

GEORGE MUNICIPALITY



CIDB DOCUMENT FOR TENDER NO: ENG020/2024

TENDER FOR THE APPOINTMENT OF A CONTRACTOR TO EFFECT MAINTENANCE WORKS AND SUPPLY OF SPECIALISED TRANSFORMER AUXILIARY EQUIPMENT AND PARTS, AS AND WHEN REQUIRED, FOR A PERIOD OF THREE (3) YEARS FROM DATE OF APPOINTMENT

ENQUIRIES: R G Esterhuysen YORK STREET GEORGE (044) 801 1459	ISSUED BY: THE CITY COUNCIL MUNICIPALITY OF GEORGE P O BOX 19 GEORGE, 6530
SUMMARY FOR TENDER OPENING PURPOSES	
NAME OF BIDDER:	
CENTRAL SUPPLIER DATABASE NO.: MAAA	
TOTAL PRICE (INCLUDING VAT)	R
PREFERENCES CLAIMED FOR:	
B-BBEE Status Level of Contributor:	
Preference Points Claimed for B-BBEE Status :	
Points claimed for locality:	
B-BBEE certificates submitted with the tender document <u>MUST</u> be VALID ORIGINAL B-BBEE CERTIFICATES or VALID CERTIFIED COPIES OF THE B-BBEE CERTIFICATES	
TENDER CLOSES AT 12H00 ON THURSDAY, 27 FEBRUARY 2024	

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

BIDDER CONTACT DETAILS

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

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

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

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GENERAL TENDER INFORMATION

TENDER ADVERTISED	: 23 January 2024
ESTIMATED CIDB CONTRACTOR GRADING DESIGNATION	: estimated 4 EP or higher
COMPULSORY SITE VISIT/CLARIFICATION MEETING	: Friday, 7 February 2025 at 11h30,
VENUE FOR SITE VISIT/CLARIFICATION MEETING	: Luminance Room , Electrotechnical Building, Brick Street , George Industrial.
CLOSING DATE	: 27 February 2025
CLOSING TIME	: 12H00
LOCATION OF TENDER BOX	: Tender Box at the George Municipality, on the First Floor, Directorate: Financial Services, Supply Chain Management Unit, Civic Centre, York Street, George.

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DIRECTORATE: ELECTROTECHNICAL SERVICES TENDER NUMBER: ENG020/2024

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CONTENTS		Pg No.
PART T	The Tender	5
PART T1	Tender Procedures	7
T1.1	Tender Notice and Invitation to Tender	8-9
T1.2	Tender Data	10-43
PART T2	Returnable Documents (All documents / schedules are returnable)	44
T2.1	List of Returnable Schedules Required for Tender Evaluation Returnable Schedules	45
T2.2	Other documents required for tender evaluation purposes	46-59
T2.3	Returnable Schedules that will be incorporated in the contract	60-72
PART C	The Contract	73
PART C1	Agreement and Contract Data	74
C1.1	Form of Offer and Acceptance	75-78
C1.2	Contract Data	79-81
C1.3	Objections and Complainants form	82-83
	Pricing Data	
PART C2		84
C2.1	Pricing Instructions/ Contract Price Adjustment and/or Rate of Exchange Variation	85-94
C2.2	Pricing Schedule / Schedule of Activities	95-114
PART C3	Scope of Work	115
C3	Scope of Work	125-126
PART C4	Site Information	126

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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

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Tender Notice and Invitation to Tender (T1.1)

Tenders are hereby invited for the tender for the appointment of a contractor to effect maintenance works and supply of specialised transformer auxiliary equipment and parts, as and when required, for a period of three (3) years from date of appointment

Completed tenders in a sealed envelope, clearly marked:

Tender No.: ENG020/2024 must be placed in the tender box at the George Municipality on the First Floor, Directorate: Financial Services, Supply Chain Management Unit, Civic Centre, York Street, George by no later than 12:00 on Thursday, **27 February 2025**. 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.

Tender consist of five parts and tenderers must tender for each part separately, within their respective EP Grading, and the municipality reserves the right to award the tender for the various parts to only one tenderer or more than one tenderer or not at all. Should the bidder be awarded for more than one PART they must have the relevant CIDB grading.

Bidders must be registered with the CIDB and it is estimated that bidders should have a minimum CIDB contractor grading designation **4EP** for individual parts and corresponding EP if multiple parts awarded. (If multiple parts awarded to same contractor the EP must be valid for the amount)

A compulsory briefing session will be held on Friday, 7 February 2025 at 11:30 in the Luminance Room, Electrotechnical Building, Brick Street, George Industrial, George.

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

Tender documents are available at a non-refundable deposit of **R284.05** each from the Supply Chain Management Unit, First Floor, Civic Centre, York Street, George.

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

Tenders will be evaluated and awarded as follows:

Phase 1: Eligibility: Criteria are as follow:

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:

PART A	PART B	PART C	PART D	PART E
Supply proof of similar work completed to the value of at least R 500 000 Excl. Vat • Acceptable proof: Reference letter confirming value or letter of appointment confirming	Supply proof of similar work completed to the value of at least R 500 000 Excl. Vat • Acceptable proof: Reference letter confirming value or letter of appointment confirming	Supply proof of similar work completed to the value of at least R 500 000 Excl. Vat • Acceptable proof: Reference letter confirming value or letter of appointment confirming value or purchase	Supply proof of similar work completed to the value of at least R 1 000 000 Excl. Vat • Acceptable proof: Reference letter confirming value	Supply proof of similar work completed to the value of at least R 500 000 Excl. Vat • Acceptable proof: Reference letter confirming value or

<p>value or purchase order with scope of work. □ Service supplier must be accredited to work on the equipment on this part. • Attach accreditation certificate (for maintenance on ATL & Ferranti Tap-changers)</p>	<p>value or purchase order with scope of work. □ Service supplier must be accredited to work on the equipment on this part. • Attach accreditation certificate (for maintenance on Reinhausen Tap-changers)</p>	<p>order with scope of work. □ Attach accreditation certificate (SANAS accredited laboratory) □ Attach proof of registration as professional with ECSA</p>	<p>or letter of appointment confirming value or purchase order with scope of work.</p>	<p>letter of appointment confirming value or purchase order with scope of work.</p>
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Please note: A tenderer will be considered non-responsive if the above eligibility information is not submitted with the tender document. We reserve the right to request clarity on information submitted.

Phase 2

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. Rasmus Esterhuysen at (044) 801 9248 or email: rgesterhuysen@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).

**MR G LOUW
 ACTING MUNICIPAL MANAGER
 GEORGE MUNICIPALITY
 GEORGE
 6530**

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Tender Data (T1.2)

Clause number	The conditions of Tender are the Standard Conditions of Tender as contained in the Construction Industry Development Board (CIDB) Standard for Uniformity in Engineering and Construction Works Contracts, August 2019 (See www.cidb.org.za). 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.
C.1	General
C.1.1	Actions
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. <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. 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.
C.1.2	Tender Documents

	The documents issued by the employer for the purpose of a tender offer are listed in the tender data.
C.1.3	Interpretation
C.1.3.1	The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.
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: a) conflict of interest means any situation in which: i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially; ii) an individual or tenderer is able to exploit a professional or official capacity in some way for their personal or corporate benefit; or iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee. b) comparative offer 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; c) corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; d) fraudulent practice means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels.
C.1.4	Communication and employer's agent
	Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form, that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.
C.1.5	Cancellation and Re-Invitation of Tenders
C.1.5.1	An employer may, prior to the award of the tender, cancel a tender if- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation; b) funds are no longer available to cover the total envisaged expenditure; or c) no acceptable tenders are received. 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.
C.1.6	Procurement procedures
C.1.6.1	General
	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.
C.1.6.2	Competitive negotiation procedure

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. 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.
C.1.6.3	Proposal procedure using the two stage-system
C.1.6.3.1	Option 1
	Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.
C.1.6.3.2	Option 2
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.
C.2	Tenderer's obligations
C.2.1	Eligibility

C.2.1.1	<p>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.</p> <p>Only tenderers that meet the following eligibility criteria will have their tenders further evaluated. Tenderers who fail to comply with these conditions will be non-responsive.</p> <p>The eligibility criteria are as follows:</p> <p>PART A- Maintenance Of Tap-Changers (Atl & Ferranti)</p> <ul style="list-style-type: none"> ▪ Supply proof of similar work completed to the value of at least R 500 000 Excl. Vat <ul style="list-style-type: none"> • Acceptable proof: Reference letter confirming value or letter of appointment confirming value or purchase order with scope of work. ▪ Service supplier must be accredited to work on the equipment on this part. <ul style="list-style-type: none"> • Attach accreditation certificate (for maintenance on ATL & Ferranti Tap-changers) <p>PART B - Maintenance Of Tap-Changers (Reinhausen Viid – 200)</p> <ul style="list-style-type: none"> ▪ Supply proof of similar work completed to the value of at least R 500 000 Excl. Vat <ul style="list-style-type: none"> • Acceptable proof: Reference letter confirming value or letter of appointment confirming value or purchase order with scope of work. ▪ Service supplier must be accredited to work on the equipment on this part. <ul style="list-style-type: none"> • Attach accreditation certificate (for maintenance on Reinhausen Tap-changers) <p>PART C- Transformer Maintenance</p> <ul style="list-style-type: none"> ▪ Supply proof of similar work completed to the value of at least R 500 000 Excl. Vat <ul style="list-style-type: none"> • Acceptable proof: Reference letter confirming value or letter of appointment confirming value or purchase order with scope of work. ▪ Attach accreditation certificate (SANAS accredited laboratory) ▪ Attach proof of registration as professional with ECSA <p>PART D- Transformer Materials</p> <ul style="list-style-type: none"> ▪ Supply proof of similar work completed to the value of at least R 1 000 000 Excl. Vat <ul style="list-style-type: none"> • Acceptable proof: Reference letter confirming value or letter of appointment confirming value or purchase order with scope of work. <p>PART E- Transformer Rigging And Transport</p> <ul style="list-style-type: none"> ▪ Supply proof of similar work completed to the value of at least R 500 000 Excl. Vat <ul style="list-style-type: none"> • Acceptable proof: Reference letter confirming value or letter of appointment confirming value or purchase order with scope of work. <p>Please note: A tenderer will be considered non-responsive if the above eligibility information is not submitted with the tender document. We reserve the right to request clarity on information submitted.</p>
C.2.1.2	<p>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.</p>

C.2.2	Cost of tendering
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.
C.2.3	Check documents
	Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.
C.2.4	Confidentiality and copyright of documents
	Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.
C.2.5	Reference documents
	Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.
C.2.6	Acknowledge addenda
	Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary, apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.
C.2.7	Clarification meeting
	Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.
C.2.8	Seek clarification
	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.
C.2.9	Insurance
	Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.
C.2.10	Pricing the tender offer
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.

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.
C.2.11	Alterations to documents
	Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.
C.2.12	Alternative tender offers
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.
C.2.13	Submitting a tender offer
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.

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.
C.2.14	Information and data to be completed in all respects
	Accept that tender offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the employer as non-responsive.
C.2.15	Closing time
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.
C.2.16	Tender offer validity
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).
C.2.17	Clarification of tender offer after submission

	<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>
C.2.18	Provide other material
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.
C.2.19	Inspections, tests, and analysis
	Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.
C.2.20	Submit securities, bonds and policies
	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.
C.2.21	Check final draft
	Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.
C.2.22	Return of other tender documents
	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.
C.2.23	Certificates
	Include in the tender submission or provide the employer with any certificates as stated in the tender data.
C.3	The employer's undertakings
C.3.1	Respond to requests from the tenderer
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: a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements; b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.
C.3.2	Issue Addenda
	If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (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.
C.3.3	Return late tender offers
	Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.
C.3.4	Opening of tender submissions
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 BBEE 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.
C.3.5	Two-envelope system
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 BBEE status level and Specific Goals. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.
C.3.6	Non-disclosure

	Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.
C.3.7	Grounds for rejection and disqualification
	Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.
C.3.8	Test for responsiveness
C.3.8.1	Determine, after opening and before detailed evaluation, whether each tender offer properly received: a) complies with the requirements of these Conditions of Tender, b) has been properly and fully completed and signed, and c) is responsive to the other requirements of the tender documents.
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: a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work, b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified. Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.
C.3.9	Arithmetical errors, omissions and discrepancies
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: a) the gross misplacement of the decimal point in any unit rate; b) omissions made in completing the pricing schedule or bills of quantities; or c) arithmetic errors in: (i) line-item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or (ii) the summation of the prices.
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>
C.3.10	Clarification of a tender offer
	Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.
C.3.11	Evaluation of tender offers

	<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="357 598 1424 1123"> <thead> <tr> <th data-bbox="357 598 609 640">Requirement</th> <th data-bbox="609 598 1424 640">Qualitative interpretation of goal</th> </tr> </thead> <tbody> <tr> <td data-bbox="357 661 609 745">Fair</td> <td data-bbox="609 661 1424 745">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="357 745 609 808">Equitable</td> <td data-bbox="609 745 1424 808">Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.</td> </tr> <tr> <td data-bbox="357 808 609 934">Transparent</td> <td data-bbox="609 808 1424 934">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="357 934 609 997">Competitive</td> <td data-bbox="609 934 1424 997">The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.</td> </tr> <tr> <td data-bbox="357 997 609 1123">Cost effective</td> <td data-bbox="609 997 1424 1123">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"> Open and record tender offers received Determine whether or not tender offers are complete Determine whether or not tender offers are responsive Evaluate tender offers Determine if there are any grounds for disqualification Determine acceptability of preferred tenderer Prepare a tender evaluation report Confirm the recommendation contained in the tender evaluation report 	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												
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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.												
C.3.11.1	General												
	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.												
C.3.12	Insurance provided by the employer												
	If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.												
C.3.13	Acceptance of tender offer												

	<p>Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:</p> <p>a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;</p> <p>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;</p> <p>c) has the legal capacity to enter into the contract;</p> <p>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;</p> <p>e) complies with the legal requirements, if any, stated in the tender data; and</p> <p>f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.</p>
C.3.14	Prepare contract documents
C.3.14.1	<p>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:</p> <p>a) addenda issued during the tender period,</p> <p>b) inclusion of some of the returnable documents and</p> <p>c) other revisions agreed between the employer and the successful tenderer.</p>
C.3.14.2	Complete the schedule of deviations attached to the form of offer and acceptance, if any.
C.3.15	Complete adjudicator's contract
	Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.
C.3.16	Registration of the award
	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.
C.3.17	Provide copies of the contracts
	Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.
C.3.18	Provide written reasons for actions taken
	Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

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

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. TAX COMPLIANCE REQUIREMENTS		
1.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
1.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
1.3	APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA .	
1.4	FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B2.	
1.5	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.	
1.6	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.	
1.7	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL CUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
2. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS [Tick Applicable Box]		
2.1	Is the entity a resident of the Republic of South Africa (RSA)?	YES NO
2.2	Does the entity have a branch in the RSA?	YES NO
2.3	Does the entity have a permanent establishment in the RSA?	YES NO
2.4	Does the entity have any source of income in the RSA?	YES NO
2.5	Is the entity liable in the RSA for any form of taxation?	YES NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 ABOVE.		

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

Signature of Bidder:

Capacity Under Which This Bid Is Signed:

Date:

**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

DECLARATION OF INTEREST

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

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

	Name of state institution at which you or the person connected to the bidder is employed: Position occupied in the state institution: Any other particulars:		
3.13 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? If yes, furnish the following particulars: Name of person / director / trustee / shareholder / member: Name of state institution at which you or the person connected to the bidder is employed: Position occupied in the state institution: Any other particulars:	YES / NO	
3.14 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? If yes, furnish particulars: 	YES / NO	
4. Full details of directors / trustees / members / shareholders:			
THE FOLLOWING INFORMATION IS COMPULSORY TO COMPLETE:			
Full Name	Identity Number	Individual Tax Number for each	State Employee Number (where

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

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

¹MSCM 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.

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

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

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 To be completed by the organ of state

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
BBBEE	10
SPECIFIC GOALS	10
Total points for PRICE and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not

claimed.

- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim regarding preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) “**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) “**tender for income-generating contracts**” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right) \quad \text{or} \quad Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = 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 BBEE 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 BBEE certificate, failure to attach no points will be awarded for BBEE 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's MUST submit proof of address (e. g. municipal account, rental/lease agreement, or affidavit) with the tender document. Failure to attach proof will result in no points awarded for Specific Goals.

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

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

The purpose of the locality points is to promote local economic development within the George Municipal area and any bidder attempting to circumvent the substance of this initiative through any means, including by means of fronting, will be reported to the National Treasury for blacklisting on the Central Supplier Database (CSD).

- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for

both the 90/10 and 80/20 preference point system.

5. BID DECLARATION

Tenderers who claim points in respect of 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.

 SIGNATURE(S) OF TENDERER(S)
SURNAME AND NAME:
DATE:
ADDRESS:

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,

Full names and surname	
Identity number	

Hereby declare under oath as follows:

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

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

- 3) I hereby declare under Oath that as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

- The Enterprise is _____ % Black Owned
- The Enterprise is _____ % Black Female Owned
- The Enterprise is _____ % Owned by Black Designated Group (provide Black Designated Group Breakdown below as per the definition in the table above)
 - Black Youth % _____ %
 - Black Disabled % _____ %
 - Black Unemployed % _____ %
 - Black People living in Rural areas % _____ %
 - Black Military Veterans % _____ %

Construction Sector Affidavit

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

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

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

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

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

3. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.
4. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

COMMISSIONER OF OATHS
SIGNATURE & STAMP

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>The Database of Restricted Suppliers now resides on the National Treasury's ebsite (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		

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

CERTIFICATION

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38(1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - 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:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

ENG020/2024-TENDER FOR THE APPOINTMENT OF A CONTRACTOR TO EFFECT MAINTENANCE WORKS AND SUPPLY OF SPECIALISED TRANSFORMER AUXILIARY EQUIPMENT AND PARTS, AS AND WHEN REQUIRED, FOR A PERIOD OF THREE (3) YEARS FROM DATE OF APPOINTMENT

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 consortium³ 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

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

CERTIFICATE FOR MUNICIPAL SERVICES (COMPULSORY TO COMPLETE)

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

Tender Number: ENG020/2024
Name of the Bidder: _____

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

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

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

Name of Director / Member / Partner	Identity Number	Physical residential 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 _____ 2025

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: ELECTROTECHNICAL SERVICES

TENDER NUMBER: ENG020/2024

TENDER FOR THE APPOINTMENT OF A CONTRACTOR TO EFFECT MAINTENANCE WORKS AND SUPPLY OF SPECIALISED TRANSFORMER AUXILIARY EQUIPMENT AND PARTS, AS AND WHEN REQUIRED, FOR A PERIOD OF THREE (3) YEARS FROM DATE OF APPOINTMENT

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: ENG020/2024

TENDER FOR THE APPOINTMENT OF A CONTRACTOR TO EFFECT MAINTENANCE WORKS AND SUPPLY OF SPECIALISED TRANSFORMER AUXILIARY EQUIPMENT AND PARTS, AS AND WHEN REQUIRED, FOR A PERIOD OF THREE (3) YEARS FROM DATE OF APPOINTMENT

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 Numberand 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 2.1.4 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	PRESENT	Yes/No	
HEADQUARTERS Partner/director							
Project manager							
Other key staff (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 Yes/No	Fee (Time Based)
	NOMINEE (ii) ALTERNATE		QUALIFICAT- IONS AND NQF STATUS	EXPERIENCE AND PRESENT OCCUPATION		
<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 ²)

Equipment

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

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

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:

DESCRIPTION OF BANK DETAIL	BANK DETAILS APPLICABLE TO TENDERER 'S HEAD OFFICE
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: ENG020/2024

TENDER FOR THE APPOINTMENT OF A CONTRACTOR TO EFFECT MAINTENANCE WORKS AND SUPPLY OF SPECIALISED TRANSFORMER AUXILIARY EQUIPMENT AND PARTS, AS AND WHEN REQUIRED, FOR A PERIOD OF THREE (3) YEARS FROM DATE OF APPOINTMENT

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,7 February 2025 at 11:30** 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.

GEORGE MUNICIPALITY

DIRECTORATE: ELECTROTECHNICAL SERVICES

TENDER NUMBER: ENG020/2024

TENDER FOR THE APPOINTMENT OF A CONTRACTOR TO EFFECT MAINTENANCE WORKS AND SUPPLY OF SPECIALISED TRANSFORMER AUXILIARY EQUIPMENT AND PARTS, AS AND WHEN REQUIRED, FOR A PERIOD OF THREE (3) YEARS FROM DATE OF APPOINTMENT

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

Form 2.3.1	Record of Addenda to Tender Documents
Form 2.3.2	List of Technical Returnable
Form 2.3.3	Other Documents Required for Tender Evaluation Purposes

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:

	Date	Title or Details
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Attach additional pages if more space is required.

