



LANGEBERG MUNICIPALITY

SUPPLY AND INSTALLATION OF TELEMETRY AND SCADA SYSTEMS, BONNIEVALE

TENDER NO : T42/2022

PROJECT REF NO : P07878

TENDERER

TENDER AMOUNT

COMPLETION PERIOD

weeks

JUNE 2022

COMPILED FOR:

Langeberg Municipality
Private Bag X2
Ashton
6705

Telephone: +27 (0)23 615 8000

COMPILED BY:

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LANGEBERG MUNICIPALITY

SUPPLY AND INSTALLATION OF TELEMTRY AND SCADA SYSTEMS, BONNIEVALE

TENDER NO : T42/2022

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PART T1 : TENDERING PROCEDURES
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- T1.1 Tender Notice and Invitation to Tender**
- T1.2 Special Tender Conditions**
- T1.3 Tender Data**

LANGEBERG MUNICIPALITY

SUPPLY AND INSTALLATION OF TELEMETRY AND SCADA SYSTEMS, BONNIEVALE

TENDER NO : T42/2022

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Langeberg Municipality invites tenders for tender no:

TENDER 42/2022 – SUPPLY AND INSTALLATION OF TELEMETRY AND SCADA SYSTEMS, BONNIEVALE

Only bidders who satisfy the eligibility criteria stated in the Standard Conditions of Tender (Clause C.2.1) are eligible to submit tenders.

Only goods, works and services with a stipulated minimum threshold as applicable for local production and content will be considered. The minimum threshold applicable to this project is:

Two Way Radio Terminals and Associated Equipment	Radio Terminal	Fixed Station Radio	60%
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All bids received shall be evaluated in terms of the Langeberg Municipality's Supply Chain Management Policy, read with the Preferential Procurement Regulations of 2017. It is estimated that the 80/20 preference points system will be applicable. Tenders will be evaluated in terms of price and preference.

The successful Tenderer must be registered on the Centralized Supplier Database (CSD). Tenderers can register on www.csd.gov.za.

Tender documents can only be obtained electronically, from Langeberg Municipality. Tender documents will be available from Friday, 10 June 2022.

There will be no tender clarification meeting. Technical queries relating to this tender may be addressed to Mr Wietsché Snyman, Tel No. 021 912 3000, Fax No. 021 912 3222, e-mail wiets.s@ixengineers.co.za.

Administrative queries relating to this tender may be addressed to Mr Sabelo Ngconcolo, Tel 023 615 8000, e-mail sngcongolo@langeberg.gov.za.

The closing time for receipt of tenders is **12:00 on Friday, 24 June 2022 at the Langeberg Municipality, 28 Main Road, Ashton.** Tenders, in sealed envelopes, **marked 'TENDER 42/2022 – Supply and Installation of Telemetry and SCADA Systems, Bonnievale'** must be placed in the Tender Box located at the main entrance of Langeberg Municipality, 28 Main Road, Ashton. Telephonic, facsimile, electronic/e-mailed and late tenders will not be accepted. Bids may only be submitted on the bid documentation that has been issued.

Council reserves the right to accept a tender in full, partially or not at all and is not obliged to accept the lowest tender received. Langeberg Municipality reserves the right to scale down on the Scope of Work in order for the contract value to fit into the available budget for 2022/2023.

MUNICIPAL MANAGER

LANGEBERG MUNICIPALITY

SUPPLY AND INSTALLATION OF TELEMETRY AND SCADA SYSTEMS, BONNIEVALE

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T1.2: SPECIAL TENDER CONDITIONS

2.1 SPECIAL TENDER CONDITIONS

This tender is subject to the Supply Chain Management Policy of the Langeberg Municipality. The aim of the policy is to improve job opportunities and to stimulate prosperity in the municipal area. Broad Based Black Economic Empowerment (BBBEE) will receive preferential adjudication.

Tenderers must take note that a tender will be granted on the ground of their performance capacity as well as a preference formula.

For tenderers to qualify for the advantages of the policy, they must thoroughly complete the document. **If the schedules are not thoroughly completed the tender will not be considered.**

Tenderers must take note that in the case of a false statement or submission of false information the tender will be disqualified with immediate effect and a possibility of criminal prosecution.

The complete Supply Chain Management Policy is available for inspection at the Municipal Offices at Ashton and websites (www.langeberg.gov.za).

2.2 TENDER DOCUMENTS

Tender documents are obtainable and must be returned as described in the tender notice. The completed documents of the tender fully priced, extended and totaled, completed in all respects, signed and sealed in an envelope which is to be endorsed **TENDER T42/2022– SUPPLY AND INSTALLATION OF TELEMETRY AND SCADA SYSTEMS, BONNIEVALE**

2.1.1. " must be placed in the tender box at the Municipal Offices, 28 Main Street, Ashton

2.1.2. Tenders submitted by fax, e-mail, telex or telegraphically will not be accepted. Postal Tenders will be accepted for consideration only if they are received in sufficient time to be lodged in the appropriate tender box by the closing time for such tenders. The Langeberg Municipality disclaims any responsibility for seeing that such tenders/ are lodged in the tender box.

2.1.3. Any tender delivered to an address other than the one stipulated in the tender notice will not be accepted. Tenders may not be handed in at other offices of the Langeberg Municipality.

2.1.4. Tenders will be opened in public, shortly after closing time of tenders. The name of the tenderer/bidder and the total tender/bid price will be announced to all tenderers/bidders present at the opening.

2.1.5. Tenders received after the closing date and time shall be declared invalid and will not be considered.

2.1.6. Tender documents will be compiled in the following format.

2.1.7. Opening Page: Name and address of Tenderer, Pricing Totals, Costing and conditions of payment.

2.1.8. Schedule 1: Mandatory returnable forms and attachments.

2.3 SOUTH AFRICAN CURRENCY

2.3.1 All payments from the Langeberg Municipality will be made in the currency of the Republic of South Africa (Rand). The tenderer/bidder shall specify clearly all matters and conditions regarding payments in the tender/bidder specifications.

2.3.2 Tenders shall indicate separately prices excluding value added tax and included value added tax (VAT) in the tender/bid rates and amounts.

2.4 INCOMPLETE TENDERS/BIDS

2.4.1 Tenders will be rejected in the event of incomplete offers and irregularities of any nature contained in the tender or in any of the completed tender schedules.

2.5 WITHDRAWAL OF TENDERS/BIDS

2.5.1 A tenderer/bidder may, without incurring any liability, withdraw his tender provided written advice to that effect reaches the Langeberg Municipality before the expiry of the time fixed in the tender/bid notice for receiving tenders/.

2.6 CHECKING OF TENDER DOCUMENTS

2.6.1 Before submitting a tender, the tenderer/bidder shall check the numbering of the pages in the tender/bid documents and if any pages forming part of the tender/bid document is found to be missing or if any part of the documents is illegible or indistinct, he shall immediately notify the Langeberg Municipality.

2.6.2 The Langeberg Municipality will not be liable in any way for any claims arising through neglect of the Tenderer/bidder to comply with these requirements.

2.7 EXPENSES DUE TO PREPARATION AND SUBMISSION OF TENDER DOCUMENTS

2.7.1 The Langeberg Municipality shall not be liable for any expenses or losses incurred by the Tenderer/bidder due to visiting the site or municipal area and the preparation and/or submission of the tender/bid documents.

2.8 PERIOD OF VALIDITY

2.8.1 Tenders, whether for a part of or for the whole of the project, shall remain valid for a period as specified by the tenderer/bidder, which period shall be that period between the date upon which tenders/bids close up to the date upon which notice is given that the tender/bid has been awarded, but at least a period of 120 days.

2.9 ACCEPTANCE OR REJECTION OF TENDERS/BIDS

2.9.1 The Langeberg Municipality is not compelled to accept the lowest or any tender/bid and reserves the right to accept any tender/bid.

2.10 PREFERENTIAL PROCUREMENT

2.10.1 Tenders/bids will be considered in terms of the Preferential Procurement Policy of the Langeberg Municipality.

2.11 REGISTRATION AS SERVICE PROVIDER

- 2.11.1 Only those tenderer/bidders that are registered on the Central Supplier Database as service providers or are capable of being so prior to the evaluation of submissions, are eligible to submit tenders/bids. The Langeberg Municipality will only enter into a formal contract with a tenderer/bidder that is registered on this Database as service provider.

2.12 JOINT VENTURE AGREEMENTS (IF APPLICABLE)

- 2.12.1 Any Joint Venture Agreement must be submitted with the tender/bid document detailing the split of responsibilities in terms of the tender/bid specifications, i.e. percentage of work to be performed by each partner.
- 2.12.2 All parties to the Joint Venture Agreement must be registered and verified on the Western Cape Supplier Database. Only those that are registered and verified before the closing date of the tender/bid will qualify for preference points.
- 2.12.3 It must be noted that the order will be placed in the name of the BEE Partner as well as all financial administration that follows such an order/s. The Joint Venture Agreement must stipulate the BEE partner selected for this in the event of the Joint Venture been considered successful.

2.13 LOCAL BUSINESS/OFFICE:

- 2.13.1 A local office of a tenderer/bidder shall be deemed to be a physical address inside the demarcated boundaries of the Langeberg Municipality area.

2.14 TEST FOR RESPONSIVENESS

- 2.14.1 No Tender will be considered unless it meets the following responsiveness criteria:
- 2.14.2 The tender must be properly received in a sealed envelope clearly indicating the description of the service and the tender/bid number for which the tender/bid is submitted.
- 2.14.3 The tender must be deposited in the relevant tender box as indicated on the notice of the tender on or before the closing date and time of the bid
- 2.14.4 An Income Tax Number and a Tax verification pin (OTP) must be submitted with the tender/bid on or before the closing date and before the closing time.
- 2.14.5 An original latest Municipal service account obtained from the local municipality must be submitted.
- 2.14.6 The official tender document must be fully completed in black ink and. Where information requested does not apply to the bidder and the space is left blank, the tender document will be deemed as non-responsive.
- 2.14.7 If the entity submitting a bid is a Joint Venture or a Consortium or Partnership, each party to that formation must submit all the above information
- 2.14.8 The tenderer/bidder must be in good standing to do business with the public sector in terms of Regulation 38 of the Supply Chain Management Regulations (Government Gazette 27636 of 30 May 2005).
- 2.14.9 The tenderer/bidder must adhere to pricing Instructions
- 2.14.10 The tenderer/bidder must complete and sign all tender forms. Where indicated, forms must be signed and stamped by a Commissioner of Oaths.

2.14.11 All mandatory returnable forms and prescribed attachments must be completed and where applicable signed by a Commissioner of Oaths.

2.14.12 All tenders' conditions/specifications must be complied with,

2.15 PAYMENT OF INVOICES

2.15.1 All payments from the Langeberg Municipality will be made within 30 days of receipt of valid tax invoice for goods and services rendered to the satisfaction of the Municipality,

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T1.3: TENDER DATA

The Conditions of Tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Construction Procurement (refer: www.cidb.org.za) and included as Appendix A in this document.

The Standard Conditions of Tender make several references to the Tender Data. 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.

Clause	Wording
C.1.1	The employer is LANGEBERG MUNICIPALITY
C.1.2	The tender documents issued by the employer comprise: PART T1 : TENDERING PROCEDURES T1.1: Tender Notice and Invitation to Tender T1.2: Tender Data PART T2 : RETURNABLE DOCUMENTS T2.1: List of Returnable Documents T2.2: Returnable Schedules PART C1: AGREEMENTS AND CONTRACT DATA C1.1: Form of Offer and Acceptance C1.2: Contract Data PART C2 : PRICING DATA C2.1: Pricing Data C2.2: Bills of Quantities C2.3: Data Sheets PART C3 : SCOPE OF WORK C3.1: Project Specification C3.2: Particular Specifications APPENDICES Appendix A: Standard Conditions of Tender Appendix B: Occupational Health and Safety Specification

Clause	Wording								
C.1.4	The Employer's agent is: Name: iX engineers (Pty) Ltd Address: 31 Allen Drive, Bellville, 7530 Tel: (0)21 912 3000 Fax: (0)21 912 3222 E-mail: wiets.s@ixengineers.co.za								
C.2.1	Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders: a) Achieving the minimum score for Functionality as per C.2.1.1 below and Part C4 : Functionality Evaluation Form. i) The company must provide proof of experience for successful completion of projects of a similar scope and nature. (T2.1 Schedule 1F). Tenderer to attach reference letters, signed by the relevant employer/client for all previous experience claimed. ii) Availability of skills to manage and perform the contract (assigned personnel). Contracts Manager's experience in managing similar projects (T2.1 Schedule 1C). CV's to be attached. b) The tenderer must receive at least a "C" bank rating from an approved financial institution. The Tenderer must request the bank rating from their bank and submit with the tender submission. c) Only those tenderer/bidders that are registered on the Central Supplier Database as service providers or are capable of being so prior to the evaluation of submissions, are eligible to submit tenders/bids.								
C.2.1.1	In order to be considered for a contract in terms of this tender, tenderers must achieve the minimum score for functionality as stated below. The functionality criteria has been included to ensure that the successful tenderer has the required experience to complete the project as the works are of an specialised nature. The description of the functionality criteria and the maximum possible score for each is shown in the table below. The score achieved for functionality will be the sum of the scores achieved for the individual criteria. <table border="1"> <thead> <tr> <th>Description of functionality criteria</th><th>Maximum possible score</th></tr> </thead> <tbody> <tr> <td>Previous experience on contracts of similar nature</td><td>60</td></tr> <tr> <td>Experience of key-personnel</td><td>40</td></tr> <tr> <td>Maximum possible score for functionality</td><td>100</td></tr> </tbody> </table> The minimum overall score for functionality is 70 points out of a maximum possible score of 100, and the minimum for score for subsections are as indicated on the scoring sheets included in Part C4. Tenderers that fail to achieve the minimum score for functionality will NOT be eligible for evaluation and their tender offer will be rejected. Where the entity tendering is a Joint Venture the tender must be accompanied by a statement describing exactly what aspects of the work will be undertaken by each party to the joint venture (appended to Schedule 1I, Part T2: Returnable Schedules). A more detailed explanation of the functionality criteria is given below: Previous experience on contracts of similar nature: Tenderers must complete Schedule 1F, T2 Returnable Schedules, which is a list of the tenderer's past work experience in terms of similar successfully completed contracts. The value and scale of the contracts indicated for these purposes must be supplied together with the other relevant information requested based upon which up to 60 points for functionality will be awarded to the tenderer under consideration (see Part C4 for criteria of points allocation) in this regard.	Description of functionality criteria	Maximum possible score	Previous experience on contracts of similar nature	60	Experience of key-personnel	40	Maximum possible score for functionality	100
Description of functionality criteria	Maximum possible score								
Previous experience on contracts of similar nature	60								
Experience of key-personnel	40								
Maximum possible score for functionality	100								

Clause	Wording
	Note: Where the entity tendering is a joint venture, a score for track record will be awarded to each party to the joint venture which will then be combined in proportion to the percentage contribution of each party to the joint venture. Experience of key personnel: The work required in terms of this project is considered to require considerable expertise and it is essential that suitably qualified and experienced personnel be assigned to this project. It would be extremely advantageous if the key personnel to be directly involved with this contract have relevant experience related to similar successfully completed projects and particular fields of specialization. Tenderers must complete Schedule 1C, T2 Returnable Schedules, for the key personnel identified for each listed position to point out similar successfully completed projects and experience that is relevant to this project for each of the key personnel indicated based upon which up to 40 points for functionality will be awarded to the tenderer under consideration (see Part C4 for criteria of points allocation) in this regard. Note:The key personnel to be used in this regard will be subject to the approval of the Employer prior to the commencement date of the contract. Should any of the persons identified in Schedule 1C, T2 Returnable Schedules, not be available for the position which they are indicated for, then a suitable candidate with equal or superior tertiary qualification and/or relevant experience than that of the person which he/she replaces shall be used for every such position. The scoring sheets that will be used to evaluate the functionality submissions are included as Part C4: Functionality Evaluation Form. Tenderers are advised to carefully study these sheets to ensure that the correct information in this regard is provided in the relevant schedules, T2 Returnable Schedules, of their tender offers. These sheets only serve as an indication to the tenderers on the methods and points criteria that will apply to the evaluation of functionality of their tender offers. The sheets will be completed by the Engineer or the Engineer's representative based on the information supplied in the relevant schedules, T2 Returnable Schedules, prior to tender evaluation. Tenderers that fail to supply the information requested in any of these schedules and in the specific format with their tender offers will score <u>NO</u> eligibility points in the particular regard.
C.2.7	There will be no tender clarification meeting. Technical queries relating to this tender may be addressed to Mr Wietsché Snyman, Tel No. 021 912 3000, Fax No. 021 912 3222, e-mail wiets.s@ixengineers.co.za. Administrative queries relating to this tender may be addressed to Mr Sabelo Ngconcolo, Tel 023 615 8000, e-mail sngcongolo@langeberg.gov.za.
C.2.12	If, a tenderer wishes to submit an alternative offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent. Calculations, drawings and all other pertinent technical information and characteristics, as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficiency of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal. Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements. The modified Pricing Data must include an amount equal to 5% of the amount tendered for

Clause	Wording
	the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.
C.2.13.3	Parts of each tender offer communicated on paper shall be submitted as an original.
C.2.13.5	The Employer's address for delivery of tender offers and identification details to be shown on each tender offer are: Location of tender box: Langeberg Municipal Offices, Ashton Physical address: 28 Main Street, Ashton, 6715 Identification details: TENDER NO. T42/2022: SUPPLY AND INSTALLATION OF TELEMETRY AND SCADA SYSTEMS, BONNIEVALE
C.2.13 / C.3.5	A two-envelope procedure will not be followed.
C.2.13.10	<i>Add the following subclause:</i> By signing the offer part of C1.1 Form of Offer and Acceptance the tenderer declares that all information provided in the tender submission is true and correct.
C.2.14	All items indicated in the bill of quantities must be priced. The tender amount must therefore cover the total scope of work requested.
C.2.15	The closing time for submission of tender offers is: 12:00 on Friday 24 June 2022. Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
C.2.16	The tender offer validity period is ONE HUNDRED AND TWENTY (120) calendar days.
C.2.17	Add the following: A tender will be rejected as non-responsive if the tenderer fails to provide any clarification requested by the employer, within the time for submission stated in the Employer's written request for such clarification. A tender may be rejected if the unit rates or lump sums for some of the items in the Bill / Schedule of Quantities are, in the opinion of the Employer, unreasonable or out of proportion, and the tenderer fails, within a period of seven days of having been notified in writing by the Employer to justify any specific rates or lump sums (i.e. to provide a financial breakdown of how such rates or sums were obtained) or to adjust the unit rates or lump sums for such items while retaining the total of the prices unchanged.
C.2.19	Add the following Access shall be provided for the following inspections, tests and analyses: All inspections, tests and analyses deemed necessary by the Engineer to enable him to verify the quality of work done.
C.2.23	The tenderer is required to submit the following certificates with his tender: A Tax Compliance Status Pin issued by the South African Revenue Services and municipal accounts of the company and all shareholders. These documents are compulsory and failure to submit might result in the tender been rejected.
C.3.2	Issue addenda <i>Add the following to C.3.2:</i> Notwithstanding any requests for confirmation of receipt of Addenda issued, the tenderer shall be deemed to have received such addenda if the employer can show proof of transmission thereof (or a notice in respect thereof) via electronic mail, facsimile or registered post.
C.3.4	The time and location for opening of the tender offers are: Time: Directly after closing date and time

Clause	Wording
	Location: Langeberg Municipality, 28 Main Street, Ashton, 6715.
C.3.11	The procedure for the evaluation of responsive tenders is indicated in the Preferential Procurement Regulations.
C.3.13	The Employer reserves the right to scale down on the Scope of Work in order for the tender value to fit into available budget.
C.3.13.1	Responsiveness Criteria: Tender offers will only be accepted, as per T1.2-2.14 and on condition that: a) the offer section of the "Form of offer and acceptance" (Part C1.1) is fully completed and signed. b) the tenderer submitted with his tender a Valid Tax Compliance Status Pin as issued by the South African Revenue Services; c) the tenderer is not in arrears for more than three (3) months with municipal rates and taxes and municipal service charges; d) the tenderer or any of its directors is not listed in the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; e) the tenderer has not abused the Employer's Supply Chain Management System nor failed to perform on any previous contract;
C.3.17	The number of paper copies of the signed contract to be provided by the Employer is one (1).

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PART T2 : RETURNABLE DOCUMENTS
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T2.1 List of Returnable Documents

T2.2 Returnable Schedules

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T2.1 : LIST OF RETURNABLE DOCUMENTS

The following documents are to be completed and returned as they constitute the tender. Whilst many of the returnables are required for the purpose of evaluating the tenders, some will form part of the subsequent contract, as they form the basis of the tender offer. For this reason, it is very important that tenderers return **all information requested**.

**1. RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES
(included hereafter for completion)**

Schedule : 1A	Authority for Signatory
Schedule : 1B	Compulsory Enterprise Questionnaire
Schedule : 1C	Experience of Key-Personnel
Schedule : 1D	Declaration Concerning Fulfillment of the Construction Regulations, 2014
Schedule : 1E	Availability of Resources
Schedule : 1F	Previous Experience on Contracts of a Similar Value and Nature, including Reference Letters
Schedule : 1G	Estimated Monthly Cash-flow
Schedule : 1H	Schedule of Proposed Subcontractors
Schedule : 1I	Joint Venture Disclosure Form
Schedule : 1J	Contractor's Information
Schedule : 1K	Declaration in terms of the MFMA in terms of Municipal Rates & Services
Schedule : 1L	Preference Points Claim Form (MBD 6.1)
Schedule : 1M	Declaration Certificate for Local Production and Content (MBD 6.2)
Schedule : 1N	Declaration of Interest (MBD 4)
Schedule : 1O	Declaration of Bidders Past Supply Chain Management Practices (MBD 8)
Schedule : 1P	Certificate of Independent Bid Determination (MBD9)
Schedule : 1Q	Financial Bank Rating Verification
Schedule : 1R	CPF1: Contract Participation Schedule – Targeted Enterprises and CPF2: Contract Participation Schedule – Targeted Labour
Schedule : 1S	Code of Conduct for Suppliers
Schedule : 1T	ICASA Certificate for proposed digital radios

2. OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

Schedule : 2A	Certificate of Attendance at Clarification Meeting
Schedule : 2B	Documents of Incorporation
Schedule : 2C	SARS TCS PIN
Schedule : 2D	Certificate Copy of B-BBEE Certificate

**3. RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT
(to be attached with submission)**

Schedule : 3A Record of Addenda to Tender Documents

**4. OTHER SCHEDULES AND AFFIDAVITS THAT WILL BE INCORPORATED INTO THE
CONTRACT (included hereafter for completion)**

C1.1 : Form of Offer and Acceptance

C1.2 : Contract Data (Part 1 & 2)

C1.3 : Form of Performance Security (Pro Forma)

C1.4 : Form of Retention Money Guarantee (Pro Forma)

C2.1 : Pricing Instructions

C2.2 : Bills of Quantities

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SCHEDULE 1A: AUTHORITY FOR SIGNATORY

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation

A. Certificate for Company

I,, chairperson of the board of directors of
....., hereby confirm that by resolution of the board
(copy attached) taken on 20..., Mr/Ms
acting in the capacity of, was authorized to sign all documents in
connection with this tender for contract and any contract resulting from it on behalf of the
company.

As witnesses :

1. Chairman :
2. Date :
Tenderers must attach a copy of the Resolution of the Board.

B. Certificate for Partnership

We, the undersigned, being the key partners in the business trading as
..... hereby authorize Mr/Ms,
acting in the capacity of to sign all documents in connection
with the tender for Contract and any contract resulting from it on
our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE : This certificate is to be completed and signed by all of the key partners upon whom rests
the direction of the affairs of the Partnership as a whole

C. Certificate for Joint Venture

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

This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY
Lead partner		

D. Certificate for Sole Proprietor

I, hereby confirm that I am the sole owner of the business trading as

As witnesses:

1. _____ Signature : Sole owner : _____
2. _____ Date : _____

E. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as hereby authorize Mr/Ms acting in the capacity of, to sign all documents in connection with the tender for Contract and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be completed and signed by all of the key-partners upon who rests the direction of the affairs of the Partnership as a whole.

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SCHEDULE 1B: COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record of service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

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

If any of the above boxes are marked, disclose the following: (insert separate page if necessary)

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months

* Insert separate page if necessary

Section 7: Record of spouses, children and parents in the service of the state

2022-06-08/P07878T04E.DOC/VJ(wietsché snyman (cape town))

Returnable Schedules

T2.2 - 5

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

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

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

* Insert separate page if necessary

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise:

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed _____ Date _____

Name _____ Position _____

Enterprise name _____

LANGEBERG MUNICIPALITY

SUPPLY AND INSTALLATION OF TELEMETRY AND SCADA SYSTEMS, BONNIEVALE

TENDER NO : T42/2022

PROJECT REF NO : P07878

SCHEDULE 1C : EXPERIENCE OF KEY-PERSONNEL

The tenderer shall set out in the tables hereafter details of the relevant experience in similar successfully completed projects of the persons identified for each listed position.

Similar projects relate to SCADA, Instrumentation and telemetry.

CONTRACT'S MANAGER				
Contact and Client	NAME: _____ EXPERIENCE (YEARS): _____ (ATTACH CV)			
	Project Description	Position held	Value of work (Incl. VAT) (R million)	Year completed

GENERAL FOREMAN				
Contact and Client	NAME:			
	EXPERIENCE (YEARS):			
	(ATTACH CV)			
	Project Description	Position held	Value of work (Incl. VAT) (R million)	Year completed

Signed

Date

Name

Position

Tenderer

LANGEBERG MUNICIPALITY

SUPPLY AND INSTALLATION OF TELEMETRY AND SCADA SYSTEMS, BONNIEVALE

TENDER NO : T42/2022

PROJECT REF NO : P07878

**SCHEDULE 1D : DECLARATION CONCERNING FULFILMENT OF
THE CONSTRUCTION REGULATIONS, 2014**

In terms of regulation 5(1) of the Construction Regulations, 2014 (hereinafter referred to as the Regulations), promulgated on 7 February 2014 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) the Employer shall not appoint a contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

Tenderers shall answer the questions below:

1. I confirm that I am fully conversant with the Regulations and that my company has (or will acquire/procure) the necessary competencies and resources to timeously, safely and successfully comply with all of the requirements of the Regulations.

(Tick)

YES	
NO	

2. Indicate which approach shall be employed to achieve compliance with the Regulations.

(Tick)

Own resources, competent in terms of the Regulations (refer to 3 below)	
Own resources, still to be hired and/or trained (until competency is achieved)	
Specialist subcontract resources (competent) - Specify:	
.....	
.....	
.....	
.....	
.....	
.....	

3. Provide details of proposed key persons, competent in terms of the Regulations, who will form part of the Contract team as specified in the Regulations (CVs to be attached):

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

.....

4. Provide details of proposed training (if any) that will be undergone:

.....

.....

.....

.....

.....

.....

5. List potential key risks identified and measures for addressing risks:

.....

.....

.....

.....

.....

.....

6. I have fully included in my tendered rates and prices (in the appropriate payment items provided in the Schedule of Quantities) for all resources, actions, training and any other costs required for the due fulfilment of the Regulations for the duration of the construction and defects repair period

(Tick)

YES	
NO	

SIGNATURE OF PERSON(S) AUTHORISED TO SIGN THIS TENDER:

1. ID NO:

(Name in Print):

2. ID NO:

(Name in Print):

LANGEBERG MUNICIPALITY

SUPPLY AND INSTALLATION OF TELEMETRY AND SCADA SYSTEMS, BONNIEVALE

TENDER NO : T42/2022

PROJECT REF NO : P07878

SCHEDULE 1E : AVAILABILITY OF RESOURCES

The tenderer shall set out in the tables hereafter details of the relevant items and/or equipment available for this project.

Details of equipment **owned** by the tenderer that will be utilized for this project.

Quantity	Description, Size, Capacity, etc

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

LANGEBERG MUNICIPALITY

SUPPLY AND INSTALLATION OF TELEMETRY AND SCADA SYSTEMS, BONNIEVALE

TENDER NO : T42/2022

PROJECT REF NO : P07878

**SCHEDULE 1F : PREVIOUS EXPERIENCE ON CONTRACTS
OF THE SAME VALUE AND NATURE**

The tenderer shall insert in the spaces provided below a list of the tenderer's past work experience in terms of similar successfully completed projects. The value and scale of the projects indicated for these purposes must be supplied together with any other relevant information requested. **Reference Letters, signed by the relevant employer/client, is required for all previous experience claimed.**

Employer (Name and Contact No.)	Consulting Engineer (Name and Contact No.)	Similar projects (Tenderer needs to identify the type of work in a short description)	Value of Work (incl. VAT) (R million)	Date completed (Month and Year)

Attach Reference Letters to this page

Signed Date

Name Position

Tenderer

LANGEBERG MUNICIPALITY

SUPPLY AND INSTALLATION OF TELEMETRY AND SCADA SYSTEMS, BONNIEVALE

TENDER NO : T42/2022

PROJECT REF NO : P07878

SCHEDULE 1G : ESTIMATED MONTHLY CASH-FLOW

The Tenderer shall state below the estimated value of work to be completed every month, based on his preliminary programme and his tendered unit rates.

The amounts for Contingencies and Contract Price Adjustment must not be included. The Tenderer must make note of any cash-flow restrictions.

MONTH	VALUE
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
TOTAL	

Signed

Date

Name

Position

Tenderer

LANGEBERG MUNICIPALITY

SUPPLY AND INSTALLATION OF TELEMETRY AND SCADA SYSTEMS, BONNIEVALE

TENDER NO : T42/2022

PROJECT REF NO : P07878

SCHEDULE 1H : SCHEDULE OF PROPOSED SUBCONTRACTORS

We notify you that it is our intention to employ the following Subcontractors to work on this contract.

If we are awarded the contract we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us

No.	Name and Address of Proposed Subcontractor	Nature and Extent of Work	Previous Experience with Subcontractor
1.			
2.			
3.			
4.			
5.			
6.			
7.			

Signed

Date

Name

Position

Tenderer

LANGEBERG MUNICIPALITY

SUPPLY AND INSTALLATION OF TELEMETRY AND SCADA SYSTEMS, BONNIEVALE

TENDER NO : T42/2022

PROJECT REF NO : P07878

SCHEDULE 1I: JOINT VENTURE DISCLOSURE FORM

GENERAL

- i) Refer Scope of Works: Paragraph C3.1.1
- ii) All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be used and attached to the original documents.
- iii) A copy of the joint venture agreement must be attached to this form, in order to demonstrate the Affirmable, Joint Venture Partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details relating to:
 - a) the contributions of capital and equipment
 - b) work items to be performed by the Affirmable Joint Venture Partner's own forces
 - c) work items to be performed under the supervision of the Affirmable Joint Venture Partner.
- iv) Copies of all written agreements between partners concerning the contract must be attached to this form including those, which relate to ownership options and to restrictions/limits regarding ownership and control.
- v) ABE partners must complete ABE Declaration Affidavits.

1. JOINT VENTURE PARTICULARS

- a) Name
- b) Postal address
.....
.....
- c) Physical address
.....
.....
- d) Telephone
- e) Fax

2. IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER

2.1(a) Name of Firm

Postal Address

Physical Address

Telephone

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements

.....

2.2(a) Name of Firm

Postal Address

Physical Address

Telephone

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements

.....

(Continue as required for further non-Affirmable Joint Venture Partners)

3. IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER

3.1(a) Name of Firm

Postal Address

Physical Address

Telephone

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements

.....

3.2(a) Name of Firm

Postal Address

Physical Address

Telephone

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements

.....

3.3(a) Name of Firm

Postal Address

Physical Address

Telephone

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements

.....

(Continue as required for further non-Affirmable Joint Venture Partners)

4. BRIEF DESCRIPTION OF THE ROLES OF THE AFFIRMABLE JOINT VENTURE PARTNERS IN THE JOINT VENTURE

.....

.....

.....

5. OWNERSHIP OF THE JOINT VENTURE

a) Affirmable Joint Venture Partner ownership percentage(s) %

b) Non-Affirmable Joint Venture Partner ownership percentage(s) %

c) Affirmable Joint Venture Partner percentages in respect of *

(i) Profit and loss sharing

(ii) Initial capital contribution in Rand (R)

.....

.....

(*Brief descriptions and further particulars should be provided to clarify percentages).

(iii) Anticipated on-going capital contributions in Rand (R)

.....

.....

(iv) Contributions of equipment (specify types, quality, and quantities of equipment) to be provided by each partner.

.....

.....

6. RECENT CONTRACTS EXECUTED BY PARTNERS IN THEIR OWN RIGHT AS PRIME CONTRACTORS OR AS PARTNERS IN OTHER JOINT VENTURES

NON-AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)	
b)	
c)	
d)	
e)	

AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)	
b)	
c)	
d)	
e)	

7. CONTROL AND PARTICIPATION IN THE JOINT VENTURE

(Identify by name and firm those individuals who are, or will be, responsible for, and have authority to engage in the relevant management functions and policy and decision making, indicating any limitations in their authority e.g. co-signature requirements and Rand limits).

a) **Joint Venture cheque signing**

.....

.....

b) **Authority to enter into contracts on behalf of the Joint Venture**

.....

.....

c) **Signing, co-signing and/or collateralising of loans**

.....

.....

d) **Acquisition of lines of credit**

.....

.....

- e) **Acquisition of performance bonds**

.....

.....

- f) **Negotiating and signing labour agreements**

.....

.....

8. MANAGEMENT OF CONTRACT PERFORMANCE

(Fill in the name and firm of the responsible person).

- a) **Supervision of field operations**

.....

- b) **Major purchasing**

.....

- c) **Estimating**

.....

- d) **Technical management**

.....

9. MANAGEMENT AND CONTROL OF JOINT VENTURE

- a) **Identify the “managing partner”, if any**

.....

.....

.....

- b) **What authority does each partner have to commit or obligate the other to financial institutions, insurance companies, suppliers, subcontractors and/or other parties participating in the execution of the contemplated works?**

.....

.....

.....

c) Describe the management structure for the Joint Venture's work under the contract

MANAGEMENT FUNCTION / DESIGNATION	NAME	PARTNER*

(Fill in "ex Affirmable Joint Venture Partner" or "ex non-Affirmable Joint Venture Partner").

10. PERSONNEL

- (a) State the approximate number of operative personnel (by trade/function/discipline) needed to perform the Joint Venture work under the Contract.

TRADE/FUNCTION/ DISCIPLINE	NUMBER EX AFFIRMABLE JOINT VENTURE PARTNERS	NUMBER EX NON- AFFIRMABLE JOINT VENTURE PARTNERS

(Fill in "ex Affirmable Joint Venture Partner" or "ex non-Affirmable Joint Venture Partner").

