliffe@xaks.co.za)) for verification of the approved H&S plan prior to the contractor being allowed to start work. Unless the Principal Contractor has been notified of the approval of the H&S plan in writing by the Agent, no contractor shall commence work on site.
4. 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.
5. 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.
6. The Principal Contractor shall ensure that the comprehensive and updated list of all the contractors and sub-contractors on site, placed in the H&S file, includes:
  - a. A reference to the agreements between the parties, including all contractor's Section 37(2) agreements with the Principal Contractor and the Section 37(2) agreements with the client.
  - b. The type of work being done.
  - c. The date of the approval of the H&S plan.
  - d. The date of expiry of the COIDA certificate of good standing.
  - e. The date of the last monthly audit.
7. 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.
8. 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.

## 20. Personal Protective Equipment and Clothing

1. The Principal Contractor shall ensure that every employee is issued with, and wears SABS-approved PPE, consisting of all PPE identified in the risk assessment.
2. All the contractors' employees shall wear full length overalls and shall wear identification with respect to the employer.
3. All employees performing construction work shall wear steel-capped safety boots and a hard hat.
4. 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.
5. The use of respiratory protective equipment shall be defined in the site risk assessment and validated at the hand of hygiene measurements of airborne pollutants for the specific risk.
6. 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.

7. 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.
8. Disposal of PPE must conform to the Environmental legislation.

## **21. Occupational Health and Safety Signage**

1. The Principal Contractor shall erect and maintain quality safety signage.
2. The signage shall include, but is not be limited to:
  - a. The work permit number displayed at the entrance
  - b. A sign indicating that all visitors must report to the site office and must be accompanied by the principal contractor when accessing the site
  - c. The name and telephone number of the responsible person(s)
  - d. Emergency telephone number(s)
  - e. PPE to be worn at the particular site
  - f. Traffic controls

## **22. 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. Where shift work is performed, each shift shall comply with the above first aid requirements.
6. All the above controls shall be documented in the H&S Plan.

## **23. 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.
  - a. Such reporting must occur via direct contact (person-to-person or via telephone) and via e mail to [xavier.redcliffe@xaks.co.za](mailto:xavier.redcliffe@xaks.co.za).
  - b. Incident Investigation process must be followed by competent role players and a preliminary investigation report must be submitted to the Agent within 24 hours for review and comment.
  - c. Final investigation must be finalized by the Principal Contractor and submitted to the Agent within 7 working days, unless requested otherwise.
4. A record of all incident investigations shall be kept in the health and safety file and all records shall be made available to the client without exception; this includes records relating to Section 24 of the OHSA.
5. Where a fatality or permanent disabling injury or any incident referred to in Section 24 occurs on the construction site, the Principal Contractor must ensure that the provincial director is provided with a report contemplated in section 24 of the Act, in accordance with regulations 8 and 9 of the General Administrative Regulations, 2013, and that the report includes the measures that the Principal Contractor intends to implement to ensure a safe construction site as far as is reasonably practicable.

6. The 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.
7. The contractor shall organise and document detailed emergency and accident arrangements on site and outline these, in detail, in the H&S Plan. These arrangements shall be specific for the site H&S risks and shall make specific provisions for:
  - a. A specified ambulance service
  - b. A method to ensure that the appropriate COIDA documents are available on site, so that prompt medical aid, as defined in the COIDA, may be available to any injured employee.
8. The emergency arrangements shall be displayed on site and shall include:
  - a. A comprehensive emergency and evacuation plan
  - b. An emergency flow chart
  - c. An updated list of emergency telephone numbers
9. A site emergency and evacuation plan shall be included in the H&S plan.

## **24. Facilities for Employees**

1. The Principal Contractor shall document the construction site's method to ensure the statutory application of employee's rights in terms of employee facilities as defined in the OHSA, the General Safety Regulations and the Construction Regulation, including:
  - a. The provision of facilities for safekeeping and changing
  - b. The method of ensuring that employees requiring to change on site can do so in privacy
  - c. The provision of an eating area
  - d. The provision and maintenance of sufficient toilets on site.
2. Contractor's toilets must be:
  - a. Fixed so as to avoid becoming wind-blown
  - b. Sign-written: 'Male' and 'Female' use
  - c. Sanitised daily; an inspection and sanitising record must be kept in the H&S file
  - d. Inspected daily and, where bucket collections are in place, emptied at least twice a week and one of these occasions must be on Fridays.
3. Consider the scope of works, the principal contractor should consider having temporary toilet at strategic points on site where works will be performed.