Signed: Date:

Name: Position:

SIGNED ON BEHALF OF TENDERER:

1. 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.
- 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-

- a) an EMPLOYER who employs 50 or more employees;
- b) 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”

FORM 2.3.2 LIST OF TECHNICAL RETURNABLE**PART A**

- 1.1.13** - Attach accreditation certificate (for maintenance on ATL & Ferranti Tap-changers)

PART B

- 1.2.12** - Attach accreditation certificate (for maintenance on Reinhausen Tap-changers)

PART C

- 1.3.5** - Attach accreditation certificate (SANAS accredited laboratory)
- 1.3.6** - a) Attach proof of registration as professional technologist with ECSA

PART D

Supply proof of similar work completed to the value of at least R 1 000 000 Excl. Vat

PART E

Supply proof of similar work completed to the value of at least R 500 000 Excl. Vat

2.3.3 SCHEDULE OF GENERAL PARTICULARS & GUARANTEES

TABLE 1 – PART C				
SCHEDULE OF GENERAL PARTICULARS & GUARANTEES				
Schedule A: Purchasers specific requirements				
Schedule B: Guarantees and technical particulars offered by tenderer				
NO.	DESCRIPTION	UNIT	SCHEDULE A	SCHEDULE B
1.3	OIL SAMPLING AND ANALYSIS			
1.3.7	Oil analysis results shall be provided to employer within 10 working days under normal circumstances	n/a	10 working days	
1.3.8	Oil analysis results shall be provided to employer within 3 working days during emergency situations	n/a	3 working days	
1.6	GASKETS AND CONE RUBBERS			
1.6.3	Temperature range	°C	-30° to 125°C	
	Stress range	MPa	5.5MPa to 20MPa	
	Compressive strength	MPa	>70MPa	
	Asbestos free	n/a	YES	
	Heavy metals free	n/a	YES	
	Polycyclic aromatic hydrocarbons free	n/a	YES	
	Density	Kg/m ³	950kg/m ³	
	Hardness	Shore A	75	
	Tensile strength	MPa	3MPa	
	Elongation	%	50%	
	Suitable for use with mineral oil	n/a	YES	
	Suitable for use with natural ester oil	n/a	YES	
	Suitable for use with silicone oil	n/a	YES	
	Tested according to ASTM D3455	n/a	YES	
	Tested according to ASTM D5282	n/a	YES	
1.6.4	Temperature range	°C	-40° to 125°C	
	Stress range	MPa	2.5MPa to 15MPa	
	Compressive strength	MPa	>70MPa	
	Asbestos free	n/a	YES	
	Heavy metals free	n/a	YES	
	Polycyclic aromatic hydrocarbons free	n/a	YES	
	Density	Kg/m ³	850kg/m ³	
	Hardness	Shore	65	

		A		
	Tensile strength	MPa	2MPa	
	Elongation	%	90%	
	Suitable for use with mineral oil	n/a	YES	
	Suitable for use with natural ester oil	n/a	YES	
	Suitable for use with silicone oil	n/a	YES	
	Tested according to ASTM D3455	n/a	YES	
	Tested according to ASTM D5282	n/a	YES	
1.8	ON-SITE CORE DRYING			
1.8.1	Can the device determine moisture content?	n/a	Yes	
1.8.2	Can the device determine the amount of moisture removed?	n/a	Yes	
1.8.8	Operating voltage	Volts	220V – 240V	
1.8.9	Maximum current	Amps	15A	
1.9	OIL PURIFICATION			
1.9.2	Method of purification	n/a	High vacuum dehydration with coalescing filters	
1.9.3	Maximum temperature used	°C	80°C	
1.9.4	Maximum flow rate	l/hour	3000 litres/hour	

TABLE 2 – PART D				
SCHEDULE OF GENERAL PARTICULARS & GUARANTEES				
Schedule A: Purchasers specific requirements				
Schedule B: Guarantees and technical particulars offered by tenderer				
NO.	DESCRIPTION	UNIT	SCHEDULE A	SCHEDULE B
1.10	STANDARD BREATHERS AND SILICA GEL			
1.10.1	All polycarbonate material	n/a	Shatterproof, 100% UV resistant	
1.10.1	All metal parts	n/a	Stainless steel	
1.10.2	Silica gel type	n/a	Environmentally friendly	
1.10.2	Silica gel dry colour	n/a	Orange/amber	
1.10.2	Silica gel wet colour	n/a	Green	
1.11	MAINTENANCE-FREE DEHYDRATING BREATHERS			
1.11.1	All exterior parts resistant to:	n/a	Weather, transformer oil, sea water & UV	
1.11.2	Shall cater for customer specific flanges	n/a	Yes	
1.11.3	Minimum ambient temperature withstand	°C	-40° to 80°C	
1.11.4	Maximum weight	Kg	14kg	
1.11.5	Silica gel non-poisonous and colourless	n/a	Yes	
1.11.6	Shall be self-monitoring with a minimum of 1 signal for regeneration active/inactive, and minimum of 1 signal for device error	n/a	Yes	
1.11.7	Junction box shall be ventilated and heated to prevent moisture build-up	n/a	Yes	
1.11.8	Junction box shall have space to accommodate at least 3 X M20 X 1.5 cable glands	n/a	Yes	
1.11.9	Terminal box shall have LED indications on the outside for “Power On”, “Regeneration Active” and “Device Error”.	n/a	Yes	
1.11.10	The programme used by the device shall be a self-learning system that can deal with	n/a	Yes	

	transformers with cyclical loads			
1.12	STANDARD OIL AND WINDING TEMPERATURE INDICATORS			
1.12.1	Detecting element included with capillary tube of minimum 6 meters	n/a	Yes	
1.12.2	Capillary shall be copper with insulating, flexible stainless-steel tube	n/a	Yes	
1.12.3	Indicator normally open contacts	n/a	Minimum 6 contacts	
1.12.4	Contact ratings	n/a	250Vac/5A, 250Vdc/0.4A or 110Vdc/0.6A	
1.12.5	All external parts manufactured of	n/a	galvanised steel or stainless steel	
1.12.6	Temperature sensor angled and made of brass	n/a	Yes	
1.12.7	Operating principle	n/a	Helical bourdon tube principle	
1.12.8	Display window	n/a	Laminated safety glass with built-in UV filter	
1.12.9	Automatic ambient temperature compensation	n/a	Yes	
1.12.10	Compatible with signal convertor	n/a	Yes	
1.12.11	Resettable red maximum pointer	n/a	Yes	
1.12.12	Analogue output	mA	4-20mA	
1.12.13	Ambient operating temperature range	°C	-30°C to 80°C	
1.12.14	Oil temperature indicator measuring range	°C	-20°C to 140°C	
1.12.15	Winding temperature indicator measuring range	°C	0°C to 160°C	
1.12.16	CT input at 100% rated current	A	2A	
1.13	MAGNETIC OIL LEVEL GAUGES			
1.13.1	Display window	n/a	Laminated safety glass with built-in UV filter	
1.13.2	Readjustment or re-calibration	n/a	Not required	
1.13.3	Axial and radial float arm options available	n/a	Yes	
1.13.4	Option of two fixed switches or two adjustable switches	n/a	Yes	
1.13.5	Option of Horizontal or angled installation position	n/a	Yes	
1.13.6	Diameter	mm	150mm	

	Flange diameter	mm	220mm	
1.14	PRESSURE RELIEF DEVICES			
1.14.1	Clear signal indication	n/a	Yes	
1.14.2	Cathodic corrosion protection	n/a	Yes	
1.14.3	Two notch aluminium signal pin	n/a	Yes	
1.14.4	Protective cover made from marine-grade aluminium	n/a	Yes	
1.14.5	Opening time	ms	3ms	
	Closing time	ms	70ms	
1.14.6	Available in the following triggering pressure sizes:	Psi	4; 5; 6; 8; 10; 12; 15; 20; 25; 30	
1.14.8	Oil drainage in downward direction	n/a	Yes	
1.14.9	Semaphore available	n/a	Yes	
1.14.10	Micro switches available	n/a	Minimum of 2	
1.15	RADIATOR VALVES			
1.15.1	Valve type	n/a	Wafer type butterfly	
1.15.2	Flange type	n/a	Square	
1.15.3	Bore diameter	n/a	80mm	
1.15.4	Low leakage	n/a	Yes	
1.15.5	Operating temperature range	°C	-60°C to 140°C	
1.15.6	Operating pressure: Open position	bar	10	
	Closed position	bar	8	
1.15.7	Body material	n/a	AISI 316 stainless steel	
1.15.8	Screws	n/a	Stainless steel	
1.16	ISOLATION VALVES			
1.16.1	Valve type	n/a	Wafer type butterfly	
1.16.2	Flange type	n/a	Round	
1.16.3	Available bore diameters	mm	25; 50; 80; 100; 125; 150; 200; 250; 300	
1.16.4	Low leakage	n/a	Yes	
1.16.5	Operating temperature range	°C	-60°C to 140°C	
1.16.6	Operating pressure	bar	Minimum 8bar	
1.16.7	Body material	n/a	AISI 316 stainless steel	
1.16.8	Screws	n/a	Stainless steel	
1.17	BUCHHOLZ RELAY & SURGE RELAY			
1.17.1	Flange sizes	mm	25; 50; 80	
1.17.2	Manual function test	n/a	Yes	
1.17.3	Flap valve response time	ms	0.65ms to 3ms	
1.17.4	Contacts: amount	n/a	Minimum of 4	
	Normal rating	A	2A (RMS)	

	Short term rating @ 30ms	A	10A (RMS)	
1.17.5	Cable gland	n/a	M25 threaded	
1.17.6	Contact type	n/a	Dry-reed magnetic	
1.17.7	Shall able to replace switches without accessing oil circuit	n/a	Yes	
1.17.8	Casting material	n/a	Aluminium alloy	
1.17.9	Protection degree	n/a	IP55	
1.17.10	Complies with EN 60721-3-4	n/a	Yes	
1.17.11	Complies with ASTM B 117	n/a	Yes	
1.18	TEMPERATURE MONITORING AND COOLING CONTROL DEVICE			
1.18.1	Able to monitor oil level indication in conservator	n/a	Yes	
1.18.2	Measurement or indication of oil and winding temperature	n/a	Yes	
1.18.3	Shall be able to indicate ambient temperature	n/a	Yes	
1.18.4	Internal storage for up to 30 000 data records	n/a	Yes	
1.18.5	Data storage and readout in excel format	n/a	Yes	
1.18.6	Self-monitoring function	n/a	Yes	
1.18.7	Cooling activated cyclically or based on loading	n/a	Yes	
1.19	PORCELAIN BUSHINGS – 12KV			
1.19.1	Minimum creepage distance	mm/kV	31mm/kV peak	
1.19.2	Voltage rating	kV	12kV min.	
1.19.3	Power frequency withstand voltage: wet	kV	28kV min.	
	dry	kV	30kV min.	
1.19.4	Lightning impulse withstand voltage	kV	75kV min.	
1.19.5	Available current ratings	A	1250; 2000; 2500; 3150	
1.19.6	Rated thermal short-time current	A	25X rated current	
1.19.7	Cantilever load ratings comply with Table1; level I of SANS60137	n/a	Yes	
1.20	PORCELAIN BUSHINGS (OIL IMPREGNATED PAPER BUSHING) – 72.5KV			
1.20.1	Minimum creepage distance	mm/kV	31mm/kV peak	
1.20.2	Voltage rating	kV	72.5kV min.	
1.20.3	Power frequency withstand voltage: wet	kV	140kV min.	
	dry	kV	155kV min.	
1.20.4	Lightning impulse withstand voltage	kV	325kV min.	

1.20.5	Available current ratings	A	315; 400; 500; 630	
1.20.6	Rated thermal short-time current	A	25X rated current	
1.20.7	Cantilever load ratings comply with Table1; level I of SANS60137			
1.20.8	Test tap capacitance to earth	pF	10 000pF max.	
1.20.9	Maximum test tap dielectric dissipation factor measured at power-frequency	n/a	0,05	
1.20.10	Temporary over-voltage: Compliant with 5.1 of SANS 60137	n/a	Yes	

GEORGE MUNICIPALITY

DIRECTORATE: ELECTROTECHNICAL SERVICES

TENDER NUMBER: ENG020/2024

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MAINTENANCE WORKS AND SUPPLY OF SPECIALISED TRANSFORMER
AUXILIARY EQUIPMENT AND PARTS, AS AND WHEN REQUIRED, FOR A
PERIOD OF THREE (3) YEARS FROM DATE OF APPOINTMENT**

The Contract (Part C)

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

GEORGE MUNICIPALITY

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DIRECTORATE: ELECTROTECHNICAL SERVICES

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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: ENG020/2024

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:

TENDER FOR THE APPOINTMENT OF A CONTRACTOR TO EFFECT MAINTENANCE WORKS AND SUPPLY OF SPECIALISED TRANSFORMER AUXILIARY EQUIPMENT AND PARTS, AS AND WHEN REQUIRED, FOR A PERIOD OF THREE (3) YEARS FROM DATE OF APPOINTMENT

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.

<p>PART A</p> <p>THE OFFERED TOTAL (INCLUDING VAT) IS:</p> <p>.....</p> <p>.....rand (in words); R (in figures),</p>
--

<p>PART B</p> <p>THE OFFERED TOTAL (INCLUDING VAT) IS:</p> <p>.....</p> <p>.....rand (in words); R (in figures),</p>
--

PART C

THE OFFERED TOTAL (INCLUDING VAT) IS:

.....

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

PART D

THE OFFERED TOTAL (INCLUDING VAT) IS:

.....

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

PART E

THE OFFERED TOTAL (INCLUDING VAT) 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: ELECTROTECHNICAL 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: ELECTRORECHNICAL SERVICES

**GEORGE MUNICIPALITY
CIVIC CENTRE
YORK STREET
GEORGE**

GEORGE MUNICIPALITY

DIRECTORATE: ELECTROTECHNICAL SERVICES

TENDER NUMBER: ENG020/2024

TENDER FOR THE APPOINTMENT OF A CONTRACTOR TO EFFECT MAINTENANCE WORKS AND SUPPLY OF SPECIALISED TRANSFORMER AUXILIARY EQUIPMENT AND PARTS, AS AND WHEN REQUIRED, FOR A PERIOD OF THREE (3) YEARS FROM DATE OF APPOINTMENT

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.

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: R Esterhuysen	
	The Employer's address for receipt of communications is:	
	Physical address: George Municipality York Street George, 6530	Postal address: George Municipality PO Box 19 George, 6530

Clause 1	The Employer is the George Municipality.	
	Telephone: (044) 801 1459 E-mail: rgesterhuysen@george.gov.za	
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	Risk in performing professional services (Professional Indemnity cover)
	Cover is:	Equivalent to the project value
	Period of cover:	Duration of Project
	Deductibles are:	None
5.5	The Service Provider is required to obtain the Employer’s prior approval in writing before taking any of the following actions: 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:
	Telephone:	
	Fax:	
	E-mail:	

GEORGE MUNICIPALITY

DIRECTORATE: ELECTROTECHNICAL SERVICES

TENDER NUMBER: ENG020/2024

TENDER FOR THE APPOINTMENT OF A CONTRACTOR TO EFFECT MAINTENANCE WORKS AND SUPPLY OF SPECIALISED TRANSFORMER AUXILIARY EQUIPMENT AND PARTS, AS AND WHEN REQUIRED, FOR A PERIOD OF THREE (3) YEARS FROM DATE OF APPOINTMENT

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

List of Documents Attached

Determination Sought in Respect of Objection or Complaint

Form submitted by:

Name: _____

Signature: _____

Position: _____

Date: _____

Place: _____

GEORGE MUNICIPALITY

DIRECTORATE: ELECTROTECHNICAL SERVICES

TENDER NUMBER: ENG020/2024

**TENDER FOR THE APPOINTMENT OF A CONTRACTOR TO EFFECT
MAINTENANCE WORKS AND SUPPLY OF SPECIALISED TRANSFORMER
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Pricing Data (Part C 2)

C2.1 Pricing Instructions/ Contract Price Adjustment and/or Rate of Exchange Variation

C2.2 Schedule of Activities

GEORGE MUNICIPALITY

DIRECTORATE: ELECTROTECHNICAL SERVICES

TENDER NUMBER: ENG020/2024

TENDER FOR THE APPOINTMENT OF A CONTRACTOR TO EFFECT MAINTENANCE WORKS AND SUPPLY OF SPECIALISED TRANSFORMER AUXILIARY EQUIPMENT AND PARTS, AS AND WHEN REQUIRED, FOR A PERIOD OF THREE (3) YEARS FROM DATE OF APPOINTMENT

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.
5. All quantities are for evaluation purposes only and quantities may change at time of ordering.
6. All pricing shall cater for delivery to George, **including off-loading onto ground level.**
7. All pricing shall cater for preliminaries & general.
8. All pricing shall cater for Health & Safety compliance.
9. Bidders must quote on all line items per pricing schedule, failure to do so will result in your bid **not** being considered. It is not however necessary to quote for all pricing schedules. Eg. A bidder may quote for any part, however, all line items within that part must be quoted for.
10. Your bid **shall not** be considered if any blank spaces or any non-monetary value is entered in any line items in the pricing schedule (C2.2). The same shall apply for the use of a “zero (0)” or “R0.00”. Should any of the line items be offered free of charge, this shall be indicated by the word “FREE”.
11. The once-off emergency fee in pricing schedule “Part E” shall only be added in addition to the normal line items for any emergency assignments required from the successful bidder.

C2.2 PROVISIONAL BILL OF QUANTITIES

Please note that it is **mandatory to submit** the **complete Priced Bills of Quantities** with the **Returnable Documents** in the following acceptable formats:

Filled in, in clearly legible and **PERMANENT BLACK INK.**

C2.3 CONTRACT PRICE ADJUSTMENT AND/OR RATE OF EXCHANGE VARIATION**1. PRICING INSTRUCTIONS:**

- 1.1.1 This is a multi-year tender and clear understanding of Contract Price Adjustment provisions must be established to avoid pricing risk during the resulting contract(s).
- 1.1.2 The Contract Price Adjustment mechanisms and/or provisions relating to Rate of Exchange Variation contained in this schedule are compulsory and binding on all tenderers. Failure to complete this schedule or any part thereof may result in the tender offer being declared non-responsive.
- 1.1.3 Tenderers are not permitted to amend, vary, alter or delete this schedule or any part thereof unless otherwise stated in this schedule, failing which the tender offer shall be declared non-responsive.
- 1.1.4 Tenderers are not permitted to offer fixed prices for the contract duration except as provided for in the Price Schedule, and if the tenderer offers fixed prices in contravention of this clause the tender offer shall be declared non-responsive.
- 1.1.5 The prices stipulated on the pricing schedule shall be subject to price adjustment as laid out below.
- 1.1.6 Tenderers are required to complete **either** Section 1.2.1 (**Manufacturers**) **or** Section 1.2.2 (**Suppliers**) below to establish the Contract Price Adjustment basis. (Refer to Clause 1.4).
- 1.1.7 Tenderers shall in addition complete Section 1.3 if Rate of Exchange Variations are applicable.

1.2 CONTRACT PRICE ADJUSTMENT**1.2.1 Tenderers that are Manufacturers of the Tendered Items:**

Tenderers that are manufacturers of the tendered items are subject to contract price adjustment based on SEIFSA INDICES and/or MATERIALS SUPPLIER'S PRICE LISTS, and shall complete only the following options:

a) Increase using SEIFSA indices

Published indices shall be applied quarterly to determine a fixed rate for the following three months, as detailed in Clause 1.4.1.

Material, labour and / or road freight price variation shall be calculated based upon the SEIFSA base material, labour and / or road freight prices / indices and the price proportions indicated by the Tenderer for the Goods tendered, as detailed in Annexure A, which shall be completed in full.

A minimum of 10% of the tender price shall be fixed and free of variation for the duration of the contract.

The SEIFSA contract price adjustment formula shall apply, unless otherwise detailed (and accepted) in the Covering Letter accompanying the Tender Documentation.

Tenderer to claim SEIFSA based CPA? (Yes /No): _____

b) Increase using Material Supplier Price Lists

The tender price shall be subject to adjustment based on raw material / component Supplier's Price Lists for the materials supplied for the manufacture of the tendered items.

Supplier: _____

Date of Price List/Quotation upon which tender is based _____

Price List/Quotation Reference Number _____

N.B.

- The above information must be provided for each item supplied to the Tenderer.**
- Copies of price lists on which tender prices are based shall be enclosed for all items.**
- Tenderers will be entitled to claim only the difference between the cost of the product at the time of tendering and the new cost. Documentation to this effect must be submitted with each claim.**

1.2.2 Tenderers that are not Manufacturers of the Tendered Items:

Tenderers that ARE NOT manufacturers of the tendered items are subject to contract price adjustment based on the SUPPLIER’S / MANUFACTURER’S PRICE LISTS from the supplier or manufacturer of the tendered items, as detailed in Clause 1.4.2 and shall complete the following:

Tenderer’s Supplier / Manufacturer: _____
 Date of Price List/Quotation upon which tender is based _____
 Price List/Quotation Reference Number _____

N.B.

- The above information must be provided for each item supplied to the Tenderer.
- Copies of price lists on which tender prices are based shall be enclosed for all items. The items referenced on the Pricing Schedule must be clearly identified on the Price List.
- Tenderers will be entitled to claim only the difference between the cost of the product at the time of tendering and the new cost. Documentation to this effect must be submitted with each claim.

1.3 RATE OF EXCHANGE VARIATIONS

Only tenderers who are the DIRECT IMPORTER of the goods may claim rate of exchange price variations.

(Refer to Clause 1.4 below).

Exchange Rate on which tender is based: _____ 1 = S A Rand _____

Name of Bank: _____

Date of quoted rate of exchange: _____

The end date applicable for variation shall be the date of shipment received (ie. The date of the Bill of Lading / Waybill / Customs Invoice)

Tenderer to indicate applicable documentation (Bill of Lading / Waybill / Customs Invoice):

If any other documentation other than those indicated above is applicable, the tenderer is to indicate this clearly and identify the applicable documentation in the space provided above.

TABLE 1.3: PRICE BASIS FOR IMPORTED RESOURCES

Item NO.	Value in foreign currency	Rate of exchange as at 7 days prior to date of tender	Value in Rand, of foreign content (columns AxB)	Customs Surcharge		Customs Duty		Amount of South African Content	Total in Rand of columns C+D+E+F (Total Tender Price) (Excl. VAT)
				%	R	%	R		
	(A)	(B)	(C)		(D)		(E)	(F)	(G)
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									

Item NO.	Value in foreign currency	Rate of exchange as at 7 days prior to date of tender	Value in Rand, of foreign currency content (columns AxB)	Customs Surcharge		Customs Duty		Amount of South African Content	Total in Rand of columns C+D+E+F (Total Tender Price) (Excl. VAT)
				%	R	%	R		
	(A)	(B)	(C)	(D)		(E)		(F)	(G)
12									
13									
14									
15									
16									
17									
18									
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1.4 PRICE VARIATION CLAIM

1.4.1 SEIFSA Index based Contract Price Variations (Refer to 1.2.1 above)

1.4.1.1 This section is **applicable to Tenderers that ARE the manufacturer of the tendered Goods**.

1.4.1.2 Only Contractors that are the manufacturers of the goods may claim SEIFSA Index based contract price adjustments.

1.4.1.3 For items that are subject to ROE, the SEIFSA index based CPA **shall apply only to the South African Content portion**, column (F) of the above table.

1.4.1.4 The contract price per item shall be adjusted **quarterly** in advance of placement of orders, and the adjusted contract price shall be applicable for purchase orders placed during the following three full calendar months.

1.4.1.5 Fluctuations in the prices of raw materials and labour will be acceptable for the goods price Contract Price Adjustment calculations.

1.4.1.6 The base month for Contract Price Adjustment calculations shall be the calendar month prior to the month of the closing date for tenders, and SEIFSA indices published in this month shall be used.

1.4.1.7 Adjusted contract prices per item shall be calculated based upon the SEIFSA indices published in the calendar month of application for the amended equipment contract prices.

1.4.1.8 Material and labour price variation shall be calculated based upon the SEIFSA base material and labour indices and the stipulated price proportions as detailed in Annexure A.

1.4.1.9 A minimum of 10% of the **South African Content portion** of the tender price (Column F) shall be fixed and free of variation for the duration of the contract.

1.4.1.10 The process to be followed by Contractors for claims for contract price adjustment in terms of SEIFSA shall be as follows:

a) The Contractor shall approach the Purchaser in writing during the week following the third Friday of each of **February, May, August, and November** month with an application for the amended cable unit prices to be applicable to the contract during the following three months.

b) The application shall be based upon the SEIFSA indices published during the calendar month of application (those published on the Monday following the third Friday of the month and detailing the latest available indices) and shall detail the proposed adjusted unit prices for the Goods and include detailed calculations indicating how the adjusted unit prices per item have been established.

c) Calculations of the contract price adjustment shall use the original tendered unit rates, the base indices, the indices published in the calendar month of application and the SEIFSA formula and shall contain no other factors or adjustments.

d) The Purchaser will check and approve the proposed unit prices for the following three months prior to the last day of the month of application. The Purchaser will notify the Contractor in writing of approval of the proposed prices. Any communications regarding approval of the proposed prices shall be completed before the end of the month of application for the amended Goods unit prices.

e) The Purchaser will update the Contract records at the end of the month with the approved amended unit prices for the following three months.

f) All purchase orders for the contracted Goods issued during a month shall be issued, invoiced, and paid at the contract unit prices approved for that month and no further SEIFSA based contract price adjustment claims will be considered, irrespective of the actual month of delivery and whether deliveries were subject to any manufacturing or delivery delays.

- g) The required delivery dates for orders placed by the Employer for the contracted Goods will be determined based upon the date of issue of the purchase order and the contract delivery period. Delays in the delivery of the Goods shall not entitle the Contractor to any amendment of the approved contract price adjustment applicable to that order.
- h) Failure by the Contractor to submit claims for Contract Price Adjustment within the timeframes detailed above will result in the unit rates for the items concerned being determined by the Purchaser in accordance with the published SEIFSA indices. The Purchaser however reserves the right in such a case not to amend the unit rates for the item if it is not to the Purchaser's advantage.
- i) The successful Contractor shall immediately upon notification of commencement date of contract submit written application for approval of adjusted Goods unit prices that shall be applicable during the first calendar month of the contract. This application will be assessed in accordance with the process laid out above in order to determine approved contract prices for the first calendar month of the contract.
- j) Failure to submit such application within one working week of commencement of contract shall result in the tendered unit prices being applied for orders placed during the first calendar month of the contract.
- k) Application for Contract Price Adjustment thereafter shall follow the process detailed above.

1.4.2 Supplier / Manufacturer Price List Variations (Refer to 1.2.2 above)

This section is applicable to **Tenderers that are NOT the manufacturer** of the tendered Goods.

This section is **also applicable to** Tenderers that are importing overseas manufactured component parts for assembly into tendered goods that are locally manufactured.

If the contract is subject to variation based on **SUPPLIER / MANUFACTURER PRICE LISTS**, the following will be applicable:

1.4.2.1 Contractors shall make the application for contract price adjustment prior to the date upon which the price adjustment would become effective.

1.4.2.2 The effective date of any price adjustment granted will be the first day of the month following the month during which the fully substantiated application for contract price adjustment is submitted and approved or, by agreement between the Contractor and the Purchaser, a subsequent date on which the price adjustment will become effective.