- (b) Number of operative personnel to be employed on the Contract who are currently in the employ of partners.

- (i) Number currently employed by Affirmable Joint Venture Partners

.....

- (ii) Number currently employed by the Joint Venture

.....

- (c) Number of operative personnel who are not currently in the employ of the respective partner and will be engaged on the project by the Joint Venture

.....

- (d) Name of individual(s) who will be responsible for hiring Joint Venture employees

.....

.....

- (e) Name of partner who will be responsible for the preparation of Joint Venture payrolls

.....

.....

11. CONTROL AND STRUCTURE OF THE JOINT VENTURE

Briefly describe the manner in which the Joint Venture is structured and controlled.

.....

.....

.....

.....

.....

The undersigned warrants that he/she is duly authorised to sign this Joint Venture Disclosure Form and affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of the Joint Venture and the intended participation of each partner in the undertaking.

The undersigned further covenants and agrees to provide the Employer with complete and accurate information regarding actual Joint Venture work and the payment therefore, and any proposed changes in any provisions of the Joint Venture agreement, and to permit the audit and examination of the books, records and files of the Joint Venture, or those of each partner relevant to the Joint Venture, by duly authorised representatives of the Employer.

Signature

Duly authorised to sign on behalf of

Name

Address

Telephone

Date

Signature

Duly authorised to sign on behalf of

Name
Address
Telephone
Date
Signature
Duly authorised to sign on behalf of
Name
Address
Telephone
Date
Signature
Duly authorised to sign on behalf of
Name
Address
Telephone
Date
[Continue as necessary]

9. PREVIOUS CONTRACTS WITH COUNCIL (Last financial year only)

CONTRACT NO.			
APPROXIMATE VALUE	R	R	R

10. NAME AND ADDRESS OF AUDITORS/ACCOUNTING OFFICERS

NAME	
ADDRESS	
CODE	

11. PROFESSIONALS ATTACHED TO THE CONCERN WITH QUALIFICATIONS (Name and Qualification)

Initials	Qualifications	Surname
Initials	Qualifications	Surname

PART 2

12. NAMES AND NUMBERS OF DIRECTORS/PARTNERS/MEMBERS - % SHAREHOLDING

	Initials	Surname	ID Number	Sex	% Holding	*HDI
1.						YES/NO
2.						YES/NO
3.						YES/NO

4.						YES/NO
5.						YES/NO
6.						YES/NO
7.						YES/NO
8.						YES/NO

13. INDICATE ON WHICH DATE YOUR BUSINESS STARTED ITS CURRENT TYPE OF BUSINESS

*DEFINITION OF HISTORICALLY DISADVANTAGED INDIVIDUAL (HDI) MEANS A SOUTH AFRICAN CITIZEN.

- WHO, DUE TO THE APARTHEID POLICY THAT HAD BEEN IN PLACE, HAD NO FRANCHISE IN NATIONAL ELECTIONS PRIOR TO THE INTRODUCTION OF THE CONSTITUTION OF THE REPUBLIC OF SOUTH AFRICA, 1983 (ACT NO. 110 OF 1983) OR THE CONSTITUTION OF THE REPUBLIC OF SOUTH AFRICA, 1993 (ACT NO. 200 OF 1993) ("THE INTERIM CONSTITUTION") AND/OR

- WHO IS A FEMALE; AND/OR
- WHO HAS A DISABILITY.

PROVIDED THAT A PERSON WHO OBTAINED SOUTH AFRICAN CITIZENSHIP ON OR AFTER THE COMING INTO EFFECT OF THE INTERIM CONSTITUTION, IS DEEMED NOT TO BE A HDI.

I (FULL NAME) HEREBY CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT

.....
SIGNATURE

.....
DATE

(ADDITIONAL INFORMATION MAY BE ATTACHED IF NECESSARY.)

LANGEBERG MUNICIPALITY

SUPPLY AND INSTALLATION OF TELEMETRY AND SCADA SYSTEMS, BONNIEVALE

TENDER NO : T42/2022

PROJECT REF NO : P07878

**SCHEDULE 1K: DECLARATION IN TERMS OF THE MFMA
(ACT 56 OF 2003) IN TERMS OF MUNICIPAL RATES AND SERVICES**

NAME OF ENTERPRISE/TENDERER* :

I the undersigned, who warrants that he/she is duly authorized to do so on behalf of the abovementioned enterprise/tenderer, do hereby declare that, to the best of my knowledge, neither the enterprise nor any of its directors, members or partners has:

- a) failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months;
- b) failed, during the last five years, to perform satisfactorily on a previous contract with the Langeberg Municipality or any other organ of state after written notice was given to that tenderer that performance was unsatisfactory;
- c) abused the supply chain management system of the Langeberg Municipality or has committed any improper conduct in relation to this system;
- d) been convicted of fraud or corruption during the past five years;
- e) willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
- f) been listed with the Register of Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or has been listed on National Treasury's database as a person or juristic entity prohibited from doing business with the public sector.

I acknowledge that any misrepresentation in respect of this declaration may be regarded as reason to cancel any contract arising out of this tender.

SIGNED ON BEHALF OF ENTERPRISE/TENDERER:

DATE:

* where the entity tendering is a joint venture, each party to the joint venture must sign a declaration in terms of the Municipal Finance Management Act and attach it to this schedule

DOCUMENTARY EVIDENCE IN TERMS OF MOST RECENT GOOD STANDING WITH MUNICIPAL RATES AND TAXES AND SERVICE CHARGES SHALL BE ATTACHED TO THIS FORM.

LANGEORG MUNICIPALITY

SUPPLY AND INSTALLATION OF TELEMETRY AND SCADA SYSTEMS, BONNIEVALE

TENDER NO : T42/2022

PROJECT REF NO : P07878

SCHEDULE 1L: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017
--

MBD 6.1

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

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

1. GENERAL CONDITIONS

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

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

1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

	POINTS
1.3.1.1 PRICE	80
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	<u>20</u>
Total points for Price and B-BBEE must not exceed	100
1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.	
1.5 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.	

2. DEFINITIONS

- 2.1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad - Based Black Economic Empowerment Act;
- 2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“EME”** means any enterprise with an annual total revenue of R5 million or less .
- 2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

- 2.18 “trustee” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

- P_s = Points scored for comparative price of bid under consideration
 P_t = Comparative price of bid under consideration
 $P_{\min}$ = Comparative price of lowest acceptable bid

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

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

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

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

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

- 7.1 B-BBEE Status Level of Contribution: =(maximum of 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8 SUB-CONTRACTING

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

- 8.1.1 If yes, indicate:

- (i) what percentage of the contract will be subcontracted?.....%
- (ii) the name of the sub-contractor?.....
- (iii) the B-BBEE status level of the sub-contractor?
- (iv) whether the sub-contractor is an EME?..... **YES / NO** (delete which is not applicable)

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of firm:.....

9.2 VAT registration number:

9.3 Company registration number.....

9.4 Type of Company/ Firm

☐ Partnership/Joint Venture / Consortium

☐ One person business/sole propriety

☐ Close corporation

☐ Company

☐ (Pty) Limited

[TICK APPLICABLE BOX]

9.5 Describe Principal Business Activities

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

9.6 Company Classification

☐ Manufacturer

☐ Supplier

☐ Professional service provider

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

[TICK APPLICABLE BOX]

9.7 Municipal Information

Municipality where business is situated

.....

Registered Account Number

Stand Number

9.8 Total Number of Years the Company/Firm has been in Business?

.....

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution

WITNESSES:

1.

2.

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

DATE:

ADDRESS:

.....

.....

.....

LANGEBERG MUNICIPALITY

SUPPLY AND INSTALLATION OF TELEMETRY AND SCADA SYSTEMS, BONNIEVALE

TENDER NO : T42/2022

PROJECT REF NO : P07878

SCHEDULE 1M: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT
--

MBD 6.2

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as required in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

- 1.6. A bid may be disqualified if –
- (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
 - (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

2. Definitions

- 2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour and intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

3. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

Description of services, works or goodsStipulated minimum threshold

Two Way Radio Terminals and Associated Equipment	Radio Terminal	Fixed Station Radio	60%
--	----------------	---------------------	-----

4. Does any portion of the services, works or goods offered have any imported content?

(Tick applicable box)

YES		NO	
-----	--	----	--

- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za.

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct? (Tick applicable box)

YES		NO	
-----	--	----	--

- 5.1. If yes, provide the following particulars:

- (a) Full name of auditor: Practice number:
- (b) Telephone and cell number:
- (c) Email address:

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

6. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the Accounting Officer / Accounting Authority provide directives in this regard.

LOCAL CONTENT DECLARATION

(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BIDS NO. T42/2022

ISSUED BY: LANGE BERG MUNICIPALITY

NB

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),

do hereby declare, in my capacity as

of(name of bidder entity), the following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that

- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (ii) the declaration templates have been audited and certified to be correct.

(c) The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C;

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

ANNEXURE C					SATS 1286.2011				
Local Content Declaration – Summary Schedule									
(C1) Tender No.	T42/2022				NOTE: VAT to be excluded from all calculations				
(C2) Tender Description	Supply and Installation of Telemetry and SCADA Systems, Bonnievale								
(C3) Designated product(s)	Radio Terminal - Fixed Station Radio								
(C4) Tender Authority									
(C5) Name of Tendering Entity									
(C6) Tender Exchange Rate	Currency			Rate					
(C7) Specified local content %	60%								

Calculation of local content								Tender summary			
Tender Item No's	List of Items	Tender Price – each	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Quantity	Total tender value	Total exempted imported content	Total imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
E.1	Radio Terminal – Fixed Station Radio										
(C20) Total tender value											
(C21) Total Exempt imported content											
(C22) Total Tender value net of exempt imported content											
								(C23) Total Imported content			
								(C24) Total local content			
								(C25) Average local content % of tender			

SIGNATURE OF TENDERER AS PER LOCAL CONTENT DECLARATION

DATE

(C23) Total Imported content

(C24) Total local content

(C25) Average local content % of tender

ANNEXURE D	SATS 1286.2011
Imported Content Declaration – Supporting Schedule to Annexure C	

(D1)	Tender No.	T42/2022			
(D2)	Tender Description	Supply and Installation of Telemetry and SCADA Systems, Bonnievale			
(D3)	Designated product(s)				
(D4)	Tender Authority				
(D5)	Tendering Entity's Name				
(D6)	Tender Exchange Rate	Currency		Rate	

NOTE: VAT to be excluded from all calculations

A. Exempted imported content				Calculation of imported content					
Tender item no's	Description of imported content	Local supplier	Overseas supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)

Summary	
Tender Quantity	Exempted imported value
(D17)	(D18)

(D19) Total exempt imported value

This total must correspond with Annex C – C21

B. Imported directly by the Tenderer				Calculation of imported content					
Tender item no's	Description of imported content	Unit of measure	Overseas supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)

Summary	
Tender Quantity	Total imported value
(D30)	(D31)

(D32) Total imported value by tenderer

Imported Content Declaration – Supporting Schedule to Annexure C

NOTE: VAT to be excluded from all calculations

C. Imported by a 3 rd party and supplied to the Tenderer				Calculation of imported content						Summary	
Description of imported content	Unit of measure	Local supplier	Overseas supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
(D45) Total imported value by 3 rd party											

D. Other foreign currency payments			Calculation of foreign currency payments		Summary of Payments	
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender rate of exchange	Local value of payments	
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)	
(D52) Total of foreign currency payments declared by tenderer and/or 3 rd party						
(D53) Total of imported content and foreign currency payments – (D32), (D45) and (D52) above						

SIGNATURE OF TENDERER AS PER LOCAL CONTENT DECLARATION

This total must correspond with Annex C – (C23)

DATE

ANNEX E	SATS 1286.2011
Local content Declaration – Summary Schedule	

(E1) Tender No.	T42/2022	NOTE: VAT to be excluded from all calculations
(E2) Tender Description	Supply and Installation of Telemetry and SCADA Systems, Bonnievale	
(E3) Designated product(s)	Radio Terminal - Fixed Station Radio	
(E4) Tender Authority		
(E5) Tendering Entity's Name		

LOCAL PRODUCTS (Goods, Services and Works)		
Description of items purchased	Local suppliers	Value
(E6)	(E7)	(E8)
(E9) Total local products (Goods, service and works)		

(E10) Manpower costs (Tenderer's own manpower cost)

(E11) Factory overheads (Rental, depreciation & amortization, utility costs, consumables, etc.)

(E12) Administration overheads and mark-up (Marketing, insurance, financing interest, etc.)

(E13) Total local content

This total must correspond with Annex C – C24

SIGNATURE OF TENDERER AS PER LOCAL CONTENT DECLARATION

DATE

LANGEBERG MUNICIPALITY

SUPPLY AND INSTALLATION OF TELEMETRY AND SCADA SYSTEMS, BONNIEVALE

TENDER NO : T42/2022

PROJECT REF NO : P07878

SCHEDULE 1N: DECLARATION OF INTEREST

MBD 4

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 2.1 Full Name of bidder or his or her representative:
.....
 - 2.2 Identity Number:
.....
 - 2.3 Position occupied in the Company (director, trustee, shareholder²):
.....
 - 2.4 Company Registration Number:
 - 2.5 Tax Reference Number:
 - 2.6 VAT Registration Number:
 - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) 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);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

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

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, 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:

.....

.....

.....

2.7.2 If you are presently employed by the state, did you obtain
YES / NO
the appropriate authority to undertake remunerative
work outside employment in the public sector?

2.7.2.1 If yes, did you attached proof of such authority to the bid
document?

(Note: Failure to submit proof of such authority, where
applicable, may result in the disqualification of the bid)

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....

.....

.....

2.8 Did you or your spouse, or any of the company's directors/ trustees / shareholders/ members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:
.....
.....
.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9. If so, furnish particulars.
.....
.....
.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.10.1 If so, furnish particulars.
.....
.....
.....

2.11 Do you or any of the directors / trustees /shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES / NO**

2.11.1 If so, furnish particulars:

.....

.....

.....

3 FULL DETAILS OF DIRECTORS / TRUSTEES / MEMBERS / SHAREHOLDERS.

Full Name	Identity Number	Personal Reference Number	Tax Number	State Number Number	Employee / Persal

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

LANGEBERG MUNICIPALITY
SUPPLY AND INSTALLATION OF TELEMETRY AND SCADA SYSTEMS,
BONNIEVALE

TENDER NO : T42/2022

PROJECT REF NO : P07878

**SCHEDULE 10: DECLARATION OF BIDDER'S PAST SUPPLY
CHAIN MANAGEMENT PRACTICES**

MBD 8

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
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 ☐	No ☐

Item	Question	Yes	No
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 ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
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 ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

LANGEBERG MUNICIPALITY

**SUPPLY AND INSTALLATION OF TELEMETRY AND SCADA SYSTEMS,
BONNIEVALE**

TENDER NO : T42/2022

PROJECT REF NO : P07878

SCHEDULE 1P: CERTIFICATE OF INDEPENDENT BID DETERMINATION

MBD 9

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *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:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

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 OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;

- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
- (f) bidding with the intention not to win the bid.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

LANGEBERG MUNICIPALITY

**SUPPLY AND INSTALLATION OF TELEMETRY AND SCADA SYSTEMS,
BONNIEVALE**

TENDER NO : T42/2022

PROJECT REF NO : P07878

SCHEDULE 1Q : FINANCIAL BANK RATING VERIFICATION

The Tenderer shall provide accurate information as requested below for financial bank rating verification purposes and obtain a bank rating certificate from the Tenders bank and include the certificate in the tender submission.

As described in the tender data, Clause C.2.1, only those tenderers with a financial minimum bank rating of C or better will be eligible to submit tenders.

1.	BANK	
2.	ACCOUNT NUMBER	
3.	ACCOUNT NAME	
4.	TENDER AMOUNT	
5.	CONSTRUCTION PERIOD (MONTHS)	

Attach Bank Rating Letters to this page

Signed

Date

Name

Position

Tenderer

LANGEBERG MUNICIPALITY

**SUPPLY AND INSTALLATION OF TELEMETRY AND SCADA SYSTEMS,
BONNIEVALE**

TENDER NO : T42/2022

PROJECT REF NO : P07878

**SCHEDULE 1R: CPF1: CONTRACT PARTICIPATION SCHEDULE – TARGETED
ENTERPRISES AND**

CPF2: CONTRACT PARTICIPATION SCHEDULE – TARGETED LABOUR

CPF1 : Contract Participation Schedule - Targeted Enterprises

1 DEFINITIONS

The definitions which shall apply to this schedule are specified in Part 4 of the **Targeted Construction Procurement Specifications** included in C3.3 Procurement in the Scope of Works.

PSCP 2.12 Supplier

For the purposes of this Contract: **Materials suppliers, service providers and sub-contractors located in the Langeberg Municipal area shall be considered a Targeted Enterprise.**

PSCP 2.13 Target Area

For this Contract the following geographical Target Areas shall apply:

1. The geographical area located within a radius of 30 km of the centroid of the contract Site of the Works – Local Area: Bonnievale.
2. The geographical area, excluding Target Area 1, located within the boundaries of the Langeberg Municipal area.
3. The geographical area, excluding Target Areas 1 and 2, located within the Western Cape Province.

PSCP 2.14 Targeted Enterprise

For this contract, Targeted Enterprises shall be any business located in the Langeberg Municipal area shall be considered a Targeted Enterprise.

2 CONDITIONS ASSOCIATED WITH TARGETED CONSTRUCTION PROCUREMENT

The Tenderer, undertakes to:

- 1) engage Targeted Enterprises in accordance with the provisions of the Construction Procurement Specifications included in Part 4 of C3.3 : Procurement in the Scope of Works and details given in Section 3 hereunder;
- 2) deliver to the Employer, within 5 working days of being requested in writing to do so, a completed Contract Participation Goal Implementation Plan to satisfy Contract Participation Goal undertakings;
- 3) accept the sanctions set out in Section 4 below should such conditions be breached;
- 4) complete the Tender Preference Claim Form contained in Section 5 below; and
- 5) complete the Supporting Contract Participation Goal Calculation (Annex A) contained in this schedule.

3 CONTRACT REQUIREMENTS

PSCP 3.1 Contract Participation Goal

For this Contract the minimum Contract Participation Goals, calculated as a percentage of the Net Amount (Tender Sum excluding VAT less allowances (contingencies, CPA / escalation)), set by the Employer are.

Contract Participation Goal for Targeted Enterprises	Target Area	CPG ¹ min	Minimum set by Employer
Total for Subcontractors CPF1 Annex A 2	1 or 2	CPG1 ^E min	0 %
Total for Suppliers, Manufacturers CPF1 Annex A 6	1 or 2	CPG1 ^S min	0 %

4. SANCTIONS

Achievement towards the tendered Contract Participation Goal (CPG) will be monitored against the individual contributions for targeted enterprises. Achievement shall be measured on a month by month basis against each of the individual tendered CPG targets. Penalties shall be applied as outlined hereinafter calculated according to the shortfall of **each of the individual** tendered CPG targets upon completion of the contract.

In the event that the Contractor fails to substantiate that any failure to achieve each individual Contract Participation Goal (CPG) relating to the tendered target goal was due to quantitative under, the elimination of items, or any other reason beyond the Contractor's control which may be acceptable to the Employer, the Contractor shall pay to the Employer penalties (P) in an amount determined in accordance with the following formula :

$$P = \frac{0,50 \times (D - Do)}{100} \times NA$$

Where D = tender minimum Contract Participation Goal (CPG) percentage set by the Employer.

Do = the Contract Participation Goal (CPG) which the Employer's Representative, based on the credits passed, certifies as being achieved upon completion of the Contract.

NA = Net Amount

P = Rand value of penalty payable

5 TENDER PREFERENCE CLAIM IN RESPECT OF TARGETED ENTERPRISES

I / we understand that tenders that do not meet each of the individual minimum Contract Participation Goal (CPG¹_{min}) targets set by the Employer will not be considered (not applicable if minimum percentage specified is 0%).

I / we hereby undertake to meet the minimum Contract Participation Goal (CPG¹) set by the Employer in respect of Targeted Enterprises, in accordance with the provisions of the Construction Procurement Specifications included in Part 4 of C3.3 : Procurement in the Scope of Works and details given in Section 3 of this Schedule above.

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the firm or sole proprietor confirms that he / she understands the conditions under which such credits are granted and confirms that the tenderer satisfies the conditions pertaining to the granting of contract participation.

Signature :

Name :

Duly authorized to sign on behalf of :

.....

Telephone :

Fax : Date :

SUPPORTING CONTRACT PARTICIPATION GOAL CALCULATION

(Annex A: Tendered contract participation goal calculation is provided overleaf)

CPF1

Annex A

(Informative)

Tendered contract participation goal calculation

NOTE: This annex may be used by tenderers to calculate their expected contract participation goal for a given contract. Employers may use this annex to assist them in understanding how the tenderer intends fulfilling his contract participation goal obligations in the performance of the contract.

A.1 Tender Parameters

Sum tendered (exclusive of any value added tax or sales tax required by law)

Less all allowances (contingencies, contract price adjustment (CPA))

Net amount

--

1

NOTE The contract participation goal is based on the net amount.

A.2 Achieving the contract participation goal

I/We intend achieving the contract participation goal (CPG¹) by means of the following:

(Tick the box(es) which are applicable):

Table 1 ☐ by awarding contracts to Targeted Enterprises - **Subcontractors**

A.3 Implementation proposal summary

Complete the following in respect of each selected table on pages overleaf.

A.3.1 Table 1: By awarding contracts to Targeted Enterprises - Subcontractors

SUBCONTRACTORS *Provide names and details.*

SUBCONTRACTORS	ALL Subcontractors	
Name of targeted enterprises <i>Provide names / details</i>	Estimated value of contracts to be awarded to targeted enterprises	
Total Estimated Value TV towards CPG		TV
Total Value TV as % of Net Amount 1 $100 \times TV / 1$		

Note: The estimated value is the financial value of the contract which the targeted enterprise is responsible;

and which the targeted enterprise performs using his own resources or resources hired by him independently.

CPF2: Contract Participation Schedule - Targeted Labour

1 DEFINITIONS

The definitions which shall apply to this schedule are specified in Part 4 of the **Targeted Construction Procurement Specifications** included in Section 5 Procurement in the Scope of Works.

PSCP 2.13 Target Area

For this Contract the following geographical Target Areas shall apply:

1. The geographical area located within a radius of 30 km of the centroid of the contract Site of the Works – Local Area: Bonnievale
2. The geographical area, excluding Target Area 1, located within the boundaries of the Langeberg Municipal area.
3. The geographical area, excluding Target Areas 1 and 2, located within the Western Cape Province.

PSCP 2.15 Targeted Labour

The definition of Targeted Labour is given in Part 4 of the Construction Procurement Specifications in C3.3 Procurement in the Scope of Works as indicated above.

The following individuals are defined as **the target group for this Contract**:

South African citizens who permanently reside within the boundaries of Target Area 1 as specified. It is incumbent on individuals defined as Targeted Labour to demonstrate their claims to such residency on the basis of identification and association with and recognition by members of the community residing within the aforementioned area. It is incumbent on individuals to provide evidence of qualifying for the target groups.

For this Contract the following Labour subcategories shall apply:

Subcategory 1. Women.

Subcategory 2. Youth (age 18 – 35 years)

Targeted labour does **not** include the permanent labour workforce of the Contractor or his subcontractors.

2 CONDITIONS ASSOCIATED WITH TARGETED CONSTRUCTION PROCUREMENT

The Tenderer, undertakes to:

- (1) engage Targeted Labour in accordance with the provisions of the Construction Procurement Specifications included in Part 3 of C3.3 : Procurement in the Scope of Works and details given in Section 3 hereunder;
- (2) deliver to the Employer, within 5 working days of being requested in writing to do so, a completed Contract Participation Goal Implementation Plan to satisfy Contract Participation Goal undertakings;
- (3) accept the sanctions set out in Section 4 below should such conditions be breached;
- (4) complete the Tender Preference Claim Form contained in Section 5 below; and
- (5) complete the Supporting Contract Participation Goal Calculation (Annex B) contained in this schedule.

3 CONTRACT REQUIREMENTS

PSCP 3.1 Contract Participation Goal

For this Contract the minimum Contract Participation Goals, calculated as a percentage of the Net Amount (Tender Sum excluding VAT less allowances (contingencies, CPA / escalation)), set by the Employer are.

Contract Participation Goal for Targeted Labour	Target Area	CPG ² min	Minimum set by Employer
Total for Targeted Labour CPF2 Annex B 2	1	CPG ² min	0 %

4. SANCTIONS

Achievement towards the tendered Contract Participation Goal (CPG) will be monitored against the individual contributions for targeted labour. Achievement shall be measured on a month by month basis against each of the individual tendered CPG targets. Penalties shall be applied as outlined hereinafter calculated according to the shortfall of **each of the individual** tendered CPG targets upon completion of the contract.

In the event that the Contractor fails to substantiate that any failure to achieve each individual Contract Participation Goal (CPG) relating to the tendered target goal was due to quantitative under runs, the elimination of items, or any other reason beyond the Contractor's control which may be acceptable to the Employer, the Contractor shall pay to the Employer penalties (P) in an amount determined in accordance with the following formula :

$$P = 0,50 \times \frac{(D - Do)}{(100)} \times NA$$

Where D = tender minimum Contract Participation Goal (CPG) percentage set by the Employer.

Do = the Contract Participation Goal (CPG) which the Employer's Representative, based on the credits passed, certifies as being achieved upon completion of the Contract.

NA = Net Amount

P = Rand value of penalty payable

5 TENDER PREFERENCE CLAIM IN RESPECT OF TARGETED LABOUR

I / we understand that tenders that do not meet each of the individual minimum Contract Participation Goal (CPG²_{min}) targets set by the Employer will not be considered (not applicable if minimum percentage specified is 0%).

I / we hereby undertake to meet the minimum Contract Participation Goal (CPG²_{min}) set by the Employer in respect of Targeted Labour, in accordance with the provisions of the Construction Procurement Specifications included in Part 3 of C3.3 : Procurement in the Scope of Works and details given in Section 3 of this Schedule above.

I/We understand that I/we am/are required to achieve at least the minimum Targeted Labour Goal set by the Employer, by employing labour resident in the local area as defined in the Scope of Work.

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the firm or sole proprietor confirms that he / she understands the conditions under which such credits are granted and confirms that the tenderer satisfies the conditions pertaining to the granting of contract participation.

Signature :

Name :

Duly authorized to sign on behalf of :

.....

Telephone :

Fax : Date :

SUPPORTING CONTRACT PARTICIPATION GOAL CALCULATION

(Annex B: Tendered contract participation goal calculation is provided overleaf)

Annex B

(Informative)

Tendered contract participation goal calculation

NOTE: This annex may be used by tenderers to calculate their expected contract participation goal for a given contract. Employers may use this annex to assist them in understanding how the tenderer intends fulfilling his goal obligations in the performance of the contract.

B.1 Tender Parameters

Sum tendered (exclusive of any value added tax or sales tax required by law)

Less all allowances (contingencies, contract price adjustment (CPA))

Net amount

--

1

NOTE The contract participation goal is based on the net amount.

B.2 Achieving the contract participation goal

I/We intend achieving the contract participation goal (CPG ²) by providing work for local labourers.

B.3 Implementation proposal summary

Complete the following table:

TARGETED LABOUR	ALL Targeted Labour
Activities in which targeted labour will be engaged Provide details	Estimated expenditure on wages and allowances
Total Estimated Value TV towards CPG	
Total Value as % of Net Amount 1 $100 \times TV / 1$	

TV

Note: Wages and allowances includes actual monies paid to employees and does not include for cost to company

LANGEBERG MUNICIPALITY

SUPPLY AND INSTALLATION OF TELEMETRY AND SCADA SYSTEMS, BONNIEVALE

TENDER NO : T42/2022

PROJECT REF NO : P07878

SCHEDULE 1S: CODE OF CONDUCT FOR SUPPLIERS

Langeberg Municipality is strongly committed in observing the highest ethical standards in all its procurement activities. As such, this Code of Conduct for Suppliers has been prepared to provide clear summary of Langeberg Municipality expectation from the suppliers in all procurement dealings, ensuring that internationally recognized procurement ethics are followed. Transparency and accountability should be strictly adhered to in all procurement activities.

Langeberg Municipality procurement ethics focuses on **zero tolerance on corruption, avoiding any form of interest and honest representation of supplier's capabilities.**

Suppliers are strongly urged to familiarize themselves with this Code of Conduct to ensure successful working relations with Langeberg Municipality.

Policy on Corruption and Position on Conflict of Interest

Langeberg Municipality expects all contracted suppliers and companies seeking to sell goods and services to conduct their business in accordance with the highest ethical standards. Suppliers or potential suppliers must strictly comply with all rules and regulations on bribery, corruption and avoid unacceptable business practices. Hence suppliers are expected to observe the following:

- Shall not, directly or indirectly, offer, give or agree or promise to give to any Langeberg Municipality staff any gratuity for the benefit of/or at the direction or request of any Staff or Langeberg Municipality;
- To immediately inform the Langeberg Municipality in the event that any Staff or Langeberg Municipality solicits or obtained or has made an attempt to obtain gratification for himself/herself or for any other persons.
- To immediately declare if any of the Company's staff and/or officers had or have any relative employed with Langeberg Municipality. Failure to make such declaration shall be construed as a conflict of interest and might result in the exclusion of the supplier from present and future procurement activities and/or other legal action as deemed fit by the Organization.

Representation from Suppliers

Langeberg Municipality expects all its suppliers to honestly declare and warrant that:

- It will comply with all rules, regulations and statutory requirements relating to the provision of the products/services to Langeberg Municipality;
- It will not act in concert with other suppliers or agents when participating in a bid;

- It is a duly authorized/certified provider of the supplied products/services and shall not, expressly or impliedly hold itself out to be an agent/representative of a third party provider of the same products/services;
- It will only supply products that are certified to be of merchantable and satisfactory quality;
- The supplier possesses the necessary capabilities, equipment and suitable place of business to perform its obligations;
- It shall not contract out or subcontract or outsource any portion of the products/services unless prior written consent from Langeberg Municipality has been obtained; and
- It shall maintain the highest standards of integrity and quality of work at all times.

Applicability of the Code of Conduct

This Code of Conduct shall apply to all Suppliers, sub-contractors and to other entities acting behalf of them (approval of Langeberg Municipality).

Monitoring compliance to the Code of Conduct

To facilitate the monitoring of suppliers' compliance with this Code of Conduct, Langeberg Municipality expects suppliers to:

- Develop and maintain all necessary documentation to support compliance with the described standards; such documentation must be accurate and complete;
- Provide Langeberg Municipality representatives with access to relevant records, upon Langeberg Municipality request;
- Allow Langeberg Municipality representatives to conduct interviews with the supplier's employees and with management separately;
- Allow Langeberg Municipality representatives to conduct announced and unannounced site visits of supplier locations; and
- Respond promptly to reasonable inquiries from Langeberg Municipality representatives in relation to the implementation of the Code of Conduct.

Secure Communication Channels

Langeberg Municipality has established a secure communication channel to enable the suppliers to raise their concerns confidentially and responsibly. If the supplier has questions about the Code of Conduct or wishes to report a questionable behaviour or possible violation of the Code of Conduct, the Supplier is encouraged and should contact Langeberg Municipality at:

Municipal Manager

28 Main Road

Ashton

6715

or contact at mm@langeberg.gov.za;

Langeberg Municipality will not tolerate any retribution or retaliation by anyone against a concerned Supplier who has, in good faith, sought out advice or has reported questionable behaviour and/or a possible violation. Langeberg Municipality will take disciplinary action up to and including termination of contract for anyone who threatens or engages in retaliation, retribution or harassment of the concerned individual. Identities and contents of all information or complaints will be rated strictly confidential.

SANCTIONS

Breach of the Code of Conduct may result in actions being invoked against that suppliers, in addition to any contractual or legal remedies. The actions applied will depend on the nature and seriousness of the breach and on the degree of commitment shown by the supplier in breach to its obligations under the Code of Conduct. The range of actions to be imposed on the supplier includes but is not restricted to the following:

- Formal warnings – that the continued non-compliance will lead to more severe actions;
- Disclosure of nature of breach to all Langeberg Municipality subsidiaries and associate companies;
- Immediate termination of contract , without resource; and/or

ACKNOWLEDGEMENT AND ACCEPTANCE

This is to certify that I have fully read the Supplier's Code of Conduct attached. Having fully read and understood the completed requirement of this Supplier's Code of Conduct, I hereby commit myself and my company to serve this Code of Conduct and to fully comply with all of its principles. I also certify that I am authorized by my company to sign and accept this document in its behalf.

Supplier: _____

Address: _____

Representative: _____

Signature: _____

Date: _____

LANGEBERG MUNICIPALITY

SUPPLY AND INSTALLATION OF TELEMTRY AND SCADA SYSTEMS, BONNIEVALE

TENDER NO : T42/2022

PROJECT REF NO : P07878

SCHEDULE 1T: ICASA CERTIFICATE

The tenderer shall include a valid ICASA certificate for the digital radio that is proposed. Failure to include a valid ICASA certificates will result in the tender submission being deemed non-responsive.

Attach ICASA certificate to this page

Signed

Date

Name

Position

Tenderer

LANGEBERG MUNICIPALITY

SUPPLY AND INSTALLATION OF TELEMETRY AND SCADA SYSTEMS, BONNIEVALE

TENDER NO : T42/2022

PROJECT REF NO : P07878

SCHEDULE 2A : CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING

There will be no tender clarification meeting. Technical queries relating to this tender may be addressed to Mr Wietsché Snyman, Tel No. 021 912 3000, Fax No. 021 912 3222, e-mail wiets.s@ixengineers.co.za.

Administrative queries relating to this tender may be addressed to Mr Sabelo Ngconcolo, Tel 023 615 8000, e-mail sngcongolo@langeberg.gov.za.

LANGEBERG MUNICIPALITY

SUPPLY AND INSTALLATION OF TELEMETRY AND SCADA SYSTEMS, BONNIEVALE

TENDER NO : T42/2022

PROJECT REF NO : P07878

SCHEDULE 2B : DOCUMENTS OF INCORPORATION
--

The tenderer must attach to this page a certified copy of the certificate of incorporation of his/her company, close corporation or partnership. In the case of a joint venture between two or more firms, the tenderer shall attach a copy of the document of incorporation of the joint venture.

LANGEBERG MUNICIPALITY

SUPPLY AND INSTALLATION OF TELEMETRY AND SCADA SYSTEMS, BONNIEVALE

TENDER NO : T42/2022

PROJECT REF NO : P07878

SCHEDULE 2C : SARS TCS PIN

Tenderers must ensure that they are up-to-date with their payments of taxes.

