

VICTOR KHANYE LOCAL MUNICIPALITY



CONTRACT NUMBER: T/ES/MIG/P1/2023/204

**A PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND
INSTALLATION OF HIGHMAST IN VICTOR KHANYE LOCAL
MUNICIPALITY FOR A PERIOD OF 36 MONTHS (4EP CIDB GRADING)**

TENDER DOCUMENT

NAME OF TENDERER:

PREPARED FOR :

VICTOR KHANYE LOCAL MUNICIPALITY
Corner Van Der Walt and Samuel Road
Delmas
2210

Telephone: 013 665 6000
Contact: A Mvelase (PMU)
e-mail address: ayendam@vklm.gov.za



Tenderer:

CIDB Registration Number:

CSD Registration Number:.....

Preferences claimed for tendered contract participation goal: NOT APPLICABLE

VICTOR KHANYE LOCAL MUNICIPALITY



CONTRACT NUMBER: T/ES/MIG/P1/2023/204
A PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND
INSTALLATION OF HIGHMAST IN VICTOR KHANYE LOCAL MUNICIPALITY
FOR A PERIOD OF 36 MONTHS (4EP CIDB GRADING)

CONTENTS

THE TENDER

Part T1: Tendering Procedures

T1.1 Project Notice

T1.2 Tender Data

Part T2: Returnable Documents

T2.1 List of returnable documents

T2.2 Returnable schedules

THE CONTRACT

Part C1: Agreements and Contract Data

C1.1 Form of Offer and Acceptance

C1.2 Contract Data

C1.3 Form of Guarantee

Part C2: Pricing Data

C2.1 Pricing Instructions

C2.2 Bills of quantities

Part C3: Scope of Work

C3 Scope of Work

Part C4: Site Information

C4 Site Information

Part C5 : Relevant Documents

--	--	--	--	--	--

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

VICTOR KHANYE LOCAL MUNICIPALITY

CONTRACT NUMBER: T/ES/MIG/P1/2023/204
A PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND INSTALLATION
OF HIGHMAST IN VICTOR KHANYE LOCAL MUNICIPALITY FOR A PERIOD
OF 36 MONTHS (4EP CIDB GRADING)

T1.1 PROJECT NOTICE

Victor Khanye Local Municipality invites Suitable service providers to submit proposals on the goods and /or services listed hereunder:

DEPARTMENT	BID NUMBER	NON-REFUNDABLE BID DOCUMENT PRICE	DESCRIPTION OF GOODS/SERVICES	COMPULSORY BRIEFING SESSION	EVALUATION CRITERIA	CLOSING DATE	ENQUIRIES
Technical Services	T/ES/MIG/P1/2023/204	R1007.70	A panel of service providers for the supply and installation of Highmast in Victor Khanye Local Municipality for a period of 36 months	23 May 2023 Time: 12:00 - 13:00	Functionality 80/20 80= Price 20=targeted goals Grade 4EP Higher	19 June 2023	Mr J Buthelezi 081 036 7539

Compulsory virtual site clarification meetings for the construction-related projects will be held as per the schedule outlined in the table above, and prospective bidders can request the Microsoft Teams link for the meetings by sending an email to request an invitation from Maurice Bobongo Bokabo email bobongoir@gmail.com no later than the 19 May 2023 before 10:00 am. The briefing will take place on the 23rd of May 2023 as per the stipulated time in the table above. This will be then followed by a non-compulsory site visit with the prospective bidders on a date to be confirmed during the scheduled briefing session.

Tender documents will be available on 15 May 2023.

Preferential Procurement Policy Framework Act, No. 5 of 2000 and as defined in the bid document, read in conjunction with the Preferential Procurement Regulation, 2022 and Supply Chain Management Policy of Victor Khanye Local Municipality will apply in the adjudication process. The evaluation of the acceptable proposals will be conducted in the following two stages: A system that awards points based on 80 points for proposal price and 20 points in respect of targeted goals.

Price should be VAT inclusive. A valid Tax Clearance Certificate, identification copy or company registration certificate, MBD1; MBD2; MBD4; MBD6,1; MBD6,16,2, MBD6,16,3, MBD8 & MBD9 and current municipal account/lease agreement must be attached. Failure to attach the requested documents will result in a bid being non-responsive.