1.4.2.3 In instances where the Contractor's price adjustment claimed is less than entitled, the lesser price will be accepted.

1.4.2.4 Purchase orders placed prior to the effective date of any price increase shall be placed at the previously agreed price, not the claimed adjusted price.

1.4.2.5 Only the difference in source supplier / manufacturer pricelist (actual cost, not percentage) may be adjusted and under no circumstances may the Contractor increase their profit margin.

1.4.2.6 The process to be followed by the Contractor for claims for contract price adjustment shall be as follows:

1.4.2.6.1 The Contractor shall submit all of the documentation indicated below a minimum of two weeks prior to the effective date of the contract price adjustment.

1.4.2.6.2 The Purchaser will consider the proposed contract price adjustment and based on the documented evidence, the Purchaser may approve the adjustment.

1.4.2.6.3 A letter authorising the price adjustment will be issued to the Contractor.

1.4.2.6.4 All purchase orders issued subsequent to the effective date of the contract price adjustment will be issued at the approved adjusted contract price.

1.4.2.7 The Contractor shall supply the following documentation when applying for a contract price adjustment:

1.4.2.7.1 The price list that the original tender was based upon clearly indicating the items numbered according to the tender pricing schedule.

1.4.2.7.2 The new price list from the same Supplier / Manufacturer as originally tendered and clearly indicating the items numbered according to the tender pricing schedule and the revised price applicable to each item.

1.4.2.7.3 Detailed calculations indicating how the new price has been established.

1.4.2.7.4 A covering letter on the Contractor's letterhead requesting the contract price adjustment.

1.4.2.7.5 All documentation is to be signed by the Supplier / Manufacturer and by the Contractor.

1.4.2.8 George Municipality will assess such pricelist based CPA claims and will only approve such claims that are confirmed to be reasonable and market related with reference to the source pricing information provided with the tender and with the CPA application.

1.4.2.9 The successful Contractor shall immediately upon notification of the commencement date of contract submit written application for approval of any adjusted unit prices for the Goods that may have been notified by the Supplier / Manufacturer of the Goods, together with the required supporting documentation. This application will be assessed in accordance with the process laid out above in order to determine approved contract prices at the commencement of the contract.

1.4.2.10 Failure to submit such application within one working week of commencement of contract shall result in the tendered unit prices being applied for initial orders placed following commencement of the contract.

8.4.2.11 In the event of a Contractor changing their Supplier / Manufacturer during the tenure of the contract, no request for price variations will be considered unless the Contractor has obtained prior approval from George Municipality for the change of Supplier / Manufacturer. Such approval shall include technical approval by the Engineer of the goods supplied by the replacement Supplier / Manufacturer. Technical approval by the Engineer shall be a prerequisite for any change of Supplier / Manufacturer.

1.4.3 Rate of Exchange Variations (Refer to 1.3 above)

1.4.3.1 The Tenderer shall note The Department: Trade and Industry Local Production and Content requirements included with and forming a part of this specification and shall comply fully therewith.

1.4.3.2 If the Contract price is subject to variations in RATES OF EXCHANGE the Tenderer SHALL complete the appropriate section in Section 1.3 and Table 1.3, failing which no claim for contract price adjustment on the basis of rate of exchange variations will be considered.

1.4.3.3 Only Contractors that are directly importing the tendered Goods or component parts of the tendered Goods may claim rate of exchange variations.

1.4.3.4 The price adjustment for variations in the cost of plant and materials imported from outside of South Africa shall be based on the information contained on the schedule titled "**Price Basis for Imported Resources**" (Table 1.3) and as below. The Rand value of Plant and Materials comprising entirely or partly imported content that is inserted on the schedule titled "**Price Basis for Imported Resources**" (column (G)) shall be the rate tendered in the Pricing Schedule, and shall be the value in foreign currency (column

(A)) converted to South African Rand (column (C)) by using the closing spot selling rate on the Base Date (seven calendar days before tender closing date) rounded to the second decimal place (column (B)), to which shall be added any Customs Surcharge and Customs Duty applicable at that date (columns (D) and (E)) and any South African manufactured or added content (column (F)). Any mark-up by the Tenderer or other costs not detailed above shall be entirely contained within the South African Content (Column (F)).

1.4.3.5 Column A of Table 1.3 shall detail the actual quotation for the imported Goods or components, and shall be substantiated by the original source quotation for such Goods or components. (Source quotation from foreign supplier/manufacturer, see 1.4.2 above). No Contractor mark-up on the foreign currency value of such imported Goods or components is permissible. All Contractor mark-up shall be included in the South African content, Column F of Table 1.3.

1.4.3.6 The Supplier shall within seven working days from the date of receipt of the purchase order arrange for cover or recovering forward by way of a contract with a bank which is an authorised foreign exchange dealer, the foreign exchange component of the cost of any imported Plant and Materials inserted by the Tenderer on the schedule titled "Price Basis for Imported Resources" (Table 1.3), and submit such Forward Cover quotation to George Municipality for approval. Following such approval the forward cover shall be contracted within a further two working days and a copy provided to George Municipality.

1.4.3.7 The Forward Cover quotation envisaged above shall have a Forward Cover Contract (FCC) Value Date that is directly based upon the required delivery date for the imported Goods or components necessary in order to meet the Contract Delivery Period. Future FCC Value Dates beyond the Contract Delivery Period shall not be acceptable.

1.4.3.8 Based on the evidence provided in Clause 1.4.3.5 above, the value in Rand inserted in column (C) of on the schedule titled "**Price Basis for Imported Resources**" shall be recalculated using the forward cover rate obtained, and any increase or decrease in the Rand value defined in this clause shall be adjusted accordingly, subject to Clause 1.4.3.9 below.

1.4.3.9 The adjustments shall be calculated upon the value in foreign currency in the Supplier's forward cover contract, provided that, should this value exceed the value in foreign currency inserted in column (A) of on the schedule titled "Price Basis for Imported Resources", then the value in column (A) shall be used (or any adjusted value approved in accordance with 1.4.2 above).

1.4.3.10 Any increase or decrease in the Rand value between the amounts of Customs Surcharge and Customs Duty inserted in on the schedule titled "Price Basis for Imported Resources" and those amounts actually paid to the Customs and Excise Authorities, which are due to changes in the percentage rates applicable or to the foreign exchange rate used by the authorities, shall be adjusted accordingly.

1.4.3.11 The Tenderer shall state the Customs Duty Tariff Reference applicable to each item and the Supplier shall advise the Municipality's Agent of any changes which occur.

1.4.3.12 Contractors shall take out Forward Cover covering the foreign exchange component of the cost of any imported portion of the Goods ordered on each purchase order issued by the Employer.

1.4.3.13 The process to be followed by Contractors for claims for Rate of Exchange Variations shall be as follows:

1.4.3.13.1 On receipt of a purchase order the Contractor shall arrange for a quotation for Forward Cover from their banking institution.

1.4.3.13.2 This Forward Cover quotation shall be submitted to the Purchaser for approval of the Forward Cover rate within seven days from date of receipt of the purchase order.

1.4.3.13.3 Only once the Forward Cover rate is approved may the Contractor engage in a formalised contract with their banking institution and submit the Forward Cover contract to the Purchaser. This shall be done within two days from the Municipality's approval.

Pricing Data

Part C2

1.4.3.13.4 The Forward Cover Contract shall refer to the purchase order number, shall be signed by both parties (the Contractor and the Banking Institution) and shall be valid until such time as the goods are delivered to the Purchaser.

1.4.3.14 On delivery of the goods to the Municipality the Contractor shall submit the following documentation:

1.4.3.14.1 The Bill of Lading/Waybill/Customs Invoice (clearly indicating the items as identified on the purchase order).

1.4.3.14.2 Calculations detailing the difference in the rate of exchange at the time of entry and the date of tender. These shall be submitted on a covering letter.

1.4.3.14.3 The invoice / credit note for the Rate of Exchange adjustment applicable to the specific order.

1.4.3.15 In exceptional circumstances, and subject to the Employer's explicit approval, Rate of Exchange variations on Goods or components that are imported in bulk in advance in fulfilment of the contract requirements or to create buffer stocks, but not specifically in response to specific purchase orders placed by the Employer in accordance with the contract, shall be based upon whichever of the following two methodologies is more advantageous to the Employer:

- a) Methodology 1: A spot quotation for the Forward Cover Contract rate for the imported portion of the Goods, based upon the FCC Value Date for the particular purchase order(s), as outlined in 1.4.3.13 above.
- b) Methodology 2: The actual Rate of Exchange cost variations incurred in fulfilment of the purchase order(s), fully substantiated by detailed Bills of Lading and Customs Invoice applicable to the particular Goods delivered. The applicable Rate of Exchange shall be the rate as defined on the Customs Invoice for the imported Goods.
- c) Determination of the more advantageous methodology shall be conducted and approved following delivery of the imported Goods or components to the Contractor but prior to delivery of the Goods to the Employer.

1.4.3.16 Approval of the process detailed in 1.4.3.6 above shall be on an order by order basis and application shall be submitted, with required supporting documents, immediately on receipt of the relevant purchase order(s).

1.4.4 Supplier Price List Variations for Contractors Supplying Goods Imported by Another Party (Refer to 8.2 above).

Tenderers that intend to purchase the goods from another supplier who in turn is importing the goods shall obtain Firm Prices from this supplier and shall submit the price list in accordance with the process outlined in Clause 8.4.1 above. The updated pricelist shall be submitted to the City within seven calendar days of the date of the purchase order date. (Tenderer are again referred to The Department: Trade and Industry Local Production and Content Requirements included with and forming a part of this specification).

1.4.5 Contract Price Adjustment – General

1.4.5.1 All requests for variation in the contract price shall be submitted in writing as follows:

- By letter to: The Manager: Contract Management Unit, George Municipality, P O Box 19, George, 6530, or
 - By email to: rgesterhuysen@george.gov.za and the Contract Manager/Administrator hdiemont@george.gov.za
- prior to the date upon which the price adjustment would become effective.

1.4.5.2 When submitting an application for contract price adjustment the Contractor shall provide the applicable month's actual indices for the SEIFSA Table No's and Descriptions detailed in Annexure A or

Pricing Data**Part C2**

the supplier's actual published pricelists applicable to the particular month, and the actual revised rate proposed for each item. A mere notification of an application for contract price adjustment without stating the adjusted price claimed for each item shall, for the purpose of this clause, not be regarded as a valid claim.

1.4.5.3 The Purchaser reserves the right to request the Contractor to submit auditor's certificates or such other documentary proof as it may require in order to verify a claim for contract price adjustment. Should the supplier fail to submit such auditor's certificates or other documentary proof to George Municipality within a period of 30 (thirty) days from the date of the request, it shall be presumed that the supplier has abandoned his claim.

1.4.5.4 Where CPA adjustment claims are investigated and found to be not reasonable and market related the Municipality reserves the right to reject such claims. Where disputes arise with respect to such rejected claims the municipality reserves the right to invoke the Alternative Contractor provisions of the contract and place orders with the Alternative Contractor until such time as the dispute is resolved.

GEORGE MUNICIPALITY

DIRECTORATE: ELECTROTECHNICAL SERVICES

TENDER NUMBER: ENG020/2024

**TENDER FOR THE APPOINTMENT OF A CONTRACTOR TO EFFECT
MAINTENANCE WORKS AND SUPPLY OF SPECIALISED TRANSFORMER
AUXILIARY EQUIPMENT AND PARTS, AS AND WHEN REQUIRED, FOR A
PERIOD OF THREE (3) YEARS FROM DATE OF APPOINTMENT**

Pricing Schedule / Schedule of Activities (C2.2)

PART A- MAINTENANCE OF TAP-CHANGERS					Delivery
ITEM	DESCRIPTION	QUANTITY	RATE	TOTAL	Material
1.1 Associated (AT317.66/300L)					(Weeks)
1	Complete maintenance of Associated tap-changer as per specifications – <i>rate per unit</i>	1	R	R	
2a	Maintenance of motor drive unit of Associated tap-changer – <i>rate per unit</i>	1	R	R	
2b	Supply & delivery of a complete motor drive unit for Associated tap-changer – <i>rate per unit</i>	1	R	R	
2c	Installation and commissioning of a complete motor drive unit for Associated tap-changer – <i>rate per unit</i>	1	R	R	
3a	Supply & delivery of Associated tap-changer fixed contact – <i>rate per contact</i>	41	R	R	
3b	Installation of Associated tap-changer fixed contact – <i>rate per contact</i>	41	R	R	
4a	Supply & delivery of Associated tap-changer moving contact (transitional scissor contact) – <i>rate per contact</i>	3	R	R	
4b	Installation of Associated tap-changer moving contact (transitional scissor contact) – <i>rate per contact</i>	3	R	R	
5a	Supply & delivery of Associated tap-changer main contact – <i>rate per contact</i>	3	R	R	
5b	Installation of Associated tap-changer main contact – <i>rate per contact</i>	3	R	R	

6a	Supply & delivery of Associated tap-changer transition resistor – rate per resistor	3	R	R	
6b	Installation of Associated tap-changer transition resistor – rate per resistor	3	R	R	
7a	Supply & delivery of Associated tap-changer main spring – rate per spring	3	R	R	
7b	Installation of Associated tap-changer main spring – rate per spring	3	R	R	
8	Full range winding resistance test – rate per test	1	R	R	
1.2 FERRANTI TAP-CHANGERS (DS2)					
1	Complete maintenance of Ferranti tap-changer as per specifications – rate per unit	1	R	R	
2a	Maintenance of motor drive unit of Ferranti tap-changer – rate per unit	1	R	R	
2b	Supply & delivery of a complete motor drive unit for Ferranti tap-changer – rate per unit	1	R	R	
2c	Installation and commissioning of a complete motor drive unit for Ferranti tap-changer – rate per unit	1	R	R	
3a	Supply & delivery of Ferranti tap-changer fixed contact – rate per contact	17	R	R	
3b	Installation of Ferranti tap-changer fixed contact – rate per contact	17	R	R	
4a	Supply & delivery of Ferranti tap-changer moving contact	3	R	R	

	(transitional scissor contact) – rate per contact				
4b	Installation of Ferranti tap-changer moving contact (transitional scissor contact) – rate per contact	3	R	R	
5a	Supply & delivery of Ferranti tap-changer main contact – rate per contact	3	R	R	
5b	Installation of Ferranti tap-changer main contact – rate per contact	3	R	R	
6a	Supply & delivery of Ferranti tap-changer transition resistor – rate per resistor	3	R	R	
6b	Installation of Ferranti tap-changer transition resistor – rate per resistor	3	R	R	
7a	Supply & delivery of Ferranti tap-changer main spring – rate per spring	3	R	R	
7b	Installation of Ferranti tap-changer main spring – rate per spring	3	R	R	
8	Full range winding resistance test – rate per test	1	R	R	
GENERAL					
1	Submission of a compliant Health & Safety file - rate per file	1	R	R	
2	Site establishment	1	R	R	
3	Site de-establishment	1	R	R	

DAY WORKS (FOR EMERGENCY OR UNFORSEEN WORK ONLY)				
1	Supervisor <i>rate per hour</i>	5	R	R
2	Artisan <i>rate per hour</i>	5	R	R
3	Semi-skilled worker <i>rate per hour</i>	5	R	R
4	Unskilled worker <i>rate per hour</i>	5	R	R
5	4-ton crane truck <i>rate per hour</i>	5	R	R
6	LDV <i>rate per kilometre</i>	50	R	R
SUB-TOTAL 1				R
10% CONTINGENCY				R
SUB-TOTAL 2				R
VAT @ 15%				R
GRAND TOTAL				R

Note: All quantities are for evaluation purposes only and quantities may change at time of ordering. All pricing shall cater for delivery to George.
All pricing shall cater for preliminaries & general.
Bidders must quote on all line items per pricing schedule, failure to do so will result in your bid not being considered. It is not however necessary to quote for all pricing schedules.
Eg. A bidder may quote for any PART (BOQ), however, all line items within that part must be quoted for.
Your bid **shall not** be considered if any blank spaces or any non-monetary value is entered in any line items in the pricing schedule (C2.2). The same shall apply for the use of a “zero (0)” or “R0.00”.
Should any of the line items be offered free of charge, this shall be indicated by the word “FREE”.
Site establishment and site de-establishment will be applicable as a once-off claim for each assignment as agreed upon by the employer and contractor.

PART B - MAINTENANCE OF TAP-CHANGERS					Material
ITEM	DESCRIPTION	QUANTITY	RATE	TOTAL	Delivery
1.1 REINHAUSEN VIIID - 200					(Weeks)
1	Complete maintenance of Reinhausen tap-changer as per specifications – rate per unit	1	R	R	
2a	Maintenance of Reinhausen motor drive unit – rate per unit	1	R	R	
2b	Supply & delivery of a complete Reinhausen motor drive unit – rate per unit	1	R	R	
2c	Installation & commissioning of complete Reinhausen motor drive unit – rate per unit	1	R	R	
3a	Supply & delivery of a moving contact for Reinhausen tap-changer – rate per contact	3	R	R	
3b	Installation of a moving contact for Reinhausen tap-changer – rate per contact	3	R	R	
4a	Supply & delivery of a transitional contact for Reinhausen tap-changer – rate per contact	3	R	R	
4b	Installation of a transitional contact for Reinhausen tap-changer – rate per contact	3	R	R	
5a	Supply & delivery of a transition resistor for Reinhausen tap-changer – rate per resistor	3	R	R	
5b	Installation of a transition resistor for Reinhausen tap-changer – rate per resistor	3	R	R	
6a	Supply & delivery of an arcing ring for Reinhausen tap-changer – rate per ring	3	R	R	
6b	Installation of an arcing ring for Reinhausen tap-changer – rate per ring	3	R	R	
7a	Supply & delivery of a complete Reinhausen tap-changer (excluding tap-changer barrel) – rate per unit	1	R	R	
7b	Supply & delivery of a Reinhausen tap-changer barrel only (including fixed contacts) – rate per barrel	1	R	R	
8	Full range winding resistance test – rate per test	1	R	R	

GENERAL					
1	Submission of a compliant Health & Safety file - rate per file	1	R	R	
2	Site establishment	1	R	R	
3	Site de-establishment	1	R	R	
DAY WORKS (FOR EMERGENCY OR UNFORSEEN WORK ONLY)					
1	Supervisor rate per hour	5	R	R	
2	Artisan rate per hour	5	R	R	
3	Semi-skilled worker rate per hour	5	R	R	
4	Unskilled worker rate per hour	5	R	R	
5	4-ton crane truck rate per hour	5	R	R	
6	LDV rate per kilometre	50	R	R	
SUB-TOTAL 1				R	
10% CONTINGENCY				R	
SUB-TOTAL 2				R	
VAT @ 15%				R	
GRAND TOTAL				R	
<p>Note: All quantities are for evaluation purposes only and quantities may change at time of ordering. All pricing shall cater for delivery to George. All pricing shall cater for preliminaries & general. Bidders must quote on all line items per pricing schedule, failure to do so will result in your bid not being considered. It is not however necessary to quote for all pricing schedules. Eg. A bidder may quote for any PART (BOQ), however, all line items within that part must be quoted for. Your bid shall not be considered if any blank spaces or any non-monetary value is entered in any line items in the pricing schedule (C2.2). The same shall apply for the use of a "zero (0)" or "R0.00". Should any of the line items be offered free of charge, this shall be indicated by the word "FREE". Site establishment and site de-establishment will be applicable as a once-off claim for each assignment as agreed upon by the employer and contractor.</p>					

PART C- TRANSFORMER MAINTENANCE					Material
ITEM	DESCRIPTION	QUANTITY	RATE	TOTAL	Delivery (Weeks)
1.1 OIL SAMPLING & ANALYSIS					
1	Taking oil sample by accredited person – <i>rate per sample</i>	2	R	R	
2a	Test for Di-Electric strength – <i>rate per test</i>	2	R	R	
2b	Test for Moisture content – <i>rate per test</i>	2	R	R	
2c	Test for Acidity – <i>rate per test</i>	2	R	R	
2d	Furanic test – <i>rate per test</i>	2	R	R	
2e	Dissolved gas analysis test – <i>rate per test</i>	2	R	R	
2f	PCB content – <i>rate per test</i>	2	R	R	
2g	Degree of Polymerisation test – <i>rate per test</i>	2	R	R	
3a	Transformer/oil condition report by expert, under normal conditions - <i>rate per report</i>	1	R	R	
3b	Transformer/oil condition report by expert, under emergency conditions - <i>rate per report</i>	1	R	R	
3c	General advice and guidance relating to Power transformer maintenance queries - <i>rate per hour</i>	10	R	R	
1.2 DEFAULT LIST					
1	Compilation of detailed defaults list – <i>rate per list</i>	1	R	R	
1.3 TESTING					
1	Ratio test – <i>rate per test</i>	1	R	R	
2	Static winding resistance – <i>rate per test</i>	1	R	R	
3	Dynamic winding resistance – <i>rate per test</i>	1	R	R	
4	CT ratio – <i>rate per CT</i>	3	R	R	
5	CT polarity check – <i>rate per CT</i>	3	R	R	
6	CT magnetisation curve – <i>rate per CT</i>	3	R	R	
7	Tan-delta – High voltage bushings – <i>rate per bushing</i>	3	R	R	
8	Capacitance test – High voltage bushing – <i>rate per bushing</i>	3	R	R	
9	Hot collar test – High voltage bushing – <i>rate per bushing</i>	3	R	R	
10	Sweep frequency response analysis – <i>rate per test</i>	1	R	R	

11	Partial discharge measurement – <i>rate per test</i>	1	R	R	
1.4 GASKETS AND CONE RUBBERS					
1	Dropping oil level to desired level – <i>rate per litre</i>	1000l	R	R	
2	Replenishing oil level to recommended operating levels under vacuum - <i>rate per litre</i>	1000l	R	R	
3	Replacement of high voltage bushing gasket – <i>rate per bushing</i>	3	R	R	
4	Replacement of medium voltage bushing gasket – <i>rate per bushing</i>	3	R	R	
5	Replacement of magnetic circuit bushing gasket – <i>rate per bushing</i>	1	R	R	
6	Complete replacement of bushing CT secondary side terminals – <i>rate per terminal</i>	20	R	R	
7	Replacement of flange gaskets ranging from 25mm – 50mm in diameter – <i>rate per flange</i>	4	R	R	
8	Replacement of flange gaskets ranging from 50mm – 110mm in diameter – <i>rate per flange</i>	4	R	R	
9	Replacement of magnetic oil level gauge gasket – <i>rate per gauge</i>	2	R	R	
10	Replacement of inspection cover gaskets – <i>rate per m²</i>	1m ²	R	R	
11	Replacement of radiator gaskets – <i>rate per flange</i>	10	R	R	
12	Replacement of cone rubbers on medium voltage bushings – <i>rate per bushing</i>	4	R	R	
13	Replacement of O-rings/gaskets on radiator filler valves – <i>rate per valve</i>	10	R	R	
1.5 TANK MAINTENANCE AND REPAIRS					
1a	Degrease, wash, clean complete 10MVA transformer – <i>rate per transformer</i>	1	R	R	
1b	Degrease, wash, clean complete 15MVA transformer – <i>rate per transformer</i>	1	R	R	
1c	Degrease, wash, clean complete 20MVA transformer – <i>rate per transformer</i>	1	R	R	
1d	Degrease, wash, clean complete	1	R	R	

	120MVA transformer – rate per transformer				
1e	Degrease, wash, clean complete NER/NEC – rate per NER/NEC	1	R	R	
2a	Rust & old paint removal and preparation for painting of all metal surfaces on 10MVA transformer – rate per transformer	1	R	R	
2b	Rust & old paint removal and preparation for painting of all metal surfaces on 15MVA transformer – rate per transformer	1	R	R	
2c	Rust & old paint removal and preparation for painting of all metal surfaces on 20MVA transformer – rate per transformer	1	R	R	
2d	Rust & old paint removal and preparation for painting of all metal surfaces on 120MVA transformer – rate per transformer	1	R	R	
2e	Rust & old paint removal and preparation for painting of all metal surfaces on an NER/NEC – rate per NER/NEC	1	R	R	
3a	Painting of complete 10MVA transformer as per SANS 780 specifications – rate per transformer	1	R	R	
3b	Painting of complete 15MVA transformer as per SANS 780 specifications – rate per transformer	1	R	R	
3c	Painting of complete 20MVA transformer as per SANS 780 specifications – rate per transformer	1	R	R	
3d	Painting of complete 120MVA transformer as per SANS 780 specifications – rate per transformer	1	R	R	
3e	Painting of complete NER/NEC as per SANS 780 specifications – rate per NER/NEC	1	R	R	
4a	Degrease, power wash and clean concrete plinth of 10MVA transformer – rate per transformer	1	R	R	
4b	Degrease, power wash and clean concrete plinth of 15MVA transformer – rate per transformer	1	R	R	
4c	Degrease, power wash and clean	1	R	R	

	concrete plinth of 20MVA transformer – rate per transformer				
4d	Degrease, power wash and clean concrete plinth of 120MVA transformer – rate per transformer	1	R	R	
5	Soil rehabilitation – rate per m³	8m ³	R	R	
1.6 ON-SITE CORE DRYING					
1	Connect core drying unit to transformer – rate per transformer	1	R	R	
2	Oil cycling through core drying unit – rate per litre	9000l	R	R	
3	Disconnect core drying unit from transformer – rate per transformer	1	R	R	
4	Report – rate per report	1	R	R	
1.7 OIL PURIFICATION					
1	Connect oil purification unit to transformer – rate per transformer	1	R	R	
2	Oil cycling through oil purification unit – rate per litre	9000l	R	R	
3	Disconnect oil purification unit from transformer – rate per transformer	1	R	R	
GENERAL					
1	Submission of a compliant Health & Safety file - rate per file	1	R	R	
2	Site establishment	1	R	R	
3	Site de-establishment	1	R	R	
DAY WORKS (FOR EMERGENCY OR UNFORSEEN WORK ONLY)					
1	Supervisor rate per hour	5	R	R	
2	Artisan rate per hour	5	R	R	
3	Semi-skilled worker rate per hour	5	R	R	
4	Unskilled worker rate per hour	5	R	R	
5	10-ton crane truck rate per hour	5	R	R	
6	LDV rate per kilometre	50	R	R	
SUB-TOTAL 1				R	
10% CONTINGENCY				R	
SUB-TOTAL 2				R	
VAT @ 15%				R	
GRAND TOTAL				R	
<p>Note: All quantities are for evaluation purposes only and quantities may change at time of ordering. All pricing shall cater for delivery to George. All pricing shall cater for preliminaries & general. Bidders must quote on all line items per pricing schedule, failure to do so will result in your bid not being considered. It is not however necessary to quote for all pricing schedules. Eg. A bidder may quote for any PART (BOQ), however, all line items within that part must be quoted for. Your bid shall not be considered if any blank spaces or any non-monetary value is entered in any</p>					

line items in the pricing schedule (C2.2). The same shall apply for the use of a “zero (0)” or “R0.00”. Should any of the line items be offered free of charge, this shall be indicated by the word “FREE”. Site establishment and site de-establishment will be applicable as a once-off claim for each assignment as agreed upon by the employer and contractor. in any line items in the pricing schedule (C2.2). The same shall apply for the use of a “zero (0)” or “R0.00”. Should any of the line items be offered free of charge, this shall be indicated by the word “FREE”. Site establishment and site de-establishment will be applicable as a once-off claim for each assignment as agreed upon by the employer and contractor.