The tenderer must attach to this page their Tax Compliance Status (TCS) Pin which the municipality can use to verify the tenderers tax status online.

In the case of a joint venture between two or more firms, the tenderer shall attach the Tax Compliance Status (TCS) Pin for each of the joint venture partners.

LANGEBERG MUNICIPALITY

SUPPLY AND INSTALLATION OF TELEMTRY AND SCADA SYSTEMS, BONNIEVALE

TENDER NO : T42/2022

PROJECT REF NO : P07878

SCHEDULE 2D: CERTIFIED COPY OF B-BBEE CERTIFICATE
--

The tenderer must attach to this page a certified copy of their B-BBEE certificate.

LANGEBERG MUNICIPALITY

SUPPLY AND INSTALLATION OF TELEMTRY AND SCADA SYSTEMS, BONNIEVALE

TENDER NO : T42/2022

PROJECT REF NO : P07878

SCHEDULE 3A : RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

LANGEBERG MUNICIPALITY

SUPPLY AND INSTALLATION OF TELEMETRY AND SCADA SYSTEMS, BONNIEVALE

TENDER NO : T42/2022

PROJECT REF NO : P07878

PART C1 : AGREEMENT AND CONTRACT DATA
--

- C1.1 Form of Offer and Acceptance**
- C1.2 Contract Data**
- C1.3 Form of Performance Security (Pro Forma)**
- C1.4 Form of Retention Money Guarantee (Pro Forma)**

LANGEBERG MUNICIPALITY

SUPPLY AND INSTALLATION OF TELEMETRY AND SCADA SYSTEMS, BONNIEVALE

TENDER NO : T42/2022

PROJECT REF NO : P07878

C1.1 : FORM OF OFFER AND ACCEPTANCE

1. OFFER

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

Contract No T42/2022: Supply and Installation of Telemetry and SCADA Systems, Bonnievale

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

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

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

.....

..... Rand (in words);

R (in figures) (or other suitable wording)

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 contractor in the conditions of contract identified in the contract data.

Signature(s)

Name(s)

Capacity

for the tenderer

(Name and address of **Tenderer**)

Name of witness

Date

Signature of witness

2. ACCEPTANCE

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

The terms of the contract, are contained in:

Part C1 Agreements and contract data, (which includes this agreement) Part C2 Pricing data

Part C3 Scope of work

Part C4 Site information and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any securities, 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 (5) working days of the date of such receipt notifies the employer in writing of any reason why he/she cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.¹

Signature(s)

Name(s)

Capacity

for the tenderer

(Name and address of **Tenderer**)

Name of witness

Date

Signature of witness

3. SCHEDULE OF DEVIATIONS

Notes:

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

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

By the duly authorized representatives signing this schedule of deviations, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

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

LANGEBERG MUNICIPALITY

SUPPLY AND INSTALLATION OF TELEMETRY AND SCADA SYSTEMS, BONNIEVALE

TENDER NO : T42/2022

PROJECT REF NO : P07878

C1.1 : FORM OF OFFER AND ACCEPTANCE

The tenderer, (now contractor), identified in the offer part of this agreement hereby confirms receipt from the employer, identified in the acceptance part of this agreement, of one fully completed original copy of this agreement, including the schedule of deviations (if any) today:

the (day)

of (month)

20 (year)

at (place)

For the Contractor:

Signature(s)

Name(s)

Capacity

for the tenderer

(Name and address of **Tenderer**)

Name of witness

Date

Signature of witness

LANGEBERG MUNICIPALITY

SUPPLY AND INSTALLATION OF TELEMETRY AND SCADA SYSTEMS, BONNIEVALE

TENDER NO : T42/2022

PROJECT REF NO : P07878

C1.2: CONTRACT DATA (PART 1)

The following standardised General Conditions of Contract:

General Conditions which form part of the **Conditions of Contract for Plant and Design-Build for Electrical and Mechanical Plant, and for Building and Engineering Works Designed by the Contractor, First Edition 1999 (Yellow Book)** published by the International Federation of Consulting Engineers (FIDIC).

Copies of these Conditions of Contract (Yellow Book) may be obtained from the South African Institution of Civil Engineering (SAICE) (tel 011 805 5947) or Consulting Engineers South Africa (CESA) (tel 011 463 2022).

Copies of the Conditions of Contract (Yellow Book) are also available for inspection and scrutiny at the offices of the Employer's representative.

The Annexes and Forms bound in the Conditions of Contract (Yellow Book) shall not apply to this Contract and shall be replaced with the documentation bound into this Contract Document.

The General Conditions make reference to the Appendix to Tender and Particular Conditions (contained in the Contract Data) which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract.

The General Conditions shall be read in conjunction with the variations, amendments and additions set out in the Appendix to Tender and Particular Conditions below. Each item of data given below is cross-referenced to the Clause or Sub-Clause in the General Conditions to which it mainly applies.

The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the sequence as stated in sub-clause 1.5 as amended in the Particular Conditions.

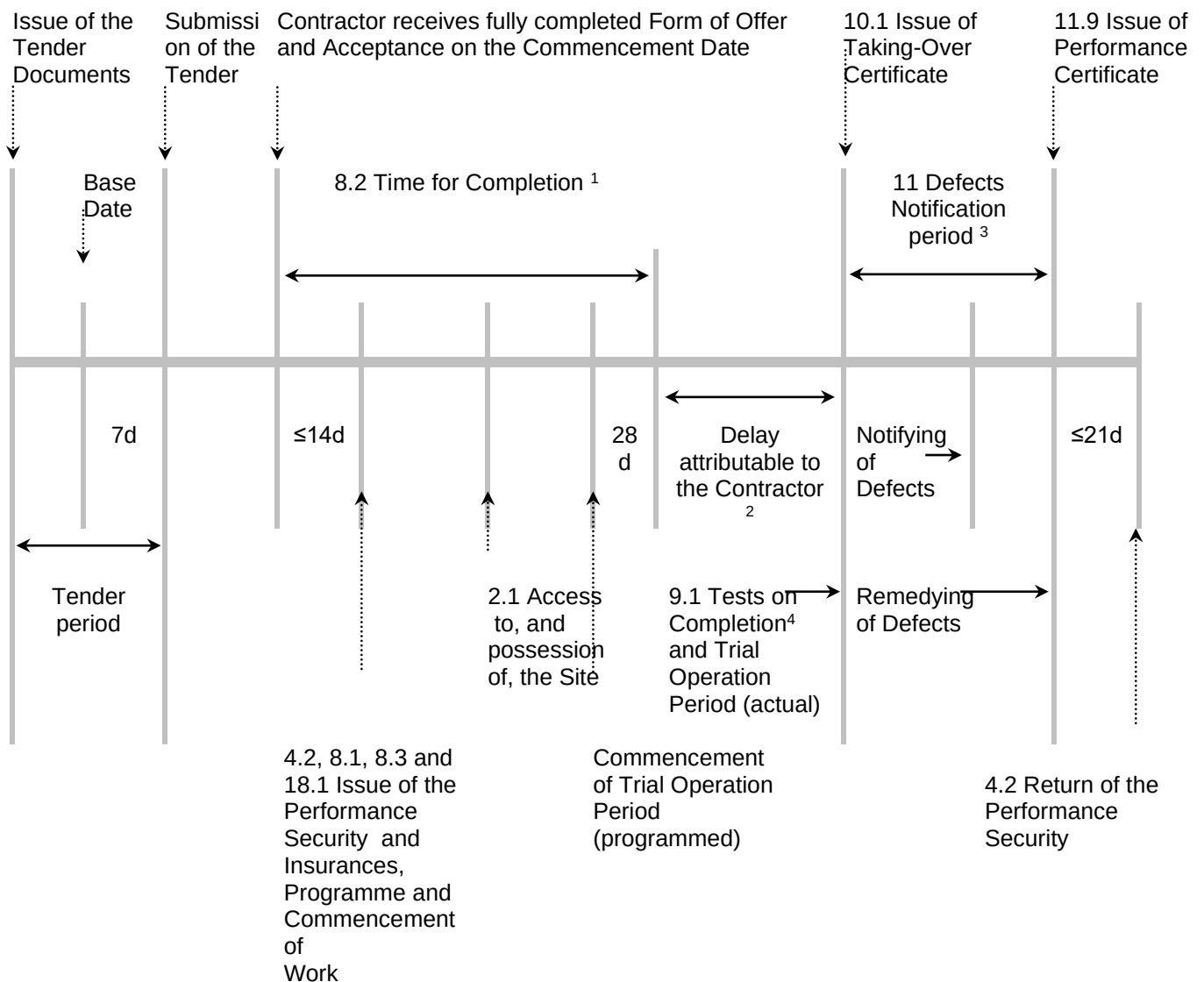
If an ambiguity or discrepancy is found in the documents, the Engineer shall issue any necessary clarification or instruction.

The Foreword to the Conditions of Contract (Yellow Book) concludes with the following:

"In order to clarify the sequence of Contract activities, reference may be made to the charts on the next two pages and to the Sub-Clauses listed below (some Sub-Clause numbers are also stated in the charts). The charts are illustrative and must not be taken into consideration in the interpretation of the Conditions of Contract.

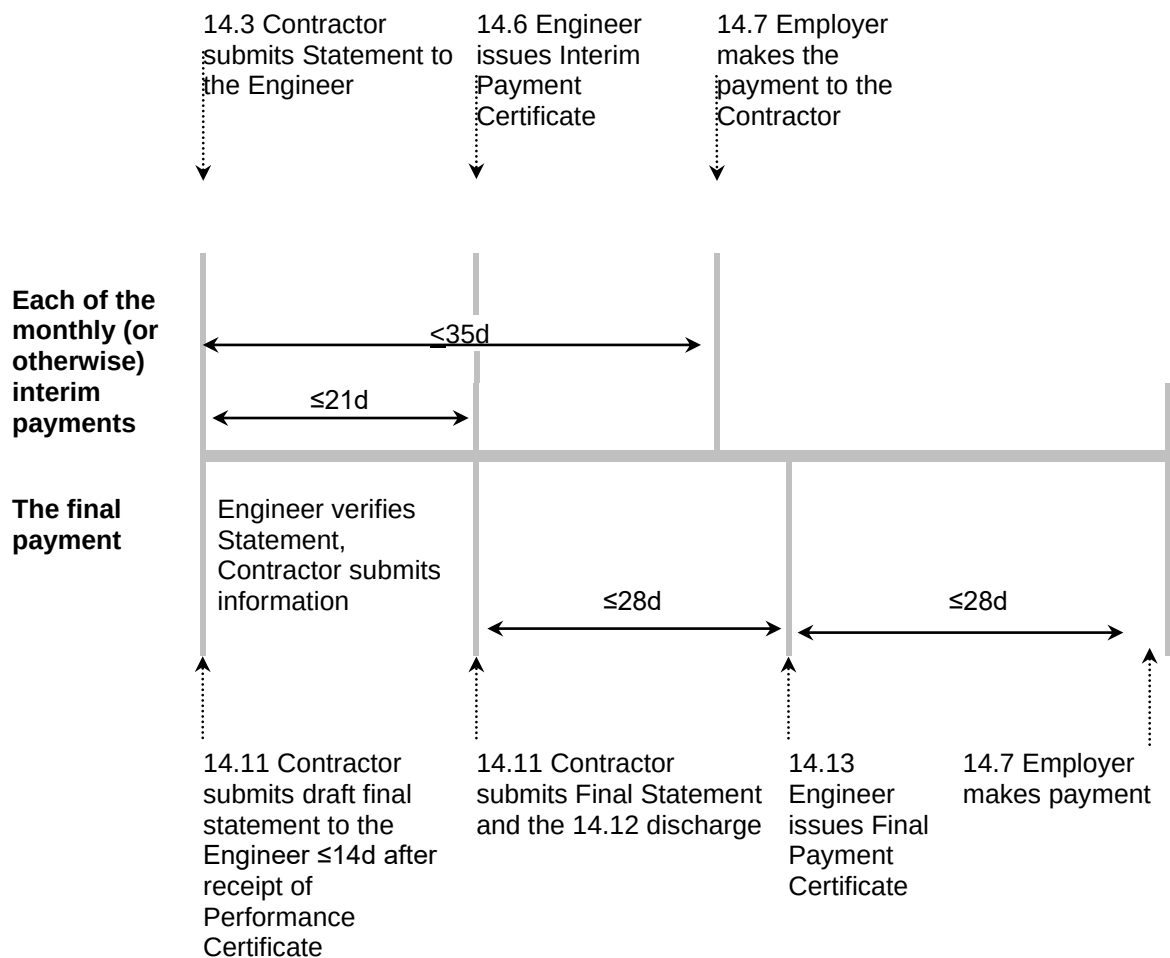
1.1.3.1	&	13.7	Base Date
1.1.3.2	&	8.1	Commencement Date
1.1.6.6	&	4.2	Performance Security
1.1.4.7	&	14.3	Interim Payment Certificate
1.1.3.3	&	8.2	Time for Completion (as extended under 8.4)
1.1.3.4	&	9.1	Tests on Completion
1.1.3.5	&	10.1	Taking-Over Certificate
1.1.3.6	&	12.1	Tests after Completion (if any)
1.1.3.7	&	11.1	Defects Notification Period (as extended under 11.3)
1.1.3.8	&	11.9	Performance Certificate
1.1.4.4	&	14.13	Final Payment Certificate"

The charts referred to above are reproduced on the following two pages, amended and amplified where necessary to conform to the Particular Conditions for this Contract. The charts are illustrative and must not be taken into consideration in the interpretation of the Conditions of Contract.



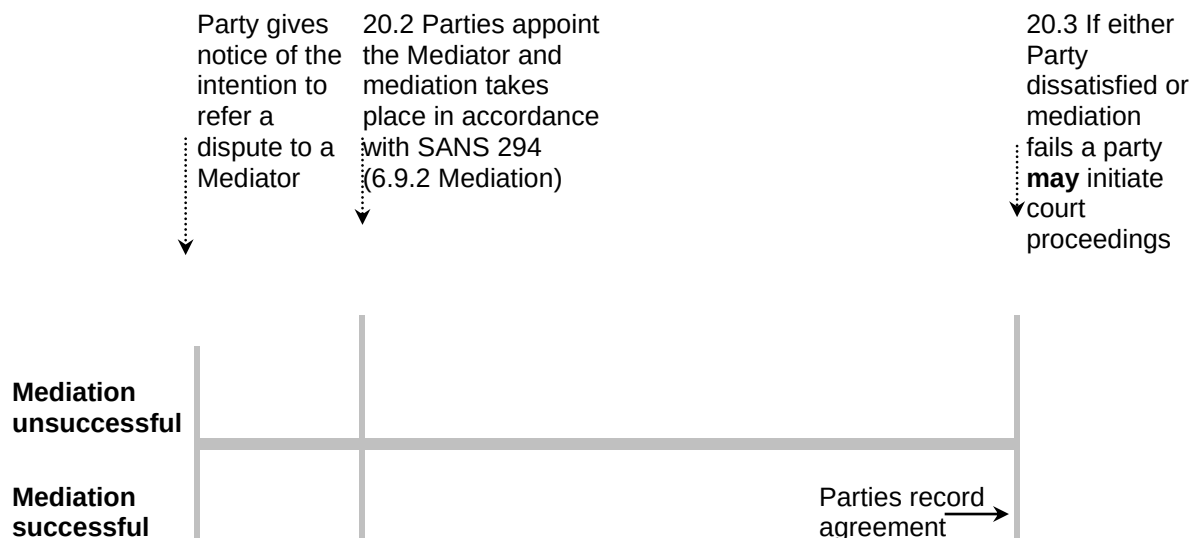
Typical sequence of Principal Events during Contracts for Plant and Design-Build (Modified to suit this Contract)

1. The Time for Completion is stated (in the Appendix to Tender) as a number of days, to which is added any extensions of time under Sub-Clause 8.4.
2. In order to indicate the sequence of events, the above diagram is based upon the example of the Contractor failing to comply with Sub-Clause 8.2.
3. The Defects Notification Period is stated (in the Appendix to Tender) as a number of days, to which is added any extensions under Sub-Clause 11.3.
4. Depending on the type of Works, Tests after Completion may also be required, if provided for in the Contract.



Typical Sequence of Payment Events Envisaged in Clause 14

(Modified to suit this Contract)



Typical Sequence of Dispute Events Envisaged in Clause 20

(Modified to suit this Contract)

APPENDIX TO TENDER

Item	Sub-Clause	Entry
Employer's name and address.....	1.1.2.2 & 1.3(b)	LAGEBERG MUNICIPALITY, represented by Director, and/or such other person or persons duly authorised thereto by the Employer in writing; the Employer is referred to in this Contract Document by the terms "Employer".
Engineer's name and address	1.1.2.4 & 1.3(b)	Mr Wietsché Snyman iX engineers (Pty) Ltd 31 Allen Drive Loevenstein Cape Town 7530 Telephone: +27 (0) 21 912 3000
Time for Completion of Works	1.1.3.3 & 8.2	See Part 2 (To be completed at Tender Stage)
Defects Notification Period	1.1.3.7	365 days
Electronic transmission systems	1.3(a)	e-mail
Governing Law.....	1.4	Republic of South Africa
Ruling language.....	1.4	English
Language for communications	1.4	English
Time for access to, and possession of, the Site.....	2.1*	21 days from the Commencement Date
Amount of Performance Guarantee....	4.2	10% of the Accepted Contract Amount
Period for notifying unforeseeable errors, faults and defects in the Employer's Requirements.....	5.1	Within 21 days
Normal working hours.....	6.5	Between 07h00 and 17h00 on week days
Delay penalties for the Works	8.7* & 14.15(b).....*	0,1% of the final contract price per day, or the direct costs incurred by the Employer, whichever is the greater
Maximum amount of Delay penalties	8.7	10% of the final Contract Price
Adjustments for Changes in Cost	13.8	The Contract Price shall not be subject to any Contract Price Adjustment.
Percentage of retention	14.3(c)*.....	10%.
Limit of Retention Money	14.3(c)*.....	5% reducing to 2.5% upon the issue of a Taking-Over Certificate for the whole of the Works.

Plant and Materials Intended for the Works	14.5(b)	No payment for plant and materials upon shipment
Plant and materials for payment when delivered to the Site	14.5(c)	All plant and materials delivered to site will be subject to payment in terms of this clause
Targeted Enterprise	Clause C3.3 of Scope of Works	30% of Contract Value over R30 Million
Minimum amount of Interim Payment Certificates	14.6	No minimum
Currency/currencies of payment.....	14.15	South African Rand, as named in that section of the Form of Offer and Acceptance called "Offer"
Periods for submission of insurance:		
(a) evidence of insurance	18.1*	14 days
(b) relevant policies.....	18.1	14 days
Maximum amount of deductibles for insurance of the Employer's risks	18.2(d).....	Not applicable
Minimum amount of third party insurance	18.3	R 10 000 000
The DAB shall be.....	20.2	One sole Member / adjudicator
Appointment (if not agreed) to be made by....	20.3	President of the South African Institute of Electrical Engineers
Amicable Settlement will be conducted as....	20.5	Mediation
Appointment (if not agreed) to be made by....	20.5	President of the South African Institute of Electrical Engineers

* See Particular Conditions

PARTICULAR CONDITIONS

The Particular Conditions are:

1 General Provisions

Sub-Clause 1.1 Definitions

1.1.1 The Contract

1.1.1.1 is deleted and replaced by:

“Contract” means the Form of Offer and Acceptance, Contract Data, these General Conditions, the Employer’s Requirements, the Drawings, the Schedules, and the further documents (if any) which are listed in the Form of Offer and Acceptance, and further includes drawings and documents or parts thereof which any of the aforesaid documents incorporate by reference.

1.1.1.2 is deleted and replaced by:

“Contract Agreement” means the document called “Form of Offer and Acceptance”.

1.1.1.3 is deleted and replaced by:

“Letter of Acceptance” means that section of the Form of Offer and Acceptance called “Acceptance”.

1.1.1.4 is deleted and replaced by:

“Letter of Tender” means that section of the Form of Offer and Acceptance called “Offer”.

1.1.1.5 is deleted and replaced by:

“Employer’s Requirements” means the document titled “Part C3: Scope of Work”, as included in the Contract, and any additions and modifications to such document in accordance with the Contract. Such document specifies the purpose, scope, and/or design and/or other technical criteria, for the Works, and includes the Specifications.

1.1.1.6 is deleted and replaced by:

“Schedules” means the document(s) entitled schedules, completed by the Contractor and submitted with his tender offer, as included in the Contract. Such document(s) shall include the Returnable Schedules and the Schedules of Quantities, and may include data, lists and schedules of rates and/or prices.

1.1.1.7 is deleted and replaced by:

“Contractor’s Proposal” means the information which the Contractor submitted with the Form of Offer and Acceptance, as included in the Contract.

1.1.1.8 is deleted and replaced by:

“Tender” means that section of the Form of Offer and Acceptance called “Offer” and all other documents which the Contractor submitted as Returnable Documents, as included in the Contract.

1.1.1.9 is deleted and replaced by:

“Appendix to Tender” means the completed section entitled appendix to tender included in the Contract Data.

Add the following Sub-Clause after Sub-Clause 1.1.1.10:

1.1.1.11 **“Returnable Schedules”** means the Schedules contained in Part T2.2 in the Tender Data and Part C2.1 in the Pricing Data, and **“Schedules of Quantities”** means the document entitled schedules of quantities contained in Part C2.2 in the Pricing Data.

1.1.2 Parties and Persons

1.1.2.3 is deleted and replaced by:

“Contractor” means the person(s) named as Contractor in that section of the Form of Offer called “Offer” accepted by the Employer and the legal successors in title to this person(s).

1.1.2.9 is deleted and replaced by:

“Mediator” means the person appointed under Sub-Clause 20.2 [*Mediation*] in the Contract Data.

1.1.3 Dates, Tests, Periods and Completion

1.1.3.2 is deleted and replaced by:

“Commencement Date” means the date the Contractor receives one fully completed original copy of the document.

1.1.4 Money and Payments

1.1.4.1 is deleted and replaced by:

“Accepted Contract Amount” means the amount accepted in that section of the Form of Offer and Acceptance called “Acceptance” for the execution and completion of the Works and the remedying of any defects.

1.1.4.6 is deleted and replaced by:

“Foreign Currency” means a currency in which part (if any) of the Contract Price is payable, but not the Local Currency.

Add the following Sub-Clause after Sub-Clause 1.1.4.12:

1.1.4.13 **“Contract Price Adjustment”** means the adjustment to be included in the Contract Price for fluctuations in the Cost of Plant and Materials, Site Installation, General Items (comprising General Requirements and Conditions, Health and Safety, Environmental Management, Sundries, etc.), and Variations in Rates of Exchange, Customs Surcharge and Customs Duty, all as provided for in Sub-Clause 13.8 [*Adjustments for Changes in Cost*] in the Contract Data.

1.1.4.14 **“Reasonable Profit”** means an amount not exceeding 10% of the Cost of any item or activity

1.1.5 Works and Goods

1.1.5.6 is deleted and replaced by:

“Section” means a part of the Works specified in the Appendix to Tender as a Section (if any), or a part of the Works specified as a Section during the course of the Contract by the Employer (such Section may be an item of Plant).

1.1.6 Other Definitions

Add the following Sub-Clause after Sub-Clause 1.1.6.9:

1.1.6.10 **“Letter of Notification”** means the letter of formal notification, signed by the Employer, of the decision of the Supply Chain Management Bid Adjudication Committee sent to all tenderers. The

notification of the decision does not form part of the Employer's Acceptance of the successful tenderer's Form of Offer and no rights shall accrue.

Sub-Clause 1.5 Priority of Documents

Deleted and replaced by:

The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:

- (a) the Form of Offer and Acceptance,
- (b) the Appendix to Tender within the Contract Data,
- (c) the Particular Conditions within the Contract Data,
- (d) these General Conditions,
- (e) the Employer's Requirements,
- (f) the Drawings, and
- (g) the Schedules.

If an ambiguity or discrepancy is found in the documents, the Engineer shall issue any necessary clarification or instruction.

Sub-Clause 1.6 Contract Agreement

Deleted and replaced by:

The Parties shall enter into a Contract Agreement after the Contractor is called upon to do so by the Employer. The Agreement shall be the fully completed Form of Offer and Acceptance contained in the Contract Document.

Sub-Clause 1.8 Care and Supply of Documents

Delete "six copies" in the second sentence of the first paragraph and replace with "three copies".

Sub-Clause 1.12 Confidential details

Insert the following after the first paragraph:

The Parties shall treat the details of the Works comprised in this Contract as private and confidential (save in so far as may be necessary for the purposes hereof) and shall not publish or disclose the same or any particulars thereof in any trade or technical paper elsewhere without the prior written consent of the other Party.

Sub-Clause 1.13 Compliance with Laws

Insert "deposits" after "taxes" in 1.13 b).

Add the following paragraph after 1.13 (b):

- (c) Where the Contract Sum exceeds sixty million Rand (R60 000 000), the Employer shall, in compliance with Regulation 3 of the Construction Regulations, read together with the exemptions published in Government Notice dated 7 August 2018 and Government Notice 357 dated 5 July 2019, apply to the Provincial Director of the Department of Labour for a construction work permit to perform the intended construction work. The employer will apply for the construction work permit as soon as possible after its Bid Adjudication Committee has awarded the contract, and the period that the Department of labour requires to issue the permit will run concurrently with the appeal period.

2 The Employer

Sub-Clause 2.1 Right of Access to the Site

Add the following after the first sentence of the first paragraph:

Access to, and possession of the Site shall not take place until the issuing, by the Provincial Director of the Department of Labour, of a construction work permit to perform the intended construction work in terms of Clause 1.13 [Compliance with Laws].

Add the following paragraph after 2.1 (b):

Should, however, the issuing of a construction work permit be delayed by the submission of an unacceptable draft Health and Safety Plan, in the opinion of either the Employer's Health and Safety Agent, or the Provincial Director of the Department of Labour, no claim for an extension of time will be entertained.

Sub-Clause 2.4 Employer's Financial Arrangements

Delete this Sub-Clause.

Sub-Clause 2.5 Employer's Claims

Insert "or by law" after "Contract" in the first sentence of the first paragraph.

3 The Engineer

Add the following at the end of the third paragraph:

The requirements for the Engineer to obtain the approval of the Employer before exercising a specified authority are:

- (a) Clause 3.2: The delegation of duties to others
- (b) Clause 4.24: The issuing of instructions for dealing with fossils and the like.
- (c) Clause 6.5 (b) : Giving consent for work to be carried out on days of rest or outside normal working hours.
- (d) Clause 8.6: The approval of a revised programme and supporting report in order to expedite progress.
- (e) Clause 8.8: Instruction to suspend the works
- (f) Clause 13.1: The issuing of any variation that causes the contract price to exceed the accepted contract amount
- (g) Clause 14.2: Agreeing to advance payment for deposits for items not listed in the Advance Payment Schedule.
- (h) Other requirements

Sub-Clause 3.4 Replacement of the Engineer

Deleted and replaced by:

The Employer shall have the right to replace the Engineer.

4 The Contractor

Sub-Clause 4.2 Performance Security

Delete the first sentence of the second paragraph and replace with:

The Contractor shall deliver the Performance Security to the Employer within 14 days from the Commencement Date.

Add the following at the end of the second paragraph:

The form of Performance Security shall contain the precise wording of the document included in Part C1.3 of the Contract Data: **Form of Performance Guarantee**, and it shall be issued by a financial institution approved by the Employer at the date when the guarantee is issued.

Sub-Clause 4.3 Contractor's Representative

Delete "prior to the Commencement Date" in the first sentence of the second paragraph and replace with "within 14 days from the Commencement Date".

Sub-Clause 4.4 Subcontractors

Delete "28 days' notice" in sub-paragraph (c) and replace with "14 days' notice".

Add the following clause:

- d) The Contractor shall supply the Employer with proof of all orders placed with sub-contractors upon request by the Engineer. Information is to be given on each sub-order sufficient to identify the material or equipment to which the sub-order relates and to notify the sub-contractor that the conditions of the Specification apply.

Sub-Clause 4.8 Safety Procedures

Add the following:

The Contractor's attention is also drawn to the Health and Safety Specification in the Employer's Requirements.

The Employer and the Contractor shall enter into an agreement to complete the work required for the construction of the Works in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act, 85 of 1993 and the Construction Regulations, 2014 promulgated thereunder.

An agreement is included in the Contract Document (Part C1.5 in Agreements and Contract Data) and shall be completed and submitted to the Employer together with a letter of good standing from the Compensation Commissioner (if not insured with a licenced compensation insurer) within fourteen (14) days after the Commencement Date. The Contractor shall ensure that any letter of good standing shall be timeously renewed in order that it remains in full force for the duration of the Contract.

Sub-Clause 4.10 Site Data

Add the following at the end of the first sentence:

"as contained in the Employer's Requirements, if applicable."

Sub-Clause 4.16 Transport of Goods

Delete "and" after sub-paragraph (b) and add the following to sub-paragraph(c):

In this regard the Contractor's attention is also drawn to Sub-Clause 18.2 in the Particular Conditions; and

Add the following sub-paragraph:

- (d) the Contractor shall provide all lifting facilities unless specified otherwise in the detailed Mechanical Specifications in the Employer's Requirements.

Sub-Clause 4.17 Contractor's Equipment

Add the following:

The Contractor shall provide all necessary storage facilities on Site.

Sub-Clause 4.18 Protection of the Environment

Add the following:

The Contractor's attention is also drawn to the Environmental Management Specification in the Employer's Requirements.

Sub-Clause 4.21 Progress Reports

Delete " in six copies" in the first sentence and replace with "electronically and one hard copy".

Sub-Clause 4.22 Security of the Site

Add the following sub-paragraph:

- (c) The Contractor shall in connection with the Works provide and maintain at his own cost all lights, guards, fencing, watching and other appropriate security measures when and where necessary or required by the Engineer or by any competent statutory or other authority for the protection and security of the Works and the Contractor's Equipment, or for the safety and convenience of the public and for the protection of life and property.

Sub-Clause 4.23 Contractor's Operations on Site

Add the following:

The Contractor shall protect and cover up all works as may be required and take all other precautions necessary to avoid causing damage or soiling of new and existing plant, equipment, buildings and structures. This shall inter alia apply when activities such as abrasive blasting, painting, welding, grinding, sealing, lagging and so forth, must be performed on the Site. The Contractor shall, on completion, remove all covers and shall at his cost rectify all soiling and damage to finishes to the satisfaction of the Engineer.

6 Staff and Labour

Sub-Clause 6.5 Working Hours

Add the following:

The days of rest are Saturdays, Sundays, all gazetted public holidays and the Annual Construction Industry Shutdown period (Builders' Break).

Sub-Clause 6.10 Records of Contractor's Personnel and Equipment

Add the following:

The Contractor shall also submit the monthly returns as described in the Scope of Work, Part C3.5 Management, Clause 3.5.1.

8 Commencement, Delays and Suspension

Sub-Clause 8.1 Commencement of Work

Add the following at the end of the first paragraph:

Commencement of the Works shall not be deemed to take place until a construction work permit (if required) has been issued by the Provincial Director in terms of Clause 1.13 *[Compliance with Laws]*.

Delete the words “the design and execution of the Works as soon as is reasonably practicable after” in the second paragraph and replace with “the executing the Works within 14 days from”.

Add the following after the second paragraph:

The Contractor will not be given access to, and possession of the Site, until the following documentation has been submitted and approved by the Engineer:

- (a) Health and Safety Plan refer to the Health and Safety Specification.
- (b) Method Statements.
- (d) Risk Register: The Contractor is to submit a draft Risk Register. This will be updated and submitted monthly by the Contractor throughout the Contract period

Sub-Clause 8.3 Programme

Delete the first sentence of the first paragraph and replace with:

The Contractor shall submit a detailed time programme to the Engineer within 14 days from the Commencement Date.

Add the following after the first paragraph:

The Contractor shall incorporate any programming restrictions that may be specified in Sub-Clause 2.1 in the Particular Conditions into the programme.

Sub-Clause 8.4 Extension of Time for Completion

Add the following to par (c):

No extension of the Time for Completion will be granted in respect of any delays attributed to normal climatic conditions. Normal climatic conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature.

Sub-Clause 8.7 Delay Damages

Wherever the phrase “Delay Damages” occur in the Contract it should be replaced with the phrase “Delay Penalties”.

Insert the following at the end of the second sentence in the first paragraph:

or, in the event of termination by the Employer under Sub-Clause 15.2 [*Termination by Employer*], the actual date of termination.

Sub-Clause 8.10 Payment for Plant and Materials in Event of Suspension

Replace sub-paragraph (b) with the following:

- (a) the Contractor has provided an advance payment guarantee in accordance with Sub-Clause 14.2 in the Particular Conditions.

Add the following sub-clause after clause 8.12 Resumption of Work:

Sub-Clause 8.13 Delay due to Abnormal Climatic Conditions

No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal climatic conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature. However, in the event that delays to critical activities exceed the

number of working days listed below for each month, then abnormal climatic conditions shall be deemed to exist and an extension of time be claimed in accordance with the provisions of Clause 8.4.

The claiming for delays for abnormal climatic conditions will be evaluated against the accumulative total of days allowed as shown below:

The number of days indicated below shall be regarded as a fair estimate of the days to be anticipated and allowed for as described above:

January	2 days
February	2 days
March	2 days
April	2 days
May	2 days
June	4 days
July	4 days
August	4 days
September	4 days
October	2 days
November	2 days
December	2 days

Claims for delays for abnormal climatic conditions shall be accompanied by substantiating facts and evidence, which shall be submitted timeously as each day or half-day is experienced.

It shall be noted that where the critical path is not affected, no extension of time for abnormal climatic conditions or for any other reason will be entertained.

9 Tests on Completion

Sub-Clause 9.1 Contractor's Obligations

Delete "21 days" in the first sentence of the second paragraph and replace with "28 days".

10 Employer's Taking Over

Sub-Clause 10.1 Taking Over of the Works and Sections

Delete 28 days in the 3rd and final paragraph and replace with 14 days.

11 Defects Liability

Sub Clause 11.3 Extension of Defects Notification Period

Delete the first paragraph and replace with:

The Employer shall be entitled subject to Sub-Clause 2.5 [*Employer's Claims*] to an extension of the relevant Defects Notification Period for the Works or a Section if and to the extent that the Works or Section (as the case may be, and after taking-over) cannot be used for the purposes for which they are intended by reason of a defect or damage. However, a Defects Notification Period shall not be extended by more than five years.

13 Variations and Adjustments

Sub-Clause 13.3 Variation Procedure

Delete "and the Schedule of Payments" in the last paragraph.