## **25. Audits and inspections**

1. The client Agent shall conduct regular health & safety audits to ensure legal compliance and compliance with the Principal Contractors' H&S Plan.
2. Records of findings and audits shall be kept in the Principal Contractor's H&S File together with a record of any non-conformance report, investigation and corrective & preventative action.
3. The Principal Contractor shall document corrective action planning and forward this to the Client Agent within 48 hours of receiving a finding.
4. The Principal Contractor's H&S Plan shall document the corrective and preventative action procedure applicable to the project, including the planned method to ensure that non-conformities are managed immediately.
5. The client Agent shall stop all or any work which does not conform to the H&S Plan, which is contradictory to statutory requirements or which poses a threat to the health and safety of persons.
6. The Principal Contractor shall conduct and document monthly health & safety audits of all contractors and sub-contractors to ensure compliance with the OHSA, its Regulations and the Principal Contractors' H&S Plan and of these contractor's H&S plan.

7. Records of Principal Contractor audits of all contractors and sub-contractors on site shall be kept in the Principal Contractor's H&S File together with a record of any non-conformance report, investigation and corrective & preventative action by sub-contractors and shall be made available to the Agent during monthly H&S audits.

## **26. 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.

## **27. 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.

## **28. 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.
12. The Principal Contractor shall include a method statement for the safe use of portable electrical tools, including the management of the hazards of extension leads.
13. Where temporary installations are installed a COC for these installations shall be included in the H&S File.
14. Where applicable, the contractor shall include any 'electrical dangerous work procedure' in the H&S Plan.

## **29. Ladders**

1. Ladders shall be compliant to the statutory requirements.
2. Ladders shall only be used for the purpose for which they are designed.
3. Ladders shall be identified, inspected regularly and the record of the inspection shall be kept in the H&S file.
4. A-frame ladders shall have a patent spreader bar system.
5. Ladders shall extend at least 90 cm above any level or opening accessed with the ladder.
6. No vertical ladders shall be accessed by any person unless firmly attached at the bottom and top or held in place by a fixed installation or a buddy.

## **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.
6. A template inspection register of the lifting gear shall be included in the H&S Plan.
7. Where TLB, front-end loaders or excavators are used for lifting or rigging, the principal contractor shall ensure that:
  - a. The lug or attachment point is certified and that a SWL is identified;
  - b. The operator is trained as a lifting machine operator and has a license as defined in Driven machinery regulation of the OHS Act.
8. The requirements for cranes and lifting operations apply equally to delivery trucks and the principal contractor shall ensure that all deliveries requiring lifting or rigging comply with the legal requirements.
9. The H&S plan shall include a specific method statement listing the planned lifts and the planned methods of attachment and rigging.
10. The principal Contractor shall ensure that deliveries using cranes comply with the above requirements and that all legal documents are kept in the cab of the delivery truck whilst on the Client's site.

### **31. Storage and use of flammable liquids**

1. No flammable substance must be stored on site unless these are stored in a flammable store or cage; no other materials shall be stored in the flammable store.
2. Where required, the H&S Plan shall include a method statement detailing the safe use, storage, decanting and spill controls for all flammable liquids used or stored on site.
3. Storage management must comply with Environmental legislation.

### **32. Hazardous- Chemical Substances**

1. With respect to hazardous chemical substances used, the contractor shall ensure that:
  - a. All MSDS are included in the H&S file
  - b. A HCS risk assessment is included in the H&S plan
  - c. The safe use, storage, emergency procedures and safe disposal of hazardous substances are addressed in a method statement/s, included in the H&S Plan.
  - d. Proof of competency and signed letters of appointment of the person responsible for chemical handling, is included in the H&S file.
2. Any hazardous chemical substance intended to be applied on site during the project (i.e. after approval of the H&S Plan) shall be subject to an issue-based risk assessment and method statement, which must be presented to the client Agent prior to the substance being introduced on site.

### **33. 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.

### **34. Waste**

1. The Principal Contractor shall appoint a person responsible for site-wide control & removal of scrap, waste and debris;
2. No hazardous waste, combustible materials and containers shall accumulate on the construction site;
3. The Principal Contractor shall document a waste management method statement in the H&S Plan. Such method statement shall include all liquid and solid waste produced during the construction process.
4. Designated waste areas should be identified on site.
5. Waste management must comply with the Environmental legislation.
6. All waste skips removed from site must be recorded and a proof of final deposit at a registered waste site (waste disposal certificate) must be on record in the H&S file.
7. Waste bins for domestic waste must:
  - a. Be placed at all eating areas
  - b. Have a functional lid, which prevents windblown dust and entry by monkeys
  - c. Be emptied daily.