PART D- TRANSFORMER MATERIALS					Material
ITEM	DESCRIPTION	QUANTITY	RATE	TOTAL	Delivery
1.1 STANDARD BREATHERS AND SILICA GEL					(Weeks)
1a	Supply and delivery of complete breather 1kg – <i>rate per unit</i>	1	R	R	
1b	Supply and delivery of complete breather 3kg – <i>rate per unit</i>	1	R	R	
1c	Supply and delivery of complete breather 5kg – <i>rate per unit</i>	1	R	R	
1d	Supply and delivery of complete breather 8kg – <i>rate per unit</i>	1	R	R	
1e	Supply and delivery of complete breather 10kg – <i>rate per unit</i>	1	R	R	
1f	Supply and delivery of complete breather 15kg – <i>rate per unit</i>	1	R	R	
2	Supply and delivery of environmentally friendly silica gel – <i>rate per kg</i>	50kg	R	R	
1.2 MAINTENANCE-FREE DEHYDRATING BREATHERS					
1a	Supply and delivery of complete breather suitable for tap-changers - <i>rate per unit</i>	1	R	R	
1b	Install and commission complete breather for tap-changers - <i>rate per unit</i>	1	R	R	
2a	Supply and delivery of complete breather for Distribution transformers < 40MVA – <i>rate per unit</i>	1	R	R	
2b	Install and commission complete breather for Distribution transformers <40MVA - <i>rate per unit</i>	1	R	R	
3a	Supply and delivery of complete breather for Distribution transformers > 40MVA <200MVA – <i>rate per unit</i>	1	R	R	
3b	Install and commission complete breather for Distribution transformers >40MVA <200MVA - <i>rate per unit</i>	1	R	R	
2	Supply and delivery of non-poisonous and colourless silica gel – <i>rate per kg</i>	50kg	R	R	
1.3 STANDARD OIL AND WINDING TEMPERATURE INDICATORS					
1a	Supply and delivery of complete Oil temperature indicator - <i>rate per unit</i>	1	R	R	
1b	Install and commission of Oil temperature unit - <i>rate per unit</i>	1	R	R	
2a	Supply and delivery of complete Oil temperature indicator - <i>rate per unit</i>	1	R	R	
2b	Install and commission of Oil	1	R	R	

	temperature unit - <i>rate per unit</i>				
1.4 MAGNETIC OIL LEVEL GAUGES					
1	Supply and delivery of complete magnetic oil level gauge - <i>rate per unit</i>	1	R	R	
2	Install and commission of magnetic oil level gauge - <i>rate per unit</i>	1	R	R	
1.5 PRESSURE RELIEF DEVICES					
1a	Supply and delivery of complete 4 PSI pressure relief device - <i>rate per unit</i>	1	R	R	
1b	Install and commission of 4 PSI pressure relief device - <i>rate per unit</i>	1	R	R	
2a	Supply and delivery of complete 6 PSI pressure relief device - <i>rate per unit</i>	1	R	R	
2b	Install and commission of 6 PSI pressure relief device - <i>rate per unit</i>	1	R	R	
3a	Supply and delivery of complete 8 PSI pressure relief device - <i>rate per unit</i>	1	R	R	
3b	Install and commission of 8 PSI pressure relief device - <i>rate per unit</i>	1	R	R	
4a	Supply and delivery of complete 10 PSI pressure relief device - <i>rate per unit</i>	1	R	R	
4b	Install and commission of 10 PSI pressure relief device - <i>rate per unit</i>	1	R	R	
5a	Supply and delivery of complete 12 PSI pressure relief device - <i>rate per unit</i>	1	R	R	
5b	Install and commission of 12 PSI pressure relief device - <i>rate per unit</i>	1	R	R	
6a	Supply and delivery of complete 15 PSI pressure relief device - <i>rate per unit</i>	1	R	R	
6b	Install and commission of 15 PSI pressure relief device - <i>rate per unit</i>	1	R	R	
7a	Supply and delivery of complete 20 PSI pressure relief device - <i>rate per unit</i>	1	R	R	
7b	Install and commission of 20 PSI pressure relief device - <i>rate per unit</i>	1	R	R	
8a	Supply and delivery of complete 25 PSI pressure relief device - <i>rate per unit</i>	1	R	R	
8b	Install and commission of 25 PSI pressure relief device - <i>rate per unit</i>	1	R	R	
9a	Supply and delivery of complete 30	1	R	R	

	PSI pressure relief device - <i>rate per unit</i>				
9b	Install and commission of 30 PSI pressure relief device - <i>rate per unit</i>	1	R	R	
1.6 RADIATOR VALVES					
1	Supply and delivery of radiator valve - <i>rate per valve</i>	10	R	R	
2	Installation of radiator valve - <i>rate per unit</i>	10	R	R	
1.7 ISOLATION VALVES					
1a	Supply and delivery of isolation valve Dn25 - <i>rate per valve</i>	1	R	R	
1b	Installation of isolation valve Dn25 - <i>rate per unit</i>	1	R	R	
2a	Supply and delivery of isolation valve Dn50 - <i>rate per valve</i>	1	R	R	
2b	Installation of isolation valve Dn50 - <i>rate per unit</i>	1	R	R	
3a	Supply and delivery of isolation valve Dn80 - <i>rate per valve</i>	1	R	R	
3b	Installation of isolation valve Dn80 - <i>rate per unit</i>	1	R	R	
4a	Supply and delivery of isolation valve Dn100 - <i>rate per valve</i>	1	R	R	
4b	Installation of isolation valve Dn100 - <i>rate per unit</i>	1	R	R	
5a	Supply and delivery of isolation valve Dn125 - <i>rate per valve</i>	1	R	R	
5b	Installation of isolation valve Dn125 - <i>rate per unit</i>	1	R	R	
6a	Supply and delivery of isolation valve Dn150 - <i>rate per valve</i>	1	R	R	
6b	Installation of isolation valve Dn150 - <i>rate per unit</i>	1	R	R	
7a	Supply and delivery of isolation valve Dn200 - <i>rate per valve</i>	1	R	R	
7b	Installation of isolation valve Dn200 - <i>rate per unit</i>	1	R	R	
8a	Supply and delivery of isolation valve Dn250 - <i>rate per valve</i>	1	R	R	
8b	Installation of isolation valve Dn250 - <i>rate per unit</i>	1	R	R	
9a	Supply and delivery of isolation valve Dn300 - <i>rate per valve</i>	1	R	R	
9b	Installation of isolation valve Dn300 - <i>rate per unit</i>	1	R	R	

1.8 BUCHHOLZ RELAY AND SURGE RELAY					
1a	Supply and delivery of Dn25 Buchholz relay - rate per unit	1	R	R	
1b	Installation and commissioning of Dn25 Buchholz relay - rate per unit	1	R	R	
2a	Supply and delivery of Dn50 Buchholz relay - rate per unit	1	R	R	
2b	Installation and commissioning of Dn50 Buchholz relay - rate per unit	1	R	R	
3a	Supply and delivery of Dn80 Buchholz relay - rate per unit	1	R	R	
3b	Installation and commissioning of Dn80 Buchholz relay - rate per unit	1	R	R	
4a	Supply and delivery of OEM approved Surge relay for Reinhausen tap-changer - rate per unit	1	R	R	
4b	Installation and commissioning of OEM approved Surge relay for Reinhausen Tap-changer - rate per unit	1	R	R	
5a	Supply and delivery of OEM approved Surge relay for ATL & Ferranti tap-changer - rate per unit	1	R	R	
5b	Installation and commissioning of OEM approved Surge relay for ATL & Ferranti Tap-changer - rate per unit	1	R	R	
1.9 TEMPERATURE MONITORING AND COOLING CONTROL DEVICE					
1	Supply and delivery of complete unit - rate per unit	1	R	R	
2	Installation and commissioning of complete unit - rate per unit	1	R	R	
1.10 PORCELAIN BUSHINGS – 12KV					
1a	Supply and delivery of 1250A bushing - rate per bushing	3	R	R	
1b	Installation and commissioning of 1250A bushing - rate per bushing	3	R	R	
2a	Supply and delivery of 2000A bushing - rate per bushing	3	R	R	
2b	Installation and commissioning of 2000A bushing - rate per bushing	3	R	R	
3a	Supply and delivery of 2500A bushing - rate per bushing	3	R	R	
3b	Installation and commissioning of 2500A bushing - rate per bushing	3	R	R	
4a	Supply and delivery of 3150A bushing - rate per bushing	3	R	R	

4b	Installation and commissioning of 3150A bushing - <i>rate per bushing</i>	3	R	R	
1.11 PORCELAIN BUSHING (OIL IMPREGNATED PAPER BUSHING) 72.5KV					
1a	Supply and delivery of 315A bushing (rigid stem type) - <i>rate per bushing</i>	3	R	R	
1b	Supply and delivery of 315A bushing (draw lead type) - <i>rate per bushing</i>	3	R	R	
1c	Installation and commissioning of 315A bushing - <i>rate per bushing</i>	3	R	R	
2a	Supply and delivery of 400A bushing (rigid stem type) - <i>rate per bushing</i>	3	R	R	
2b	Supply and delivery of 400A bushing (draw lead type) - <i>rate per bushing</i>	3	R	R	
2c	Installation and commissioning of 400A bushing - <i>rate per bushing</i>	3	R	R	
3a	Supply and delivery of 500A bushing (rigid stem type) - <i>rate per bushing</i>	3	R	R	
3b	Supply and delivery of 500A bushing (draw lead type) - <i>rate per bushing</i>	3	R	R	
3c	Installation and commissioning of 500A bushing - <i>rate per bushing</i>	3	R	R	
4a	Supply and delivery of 630A bushing (rigid stem type) - <i>rate per bushing</i>	3	R	R	
4b	Supply and delivery of 630A bushing (draw lead type) - <i>rate per bushing</i>	3	R	R	
4c	Installation and commissioning of 630A bushing - <i>rate per bushing</i>	3	R	R	
GENERAL					
1	Dropping oil level to desired level – <i>rate per litre</i>	1000l	R	R	
2	Remove complete radiator – <i>rate per radiator</i>	1	R	R	
3	Install complete radiator (including new gaskets as per spec) – <i>rate per radiator</i>	1	R	R	
4	Replenishing oil level to recommended operating levels under vacuum - <i>rate per litre</i>	1000l	R	R	
5	CT polarity check – <i>rate per CT</i>	3	R	R	
6	Sweep frequency response analysis – <i>rate per test</i>	1	R	R	
7	Submission of a compliant Health & Safety file - <i>rate per file</i>	1	R	R	
8	Site establishment	1	R	R	
9	Site de-establishment	1	R	R	

DAY WORKS (FOR EMERGENCY OR UNFORSEEN WORK ONLY)					
1	Supervisor <i>rate per hour</i>	5	R	R	
2	Artisan <i>rate per hour</i>	5	R	R	
3	Semi-skilled worker <i>rate per hour</i>	5	R	R	
4	Unskilled worker <i>rate per hour</i>	5	R	R	
5	10-ton crane truck <i>rate per hour</i>	5	R	R	
6	LDV <i>rate per kilometre</i>	50	R	R	
				SUB-TOTAL 1	R
				10% CONTINGENCY	R
				SUB-TOTAL 2	R
				VAT @ 15%	R
				GRAND TOTAL	R

Note: All quantities are for evaluation purposes only and quantities may change at time of ordering.

All pricing shall cater for delivery to George.

All pricing shall cater for preliminaries & general.

Bidders must quote on all line items per pricing schedule, failure to do so will result in your bid not being considered. It is not however necessary to quote for all pricing schedules.

Eg. A bidder may quote for any PART (BOQ), however, all line items within that part must be quoted for.

Your bid shall not be considered if any blank spaces or any non-monetary value is entered in any line items in the pricing schedule (C2.2). The same shall apply for the use of a "zero (0)" or "R0.00". Should any of the line items be offered free of charge, this shall be indicated by the word "FREE".

Site establishment and site de-establishment will be applicable as a once-off claim for each assignment as agreed upon by the employer and contractor.

PART E- TRANSFORMER RIGGING AND TRANSPORT				
ITEM	DESCRIPTION	QUANTITY	RATE	TOTAL
1.1 RIGGING & TRANSPORT				
1	Rigging (“Rig and slide”) of transformers sized 315kVA to 1000kVA – rate per meter	30m	R	R
2a	Rigging (“Rig and slide”) of 5MVA transformers – rate per meter	30m	R	R
2b	Transportation of 5MVA transformer– rate per kilometre	200km	R	R
3a	Rigging (“Rig and slide”) of 10MVA transformers – rate per meter	30m	R	R
3b	Transportation of 10MVA transformer– rate per kilometre	200km	R	R
4a	Rigging (“Rig and slide”) of 15MVA transformers – rate per meter	30m	R	R
4b	Transportation of 15MVA transformer– rate per kilometre	200km	R	R
5a	Rigging (“Rig and slide”) of 20MVA transformers – rate per meter	30m	R	R
5b	Transportation of 20MVA transformer– rate per kilometre	200km	R	R
6a	Rigging (“Rig and slide”) of 25MVA transformers – rate per meter	30m	R	R
6b	Transportation of 25MVA transformer– rate per kilometre	200km	R	R
7a	Rigging (“Rig and slide”) of 40MVA transformers – rate per meter	30m	R	R
7b	Transportation of 40MVA transformer– rate per kilometre	200km	R	R
8a	Rigging (“Rig and slide”) of 40MVA transformers – rate per meter	30m	R	R
8b	Transportation of 40MVA transformer– rate per kilometre	200km	R	R
9a	Rigging (“Rig and slide”) of 120MVA transformers – rate per meter	30m	R	R
9b	Transportation of 120MVA transformer– rate per kilometre	200km	R	R
10	Standing time of load bed truck – rate per hour	6hours	R	R
11	Once-off Emergency fee per assignment - rate per emergency assignment	2	R	R
12	Rigging (“with crane”) of > 20MVA transformer– rate per hour	8hours	R	R

13	Rigging ("with crane") of > 40MVA transformer– rate per hour	8hours	R	R
GENERAL				
1	Submission of a compliant Health & Safety file - rate per file	1	R	R
2	Site establishment	1	R	R
3	Site de-establishment	1	R	R
DAY WORKS (FOR EMERGENCY OR UNFORSEEN WORK ONLY)				
1	Supervisor rate per hour	5	R	R
2	Artisan rate per hour	5	R	R
3	Semi-skilled worker rate per hour	5	R	R
4	Unskilled worker rate per hour	5	R	R
5	10-ton crane truck rate per hour	5	R	R
6	LDV rate per kilometre	50	R	R
SUB-TOTAL 1				R
10% CONTINGENCY				R
SUB-TOTAL 2				R
VAT @ 15%				R
GRAND TOTAL				R
<p>Note: All quantities are for evaluation purposes only and quantities may change at time of ordering.</p> <p>All pricing shall cater for delivery to George.</p> <p>All pricing shall cater for preliminaries & general.</p> <p>Bidders must quote on all line items per pricing schedule, failure to do so will result in your bid not being considered. It is not however necessary to quote for all pricing schedules. Eg. A bidder may quote for any PART (BOQ), however, all line items within that part must be quoted for.</p> <p>Your bid shall not be considered if any blank spaces or any non-monetary value is entered in any line items in the pricing schedule (C2.2). The same shall apply for the use of a "zero (0)" or "R0.00". Should any of the line items be offered free of charge, this shall be indicated by the word "FREE".</p> <p>Site establishment and site de-establishment will be applicable as a once-off claim for each assignment as agreed upon by the employer and contractor.</p>				

SUMMARY OF TOTALS	
GRAND TOTAL PART A	R
GRAND TOTAL PART B	R
GRAND TOTAL PART C	R
GRAND TOTAL PART D	R
GRAND TOTAL PART E	R
COMBINED TOTAL FOR PART A, B, C, D &E	R
INCLUDING VAT	
(as applicable)	

GEORGE MUNICIPALITY**DIRECTORATE: ELECTROTECHNICAL SERVICES****TENDER NUMBER: ENG020/2024****TENDER FOR THE APPOINTMENT OF A CONTRACTOR TO EFFECT MAINTENANCE WORKS AND SUPPLY OF SPECIALISED TRANSFORMER AUXILIARY EQUIPMENT AND PARTS, AS AND WHEN REQUIRED, FOR A PERIOD OF THREE (3) YEARS FROM DATE OF APPOINTMENT****Scope of Works (C3)****C 3.1 DESCRIPTION OF WORKS****GENERAL**

The effect of power transformer failure is detrimental to the George Municipality, therefore, to limit such possibilities, we have compiled the following specifications for the appointment of an experienced service provider for maintaining our power transformers to the highest possible standard.

The successful bidder shall ensure attention to detail, quality workmanship and compliance with all relevant standards.

APPARATUS SPECIFICATION

The following documents contain provisions that, through reference in the text, constitute requirements of this specification. At the time of publication, the editions indicated were valid. All standards and specifications are subject to revision, and parties to agreements based on this specification are encouraged to investigate the possibility of applying the most recent editions of the documents listed below.

SANS 555: Unused and reclaimed mineral insulating oils for transformers and switchgear.

SANS 780: Distribution Transformers.

SANS 60076: Power Transformers

SANS 60137: Insulated bushings for alternating voltages above 1 000 V

SANS 10064: The preparation of steel surfaces for coating.

SANS 290: Mineral insulating oils – Management of polychlorinated biphenyls (PCB's)

ISO 8501-1: Preparation of steel substrates before application of paints and related products – Visual assessment of surface cleanliness – Part 1: Rust grades and preparation grades of uncoated steel substrates and of steel substrates after overall removal of previous coatings.

ISO9001 - Quality management systems – Requirements

ISO14001 - Environmental management systems - Requirements with guidance for use

The South African National Roads Agency Limited and National Roads Act of 1998

REQUIREMENTS

PART A

1.1 Associated (AT317.66/300L) & Ferranti (DS2) Tap-Changer Maintenance & Spares

- 1.1.1 Tap changers to be drained of all existing oil and thoroughly cleaned so that all traces of carbon or any other deposits are removed.
- 1.1.2 Once 3.1.1 has been done, all fixed, transitional and main contacts are to be thoroughly cleaned, thicknesses are to be measured and their condition assessed against manufacturer specifications.
- 1.1.3 Where it is found that contacts have excessive wear, these contacts will be replaced with new contacts only once the Employer has given final approval.
- 1.1.4 All transitional resistors to be cleaned and tested against OEM specifications. Any resistors found to be redundant shall be replaced only once the Employer has given final approval.
- 1.1.5 Box to be rinsed out with virgin oil after maintenance work is complete.
- 1.1.6 Gaskets to be replaced and box sealed for filling.
- 1.1.7 Tap changer to be filled with virgin oil with no signs of leaks. Virgin oil shall be supplied by the Employer.
- 1.1.8 Full-range winding resistance test to be done once maintenance is complete and oil has been filled.
- 1.1.9 Motor mechanism to be inspected, maintained and cleaned.
- 1.1.10 Motor mechanism spares shall be genuine OEM spares only.
- 1.1.11 With regards to all replacement parts, the following: Non-OEM spares shall only be considered if it is directly supplied by the OEM in question, accompanied by an official letter from the OEM stating that it accepts the use of such spares in its product.
- 1.1.12 Successful bidder must be **accredited** to work on Associated & Ferranti Tap Changers
- 1.1.13 Accreditation certificate shall be submitted under section **T2.1**

PART B**1.1 Reinhausen (VIID – 200) Tap-Changers**

- 1.1.1 Tap changer to be removed from barrel and drained of all existing oil and thoroughly cleaned so that all traces of carbon or any other deposits are removed.
- 1.1.2 Once 3.2.1 has been done, all moving contacts are to be thoroughly cleaned, thicknesses are to be measured and their condition assessed against manufacturer specifications.
- 1.1.3 Where it is found that moving contacts have excessive wear, these contacts will be replaced with new contacts only once the Employer has given final approval.
- 1.1.4 Barrel to be thoroughly cleaned and rinsed out with virgin oil after maintenance work is complete.
- 1.1.5 Gaskets to be replaced and tap-changer sealed for filling.
- 1.1.6 Tap-changer to be filled with virgin oil with no signs of leaks. Virgin oil shall be supplied by the Employer.
- 1.1.7 Full-range winding resistance test to be done once maintenance is complete and oil has been filled.
- 1.1.8 Motor mechanism to be inspected, maintained and cleaned.
- 1.1.9 Motor mechanism spares shall be genuine OEM spares only.
- 1.1.10 With regards to all replacement parts, the following: Non-OEM spares shall only be considered if it is directly supplied by the OEM in question, accompanied by an official letter from the OEM stating that it accepts the use of such spares in its product.
- 1.1.11 Successful bidder must be **accredited** to work on Reinhausen Tap Changers
- 1.1.12 Accreditation certificate shall be submitted under **T2.1**

PART C**1.1 Oil Sampling and Analysis**

- 1.1.1 This shall apply to Power Transformers and NEC/NER
- 1.1.2 Oil and/or paper samples are to be taken by an **accredited person** prior to any work taking place.
- 1.1.3 A valid accreditation certificate of above-mentioned person/s shall be submitted under section **T2.1**
- 1.1.4 Samples are to be sent to a **SANAS accredited** laboratory for analysis. The analysis may cover all or some of the following tests:
 - Di-electric strength
 - Moisture content
 - Acidity
 - Furanic

- DGA (dissolved gas analysis)
- PCB content
- Degree of polymerisation (from paper sample)

1.1.5 Proof of SANAS accreditation shall be submitted under section **T2.1**

1.1.6 The tenderer shall have access to an expert in the field of transformer condition analysis, to assist with determining the transformer condition and make recommendations in a detailed report, regarding the level and extent of maintenance required and the condition of the transformer active parts.