Sub-Clause 13.5 Provisional Sums

Add the following to the last paragraph:

The number of quotations shall be three (3). Quotations shall include full technical descriptions as well as a breakdown of prices.

Sub-Clause 13.7 Adjustments for Changes in Legislation

Add the following to the first paragraph:

Any increase or decrease in the amount of Value Added Tax inserted in the Schedules of Quantities due to a change in the percentage rates applicable shall be the subject of adjustment under this Sub-Clause.

Sub-Clause 13.8 Adjustments for Changes in Cost

Deleted and replaced by:

14 Contract Price and Payment

Sub-Clause 14.1 The Contract Price

Delete sub-paragraph (d) and replace with:

- (d) Price data in any Schedule, will be used for calculating the value of completed works for the purpose of interim payments or for determining the value of changes, omissions and additions for variation instructions when in the opinion of the Engineer such prices are applicable.

Add the following at the end of the Sub-clause:

- (e) Except as otherwise stated in the Contract all parts of the Works are to be measured and the value agreed or determined, in accordance with Sub-Clause 3.5. Measurement shall be made of the net actual quantities of those parts, notwithstanding local practice.

Whenever the Engineer requires any part of the Works to be measured, reasonable notice shall be given to the Contractor's Representative, who shall:

- (i) promptly either attend or send another qualified representative to assist the Engineer in making the measurement, and
- (ii) supply any particulars requested by the Engineer.

If the Contractor fails to attend or send a representative, the measurement made by (or on behalf of) the Engineer shall be accepted as accurate.

- (f) Except as otherwise stated in the Contract, wherever any Permanent Works are to be measured by records, they shall be prepared by the Engineer. The Contractor shall, as and when requested, attend to examine and agree the records with the Engineer, and shall sign the same when agreed. If the Contractor does not attend to examine and agree, these records shall be accepted as accurate.

If the Contractor examines and disagrees the records, and/or does not sign them as agreed, then the Contractor shall notify the Engineer of the respects in which the records are asserted to be inaccurate. After receiving this notice, the Engineer shall review the records and either confirm or vary them. If the Contractor does not so notify the Engineer within 14 days after being requested to examine the records, they shall be accepted as accurate.

- (g) All measurements of quantity, length and mass for the purpose of payment shall be to the nearest standard unit for which rates are given in the Schedules of Quantities or have been agreed by the Engineer and shall be taken from the actual work on Site.

- (h) Surplus or waste material will not be taken over or paid for by the Employer except where at the time when it was reasonable for the material to be provided or manufacture to be put in hand it was not possible to determine the quantity of material required. The route lengths determined by the Contractor in accordance with the specification shall be used for the purposes of manufacture in place of the estimated route lengths and any surplus after completion arising therefrom will not be taken over or paid for by the Employer unless the Employer so decides.

Sub-Clause 14.2 Advance Payment

Deleted and replaced by:

Subject to sub-paragraphs (a) and (e) of Sub-Clause 14.3 in the Particular Conditions, and the Advance Payment Schedule, the Employer shall make an advance payment for Plant and Materials stored at places other than the Site, only once the Contractor has submitted an advance payment guarantee in accordance with this Sub-Clause.

Unless and until the Employer receives this guarantee, the following paragraphs shall not apply.

The Engineer shall issue an Interim Payment Certificate for, or including, advance payment after receiving a Statement under Sub-Clause 14.3 [*Application for Interim Payment Certificates*] and after the Employer has received a guarantee in an amount equal to the advance payment requested. This guarantee shall be issued by a financial institution approved by the Employer, as listed in the Annexure in Part C1.3 of the Contract Data, and shall be in the form of and shall contain the precise wording of the document included in Part C1.4: **Form of Advance Payment Guarantee** and shall come into force, be administered and expire in terms thereof.

The Employer shall return the guarantee to the Contractor within 14 days after the expiry date.

The provision of the Advanced Payment Guarantee shall be at the Contractor's cost.

The term "deposit" or "deposit with order" used in the context of this Sub-Clause and elsewhere by reference to this Sub-Clause, means a sum payable by the Contractor to a manufacturer/supplier prior to the manufacture of an item of Plant or Material, required at the time of placing an order, the balance of the value of the item being payable later.

Sub-Clause 14.3 Application for Interim Payment Certificates

Delete "in six copies" in the first line of the first paragraph.

Sub-Clause 14.5 Plant and Materials intended for the Works

Add to (c)(ii):

or are ready to be delivered to site and the Engineer has instructed the Contractor to store the Plant and Materials until the site can accommodate their delivery, and are properly stored at the Contractor's or the sub-Contractor's Works, are protected against loss, damage or deterioration, and appear to be in accordance with the Contract and for which an advance payment guarantee has been provided in accordance with Sub-Clause 14.2 in the Particular Conditions. The advance payment guarantee shall be valid until the Plant and Materials are properly stored on Site and protected against loss, damage or deterioration.

Sub-Clause 14.6 Issue of Interim Payment Certificates

Delete "within 28 days" in the second sentence of the first paragraph and replace with "within 21 days".

Sub-Clause 14.7 Payment

Delete sub-paragraphs (a) to (c) and replace with:

- (a) the amount certified in each Interim Payment Certificate within 35 days after the Engineer receives the Statement and supporting documents; and

- (b) the amount certified in the Final Payment Certificate within 28 days after the Employer receives this Payment Certificate.
- (c) Add "No Payment Certificate will be processed unless the Contractor has included all the required Reports and information, Risk Register and any other report specifically required from the Contractor"

Add the following paragraph:

Notwithstanding the above, the Engineer shall be empowered to withhold the delivery of a payment certificate until the Contractor has complied with his obligations to submit the monthly returns in terms of Sub-Clause 6.10 in the Particular Conditions and as described in the Employer's Requirements.

The Contractor may submit a fully motivated application regarding more frequent payment to the Engineer to be submitted to the Employer for consideration. Requests for more frequent payments will be considered at the sole discretion of the Employer and is not a right in terms of this contract.

Sub-Clause 14.9 Payment of Retention Money

Delete the last paragraph and replace with:

The relevant contract value for each Section shall be determined by the Engineer, based on the Schedules of Quantities and any variations and adjustments thereto.

Sub-Clause 14.10 Statement at Completion

Delete "Within 84 days" in the first paragraph and replace with "Within 28 days,".

Delete "six copies of" in the first paragraph.

Add: "Taking-Over Certificate: the Engineer will conduct a preliminary inspection of the Works to assess whether the Works are indeed ready for Taking-Over by the Client. This will occur only after the Test on Completion and Trial Operation Period has been successfully completed, where after a Taking-Over inspection will be carried out together with the Employer."

The Taking-Over Certificate is to be signed by both the Engineer and the Employer

Sub-Clause 14.11 Application for Final Payment Certificate

Delete "Within 56 days" in the first paragraph and replace with "Within 14 days".

Delete "six copies of" in the first paragraph.

Add the following new Sub-Clause after Sub-Clause 14.5:

Sub-Clause 14.16 Tax Invoices

Section 20(1) of the Value Added Tax Act, 89 of 1991 requires that a supplier (person supplying goods or services) who is registered as a VAT vendor issue to the recipient a tax invoice within 21 days of the date of a supply whether requested or not.

The Contractor shall provide a tax invoice (VAT invoice) which shall be included with each Payment Certificate and a Final Payment Certificate delivered to the Employer by the Engineer in terms of Sub-Clause 14.6 [*Issue of Interim Payment Certificates*] and Sub-Clause 14.6 in the Particular Conditions, and Sub-Clause 14.13 [*Issue of Final Payment Certificate*], respectively. Failure by the Contractor to provide a tax invoice (VAT invoice) timeously may delay delivery of the payment certificate by the Engineer and no interest shall accrue.

Tax invoices may only be dated on or after the date of the relevant Payment Certificate as issued by the Engineer.

15 Termination by Employer

Add the following additional Sub-Clause after Sub-Clause (f)

- (a) who was a Sole Proprietor, or a sole member of a Close Corporation dies

16 Suspension and Termination by Contractor

Sub-Clause 16.1 Contractor's Entitlement to Suspend Work

Delete "Sub-Clause 2.4 [*Employer's Financial Arrangements*] or" in the first paragraph.

Sub-Clause 16.2 Termination by Contractor

Delete the content of sub-paragraph (a)

17 Risk and Responsibility

Sub-Clause 17.3 Employer's Risks

- (i) defects in the materials supplied by the Employer for incorporation in the Works,
- (j) the confiscation, commandeering, nationalisation, requisition or destruction of or damage to property by an order of government, or any public or local authority, and
- (k) the amounts by which the replacement value of free issue materials exceeds the values as specified in the tender document by the Employer.

18 Insurance

Sub-Clause 18.1 General Requirements for Insurances

Add the following at the end of the first paragraph:

Save as otherwise provided in the Contract, nothing herein contained shall oblige the Insuring Party to effect any insurance which is not generally obtainable from a registered insurer in South Africa.

Add the following at the end of the second last paragraph:

The Insuring Party shall be liable for the payment of all deductibles.

Add the following at the end of Sub-Clause (a) before the comma:

"or an insurance broker's warranty worded precisely as given in Part C1.7 Insurance Broker's Warranty".

Sub-Clause 18.2 Insurance for Works and Contractor's Equipment

Add the following at the end of the first paragraph:

In addition to and in terms of the same conditions as the rest of this clause, the Insuring Party shall further provide special risks / supplementary insurance issued by the South African Special Risks Insurance Association (SASRIA) in respect of civil commotion, riot and strike in the same value as the works insurance.

Delete "Sub-Clause 14.5 [(e) (i) and (ii)].

Sub-clause 18.3 Insurance against Injury to Persons and Damage to Property

Add the following at the end of the first paragraph:

In addition to and in terms of the same conditions as the rest of this clause, the Insuring Party shall provide Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity.

Sub-Clause 18.4 Insurance of Contractor's Personnel

Add the following at the end of the first paragraph:

This insurance shall be in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.

20 Claims, Disputes and Arbitration

Sub-Clause 20.5 Amicable Settlement

Add the following after the first paragraph:

Any amicable settlement conducted in terms of this clause will be done by mediation in accordance with rules determined by the mediator. Where the parties fail to agree on a mediator, the mediator shall be appointed by the entity or official named in the Appendix to Tender.

Mediation shall be conducted without legal representation with the costs being borne equally by the parties.

The parties shall record any agreement reached in writing and thereafter they shall be bound by such agreement.

The mediator shall be authorized to end the mediation process whenever, in his opinion, further efforts at mediation would not contribute to a resolution of the dispute between the parties.

ADVANCE PAYMENT SCHEDULE	
This Advance Payment Schedule is to be read in conjunction with Sub-Clauses 14.2 and 14.3 (sub-paragraphs (a) and (e)) in the Particular Conditions. The purpose of this schedule is to itemise specific Plant and Materials not yet brought on to the Site for building into the Permanent Works and for which the Employer is prepared to make advance payments to the Contractor, subject to the conditions below. The items of Plant and Materials which have been identified by the Employer as being suitable for advance payment in terms of the Contract are listed in the table below. Should an item or items be added to the list at tender stage by a tenderer, such item(s) will not be binding on the Employer.	
Plant and Materials which have been manufactured and are stored at places other than the Site:	
Conditions: 1) The Contractor can only rely on advance payment being permitted by the Employer in respect of the Plant and Materials listed in the table above, and in respect of condition 5) below. The Employer may, however, permit advance payment for other Plant and Materials in exceptional circumstances and at its sole discretion, during the course of the Contract, and upon reasonable request from the Contractor. 2) Advance payment for the purposes of deposits will not be provided. 3) The Contractor shall provide the Employer with documentary evidence of the terms and conditions for which a deposit with order is required by a manufacturer/supplier, together with the advance payment guarantee. 4) The Contractor will also be permitted to obtain advance payment for the balance of the value of the Plant and Materials in respect of which he has paid a deposit, for an item which after manufacture is stored at a place other than the Site. The Contractor shall, in respect of such payment, provide an advance payment guarantee, either for such balance or, if the advance payment guarantee in respect of the deposit is to be returned by the Employer upon request, for the whole value of the item. 5) In the event of suspension in terms of Sub-Clause 8.10 in the General and Particular Conditions, as referred to in sub-paragraph (a) in Sub-Clause 14.3 in the Particular Conditions, the Employer shall also permit advance payment for Plant and Materials which have not been delivered to Site, subject also to the terms of Sub-Clause 14.2 in the Particular Conditions.	

Part 2 : Contract Data completed by the Contractor

APPENDIX TO TENDER (CONTD)

Item	Sub-Clause	Entry
Contractor's name and address	1.1.2.3 & 1.3(b)	
Contractor's Representative's name	4.3	
Time for Completion of the Works	1.1.3.3 & 8.2	

The Tenderer shall complete the above Part 2 of the Appendix to Tender.

SIGNED ON BEHALF OF TENDERER.....

LANGEBERG MUNICIPALITY

SUPPLY AND INSTALLATION OF TELEMETRY AND SCADA SYSTEMS, BONNIEVALE

TENDER NO : T42/2022

PROJECT REF NO : P07878

C1.3 : FORM OF PERFORMANCE GUARANTEE (PRO FORMA)

For use with the The Conditions of Contract for Plant and Design-Build for Electrical and Mechanical Works and for Building and Engineering Works Designed by the Contractor, First Edition, 1999 (Yellow Book) published by the International Federation of Consulting Engineers (FIDIC).

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

"Physical address:

"Employer" means: The Langeberg Municipality.

"Contractor" means:

"Engineer" means:

"Works" means: Contract No. and Title

"Site" means: The site as defined in Sub-Clause 1.1.6.7 of the General Conditions of Contract.

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

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

Amount in words:

"Guaranteed Sum" means: The maximum aggregate amount of R

Amount in words:

"Expiry Date" means: The date of issue by the Engineer of the Performance Certificate.

CONTRACT DETAILS

Engineer issues: Interim Payment Certificates, Final Payment Certificate and the Performance Certificate as defined in the Contract.

PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Performance Certificate has been issued.
3. The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
 - 3.2 its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) calendar days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
 - 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
 - 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
 - 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
 - 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.

- 9.9. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
10. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
11. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, whereafter no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
12. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
13. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

ANNEXURE

LIST OF APPROVED FINANCIAL INSTITUTIONS

The following financial institutions are currently (as at 8 March 2016) approved for issue of contract guarantees to the Municipality:

National Banks:

ABSA Bank Ltd.
FirstRand Bank Ltd.
Investec Bank Ltd.
Nedbank Ltd.
Standard Bank of SA Ltd.

International Banks (with branches in SA):

Barclays Bank plc.
Citibank n.a.
Credit Agricole Corporate and Investment Bank
Deutsche Bank AG
HSBC Bank plc.
JP Morgan Chase Bank
Societe Generale
Standard Chartered Bank

Insurance companies:

ABSA Insurance
AIG South Africa
Coface s.a.
Compass Insurance Co.
Constantia Insurance Co.
Credit Guarantee Insurance Co.
Guardrisk Insurance Co.
Hollard Insurance Company Ltd.
Home Loan Guarantee Co.
Infiniti Insurance Limited
Lombard Insurance
Mutual & Federal Insurance Co.
New National Assurance Co.
Regent Insurance Co.
Renasa Insurance Company Ltd.
Santam Limited
Zurich Insurance Co.

LANGEBERG MUNICIPALITY

SUPPLY AND INSTALLATION OF TELEMETRY AND SCADA SYSTEMS, BONNIEVALE

TENDER NO : T42/2022

PROJECT REF NO : P07878

C1.4 : FORM OF RETENTION MONEY GUARANTEE (PRO FORMA)

ISSUED TO: LANGEBERG MUNICIPALITY (hereinafter referred to as "the Employer")

ON BEHALF OF (hereinafter referred to as "the Contractor")

in connection with

TENDER NO. T42/2022 (hereinafter referred to as "the Contract")

WHEREAS the Employer and the Contractor have agreed that the Contractor may provide a guarantee in lieu of the whole or portion of the retention monies provided for under the Contract;

NOW THEREFORE we, the undersigned, undertake, in accordance with the following provisions, to pay to the Employer such amounts as the Employer may, from time to time, demand from us.

1. Each demand by the Employer shall be in writing signed by the Employer and delivered to us at or such other address in as we shall in writing notify to the Employer and shall be accompanied by a certificate complying with Clause 2, signed by the Engineer in office as such in terms of the Contract.
2. The Engineer's certificate referred to in Clause 1 shall certify:
 - a) that he is the Engineer in office as such in terms of the Contract;
 - b) that the Contractor is in breach of his obligations under the Contract, and
 - c) that the amount demanded, which amount the certificate shall specify,
 - i) does not exceed the amount of retention monies which, but for this guarantee, would have been retained by the Employer in terms of the Contract at the date of the certificate, less the aggregate of the amount of retention money actually retained by the Employer and the amounts previously paid by us to the Employer in terms hereof, and
 - ii) does not exceed a genuine estimate of the cost to the Employer of having the breach referred to in paragraph (b) remedied less the aggregate of any amounts withheld by the Employer from payments due to the Contractor in terms of the Contract by reason of the breach referred to, and any amount of retention money actually held by the Employer save to the extent that the same had been deducted from any previous demand in terms hereof.
3. We shall within days after our receipt of a demand complying with the provisions of Clause 1 and 2 make payment to the Employer of the amount demanded at or at such other address in as the Employer shall in writing notify to us.

4. Subject to compliance with the provisions hereof, our liability to make the payment herein referred to shall be unconditional and shall not be affected or diminished by any disputes, claims or counterclaims between the Employer and the Contractor.
5. Our aggregate liability under this guarantee is limited to R
6. This guarantee shall expire on the date on which the last of the retention monies, which but for this guarantee would have been retained by the Employer, becomes payable to the Contractor.
7. This guarantee is not transferable and must be produced for endorsement if any part payment is made and must be returned to us against final payment of our aggregate liability or on the date of the expiry of the guarantee in terms of Clause 6, whichever is the earlier.

Signed in the presence of the subscribing witnesses:

AT for and on behalf of **(Guarantor)**

on this day of 20.....

SIGNATURE:

NAME:
(Print)

CAPACITY:

SIGNATURE:

NAME:
(Print)

CAPACITY:

ADDRESS:

.....

.....

.....

AS WITNESSES:

1.

NAME:
(Print)

2.

NAME:
(Print)

LANGEBERG MUNICIPALITY

SUPPLY AND INSTALLATION OF TELEMETRY AND SCADA SYSTEMS, BONNIEVALE

TENDER NO : T42/2022

PROJECT REF NO : P07878

PART C2 : PRICING DATA

C2.1 Schedule of Particulars

C2.2 Pricing Instructions

C2.3 Bill of Quantities

LANGEBERG MUNICIPALITY

SUPPLY AND INSTALLATION OF TELEMETRY AND SCADA SYSTEMS, BONNIEVALE

TENDER NO : T42/2022

PROJECT REF NO : P07878

C2.1 : SCHEDULE OF PARTICULARS

1. The specific requirements in this schedule are based on the National Rationalised Specifications as prepared by the SABS and should be read and completed in conjunction with NRS 003-1:1994; NRS 003-2:1993 and NRS 008:1991.
2. The following definitions apply to the schedule columns of this specification (schedule of particulars):
 - * SCHEDULE A : Particulars of requirements
 - * SCHEDULE B : Guarantees and technical particulars of equipment offered by tender
3. Where insufficient space is provided by Schedule B, particulars must be furnished on separate sheets clearly marked with the number of the item referred to in Schedule A.
4. The tender must clearly state all deviations (if any) in the Deviation Schedule and in Schedule B (if applicable).
5. No tender for any apparatus will be accepted unless the schedules below are fully completed.
6. Abbreviations specific to this schedule:
 - N/O : Normally open
 - N/C : Normally closed
 - max. : Maximum
 - min. : Minimum
 - L/M/H/VH : Low / Medium / High / Very high
 - O/H : Overhead
 - U/G : Underground

1. CONDITIONS

ITEM NO.	DESCRIPTION	UNIT	SCHEDULE A	SCHEDULE B
1.1	ENVIRONMENT			
1.1.1	Ambient air temperature range	°C	-5 to +45	
1.1.2	Average humidity	%	< 95	
1.1.3	Altitude	m	250	
1.1.4	Degree of pollution (SABS IEC 815) (L/M/H/VH)		Medium	
1.1.5	Application area		Indoor	
1.1.6	Ventilation method		Natural	

2. EQUIPMENT TO BE OFFERED – Bidder indicate supplier, provide detailed brochures of all equipment proposed and complete the schedule below:

Specified Requirements	Proposed
RTU - type	
RTU - 16DI/8DO	
RTU – Interface 1 x RS232 Port, 1 x RS485 Port	
RTU - Ethernet Port	
RTU – onboard I/O isolation and power protection	
RTU – IEC 61131-3 programming language	
RTU – Modbus or DNP3 communication protocol	
RTU – Expandable up to 1024 I/O points	
Radio – type	
Radio – LED indicators	
Radio – Interface 1 x RS232 Port, 1 x RS485 Port and Ethernet Port	

Radio – Ethernet communication to RTU	
Radio – ICASA approved, operating in the 440MHz - 445MHz frequency	
Radio – Communications failure alarm	
Radio – ARP traffic filtering	
Radio – can be configured to act as repeater unit	
Radio – frequency range 400 – 480MHz	
SCADA – Adroit software	
Enclosures – 1,5mm 3CR12 vandal-proof type	

LANGEBERG MUNICIPALITY

SUPPLY AND INSTALLATION OF TELEMETRY AND SCADA SYSTEMS, BONNIEVALE

TENDER NO : T42/2022

PROJECT REF NO : P07878

C2.2 : PRICING INSTRUCTIONS

- C2.2.1** Measurement and payment shall be in accordance with Clause 8 of the SABS 1200 Standardised Specifications for Civil Engineering Construction referred to in the Scope of Works, subject to the variations and amendments contained in the section "Applicable SABS 1200 standardised specifications".
- C2.2.2** Descriptions in the Bills of Quantities are abbreviated and comply generally with those in the Standardised Specifications. Clause 8 of each Standardised Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standardised Specification, or the Scope of Work, conflict with the terms of the Bill, the requirements of the Standardised or Scope of Work, as applicable, shall prevail.
- C2.2.3** The clauses in a specification in which further information regarding the Bill item can be obtained appear under "Reference clause" in the Bills of Quantities. The reference clauses indicated are not necessarily the only sources of information in respect of schedule items. Further information and set specifications may be found elsewhere in the contract documents. Standardised Specifications are identified by the letter or letters which follow SABS in the SABS 1200 series of specifications, e.g. G for SABS 1200 G.
- C2.2.4** Unless otherwise stated, items are measured nett in accordance with the drawings, and no allowance is made for waste.
- C2.2.5** The quantities set out in these Bills of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities.
- C2.2.6** The prices and rates to be inserted in the Bills of Quantities are to be the full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. The prices will be used as a basis for assessment of payment for additional work that may have to be carried out.
- C2.2.7** It will be assumed that prices included in these Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org or www.iso.org for information on standards).
- C2.2.8** Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered such items
- C2.2.9** A price or rate is to be entered against each item in the Schedule/Bills of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.

C2.2.10 Except where rates only are required, the Tenderer shall insert all amounts to be included in his total tendered price in the “Amount” column and show the corresponding total tendered price.

C2.2.11 The units of measurement described in the Bills of Quantities are metric units. Abbreviations used in the Bills of Quantities are as follows :

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

LANGEBERG MUNICIPALITY

SUPPLY AND INSTALLATION OF TELEMETRY AND SCADA SYSTEMS, BONNIEVALE

TENDER NO : T42/2022

PROJECT REF NO : P07878

C2.3 : BILL OF QUANTITIES

PRELIMINARY AND GENERAL

Item	Pay	Description	Unit	Unit Cost		Amount
				Material	Labour	
SECTION 1 : PRELIMINARY AND GENERAL						
1.1		Fixed-charge and Value-related items.				
		a) Contractual requirements	sum			
		b) Erection of facilities on site.	sum			
		c) Removal of facilities from site.	sum			
1.2		Time-related Items				
		a) Contractual requirements	sum			
		b) Usage and maintenance of facilities on site	sum			
		c) Supervision	sum			
		d) Company and Head Office overhead costs	sum			
1.3		Health and safety regulations as per Frontline SHEQ Consultant's Specification				
		a) Cost of health and safety measures to be taken in relation to the Construction Regulations	sum			
		b) Compiling and maintenance of the health and safety plan, including risk analysis, safe work procedures and work methods	sum			
		c) Compiling and maintenance of the health and safety file.	sum			
1.4		Testing and commissioning of complete installation	sum			
1.5		Supply as-built drawings	sum			
1.6		Supply operation and maintenance manuals	sum			
1.7		Training of Langeberg Municipality Staff (maximum 6 staff)	sum			
1.8		Attend to all wayleave applications with utility departments, communication companies and roads authorities.	sum			
TOTAL CARRIED FORWARD TO SUMMARY						

TELEMETRY AND SCADA SYSTEMS

Item		Description	Unit	Qty	Unit Cost		Amount
					Material	Labour	
SECTION 2 : TELEMETRY AND SCADA SYSTEMS							
2.1		Assesment Report, covering the complete instrumentation infrastructure, for the following sites: a) Sewage Pump Station 1 b) Sewage Pump Station 2 c) Sewage Pump Station 3 d) Sewage Pump Station 4 e) Sewage Pump Station 5 f) Sewage Pump Station 6 g) Sewage Pump Station 7 h) Sewage Pump Station 8 i) Sewage Pump Station 9 j) River Pump Station	ea. ea. ea. ea. ea. ea. ea. ea. ea. ea.	1 1 1 1 1 1 1 1 1 1			80,000.00
2.2		Ad-hoc repairs as highlighted in Assesment Report - Repairs only on Clients acceptance and approval of works	PC	Sum			
2.3		Allow for all costs and expenses in connection with the design, manufacture, installation quality management, painting, testing, supply, delivery, offloading and storage of the following materials and equipment including quality assurance, setting out of works and checking work carried out by others, of the Telemerty and SCADA systems for the following sites. Items as follows, but not limited too: RTU HMI Ethernet switch Converter Digital Ethernet Radio Power suppy, with UPS function Cabinet (3CR12) Battery Antenna system Surge protection MCC modifications Interfacing cables Enclosures (3CR12) Sundries Commissioning and testing As-built drawings					
TOTAL CARRIED FORWARD TO NEXT PAGE							

TELEMETRY AND SCADA SYSTEMS

Item		Description	Unit	Qty	Unit Cost		Amount
					Material	Labour	
TOTAL BROUGHT FORWARD FROM PREVIOUS PAGE							
		Staff training					
		SCADA PC					
		UPS (at least 2hr backup for SCADA PC)					
		43" monitor with wall munting bracket					
		SCADA Software					
		Updating of Software					
		Additional tags					
		Reporting system					
		Updating of mimics					
		PC configuration					
		a) Sewage Pump Station 1	Sum	Total			
		b) Sewage Pump Station 2	Sum	Total			
		c) Sewage Pump Station 3	Sum	Total			
		d) Sewage Pump Station 4	Sum	Total			
		e) Sewage Pump Station 5	Sum	Total			
		f) Sewage Pump Station 6	Sum	Total			
		g) Sewage Pump Station 7	Sum	Total			
		h) Sewage Pump Station 8	Sum	Total			
		i) Sewage Pump Station 9	Sum	Total			
		j) River Pump Station	Sum	Total			
		k) Bonnievale Central	Sum	Total			
		l) Ashton Central	Sum	Total			
2.4		Communication link between Bonnivale and Ashton SCADA PCs complete	Sum	Total			
2.5		Communication network charges	month	12			
2.6		ICASA Radio License Application	Sum	Total			
2.7		Maintenance over 12-month period					
		a) Annual site visit, including travel and labour	ea.	1			
		b) Breakdown call out, including travel and 1 days labour	ea.	3			
		c) Repairs to Telemerty and SCADA systems	PC	Sum			20,000.00
TOTAL CARRIED FORWARD TO SUMMARY PAGE							

TENDER NO. T42/2022

Supply and Installation of Telemetry and SCADA - Bonnievale

SUMMARY PAGE

Item	Refer To	Description			Amount
1		P&G's			
2		TELEMETRY AND SCADA			
		SUB-TOTAL (1)			
3		CONTINGENCIES @ 5%			
		SUB-TOTAL (2)			
4		VAT @ 15%			
		TOTAL			

LANGEBERG MUNICIPALITY

SUPPLY AND INSTALLATION OF TELEMETRY AND SCADA SYSTEMS, BONNIEVALE

TENDER NO : T42/2022

PROJECT REF NO : P07878

PART C3 : SCOPE OF WORK

C3.1 Description of the Works

C3.2 Engineering

C3.3 Procurement

C3.4 Construction



LANGEBERG MUNICIPALITY

SUPPLY AND INSTALLATION OF TELEMETRY AND SCADA SYSTEMS, BONNIEVALE

TENDER NO : T42/2022

PROJECT REF NO : P07878

C3.1 : DESCRIPTION OF THE WORKS
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C3.1.1 EMPLOYER'S OBJECTIVES

The project specification covers the related design, supply, delivery, installation, testing, commissioning, delivery and 12-month maintenance period of a complete Telemetry and SCADA system, in full working order.

C3.1.2 OVERVIEW OF THE WORKS

The main objective of this system is to monitor the Sewage Infrastructure of Bonnievale and the surrounding area.

The scope of works entails the following:

- a) New Telemetry system for Sewage Pump stations as set out herein
- b) New Central Control Station with Telemetry Base Station, SCADA server and SCADA graphic displays at the Central Station to monitor & display in Bonnievale.
- c) All necessary MCC modifications.
- d) Integration of the new Bonnievale System to the Ashton SCADA System

C3.1.3 LOCATION OF WORKS

The site is situated in Bonnievale and Ashton, Western Cape Province.

Access to the site is via existing roads.

LANGEBERG MUNICIPALITY

SUPPLY AND INSTALLATION OF TELEMETRY AND SCADA SYSTEMS, BONNIEVALE

TENDER NO : T42/2022

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C3.2 : ENGINEERING

C3.2.1 DESIGN SERVICES AND ACTIVITY MATRIX

The Works designed by, per design stage:

Concept and overall process	Employer
Basic engineering and detail layout	Contractor
Final design to be approved for construction stage	Contractor
Temporary and permanent works	Contractor
Preparation of "as built" drawings	Contractor
Plant/equipment design and manufacture	Contractor

C3.2.2 DESIGN BRIEF

Refer to section 3.4 "Construction" for equipment design and performance requirements.

C3.2.3 DRAWINGS

The following drawings are attached:

P07878-00-GM-MAP-0001	Locality Plan
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C3.2.4 DESIGN PROCEDURES

The contractor shall complete the design to the performance specifications included in Section 3.4.

C3.2.5 DELIVERY CONSTRAINTS

The Local Authority requires the project to be completed within the 2021/2022 Municipal financial year.

The bid must indicate compliance.

LANGEBERG MUNICIPALITY

SUPPLY AND INSTALLATION OF TELEMTRY AND SCADA SYSTEMS, BONNIEVALE

TENDER NO : T42/2022

PROJECT REF NO : P07878

C3.3 : PROCUREMENT

CONTENTS

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3 : TARGETED CONSTRUCTION PROCUREMENT STANDARD SPECIFICATIONS		C3.1-13
4 : VARIATIONS TO THE TARGETED CONSTRUCTION PROCUREMENT SPECIFICATIONS		C3.1-19

TARGETED CONSTRUCTION PROCUREMENT

1.1 Objective

The Employer applies and promotes the principles of Targeted Construction Procurement. In terms of Employer's current procurement policy this project provides for the following objectives to be actively pursued:

- the provision of opportunities for Small, Medium and Micro- Business Enterprises (SMMEs).
- the provision of work opportunities for local labour.
- maximizing of job creation by adopting labour-intensive construction methods wherever physically feasible and economically justifiable.

1.2 Contract requirements

The Targeted Construction Procurement: Participation of Targeted Enterprises and Targeted Labour Standard Specifications is included in Part 3 of this C3.3 of the Scope of Works and shall apply as additional Works Specifications to this contract.

For this Contract, the Employer has set minimum Contract Participation Goals, calculated as a percentage of the Tender Sum less VAT, contingencies, contract price adjustment (CPA) / escalation, provisional and prime cost sums if any, which are specified in the Project Specifications in Part 4 of C3.3: Procurement of the Scope of Work in accordance with the Targeted Construction Procurement: Participation of Targeted Enterprises and Targeted Labour Standard Specifications.

1.3 Labour workforce

On this Contract, it is the intention that work is provided for Targeted Labour, namely Local Labourers of the local communities during the execution of the Works. Labourers and workers of the local communities required by the Contractor shall be targeted, recruited and appointed for work to enable the Contractor to comply with the minimum Contract Participation Goal for Targeted Labour set by the Employer for the Contract.

The Contractor and his subcontractors shall ensure that they enter into a Contract of Employment with each employee engaged on the Contract.

1.4 Labour-intensive construction

Where practical and economically feasible, construction work should be undertaken using labour-intensive methods. The Contractor shall employ labourers, artisans and subcontractors for the execution and completion of this work.

Some of the activities, which may be considered as being suitable to be undertaken by labour-intensive methods, include the following:

- Hand excavations
- Site clearance
- Loading material into trucks

2. SUBCONTRACT WORK

2.1 General

The Contractor may subcontract portions of the Work included in the Contract. Clause 4.4 of the FIDIC Conditions of Contract for Plant and Design-Build makes provision for subcontracting. Subcontract work provides suitable work opportunities for smaller businesses and targeted enterprises.

Subcontract work provides jobs and opportunity for all small businesses and can also be used to secure goal credits for targeted enterprises. It is recommended that the SAFCEC-based Subcontract document is used for all subcontracted work on construction contracts. In the interests of all parties, the Contractor shall enter into a written subcontract with each subcontractor in accordance with the abovementioned

Subcontract document. The subcontract gives effect to all the provisions of the Contract in respect of the relationship between the Contractor and the subcontractor and the liabilities and responsibilities to be accepted by both parties. Where necessary, the Contractor will have to provide surety, insurance and facilities for the subcontractor.

In terms of this Contract, each subcontractor shall be required to submit a separate valid Tax Clearance Certificate and a completed Enterprise Declaration (C3.3 of Form CPF1).

2.2 Selected Subcontractors

Clause 4.4 of the FIDIC Conditions of Contract for Plant and Design-Build shall apply.

2.3 Appointment of targeted enterprise subcontractors

The Contractor is required to appoint domestic subcontractors in order to meet the participation goal for targeted enterprises as indicated in Schedule CPF1.

The Contractor will be allowed to subcontract any portion of work that he wants to count towards his participation goal and make an award on a domestic subcontract basis, subject to the requirements of Clause 4.4 of the FIDIC Conditions of Contract for Construction. The Contractor may procure these subcontractors using his own subcontract selection methodology.