## **35. 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

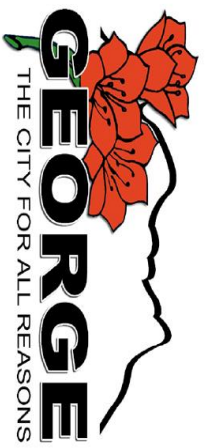
\_\_\_\_\_  
Date

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



**ANNEXURE B**

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



**CLIENT  
BASELINE RISK ASSESSMENT  
FOR THE HIRING OF  
GENERATORS**


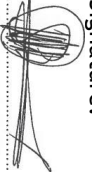
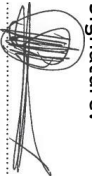
**04 September 2023**

**DOCUMENT CONTROL SHEET**

**PROJECT NAME** : Hiring of Generators  
**DOCUMENT TITLE** : Client Baseline Risk Assessment for the Hiring of Generators  
**DOCUMENT NUMBER** : XAKS-BRA-WC-G-032

**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 in our internal Procedure for Controlled Documents.

| <b>ORIGINAL</b>            | <b>Prepared by</b>  | <b>Reviewed by</b>   | <b>Approved by</b>   |
|----------------------------|---|--|--|
| Date:<br><b>05-09-2023</b> | Name: X Redcliffe<br>Signature:  | Name: L. Mzamo<br>Signature:  | Name: L. Mzamo<br>Signature:  |

04 September 2023.

CLIENT: GEORGE MUNICIPALITY

DOCUMENT NAME: CLIENT BASELINE RISK ASSESSMENT

PROJECT NAME: CLIENT BASELINE RISK ASSESSMENT FOR THE HIRING OF GENERATORS

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:

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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 entails the hiring of generator for the George Municipality as per the project specifications.

The risk profile and the baseline risk assessment relate to the client's duties, informing the supplier or contractors of the potential hazards and risks to encounter for the project. The principal contractor and all other contractors appointed on this project will be required to develop a detail works baseline risk assessment on the risk exposures experienced on site, tasks and equipment used in relation to the project scope of works.

### 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 project:

- a) Transportation of generators
- b) Unsafe and illegal electrical connections
- c) Lack or incorrect use of safety equipment whilst performing the tasks
- d) Working in operational building/facilities
- e) Lifting and Lowering operations
- f) Exposure to known and unknown services
- g) Lack of lockout tag out
- h) Manual handling & related ergonomic stressors
- i) Heat
- j) Sparks & Fire
- k) Unsafe hand tool
- l) Unsafe electrical equipment
- m) Mobile Plant
- n) Stacking exposure
- o) Chemical exposures
- p) Waste exposure and handling
- q) Public exposures

### 3. Baseline Risk Assessment:

| No  | Processes  | Potential Hazards  | Risk   |
|-----|--|--|--|
| 1.  | Known/unknown electrical services                      | Electricity  | Shock, burns, death,   |
| 2.  | Unsafe Electrical work                                 | Unsafe electrical exposure   | Electrocution, Fatality, damage to property due to fire  |
| 3.  | Failure to use isolation and Lockout tag out processes | Live energy works  | Electrical shocks and electrocution  |
| 4.  | Unsafe working in operational facilities               | Unsafe work practise   | Electrocution, Fatality, damage to property due to fire  |
| 5.  | Transportation of generators                           | 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. |
| 6.  | Stacking & Storage                                     | Moving storage or stacks (pipes, bricks)- picking off stacks                             | Falling objects or machinery- crush injuries   |
| 7.  | Noise exposure   | Construction activities generating noise   | Noise induce hearing loss  |
| 8.  | Whole Body and hand vibration                          | Mobile plant operations, using vibrating electrical or mechanical equipment              | Whole body Vibration back and muscular strain  |
| 9.  | Mobile plant operations                                | Mobile plant and truck movement  | Accidents  |
| 10. | Handling of heavy objects                              | Unsafe lifting articles and placement of equipment                                       | Serious injuries and amputations   |
| 11. | Handling of heavy mechanical and electrical equipment  | Unsafe lifting articles And placement of equipment                                       | Serious injuries and amputations   |

| No  | Processes                               | Potential Hazards   | Risk   |
|-----|---|---|--|
| 12. | Working on slippery structures/surface  | Slipping and falling  | Serious injuries, deaths   |
| 13. | Lifting and lowering operations         | Manual rigging and crane operations- rigging- movement of equipment                       | Falling and moving objects or machinery  |
| 14. | 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 |
| 15. | Working at heights                      | Falling from heights, no safety harness<br>Lack of fall arrest equipment on poles         | Serious injuries- multiple persons- fatality   |
| 16. | Use of unsafe ladder                    | Collapsing -fall -drop  | Severe injury- fatality  |
| 17. | Incorrect safety equipment used on site | Incorrect unsafe equipment  | Electrocution, Fatality, damage to property due to fire  |
| 18. | Use of chemical substances              | Cement-dust, diesel, Paint  | HCS-specific illness   |



**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