The expert shall possess the following minimum requirements and proof of this shall be submitted under section **T2.1**:

- a) Minimum of 10 years experience in transformer oil analysis.
- b) A minimum B-tech qualification in Electrical engineering.
- c) As a minimum, registered as a Professional Technologist with ECSA.
- d) Submit a comprehensive CV.

1.1.7 These oil analysis results and/or report mentioned in 3.3.6 above, shall be made available to the employer within **10 working days** after oil samples have been taken under normal circumstances.

1.1.8 Oil analysis results and/or report mentioned in 3.3.6 above, shall be made available to the employer within **3 working days** after oil samples have been taken during emergency situations.

1.1.9 The reports mentioned in 3.3.7 and 3.3.8 shall only be prepared when instructed to do so by the employer.

1.2 Default List

1.2.1 A full defaults list will be compiled and supplied to the employer. Transformers will be de-energised to allow for a more detailed inspection when compiling said default lists.

1.2.2 This list shall only be compiled when instructed to do so by the employer.

1.3 Testing

1.3.1 The following tests shall be done on each power transformer prior to, as well as after any work has been done:

- Ratio test
- Static winding resistance
- Dynamic winding resistance
- CT ratio,
- CT polarity check
- CT magnetisation curve
- Tan Delta – High Voltage bushings
- Capacitance test - High voltage bushing

- Hot collar test - High voltage bushing
- Sweep frequency response analysis
- Partial discharge measurement

1.3.2 The tests listed above shall only be performed using suitable equipment that have accompanying valid calibration certificates.

1.3.3 The above-mentioned certificates shall be submitted under section **T2.1**.

1.4 Gaskets and Cone Rubbers

1.4.1 This shall apply to Power Transformers and NEC/NER

1.4.2 Oil level shall be dropped and oil to be stored in PCB-free flow bins or oil bladders.

1.4.3 All gaskets used at application temperatures to comply with the specifications listed in the "Schedule of General Particulars and Guarantees" under section T2.2

1.4.4 All gaskets used on high distortion flanges to comply with the specifications listed in the "Schedule of General Particulars and Guarantees" under section T2.2

1.4.5 Full technical specifications of gaskets 3.6.3 & 3.6.4 to be used must be submitted under section **T2.1**

1.4.6 All gaskets that are to be replaced will be replaced by new gaskets of the same thickness.

1.4.7 Before installation of new gaskets, the old gasket will be removed completely and all surfaces to be thoroughly cleaned and degreased.

1.4.8 Great care must be taken when removing old gaskets, to ensure that no pieces fall into the transformer tank.

1.4.9 Old cone rubbers shall be replaced with high quality neoprene cone rubbers where necessary.

1.4.10 All bolts and screws to be torqued strictly according to manufacturer's specifications.

1.4.11 Oil level shall be replenished to recommended operating levels. This shall be done under vacuum.

1.5 Tank Maintenance and Repairs

1.5.1 This shall apply to Power Transformers and NEC/NER

1.5.2 The transformer will be thoroughly washed and cleaned so that any existing leaks can be easily detected.

1.5.3 This shall include all pipes, flanges, doors, conservator tanks, buchholz relays, cooling fins, fans and any other parts of the transformer or NER/NEC.

1.5.4 All surface preparations and painting shall be done strictly according to **SANS 780 "8.23.4 Coatings of exterior surfaces of transformers for**

use in corrosive environments". This includes on-site sandblasting.

- 1.5.5 Reasonable measures must be taken to ensure minimal dust settlement on wet paint and prevention of paint settling on adjacent equipment/apparatus (Use of screens).
- 1.5.6 All bushings, glass and Perspex/plastic are to be effectively protected against dispersed paint during the spray painting process.
- 1.5.7 Paint shall not be introduced onto any pressure relieve devices at all.
- 1.5.8 Degreasing and pressure washing of concrete plinths.
- 1.5.9 Soil rehabilitation. Service provider to quote labour only, all new sand and stone shall be supplied by the employer.

1.6 On-site Core Drying

- 1.6.1 The device shall be able to accurately determine the amount of moisture present in the oil and insulation.
- 1.6.2 Shall be able to determine the amount of moisture removed.
- 1.6.3 The filtering process must not affect the oil properties and also not affect the fault gas composition.
- 1.6.4 The device shall make use of filters only, no heating devices.
- 1.6.5 Shall be able to install the device whilst transformer is on-line.
- 1.6.6 Shall be able to operate whilst transformer is on-line.
- 1.6.7 Shall not cause any nuisance tripping by creating bubbles during the drying process.
- 1.6.8 Shall be able to operate on a single-phase supply.
- 1.6.9 Shall not draw more than 20 amps.
- 1.6.10 Once drying is complete, a detailed report shall be provided showing the amount of moisture that was removed.
- 1.6.11 Full technical specifications of the device shall be submitted under section **T2.1**
- 1.6.12 A valid calibration certificate shall also be submitted under section **T2.1**

1.7 Oil Purification

- 1.7.1 This shall apply to Power Transformers and NER's/NEC's.
- 1.7.2 Shall be done by way of High Vacuum Dehydration method with coalescing filters.
- 1.7.3 Shall not exceed a temperature of 80 degrees Celsius.
- 1.7.4 Shall not exceed 3000 litres per hour.
- 1.7.5 Full technical specifications of purification plant to be submitted under section **T2.1**
- 1.7.6 A valid calibration certificate shall also be submitted under section **T2.1**
- 1.7.7 Successful bidder to supply own PCB free flow bins/oil bladders if or when necessary.

PART D**1.1 Standard Breathers and Silica Gel**

- 1.1.1 Breathers housing and oil bowls are to be made of clear 100% UV resistant, shatterproof polycarbonate. All metal parts shall be manufactured of stainless steel.
- 1.1.2 Shall be IP65 rated.
- 1.1.3 Silica gel to be environmentally friendly type (Orange/Amber colour when active and green when saturated).
- 1.1.4 Detailed specifications sheet to be submitted under section **T2.1**

1.2 Maintenance-Free Dehydrating Breathers

- 1.2.1 All exterior parts to be resistant to weather, transformer oil, salt water and UV.
- 1.2.2 Flanges must be able to be customer-specific.
- 1.2.3 Must be able to handle ambient temperatures of minimum -40°C to 80°C.
- 1.2.4 Maximum weight must be less than 14kg.
- 1.2.5 Silica gel must be non-poisonous and colourless.
- 1.2.6 Must be self-monitoring with a minimum of 1 signal for regeneration active/inactive, and minimum of 1 signal for device error.
- 1.2.7 The junction box shall be ventilated and heated to prevent moisture build-up.
- 1.2.8 The junction box shall have space to accommodate at least 3 X M20 X 1.5 cable glands.
- 1.2.9 The terminal box shall have LED indications on the outside for "Power On", "Regeneration Active" and "Device Error".
 - 1.2.10 The programme used by the device must be a self-learning system that can deal with transformers with cyclical loads.
- 1.2.11 Detailed specifications sheet to be submitted under section **T2.1**

1.3 Standard Oil and Winding Temperature Indicators

- 1.3.1 All temperature indicators shall come complete with detecting element with a minimum 6-meter length of capillary tube.
- 1.3.2 Capillary shall be copper with insulating, flexible stainless-steel tube.
- 1.3.3 Indicators shall have minimum of 6 normally open contacts.
- 1.3.4 Contacts must be able to handle 250Vac/5A, 250Vdc/0.4A or 110Vdc/0.6A.
- 1.3.5 All external parts of indicators, including fixing plates, to be manufactured of corrosion resistant material such as galvanised steel or stainless steel.
- 1.3.6 The temperature sensor shall be angled and made of brass.
- 1.3.7 Shall work on the Helical Bourdon tube principle.

- 1.3.8 Shall have laminated safety glass display window with built-in UV filter.
- 1.3.9 Automatic compensation of ambient temperature.
 - 1.3.10 Must be compatible with a signal converter.
- 1.3.11 Must be equipped with resettable red coloured maximum pointer.
- 1.3.12 Must have an analogue output of 4 – 20mA.
- 1.3.13 Ambient operating temperature range -30°C to 80°C.
- 1.3.14 **Oil temperature indicator:** Measuring range, -20°C to 140°C.
- 1.3.15 **Winding temperature indicator:** Measuring range, 0°C to 160°C.
- 1.3.16 CT input of 2 amps at 100% rated current.
- 1.3.17 Detailed specifications sheet to be submitted under section **T2.1**

1.4 Magnetic Oil Level Gauges

- 1.4.1 Shall have laminated safety glass with built-in UV filter.
- 1.4.2 No readjustment or recalibration required.
- 1.4.3 Axial and radial float arm options shall be available, with various arm lengths.
- 1.4.4 Option of a minimum of two fixed switches or two adjustable switches.
- 1.4.5 Shall have the option of horizontal or angled installation position.
- 1.4.6 Both OTI and WTI shall be 150mm in diameter, and shall be compatible with a flange diameter of 220mm.
- 1.4.7 Detailed specifications sheet to be submitted under section **T2.1**

1.5 Pressure Relief Devices

- 1.5.1 Clear signal indication, no false tripping.
- 1.5.2 Cdp-coated springs as per din 2095 (cathodic corrosion protection) and additional internal seals.
- 1.5.3 Aluminum signal pin with two notches to prevent fallback of a pin that has not fully extended.
- 1.5.4 Protection for micro-switches and springs via protective cover made from marine-grade aluminum.
- 1.5.5 Opens in maximum 3ms and closes within maximum 70ms.
- 1.5.6 Triggering pressure of 4 - 30 PSI.
- 1.5.7 Cable connection shall be inclusive of cable gland and terminal box.
- 1.5.8 Cover for defined oil drainage, drainage shall be in a downward direction.
- 1.5.9 Shall have a Semaphore.
- 1.5.10 Shall have a minimum of two micro-switches.
- 1.5.11 Detailed specifications sheet to be submitted under section **T2.1**

1.6 Radiator Valves

- 1.6.1 Wafer type butterfly valve
- 1.6.2 Square flange
- 1.6.3 Available bore diameter 80mm
- 1.6.4 Low leakage, metal to metal sealing.
- 1.6.5 Temperature range: -60°C to 140°C

- 1.6.6 Operating pressure: Open position 10 bar
Closed position 8 bar
- 1.6.7 Stainless steel AISI 316 body
- 1.6.8 Screws: stainless steel
- 1.6.9 Detailed specifications sheet to be submitted under section **T2.1**

1.7 Isolation Valves

- 1.7.1 Wafer type butterfly valve
- 1.7.2 Round flange
- 1.7.3 Available bore diameters: 25mm to 300mm
- 1.7.4 Low leakage, metal to metal sealing.
- 1.7.5 Temperature range: -60°C to 140°C
- 1.7.6 Operating pressure, minimum 8 bar
- 1.7.7 Stainless steel AISI 316 body
- 1.7.8 Screws: stainless steel
- 1.7.9 Detailed specifications sheet to be submitted under section **T2.1**

1.8 Buchholz Relays and Surge Relays

- 1.8.1 Shall have the following flange options, Dn25, Dn50, or Dn80 connecting flange.
- 1.8.2 Shall have a manual function test.
- 1.8.3 Shall have a flap valve response time of between 0.65 m/s to 3 m/s.
- 1.8.4 Minimum of four normally open contacts (2 for alarm, 2 for tripping). Contact rating of 2A RMS minimum for normally open contacts and short time current rating of 10A RMS minimum for 30ms.
- 1.8.5 Shall have M25 threaded cable glands.
- 1.8.6 Shall have dry-reed magnetic switches to avoid false tripping.
- 1.8.7 Must be able to replace switches without having to access the oil circuit.
- 1.8.8 Shall be constructed of aluminium alloy casting.
- 1.8.9 Shall have a protection degree of IP55.
- 1.8.10 Tested against stationary sinusoidal vibrations and non-sinusoidal vibrations per EN 60721-3-4.
- 1.8.11 Corrosion tested according to ASTM B 117.
- 1.8.12 Shall have the option of fitting a gas sampling device.
- 1.8.13 Surge relay shall be RS2001 for OEM compliance.
- 1.8.14 Detailed specifications sheet to be submitted under section **T2.1**

1.9 Temperature Monitoring and Cooling Control Device

- 1.9.1 Should be able to monitor oil level indication of the conservator.
- 1.9.2 Measurement or indication of oil temperature and up to 2 winding temperatures.

- 1.9.3 Must be able to indicate ambient temperature.
- 1.9.4 Shall have internal storage for up to 30 000 data records.
- 1.9.5 Data readout and storage shall be in Excel format.
- 1.9.6 Shall have device self-monitoring.
- 1.9.7 Cooling systems shall be activated either cyclically and/or based on loading.
- 1.9.8 Detailed specifications sheet to be submitted under section **T2.1**

1.10 Porcelain Bushings – 12kV

- 1.10.1 Shall have a minimum creepage distance rating of 31mm/kV.
- 1.10.2 Shall be rated for a minimum of 12kV.
- 1.10.3 Power frequency withstand voltage, minimum rating of 28kV wet and 30kV dry.
- 1.10.4 Lightning impulse withstand voltage, minimum of 75kV.
- 1.10.5 Shall be available in 1250A, 2000A, 2500A and 3150A ratings
- 1.10.6 Rated thermal short-time current shall be 25 times rated current, for t_{th} of 2 seconds
- 1.10.7 Minimum cantilever load ratings shall be strictly according to 4.5; Table1; level I of SANS60137 for vertical and horizontal bushings.
- 1.10.8 All type test and routine test certificates shall be supplied as per 10.4.1 and 10.4.2 of SANS 60137.
- 1.10.9 Bushings shall be packaged in sealed wooden boxes, the insulators shall be encapsulated within suitable material (shredded paper, bubble wrap) as to avoid any damage to said bushings. Bushings shall be packaged individually, each bushing in its own wooden box.
- 1.10.10 Detailed specifications sheet to be submitted under section **T2.1**

1.11 Porcelain Bushings (Oil Impregnate Paper Bushing) – 72.5kV

- 1.11.1 Shall have a minimum creepage distance rating of 31mm/kV.
- 1.11.2 Shall be rated for minimum of 72.5kV.
- 1.11.3 Power frequency withstand voltage, minimum rating of 140kV wet and 155kV dry.
- 1.11.4 Dry lightning impulse withstand, minimum of 325kV.
- 1.11.5 Shall be available in 315A, 400A, 500A and 630A ratings
- 1.11.6 Rated thermal short-time current shall be 25 times rated current, for t_{th} of 2 seconds
- 1.11.7 Minimum cantilever load ratings shall be strictly according to 4.5; Table1; level I of SANS60137 for vertical and horizontal bushings.
- 1.11.8 The test tap shall not exceed a capacitance to earth of 10 000pF.
- 1.11.9 The test tap shall not exceed a dielectric dissipation factor of 0,05 measured at power-frequency.
- 1.11.10 Shall have the option of being of the rigid stem type or a draw lead type.

- 1.11.11 Shall be able to withstand temporary over-voltages as per 5.1 of SANS 60137.
- 1.11.12 All type test and routine test certificates shall be supplied as per 7.2.1 and 7.2.2 of SANS 60137.
- 1.11.13 Bushings shall be packaged in sealed wooden boxes, the insulators shall be encapsulated within suitable material (shredded paper, bubble wrap) as to avoid any damage to said bushings. Bushings shall be packaged individually, each bushing in its own wooden box.
- 1.11.14 Detailed specifications sheet to be submitted under section **T2.1**

PART E

1.1 Rigging and transport

- 1.1.1 This generally will be applicable to the rigging and transportation of Power transformers, however, it may at times also be necessary to rig smaller distribution transformers that cannot be removed by means of a crane due to small enclosures and road ways.
- 1.1.2 All persons involved in the rigging process shall be trained and experienced personnel.
- 1.1.3 Proof of training shall be attached to section **T2.1**
- 1.1.4 All rigging equipment (Cranes, slings, chains, power banks etc.) shall have valid load testing certificates.
- 1.1.5 Proof of valid load testing shall be attached to section **T2.1**
- 1.1.6 Load bed trucks shall be roadworthy and when in use shall be in possession of the necessary travel permits.
- 1.1.7 In general rigging and transportation shall be done during planned and controlled circumstances, however, at times it may be necessary to have a transformer rigged and transported within the greater George area under emergency conditions. During such circumstances the service provider shall be afforded a maximum of 10 working days to mobilize and get to site.
- 1.1.8 **All rates (distance) for transport shall be measured from the following physical address:**
16 Brick Road
George Industria
George

2. TIME-FRAMES

2.1 Supply and delivery items

Supply and delivery of items shall take no longer than **4 weeks** from date of drawing approval per order.

2.2 Commencement of works

All work to commence, within **8 weeks** from date of order placed.

2.3 Completion of works

Time-frames for completion of works shall be agreed upon between the employer and service provider prior to the approval of each assignment.

3. PACKAGING

All items shall be regarded as being fragile and shall be effectively packaged as to prevent any damages from occurring during transportation.

GEORGE MUNICIPALITY

DIRECTORATE: ELECTROTECHNICAL SERVICES

TENDER NUMBER: ENG020/2024

TENDER FOR THE APPOINTMENT OF A CONTRACTOR TO EFFECT MAINTENANCE WORKS AND SUPPLY OF SPECIALISED TRANSFORMER AUXILIARY EQUIPMENT AND PARTS, AS AND WHEN REQUIRED, FOR A PERIOD OF THREE (3) YEARS FROM DATE OF APPOINTMENT

Site Information (Part C4)

THIS TENDER WILL BE APPLICABLE TO VARIOUS SITES WITHIN THE GEORGE AREA

1. All sites shall have a minimum ac supply voltage of 420V three-phase and 230V single phase.
2. Some sites shall have access to running water. The majority of sites shall not have access to running water.
3. Some sites shall have access to toilet facilities. The majority of sites shall not have access to toilet facilities.
4. All sites are within a radius of not more than 120km from the George Municipality Electro technical depot (15 Brick Road, George Industria, George).
5. All sites have easy access for all types of vehicles. A minority of sites may pose some difficulty for large trucks making use of trailers.
6. Access to two of the sites will require prior arrangements as they are located within gated housing complexes.

GEORGE MUNICIPALITY

DIRECTORATE: ELECTROTECHNICAL SERVICES



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Health and Safety Specification (Part C5)

ATTACHED AS ANNEXURE A

BASELINE RISK ASSESSMENT MAINTENANCE WORKS AND SUPPLY OF SPECIALISED TRANSFORMER

COMPANY	BASELINE RISK ASSESSMENT	HAZARD IDENTIFICATION AND RISK ASSESSMENT		
COMPILED BY	ERIC NQAMPI			
DATE OF ASSESSMENT	08 JANUARY 2025			
SCOPE OF WORK	MAINTENANCE WORKS AND SUPPLY OF SPECIALISED TRANSFORMER AUXILIARY EQUIPMENTS AND PARTS, AS AND WHEN REQUIRED, FOR A PERIOD OF THREE (3) YEARS.			
REVIEW DATE	EVERYONE (1) year or after reportable incident or change in scope of work.			

Probability Index	5	Almost certain to inevitable	Severity index injury /disease	5	Fatal	Severity index (Production)	5	No production for at least 12 months	Severity index due to Environment	5	Permanent effects	Severity index (Financial impact)	5	Greater than R500 000.00	Frequency index	5	Hazards permanently present
	4	Probable		4	Permanently disabling injury		4	Loss of 1 month or more		4	Long term > 2 years		4	R100 000.00 – R499 999,00		4	Hazards arises every week
	3	Improbable		3	Likely to be absent for more than 14 days		3	Loss of 1 week in production		3	Medium – 6 months to 12 months		3	R10 000.00 – R99 999.00		3	Hazards arises every month
	2	Less than even a chance		2	Medical recovery within 14 days		2	Loss of 1 day in production		2	Short term 1 day to six (6) months		2	R1 000.00 – R9 999.00		2	Hazards arises every year
	1	Highly improbable		1	First aid only		1	Loss of half day in production		1	Insignificant effect		1	R0 – R999.00		1	Hazards arises every five (5) years
	0	Not probable		0	Near misses		0	No loss of time but		0	No aspect or impact		0	No cost involved		0	No hazards exists

BASELINE RISK ASSESSMENT MAINTENANCE WORKS AND SUPPLY OF SPECIALISED TRANSFORMER

								production affected by shock of employees											
										PRIORITY OF ACTION					ACTION TO BE TAKEN				
										RISK VALUE	A	75 – 100%	Immediate	Training, Safe Work Practice, Method Statements & detailed action plans					
											B	60 – 74%	Within 1 week	Training, Safe Work Practice, Method Statements & detailed action plans					
											C	45 – 59%	Within 1 month	Training, Safe Work Practice, Method Statements & detailed action plans and registers					
											D	30 – 44%	Within 6 months	Training and Safe Operating Procedures					
											E	15 – 29%	Within 12 months	Training					
											F	0 – 14%	As reasonable	Training					
Ref No.	Sequence of Activity in Action	Hazards (Safety, Health and environment)	Risk rating E (L + C)				Control Measure	Control Effectiveness Rating											
			Exposure (E)	Likelihood (L)	Consequence (C)	Risk Rating		Control Type	Control effectiveness rating										
1.	Site Establishment	<ul style="list-style-type: none"> Damage to Construction equipment, Vehicles, heavy lifting equipment etc. Damage to existing electrical or Telecommunication lines. Damage to property of client or private properties. 	2	3	4	14	<ul style="list-style-type: none"> The principal contractor will be required to develop and submit prior to commencement of work a risk assessment, health and safety plan, the method statements and all relevant supporting documentation to ensure that all overall activities are properly planned. When using lifting equipment and cranes to assist with site establishment or construction work, ensure that all relevant risk assessments and method statements are conducted & employees are briefed on the risks involved. Use competent employees to fulfil functions during the activities. 	Administrative	Satisfactory										

BASELINE RISK ASSESSMENT MAINTENANCE WORKS AND SUPPLY OF SPECIALISED TRANSFORMER

		<ul style="list-style-type: none"> 					<ul style="list-style-type: none"> Ensure that sites are suitably and sufficiently fenced off and provided with controlled access points to prevent the entry of unauthorized persons. The principal contractor must provide a detailed site establishment methodology prior commencement of activities. 		
2.	Location, exposure, and protection of known and unknown existing underground services	<ul style="list-style-type: none"> Possible damage to existing property e.g. electrical supply or water line which could lead to disruption of municipal services. Electrocution of contractor personnel through the direct contact with underground/overhead powerlines which may lead to injury or, in the worst case, fatality. 	3	3	4	21	<ul style="list-style-type: none"> The principal contractor must obtain the relevant details and drawings depicting existing services of all kinds from the Competent Authorities, prior to commencement of activities. Relevant risk assessments and safe working procedures or must be developed and implemented accordingly. Existing services are to be located, identified, and subsequently safeguarded. Competent supervision and adequate pre-task training and induction required prior to activities. Excavations opened overnight when excavated underground power cables to be barricaded, fenced with a fence that is at least 1m in height or close immediately done carrying out of activities. 	Administrative	Satisfactory
3.	Site access and drivers on site.	<ul style="list-style-type: none"> Possible collision of construction vehicles and/or mobile plants with site personnel, property, or 	2	3	4	14	<ul style="list-style-type: none"> A clear demarcation, and separation of working spaces or areas between the Principal Contractor and members of the public or residents must be established. Traffic accommodation and signage to be installed before any construction work may commence. 	Engineering, Administrative & PPE	Satisfactory