Prior to the appointment of any domestic subcontractor, whose work is to contribute to the participation goal, the Contractor shall submit to the Employer details of the scope of the work subcontracted including the relevant items in the Bill of Quantities, what the subcontract total sum is and what the Contractor's corresponding tender amount is for the same scope of work is including all the relevant Establishment and General sums and any other allowable sums.

In the event that the subcontract total sum is less than 85% of the corresponding Contractor's sum indicated above, or the subcontract total sum is less than 65% of the Employer's internal estimate, the Contractor shall undertake to allow the subcontractor to submit any explanatory information regarding the subcontract to the Employer, and the subcontractor shall agree be interviewed by the Employer or the Employer's Agent to discuss the breakdown of the subcontract sum in order to satisfy the Employer that the subcontractor can complete the work at the amount submitted on a reasonable sustainable commercial basis. If there are concerns about the subcontractor's tender sum the subcontractor shall have the right to withdraw their tender without any sanction of any nature by the Contractor.

If the subcontractor withdraws the Contractor may have to select a different package of work to contribute to his subcontract target or choose and propose to appoint a different subcontractor for the same scope of work, or the Contractor will have to present, for the same subcontractor a re-negotiated subcontract sum that will be acceptable to the Employer. All additional costs that may arise as a result of such a re-negotiation or re-tendering/re-appointment shall be borne by the Contractor.

If a suitable subcontractor cannot be identified for the envisaged scope of works the Contractor shall complete the work at his tendered rates and the associated part of the works shall form part of the works executed by the Contractor and be excluded from counting towards the subcontract participation goal(s).

3. TARGETED CONSTRUCTION PROCUREMENT SPECIFICATIONS

The following Standardized Specifications for the implementation of Targeted Construction Procurement

Targeted Construction Procurement: Participation of Targeted Enterprises and Targeted Labour

as bound and included hereinafter in this Part 3 of C3.3 of the Scope of Work, shall apply to and form part of this Contract.

This Targeted Construction Procurement Standard Specification makes provision defining targeted enterprises and targeted labour, weightings for different subcategories, for factors and additional requirements to be specified to suit a particular contract. Details of such factors or additional

requirements applicable to this contract and amendments to the standard specifications are contained in the Project Specifications in Part 4 of this C3.3 of the Scope of Works.

STANDARD SPECIFICATIONS

TARGETED CONSTRUCTION PROCUREMENT PARTICIPATION OF TARGETED ENTERPRISES AND TARGETED LABOUR

CONTENTS

CP 1	SCOPE
CP 2	DEFINITIONS
CP 3	REQUIREMENTS
CP 4	COMPLIANCE
CP 5	RECORDS
CP 6	SANCTIONS

CP 1 SCOPE

The following Targeted Construction Procurement Specifications as bound and included hereinafter, shall apply to and form part of this Contract. This Specification:

- specifies the general requirements for engaging targeted enterprises and targeted labour on a contract for the provision of services or works;
- specifies the contract participation goal;
- sets out the methods by which the contract participation goal will be measured, quantified and verified in the performance of the contract; and
- describes the means by which:
 - progress towards the achievement of the contract participation goal will be monitored;
 - compliance with requirements will be verified and monitored; and
 - the contract participation goal will be adjusted to accommodate variations to the scope of the contract.

These Specifications cover the implementation and engagement of targeted enterprises and targeted labour recruited from local communities. A major objective is to extend economic opportunities and entrepreneurial capacity to all localities by the optimum utilization of the resources existing in the vicinity of projects, the development of these resources in the execution of the project, and by maximizing the amount of project funds retained within the project locality.

CP 2 DEFINITIONS

The following definitions shall apply:

CP 2.1 Allowance: An amount provided for in the contract by the Employer relating to:

- the performance by the contractor of work or services, the extent and scope of which were not defined at the time that the contract was entered into;
- work or services to be performed, or supplies provided, by a subcontractor nominated or selected by the employer;
- provision for escalation of costs; or
- budgetary provisions

CP 2.2 Commercially useful function : The performance of real and actual work, or the provision of services, in the discharge of any contractual obligation which includes, but is not limited to, the performance of a distinct element of work which the enterprise has the skills and expertise to undertake and the responsibility for management and supervision.

CP 2.3 Contract Participation Goal CPG: An amount equal to:

- the value of supplies, services and works for which the contractor contracts targeted enterprises in the performance of the contract; and

- the wages and allowances for which the contractor contracts to engage targeted labour; exclusive of any VAT which the law requires the Employer to pay expressed as a percentage of the net amount.

CP 2.4 Control: The possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of an enterprise, and the active and continuous exercise of appropriate managerial and financial authority and power in determining the policies and directing of operations of the said enterprise.

CP 2.5 Manufacturer : A sole trader, partnership or legal entity that operates or maintains a factory or establishment that produces on its premises, materials or supplies required in terms of the contract.

CP 2.6 Net Amount : The financial value of the contract at the time of award of the contract, exclusive of all allowances, provisional sums, contingencies, contract price adjustment (CPA) / escalation and any VAT which the law requires the Employer to pay to the Contractor.

CP 2.7 Ownership : The legal right of possession, including the right of disposition, and sharing in all risks and profits commensurate with the degree of ownership interest or shareholding, as demonstrated by examination of the substance, rather than the form of ownership arrangements.

CP 2.8 Prime Contractor: A Contractor under contract to an Employer as the principal or main contractor.

CP 2.9 Raw Materials : Materials such as crushed stone, gravel, sand, stone and natural materials which require a mining permit or right to obtain.

CP 2.10 Supplier: A sole trader, partnership or legal entity that:

- owns, operates or maintains a store, warehouse or other establishment in which supplies are bought, kept in stock and regularly sold to wholesalers, retailers or the public (or all three) in the usual course of business, and
- engages, as its principal business and in its name, in the purchase and sale of supplies.

CP 2.11 Target Area: A geographical area defined in the contract.

CP 2.12 Targeted Enterprise: A defined sole trader, partnership or legal entity, as defined in the contract..

CP 2.13 Targeted Labour : Individuals, employed by the Contractor in the performance of the contract, who are defined as the target group in the contract and who permanently reside in the target area and who are recognized as being residents of the target area on the basis of identification and association with and recognition by residents of the target area.

CP 3 REQUIREMENTS

CP 3.1 Contract Participation Goal

The Contractor shall engage targeted enterprises and targeted labour directly in the performance of the contract to the extent that the monetary value of such engagements, exclusive of VAT required by law, expressed as a percentage of the net amount, is not less than the minimum contract participation goal(s) as specified by the Employer for the Contract.

The Contractor shall submit details of his plan to achieve the contract participation goal(s) within five working days of being instructed to do so. If no such instructions are given, these plans shall be submitted before the submission of the first claim for payment.

NOTE The information contained in the contract participation goal implementation plan should facilitate, in the first instance, the monitoring of the contractor in terms of his goal contract participation obligations and, in the second instance, the making of any adjustments to compensate for quantitative under runs, the elimination of items, etc. (see CP 6).

CP 3.2 Achieving the Contract Participation Goal

A contractor may achieve the specified contract participation goal by:

- by engaging one or more targeted enterprises to perform commercially useful functions in the performance of the contract; or
- by engaging targeted labour.

Contractors shall submit completed targeted enterprise declaration affidavits, together, where relevant, with letters of undertaking to act as subcontractors / suppliers / manufacturers / service providers in respect of each and every targeted enterprise whose contribution shall be counted towards the contract participation goal. These documents shall be submitted before the submission of the first payment claim or as otherwise agreed.

CP 3.3 Contract Participation Goal Credits

Credits towards the contract participation goal shall be granted, subject to these provisions, by converting the value of the total monetary value of the contributions made by the targeted enterprises and the wages and allowances paid to the targeted labour, exclusive of VAT required by law, to a percentage of the net amount and multiplying such values by the appropriate weightings for the different categories of targeted enterprises, target groups and target areas, if any, provided for in the contract.

The total monetary value of the contributions made by targeted enterprises (other than targeted suppliers) in fulfilling contractual obligations subject to such targeted enterprises not subcontracting more than 15 % of the value of their contributions to non-targeted enterprises;

No credits shall be accorded should the Contractor:

- make a direct payment to a supplier, manufacturer or plant hire/lease company on behalf of a targeted enterprise when such payment is recovered by making deductions from payments to the targeted enterprise in connection with the contract.
- fail to enter into written contractual agreements with targeted enterprises
- fail to enter into written agreements with targeted labour.

Credits claimed towards the contract participation goal shall be denied if such written contractual agreements contain clauses which are not in accordance with the provisions of the contract and where targeted enterprises are contracted, contain provisions for:

- a right to set off in favour of the employing contractor not provided for by law:
- authoritarian rights given to employing contractor or his agent, with no recourse to independent adjudication in the event of a dispute arising:
- payment procedures based on a pay-when-paid system:
- unreasonable retention percentages and periods of retention after completion; or
- conditions which are more onerous than those which exist in the prime contract.

Credits shall be denied should targeted enterprises not adhere to statutory labour practices or fail to perform commercially useful functions.

Credit will be denied should the Contractor not employ Targeted Labour in accordance with comply with the following relevant statutory legislation:

- Basic Conditions of Employment Act 75 of 1997
- Labour Relations Act 66 of 1995
- Employment Equity Act 55 of 1998 (Chapters 1 and 2)
- Occupational Health and Safety Act 85 of 1993
- Compensation for Occupational Injuries and Diseases Act 130 of 1993
- Skills Development Act of 1998

The statutory Department of Labour Government Notice No. R204 of 2 March 2001: Basic Conditions of Employment Act (No. 75 of 1997): Sectorial Determination 2: Civil Engineering Sector, South Africa as amended shall apply in respect of any employer or employee associated with the contract.

CP 4. COMPLIANCE
CP 4.1 General

The Contractor shall enter into written contractual agreements with all the targeted enterprises cited in the contract participation goal implementation plan and shall, as soon as is practicable, furnish the Engineer with copies of such agreements and the written acceptances thereof. The contract to be performed by the targeted enterprises shall thereafter neither be reduced in scope, nor terminated without the prior written approval of the Engineer, which shall not be unreasonably withheld or delayed.

The Contractor, who makes use of targeted labour for the purpose of securing credits, shall enter into written contracts with all the individuals classed as targeted labour and during the performance of the contract, furnish the Engineer with copies or proformas of all contracts entered into.

CP 4.2 Substitutions

In the event that, through no fault of the Contractor, a contracted targeted enterprise is found to be:

- (a) Unable to perform, or to perform on time;
- (b) Unable to produce acceptable work;
- (c) Unwilling to perform work required; or
- (d) Not fit to perform the service;

The Contractor shall notify the Engineer of the apparent necessity to reduce or terminate such a targeted enterprise's contract, citing the reasons therefore.

In the event that the Employer approves the Contractor's request to be relieved of his obligation to make use of a contracted targeted enterprise, the Contractor shall either provide a substitute targeted enterprise to take over the contract, or engage a targeted enterprise on another aspect of the contract so as to secure the required credits to achieve the contract participation goal.

The Contractor may only terminate contracts with contracted targeted enterprises and enter into agreements with substitute targeted enterprises for the purpose of securing credits towards the contract participation goal, with the Employer's approval, which shall not be unreasonably withheld. Where the Employer approves such substitutions, the Contractor shall comply with the requirements of CP 3.1.

The Employer may, at his sole discretion and upon the basis of evidence submitted by the Contractor in support of fruitless efforts in good faith to secure substitute targeted enterprise participation, grant a waiver in respect of contract participation goal obligations.

CP 4.3 Bona fides of targeted enterprises

Achievement measured against the Targeted Enterprise target value shall only be accepted if the respective Targeted Enterprise for which services or work is being claimed as having been performed, is registered with an accredited agency such as provincial Departments of Work or Transport. In addition, documentary evidence that such Targeted Enterprises are registered with the South African Revenue Services shall be lodged with the Engineer before the work or service may be considered as having been performed by a bona fide Targeted Enterprise. The responsibility for producing evidence of the respective registration documentation shall rest with the Contractor.

Where an enterprise under contract was initially considered to be a targeted enterprise but is later discovered not to be so, or is found not to be creditable towards contract participation goals, the Employer may consider a partial waiver of the Contractor's obligations towards the achievement of contract participation goals in respect of such a targeted enterprise, should the Contractor satisfactorily demonstrate that he was justified in believing the enterprise to be a targeted enterprise and that eligibility standards were not violated.

CP 5 RECORDS

CP 5.1 General

The Contractor shall submit all the documentation required in terms of CP 3.1, CP 3.2, CP 4.1 and CP 5.2 timeously and, together with his programme of activities, a schedule which indicates clearly the expected commencement and completion dates of work and services to be performed by all the targeted enterprises engaged on the contract for the purpose of securing credits towards the contract participation goal. This schedule shall be updated by the Contractor whenever a change in date occurs.

The Contractor shall assume responsibility for the compilation and maintenance of comprehensive records detailing each targeted enterprise's progress during the construction duration, starting from the award of a subcontract to an enterprise until the successful completion of the subcontract work or termination of the subcontract.

CP 5.2 Monthly returns

The Contractor's participation performance will be measured monthly in order to monitor the extent to which he is striving to reach the Contract Participation Goal (CPG) proposed in his tender.

The Contractor shall prepare and attach to his claim for payment, in a form approved by the Employer, the following:

- (a) A brief report which describes the commercially useful functions performed by the targeted enterprises in the performance of the contract, both over the interim period and on a cumulative basis;
- (b) A schedule reflecting the estimated total value of the contracts, the cumulative value of the contracts and the value of supplies provided or work and services performed (or both) over the period for which payment is claimed in respect of each and every targeted enterprise performing commercially useful functions;
- (c) A schedule which lists the names, identity numbers, gender, trade/occupation, period of employment, employment number and the like, as directed by the employer's representative, together with the respective wage rates and allowances payable in respect of targeted labour, including the monetary value of wages and allowances paid both on a cumulative basis and over the period for which payment is claimed; and
- (d) A schedule of wages and allowances paid to all employees, indicating the status of such employees, where the contractor fulfils his contract participation goal obligations by virtue of his targeted enterprise status as a prime contractor.

Reporting forms shall accompany the Contractor's monthly claim presented to the Engineer for payment of certified completed work. Failure to adhere to this requirement shall result in the delay of any payment due until the Engineer confirms that the forms have been received.

CP 5.3 Monitoring

Should random inspections conducted by the Employer's Representative on targeted enterprise activities indicate that such enterprises are not performing in accordance with the requirements of this provisions, the Contractor shall provide, in addition to the requirements of CP 5.2, separate weekly resource returns and any other relevant information in respect of such targeted enterprises in a format approved by the Employer's Representative.

The Employer's representative shall certify the value of the credits counted towards the Contractor participation goal whenever a claim for payment is issued to the Employer, and shall notify the Contractor of this amount.

The Contractor shall, upon completion of each individual targeted enterprise's contract, issue a completion certificate and certify the amount paid to such targeted enterprises. He shall submit the certificates, counter-certified by the relevant targeted enterprise, to the Engineer for record-keeping purposes. The Contractor shall furnish reasons to the Engineer and Employer whenever it is not possible to obtain such counter certification.

The Contractor shall, upon termination of the services of the individuals classed as targeted labour engaged in activities relating to the performance of the contract, certify the amount paid to such individuals and submit the certificate, counter-certified by the relevant individual, to the Engineer for record-keeping purposes.

CP 6. SANCTIONS

In the event that the Contractor fails to substantiate that any failure to achieve the contract participation goal was due to:

- quantitative under runs,
- the elimination of items contracted to targeted enterprises, or
- any other reason beyond the contractor's control which may be acceptable to the employer, the sanctions provided for in the contract shall apply.

NOTE The contract establishes the sanctions that apply. Sanctions which may be applied are usually in the form of:

- a) financial penalties, typically formulated on the difference between the contracted contract participation goal and the contract participation goal achieved in the performance of the contract;
- b) the rejection of claims for payment as being incomplete should the appropriate supporting documentation not be provided; and
- c) the issuing of completion certificates only after the certificates described in CP 5.3 are received.

4. VARIATIONS TO THE TARGETED CONSTRUCTION PROCUREMENT SPECIFICATIONS

PROJECT SPECIFICATIONS

Variations, amendments and additions to the Targeted Construction Procurement: Participation of Targeted Enterprises and Targeted Labour Standard Specification are as set out below. Should any requirements of the variations conflict with other requirements of the Targeted Construction Procurement Standard Specification, the requirements of the variation shall prevail.

The number of each clause and each payment item in this part of the project specifications consists of the prefix PS (Project Specification – applicable to this project) followed by a number corresponding to the number of the relevant clause or item in the Targeted Construction Procurement Standard Specification. The number of a new clause or item which does not form part of a clause or item in the Targeted Construction Procurement Standard Specification and which is included here is also prefixed by PS followed by a new number.

PSCP 2 DEFINITIONS

PSCP 2.12 Supplier

Add the following:

For the purposes of this Contract:

Raw Materials suppliers who are located in the Langeberg Municipal area shall be considered a Targeted Enterprise.

PSCP 2.13 Target Area

Add the following:

For this Contract the following geographical Target Areas shall apply:

1. The geographical area located within a radius of 30 km of the centroid of the contract Site of the Works – Local Area: Robertson.

2. The geographical area, excluding Target Area 1, located within the boundaries of the **Langeberg Municipal area**.
3. The geographical area, excluding Target Areas 1 and 2, located within the Western Cape Province.

PSCP 2.14 Targeted Enterprise

Add the following:

For this Contract **Targeted Enterprises shall be local Business located in the Target area..**

It follows logically therefore that the definition of a **Women Business Enterprise** is identical to a Business Enterprise.

Similarly therefore a **Local Business Enterprise** is an Enterprise, which has been operating from a registered business address within the defined target area prior to being engaged on the contract. It is incumbent on the Business Enterprise to provide proof of such residency on the basis of identification, registered business address, property owned and liability for rates and services to the local authority within the defined target area.

PSCP 2.15 Targeted Labour

Add the following:

The following individuals are defined as **the target group for this Contract:**

South African citizens who permanently reside within the boundaries of Target Area 1 as specified. It is incumbent on individuals defined as Targeted Labour to demonstrate their claims to such residency on the basis of identification and association with and recognition by members of the community residing within the aforementioned area. It is incumbent on individuals to provide evidence of qualifying for the target groups.

For this Contract the following Labour subcategories shall apply:

Subcategory 1. Women.

Subcategory 2. Youth (age 18 -35 years)

Targeted labour does **not** include the permanent labour workforce of the Contractor or his subcontractors.

PSCP 3 REQUIREMENTS

PSCP 3.1 Contract Participation Goal

Add the following:

For this Contract the minimum Contract Participation Goals, calculated as a percentage of the Net Amount (Tender Sum excluding VAT less allowances (contingencies, contract price adjustment (CPA) / escalation)), set by the Employer are.

Contract Participation Goal for Targeted Enterprises	Target Area	CPG ¹ _{min}	Minimum set by Employer
Total for Subcontractors CPF1 Annex A 2	1 or 2	CPG ^{1E} _{min}	0 %
Total for Suppliers, Manufacturers CPF1 Annex A 6	1 or 2	CPG ^{1S} _{min}	0 %

Contract Participation Goal for Targeted Labour	Target Area	CPG ² _{min}	Minimum set by Employer
Total for Targeted Labour CPF2 Annex B 2	1	CPG ² _{min}	0%

Tenders that do not meet **each of the individual abovementioned minimum Contract Participation Goals** (CPG_{min}) set by the Employer will not be considered (not applicable if minimum percentage specified is 0%). Tenderers who commit to contract participation goals less than the specified minimum Contract Participation Goals (CPG_{min}) set by the Employer will be declared unresponsive in terms of Condition of Tender Clause F.3.8.

Note:

- 1) The successful tenderer / Contractor who does not meet each of the individual minimum contract participation goals set by the Employer faces the possibility of being sanctioned. (See PSCP 6 below)

Credits towards the contract participation goal for targeted enterprises will only be accorded to subcontractors / suppliers / manufacturers / service providers, who undertake work directly for / to the Prime, Principal or Main Contractor. No credits will be accorded to targeted enterprises who are engaged by subcontractors / suppliers / manufacturers / service providers working under the Prime Contractor.

Credits towards the contract participation goal for targeted labour will only be accorded to local (Target Area 1) labourers, who are temporarily employed by the Prime, Principal or Main Contractor and subcontractors, who undertake work directly for / to the Prime, Principal / Main Contractor in the performance of the contract.

PSCP 6 SANCTIONS

Add the following:

Achievement towards the tendered Contract Participation Goal (CPG) will be monitored against the individual contributions for targeted enterprises and targeted labour. Achievement shall be measured on a month by month basis against each of the individual tendered CPG targets. Penalties shall be applied as outlined hereinafter calculated according to the shortfall of **each of the individual** tendered CPG targets upon completion of the contract.

In the event that the Contractor fails to substantiate that any failure to achieve each individual Contract Participation Goal (CPG) relating to the tendered target goal was due to quantitative under runs, the elimination of items, or any other reason beyond the Contractor's control which may be acceptable to the Employer, the Contractor shall pay to the Employer penalties (P) in an amount determined in accordance with the following formula:

$$P = 0,50 \times \frac{(D - Do)}{100} \times N_A$$

where D = minimum Contract Participation Goal (CPG) percentage set by the Employer.

Do = the Contract Participation Goal (CPG) which the Employer's Representative, based on the credits passed, certifies as being achieved upon completion of the Contract.

N_A = Net Amount

P = Rand value of penalty payable

LANGEBERG MUNICIPALITY

SUPPLY AND INSTALLATION OF TELEMETRY AND SCADA SYSTEMS, BONNIEVALE

TENDER NO : T42/2022

PROJECT REF NO : P07878

C3.4 : CONSTRUCTION

C3.4.1 WORKS SPECIFICATION

C3.4.1.1 Applicable SANS Standards

- The Statutory National Specification, referred to in the Occupational Health and Safety Act 85 : 1993, as amended shall apply.

C3.4.1.2 Particular Specifications

The Particular Specifications are attached.

The following specifications are applicable.

PMT : SCADA Systems for Civil Services

C3.4.2 Details of Contract

SECTION 1 : THE WORKS

PS.1 DESCRIPTION OF THE WORKS

The main objective of this system is to monitor the following Pump Station Sites in Bonnievale and the surrounding area:

- 9 x Bonnievale Sewage Pump Stations
- 1 x River Pump Station

The scope of works entails the following:

- a) New Telemetry system for Pump Stations as set out herein
- b) New Central Control Station with Telemetry Base Station, SCADA server and SCADA graphic displays at the Central Station to monitor & display in Bonnievale.
- c) All necessary MCC modifications.
- d) Survey, test, calibrate, repair and replace existing instrumentation equipment as needed.
- e) Integration of the new Bonnievale System to the Ashton SCADA System

PS.1.1 **CENTRAL STATION**

A new Telemetry Central Station with SCADA System shall be installed at the Bonnievale Municipal Offices.

The SCADA System should have adequate tags to accommodate all the telemetry signals. The tenderer should also allow for addition 30% for future expansion. All I/O signals should be individually scanned on the SCADA System. Ashton's SCADA should have sufficient tags to fully integrate the Bonnievale System.

PS.1.2 **OUTSTATIONS**

The new telemetry unit shall be able to accept digital input/output, pulse and analogue signals from process transducers and via Ethernet/RS232/485 data link to the radio, transmit these signal values to another telemetry units or to the central station.

PS.1.2.1 Telemetry System requirements as follows:

- a) Each RTU shall be fully integrated with on-board I/O. It shall be possible to expand I/O.
- b) Each RTU should have min. of 16 Digital inputs, 8 Digital Outputs and 4 Analog Inputs.
- c) Each RTU should have a min. 1 x RS232 port, 1 x RS485 port and one full ethernet port.
- d) The RTU must have onboard I/O Isolation and power protection.
- e) The RTU must be compatible for remote firmware downloads and programs downloads
- f) RTU must be able to be programmed with IEC 61131-3 programming language.
- g) The radio shall provide LED indication for when the unit connects to the network and when it transmits and receives a message. It shall also provide LED indication of power supply status.
- h) The radio shall be housed in a strong non-corrosive aluminum enclosure, capable of withstanding harsh industrial environments.
- i) The radio unit shall have plug-in removable terminal strips for ease of replacement.
- j) The radio communication to RTU should be ethernet.
- k) Every radio unit should be accessible over-the-air for remote configuration and diagnostics.

PS.1.2.2 Telemetry System operations as follows:

- a) The Telemetry System shall operate using peer-to-peer communications. Any unit shall be able to communicate to another unit, and any unit shall be able to communicate with all other units.
- b) The Telemetry System shall use an exception-reporting protocol with a self-checking update or poll function. The time period of the update or poll shall be able to be configured individually for each input channel.

- c) The Telemetry System protocol should be either Modbus or DNP3. DNP3 is the preferred communication medium. All protocols should be open and should not bind the Langeberg Municipality to one supplier, thus no closed protocols will be accepted.
- d) It shall be possible to configure each unit such that any input channel can be linked to any output channel on any unit. It shall be possible to link any input channel to multiple output channels. Radio messages shall not be transmitted for input channels which are not configured. It shall be possible to combine (user-configurable) different types of I/O types into a single radio block message to maximize over-the-air radio traffic efficiency.
- e) The complete radio system setup shall be based on the ICASA approved digital radios operating in the 440MHz - 445MHz frequency.
- f) Radio messages shall use data encryption to protect against theft of wireless data (industrial espionage), and to protect against the malicious injection of radio messages into the system. Encryption shall use a security key of at least 256 bits and have multi-level password protected configuration capabilities.
- g) Radio units shall encrypt the radio messages before transmitting and shall decrypt received messages before processing the messages. Radio units which receive messages from other units with a different security key will not be able to understand the message after encryption.
- h) All firmware upgrades shall be done via a secure encrypted firmware file only.
- i) The radio unit shall transmit a data frame comprising addressing, input values and error-check. The RTU unit shall transmit via the Radio the value of the input signal whenever the signal changes. The input value shall also be transmitted if the signal has not changed within a pre-configured update time. The update time must be individually configurable for each input.
- j) If a transmitting unit does not receive an acknowledgement on the first attempt, it shall re-transmit the message. The unit shall continue to re-try to send the message up to five times until it receives an acknowledgment. The time between re-transmissions shall be a random time. If an acknowledgement is still not received after the fifth attempt, then the transmitting telemetry unit shall provide an output signal as a "communications failure alarm". A communications failure alarm shall not stop the unit from transmitting other messages.
- k) On start-up, the telemetry unit shall transmit the current values of input signals according to the configuration of the unit. It shall also be possible to configure a start-up message to request immediate messages from remote units so that it can set its outputs to the correct values. This is depended on the protocol in use.
- l) There shall be an option on every radio unit to perform whitelist, blacklist IP and MAC as well as ARP traffic filtering to prevent unwanted over-the-air traffic packets.
- m) Each radio unit shall be able to be configured as a repeater unit for other units. If a unit receives a message with its unit address listed as a unit address, then it shall acknowledge the message, and re-transmit the message onto the next address in the data frame.
- n) Configuration of repeaters shall be performed at the network setup stage, such that it shall not be necessary to specify afterwards the specific routes within in radio unit the route to address the data packets for destination delivery.

- o) Repeater units shall also be able to act as normal radio units in every way.

PS.1.2.3 Radio Transmitter

- a) The radio transceiver shall be available to suit a variety of licensed and unlicensed telemetry bands:
 - 400 – 480 MHz (in a single radio model),
 - 25kHz or 12.5KHz channel spacing (software configurable)
 - 10mW – 10W (software configurable)
- b) Radio interfaces should include RS232, RS485 and ethernet
- c) Data shall be transmitted at a raw data rate of at least 48kbps on a 12.5kHz channel. With OTA (over-the-air) data compression techniques a data throughput of 80kbps shall be possible on a 12.5kHz channel.
- d) The antenna connection shall be internally protected by a gas discharge surge arrester.
- e) The radio shall connect to the RTU via ethernet.
- f) Should be at least IP40.
- g) The radio unit shall have an option to be configured by software as either a repeater unit or remote station.
- h) Radio transmitter must be ICASA approved; valid ICASA certificate to be submitted as part of Schedule 1T of the Returnable Documents (T2.1).

PS.1.2.4 Digital Inputs

- a) The telemetry unit shall connect to at least sixteen on-board inputs.
- b) The telemetry digital voltage range should be 0-36Vdc.
- c) When the digital signal changes, the telemetry unit shall immediately transmit the signal value via the radio.
- d) The telemetry unit shall provide a LED indication of the status of each input.
- e) All inputs and outputs shall be part of the same housing as the telemetry unit. The exception is the expansion add-on I/O to the base unit.

PS.1.2.5 Digital Outputs

- a) The telemetry unit shall connect to at least eight on-board outputs.
- b) Where outputs are transistor outputs, a voltage range of at least 12-36Vdc will be required with a max. current of 2A @30Vdc.
- c) Where outputs are relay base the max. contact current should be 3A@30Vdc and 5A@230Vac
- d) The telemetry unit shall provide a LED indication of the status of each input.

PS.1.2.6 Analog Inputs

- a) The telemetry unit shall provide at least eight 4-20mA inputs. Each analog input shall be able to measure within the range 0 – 20 mA.
- b) The analog input shall have at least 16-bit resolution.
- c) The analog value shall be continuously measured and transmitted on change of input signal or time elapsed since last transmission. At each transmission, the telemetry unit shall transmit via the radio, the last measured value to its best resolution and accuracy.
- d) The telemetry unit shall provide a 24VDC regulated power supply to power analog loops. This power supply shall have sufficient capacity to drive all analog inputs and outputs at 20mA.

PS.1.2.7 Analog Outputs (if required)

- a) The telemetry unit shall provide at least two 4-20mA sourcing outputs. Each analog output shall be within the range 0 – 24 mA.
- b) The analog output shall have at least 12-bit resolution.

PS.1.2.8 Power Supply

- a) A battery backup suitable for 4-hour operation must be provided within the telemetry enclosures. Sufficient space must be provided that all telemetry equipment and terminals are accessible without moving the battery.
- b) The power supply unit shall be able to be powered from a 12Vdc or 24Vdc supply.
- c) If the battery voltage drops to less than 11.0 volts, the charger will shut-down all operations except for battery-charging operations.
- d) The power supply unit shall provide LED indications of main power supply health and normal unit operation.
- e) The power supply unit shall provide internal status of incoming main supply and low battery voltage. The power supply unit shall be equipped with potential free contacts for the following signals: Mains Failure and Battery Low.

PS.1.2.9 Serial Ports

- a) The telemetry unit shall provide a RS232 port (up to 200 kbps) and a RS485 port (up to 200kbps) for connection to host devices.

PS.1.2.10 I/O Provisions

- a) The I/O expansion units must be modular.
- b) Expandable to up to 1024 I/O points.

PS.1.2.11 Configuration and Diagnostics

- a) Configuration shall be performed using a PC (or a laptop computer) connected to the unit via the Ethernet port or USB. Configuration by PC shall be the normal method of configuration.
- b) Configuration software shall be able to operate under the latest version of

Microsoft Windows operating system.

- c) It shall be possible to do remote diagnostics over-the-air on all radios in the network via their webserver IP address.

PS.2

ENCLOSURES

All enclosures to be vandal proof type constructed from 1,5mm 3CR12 grade stainless steel with a minimum IP54 rating.

The door surrounds shall incorporate a splash-proof 10mm lip around the entire perimeter. The doors shall be mounted flush to the splash-proof lip.

22mm dia. Hole shall be provided, with a rubber/plastic cover, on both sides or the front of the enclosure.

The hinges of the doors (stud and bolt) shall be at least 8mm in diameter. The top hinge shall be an 8mm stainless steel nut welded onto the top of the door sill through which a 20mm set screw can be screwed into the hinge hole of the door.

The earth-stud shall be a M10 30mm Stainless Steel set screw, nut and spring-washer. The set screw shall be welded onto the bottom of the kiosk

Ventilating louvers shall be installed on both sides of the kiosk. The effective width shall be 150mm and incorporate at least five louvers. The gaps in the louvers shall be between 2 and 5mm. a stainless steel mesh with openings smaller the 2mm shall be spot-welded onto the back of the louvers.

The inner plate shall be mounted 20mm from the top of the kiosk.

The kiosk shall be powder coated with light navy grey polyester powder (sans colour code g35).

The inner plate shall have a 10mm bend on top and bottom sides.

The inner plate shall be powder coated with a white epoxy polyester powder (sans colour code 69-0135)

The din-rail shall be fitted with stainless steel set screws, nuts and spring washers, screws and spring washers, rivets or spot-welded.

The inner plate shall be fitted onto the "box" by means of six M8 stainless steel set screws, nuts and spring washers.

3-way lever locks shall be fitted horizontally on both doors. All parts thereof shall be of stainless steel.

A protective box shall be fitted over the lever lock. The box shall be open on the bottom. The box shall have 5 x 20mm slotted holes over the entire surface area (top and sides) spaced not more the 10mm apart.

A sturdy door stay of non-ferrous metal shall be fitted to the door.

Four (4) 5mm water drain holes shall be drilled into the bottom of the door sill.

A standard danger sign (sans 1186) shall be fitted on the front of the door.

PS.3

SOFTWARE

The new SCADA Software package proposed must be similar or equal, and fully integrable, to the existing SCADA Software used at Ashton.

Costs for licensing must be included as part of the tender offer. No claims in this regard will be entertained.

The system must be configured as per the specified requirements (Section C3.4)

Graphic display of status, as well as pump operation, pump status and sump level trend screens must be updated according to the existing graphic displays. The existing Municipal standards must be applied.

PS.4

COMMUNICATION

The communication system, between outstations, is by means of Digital radios. The transceiver shall be suitable for variety of telemetry bands. The successful tenderer must apply on behalf of the user for the operational frequency when operating within the licensed telemetry band.

The new Telemetry outstation must be installed in the back-to-back section of the new MCC, along with a new antenna. Monitored signals from the MCC must be displayed on the new SCADA system.

The successful tenderer will be responsible to establish communication paths between the outstation and the base station and between the Bonnievale and Ashton base stations. Tenderers must confirm at tender stage that all radio test to determine radio paths have been done and that all required communication equipment are included in the tender offer. No additional cost in this regard will be entertained.

The preferred communications path between Bonnievale and Ashton needs to be confirmed by the tenderer; Radio or Fibre will be the preferred options. The successful tenderer must allow for all related monthly network charges, associated with the preferred form of communication, for a 12-months period.

PS.5

EARTHING

All telemetry equipment must be suitably earthed.

All I/O must be galvanically isolated and surge protected.