BASELINE RISK ASSESSMENT MAINTENANCE WORKS AND SUPPLY OF SPECIALISED TRANSFORMER

		<p>members of the public while operating at work areas.</p> <ul style="list-style-type: none"> Unroadworthy vehicles/plants, drunk drivers, poor road, and weather conditions causing collisions leading to personnel injuries and fatality. 					<ul style="list-style-type: none"> Traffic movement to be observed and manually controlled where necessary. All visitors must be warned of the current heavy construction traffic at the entrance/exit point of the site. All vehicles and mobile plants are to be checked for roadworthiness and safety before they are allowed onsite. All construction vehicle drivers and operators are to be tested for alcohol on a regular basis. All site personnel must be issued and always wear reflective vests while on site for visibility 		
4.	Switch off appropriate circuit breaker.	<ul style="list-style-type: none"> Electrocution and fire due to inexperience. Fire generated by sparks due to contact of frayed electrical cables Inadequate interlock system procedure 	4	2	3	20	<ul style="list-style-type: none"> Handling of a heavy current need experience and trade test certificate that authorising the electrician to handle the power. Updated fire extinguishers and appoint the basic fire fighter in writing and must ensure to share fire grills with every employee construction site. Method of statement must be submitted that includes interlock system and the register must be handled by appointed personnel who will be responsible for circuit breaker key. 	Administrative, the use of PPE and Engineering control	Good
	Disconnect of old earth leakage and connect the new item,	Electrocution and fire due to incorrect connection	3	5	4	27	Introduce digital electrical tester to check the electrical cables are connected properly, before switching on the earth leakage.	Engineering control	Satisfactory
5.	Electricity	Electrical shock due to contact with live electrical wire	3	5	3	24	<ul style="list-style-type: none"> Develop detailed method statement and ensure that it is implemented. 	Combination of Administrative process and PPE	Satisfactory

BASELINE RISK ASSESSMENT MAINTENANCE WORKS AND SUPPLY OF SPECIALISED TRANSFORMER

							<ul style="list-style-type: none"> Exclusion zones to be created with rigid barriers and warning signs. No machine to be operated in an area where any part of machine or equipment can contact electrical wire. All persons to be provided with training in the hazards associated with live electrical wire. Provide employees with relevant PPE 		
	Electricity	Electrical shock or electrocution due to the use of unsafe electrical equipment (including generators)	3	5	3	24	<ul style="list-style-type: none"> Electrical equipment to be inspected by an authorised operator or inspector on a daily basis prior to use. Details of these inspections to be recorded in a register which will be kept on site at all times. 	Administrative	Satisfactory
	Electricity	Electrical shock or electrocution due to contact with live overhead power lines	3	5	3	24	<ul style="list-style-type: none"> Electrical artisans need to be mindful of existing electrical wires. Before any equipment is used on a work site, an assessment should be carried out and reports of such assessments kept in the Contractor's SHE file. 	Administrative	Satisfactory
6.	Ladder: to gain access to elevated positions.	Falling from the ladder leading to injuries	3	3	3	18	<ul style="list-style-type: none"> Must be inspected by a competent person. Principal contractor to appoint such a competent person in writing and must ensure that no worker uses a scaffolding that is not approved for use by a competent person. Provide personal protective equipment 	Administrative	Good
7.	Erecting working platforms	Poor manual handling leading to sprains, strains and fractures.	4	3	5	32	<ul style="list-style-type: none"> The principal contractor must appoint in writing a temporary works designer who will design, inspect and approve the erected temporary works on site before use. Temporary works must be carried out under the supervision of a competent person appointed in writing as a temporary works supervisor. Train employees on good lifting techniques. Providing suitable working platforms for working conditions. 	Administrative	Good

BASELINE RISK ASSESSMENT MAINTENANCE WORKS AND SUPPLY OF SPECIALISED TRANSFORMER

8.	Drilling and grinding	Flying particles that can cause asthma	4	3	5	32	Machine guard to be fitted and ensure that the machine is working properly. Inspection and pre checks to be conducted before using any driven machine. Employees to be issued with relevant PPE.	Engineering and administrative	Satisfactory
9.	Improper stacking and storage	Material falls due to improper stacking causing injuries to persons.	3	4	4	24	<ul style="list-style-type: none"> Stacking should be supervised by competent person. Best stacking practices should be applied. Training for those responsible for discharging this duty should be provided. No stormwater pipes or any other construction material may be stacked blocking the residents' gates or against residents' fences. 	Administrative	Good
10.	Loading and offloading	Loading and offloading of equipment by hand causing back injuries (Transformer)	3	3	6	27	<ul style="list-style-type: none"> Train employees on safe lifting techniques, reduce the weight of items to be lifted and use the mechanical to lift heavy items such as Transformers and other heavy electrical Equipment. 	Administrative	satisfactory
11.	Portable Electrical Equipment	Noise will be generated by portable electrical equipment which will lead to noise induced hearing loss	2	2	3	10	<ul style="list-style-type: none"> Principal Contractor to provide PPE (Ear Protection). Workers should be rotated to reduce exposure. Noise must be measured and if found to be more than 85 decibels, the contractor must provide means to mitigate the impact. 	Administrative	Satisfactory
	Hand Tools Equipment	Cuts due to improper provided tool.	3	3	2	18	<ul style="list-style-type: none"> All hand tools to be inspected before any commence of work and the hand tool checklist to be conducted. 	Administrative	Satisfactory
12.	Removal of old services	Unsafe removal of old services leading to electrocution,	4	5	4	36	<ul style="list-style-type: none"> The Principal Contractor must ensure that the removal of old services is included in the health and safety plan. A detailed method statement must be submitted for review and approval before any work can be carried out. 	Administrative	Good

BASELINE RISK ASSESSMENT MAINTENANCE WORKS AND SUPPLY OF SPECIALISED TRANSFORMER

							Such plans must be shared with the employees once approved.		
							<ul style="list-style-type: none"> Employees must be provided with the relevant PPE such as gloves and goggles. 		
13.	Mistakes in operation by employees and operators	Lack of training leads to mistakes, use of equipment incorrectly	4	5	4	36	<ul style="list-style-type: none"> All employees on site to be properly inducted. Competent supervision to be provided on site. 	Administrative	Good
14.	Housekeeping	Housekeeping not being maintained daily. Generated waste, not removed from site at reasonably appropriate intervals. Construction areas near occupied offices not sufficiently hoarded.	4	3	4	28	<ul style="list-style-type: none"> Housekeeping to be maintained daily. Hoarding must be maintained daily and must be kept up to standard. 	Administrative	Good
15.	Working at elevated position / heights	Falling objects Employees working at heights not having necessary competency to work at heights.	4	5	5	40	<ul style="list-style-type: none"> Tools to be secured while working at heights to prevent falling from heights. Adequate training and awareness to be provided to employees on working in elevated/fall position. 	Engineering and administration	Good

BASELINE RISK ASSESSMENT MAINTENANCE WORKS AND SUPPLY OF SPECIALISED TRANSFORMER

16.	Fall protection	<p>Employees not working according to approved fall protection plan.</p> <p>Employees not trained on fall protection plan</p> <p>Lack of supervision to ensure that workers are implementing the approved fall protection plan.</p>	4	5	5	40	<ul style="list-style-type: none"> • Fall Protection plan to be communicated among all employees by means of induction training and toolbox talks • Employees to have the necessary competency in order to qualify to work at heights. • Fall protection plan to be updated throughout the project life span. • Fall protection plan to address all site-specific conditions. 	Engineering and administration	Good
17.	Oil and attributed tools and equipment.	<p>Oil, diesel, petrol and grease spillage</p> <p>Oil/ grease being flushed down drains</p>	3	4	3	21	<ul style="list-style-type: none"> • All cleaning and servicing of plant and equipment to be conducted in a controlled manner and working area. • No oil or grease to be disposed of down drains or into the stormwater systems. • Empty oil/ grease containers to be removed from site and disposed of as per regulations on disposal of hazardous chemical waste. 	Administrative	Good

1. A risk level is attributed to each circumstance in the following manner

- Low Risk = 1 – 15
- Medium Risk = 16 – 30
- High Risk = 31 – 50

2. Risk Ranking calculation

2.1 Consequence

- Medical Treatment only or less (minor injury) = 2
- Average Lost Time Injury = 4
- Major Injury = 6
- Fatality or Permanent disabling injury = 8

2.2 Probability

- Not likely to occur in our lifetime = A
- Could occur = B
- Has happened = C
- Common Occurrence = D

2.3 Calculation of Risk

- Consequence = probability x frequency

3. Evaluation of results

Activities listed in the high-risk zones must be seen as tasks requiring immediate attention. Administration will in most instances solve some of the problems satisfactory, administration would involve training and awareness programmes to educate employees about the hazards and risks associated with their tasks.

An implementation plan must be devised to address the outstanding issues which may need engineering solution or PPE if all attempts fail. The action plan must be cognisance of the specific hazards that need to be eliminated.

4. Assessment Team

The following professionals were involved in the design of this baseline risk assessment for the Implementation of maintenance works and supply of specialised transformer.

Eric Nqampi – Pr. CHSA
Dunyiswa Nosana: Pr. CHSO
Siwapiwe Bekebu: Pr. CHSO
Sicelo Khuzwayo: Pr. CHSO

5. Task Specific Risk Assessment

Should the baseline risk assessment indicate tasks in high-risk zone, a specific task risk assessment must be conducted. The assessment will then target the specific tasks and hazards attached to the identified activity.

6. Required and Existing Control Measures

- Safe Work Procedures
- Training
- Medical Examination
- Supervision
- Risk assessment
- Mitigation measures
- Consequence management



Project Health and Safety Specification
 In terms of OHS ACT 85 Of 1993 & and Construction
 Regulations 2014

Project Name: Transformer Maintenance

For: George Municipality – Electrotechnical Engineering Services

Project Directory

Project Client

Name: George Municipality- Electrotechnical Services
 Brick Road
 George Industria
 George
 6536

Contact Details:
 (T) 044 874 3917

OHS

Name: EQProject Managers and Safety Solutions
 Office Number 8
 94 York Street
 George
 6530

Contact Details:
 (T) 044 873 0752
 (E) eqpmss@gmail.com
admin@ericqampiprojects.co.za

Project Details

Provisional Start Date:	TBC
Provisional Completion Date:	TBC
Proposed Contract Duration:	TBC
Proposed Project Value:	TBC
Notification of Construction Work:	Yes
Required Safety Personnel:	SACPCMP Registered CHSO
Prepared by:	Eric Nqampi
Date Prepared:	08 January 2025

1. PURPOSE

The purpose of this document is to provide health and safety information pertaining to the specific project risks known by the Client, Designer and Client Agent. These risks are applicable to this project and may not necessarily be common knowledge to the Contractor. The information encapsulated in this document serves to align the Principal Contractor towards the achievement of the required compliance to the OHS Act (Act 85 of 1993), the Construction Regulations of 2014 and all the other relevant legislative mandates, regulations and attributed Norms and Standards revolving around the scope of works delineated for the nature of this project.

The Principal Contractor must take this information into account and ensure that their tenders include adequate resources to deal with the matters detailed in this document. Compliance must be ensured by the Principal Contractor and appointed Contractors to all relevant legislation. Safeguarding of employees, sub-contractors and other persons affected by the construction activities must be ensured.

1.1 Reference should be made to the following documentation in conjunction with this safety specification (including existing surveys, drawings, and reports):

- (a) Engineers Drawings
- (b) Designers Input
- (c) Tender Documents
- (d) Legal mandates and relevant Municipal By-Laws

References used for the drafting of this specification.

OHS Act (ACT 85 of 1993) – Occupational Health and Safety act 85 of 1993 and all regulations promulgated under this act, special reference to Construction Regulations 2014

NEMA (ACT 107 OF 1998) – National Environmental Management Act 107 of 1998 and relevant specific environmental management acts promulgated under this act, special reference to NEM: WA (Act 59 of 2008).

NEM: WA (Act 59 of 2008) – National Environmental Management: Waste Act 59 of 2008 and regulations promulgated under this act, with reference to the National Waste Management Strategy, the Waste Classification Regulations and supporting Norms and Standards.

Electrical Regulations – Under department of Minerals and Energy

The Waste Classification and Management Regulations, 2013, published as Government Notice No. R. 634 of 23 August 2013

The National Norms and Standards for the Assessment of Waste for Landfill Disposal, published as Government Notice No. R. 635 of 23 August 2013.

Electrical Regulations – Under department of Minerals and Energy

COIDA Act - Compensation for Occupational Injuries and Diseases Act

Due to potentially dangerous operations being undertaken in construction, there is a possibility of incidents and accident which may lead to injuries or fatalities. In many instances non-compliances to the Occupational Health and Safety Act (OHS Act) have resulted in severe consequences for the parties involved. The Project Client is determined to ensure the highest health and safety standards throughout the Contract.

To ensure this The Project Client / Client Agent has prepared and published this document. This document should be used as a guideline for minimum levels of awareness and guidance for health and safety requirements for this Contract. The responsibility for adhering to these requirements rests with the Contractors.

Every Employer will provide and maintain, as far as reasonably practicable, a set working environment that is safe and without risk to the health of his employees. OHS Act 8 (1) Compliance with the OHS Act and Regulations will not be limited to this specification and the definitions contained in this document.

Tenderers are expected to be conversant with the requirements and effect of health and safety legislation, in particular the Construction Regulations, 2014, and the Occupational Health and Safety Act, 85 of 1993. Provision must be made in the tender submission to comply with all legal requirements.

The Contractor's personnel will be responsible implementation all necessary legislative requirements. Document control and record systems associated with the legislation must be kept by the Contractor.

This document should be used to assist them Contractor towards achieving compliance with the OHS Act.

The Specification will be implemented during construction of the works Project Client / Client Agent has control over.

2. CLIENT STATEMENT OF COMMITMENT TO OCCUPATIONAL HEALTH AND SAFETY MANAGEMENT.

George Municipality (The Client) is committed to ensure that compliance to all the relevant legislation regarding Occupational Health and Safety is maintained and no accident occurs.

- i. This document must be used as a means of measuring performance of all parties entering a contract with the project Client or Contractor in Occupational Health and Safety Standards.
- ii. The Project Client does not accept any liability which may result from the Contractor failing to comply with the Document; the Contractor remains responsible for achieving the required performance levels.
- iii. This document forms part of the Contract, and Contractors are required to make it part of their Contracts with Sub-Contractors and Suppliers.

The successful Contractor will ensure that a Site-Specific Health and Safety Plan complying with all the relevant legal requirements, and the directives encapsulated in this document is compiled and approved by the Client/Client Agent before commencement of Construction.

2.1 PROJECT DETAILS

Description of Work: Maintenance and refurbishment of existing transformers in various locations within the George Municipality jurisdiction.

Contract No: TBC

2.2 EXISTING ENVIRONMENT

Construction activities will be conducted on various locations within the George Municipality jurisdiction.

2.3 BASELINE RISK ASSESSMENT

Significant Risks and Hazards identified by the Client/Designer/Client Agent.

The following potential sources of risk to the health and safety of persons on site have been identified, as per the risk assessment which accompanies this health and safety specification, and must, as a minimum, be appropriately addressed by the Principal Contractor's health and safety plan. In addition, the Principal Contractor must perform its own activity risk assessments to enable it to take precautions to protect the health and safety of persons on site, to comply with the Principal Contractor's obligations under the Act and all Regulations made thereunder, including the Constructions Regulations.

All such precautionary measures and procedures must be included in the Principal Contractor's health and safety plan, which must be submitted to the Clients health and safety agent for review and approval and where applicable should include:

- Noise.
- Dust management.
- Formwork and support work.
- Construction vehicles and mobile equipment.
- Electrical tools and electrical machinery.
- Housekeeping.
- Stacking and storage.
- Fire risks and fire prevention.
- Portable electrical equipment.
- Drug and alcohol use.
- Fall protection.
- Use of ladders and material.
- Working in elevated position/ at height.
- Materials hoist
- Excavations.
- Water hazards

- Site establishment.
- Concrete work.
- Installation of hoarding.

The risk assessment to be included in the health and safety plan must clearly indicate:

- The methodology used to implement the risk assessments.
- A distinct breakdown of processes and activities covered therein.
- Subsequent hazards identified.
- Risk calculations considering consequence, frequency, and likelihood.
- A competent Risk assessor must be appointed by the Principal Contractor to oversee the holistic implementation of risk assessments.

NOTE:

Please refer to end of Safety Specification for minimum control measures required to address these risks.

The following materials and substances have, or may have, to be used in the works or is present and are identified as potentially posing special health and / or safety hazards during the project. Appropriate measures will need to be specified for their control:

- Cement.
- Diesel.
- Petrol.

The following Project Client safety rules and/or requirements are to be observed:

Safety Rules

COVID-19	Wash hands with soap and water or sanitize regularly, maintain social distancing of 1.5 meters at all times
MANUAL LIFTING	Keep your back straight, Bend the knees, don't reach and lift, Get help for heavy loads.
FALLS & FALLING OBJECTS	Look before you step, keep all walk areas clean, stay out from under loads, don't use unsafe ladders
WORKING WITH ELECTRICITY	Avoid contact with energized electrical circuits, always use insulated tools, always use appropriate insulated rubber gloves and goggles, follow lock out and tag out procedure requirements never work on energized systems
UNSAFE USE OF TOOLS	Inspect regularly, report all defects at once, use the right tool safely, Put it away safely
PROTECTIVE EQUIPMENT	Ensure you use the correct PPE for the job at hand
HOUSEKEEPING	A clean job is a safe job, use waste bins, Pile materials safe and neat, Remove hazardous debris

TEAMWORK	Plan all work with safety - Protect fellow workers
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The required safety notices and signs must be displayed at the construction area indicating PPE and safety requirements, members of the public and municipal personnel must be warned regarding construction activities that will take place in the area. Clear notices indicating “DANGER CONSTRUCTION AREA” and “DANGER DO NOT ENTER” must be displayed at work areas.

Contractor must also provide the necessary training and precautionary measures when moving construction equipment, machinery and materials on national roads and through residential area to the construction site so as to ensure the safety of members of the public and road users. Stop and goes will be implemented to control the traffic flow and any heavy construction vehicle will be escorted by a flag personnel when leaving or doing its turns on public road.

The Contractor must ensure compliance to Section 9 of the OHS Act 85 of 1993.

LABOUR RECORDS

At the end of each week the contractor will provide a written record, in schedule form reflecting the number and description of tradesmen and labourers employed by him and all his sub-contractors on the works each day. The record must also indicate total amount of people on site as well as total hours worked for the week.

GENERAL PROJECT INFORMATION

The purpose of this section is to provide general health and safety information about construction risks which are applicable to the construction industry. The Contractor must take all information in this section into account and ensure that their tenders include adequate resources to deal with the matters detailed below. All relevant risks must be dealt with in compliance with legislation.

3. STANDARD OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

3.1. SCOPE

1. This Section covers the requirements for eliminating and mitigating incidents and within the Contract. The scope addresses minimum legal compliance, hazard and risk management, promotion of a health and safety culture amongst all parties involved in the project and those affected by the activities taking place.
2. Contractors employed by The Project Client / Project Agent must ensure that the provisions of the specifications are applied both on the site and all off site activities relating to this project.
3. The Contractor must enforce the provisions of these Specifications amongst all subcontractors and suppliers for the project.

3.2. INTERPRETATION

3.2.1 APPLICATION

The Occupational Health and Safety Specification contains clauses that are applicable to building / construction and impose pro-active controls associated with activities that impact on human health and safety as it relates to plant and machinery. Compliance to the requirements of the Act is in addition to the requirements of the Occupational Health and Safety Specification and form part of the Contractor's responsibility. The Client / Client Agent will monitor that the Contractors compliance with the requirements of the OHS Act.

3.2.2 DEFINITIONS

For the purpose of this Occupational Health and Safety Specification following the definitions, hereunder will apply:

"agent" means a competent person who acts as a representative for a Client.

Construction Work (as defined in the Construction Regulations, 2014) means any work in connection with—

- a) the construction, erection, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure; or
- b) the construction, erection, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system; or the moving of earth, clearing of and, the making of excavation, piling, or any similar civil engineering structure or type of work.

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 Qualifications Framework Act, 2000 (Act No. 67 of 2000), those qualifications and that training must be regarded as the required qualifications and training.
- (b) Is familiar with the Act and with the applicable regulations made under the Act;

"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;

"construction site" means a work place where construction work is being performed;

"construction supervisor" means a competent person responsible for supervising construction activities on a construction site;

"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;

"certificate of compliance" means

- (a) a certificate with a unique number obtainable from the chief inspector, or a person appointed by the chief inspector, in the form of Annexure 1 J and issued by a registered person in respect of an electrical installation or part of an electrical installation; or
- (b) a certificate of compliance issued under the Electrical Installation Regulations, 1992;

"client" means any person for whom construction work is being performed;

"electrical contractor"

means a person who undertakes to perform electrical installation work on behalf of any other person, but excludes an employee of such first-mentioned person;

"electrical installation"

means any machinery, in or on any premises, used for the transmission of electricity from a point of control to a point of consumption anywhere on the premises, including any article forming part of such an electrical installation irrespective of whether or not it is part of the electrical circuit, but excluding

- (a) any machinery of the supplier related to the supply of electricity on the premises;
- (b) any machinery which transmits electrical energy in communication, control circuits, television or radio circuits;
- (c) an electrical installation on a vehicle, vessel, train or aircraft; and
- (d) control circuits of 50 V or less between different parts of machinery or system components, forming a unit, that are separately installed and derived from an independent source or an isolating transformer;

"Electrical Installation Regulations, 1992" means the Electrical Installation Regulations, 1992, promulgated by Government Notice No. R. 2920 of 23 October 1992;

"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;

"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 guard-rails, screens, barricades, anchorages or similar equipment;

"fall protection plan" means a documented plan, which includes and provides for -

- a) all risks relating to working from a fall risk position, considering the nature of work undertaken;
- b) the procedures and methods to be applied in order to eliminate the risk of falling; and
- c) a rescue plan and procedures;

"fall risk" means any potential exposure to falling either from, off or into;

Hazard

Means a source of or exposure to danger which may cause injury or damage to persons or property;

Hazard identification

Means the identification and documenting of existing or expected hazards to health and safety of persons which are normally associated with the type of construction work being executed or to be executed;

"health and safety file " means a file, or other record containing the information in writing required by these Regulations;

"health and safety plan" means a site, activity or project specific documented plan in accordance with the Client's health and safety specification;

"installation work" means

- (a) the installation, extension, modification or repair of an electrical installation;
- (b) the connection of machinery at the supply terminals of such machinery;
or
- (c) the inspection, testing and verification of electrical installations for the purpose of issuing a certificate of compliance;

"master installation electrician" means a person who has been registered as a master installation electrician in terms of regulation 11 (2) for the verification and certification of the construction, testing and inspection of any electrical installation;

"medical certificate of fitness" means a certificate contemplated in regulation 7(8);

"National Building Regulations" means the National Building Regulations made under the National Building Regulations and Building Standards Act, 1977 (Act No. 103 of 1977), and promulgated by Government Notice No. R. 2378 of 30 July 1990, as amended by Government Notices No's R. 432 of 8 March 1991, R. 919 of 30 July 1999 and R. 547 of 30 May 2008;

"principal contractor" means an employer appointed by the Client to perform construction work;

"Professional Engineer or Professional Certificated Engineer" means a person holding registration as either a Professional Engineer or Professional Certificated Engineer in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000);

"registered person"

means a person registered in terms of

- (a) regulation 11; or
- (b) regulation 9 of the Electrical Installation Regulations, 1992, as an electrical tester for single phase, an installation electrician or a master installation electrician, as the case may be;

Risk

Means the probability or likelihood that a hazard can result in injury or damage.