PS.6

OUTSTATION SCHEDULES

The I/O schedules listed below are indicative only for each outstation and must be verified by the contractor against Section C3.4 of this document, in order to accommodate all required monitoring signals and to compile a complete I/O count for the water and sewage pump stations monitoring, at tender stage. No additional claims will be entertained for signals specified that have not been included in the tender offer.

SEWAGE PUMP STATIONS							
PARAMETER		DEVICE	DI	AI	CI	DO	AO
a)	Telemetry Panel Door Power Failure	Door Microswitch	1				
b)	Mains Failure Battery Voltage	Power Supply	1				
b)	Battery Low Voltage	Power Supply	1				
c)	Pump Status						
	· Circuit Breaker ON/OFF/TRIP	MCC	2				
	· Manual	MCC	2				
	· Auto	MCC	2				
	· Run	MCC	2				
	· Trip	MCC	2				
	· Seal Fail	MCC	2				
	· Water Ingress	MCC	2				
	· High Level Alarm	MCC	1				
	· Low Level Alarm	MCC	1				
d)	Level Reset (future)	MCC				1	
e)	Battery Voltage	Power Supply		1			
f)	Sump Level (future)	MCC		1			
		Total	19	2		1	

WATER PUMP STATIONS							
PARAMETER		DEVICE	DI	AI	CI	DO	AO
a)	Telemetry Panel Door Power Failure	Door Microswitch	1				
b)	Mains Failure Battery Voltage	Power Supply	1				
b)	Battery Low Voltage	Power Supply	1				
c)	Pump Status						
	· Circuit Breaker						
	ON/OFF/TRIP	MCC	2				
	· Manual	MCC	2				
	· Auto	MCC	2				
	· Run	MCC	2				
	· Trip	MCC	2				
	· Overheat	MCC	2				
	· Emergency Stop	MCC	1				
	· High Level Alarm	MCC	1				
	· Low Level Alarm	MCC	1				
d)	Flow Pulse	Flow Meter	1				
e)	Start Request	MCC				1	
f)	Level Reset (future)	MCC				1	
g)	Battery Voltage	Power Supply		1			
h)	Reservoir Level	Transducer		1			
i)	Flow Rate	Flow Meter		1			
j)	Pressure (future)	Transducer		1			
		Total	19	4		2	

PS.7

REPORTING

The following SCADA reports must be designed and installed on the Ashton SCADA PC. The user must be able to generate the reports from mimic screen from SCADA and be able to export the report to excel, PDF or an automated report to be emailed on a set interval. The Reports must include a heading (Logo, Name and Date span), Graphs and tables.

- Plant Flows (Daily Totalized, Minimum, Maximum) – weekly report
- Bulk Flow Meters (Daily Totalized, Minimum, Maximum) – weekly report
- Water Loses (Daily Calculated) – monthly report
- Plant Flows (Daily Totalized, Minimum, Maximum) – weekly report
- Motor Run Hours (Daily Total) – monthly report
- Alarm Report (Faults, High and Low Levels) (on time, occurrences) – weekly report

The Tenderer to include all necessary software to be able to generate the above Reports.

PS.8

REMOTE MONITORING

Provision must be made for the necessary signals for the pump stations to be remotely monitored and controlled by a SCADA system. The points to be monitored and controlled are as stated below and under each MCC, description, wired to terminals as described below.

PS.7.1

Terminal/Marshalling Enclosures

All terminals for digital signals (output) to the monitoring system, must be wired to voltage free contacts of interposing relays (fitted within this panel). Similarly, all digital signals (input) from the remote-control system, shall be from corresponding voltage free contacts of interposing relays within the remote system. No direct voltage transfer may be done between the motor control circuitry and monitoring and control I/O.

Voltage for the interposing relay coils within the MCC must be taken from the control voltage. Relay contacts must be suitable for 230 V AC.

The following points must be monitored:

- a) Motor status (each):
 - Motor circuit breaker ON/OFF status: Auxiliary switch on motor circuit breaker wired to interposing relay (open in OFF); this switch must be separate from any CB trip auxiliary switches. I.e. a CB switched off must not display TRIP status.
 - Mode selector switch MANUAL and AUTO positions wired to interposing relays (closed in monitored position; open in OFF) or replacement of Selector Switch;
 - Motor RUN status: Auxiliary switch on starter wired to interposing relay (closed in RUN);
 - Equipment TRIP status: All driven equipment protection devices, including emergency stop, wired to a common interposing relay (closed in TRIP).

- All other **alarm and status indication** as per the control description of the driven equipment in the relevant project specification.

PS.9 **LOCALITY AND ACCESS**

The site is the Bonnievale and Ashton areas.

Access to the site is along existing roads. The Contractor shall be responsible for all timely traffic arrangements if required.

PS.10 **CABLE AND SERVICE CROSSINGS**

The Contractor shall take care during trenching not to damage any existing services and shall liaise with the Local Authority to establish exact positions of services prior to trenching. The Contractor shall perform all work after obtaining the necessary wayleaves and permits required.

PS.11 **"AS BUILT" DRAWINGS**

The Contractor shall keep a set of drawings on which all deviations and final positions and relevant data are accurately recorded.

These drawings must be handed to the Engineer on completion in DXF format. The completion certificate will not be issued without these drawings.

PS.12 **MANUALS, DRAWINGS AND LITERATURE**

Three copies of the maintenance manual, operating instructions complete with associated wiring diagrams, layout drawings, etc. pertaining to the equipment, shall be supplied for each complete panel.

The drawings etc. shall be complete and to the satisfaction of the Client. All three copies shall be handed to the Consulting Engineer, who will examine same, and issue receipt therefor, and distribute to the officials concerned. These manuals and drawings must be supplied as soon as possible after receipt of order.

One set of sepias of the "As Built" circuit diagrams and general arrangement drawings shall also be provided.

Handbooks/Manuals shall be in **English**.

Handbooks shall cover at least the following:

- system description and interconnection diagrams;
- description with circuit diagrams, of each unit of equipment;
- drawings of each unit of equipment showing component layout and identification;
- component lists of all components, for each component, the circuit diagram identification, manufacturer's part number, component description and the supplier's code number, where applicable;
- maintenance and setting-up instructions;
- performance specifications and performance tests;

- g) A complete set of schematic wiring diagrams on linen backed paper prints shall be provided in the glass fronted drawing frames to be mounted on a wall of the substation.

PS.13

GUARANTEE

All equipment must be guaranteed for a period of 12 months from date of commissioning, against defective materials and workmanship. Any such defects must be repaired free of charge by the contractor.

Equipment shall be adequately protected against possible damage during transportation, off-loading and handling on site.

PS.14

TEST CERTIFICATES

Certified copies of test certificates in respect of impulse level and fault rupturing capacity must be submitted with the tender. Certificates of all tests done on the equipment to be commissioned to be submitted to the Engineer before final commissioning takes place.

PS.15

COMMISSIONING

The Contractor will be responsible for all testing and commissioning of the equipment by competent persons and the provision of all test equipment required to fulfil his obligations in this regard.

Testing shall be carried out in the presence of the Consulting Engineer.

At least five days notice shall be given of any such commissioning tests to be carried out.

LANGEBERG MUNICIPALITY

SUPPLY AND INSTALLATION OF TELEMETRY AND SCADA SYSTEMS, BONNIEVALE

TENDER NO : T42/2022

PROJECT REF NO : P07878

C3.4 : CONSTRUCTION

C3.4.1 PARTICULAR SPECIFICATION – PMT – SCADA SYSTEMS FOR CIVIL SERVICES

PMT.1 GENERAL

This standard specification covers the supply, delivery to site, installation, testing, commissioning and guarantee for twelve (12) months of a SCADA (supervisory control and data acquisition) system for the monitoring and remote control of plant parameters and equipment, related mainly to civil services, such as water supply or sewage disposal, or other as specified in the Project Specification.

This specification covers both radio and telemetry systems. The specific type of system or combination shall be specified in the project specification.

NOTE: The system must be a purpose designed commercial system for industrial application and not be an adapted or custom-built system. It must be of reputable manufacture and freely available in all major centers in the RSA.

PMT.2 SYSTEM CONFIGURATION

The system must be of modular construction consisting of:

- a) Central station for processing incoming data and outgoing control signals by means of the necessary processing and communication equipment, personal computer, SCADA software;
- b) Outstations with processing equipment and input/output (I/O) modules to receive field inputs and control external equipment and the necessary equipment for communication with the central station and other outstations;
- c) Power supply to drive the system equipment;
- d) Suitable enclosures for housing the equipment;
- e) Cabling, earthing and all sundry equipment to complete the installation in fully working order.

PMT.3 TELEMETRY

PMT.3.1 CENTRAL STATION

The detail of the central station and computer will be specified in the project specification.

All cabling between the computer and telemetry equipment must be done in surface

mounted PVC trunking. The antenna cable and earth connection must also be installed in trunking within the building. On the outside it must be installed in surface mounted galvanised smooth end conduit and accessories. The detail must be determined between the successful tenderer and client.

All telemetry equipment must be housed in an indoor enclosure as per PMT.3.8.

PMT.3.2 OUTSTATIONS

Outstations must be provided at remote installations as the link between the central station and the remote equipment to be monitored at and controlled from the central station.

The parameters to be monitored and equipment to be controlled must be connected to the outstation telemetry equipment. Outstations must be provided in accordance with the detail requirements in the schedule of outstation.

Equipment to be monitored / controlled in close proximity of each other has been grouped under an outstation as per the schedule of outstations. The Tenderer may regroup these locations, should it be more economical to link them by means of cable to a common outstation, or provide an additional outstation in lieu of a cable connection specified. The tender must be qualified accordingly, with an alternative offer. The main offer must be in accordance with the specification. Alternatives will be considered at adjudication and appointment can be on the main offer or on alternatives offered.

Input signals for monitoring and output signals for control must be provided in accordance with the functional project specification, in conjunction with any specific I/O schedules given. I/O given can be used as a guide for determining the I/O count, but the Tenderer remains responsible to determine the correct I/O count from the parameters stated and the project specification.

All I/O digital shall be treated independently and not as packed.

The outstations are scheduled in the project specification.

PMT 3.2.1 I/O Modules

The system must accommodate both digital and analogue I/O modules.

a) Digital

Inputs must be suitable for operation with voltage free contacts, protected against over-voltage input. Contacts must be rated for the application voltage.

Outputs must be rated for 24 VDC and 200 mA current, suitably protected for the equipment to be driven such as relay coils.

b) Analogue

Both inputs and outputs must be suitable for 0-5 VDC, 0-10 VDC, 0-20 mA and 4-20 mA signals. This will be determined on the equipment already installed onsite.

Input buffers can be opto-isolated for digital inputs to separate different voltages, or surge arrestor type to protect against over-voltages and lightning both for digital and analogue inputs. Lightning protection shall be by means of surge arrestors rated to 5 kA for 8/20 μ s lightning discharge. Output buffers must be of the relay type for digital outputs.

Digital I/O status must be displayed by means of LEDs on the I/O modules.

PMT 3.2.2 **CPU**

The CPU must be able to communicate via ethernet to digital radio, as well as via serial port (RS232 and RS485) to other devices. CPU's must have on board data storage memory (128 kb min. expandable to 4 Mb), as well as PLC type local logic programming and control capability by means of the IEC-61131-3 standard.

PMT.3.3 **GENERAL CONSTRUCTION**

Modules must be mounted on an approved rail for easy detachment. Access to all terminals must be from the front. All electronic components must be mounted on and soldered to glass fibre printed circuit boards with a single layer of tracks (maximum) on one or both sides of the board. Circuitry must be of the low power consumption type for efficient operation from mains or solar power with battery back-up power.

Connection between the communication equipment and CPU must be by means of robust connectors and wiring harness.

Interconnection between the CPU and I/O modules must not be by means of ribbon cable. Field connections to I/O modules must be by means of plug-in screw termination strips. I.e. it shall be possible to remove I/O modules by unplugging without disturbing field connections. Plugs and sockets must be designed to prevent misalignment when plugging in.

PMT.3.4 **COMMUNICATION**

The method of communication between the central station and outstations shall be specified in the project specification. By default, it shall be radio based and DNP3 protocol.

PMT 3.4.1 **Radio Linked System**

The radio must be a single frequency simplex UHF FM system, operating within the relevant allocated frequency band. Dual frequency radios are only to be used in conjunction with repeater stations. Radios must be fixed with brackets inside the enclosures.

It will be the responsibility of the Tenderer to establish the required radio power, radio coverage and determining the frequency band. Tenderers must qualify at tender stage whether a radio path analysis and survey is required, with associated cost. If not qualified, the tender amount will be fixed with the assumption that direct radio paths exist between the central and outstations, or that the cost of any additional requirements are included in the overall price.

Any qualification in a tender offer to the effect that good radio coverage is assumed will not be accepted and the provisions as per the paragraph above will stand firm.

The successful Tenderer shall be responsible to apply for the radio license on behalf of the Employer, included in the total tender price.

PMT 3.4.2 ANTENNA

The antenna must be suitable for the communication requirements, in accordance with the system operating parameters and site conditions.

The antenna mast must be manufactured from 50 mm $\varnothing$ (min) tubular 3 mm (min) thick hot dipped galvanized steel tubing, bolted to a concrete base by means of a heavy-duty galvanized steel bracket, all provided as part the contract. It may be wall-mounted where there is an existing building, the bracket providing off-set as required by the roof overhang. All mounting brackets fixing bolts, Rawl-bolts etc., must be stainless steel or hot dipped galvanized.

Masts for outstations shall be self-supported. Up to 9 m high masts shall be of the flag pole type, and be able to withstand wind loads up to 140 km/h. Masts in an excess of 9 m must be of the lattice type.

All cables are to be provided for in the tender.

PMT 3.4.3 EARTHING

Earthing must be provided by means of a 35 mm² bare copper earth conductor taken from the junction between the antenna and mast to a 1,2 m earth rod as close as possible to the mast. A separate 10 mm² bare copper earth conductor must be installed with the co-axial antenna cable to the equipment enclosure. From the equipment enclosure earth stud a 35 mm² bare copper earth conductor must be installed to the earth rod.

The ground resistance must be measured and may not exceed one (1) ohm. If more than one

(1) ohm, additional rods must be installed until the correct value is obtained. The specific measurements taken must be submitted to the Engineer.

PMT.3.5 DATA TRANSMISSION

a) Format

Data shall be transmitted in digital format according to recognized international standards. Coded words shall be compiled to allow comprehensive error detection techniques to ensure maximum data integrity.

b) Message acknowledgement (radio-based systems)

A switch selectable facility must be available for the transmitted messages to be acknowledged by the receiving station. If the message has not been acknowledged after a preset time, the message must be re-transmitted. This procedure must be repeated for a fixed number of attempts.

c) Multiple transmission (radio-based systems)

Provision must be made on the CPU for single or multiple transmission command by means of switch selection.

d) Addressing

Each station must have an address, to be set locally and remotely, to allow easy field maintenance replacement and set up of modules. No specialized equipment other than that forming permanent part of the installation must be required to set up

addresses.

PMT.3.6 POWER SUPPLY

The telemetry system must be operable from the following power sources, the specific one or combination to be specified in the project specification.

a) Main supply

An industrial type power supply operating off 230 V 50 Hz AC must be provided to the system requirements. The power supply must be capable to provide at least 50 % more than the peak demand of the system.

b) Mains with battery back up

A sealed maintenance free battery must be provided to supply the total static load for the system to be fully operational for four (4) hours. The charger must recharge the battery within 3 (3) hours whilst delivering total static load and must have an automatic boost facility. Once on trickle charge, the output must be automatically adjusted not to over-charge the battery.

c) Solar panel with battery

A solar panel with voltage regulator must be used to charge the batteries, with recharge from fully run-down to fully charged within 48 hours, based on 5 h sunlight per day.

The batteries must be rated to provide fully operational back-up for four (4) days.

The regulator must be specifically designed for telemetry use and solar power. It must have an over-voltage cut out if the battery voltage exceeds a preset limit, as well as an under-voltage cut out if the battery voltage falls below a set limit. The load must reinstate automatically once the battery voltage is normal again.

PMT.3.7 PERIPHERAL EQUIPMENT

It shall be possible to interface the telemetry equipment to peripheral equipment, by means of onboard RS232 or RS485.

PMT.4 SCADA

PMT.4.1 SOFTWARE

The software must be a commercial package operating from a WINDOWS platform, as specified in the project specification. It must provide for:

- a) The graphic representation of plant and process, displaying the parameters to be monitored.
- b) Control of equipment.
- c) Processing and display of data in dynamic graph format, as well as archiving for trend display over a period of time.

PMT.4.2 MONITORING OF PARAMETERS

The parameters to be monitored are specified in the project specification.

These parameters must be graphically displayed in terms of schematic layouts of the overall plant/process and individual equipment, with display of the status and/or analogue values of the parameters monitored.

The detail schematic layouts for the graphic displays must be determined in conjunction with the Client.

a) Motor status

In the case of motors, the graphic display of status for specific conditions must be represented in different colors in the following format:

STATUS	DEFINITION	GRAPHIC DISPLAY
OFF	- Motor circuit breaker in OFF position - MANUAL/OFF/AUTO selector switch in OFF position (not in AUTO or MANUAL) position Refer Note 1, 2	Motor symbol GREY with text OFF
ON (Available)	- Motor circuit breaker ON position - MANUAL/OFF/AUTO selector switch in either MANUAL or AUTO position Refer Note 1, 2	Motor symbol WHITE with text ON
MANUAL	MANUAL/OFF/AUTO selector switch in MANUAL position Refer Note 2	Motor Symbol Yellow with text under motor symbol MANUAL
AUTO	MANUAL/OFF/AUTO selector switch in AUTO position Refer Note 2	Motor Symbol Yellow with text under motor symbol AUTO
RUN	Motor running Refer Note 3	Motor symbol color GREEN
TRIP	Any motor protection device in tripped condition Refer Note 4	Motor symbol color RED

Note 1: Interposing relay wired to control voltage or via an auxiliary switch on the motor circuit breaker. NO contact of interposing relay (de-energized state) wired to telemetry terminals.

Note the pick-up point must be before any motor protection contacts such as overload, etc.

In the case of existing (older) switchboards, it may not be possible to fit auxiliary contacts to existing switchgear. In such cases it will be acceptable to wire the above-mentioned relay to the motor circuit breaker load side (same phase as control voltage), via a suitable HRC fuse.

This status has highest priority and takes precedence over e.g. TRIP

status.

Note 2: Interposing relay wired to control voltage via NC contact on MOA selector switch each for MANUAL and AUTO position. NO contact on each interposing relay (de-energized state) wired to telemetry terminals.

Note 3: This contact must relate directly to the running condition, e.g., an auxiliary contact on the final starting device (and not in accordance with a start signal).

Note 4: NO contact of interposing relays (de-energized state) wired to telemetry terminals. All motor protection devices must energize individually and not as a common relay for all faults.

In the case of existing switchboards, the interposing relay can be wired from the relevant indication light on the switchboard. Cognizance must be taken of the control voltage.

b) Alarms

With any one graphic layout on display, an alarm condition at any other station must bring up a visible alarm on the current display.

Alarm conditions which are not provided with a hard-wired latched facility in the switchboard, must be provided with a software latch and on-screen reset pushbutton.

PMT.4.3 REMOTE CONTROL

Control of equipment via the telemetric system will be a combination of the following functions as stated in the project specification:

- a) No Remote control required from SCADA Server.
- b) Only the Remote SCADA control (via the Central Station SCADA), are allowed:
 - Alarm reset function. (Where available)

PMT 4.3.1 Remote Automatic Control

No Remote control required.

PMT.4.4 GRAPHIC DISPLAY

Graphic layouts must be provided in accordance with the requirements set out below. These screens must be called up by selecting the individual item from the menu (1) and by means of an on-screen button on (2) and (3), with a main menu select button on each screen.

The following is required:

1. Selection menu listing all installations (e.g. pump stations, reservoirs etc.) forming part of the overall system.
2. Total system layout **line diagram** depicting all installations comprising the system. It must be possible to select any individual installation from this screen.

The following specific parameters must be displayed:

- a) Equipment status: ON/OFF, RUN, ALARM (the display must be in accordance with the specification for motor status);
 - b) Reservoirs analogue levels and flow rates if available.
 - c) High and low levels if available
3. Individual subsystems **schematic** layouts from the line diagram, comprising e.g. feed pump station, intermediate booster pump station(s) and final holding reservoir(s).

The same parameters as for (2) must be displayed.

4. **Detail schematic** layout for each outstation on the schedule of outstations, depicting all status monitoring at that specific outstation.
- a) A text status table with all parameters monitored (except motor status) must be provided on the display. Each parameter must have a status block which changes color with status change.

E.g. "HIGH LEVEL" will display an empty status block, turning red at the High level; "LOW LEVEL" will display an empty block turning red with a Low level condition.
 - b) Any alarm must activate a hidden red ALARM block on all screens and on the affected outstation on the summary screen which will flash until accepted (reset).
5. A summary screen for all outstations depicting INTRUDER (door alarm) POWER FAIL, COMMUNICATION FAIL and GENERAL ALARM must be provided. The information must be in block format with healthy status green and alarm status red. An outstanding interrogate button must be provided for each outstation on this screen.
6. The summary screen must also display the battery voltage of each outstation.
7. Dynamic trend screens as per schedule of outstations for the following:
- a) All analogue levels, e.g. Reservoir levels if available.
 - b) Pumps RUN/OFF; totalized pump hours must be shown on the detail schematic.

PMT.4.5 **PARAMETER PROCESSING**

The status of all parameters monitored must be updated on a regular time basis for updating graphic status displays and logging for further processing and logging.

This updating must be done on a regular time basis to be determined in accordance with the type of parameter, in conjunction with the Client. Any change in status, or change in value of an analogue parameter within set limits (as per project specification; by default 5 %) in between normal logging intervals, must be logged as an event. This event must be taken up in the archive file for depicting trends.

- a) Events must be logged and printed together. Separate printing of alarm logs only must be user selectable.

Event printing must not be automatic, but on user demand and the period covered as set by the user for a specific enquiry.

- b) Data (status and analogue values) for trend display, must be depicted in graph format on an X-Y axis, and dynamically updated on the trend display. This data must be archived to be retrieved as trend graphs, in original dynamic format, or compressed in hourly, daily, weekly monthly or yearly format, on user demand.
- It must be possible to "zoom in" onto any section of a graph and expand the scale.
 - Graphs must be shown on separate screens or grouped in accordance with user preference, on a common X-Y axis. Graph block main division must be integers.
 - Graphs depicting ON/OFF status of equipment must show the actual starting and stopping times from the event log and not only the value at updating (interrogation) intervals.

PMT.5 INTERFACE TO EQUIPMENT AND INSTRUMENTATION

PMT.5.1 SWITCHBOARD INTERFACING

All digital parameters (signals) to be monitored from switchboards and controlled from the telemetry panel must be via voltage free contacts from interposing relays. Voltage sensing must be from the same phase as the control circuit phase and applied to the coil of the interposing relay, switching the voltage free status indication contacts. i.e. no direct voltage transfer may be done between the motor control circuitry (wiring) and the telemetry I/O.

Any voltage status not taken from the motor control voltage must be protected by an HRC fuse as close as possible to the pick-up point, but must be taken from the same phase as the control voltage.

LANGEBERG MUNICIPALITY

SUPPLY AND INSTALLATION OF TELEMETRY AND SCADA SYSTEMS, BONNIEVALE

TENDER NO : T42/2022

PROJECT REF NO : P07878

PART C4 : FUNCTIONALITY EVALUATION FORM

LANGEBERG MUNICIPALITY

SUPPLY AND INSTALLATION OF TELEMETRY AND SCADA SYSTEMS, BONNIEVALE

TENDER NO : T42/2022

PROJECT REF NO : P07878

Name of Tenderer:

Name of Evaluator:

1. FUNCTIONALITY EVALUATION CRITERIA

1.1. Previous experience on contract of similar nature (maximum 60 points)

Points for the tenderer's past experience in terms of similar successfully completed contracts will be scored based on the information supplied by the tenderer in Schedule 1F of Part T2.1: Returnable Schedules.

Points will be allocated according to the tables below:

Successfully completed projects with similar scope of work:	Points	Score (A)
6 projects or more	60 points	
OR Less than 6 projects	10 points per project	
(A minimum score of 30 Points (50%) must be scored)		Score (A)

1.2. Experience of key personnel (maximum 40 points)

Points for demonstrated experience of the tenderer's key personnel to be directly involved with this contract (if awarded) will be scored based on the information supplied by the Tenderer in Schedule 1C of Part T2.1: Returnable Schedules.

Points will be allocated according to the tables below:

CONTRACT'S MANAGER		
Experience as Contract's Manager on successfully completed similar projects	Points	Score (B₁)
Number of Projects		
5 projects or more	20	
OR Less than 5 projects	4 points per project	
Years experience in electrical construction works	Points	Score (B₂)
> 10 years experience	20	

OR < 10 years experience	16	
OR < 8 years experience	12	
OR < 5 years experience	8	
(A minimum score of 20 Points (50%) must be scored)		Score (B₃)
		B₁ + B₂ =

1.3. **Total points for functionality (maximum 100 points)**

Description of functionality criteria	Maximum possible score	Actual points scored	Percentage scored
Previous experience on contract of similar nature	60		
Experience of key personnel	40		
Total points for functionality	100		

= A

= B

= A + B

Note: A minimum final score of 70 Points (70%) must be achieved for functionality. Tender offers of Tenderers that fail to achieve the minimum score for functionality will **NOT** be eligible for further evaluation and will be rejected.

LANGEBERG MUNICIPALITY

SUPPLY AND INSTALLATION OF TELEMETRY AND SCADA SYSTEMS, BONNIEVALE

TENDER NO : T42/2022

PROJECT REF NO : P07878

PARTICULARS OF TENDERER

1. TENDERER:
ADDRESS:
CONTACT PERSON:
TELEPHONE NUMBER:
FAX NUMBER:
E-MAIL ADDRESS:
2. BANK:
BRANCH:
CHEQUE ACCOUNT NUMBER:
CONTACT PERSON:
TELEPHONE NUMBER:
3. PERFORMANCE SECURITY:
BRANCH -CONTACT PERSON:
TELEPHONE NUMBER:
4. VAT REGISTRATION NUMBER:

.....
SIGNATURE OF TENDERER

.....
DATE

LANGEBERG MUNICIPALITY

SUPPLY AND INSTALLATION OF TELEMETRY AND SCADA SYSTEMS, BONNIEVALE

TENDER NO : T42/2022

PROJECT REF NO : P07878

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Standard Conditions of Tender

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 their 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.

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.

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.

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 fulfill his or her duties impartially;
- ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
- iii) incompatibility or contradictory interests exist between an employee and the 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 utilised 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 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

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

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

C.2.17 Clarification of tender offer after submission

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

Note: *Sub-clause 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.*

C.2.18 Provide other material

C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.

Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

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 BBBEE status level 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 BBBEE status level. 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 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

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

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

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.

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.

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
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.
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The activities associated with evaluating tender offers are as follows:

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

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

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

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

C.3.14 Prepare contract documents

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

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

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.

APPENDIX B – HEALTH AND SAFETY SPECIFICATION

HEALTH AND SAFETY SPECIFICATION

FOR

LANGEBERG MUNICIPALITY - SUPPLY AND
INSTALLATION OF TELEMETRY AND SACDA
SYSTEM - BONNIEVALE

ON BEHALF OF

IX ENGINEERS

PREPARED BY:

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FOREWORD

This Health and Safety specification has been compiled under the guidelines of the Occupational Health & Safety Act no.85 of 1993 and amended Construction Regulations.

Huge emphasis is placed on the requirements of the New Construction Regulations 2014 under the Occupational Health and Safety Act and the Baseline Risk Assessment that form the basis of this specification. Contractors are encouraged to not only read these two documents in isolation but must consider the By-Law Relating to Community Fire Safety 11257 and Relevant National Building Regulations SANS Codes 10400.

Should there be any contradiction between then document and the Act; the Act must take preference except where explicitly stated.

Similarly, where this document is silent on a specific Health & Safety requirement, the Act must be used as the minimum requirement.

Should you be unclear about anything set out in this document, please contact this office.

Ensuring you of our best intentions and service at all times

Stephan Julius

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1. INTRODUCTION AND BACKGROUND

1.1 Background to The Health and Safety Specification

The Construction Regulations (February 2014) place the onus on the Client to prepare a preconstruction Health and Safety specification, highlighting all risks not successfully eliminated during design setting standards for Health and Safety during construction phase. The Health and Safety Specification will be based on the findings of the Baseline Risk Assessment.

1.2 Purpose of The Health and Safety Specification

To assist in achieving compliance with the Occupational Health and Safety Act 85/1993 and the promulgated Construction Regulations (February 2014) to reduce incidents and injuries. This specification shall act as the basis for the drafting of the construction phase Health and Safety plan by the Principal Contractor.

The specification sets out the requirements to be followed by the Principal Contractor and their contractors so that the Health and Safety of all persons potentially at risk may receive the same priority as other facets of the project e.g., Cost, programme, environment, quality etc.

2. DEFINITIONS

Agent	means a competent person who acts as a representative for a client.
Angle Of Repose	means the steepest angle of a surface at which a mass of loose or fragmented material will remain stationary in a pile on the surface, rather than sliding or crumbling away.
Bulk Mixing Plant	means machinery, appliances or other similar devices that are assembled in such a manner so as to be able to mix materials in bulk for the purposes of using the mixed product for construction work.
Client	means the Western Cape Government
Competent Person	means a person who- (a) has in respect of the work or task to be performed the required knowledge, training, and experience and, where applicable, qualifications, specific to that work or task: Provided that where appropriate qualifications and training are registered in terms of the provisions of the National Qualification Framework Act, 2000 (Act No.67 of 2000), those qualifications and that training must be regarded as the required qualifications and training. and (b) is familiar with the Act and with the applicable regulations made under the Act.
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 workplace where construction work is being performed.
Construction Supervisor	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 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.
Construction Work	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 c) Page 7 of 79 d) of earth, clearing of land, the making of excavation, piling, or any similar civil engineering structure or type of work.
Contractor	means an employer who performs construction work.
Demolition Work	means a method to dismantle, wreck, break, pull down or knock down of a structure or part thereof by way of manual labour, machinery, or the use of explosives.
Design	in relation to any structure, includes drawings, calculations, design details and specifications.
Designer	means- a) a competent person who- I. prepares a design. II. checks and approves a design. III. arranges for a person at work under his or her control to prepare a design, including an employee of that person where he or she is the employer. or IV. designs temporary work, including its components. b) an architect or engineer contributing to or having overall responsibility for a design. c) a building services engineer designing details for fixed plant. d) a surveyor specifying articles or drawing up specifications. e) a Contractor carrying out design work as part of a design and building project. or an interior designer, shopfitter, or landscape architect.
Excavation Work	means the making of any man-made cavity, trench, pit, or depression formed by cutting, digging, or scooping.
Explosive Actuated Fastening Device	means a tool that is activated by an explosive charge and that is used for driving bolts, nails, and similar objects for the purpose of providing fixing.
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 guardrails, 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.
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 H&S specification.
Health And Safety Specification	means a site, activity or project specific document prepared by the client pertaining to all health and safety. Page 8 of 79 requirements related to construction work.
Material Hoist	means a hoist used to lower or raise material and equipment, excluding passengers.
Medical Certificate Of Fitness	means a certificate contemplated in CR 7(8).
Mobile Plant	means any machinery, appliance or other similar device that is able to move independently and is used for the purpose of performing construction work on a construction site.

Principal Contractor	means an employer appointed by the client to perform construction work, used interchangeably with the term "Principal Contractor".
"Professional Construction Health And Safety Agent	means a person holding registration as a Professional Construction Health and Safety Agent in terms of the Project and Construction Management Act (Act No. 48 of 2000).
"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).
Professional Technologist	means a person holding registration as a Professional Engineering Technologist in terms of the Engineering Profession Act, 2000.
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.
Structure	means- a. any building, steel, or reinforced concrete structure (not being a building), railway line or siding, bridge, waterworks, reservoir, pipe or pipeline, cable, sewer, sewage works, fixed vessels, road, drainage works, earthworks, dam, wall, mast, tower, tower crane, bulk mixing plant, pylon, surface and underground tanks, earth retaining structure, or any structure designed to preserve or alter any natural feature, and any other similar structure. b. any falsework, scaffold or other structure designed or used to provide support or means of access during construction work. or (b) any fixed plant in respect of construction work which includes installation, commissioning, decommissioning, or dismantling and where any construction work involves a risk of a person falling.
Suspended Platform	a working platform suspended from supports by means of one or more separate ropes from each support.
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" Or "OHS Act	means the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993).
Tunnelling	means the construction of any tunnel beneath the natural surface of the earth for a purpose other than the searching for or winning of a mineral.

2.2 References

- Occupational Health and Safety Act (85 of 1993)
- Construction Regulations, 2014
- Compensation for Occupational Injuries and Diseases Act (130 of 1993)
- CoCT//001148: Covid 19 OHS Guideline for Construction
- Department of Employment and Labour COVID-19 Direction on Health and Safety in the Workplace, 29 April 2020 (and subsequently 04 June 2020)
- Department of Employment and Labour, Workplace Preparedness: COVID-19 (SARS-CoV-19 virus), 2020 guideline.
- Notice on Compensation for Occupationally Acquired Novel Coronavirus Disease (COVID-19) under COIDA Act, 130 of 1993 as amended
- COVID-19 Occupation Health & Safety Guideline for Construction Visitors at Western Cape Government Health Facilities – appended at the end of this document.
- Disaster Management Act (57 of 2002)
- Hazardous Substances Act (85 of 1973)
- Prevention of Environmental Pollution Ordinance Act (21 of 1981)
- Project and Construction Management Act (48 of 2000)
- Directive on Compensation for Workplace-Acquired Novel Corona Virus Disease (COVID-19).

and any other act or regulation passed in terms of, or as amendments to, the above.

3. PROJECT DIRECTORY

Project Client: Langeberg Municipality	Tel:
Contact Person:	e-mail:
Project Manager: IX Engineers	Tel: +27 (0)21 912 3000
Contact Person: D. Dowling	e-mails: david.d@ixengineers.co.za
Construction Safety Agent: Frontline SHEQ	Tel: 072 828 5953
Contact Person: Stephan Julius	e-mail: stephan@frontlinesafety.co.za
OTHER PARTIES DIRECTORY	
Department of Labour for submission of Annexure 2: Notification of Construction Work	Tel: 021 441 8158
WESTERN CAPE – Fezeka Ngalo	e-mail: Fezeka.Ngalo@LABOUR.gov.za
PROJECT DETAILS	
Description of Works:	
▪ Supply and Installation of Telemetry and SACDA System	
Provisional Start Date:	
Completion Date:	
Contract Duration:	

4. HEALTH AND SAFETY SPECIFICATION

4.1 Scope

This specification covers the requirements for eliminating and mitigating incidents and injuries on District Six Water Study Project.

The scope also addresses legal compliance, hazard identification and risk assessment, risk control and promoting a Health and Safety culture amongst those working on the project. The specification also makes provision for the protection of those persons other than employees.

4.2 Provision for Health & Safety Cost

The Principal Contractor and their contractors shall make adequate provision for the cost of Health & Safety Measures during the construction process as required by the Construction Regulation 5(1)(g).

5. INTERPRETATIONS

5.1 Application

This specification is a compliance document drawn up in terms of the South African legislation and is therefore binding. It must be read in conjunction with relevant legislation as noted previously.

6. MINIMUM ADMINISTRATIVE REQUIREMENTS

6.1 Notification of Intention to Commence Construction Work

A client who intends to have construction work carried out, must at least 30 days before that work is to be carried out apply to the provincial director in writing for a construction work permit to perform construction work if the intended construction work starts from the 7th of August 2018 and will –

1. exceed 365 days and will involve more than 3600 person days of construction work.
2. the tender value limit is grade 7, 8 or 9 of the Construction Industry Development Board (CIDB) grading

CIDB Grading chart

Tender Value Range Adjustments TVR)

CIDB Grade	Current TVR	Proposed Adjustment TVR
1	200 000	500 000
2	650 000	1 000 000
3	2 000 000	3 000 000
4	4 000 000	6 000 000
5	6 500 000	10 000 000
6	13 000 000	20 000 000
7	60 000 000	60 000 000
8	130 000 000	200 000 000
9	No Limit	N/A

Construction work permit:

Condition 1:

- is intended to exceed 365 days; or will involve more than 3600 person days of construction work; or

Condition 2:

Condition 2 is dependent on the Construction Industry Development Board (CIDB) grading, which are as follows:

- Grade 7 = R60 000 000
- Grade 8 = R130 000 000
- Grade 9 = No limit

If a construction work permit is not required for projects that forms part of the tender, then a Notification of Construction to the Department of Labour must be completed as below explained.

The appointed Principal Contractor shall notify the Provincial Director of the Department of Labour in writing that construction work commences as per the Annexure 2 in terms of CR 4. A copy of the Notification must be placed in the Principal Contractors Health and Safety File on site and one copy shall be sent to the Client.

The Principal Contractor must ensure that the Notification of Construction Work is completed at the start of the project and kept on file for the duration of the project.

6.2 Assignment of Contractor's Responsible Persons to Manage and Supervise Health and Safety on Site.

The Principal Contractor shall submit management and supervisory appointments as well as any relevant Appointments in writing (as stipulated by the OHSA and Construction Regulations), prior to commencement of work. Proof of competency must be included.

Note: All appointments shall be done by the Chief Executive Officer/Managing Director or his/her assistant in terms of Section 16 of the OHS Act 85/1993 with exception to the Construction Manager in terms of Construction Regulation 8. The Construction Manager shall be full time on site unless an Alternate Competent Construction Manager has been appointed in writing.

6.3 Competency of Principal Contractor Responsible Persons

The Principal Contractors' competent persons for the various risk management portfolios shall fulfil the criteria as stipulated under the Definition of Competent in accordance with the Construction Regulations (February 2014). Proof of competence for the various appointments must be included prior to start of work.

6.4 Compensation for Occupational Injuries and Diseases Act (Coida) 130 Of 1993.

The Principal Contractor and their contractors shall submit a valid Letter of Good Standing from their Compensation Insurer-FEM or Compensation Commissioner to the Client's Representative as proof of registration before they commence work on site.

Note:

A client must ensure before any work commences on a site that every Principal Contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993).

Principal Contractor must ensure prior to work commencing on the site that every contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act, 1993.

6.5 Occupational Health and Safety Policy

The Contractor and their contractors shall submit a Health and Safety Policy signed by their Chief Executive Officer. The Policy must outline objectives and how they will be achieved and implemented by the Company / Contractor.

6.6 Health and Safety Organogram.

The Principal Contractor and their contractors shall submit an organogram with contact numbers, outlining the Health and Safety Site Management Structure including the relevant appointments / competent persons. In cases where appointments have not been made, the organogram shall reflect the intended positions. The organogram shall be updated when there are any changes in the site Management Structure and must be site specific.

7. COVID-19 DIRECTION ON HEALTH AND SAFETY IN THE WORKPLACE: SECTION 27 (2) OF THE DISASTER MANAGEMENT ACT, 2002 (29 APRIL 2020)

Covid-19 Occupational Health and Safety Measures in Workplaces Covid-19 (C19 OHS), 2020

- ✚ Consolidated Direction on Occupational Health and Safety Measures in Certain Workplaces.
- ✚ Direction Issued in Terms of Regulation 4(10) of the Regulations Made Under Section 27(2) of the Disaster Management Act, 2002: Measures to Address, Prevent and Combat the Spread of COVID-19 in Certain Workplaces in the Republic of South Africa. 15 June 2021
- ✚ Alert level 4 lockdown regulations amendment, 29 June 2021
- ✚ Temporary Employee/Employer Relief Scheme (TERS) benefits for certain categories of employees, 20 Apr 2021
- ✚ Disaster Management Act, 2002 Amendments To Regulations Issued In Terms Of Section 27(2) "Chapter 8" Covid -19 Vaccine Injury No -Fault Compensation Scheme (22nd of April 2021)
- ✚ Occupational Health and Safety Act, 1993 Regulations for Hazardous Biological Agents.
- ✚ Covid -19 Disaster Response Directions, GN 464 COVID 19 - National Institute of Occupational Health - Information Resources COVID 19 - Western Cape - Protocol for Managing Waste from Offices and Premises of Businesses and Institutions during the COVID-19 Pandemic (DEADP directive)

To ensure and maintain a safe and healthy working environment for employees and members of the public, it is advised that the Principal Contractor assess the workplace risks posed by the COVID-19 pandemic, giving due consideration to the response measures announced by Government.

The Principal Contractor and their contractors must therefore determine mitigation measures to minimize risk as far as reasonably practicable, allowing work to continue safely and without harm to all relevant stakeholders, including Clients, Employees, Contractors, Suppliers, Manufacturers, and all interested and affected parties.

7.2 Mitigation Measures

Implementing Workplace Controls: Legislation governing workplaces in relation to COVID-19 is the Occupational Health and Safety Act 85 of 1993 and the Disaster Management Act 2002, as amended, read with the Hazardous Biological Agents Regulations. Section 8 (1) of the Occupational Health and Safety (OHS) Act 85 of 1993, as amended, requires the employer to provide and maintain as far as is reasonably practicable a working environment that is safe and without risks to the health of employees and COVID-19 Direction on Health and Safety in the Workplace issued by the Minister in terms of Regulation 10(8) of the National Disaster Regulations

Specifically, Section 8(2)(b) requires steps such as may be reasonably practicable to eliminate or mitigate any hazard or potential hazard before resorting to personal protective equipment (PPE). In the case of COVID-19, a combination of controls is required, although the main principle is to follow the hierarchy of controls.

However, before the implementation of control measures, Risk Assessments need to be reviewed and updated, considering the hazards posed by exposure to COVID19 in the workplace. This is in accordance with Section 8 (2) (d) of the OHS Act.

7.3 Preliminary Hazard Identification and Risk Assessment

The Principal Contractor and their contractors shall develop Risk Assessments and Method statements by a competent person for the risk that they foresee during construction.

Note, the Principal Contractor shall ensure that a competent Risk Assessor is appointed in writing and shall be Full Time on site for the duration of the project.

Principal Contractor to provide a 14-day Look Ahead Hazard Identification Risk Assessment (HIRA) for upcoming activities before they are encountered on a bi-weekly basis and forward an electronic copy to the appointed Health and Safety Agent. Contractor to ensure that provision is made should physically impaired/challenged employees be employed.

Furthermore, the Principal Contractor and their contractors to ensure that Daily Safe Task Instruction/ Planned Tasked Observations are conducted prior to any activity with proof placed on file. Contractors may use their own Formats/Templates.

The following is a site-specific source of risks that have been identified but is not limited to and must as a minimum, be appropriately addressed by the Principal Contractor in their Health & Safety Plan with Control Measures but is not limited to:

➤ **Mitigating the Spread of COVID-19 (coronavirus)**

- Compliance with Section 8, 9 and 14 f the occupational Health and Safety Act 85/1994.
- June 2021: Consolidated Directions on Occupational Health and Safety Measures in certain workplaces issued by the Minister in terms of regulation 4 (10) of the National Disaster Regulations.
- Hazardous Biological Agents Regulations GNR. 1390 of 27 December 2001.
- Hand sanitized (intervals to be implemented)
- Office Sanitized (intervals to be implemented)
- Social Distancing (to be monitored in construction settings during various activities)
- Transport of employees
- Implementation of site/progress meetings (control must be provided) (various media platforms to be utilized if possible)
- Continuous information communication
- Infection Management/response plan
- Waste Management

➤ **Site Establishment**

- Secure / Safe Storage of Material, Plant & Equipment.
- Ablutions.
- Vehicle Access to Site.
- Location of existing Services.
- Dealing with existing structures.
- Hoarding Permits to be obtained from Artscape.

Hoarding & Access Control

- Public Liability / Access Control / Compliance to Section 9 and Artscape rules and regulations.
- Site needs to be Adequately Secured.
- Relevant Warning Signage
- Daily inspections with proof placed on file.
- Hoarding to be in line with approved Design Drawings
- All construction activities related to all works will be limited from 08h30 to 17h30 Mondays to Fridays, 09h00 to 15h00 on Saturdays. No work shall take place on Sundays and Public Holidays without the express permissions being obtained from the Principal Agent.

Public Liability

- Effect of Work on members of the public and existing property e.g., Neighboring Property
- Noise Control
- Relevant signage
- Hazardous Chemical Substances

Working near existing services

- Identification and protection of existing services
- Electrical Cables, Telkom, Data etc.

Civil Unrest

- Avoid provoking or obstructing demonstrators.
- Secure the site as reasonably practicable. At least fenced 1.8m in height with relevant signage displayed.
- Avoid the area of disturbance.
- Report any unauthorised persons in your area.
- Seize work and only continue once it is safe to do so.

Waste Management Plan/System to be implemented.

- Rubble to be stored neatly in bags/bins and collected as needed.
- Principal Contractors to provide sufficient Bins / Bags always and must be removed on a regular basis or as and when needed.
- All hazardous material to be stored separately and must be disposed of at an authorized landfill site. Proof of Disposal to be provided.
- Rubble shall not be allowed to accumulate on site and shall be removed at regular intervals.

Temporary Flammable Liquid/Material Storage

- Principal Contractor to ensure that adequate ventilation is provided with Relevant Signage and Fire Precautions provided.
- Adequate Fire Equipment to be readily available.
- Compliance with all relevant legislation and regulations including the Community Fire Safety By-law Compliance and CR 25& 29.

Working near of Electrical Cables

- Contractor to provide full method statement and risk assessment when working on live electrical Cables. Must be communicated to all staff prior to the activity.
- All Staff must be provided with the relevant Personal Protective Equipment (PPE)

Emergency Preparedness

- Emergency Evacuation Plan with Relevant Emergency Numbers
- Revision of Emergency Plan
- Principal Contractor to monitor site conditions and conduct Evacuation Drills as and when needed with proof placed on file (Roll call, report to be placed on file etc.)
- Enough workers are Trained (Competent) in the use of Fire Extinguishing Equipment
- Emergency assembly point to be established with the relevant signage displayed.
- Air horn/alarm/siren to be provided on site.

Additional Activities foreseen on site.

- Public Safety- Relevant precautions to be taken (Hoarding/Physical Barriers, signage etc.)
- Process to move equipment, tools, scrap material, etc. to and from elevated positions.
- Storage/control of Hazardous substances
- Use of Temporary Access
- Unforeseen activities

N.B. A risk assessment will be performed for all unplanned work and submitted to Health and Safety Agent for approval prior to work commencing.

Principal Contractors and their contractors to ensure that the risk assessments, as well as other risks identified by them, are updated at least every 30 days or as the risk changes are recorded and communicated to all relevant parties with proof placed on file- CR 9.

Note: All reviews must be signed off by the appointed Risk Assessor.

Note: All identified risks and hazards must be based on a documented method (method statements)

Furthermore, the Principal Contractor and their contractors shall provide a Monitoring and a Review Plan including a Risk Register indicating all activities.

Note: Principal Contractor must ensure as far as is reasonably practicable, ergonomic related hazards are analysed, evaluated, and addressed in a risk assessment.

7.4 Fall Protection Plan: Erecting and Working on Scaffolding, Working at Heights, and Working near Excavation Edges

Working at heights includes any work that takes place in an elevated position. The Principal Contractor and their contractors must submit a risk/task-specific Fall Protection Plan in accordance with Construction Regulations 10. The Fall Protection Plan must be job specific, be reviewed at least monthly (Every 30 Days) or as the risk changes or after any incident. Contractors to ensure that medicals are provided for all persons exposed to elevated positions.

All employees working on heights must have a Medical Certificate issued by an Occupational Health Practitioner (OHP)

Note, The Principal Contractor shall provide a programme for the training of employees working from a fall risk position and the records thereof.

A fall protection plan 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
- d) records thereof.
- e) the procedure addressing the inspection, testing and maintenance of all fall protection equipment; and
- f) 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.

7.5 Health and Safety Officer 8(5)

The Principal Contractor shall provide a Part-Time on site depending on the contract value and combined discretion of the client and Health and Safety Agent, with proof of SACPCMP registration, proof of SACPCMP examination date or payment placed on file.

Important Note: Part-Time Safety Officer will be discussed and agreed upon based on the extend of work.

All contractors that has been appointed by the Principal Contractor shall ensure that they appoint a Part Time safety officer that will visit the site at least twice a week.

Note: “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”, however an exemption was issued and all Safety Officers/Practitioners must now provide confirmation of application for registration of the construction health and safety discipline with the SACPCMP should he/she not be registered as yet.

7.6 Medicals

The Principal Contractor to ensure that all his or her employees including all appointed contractors 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 an Annexure 3.

7.7 Symptom Screening

The Principal Contractor must ensure that all employees and visitors are screened prior to entering the site. Screening must include, hand wash, use of Infrared Thermometer and Self-Assessment. Daily Records of screening must be kept on file and be readily available for inspection.

All employees prior to entering must complete a self-screening assessment.

If a worker presents any symptoms associated with COVID-19, namely fever, cough, sore throat, redness of eyes or shortness of breath (or difficulty in breathing); or advises the employer of these symptoms, the employer must –

- ❖ not permit the worker to enter the workplace or report for work; or
- ❖ if the worker is already at work immediately-

- ❖ isolate the worker, provide the worker with a FFP1 surgical mask, and arrange for the worker to be transported in a manner that does not place other workers or members of the public at risk either to be self-isolated or for a medical examination or testing.
- ❖ assess the risk of transmission, disinfect the area and the worker's workstation, refer those workers who may be at risk for screening and take any other appropriate measure to prevent possible transmission.
- ❖ ensure that the worker is tested or referred to an identified testing site.

7.8 Health and Safety File (HSF)

The Principal Contractor and their contractors shall, in terms of CR 7(1), maintain the HSF on site always. The HSF is a file with permanent records containing information on aspects of the construction project - which will be necessary to ensure the health and safety of any persons who may be affected by the construction work.

The HSF must include all documentation required in terms of the Act and Regulations and must also include a list of all Contractors on site that are accountable to the Principal Contractors and the agreements between the parties and details of work being done.

The Principal Contractors shall appoint a suitably qualified person to prepare the HSF and to keep it up to date for the duration of the contract.

Note that all contractors appointed by the Principal Contractor must provide the below documentation as a minimum depending if they are working on the Preventative or Corrective Maintenance contract.

Contractor Requirements

Health and Safety File that includes but is not limited to the below:

- 1) Notification of Construction Work to Department of Employment Labour
- 2) COIDA Letter of Goodstanding
- 3) Health and Safety Policy
- 4) Health and Safety Plan
- 5) Risk Assessments
- 6) Method Statement and Safe Work Procedure
- 7) Fall Protection Plan (if required)
- 8) Section 37.2 Mandatory Agreement
- 9) Contractor Appointment
- 10) Appointment Letters
 - Competency Letters
- 11) Emergency Procedures (in line with the premises)
- 12) Incident & Accident Procedure
- 13) Inspection Registers
- 14) Training
 - Induction
 - Toolbox Talk
- 15) COVID 19 Workplace Plan

7.9 COVID 19 Administrative Requirements

The Principal Contractor must establish the following administrative measures on site:

The Principal Contractor must conduct a risk assessment considering the specific circumstances of the workplace.

The Principal Contractor must submit a record of its risk assessment together with a written policy concerning the protection of the health and safety of its employees from COVID-19 as contemplated in section 7(1) of OHSA to-

- ❖ Its health and safety committee established in terms of section 19 of OHSA; and
- ❖ notify all workers of the contents of this Directive and the manner in which it intends to implement it.
- ❖ notify its employees that if they are sick or have symptoms associated with the COVID-19 that they must not come to work and to take paid sick leave in terms of section 22 of the BCEA.
- ❖ must appoint a manager (COVID-19 Representative) to address employee or workplace representative concerns and to keep them informed and, in any workplace in which a health and safety committee has been elected, consult with that committee on the nature of the hazard in that workplace and the measures that need to be taken.
- ❖ (Note: The elected person must be trained on the latest updates of COVID 19)
- ❖ Principal Contractor ensure that the measures required by this Directive and its risk assessment plan are strictly complied with through monitoring and supervision.
- ❖ Records to be kept of all employee screening and self-assessments.
- ❖ The following registers must be kept and completed:
 - ❖ Routine Cleaning Register (Facility and vehicles)
 - ❖ PPE Issue Register
 - ❖ Daily Screening Register
 - ❖ Training Register

7.10 The HSF Shall Include At Least The Following Information:

- a) Notification of Construction Work (CR 3) or construction work permit depending on the contract.
- b) Copy of OHSA (updated) (GAR 4.)
- c) Proof of Registration and good standing with a COIDA Insurer (CR 5(1)(j) (The Principal Contractors shall submit a letter of good standing with the compensation Insurer, at the tender stage).
- d) OHSP agreed with client including the underpinning Risk Assessment/s & Method Statements CR 9(1)
- e) A list of Contractors (Sub-Contractors) including copies of the agreements between the parties and the type of work being done by each Contractor (CR 7)
- f) Appointment/Designation forms
- h) Registers
- g) Inductions

The HSF/CD shall be handed over to the Client on completion of the contract. It must contain all the documentation as set out above, or as instructed, as well as any handed to the Principal Contractor by any subcontractors together with a record of all drawings, designs, materials used and other similar information concerning the completed project.

7.11 Health and Safety Representative(S)

The Principal Contractor and their contractors shall ensure that competent Health and Safety Representative(s) are appointed under consultation and trained to carry out their functions as soon as the total workforce has reached a number of 20 employees or more. Should the Principal Contractor and their contractors have less than 20 employees, then the accumulative amount shall apply. The appointments must be in writing. The Health and Safety Representative shall carry out regular inspections at least monthly, keep records and report all findings to the Responsible Person forthwith and at Health and Safety meetings.

Note: The Principal Contractor and their contractors shall ensure that all certificates provided are issued by an accredited service provider as required by the National Qualification Framework Act 67/2000.

The number of representatives for each contractor shall be as per Section 17 of the OHS Act 85/1993, but as a minimum, The Principal Contractor shall appoint at least one competent Health and Safety Representative on the project.

7.12 Health and Safety Training

7.12.1 Induction

Principal Contractor shall ensure that all (including site visitors etc.) undergo site- specific induction presented by a competent person and proof placed in the Safety File prior to start of work. Employees to carry proof of inductions.

7.12.2 Awareness

The Principal Contractor shall ensure that, on site, toolbox talks take place at least once per week. These talks should deal with risks relevant to the construction work at hand. A record of attendance shall be kept in the Health and Safety file. All Principal Contractors have to comply with this minimum requirement. Contractors to ensure that the discussion is recorded on file (Topics with notes).

The Principal Contractor must ensure that the relevant signage is clearly displayed on site, employees are kept informed and up to date with the latest news regarding COVID 19.

- ❖ Awareness Training in small groups
- ❖ Providing workers with up-to-date education and training on COVID-19 risk factors and protective behaviours (e.g., cough etiquette and care of PPE).

7.12.3 Health and Safety Site Rules

The Principal Contractors must develop a Set of Site-Specific Health and Safety Rules that will be applied to regulate the Health and Safety aspects on Site. Security and Access control must be included in the rules and those non-employees or visitors will not be allowed on site unaccompanied.

7.12.4 Returning to work after being Infected with COVID 19

The Principal Contractor must ensure that the following is implemented after an employee has been infected and is returning to work.

If a worker has been diagnosed with COVID-19 and isolated in accordance with the Department of Health Guidelines, an employer may only allow a worker to return to work on the following conditions:

The worker has undergone a medical evaluation confirming that the worker has been tested negative for COVID-19.

- ❖ the employer ensures that personal hygiene, wearing of masks, social distancing, and cough etiquette is strictly adhered to by the worker; and
- ❖ the employer closely monitors the worker for symptoms on return to work.

7.12.5 Procedure: Suspected Infection Case on project

The Principal Contractor must ensure that if a worker has been diagnosed with COVID-19 that:

- ❖ the Department of Health and the Department of Employment and Labour is informed.
- ❖ investigate the cause including any control failure and review its risk assessment to ensure that the necessary controls and PPE requirements are in place.
- ❖ give administrative support to any contact-tracing measures implemented by the Department of Health.

If there is evidence that the worker contracted COVID-19 as a result of occupational exposure, lodge a claim for compensation in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993) in accordance with Notice 193 published on 3 March 2020.

- ❖ No person may refuse to be screened or tested if suspected that, that person has COVID19 like symptoms as per the Amended Disaster Management Act 2002.
- ❖ As per the Disaster Management Act 2002, no person that has been clinically or by a laboratory, confirmed as having COVID-19, or who is suspected of having contracted COVID-19, or who has been in contact with a person who is a carrier of COVID-19, may refuse self-quarantine or quarantine by a health establishment.
- ❖ Once identified through screening a person under investigation (PUI) needs to be moved to an isolated area on site that has been disinfected and access controlled.
- ❖ It is important to note that once an employee has been diagnosed with the symptoms of COVID19 and it has been clinically confirmed as positive by a Laboratory and this employee has been on site or at office.
- ❖ Note: the entire site/office must be evaluated for the COVID19 virus by a Health Establishment as a precaution.

7.12.6 Competency

In accordance with the Construction Regulation the Principal Contractors shall appoint, in writing, competent persons (in addition to the Construction Managers – CR 8 (1)(2) & Construction Supervisor/s-8(7)(8) responsible for supervising construction work for the following work situations that may be expected on the site of the works, as applicable to the project.

A competent person may be appointed for more than one part of the construction work with the understanding that the person must be suitably qualified and able to manage and

supervise at the same time the construction work on all the work situations for which he/she has been appointed.

The appointment of competent persons to supervise parts of the construction work does not relieve the Principal Contractors from any of his responsibilities to comply with all requirements of the Construction Regulations.

Note: The Principal Contractor and their contractors shall ensure that all certificates provided are issued by an accredited service provider as required by the National Qualification Framework Act 67/2000 and the South African Qualifications Authority (SAQA).

7.13 Environmental

Environmental terms and conditions are to be adhered to. All relevant legislation and bylaws are to be adhered to. All necessary permits are to be applied for by the contractor such as transport permits, possession permits and flammable certificates.

8. GENERAL RECORD KEEPING

The Principal Contractor and their contractors shall keep and maintain Health and Safety records to demonstrate compliance with this Specification, with the OHS Act 85/1993, and with the Construction Regulations (February 2014).

The Principal Contractor and their contractors shall ensure that all records of incidents / accidents, emergency procedures training, inspections, audits, etc. are kept in a Health and Safety file held in the site office.

The Principal Contractor must ensure that every contractor keeps and maintains its own Health and Safety file and must be readily available at all times. (The file must include the Contractor's health and safety plan). These records are crucial for inclusion in the Principal Contractors' consolidated health and safety file for handover to the Client on completion of construction work.

9. HEALTH AND SAFETY AUDITS, MONITORING AND REPORTING

The Client's Health & Safety Agent shall conduct monthly Health and Safety audits/inspections with follow up audits of the work. Operations including a full audit of physical site activities as well as an audit of the administration Health and Safety. The Health and Safety Agent may conduct unannounced visits as and when needed.

The Principal Contractor and their contractors are obligated to conduct similar audits on their contractors.

Detailed reports of the audit findings and results shall be reported on at all levels of project management meetings.

Copies of the reports shall be kept on file and must be readily available for inspection. The Principal Contractor must audit their contractors and keep records of these audits in their Health and Safety files and must be available on request.

Note: The Principal Contractor shall ensure that all contractors documentation is assessed and approved prior to start of work with proof placed on file.

9.1 Internal Audits/Inspections

The Principal Contractor's safety manager/responsible person must conduct weekly inspections/audits with a detailed report. A copy of these inspections/audits must be placed on file for perusal by the Health and Safety Agent.

Principal Contractor to provide a Corrective Action Plan within 3 days for all non-compliances noted in the Audits conducted by the Client's Health and Safety Agent. Note: An electronic copy must be sent to the Client Representative including the appointed Health and Safety Agent.

10. EMERGENCY PROCEDURES

The Principal Contractor/s shall submit a detailed Emergency Procedure and Evacuation Plan with assembly point and contact details in the case of any emergency. The procedure shall detail the response plan including the following key elements:

- ❖ List of key competent personnel; Details of emergency services.
- ❖ Actions or steps to be taken in the event of the specific types of emergencies; Information on hazardous material/situations.
- ❖ Emergency procedure(s) shall include, but shall not be limited to, fire, spills, accidents to employees, use of hazardous substances, bomb threats, major incidents/accidents, etc.

The Principal Contractors shall advise the Client, Agent, Engineer, and all relevant authorities forthwith, of any emergencies, together with a record of action taken. This shall be confirmed in writing as soon as possible after the incident.

A contact list of all service providers (Fire Department, Ambulance, Police, Medical and Hospital, etc.) must be maintained and available to site personnel. These procedures shall form part of the OHSF. The Principal Contractor to ensure that the relevant staff is trained to perform such duties as required by the OHS Act. All emergency procedures must be monitored on a regular basis and must be in line with the building program.

The Emergency/Evacuation plan and routes must be revised on a regular basis for all employees and contractor (including staff) should any unforeseen event take place during the implementation phase/s of the project.

Evacuation Drills must be conducted as and when needed. Contractor to assess all activities to ensure this is implemented with proof placed on file.

11. FIRST AID BOXES AND FIRST AID EQUIPMENT

The Principal Contractor and their contractors shall appoint in writing First Aider(s).

The appointed First Aider(s) are to be sent for accredited first aid training. Valid certificates are to be kept on site. All Contractors with more than 5 employees shall supply their own first aid box. Principal Contractor with more than 10 employees shall have trained, certified first aider on site at all times & First aid Box adequately stocked always.

11.1 RESCUE

The procedure to rescue persons from contact with a live conductor cannot definitely be laid down for all cases. However, certain principles and methods are outlined which all persons working on electrical apparatus or assisting in such work should know.

12. ACCIDENT / INCIDENT REPORTING AND INVESTIGATION

Injuries are to be categorized into first aid, medical, disabling, and fatal. The Principal Contractor and their contractors must stipulate in its construction phase Health and Safety plan how it will handle each of these categories. When reporting injuries to the Client, these categories shall be used. All contractors must investigate and report on the 4 categories of injuries to the Principal Contractor at least monthly.

Contractors must investigate injuries and accidents involving their employees within seven days of the incident in the form on Annexure1 (General Administrative Regulations) and forward a copy on the investigation report to the Principal Contractor forthwith.

All incidents reportable in terms of the provision of Section 24 of the OHS Act 1993 must be reported to the local Dept. of Labour in the prescribed manner. Should construction work be finished within 3 days after any occurrence, the investigation shall be conducted before such construction work is completed.

The Principal Contractor and their contractors must report all injuries to the Client in the form of a spreadsheet, which includes all contractor injuries/incidents including near misses, property damage and man-hours worked for the month as well as the cumulative total. This report must be done on a monthly basis and must form part of the Principal Contractor's progress report.

The Principal Contractor shall immediately notify the Client's Health & Safety Agent of any hazardous or potentially hazardous situations that may arise during the performance of construction activities immediately or within 24 hours by means of a flash report.

In case of any Section 24 Incident, the Principal Contractor shall ensure that the Health and Safety Agent verify and peruse the report and all relevant documentation before it is sent to the Department of Labour.

The Principal Contractor will ensure that a separate register containing the details of confirmed, or suspected COVID 19 cases are kept on file and made available for inspection by any approved government authority as required by the National Disaster Act 57 of 2002.

All cases of occupationally acquired COVID 19 to be reported to the department of labour in accordance with General Administrative Regulation 8 and Section 6 of the Notice (CF/03/2020) on Compensation for Occupationally-Acquired Novel Corona Virus Disease (COVID 19).

The Health and Safety Agent will be notified immediately together with the professional in the event of any infection.

Occupationally- acquired COVID -19 is a disease contracted by an employee as defined in the COID Act arising out of and in the course of his or her employment.

❖ If a staff member or visitor presents with symptoms related to the disease the following actions should be taken:

13. HAZARDS AND POTENTIAL SITUATIONS

The Principal Contractor shall immediately notify the Client's Health & Safety Agent of any hazardous or potentially hazardous situations that may arise during the performance of construction activities.

14. PERSONAL PROTECTIVE EQUIPMENT (PPE) AND CLOTHING

The Principal Contractor shall ensure that all workers are issued and wear but is not limited to i.e., hard hats, protective footwear, Hi-Viz vests and overalls. The Principal Contractor and their contractors shall make provision and keep adequate quantities of SANS approved PPE on site always.

Contractors to provide control measures should employees continuously fail to use the prescribed PPE.

Contractors to provide control measures should employees continuously fail to use the prescribed PPE.

For the reasons underlying the Department of Health's requirement, the Principal Contractor must –

- ❖ provide each of its employees, free of charge, with a minimum of two cloth masks, which comply with the requirement set out in the Guidelines issued by the Department of Trade, Industry and Competition, for the employee to wear while at work and while commuting to and from work: and
- ❖ require any other worker to wear masks in the workplace.
- ❖ Every employer must ensure that workers are informed, instructed, trained, and instructed as to the correct use of cloth masks.
- ❖ An employer must make appropriate arrangements for the washing, drying, and ironing of cloth masks in accordance with the Guidelines referred in clause 31.1 recommendations.
- ❖ Staff should be encouraged to cover their mouths and noses with tissues when they cough or sneeze irrespective if they are wearing a mask.
- ❖ Enforcement of the provision of tissues for workforce and visitors.
- ❖ Used tissues should be thrown in the trash. (note: that all trash bins must be clearly marked hazardous and treated as such)
- ❖ Provision of posters displaying guidelines for proper covering should be displayed in key strategic locations such as close to eating areas, bathrooms & site notice boards etc.

One of the Western Cape Department of Health's top priorities is to ensure that our front-line healthcare workers, who are caring for those with COVID-19, have the required N95 respirators and/or medical masks so that they are protected when undertaking their duties and helping us save lives.

There is a global shortage of these masks. All contractors are requested to not obtain or use these, so that we can ensure enough supply to the frontline healthcare workers in our hospitals and clinics.

Cloth masks as a minimum will be mandatory PPE on site. No person will be allowed to enter the site unless they are wearing a cloth or similar mask which covers the nose and mouth outlined by Section 5 (1)a of the amended Disaster Management Act 57 of 2002 (April 2020).

PPE spotters to be appointed to monitor the usage of PPE throughout the site.

15. OCCUPATIONAL HEALTH AND SAFETY SIGNAGE

The Principal Contractor shall provide adequate on-site OHS signage. Including but not limited to: "no unauthorized entry", "report to site office", "site office", and "hard hat area". Signage shall be posted up at all entrances to site as well as on site in strategic locations e.g., Access routes, entrances to structures and buildings, scaffolding and other potential risk areas / operations. All Contractors to adhere.

16. CONTRACTORS

The Principal Contractor shall ensure that all Contractors appointed by them comply with this Specification, the OHS Act 85/1993, and Construction Regulation (February 2014).

The Principal Contractor may only appoint a contractor after approving the contractor's health & safety plan with proof placed on file. The Principal Contractor must audit each of its Contractors at least monthly, with audit reports filed in the health & safety file on site.

The audit must include an administrative assessment as well as a physical inspection of the contractor's health & safety system.

The Principal Contractor must stop any Contractor from carrying out construction work that is not in accordance with the Principal Contractor's or Contractor's health & safety plan or if there is an immediate threat to the health and safety of persons.

The Principal Contractor shall take all reasonable steps necessary to ensure co-operation between all Contractors to enable each of those Contractors to comply with the provisions of these regulations.

The Principal Contractor must ensure that their contractors are registered and in good standing with a recognized compensation fund or with a licensed compensation insurer prior to work commencing on site.

The Principal Contractor must ensure that potential Contractors submitting tenders have made provision for the cost of health and safety measures during the construction process; The Principal Contractor shall discuss and negotiate with their Contractor the contents of the health and safety Plan and shall finally approve that plan for implementation.

17. NO-GO AREAS

Principal Contractor and their contractors to avoid all no-go areas and ensure that all relevant parties/employees and visitors are adequately informed. These areas will be identified by the Client.

18. PHYSICAL REQUIREMENTS

18.2 Existing Structures

Any adjacent structures that may be affected by work must be considered in the planning process. Precautionary measures must be detailed and applied to prevent damage, uncontrolled collapse of existing structures and/or loss to property and persons during the entire construction phase.

18.3 Deliveries

The contractor will need to engage the Project Manager and Client to agree delivery times during the day for various activities, preferably at least 24hours notice.

Delivery of materials and the safe movement of construction vehicles will be always controlled by the Contractor to alleviate any congestion or interference with the northern delivery yard operations and public delivery roads for access/egress.

Principal Contractor shall ensure vehicle management procedures are in place by way of flagmen control during contractor deliveries.

- No contractor vehicles are to be left unattended during deliveries.
- Existing parking bays, other than what has been agreed for the use by the Contractor, are not for the contractor or construction vehicles.

18.4 Hazardous Chemical Substances (HCS)

The Principal Contractor working with Hazardous chemical substances to obtain copies of all the (MSDS) Material Safety Data Sheets and this to be kept on site in the Health and Safety File. Risk Assessments to be compiled. First Aider to have copies of MSDS.

All hazardous waste shall be disposed of at an authorised landfill site and proof of disposal shall be provided upon request. Employees shall be provided with suitable PPE including Respirators as and when needed. Adequate control measures shall be taken to avoid possible exposure to employees and members of the Public.