Risk assessment

Means a program to determine any risk associated with any hazard at a construction site, in order to identify the steps needed to be taken to remove or control such hazard

"**scaffold**" means a temporary elevated platform and supporting structure used for providing access to and supporting workmen or materials or both; "shoring" means a system used to support the sides of an excavation and which is intended to prevent the cave-in or the collapse of the sides of an excavation;

"supplier"

in relation to a particular electrical installation, means any person who supplies or contracts or agrees to supply electricity to that electrical installation

Site

Means the area in the possession of the Contractor for the construction of the works. Where there is no demarcated boundary it will include all adjacent areas, which are reasonably required for the activities for the Contractor;

"**temporary works**" means any falsework, formwork, support work, scaffold, shoring or other temporary structure designed to provide support or means of access during construction work;

The Act

Means, unless the context indicates otherwise, the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and Regulations promulgated there under.

3.3 GENERAL HEALTH AND SAFETY PROVISIONS

3.3.1 NOTIFICATION OF INTENTION TO COMMENCE CONSTRUCTION WORK

A contractor who intends to carry out any construction work other than work contemplated in regulation 3(1), must at least 7 days before that work is to be carried out notify the provincial director in writing in a form similar to Annexure 2 if the intended construction work will—

- (a) include excavation work;
- (b) include working at a height where there is risk of falling;
- (c) include the demolition of a structure; or
- (d) include the use of explosives to perform construction work.

A contractor who intends to carry out construction work that involves construction of a single storey dwelling for a client who is going to reside in such dwelling upon completion, must at least 7 days before that work

3.3.2 ASSIGNMENT OF CONTRACTOR'S RESPONSIBLE PERSONS TO SUPERVISE HEALTH & SAFETY ON SITE

3.3.2.1 Construction Manager

1. A principal contractor must in writing appoint one full-time competent person as the construction manager with the duty of managing all the construction work on a single

site, including the duty of ensuring occupational health and safety compliance, and in the absence of the construction manager an alternate must be appointed by the principal contractor.

2. Where the construction manager has not appointed assistant construction managers as contemplated in Construction Regulation 8(2) or, in the opinion of an inspector, a sufficient number of such assistant construction managers have not been appointed, that inspector must direct the construction manager in writing to appoint the number of assistant construction managers indicated by the inspector, and those assistant construction managers must be regarded as having been appointed under Construction Regulation 8(2).
3. No construction manager appointed under Construction Regulation 8(1) may manage any construction work on or in any construction site other than the site in respect of which he or she has been appointed.
4. A construction manager must in writing appoint construction supervisors responsible for construction activities and ensuring occupational health and safety compliance on the construction site.

3.3.2.2 Assistant Construction Manager

A principal contractor must upon having considered the size of the project, in writing appoint one or more assistant construction managers for different sections thereof: Provided that the designation of any such person does not relieve the construction manager of any personal accountability for failing in his or her management duties in terms of this regulation.

3.3.2.3 Construction Safety Officer

1. A contractor must, after consultation with the client and having considered the size of the project, the degree of danger likely to be encountered or the accumulation of hazards or risks on the site, appoint a full-time or part-time construction health and safety officer in writing to assist in the control of all health and safety related aspects on the site: Provided that, where the question arises as to whether a construction health and safety officer is necessary, the decision of an inspector is decisive.
2. No contractor may appoint a construction health and safety officer to assist in the control of health and safety related aspects on the site unless he or she is reasonably satisfied that the construction health and safety officer that he or she intends to appoint is registered with a statutory body approved by the Chief Inspector and has necessary competencies and resources to assist the contractor.

3.3.2.4 Construction Supervisor

1. A contractor must, upon having considered the size of the project, in writing appoint one or more competent employees for different sections thereof to assist the construction supervisor contemplated in Construction Regulation 8(7) and every such employee has, to the extent clearly defined by the contractor in the letter of appointment, the same duties as the construction supervisor: Provided that the designation of any such employee does not relieve the construction supervisor of

any personal accountability for failing in his or her supervisory duties in terms of this regulation.

2. Where the contractor has not appointed an employee as contemplated in Construction Regulation 8(8), or, in the opinion of an inspector, a sufficient number of such employees have not been appointed, that inspector must instruct the employer to appoint the number of employees indicated by the inspector, and those employees must be regarded as having been appointed under Construction Regulation 8(8).
3. No construction supervisor appointed under Construction Regulation 8(7) may supervise any construction work on or in any construction site other than the site in respect of which he or she has been appointed: Provided that if a sufficient number of competent employees have been appropriately designated under Construction Regulation 8(7) on all the relevant construction sites, the appointed construction supervisor may supervise more than one site.

The Contractor will submit proof of supervisory appointments and any relevant appointments in writing (as stipulated by the OHS Act), prior to commencement of work.

3.3.3 COMPETENCY FOR CONTRACTOR'S RESPONSIBLE PERSONS

The Contractor's responsible persons will be competent in health and safety and will have undergone Health and Safety Management Courses.

Typical courses will include, HIRA, Legal liability, Incident Investigation, Construction regulations 2014 and OHS Act training. Proof must also be provided that the relevant appointed responsible person has experience related to the work that will be conducted

3.3.4 COMPENSATION OF OCCUPATIONAL INJURIES AND DISEASES ACT 130 OF 1993 (COIDACT)

The Contractor will submit a letter of good standing with the Compensation Insurer to The Project Client / Client Agent, within 10 working days from receipt of the Letter of Acceptance from The Project Client / Client Agent prior to commencing work on site.

3.3.5 OCCUPATIONAL HEALTH AND SAFETY POLICY

1. The Contractor shall have a HSE Policy (or policies) in line with the OHS Act 85 of 1993 section 7 requirements, the policy shall be duly signed by an authorised signatory. The policy must address commitments relating to the protection of the Health and Safety of Contractor's personnel and others, as well as the protection of the environment, in and about the execution of the works.
2. Copies of the contractors HSE Policy shall be provided as and when contractors are appointed.
3. The Contractor shall prominently display a copy of the policy in the workplace where his employees normally report for service.

3.3.6 HEALTH AND SAFETY ORGANOGRAM

The Contractor will submit an organogram to the Client/ Client Agent, outlining the Health and Safety site team appointments as required by the OHS Act. The organogram must include the legal reference under which each person is appointed as well as the persons contact details (Cell phone number and e-mail address).

3.3.7 RISK ASSESSMENT FOR CONSTRUCTION WORK

1. A contractor must, before the commencement of any construction work and during such construction work, have risk assessments performed by a competent person appointed in writing, which risk assessments form part of the health and safety plan to be applied on the site, and must include—
 - (a) the identification of the risks and hazards to which persons may be exposed to;
 - (b) an analysis and evaluation of the risks and hazards identified based on a documented method;
 - (c) a documented plan and applicable safe work procedures to mitigate, reduce or control the risks and hazards that have been identified; (d) a monitoring plan; and (e) a review plan.
2. A contractor must ensure that as far as is reasonably practicable, ergonomic related hazards are analyzed, evaluated, and addressed in a risk assessment.
3. A contractor must ensure that all employees under his or her control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures and or control measures before any work commences, and thereafter at the times determined in the risk assessment monitoring and review plan of the relevant site.
4. A principal contractor must ensure that all contractors are informed regarding any hazard that is stipulated in the risk assessment before any work commences, and thereafter at the times that may be determined in the risk assessment monitoring and review plan of the relevant site.
5. A contractor must consult with the health and safety committee or, if no health and safety committee exists, with a representative trade union or representative group of employees, on the monitoring and review of the risk assessments of the relevant site.
6. A contractor must ensure that copies of the risk assessments of the relevant site are available on site for inspection by an inspector, the client, the client's agent, any contractor, any employee, a representative trade union, a health and safety representative or any member of the health and safety committee.
7. A contractor must review the relevant risk assessment—
 - (a) where changes are effected to the design and or construction that result in a change to the risk profile; or
 - (b) when an incident has occurred.

Ergonomics must be addressed in the risk assessment – Refer to ERGONOMICS REGULATIONS, 2019

Issue Based Risk Assessment

As circumstances and needs arise, separate risk assessment will need to be conducted. An additional risk assessment will need to be conducted when for example:

- (a) A new operation introduced onto site
- (b) A system for work is changed
- (c) After an accident or a 'near miss' has occurred

Continuous Risk Assessment

1. This should take place continually, as it forms an integral part of day-to-day management.
2. It should be conducted by frontline supervisors on a **DSTI (Daily Safe task instruction)** on site and it is essential that formal training is provided to enable the said personnel to be efficient in conducting said assessment. The Contractor must ensure that the Risk Assessment identifies the hazards present in work activities on site. This must be followed by an evaluation of the risks involved taking into account those precautions already being taken.

3.3.8 HEALTH AND SAFETY REPRESENTATIVE(S)

The Contractor will ensure that a Health and Safety Representative(s) are /is elected for every 20 employees on site and trained to carry out his / her functions. The appointment must be in writing. The Health and Safety Representative will carry out regular inspection, keep records and report to the supervisor to take appropriate action. He / She will attend Health and Safety Committee Meetings. The Health and Safety Representative will be part of the team that will investigate incidents, accidents & non-conformances.

3.3.9 INDUCTIONS & TRAINING

1. The Contractor will ensure that all employees under his / her control have gone through and internal health and safety induction **before being allowed to perform any task on site**, a copy of the induction material must also be available as proof of topics discussed during induction. The Contractor will keep a copy of the attendance register of all his / her employees who attended the induction. The contractor must ensure that as new employees are brought to site during the project they must also undergo inductions before being able to perform any task on site.
2. Employees are responsible for their own Health and Safety and that of their co-workers within their work area. They shall be made aware of their responsibilities during induction and awareness sessions which include:
 - Familiarising themselves with their workplaces and Health and Safety procedures;
 - Working in a manner that does not endanger them or cause harm to others;

- Keeping their work area tidy;
 - Reporting all incidents / accidents / occupational ill-health and near misses;
 - Protecting fellow workers from injury;
 - Reporting unsafe acts and unsafe conditions; • Reporting any situation that may become dangerous;
 - Carrying out lawful orders and obeying HSE rules.
3. The Contractor shall ensure that all Contractors' personnel are adequately trained in the type of work / tasks to be performed. This training shall extend to include relevant procedures, Hazard Identification and Risk Assessment. Contractor's personnel shall have the appropriate qualifications and shall work under competent supervision. Copies of records of appropriate training and qualifications for all employees shall be kept and maintained.

3.3.10 MEDICAL CERTIFICATES OF FITNESS

A contractor must ensure that all his or her employees have a valid medical certificate of fitness specific to the construction work to be performed and issued by an occupational health practitioner in the form of Annexure 3 of Construction Regulation 2014. This medical certificate must specifically state that the person is fit for duty and must also highlight any medical restrictions identified. **The contractor must keep a detailed register in his safety file for all employees with restrictions and document how the restrictions are being managed.**

3.3.11 AWARENESS

The Contractor will conduct, toolbox talks twice weekly and before any hazardous work takes place. The talks will cover the relevant, daily, activity and an attendance register must be kept and signed by all attendees. A record of the content of the topic will be kept on the site health a safety file.

3.3.12 COMPETENCY

1. After the Contractor has identified the training to be conducted, based on the Hazard Identification Risk Assessment (HIRA); he / she will send the relevant persons on appropriate courses and keep certificates of training for reference.
2. The Contractor shall keep a record of all employees including the Subcontractor's employees, indicating their date of induction, relevant skills and licenses, and be able to produce this list at the request of the Client/Client Agent.

3.3.13 GENERAL RECORD KEEPING

The contractor will keep and maintain Health and Safety records to demonstrate compliance with the Occupational Health and Safety Specification and the Act. The contractor will ensure that all records of incidents, spot fines, training etc. are kept on site. All documents will be available for inspection by The Project Client / Client Agent or Inspectors.

3.3.14 GENERAL INSPECTION, MONITORING AND REPORTING

The Contractor will carry out daily inspections and investigate all incidents and report to The Project Client / Client Agent. The contractor will be required to keep records of all inspections and investigations which were undertaken and any other inspections and investigations by person's authorised to do so.

3.3.15 INTERNAL AUDITS

The contractor's responsible Safety Officer will conduct monthly Health and Safety Audits to ensure compliance with the OHS Act 85 of 193 requirements and Occupational Health and Safety Specification and communicate the findings to the Client Agent monthly. Records of audits must be kept, and non-conformance reported, investigated and corrective action must be taken to prevent re-occurrence.

3.3.16 EXTERNAL AUDITS

1. The Project Client / Client Agent will conduct health and safety audits to ensure compliance with the Occupational Health and Safety Specification and any relevant Health & Safety Legislation. All documentation held by the Contractor will be available for inspection.
2. Audits and Inspections may be conducted on an ad-hoc basis without informing the Contractor.
3. Any findings observed during these audits will be placed on an audit action plan that will show the deviation, the reason for the deviation occurring, the proposed actions that will be taken to correct the deviation, responsible person's name, proposed close-out date, actual closed out date and a signature of the contractor's responsible person confirming the close out.

3.3.17 EMERGENCY PROCEDURES

1. The Contractor will submit a detailed Emergency Procedure for approval by The Project Client / Client Agent prior to commencement on site. The procedure will detail the response plan including the following key personnel:
 - (a) List of key personnel,
 - (b) Details of emergency services,
 - (c) Actions or steps to be taken in the event of the emergency; and
 - (d) Information on hazardous materials / situations, including each material's hazardous potential impact or risk on the environment or human and measures to be taken in the event of an accident.
2. Emergency procedures will include, but will not be limited to, COVID-19, fire, spills, accidents to employees, use of hazardous substances, electrical shock or contact, etc. The Contractor will advise The Project Client / Client Agent in writing of any on site emergencies, together with a record of action taken, within 24 hours of the

emergency occurring. A contact list of all service providers (Fire Department, Ambulance, Police, Medical and Hospital, etc.) must be maintained and available to site personnel.

3.3.18 FIRST AID BOX AND FIRST AID EQUIPMENT

The Contractor will appoint in writing a First Aider(s). The appointed First Aider(s) are to be sent for accredited first aid training before starting on site, or must be in possession of a valid certificate, of which copies are to be kept on site. The Contractors will provide, on site, First Aid Boxes, adequately always stocked, and ensure that the First Aid Box is accessible and fully controlled by a qualified First Aider. In addition, the location of these boxes must be indicated by means of Health and Safety Signage. A picture with the name and contact number of the First Aider on duty must be on displayed in all relevant areas.

3.3.19 ACCIDENT / INCIDENT REPORTING AND INVESTIGATION

1. The Contractor will in addition to the prescribed requirements of the OHS Act investigate, record and report all reportable incidents. The investigations will be conducted by a qualified person or persons who have sufficient knowledge to carry out an investigation. In the case of a serious injury, meaning one in which a loss of man-hours are experienced exceeding 7 days, an independent investigator must be appointed by the Contractor. All incidents on site must be reported to the Client Agent within 1 hour of occurrence by means of a telephone call or SMS.
2. The Contractor shall investigate all incidents immediately and supply to the Client/Clients Agent a written report within 3 days, which shall include:
 - Date, time and place of incident;
 - Description of incident;
 - Root causes of incident/accident;
 - Type of injury and/or (if any);
 - Medical treatment provided (if any);
 - Persons involved;
 - Loss or damage sustained (if any);
 - Names and contact details of witness/s;

3.3.20 HAZARDS AND POTENTIAL SITUATIONS COMMUNICATION

The Contractor will immediately notify other Contractors or Sub-contractors of any hazardous or potentially hazardous situations, which may arise during performance of the activities.

3.3.21 PERSONAL PROTECTIVE EQUIPMENT (PPE) and CLOTHING

1. The In terms of Section 8 of the OH&S Act, the duty of the Contractor is to take steps to eliminate or mitigate (hierarchy of control measures) any hazard or potential hazard to the safety or health of employees before resorting to PPE
2. The Contractor's personnel and Contractor's visitors shall use risk-based PPE, approved by SANS or the relevant internationally recognised authority, at all times, as a minimum.
3. The relevant standard of PPE shall be recorded on the appropriate method statement or assessment to allow workers to ensure that they have been provided with the correct type of PPE.
4. Additional PPE shall be identified from task risk assessments for specific areas where access is permitted.
5. Symbolic signs in terms of SANS 1186 indicating the type and use of PPE shall be placed at all entry points to the Contractor's yard and areas of the works under its control.
6. The Contractor will clearly outline procedures to be taken when PPE or clothing is:
 - (a) Lost or Stolen
 - (b) Worn Out or Damaged
 - (c) When and where it must be worn or used

3.3.22 OCCUPATIONAL HEALTH AND SAFETY SIGNAGE

1. The Contractor will provide adequate on site OHS signage complying with **SANS1186 requirements**. OHS signage will include, but will not be limited to, Construction area, Hard Hat / Helmet Area; Safety Goggles, Safety Shoes to be worn on site; Dust Masks to be worn in areas where there might be exposure to excessive dust; Ear Plugs / Muffs to be worn where there might be exposure over 85 dBa; Gloves; Safety Goggles; Safety Harness, etc. The Contractor will be responsible to maintain the quality and replacement of signage. Type of signage needed will be determined by the existing hazards and risks on site.
2. The contractor will also be required to display all relevant COVID-19 Instructive and informative posters at the offices and works areas.

3.3.23 CONSOLIDATED HEALTH AND SAFETY FILE

The Contractor will in accordance with Construction Regulation 7(1)e, hand a consolidated health and safety file to the client on completion of construction work, this must include records of drawings, designs, entry/exit medicals, incident investigations, non-conformances raised or received, risk assessments as well as significant information regarding the construction of the completed structure.

3.3.24 PERMITS

1. The Contractor will issue a permit for all hazardous or dangerous activities to be carried out during construction. The following is a list of hazardous activities which need a permit:
 - (a) Working in Confined Space;
 - (b) Use of a Hazardous Chemical Substance, e.g., Asbestos, Lead.
 - (c) Use of Explosives and Blasting; and
 - (d) Piling.

2. Wayleave application must be done at George Municipality Electrotechnical Department for all work that will be conducted inside the Substation area. There must be a wayleave specifically for each area of work

3.3.25 CONTRACTORS

The Principal Contractor will ensure that all contractors under his / her control are complying with the Occupational Health and Safety Specification, requirements by the OHS Act 85 of 1993, and any relevant legislation which may relate to the activities directly or indirectly. Each subcontractor must sign a 37(2) agreement as well as some Construction regulations 7(1)(c)(v) contractor appointment before being allowed to perform any work.

3.4 OCCUPATIONAL SAFETY

3.4.1 STACKING OF MATERIALS

A contractor must, in addition to compliance with the provisions for the stacking of articles in the General Safety Regulations, 2003, ensure that –

- (a) a competent person is appointed in writing with the duty of supervising all stacking and storage on a construction site.
- (b) adequate storage areas are provided.
- (c) there are demarcated storage areas; and
- (d) storage areas are kept neat and under control.

3.4.2 HOUSEKEEPING AND GENERAL SAFEGUARDING ON CONSTRUCTION SITES

A contractor must, in addition to compliance with the Environmental Regulations for Workplaces, 1987, promulgated by Government Notice No. R. 2281 of 16 October 1987, ensure that suitable housekeeping is continuously implemented on each construction site, including –

- (a) the proper storage of materials and equipment.
- (b) the removal of scrap, waste, and debris at appropriate intervals.
- (c) ensuring that materials required for use, are not placed on the site to obstruct means of access to and egress from workplaces and passageways.

- (d) ensuring that materials which are no longer required for use, do not accumulate on, and are removed from the site at appropriate intervals.
- (e) ensuring that waste and debris are not disposed of from a high place with a chute, unless the chute complies with the requirements set out in regulation 14(6).
- (f) ensuring that construction sites in built-up areas adjacent to a public way are suitably and sufficiently fenced off and provided with controlled access points to prevent the entry of unauthorized persons; and
- (g) ensuring that a catch platform or net is erected above an entrance or passageway or above a place where persons work or pass under or fencing off the danger area if work is being performed above such entrance, passageway, or place so as to ensure that all persons are kept safe in the case of danger or possibility of persons being struck by falling objects.

3.4.3 HAZARDOUS CHEMICAL SUBSTANCES (HCS)

1. In addition to the requirements in the HCS Regulations, the principal contractor must provide proof in the Health and Safety Plan that:
 - (a) Material Safety Data Sheets (MSDS's) of the relevant materials / hazardous chemical substances are available prior to use by the contractor. Mention should be made how the principal contractor is going to act according to special/unique requirements made in the relevant MSDS's. All MSDS's will be always available for inspection by the agent.
 - (b) Exposure monitoring is done according to OESSM and by an Approved Inspection Authority (AIA) and that the medical surveillance programme is based on the outcomes of the exposure monitoring.
 - (c) How the relevant HCS's are being/going to be controlled by referring to:
 - i. Limiting the amount of HCS
 - ii. Limiting the number of employees
 - iii. Limiting the period of exposure
 - iv. Substituting the HCS
 - v. Using engineering controls
 - vi. Using appropriate written work procedures (e)
The correct PPE is being used.
 - (f) HCS are stored and transported according to SABS 072 and 0228.
 - (g) Training with regards to these regulations was given.
2. The H&S plan should refer to the disposal of hazardous waste on classified sites and the location thereof (where applicable).
3. The First Aider must be made aware of the MSDS and how to treat HCS incidents appropriately.

3.4.4 NOISE INDUCED HEARING LOSS

Where noise is identified as a hazard the requirements of the NIHL regulations must be complied with and the following must be included / referred to in the Health and Safety Plan. The Contractor must be able to:

- (a) Proof of training with regards to these regulations.
- (b) That monitoring carried out by an AIA and done according to SABS 083.
- (c) Medical surveillance programme is established and maintained for the necessary employees.
- (d) Control of noise by means of:
 - i. Engineering methods considered
 - ii. Admin control considered
 - iii. Personal protective equipment considered/decided on
 - iv. Describe how records are going to be kept for 40 years.

3.4.5 PRESSURE VESSELS INCLUDING GAS CYLINDERS

1. The Contractor will comply with Pressure Equipment regulations, including:

- (a) Providing competency and awareness training to the operators;
- (b) Providing PPE or clothing;
- (c) Providing and maintain appropriate signage in areas Pressure equipment are
- (d) used.
- (e) Inspect equipment regularly and keep records of inspections.
- (f) Providing appropriate firefighting equipment (Fire Extinguishers).

3.4.6 FIRE EXTINGUISHERS and FIRE FIGHTING EQUIPMENT

The Contractor will provide adequate, regularly serviced fire extinguishers located at strategic points on site. The Contractor will keep spare serviced portable fire extinguishers. The Contractor will have adequate persons trained or competent to use the Fire Fighting Equipment. Safety signage will be posted, indicating locations of fire extinguishers.

3.4.7 HIRED PLANT and MACHINERY

The contractor will ensure that any hired plant and machinery brought to site is safe for use. The necessary requirements as stipulated by the OHS Act as well as those that are stipulated by this Occupational Health and Safety Specification, will apply. Health and Safety Induction is to be conducted with any hire plant or machinery operators and attendance of appropriate toolbox talks ensured. All operators of hired plant or machinery must be in possession of valid operator's certificates and medical certificates of fitness, as per requirement by the OHS Act.

3.4.8 PORTABLE ELECTRICAL TOOLS / EXPLOSIVE POWER TOOLS

A contractor must, in addition to compliance with the Electrical Installation Regulations, 2009, and the Electrical Machinery Regulations, 1988, promulgated by Government Notice No. R. 1593 of 12 August 1988, ensure that –

- (a) before construction commences and during the progress thereof, adequate steps are taken to ascertain the presence of and guard against danger to workers from any electrical cable or apparatus which is under, over or on the site;
- (b) all parts of electrical installations and machinery are of adequate strength to withstand the working conditions on construction sites;
- (c) the control of all temporary electrical installations on the construction site is designated to a competent person who has been appointed in writing for that purpose;
- (d) all temporary electrical installations used by the contractor are inspected at least once a week by a competent person and the inspection findings are recorded in a register kept on the construction site; and
- (e) all electrical machinery is inspected by the authorized operator or user on a daily basis using a relevant checklist prior to use and the inspection findings are recorded in a register kept on the construction site.