18.5 Sanitizers, disinfectants, and other measures

The Principal Contractor and their contractors must ensure that hand wash/sanitizers is compulsory on site and that workers use hand wash facilities prior, during and after each activity irrespective of how long or short the activity is.

Hand sanitizer must be one that has at least 70% alcohol content and is in accordance with the recommendations of the Department of Health.

Every employer must, free of charge, ensure that –

- ❖ there are sufficient quantities of hand sanitizer based on the number of workers or other persons who access the workplace at the entrance of, and in, the workplace which the workers or other persons are required to use.
- ❖ every employee who works away from the workplace, other than at home, must be provided with an adequate supply of hand sanitizer.
- ❖ Staff should be encouraged to wash their hands often with soap and water for at least 20 seconds.
- ❖ The Principal Contractor must ensure that employees and visitors hands are sanitized before, during and after work.
- ❖ The Principal Contractor and Contractors must ensure provision of soap and water and where they are not readily available, the use of hand sanitizer that contains at least 70% alcohol should be enforced.
- ❖ Staff should avoid touching their eyes, nose, and mouth with unwashed hands.
- ❖ Provision of posters displaying guidelines for proper hand washing must be displayed in key strategic locations such as close to eating areas, bathrooms & site notice boards etc.

18.6 Stacking of Materials

The Principal Contractor shall ensure that there are sufficient appointed stacking supervisors, and all materials and equipment are stacked and stored safely. Double handling of material should be avoided and for this purpose, pallets and other stacking options should be used.

18.7 Removal of Rubble & Debris

The Principal Contractor must ensure the safe removal of debris and rubble from all levels where demolition occur. A safe work procedure or method statement detailing the removal process and steps to be taken to contain the debris and rubble must be drafted and placed on File.

18.8 Permits

All relevant permits must be obtained from Local Authority (where needed) before any demolition and construction work commences. (Site hoarding permit, demolition permit, way leaves etc.)

18.9 Plant and Machinery

18.9.1 Pressure Equipment Regulations

The Principal Contractor shall comply with the Pressure Equipment Regulations and SANS 10087, including:

- Providing competency and awareness training to the operators,
- Providing PPE or clothing,
- Inspect Equipment regularly and keep record of inspections,
- Providing appropriate firefighting equipment (Fire Extinguishers) on hand.
- Correct storage of cylinders

18.9.2 Percussion Drilling Rig

The Principal Contractor shall comply with the Construction Regulation 23 and SANS 10087, including:

- Providing competency and awareness training to the operators,
- Providing PPE or clothing,
- Inspect Construction Vehicle regularly and keep record of inspections,
- Providing appropriate firefighting equipment (Fire Extinguishers) on hand.

18.9.3 Fire Extinguishers and Firefighting Equipment

The Principal Contractor shall provide adequate, regularly serviced fire-fighting equipment located at strategic points on site, specific to the classes of fire likely to occur. The appropriate notices and signs must be posted up as required. All fire extinguishers to be handled and inspected by competent persons in compliance with CR 29.

The Principal Contractor to provide an initial Fire Risk Assessment. Note: The Principal Contractor shall ensure that sufficient and suitable storage is provided for all flammable liquids, solids, and gases.

The Principal Contractor shall ensure that sufficient number of workers is trained in the use of Fire Equipment.

18.9.4 Hired Plant and Machinery

The Principal Contractor shall ensure that any hired plant and machinery used on site is safe for use. The necessary requirements as stipulated by the OHS Act 85/1993 and Construction Regulations (February 2014) shall apply. The Contractor shall ensure that operators hired with machinery are competent and that certificates are kept on site in the Health and Safety file. All relevant Contractors must ensure the same.

18.9.5 General Machinery

The Principal Contractor shall ensure compliance with the amended Driven Machinery Regulations (2015), which include inspecting machinery regularly, appointing a competent person to inspect and ensure maintenance, issuing PPE or clothing, and training those who operate machinery.

19. PUBLIC AND SITE VISITOR'S HEALTH AND SAFETY

Both the Client and the Principal Contractor have a duty in terms of the OHS Act 85/1993 to do all that is reasonably practicable to prevent members of the public and site visitors from being affected by the construction activities. Site visitors must be briefed on the hazards and risks they may be exposed to and what measures are in place or should be taken to control these hazards and risks. A record of these inductions must be kept on site in accordance with the Construction Regulations.

Appropriate Nets, Canopies, Hoarding, Fencing, Gantry's, and Crash Decks etc. must be provided to protect members of the public and their vehicles passing / entering the site, in accordance with Construction Regulation 27. Sufficient Safety, direction Signage and Flagmen to be placed to direct traffic near the site.

Principal Contractor to ensure that no unauthorized persons enter the construction area by implementing access control measures / registers.

19.1 Measures in respect of workplaces to which Public have access.

The Principal Contractor must ensure that where reasonably practicable given the nature of the workplace, every employer must-

- ❖ arrange the workplace to ensure that there is a distance at least one and a half metres between workers and members of the public or between members of the public; or
- ❖ put in place physical barriers or provide workers with face shields or visors.
- ❖ if appropriate, undertake symptom screening measures of persons other than the employees entering the workplace with due regard to available technology and any guidelines issued by the Department of Health.
- ❖ if appropriate, display notices advising persons other than employees entering the workplace of the precautions they are required to observe while in the workplace.

20. NIGHT WORK

Adequate lighting/illumination to be provided where required with backup generators. Security to be provided as and when needed. All emergency procedures to be in place. Adequate PPE to be provided for all employees e.g., Hi-Viz Vests.

21. WORKING HOURS

Working Hours to be agreed with the Client for reasons that facilities might be in use by end users. Alternative arrangements to be agreed upon in advance to avoid any Health and Safety incidents.

22. OCCUPATIONAL HEALTH

22.1 Social Distancing

The Principal Contractor must arrange the workplace to ensure minimal contact between workers and as far as reasonably practicable ensure that there is a minimum of one and a half metres between workers while they are working, for example, at their workstations. Depending on the circumstances of the workplace or the nature thereof, the minimum distance may need to be longer. Reducing the number of workers present in the workplace at any time in terms by means of rotation, staggered working hours, shift systems or remote working arrangements.

- ❖ Supervisors should consider in their daily planning to avoid close contact with people where possible.
- ❖ It is important that employee representatives are elected and appointed to ensure workers can raise anonymous issues to them instead of discussing site issues in large groups for management to address.
- ❖ It is recommended that traditional contractual site/progress meetings be conducted through online media platforms such as Webex/skype conference calling etc. instead of grouping on site where possible, provision of sufficient internet services should be available on sites to accommodate this.

22.2 Occupational Hygiene

Exposure of workers to occupational health hazards and risks is common in any work environment, especially in construction. Occupational exposure is a major problem and Principal Contractor must ensure that proper health and hygiene measures are put in place to prevent exposure to these hazards.

The Risk to be looked at includes: Ventilation.

Adequate ventilation / extraction / exhausting in hazardous areas e.g., chemicals/ adhesives / welding / petrol or diesel/ motors running and in confined spaces /basements.

The Principal Contractor must –

- ❖ keep the workplace well ventilated by natural or mechanical means to reduce the SARS-CoV-2 viral load.
- ❖ where reasonably practicable, have an effective local extraction ventilation system with high-efficiency particulate air HEPA filters, which is regularly cleaned and maintained, and its vents do not feed-back in through open windows.
- ❖ ensure that filters are cleaned and replaced in accordance with the manufacturer's instructions by a competent person.

22.3 Disinfecting of Surfaces

The Principal Contractor must ensure that all work surfaces and equipment are disinfected before work begins, regularly during the working period and after work ends.

Tables, chairs, benches, car seats and dashboards, toilets, common areas, door handles, shared electronic equipment should also be regularly cleaned and disinfected.

- ❖ Wear disposable gloves when cleaning and disinfecting surfaces. Gloves should be discarded after each cleaning. If reusable gloves are used, those gloves should be dedicated for cleaning and disinfection of surfaces for COVID-19 and should not be used for other purposes. Consult the manufacturer's instructions for cleaning and disinfection products used. Clean hands immediately after gloves are removed.
- ❖ For disinfection, diluted household bleach solutions, alcohol solutions with at least 70% alcohol, and most common EPA-registered household disinfectants should be effective.
- ❖ Diluted household bleach solutions can be used if appropriate for the surface. Follow manufacturer's instructions for application and proper ventilation. Check to ensure the product is not past its expiration date.
- ❖ It is recommended to prepare and maintain a cleaning schedule for all facilities.
- ❖ Project staff members can practice routine cleaning of frequently touched surfaces (for example tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks) with household cleaners and EPA-registered disinfectants that are appropriate for the surface, following label instructions.
- ❖ Labels contain instructions for safe and effective use of the cleaning product including precautions you should take when applying the product, such as wearing gloves and making sure good ventilation is available during the use of the product.
- ❖ For vehicles: cleaning can be done on door handles & seats by using wipes & sanitizer, it is not recommended to use bleach on seats.
- ❖ Currently there is no specification in regard to the control of air-condition/windows.

Note: Cleaning of surfaces and appliances to be done frequently daily.

22.4 Noise

Tasks identified where noise exceeds 85 dBA. All reasonable steps to be taken to reduce noise levels at the source. Hearing protection to be used where noise levels cannot be reduced below 85dBA.

22.4.1 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:

- Proof of training with regards to these regulations.
- Risk assessment
- Monitoring carried out by an AIA and done according to SABS 083.
- Medical surveillance programme established and maintained for the necessary employees.
- Control of noise by referring to:
 - Engineering methods considered.
 - Admin control (number of employees exposed) considered.
 - Personal protective equipment considered/decided on.
- Describe how records are going to be kept for 40 years.

22.5 Welfare Facilities

The Principal Contractor to provide at least one sanitary facility for every 30 employees on site, including changing facilities & hand washing facilities. Safe and adequate eating areas must be provided. Waste bins must be strategically placed and emptied regularly. Safe and clean storage areas must be provided for workers to store personal belongings and personal protective equipment.

22.6 Waste Management

Principal Contractor must implement their waste management in line with Environmental Terms and Conditions.

The Department of Health published a guideline on the management of COVID-19 (coronavirus) or Health Care Waste. The document defines two types of waste which are applicable to the pandemic.

All COVID 19 waste will be classified as Hazardous Waste and provisions shall be made for adequate hazardous bins strategically located on the premises.

- **Disposal of any gloves or masks** – The Principal Contractor shall dispose of all used gloves and masks as hazardous waste. Hazardous waste bins lined with plastic bags shall be used. The bags will be sealed after with records of safe disposal placed on file.
- **Paper towels** – The Principal Contractor shall ensure that provisions are made for paper towels to dry hands at all hand washing stations or ablutions. The use of cloth towels for the drying of hands will not be permitted. Sufficient bins shall be provided at all locations where paper towels are utilised and shall be lined with a single layer plastic bag.
- **Disinfectant solution** – The Principal Contractor will provide adequate supplies of disinfectant at the entrances and workstations where the use of water and soap for cleaning is not practical. If disinfectant dispensers are not refilled it should be disposed with other hazardous waste.
- **Wastewater** - Wastewater at washing points, toilets, and bathrooms to be contained in a drainage system that prevent surface spills. Wastewater contained in containers must be sealed before transportation or disposal.

All certificates of safe disposal will be kept on file. A separate register will be made available to record all COVID 19 waste.

22.6.1 Precautions for waste handlers

- ❖ All waste handlers will be trained on the handling of COVID 19 waste (hazardous waste)
- ❖ COVID 19 waste handlers to ensure that PPE are always worn (Cloth mask, face shield, thick rubber gloves, safety boots)
- ❖ Report any possible cross contamination to the COVID 19 Compliance Officer
- ❖ Thoroughly wash your hands before putting on your rubber gloves as well as after removing your gloves
- ❖ The isolation room and the designated isolation waste area should be disinfected after each isolation case.
- ❖ Ensure that all COVID 19 bins are disinfected regularly.

22.7 Alcohol and Other Drugs

The Principal Contractor and their contractors to ensure that no alcohol and other drugs are allowed on site. No person may be under the influence of alcohol or any other drugs while on the construction site. Any person on prescription drugs must inform his/her superior, who shall in turn report this to the Contractor forthwith. Any person suffering from any illness / condition that may have a negative effect on his/her safety performance must report this to his/her superior, who shall in turn report this to the Principal Contractor forthwith.

Any person suspected of being under the influence of alcohol or other drugs must be sent home immediately, to report back the next day for a preliminary inquiry. The Contractor concerned must follow a full disciplinary procedure and a copy of the disciplinary action must be forwarded to the Principal Contractor for his records. No Smoking is allowed on site.

23. ANNEXURE A- ACKNOWLEDGEMENT OF H & S SPECS**Annexure A: Acknowledgement of Health and Safety Specification**

Acknowledgement of Receipt of the Health and Safety Specifications:

I, _____ representing.

_____ Contractor

Have satisfied myself with the content of the construction Health and Safety Specification and shall ensure that the Contractor and its personnel comply with all obligations / requirements in respect thereof.

Signature of Principal Contractor

DATE

Signature of Client Agent

DATE

COMMENTS:

24. ANNEXURE B APPOINTMENT OF PRINCIPAL CONTRACTOR

Appointment of Principal Contractor

IN TERMS, OF

OCCUPATIONAL HEALTH AND SAFETY ACT, ACT 85 OF 1993 & CONSTRUCTION
REGULATIONS 2014

CONSTRUCTION REGULATION 5(1)(k)

I, Client Responsible Person,
for..... do hereby appoint:
.....as the Principal Contractor
of.....Project.

Responsibilities:

- *Prepare a Health and Safety Plan to comply with the requirements of the Construction Regulation 5(1)(b), and in compliance with the Health and Safety Specification for the Project.*
- *Ensure co-operation between all contractors to enable each of those contractors to comply with the provisions of these regulations.*
- *Provide all contractors with the required safety specification for their area of responsibility.*
- *Appoint each contractor in writing in accordance with Construction Regulations.*
- *Ensure implementation of the contractor's health and safety plan.*
- *Stop contractors from working if not in accordance with the client specification.*
- *Provide health and safety information to contractors should their design change.*
- *Ensure all contractors are registered and in good standing with the compensation commissioner.*
- *Ensure contractors submitting tenders have made provision for health and safety during construction.*
- *Ensure risk assessments are conducted & the identified controls are communicated to all employees and visitors.*
- *Ensure Compliance to Occupational Health and Safety Act 85/1993, Construction Regulations 2014, Community Fire Safety Bylaw and Relevant Sans Codes.*

Signature:

Date:

Client / Principal Agent**Acceptance**

I, hereby accept and acknowledge that I understand the requirements of this appointment.

Signature:

Date:

25. Baseline Risk Assessment

Baseline Risk Assessment for Langeberg Municipality				
Activity	Risk Rating	Hazard	Control Measure	Responsible Person
Carrying of material	M	Possible Contact with fellow employees and result into possible injuries.	- Employees to take caution when walking on site. - Employees to keep material as close to themselves or structure as possible to avoid possible contact with persons. - Ensure your vision is not obstructed. - Watch your blind spots and get assistance when carrying heavy and large objects	CR 8.1
	L	Possible Falling material and possible foot and body injuries	Operatives to ensure that all material are adequately secured. Appropriate PPE to be worn at all times. Do not carry material in precarious (dangerous) positions so as to obstruct your vision etc.	CR 8.1
	L	Possible Ergonomics /Possible back injuries	Employees to ensure that they use correct bending techniques. Please get assistance when lifting heavy objects.	CR 8.1
Working with Hazardous Substances	L	Possible Respiratory problems.	Respirators to be used when spending even short periods of time. Adequate ventilation required. Ensure that all containers are clearly identified when decanting	CR 8.1
		Dermatitis, Skin burns, Skin sensitization	Avoid contact with the skin as far as reasonably practicable. Use barrier cream if possible.	CR 8.1
		Possible Eye injuries	Remove clothing that has been contaminated by wet hazardous substances.	CR 8.1
			Wear suitable PPE as listed below. Wash hands thoroughly after contact and use a barrier cream.	CR 8.1
			Follow Safety instructions (MSDS) as indicated by the MSDS.	CR 8.1
Storage of Hazardous Substances	H	Possible Explosion/fires Possible	Comply with CR 25 & CR 29. Store all Hazardous Substances in the correct categories. Store all flammable material separately. Ensure relevant signage is clearly displayed. Adequate fire extinguishers to be readily available. Fire Risk Assessment to be conducted by a competent person. Hazardous bins to be provided	CR 8.1
Working at Heights	H	Possible Fall of persons, Possible Death	- Task Specific Method statements and Risk Assessments required as per CR 9. All work to be done under supervision. - Compliance with Fall Protection Plan. - All exposed to heights to medically fit issued by OHP/OHN.	CR 8.1
		Possible Falling Objects / Equipment. Falling/slipping	- As far as reasonably practicable, all equipment to be tied to rope. No Items to be thrown from elevated positions but must be safely lowered. No persons to work underneath overhead work area or ground. - No work on open structures at heights	CR 8.1

			during inclement weather.	
Working with Hand Tools	M	• Possible Eye injury	• Visual checks must be completed by operatives on tools prior to their use. Eye protection is to be provided and used whenever work is done using cold chisels or other tools where there is risk of flying particles or other pieces of the tool breaking off.	CR 8.1
		• Possible Injury to hands, feet, and body	• Tools are required to be suitable for the purpose for which they to be used. Open bladed knives, screwdrivers, and other sharp tools are to be carried and used so as not to cause injury to the user or others.	CR 8.1
		• Possible Tripping over tools	• Tools should not be left lying around, they constitute a severe tripping hazard, and they are liable to get damaged.	CR 8.1
Lifting Operations	M	• Uncontrolled release of material	• Task Specific Method Statements and Risk Assessments required with proof of communication. • Rescue Plan and task specific Fall Protection Plan required, to be compiled by competent person. • Competent Banksman/Rigger to be readily available	CR 8.1
			• Banksman/Rigger to have signalling device. • No person to be under suspended load. • Only appointed banksman/rigger to assist with lifting operations.	CR 8.1
Working in Confined Space	H	• Possible Body Injuries, Property Damage, Possible	• The Principal Contractor to prepare a confined space procedure in line with General Safety Regulation (5) OHS Act including Task Specific Risk Assessments, Method Statements and Emergency Procedures. Ensure that all work areas are adequately demarcated. • Ensure that all ducts are adequately secured and that it can take the relevant loads	CR 8.1
		• Respiratory complication due to Lack of Ventilation • Hazardous Material being used e.g., Sealants etc.	• Safe Access Required at all times. Adequate Ventilation and supervision required at all times. • All hazardous substances to be assessed and ensure that MSDS are provided, all employees to be informed and First Aider has copies.	CR 8.1
Working with Flammable material including all Hot Work Activities	H	• Possible Fires	• Principal Contractor shall comply with all relevant legislation and regulations and shall include but is not limited to i.e., CR 7, 8, 25, 29 General Safety Regulation 2B and Section 8 & 9 of the OHS Act. • Furthermore, the Principal Contractor shall ensure that the following is provided and enforced prior to any activities and shall include but is not limited to i.e. • Task Specific Method Statements and Risk Assessments. Hot work system to be implemented as per the Specification.	CR 8.1

			MSDS to be obtained and assessed with adequate control measures	
		Possible burns to body	- Only competent persons to conduct all activities. PPE shall be used as the last resort. - Adequate Fire Control Required	CR 8.1
Use of Small Plant: Generator, drive unit, water pump	M	- Possible Noise induced hearing loss, carbon-monoxide. - Possible Poisoning, burns, fires.	- Ensure the petrol cap fits correctly. - Use a funnel to refill the tank. - Do not over fill. - Do not smoke or talk on your cell phone while filling the generator. - If you spill petrol, allow it to evaporate before starting the generator. - Ensure the generator is fitted with a kill-switch. Ensure the pull start mechanism is in good working order and that the correct cover is fitted, enclosing the rotating drum. - Once the generator has been started up, test the kill switch before Drawing power from it. - Do not run more than two power tools off of one generator Simultaneously. - If the petrol tank is leaking or cracked, do not use the generator. - Dust masks, hearing protection, Hand protection(gloves) overalls and safety Boots to be used.	CR 8.1
Working adjacent to a body of water	H	Possible drowning	- All workers assigned to the project must be able to swim. - Workers working within 1.5m of the key side must all wear lifejackets. - The area must be organized and material or equipment which could constitute a tripping hazard must always be kept to a practical minimum. - The number of workers must also be kept to a practical minimum. - Whenever overhead lifting is underway, the area must be kept clear. - Rescue buoys must be available on the key / pier	CR 8.1
Demolition	H	- Injury caused by loss of control of material, pinch points, workers being pinned down or crushed, equipment being damaged. - Injury to staff by falling debris	- The works supervisor must ensure that a method statement is drafted, detailing the sequence of works. - All equipment to be used during the process must be inspected and confirmed as being in safe for use condition. - The supervisor must monitor the daily tides as well as weather conditions that could affect the process and increase the risk of harm or damage. - It must be determined whether the work is to be performed during the high or low tide, and whether it is safe to work on a receding and rising tide. - The workers must be trained according to the method statement. - The structures to be demolished must be inspected beforehand and where necessary, temporary supports or slings must be used to support the vessel while it is being 'dismantled'. - All staff on site to have required PPE.	CR 8.1

			• All members of the public must be kept well clear of the area. This includes other private or commercial vessels. • All waste to be deposited into designated area on the key side, barge, or jetty but consideration must be given to the loads imposed, and to ensure that point loading does not occur, the material must be moved away on a continual basis to a more suitable lay-down area or placed in a skip	
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26. COVID 19 Risk Assessment

Activity	Control Measure	Responsible Person
1. Access Control	- Security personnel to be trained on the COVID 19 access control procedures. - Have sufficient hand sanitizers/soap and water for use to employees and visitors prior to entering the site. - Visitors/Employees to sign in and out. - No biometric systems to be used. - Limit all access points (ne access and egress point).	CR 8.1 & COVID 19 Compliance Officer/ Coordinators
2. Screening	- Screening team shall be issued with the relevant personal protective equipment (Full face shield/screen, N 95 Mask/ 3-layer surgical mask, latex gloves etc. - Screening Team to keep safe distance when screening employees and visitors. - Screening team to ensure where high temperature (above 38°C) is registered, possible Infected person will report his/her symptoms to his/her construction manager who will contact the NICD hotline on 080002999. - A suspected infected person must be moved to the isolation room immediately with minimal interaction/contact with other persons on site. - Should the suspected infected person be able, they will drive themselves to a hospital/doctor. Should this person be unable to transport themselves, a household member must be contacted to transport the employee. a - A suspected infected person will only be allowed to return to site after being examined by Doctor and being given certificate that clears him/her from COVID 19.	CR 8.1 & COVID 19 Compliance Officer/ Coordinators
3. Visitors & Employees entering site (including deliveries)	- All visitors to be escorted to site office, be inducted, and receive COVID 19 awareness training with proof of attendance. - Comply with all relevant Legislation. - COVID 19 team to familiarise themselves with the latest legislation and guidelines that has been issued by the relevant authorities and ensure that all persons are adequately informed. - All employees/persons to be screened as required by Department of Health a Guidelines. - Security to control attendance register/book alone to avoid double handling and possible spread of virus. - All employees & visitors who previously been screened and tested positive shall provide a Medical Certificate indicating that he/she has	CR 8.1 & COVID 19 Compliance Officer/ Coordinators

Activity	Control Measure	Responsible Person
	been declared fit for work and Coronavirus Free. • Non-contact Temperature testing to be conducted by responsible trained persons to all employees/visitors prior to entering the site with records kept. • Employees/Persons who indicates any signs of COVID 19 based on completion of the checklist and shall be escorted to the isolation room and be provided with a mask (should they not have any). • Report all incidents and suspected COVID 19 cases/employees to site management and the respective COVID 19 /team / Compliance Officer/Coordinators • All persons delivering material must have PPE- Face Masks compulsory	
4. Off-loading of Material/ Deliveries	• Limit all access points. • Relevant signage to be provided and displayed. • All persons delivering material must have PPE- Cloth Masks are compulsory. • Drivers to remain in vehicles where possible, should they be required to offload manually the site employees must maintain a distance of at least 2 meters.	CR 8.1 & COVID 19 Compliance Officer/ Coordinators
5. Washing/Sanitizing of Hands and disinfectant of surfaces.	• Workers to be trained and instructed on how to wash their hands. • Sufficient hand Wash Bays and Soap to be at site entrance. • Workers to ensure that hands are washed prior and after every activity. • No sharing of stationary or utensils. • Using at least 70% alcohol-based hand sanitizer. • Use disposable towels. • Display handwashing signs in all areas. • All work areas, eating facilities and ablution facilities to be cleaned/disinfected prior, during and after work. • Sufficient waste bins with lids and must be emptied regularly	CR 8.1 & COVID 19 Compliance Officer/ Coordinators
6. Working on Site/ Site Inspections	• Comply with all relevant legislation and restrictions. • Appoint a COVID Compliance officer persons to coordinate COVID 19 activities with daily feedback to management. • Employees who are elderly and or have existing respiratory ailments or are currently sick must	CR 8.1 & COVID 19 Compliance Officer/ Coordinators

Activity	Control Measure	Responsible Person
	remain at home until further notice from the President. • All persons with general flue like symptoms to be encouraged to stay at home or seek medical attention. • PPE to be worn at all times- Cloth Masks are compulsory. • No sharing of PPE • Spotters to be on site monitoring use of PPE and or unusual behaviour of employees. • Alternate/stagger Working Hours. • Designated isolation room/areas to be provided for all possible COVID 19 cases and must be decontaminated as needed. • Provide and display Emergency & Counselling Contact Numbers • Provide designated bins for all used PPE and dispose safely. • Alternate Lunch and Tea Breaks to be considered to avoid any gathering of persons n site.	
7. Operating of Mobile/Small Plant and Tools	• One operator to be assigned per mobile plant. • Daily Inspections to be conducted prior to use of plant and tools. • Cabin to be disinfected prior, during and after to use. • Good hygiene to be implemented.	CR 8.1 & COVID 19 Compliance Officer/ Coordinators
8. Conducting & Attending Safety Awareness Sessions & Inductions including progress//site meetings.	• Ensure that sufficient Sanitisers are available at all entrances/work areas and office. • Use loudspeaker/loudhailer to be used if possible. Avoid sharing the same loud hailer. • Avoid physical contact, no shaking of hands. • Make use of technology/media. • If not possible then adequate and sufficient space is required with smaller groups. • Alternate awareness session schedules and inductions • Employees to be informed regarding Section 14 of the OHS Act 85/1993 and all relevant legislation. • Avoid any meetings held on site in a confined space. • Use of media networks to conduct remote meetings, Zoom, Skype, Microsoft Teams for meetings where necessary.	CR 8.1 & COVID 19 Compliance Officer/ Coordinators
9. Using Ablution Facilities (Toilets) and cleaning	• Provide additional facilities (toilets) • Use flushable toilets as far as reasonably practicable. • Ensure that sufficient Sanitisers/ Soap & Water	CR 8.1 & COVID 19 Compliance Officer/

Activity	Control Measure	Responsible Person
thereof	are available. • Wash Hands (before and after use) when using facilities. • Use your own hand towel/ paper towel to dry your hands. • Clean Ablution facilities at least twice per day or as agreed/risk assessment. • Decontaminate Portable Toilets daily or at appropriate intervals. • Additional Signage to be displayed. • Register required for cleaning relevant areas. • Outsource cleaning of portable toilets, if possible, where this is not possible the following must apply but is not limited to,	Coordinators
10. Transportation of Employees	• Daily vehicle inspections and disinfecting to be conducted. • Limit number of employees as per the relevant legislation • Driver to monitor this process. • All employees/persons must complete a Self-Assessment/checklist prior to them entering the vehicle/plant. • Employees/Persons who indicates any signs of COVID 19 based on completion of checklist or screening and shall be escorted to the isolation room and be provided with a mask (should they not have any). Such a person must be requested to contact their Doctor or The COVID 19 helpline and leave site. • Adequate Ventilation required	CR 8.1 & COVID 19 Compliance Officer/ Coordinators
11. Treating of Injuries on Site	• Competent First Aider to attend to all reported cases and follow all COVID 19 protocols and emergency procedures. • First Aider to be provided with the relevant PPE (disposable overall) • Assess the injured person with caution and discretion. • Temperature of injured person to be taken immediately or prior to assessment if possible. • Additional PPE Required but is not limited to, E.g., approved Medical Masks, N-95 or N-99 Masks or similar, suitable gloves, and Face & eye protection. • Decontaminate area and equipment if area has been contaminated. • A register to be provided of All persons who has been screened and tested positive. • Note, this must be done in a dignified and confidential manner. All COVID 19 statistics to	CR 8.1 & COVID 19 Compliance Officer/ Coordinators

Activity	Control Measure	Responsible Person
	be provided to the department of Health. • Emergency procedures and tracking register to be provided for infected persons.	
12. Waste Management	• All corona virus waste shall be treated as isolation waste and must be double bagged in preferably red plastic inside of 50 L or 142 L single use boxes and must be labelled "SUSPECTED COVID- 19" whilst the employees' status is not confirmed. • Place the bags in the designated Health Care Waste Staging area. • A Separate Waste Register to be provided.	

Note:

The above list is by no means exhaustive and should not be limited to these activities but must cover all activities that forms part of the said construction work. Each activity must be split down to individual tasks and all associated hazards identified and listed in the risk assessment. This ensures that the critical tasks and subsequent critical hazards are not missed.

All Activities are to be re-assessed by the Principal Contractor and their contractors prior to start of work and must be communicated with all relevant employees with proof placed on file.

NB:

Although some of the work related to health and safety work is mentioned /noted in certain measured items in the bill of quantities it remains the contractor's responsibility to allow in his tender price for all work related to health and safety and the requirements as per this Health and Safety Specification and the OH'S Act 85/1993.

Important Note:

The Health and Safety Specification was compiled with the input of all Designers. The Principal Contractor must ensure that continuous monitoring of risk and hazards are conducted.

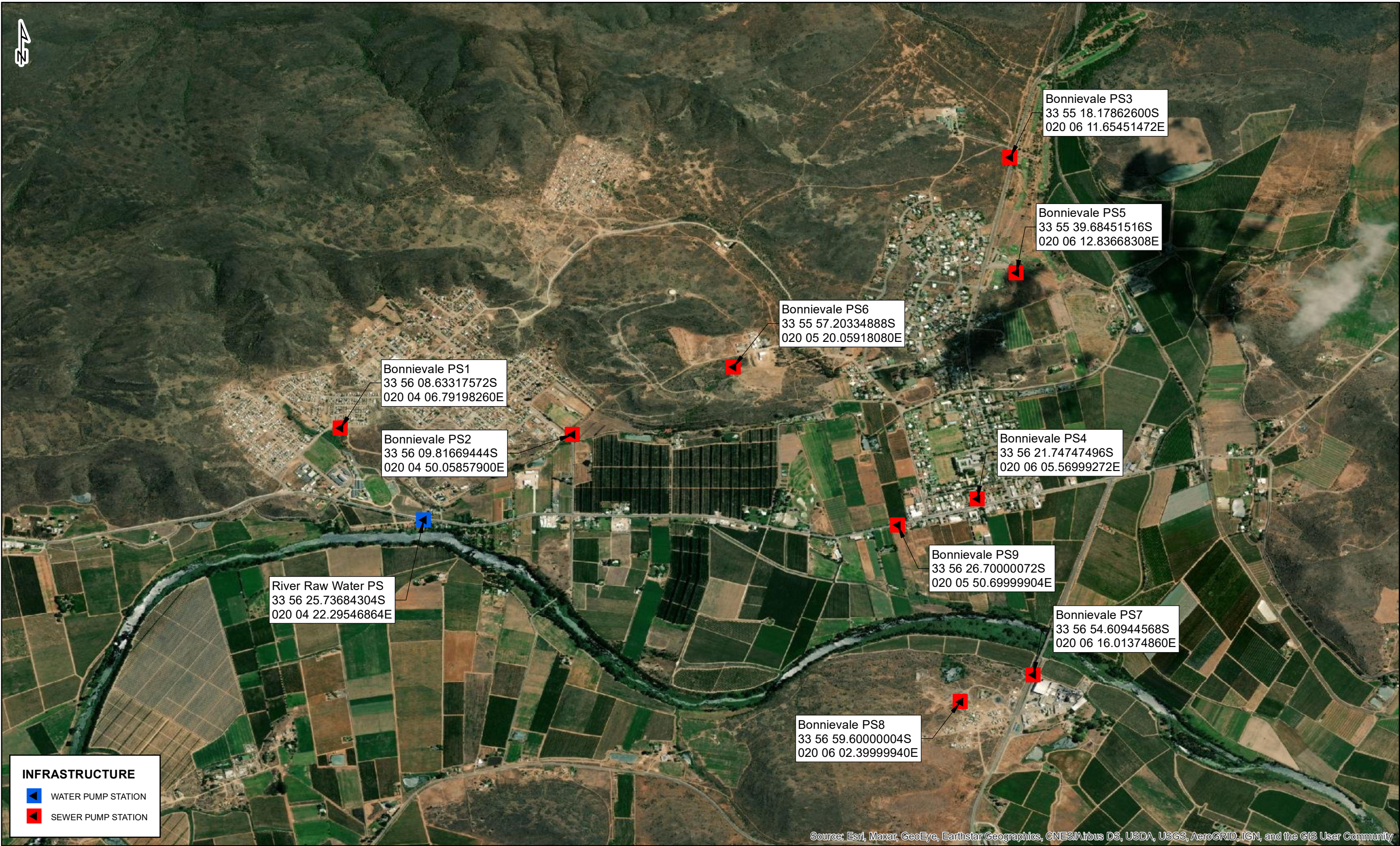
Compiled by:

Darion Hendriks

Assisted by:

Stephan Julius (Pr. CHSA/014/2014)

APPENDIX C – LOCALITY PLAN



FOR TENDER
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All dimensions must be verified on site before the works commence. Refer any discrepancies to the Engineer.

REVISION SCHEDULE		
No	DATE	DESCRIPTION

CONSULTING ENGINEER		
----- SIGNATURE	----- PR No	----- DATE
CLIENT		
----- SIGNATURE	----- DATE	

CLIENT

LANGEBERG MUNICIPALITY

CONSULTANT


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PROJECT
SUPPLY AND INSTALLATION OF TELEMETRY AND SCADA SYSTEMS, BONNIEVALE
PLAN DESCRIPTION
LOCALITY PLAN

PROJECT	PRODUCED	CHECKED
P07878	RB	DD
DATE		SCALE
2022/01/21		1:20 000
PLAN NUMBER		REV
P07878-00-GM-MAP-0001		00

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