3.4.9 HAND TOOLS

All hand tools (hammers, chisels, spanners, etc.) must be inspected by the user prior to use. Tools with sharp points in toolboxes must be protected with a cover. No make-shift tools on site. All cold chisels used on site shall be fitted with a hand guard to prevent hand injuries in case of a miss with the hammer.

All contractors shall have a user policy for use of craft knives. Knives shall not be carried in clothing pockets with an open blade. The Contractor shall ensure that the appropriate cut resistant PPE is worn by the user. Cut resistant material coverage should include the forearm of the non-knife holding hand unless other safety measures are taken.

3.4.10 HIGH VOLTAGE ELECTRICAL EQUIPMENT & ELECTRICAL REGULATIONS

1. The Contractor will ensure that, where the work is under, on or near high-voltage electrical equipment the Electrical Regulations, together with safety instructions (Regulations of the Owner of the Equipment) are complied with.
2. Such equipment includes: -
 - Eskom and the Local Authority equipment
 - The Contractor's own power supply; and

- Electrical equipment being installed but not yet taken over from a Contractor by The Project Client / Client Agent.

3.4.11 PUBLIC HEALTH and SAFETY

The Contractor will ensure that each person working on or visiting a site, and the surrounding community, will be made aware of the dangers likely to arise from on-site activities and the precautions to be observed to avoid or minimize those dangers. Appropriate health and safety signage will be posted at all times. No visitor will be allowed on site without permission of the Construction Supervisor or his/her Assistant. All visitors must complete a register, which should include the name, reason for visit and contact detail of said person. The Contractor will ensure that the site is fenced on all sides with a minimum requirement of 1600 mm Diamond mesh, galvanised fence, this fence must have a gate fitted to ensure security and stop unwanted entrance to site. The gate must be closed at all times and access must be controlled.

Both the Project Client / Client Agent and the Contractor have a duty in terms of the OHS Act to do all that is reasonably practicable to prevent members of the public and others being affected by the construction processes to be aware and put preventative measure in place. The public or visitors will go through a brief health and safety induction detailing hazards and risks they may be exposed to and what measures are in place to control these hazards and risks.

3.4.12 NIGHT WORK

The Contractor will not undertake any night work without prior arrangement and a written permit from The Project Client / Client Agent. The Contractor will ensure that adequate lighting is provided for all night work and failure to do so will result in work being stopped.

3.4.13 FACILITIES for SAFEKEEPING and EATING AREA (MESS ROOM) for WORKERS

A temporary structure to serve as a mess room or eating area must be provided by the Principal Contractor.

3.4.14 FALL PROTECTION

1. A contractor must –
 - (a) designate a competent person to be responsible for the preparation of a fall protection plan;
 - (b) ensure that the fall protection plan contemplated in paragraph (a) is implemented, amended where and when necessary and maintained as required; and (c) take steps to ensure continued adherence to the fall protection plan.
2. A fall protection plan contemplated in Construction Regulation 10(1), must include –

- (a) a risk assessment of all work carried out from a fall risk position and the procedures and methods used to address all the risks identified per location.
 - (b) the processes for the evaluation of the employees' medical fitness necessary to work at a fall risk position and the records thereof.
 - (c) a programme for the training of employees working from a fall risk position and the records thereof.
 - (d) the procedure addressing the inspection, testing and maintenance of all fall protection equipment; and
 - (e) a rescue plan detailing the necessary procedure, personnel and suitable equipment required to affect a rescue of a person in the event of a fall incident to ensure that the rescue procedure is implemented immediately following the incident.
3. A contractor must ensure that a construction manager appointed under regulation 8(1) is in possession of the most recently updated version of the fall protection plan.
4. A contractor must ensure that –
- (a) all unprotected openings in floors, edges, slabs, hatchways, and stairways are adequately guarded, fenced or barricaded or that similar means are used to safeguard any person from falling through such openings.
 - (b) no person is required to work in a fall risk position unless such work is performed safely as contemplated in Construction Regulation 10(2).
 - (c) fall prevention and fall arrest equipment are -
 - i. approved as suitable and of sufficient strength for the purpose for which they are being used, having regard to the work being carried out and the load, including any person, they are intended to bear; and
 - ii. securely attached to a structure or plant, and the structure or plant and the means of attachment thereto are suitable and of sufficient strength and stability for the purpose of safely supporting the equipment and any person who could fall; and
 - (d) fall arrest equipment is used only where it is not reasonably practicable to use fall prevention equipment.
5. Where roof work is being performed on a construction site, the contractor must ensure that, in addition to the requirements set out in Construction Regulation 10 (2) and (4), it is indicated in the fall protection plan that –
- (a) the roof work has been properly planned;
 - (b) the roof erectors are competent to carry out the work;
 - (c) no employee is permitted to work on roofs during inclement weather conditions or if any conditions are hazardous to the health and safety of the employee;
 - (d) all covers to openings and fragile material are of sufficient strength to withstand any imposed loads;
 - (e) suitable and sufficient platforms, coverings or other similar means of support have been provided to be used in such a way that the weight of

- any person passing across or working on or from fragile material is supported; and
- (f) suitable and sufficient guard-rails, barriers and toe-boards or other similar means of protection prevent, as far as is reasonably practicable, the fall of any person, material or equipment.

3.4.15 SCAFFOLDING

All scaffolding used shall comply with the OHS Act and Construction Regulations as well as SANS 10085.

All scaffolding shall be inspected by a competent person on a daily basis as a minimum and also before use following weather conditions that could have made the scaffolding unsafe e.g. wind, rain which could make ground conditions unstable. Inspections shall be carried out on scaffolds that may be affected by adverse weather conditions.

Users of scaffolding shall carry out a visual inspection on a daily basis before use. If unsafe conditions are found or suspected, the scaffold shall be isolated until a thorough inspection has been made. A visual inspection shall be carried out at the end of the shift and if unsafe conditions are found or suspected the scaffold shall be isolated until above is applied.

An appropriate scaffolding tagging system shall be used to confirm the status of scaffolding for use or not to be used. The footing or anchorage points for scaffolds shall be sound, rigid, and capable of carrying the maximum intended load without settling or displacement. Unstable objects such as barrels, boxes, loose brick, or concrete blocks shall not be used to support scaffolds or planks.

The Contractor must give preference to using scaffold stairs instead of ladders for all scaffolds. These scaffolds must be fitted with a kick plate at the bottom of each stair section. The kick plate shall be able to prevent a member of contractors' personnel slipping down the staircase and sliding between the floor and the mid-rail.

3.4.16 LADDERS

All ladders shall have an identification tag, logged in a ladder register, and inspected monthly by a competent person and by the user prior to use.

Damaged ladders shall be marked as "DAMAGED" and removed from the Project Site (or at other places, if any, as may be specified under the Contract as forming part of the Site) and replaced with ones in good condition.

All ladders used for access shall be secured. Contractor's Personnel climbing a ladder with a fall exposure greater than 8 meters shall be protected by an approved cage, ladder climbing device, or using a body harness, lanyard, or lifeline system.

When ascending or descending ladders, Contractor's Personnel shall always maintain three points of contact and shall face the ladder. Portable metal ladders shall not be used in the vicinity of energized electrical circuits. Portable straight ladders shall not be used without non-skid bases.

The ladder shall be placed so that the distance between the bottom of the ladder and the supporting point is approximately 1/4 of the ladder length between supports. When dismounting from a ladder at an elevated position (as at a roof), the employee shall ensure that the ladder side rails extend at least 1 meter above the dismount position, or that grab bars are present.

Contractor's Employees shall wear a body harness and lanyard and tie off to a secure anchor whenever both hands must be used for the job or whenever Contractor's Personnel are exposed to a fall more than 2 meters. Step ladder legs shall be fully spread, and the spreading bars locked in place. Step ladders shall not be used as straight ladders.

3.4.17 BARRICADING

Areas where a restriction or prevention of unauthorised persons accessing (e.g., trenches, excavations, wall, and floor openings, etc.) is required will be provided with barricades and guards to prevent entry.

All barricading shall be of the rigid type, unless otherwise approved by the Engineer, and secure in assembly.

Contractors shall utilize warning signage that has been approved by the Engineer. All openings and edges must be barricaded with solid barricading to withstand an impact of at least 85kg. Physical barriers and warning signage shall be provided to prevent persons falling into openings in floors, stairwells, staircases, open-sided buildings, and any structure during erection, where dangerous openings exist. Safety net should also be provided if there is movement of people underneath the building that is being renovated or upgraded. The safety net will prevent equipment falling from height that can cause injuries to the members of the public. The first preventive measure is to provide hoarding so that no persons walk underneath the area under refurbishment or construction.

3.4.18 SEVERE WEATHER

The Contractor shall conduct operations in a manner that does not put personnel at risk from weather and weather-related injury.

3.4.19 LIFTING MACHINE and TACKLE

The Principal Contractor shall ensure that all lifting machinery and tackles are inspected prior to use, and in addition to it, monthly. The principal contractor shall appoint a competent lifting machinery and tackle inspector who will inspect the equipment daily or before use, considering that:

- All lifting machinery and tackle have a safe working load clearly indicated.
- Records of inspections and load testing certificates are kept onsite.
- There is a proper supervision in terms of guiding the loads which includes a trained banks man to direct and check lifting tackle if it is safe for use.
- Heavy precast concrete culverts and concrete pipes will be lifted using the lifting machine.

3.4.20 TEMPORARY WORKS/FORMWORK

All activities that will be carried out using temporary works/formwork are to be guided by the Construction Regulation 12, as quoted:

- 1) A contractor must appoint a temporary works designer in writing to design, inspect and approve the erected temporary works on site before use.
- 2) A contractor must ensure that all temporary works operations are carried out under the supervision of a competent person who has been appointed in writing for that purpose.
- 3) A contractor must ensure that—
 - a) all temporary works structures are adequately erected, supported, braced, and maintained by a competent person so that they can support all anticipated vertical and lateral loads that may be applied to them, and that no loads are imposed onto the structure that the structure is not designed to withstand.
 - b) all temporary works structures are done with close reference to the structural design drawings, and where any uncertainty exists the structural designer should be consulted;
 - c) detailed activity specific drawings pertaining to the design of temporary works structures are kept on the site and are available on request to an inspector, other contractors, the client, the client's agent or any employee;
 - d) all persons required to erect, move or dismantle temporary works structures are provided with adequate training and instruction to perform those operations safely;
 - e) all equipment used in temporary works structure are carefully examined and checked for suitability by a competent person, before being used;
 - f) all temporary works structures are inspected by a competent person immediately before, during and after the placement of concrete, after inclement weather or any other imposed load and at least on a daily basis until the temporary works structure has been removed and the results have been recorded in a register and made available on site;
 - g) no person may cast concrete, until authorization in writing has been given by the competent person contemplated in paragraph (a);
 - h) if, after erection, any temporary works structure is found to be damaged or weakened to such a degree that its integrity is affected, it is safely removed or reinforced immediately;
 - i) adequate precautionary measures are taken in order to—
 - i. secure any deck panels against displacement; and
 - ii. prevent any person from slipping on temporary works due to the application of release agents;

- j) as far as is reasonably practicable, the health of any person is not affected through the use of solvents or oils or any other similar substances;
 - k) upon casting concrete, the temporary works structure is left in place until the concrete has acquired sufficient strength to safely support its own weight and any imposed load, and is not removed until authorization in writing has been given by the competent person contemplated in paragraph (a);
 - l) the foundation conditions are suitable to withstand the loads caused by the temporary works structure and any imposed load in accordance with the temporary works design.
 - m) provision is made for safe access by means of secured ladders or staircases for all work to be carried out above the foundation bearing level;
 - n) a temporary works drawing or any other relevant document includes construction sequences and methods statements;
 - o) the temporary works designer has been issued with the latest revision of any relevant structural design drawing;
 - p) a temporary works design and drawing is used only for its intended purpose and for a specific portion of a construction site; and
 - q) the temporary works drawings are approved by the temporary works designer before the erection of any temporary works.
- 4) No contractor may use a temporary works design and drawing for any work other than its intended purpose.

When encountered with having to operate underneath existing surface infrastructure systems such as railways, wayleaves and existing services and having to operate using formwork and temporary support structures, the abovementioned guidelines are to be adhered to.

3.5 OCCUPATIONAL HEALTH

1. Exposure of workers to occupational health hazards and risks are very common in any work environment, especially in construction. The occupational hazards and risks may enter the body in three ways:
 - (a) Inhalation e.g. cement dust;
 - (b) Ingestion through swallowing;
 - (c) Absorption through the skin (pores) e.g. painting or use of thinners.
2. All contractors are to ensure that where employees are exposed to airborne contaminants, preemployment medicals should be conducted to ensure fitness to work under such conditions.
3. All contractors will be responsible for the full cost of medical treatment that his staff may require; the contractor is therefore required to ensure that all his personnel are medically fit.

4. All Contractors should ensure that Occupational Hygiene surveys are conducted as per the Occupational Health and Safety Act to ensure employees is not exposed to hazards. Risk Assessments should identify areas where surveys are to be conducted.

3.6 DUTIES OF THE PRINCIPAL CONTRACTOR

The Principal Contractor must develop the health and safety plan in line with the health and safety specification. The plan will be evaluated and approved for implementation. The Principal Contractor must do his / her internal monitoring systems such as internal audits and inspections. The Client Agent will conduct audits to check compliance monthly.

The Principal Contractor must appoint a Full-time health and safety officer (**Candidate - Construction Health and Safety Officer (SACPCMP registered)**). The Principal Contractor must appoint a competent risk assessor as well as the incident investigator. Candidate Construction Health and Safety Officer will not be accepted.

3.7 HOARDING

The construction activities will be taking place in operational wastewater treatment plants, as well as in a built-up area with municipal personnel anticipated to be entering, exiting, and travelling through the identified working sites. This will require the implementation of vigorous hoarding/barricading method with highly visible signage. It is therefore critical that the principal contractor posts notices for the public and conducts routine awareness programmes for the duration of their activities.

3.8 EXCAVATIONS

Excavations are the source of many serious injuries that have been recorded in our industry. It is proper to expect the Principal Contractor to excavate when all the components that will be used on the excavations have already been procured. Construction Manager will be expected to cooperate with the Construction Health and Safety Officer to manage the risks that are associated with excavations. Detailed method statements and safe working procedures must be developed and communicated with principal contractor personnel. All excavation operations, method statements and safe working procedures are to be guided by the prescripts of **Construction Regulation 13**.

The method statements must account for the timeous backfilling of opened excavations following the completion of the installations/work associated with them. Given the nature of operations and the location of the working zones, no new excavations are to be opened from Wednesdays onwards, furthermore, no excavations/trenches are to be left opened during weekends and public holidays. All operations related to excavations and trench-works are to be completed by EOB on Thursdays on a weekly basis, and on the day before a public holiday. Failure to comply to this directive will result in a contractual penalty.

3.9 CONSTRUCTION VEHICLES / MOBILE PLANTS / ABNORMAL LOADS.

The project area will intermittently acquire the presence of Heavy-duty Construction vehicles, Mobile Plants, Light duty vehicles and Abnormal (large, nonroutine loads). For large or non-routine loads, an escort vehicle must be provided by the contractor to lead (be in front of), and when necessary, behind the vehicle or mobile equipment.

When operating within a localized environment, flagmen/women must chaperon the heavy-duty vehicle, to alert local residents as well as the operator on the surrounding and hazards thereof.

To minimize the potential of light vehicles entering the blind spots of heavy vehicles, all other equipment and light vehicles and mobile equipment are to give way to heavy vehicles operating on any component of infrastructure or facility.

3.10 DEMOLITIONS AND SUBSEQUENT REHABILITATION

Given the nature of this construction project, the Principal Contractor needs to adhere to the underlying prescripts of Construction Regulation 14 (Demolition Work), which dictates the minimum conditions to assimilate during demolition work:

- 1) A Contractor must appoint a competent person in writing to supervise and control all demolition work on site.
- 2) A Contractor must ensure that before any demolition work is carried out, and to ascertain the method of demolition to be used, a detailed structural engineering survey of the structure to be demolished is carried out by a competent person and that a method statement on the procedure to be followed in demolishing the structure is developed by that person.
- 3) During a demolition, the competent person contemplated in sub regulation (1) must check the structural integrity of the structure at intervals determined in the method statement contemplated in sub regulation (2), in order to avoid any premature collapses.

The abovementioned conditions are inexhaustive and dictate that a more holistic approach towards the adherence of the basic requirements of the Act and its Regulations, must be implemented by the Principal Contractor. In addition, a rehabilitation process must be followed to mitigate the adverse effects of the demolition that has been conducted. All the waste and debris produced by the demolition procedure must be removed from the site as soon as it is reasonably practicable, and that they are disposed of in accordance with the applicable legislation.

The conditions for mitigating the prevalence of hazardous waste material will be triggered giving rise to the need to assimilate the guides encompassed in the following legislative prerequisites into the relevant method statement and rehabilitation plan:

- 1) OHS Act – Occupational Health and Safety act 85 of 1993 and all regulations promulgated under this act, special reference to Regulations for Hazardous Chemical Agents, 2021

- 2) NEMA (ACT 107 OF 1998) – National Environmental Management Act 107 of 1998 and relevant specific environmental management acts promulgated under this act, special reference to NEM: WA (Act 59 of 2008).
- 3) NEM: WA (Act 59 of 2008) – National Environmental Management: Waste Act 59 of 2008 and regulations promulgated under this act, with reference to the National Waste Management Strategy, the Waste Classification Regulations and supporting Norms and Standards.
- 4) The Waste Classification and Management Regulations, 2013, published as Government Notice No. R. 634 of 23 August 2013
- 5) The National Norms and Standards for the Assessment of Waste for Landfill Disposal, published as Government Notice No. R. 635 of 23 August 2013.

OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION REQUIREMENTS FOR CONSTRUCTION

ANNEXURE A

Notification of Intention to Commence Construction / Building work	To be completed and logged with the Department of Labour	Before commencement on site
Assignment of Responsible Person to Manage Building Work	All relevant appointments as per OHS Act	Before commencement on site
Assignment of Responsible Person to Supervise Building Work	All relevant appointments as per OHS Act	Before commencement on site
Medical Certificates of Fitness for all personnel on site	As per specifications and OHS Act	Before commencement on site
Competency for Responsible Persons	As per specifications and OHS Act	Before commencement on site
Compensation of Occupational Injuries and Diseases Act (COIDA) 130 of 1993	COIDA Requirement	Before commencement on site and during construction period
Occupational Health and Safety Policy	Contractor's Responsibility	At tender stage
Health and Safety Organogram.	Contractor's Responsibility	Before commencement on site
Health & Safety Representative	Section 17 OHS Act	Submit as soon as there are more than 20 employees on site

ASSIGNMENT OF CONTRACTOR'S RESPONSIBLE PERSONS

ANNEXURE B

The contractor **will** make the following appointments where applicable and ensure that CV's and competency certificates are attached to the relevant appointments* but are not limited to:

CEO Section 16.1 Board Resolution or declaration
(Competent Person for OHS) - OHS 16(2)*
Construction Manager CR 8(1)*
Construction Safety Officer - CR 8(5)
Construction Work Supervisor - CR 8(7)*
Construction Work Assistant Supervisor - CR 8(8)*
Risk Assessor - CR 9(1)
Competent Person to perform Risk Assessment Training – CR 9(3)
Fall Protection Planner CR 10(1)
Construction Vehicle & Mobile Plant Operator - CR23(1)(d)*
Temporary Electrical Installation Inspector CR 24
Housekeeping Supervisor CR 27
Stacking & Storage Supervisor - CR 28(a)
Fire Equipment Inspector - CR 29(h)
Emergency Coordinator - ER 9
H&S Committee Chairperson - OHS 19 (<i>where applicable</i>)
First Aider/s - GSR 3 (Compulsory)
Hazardous Chemical Substance Supervisor - HCS Regulations
Health and Safety Representative - OHS 17(1) (<i>where applicable</i>)
Portable Electrical Equipment Inspector EMR 10
Incident / Accident Investigator - GAR 9(2)
PPE Inspector – GSR 2
COVID-19 Compliance Officer

OTHER OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION REQUIREMENTS

ANNEXURE C

The contractor will comply and not be limited to the following requirements:

What	When	Output	Reference information
Awareness training Toolbox talks	Twice a week and before hazardous work is carried out	Attendance Register	
DSTI	Daily before work starts	Signed document	
Health and Safety Committee Meetings	Monthly	Minutes signed by the employer (Contractor) Covering: a) Health and Safety Representative Checklist	
Health and Safety Reports	Monthly	Report covering: a) Incidents/Accidents and Investigations b) Non-conformance c) Health and Safety Training d) HIRA Updates e) Internal and External Audits	Incident reporting and investigation for The Project Client / Client Agent & Contractor form
General Inspections	As per Occupational Health and Safety Specification and OHS Act	Report on Occupational Health and Safety Specification and OHS Act compliance: a) Scaffolding b) Lifting Machinery c) Excavations	
General Inspections	Monthly	Covering: a) Firefighting Equipment b) First Aid boxes c) Portable Electrical Equipment d) Ladders e) Vehicle & plant inspections	
Record keeping	Ongoing	Covering: a) General complaints b) Fines c) General incidents d) MSDS e) Surveillance Medicals f) Inspection Register	
Permits	Before commencement with certain activities	As stipulated by the Occupational Health and Safety Specification and the OHS Act / Construction Regulations	

SAFETY FILE REQUIRMENTS

ANNEXURE D

The contractor will comply and not be limited to the following requirements:

Item	Description
1.	OHS Act section 37.2 Agreement & CR 5(1)(k) Principal Contractor Appointment
2.	EHS Plan <u>(Approved by Client as well as contractor responsible person)</u>
3.	Contractor Policies <u>(As well as proof of communication to employees)</u>
4.	Scope of Work & <u>Letter of award of contract</u>
5.	Contractor Public Liability Insurance Cover <u>(Proof of cover and policy number)</u>
6.	Notification of Construction Work to Department of Labour (Copy) Stamped by DOL
7.	Client SHE Specifications <u>(Proof of communication to Construction Manager & Supervision)</u>
8.	Letter of Good Standing with a Licenced Compensation Commissioner (COID)
9.	Organisation Structure <u>(Must indicate legal appointment reference, contact number as well as e-mail address where applicable)</u>
10.	Induction <u>(Copy of training material and proof of training)</u>
11.	Risk Assessments <u>(Approved risk assessment by contractor and Agent as well as proof of communication to all employees)</u>
12.	Area Emergency Plan site specific <u>(Proof of communication to employees)</u>
13.	All Safe work procedures relevant to tasks that will be performed tasks identified as high-risk activities during risk assessment process
14.	Incident Investigation Procedure and Documents
15.	Appointments Letters <u>(Copy of legal appointments and competency/CV/Certificates)</u>

16.	Site Specific Audits and Internal Audits/Inspection Arrangements <u>(Client as well as internal)</u>
17.	Personal Protective Equipment <u>(Proof of issue as well as monthly inspections by supervision)</u>
18.	Workers Welfare Facilities & Waste Management <u>(Plot plan and inspections)</u>
19.	Toolbox Talks <u>(Topics and proof of communication)</u>
20.	Site EHS Meetings Arrangements
21.	Equipment/Tools Inspections Checklist/Registers
22.	Medical Surveillance Certificates
23.	Copy of the Act & WCL2 Forms
24.	MSDS'S of all chemicals that will be used on site (16 Point MSDS as required by law)
25.	Fall Protection Plan

ACKNOWLEDGEMENT OF OHS SPECIFICATION

Name of Company_____

I/We_____

Hereby certify that I/we acquainted ourselves with the Health and Safety Act 85 Of 1993 as well as the Construction Regulations, 2014 and all conditions contained herein as laid down by the State for the carrying out of construction work for which I/We submit our response.

I/We further agree that the State shall recognise no claim from me/us for relief based on allegations that I/We overlooked any tender requirements or failed to take into account the purpose of completing the documentation as required.

Signed at_____on this the_____ Day Of_____2025.

Witness

Name in Block Letters

For and on behalf of Contractor

Contractors Signature

Name of Signatory