T1.1.1

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Tenders duly, endorsed with the project number and description, must be placed in the tender box on or before 19 June 2023 at 10:00 am at the Municipal Offices, Samuel Road, Delmas or could be posted to the undermentioned address to be received before the closing date and more information can be obtained from the contact person as specified above. TENDERS WILL BE EVALUATED ACCORDING TO THE STIPULATED MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT FOR THE GOODS AND SERVICES TO BE PROVIDED IN THE PROJECTS. THE EXCHANGE RATE TO BE USED FOR THE CALCULATION OF LOCAL PRODUCTION AND CONTENT MUST BE THE EXCHANGE RATE PUBLISHED BY THE SOUTH AFRICAN RESERVE BANK (SARB) AT 12:00 PM ON THE DATE OF ADVERTISEMENT OF THE BID

Collection of tender documents: Tender documents can be downloaded on the E-Tender pot (www.etender.gov.za) or can be obtained on payment of a non-refundable fee as specified and can be collected at the SCM Unit, Room 33 Municipal Offices, Delmas, 013 665 6000 between 07:30-16:30 Monday to Thursday and 7:30-13:30 Friday **excluding weekend and public holidays.**

Tenders received after the closing date and time, faxed, completed with a pencil or e-mailed will not be considered.

The Council reserves the right to accept any tender or part thereof and does not bind itself to accept the lowest or any tender and not to consider any tender not suitably endorsed or comprehensively completed. Tenders completed in pencil will be regarded as invalid tenders. Tenders should be valid for a period of not less than ninety (90) days. Appraisal of submissions will be done according to the Council's Procurement Policy. Council reserves the right not to appoint. **Suppliers must be registered on CSD.**

If you do not hear from us within 90 days of the closing date, please consider your tender unsuccessful.

Enquiries related to this tender should be addressed to Mr DS Mahlangu (SCMU) at Tel. (013) 665-6000 during office hours.

TM Mashabela
Municipal Manager

Municipal Offices,
PO Box 6, Delmas, 2210

T1.1.2

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

VICTOR KHANYE LOCAL MUNICIPALITY

CONTRACT NUMBER: T/ES/MIG/P1/2023/204
A PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND INSTALLATION
OF HIGHMAST IN VICTOR KHANYE LOCAL MUNICIPALITY FOR A PERIOD
OF 36 MONTHS (4EP CIDB GRADING)

T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (Feb 2008) as published in Government Gazette No: 30692, Board Notice 9 of 2008 of 1 February 2008. (See www.cidb.org.za).

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

Clause Number	
F.1.1	The Employer is: <i>Victor Khanye Local Municipality</i> <i>P.O. Box 6</i> <i>Delmas</i> <i>Mpumalanga</i> <i>2210</i>

T1.2.1

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.1.2	<p>The Tender documents issued by the Employer comprise the following documents:</p> <p>THE TENDER</p> <p>Part T1 : Tendering Procedures</p> <p>T1.1 Project Notice</p> <p>T1.2 Tender Data</p> <p>Part T2: Returnable Documents</p> <p>T2.1 List of Returnable documents</p> <p>T2.2 Returnable schedules</p> <p>THE CONTRACT</p> <p>Part C1: Agreements and Contract Data</p> <p>C1.1 Form of offer and acceptance</p>	
F.1.2	<p>C1.2 Contract Data</p> <p>C1.3 Performance guarantee</p> <p>Part C2: Pricing Data</p> <p>C2.1 Pricing Instructions</p> <p>C2.2 Bill of Quantities</p> <p>Part C3: Scope of Work</p> <p>C3 Scope of Work</p> <p>Part C4: Site Information</p> <p>C4 Site Information</p> <p>Part C5 : Relevant Documentation</p> <p>Health and Safety Specifications</p> <p>Pro-forma agreement in terms of Occupational Health and Safety Act</p>	
F1.3	<p>Interpretation</p> <p>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 tender conditions.</p>	
F.1.4	<p>The Employer's Agent is:</p>	
	<p>Axxys Development (Pty)LTD</p> <p>Tel: +27 73 673 4589</p>	<p>534 Flimono Vlei Street</p> <p>Hazyview</p> <p>Mpumalanga</p> <p>1242</p>
F.1.5	<p>The Employer's right to accept or reject any tender offer.</p> <p>The employer has the right not to accept the lowest tender and to accept the whole or part of any tender or not to consider any tender not suitably endorsed is fully reserved by Victor Khanye Local Municipality.</p>	
F.2.2	<p>Compensation of tendering</p> <p>Accept that 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 satisfy requirements.</p>	

T1.2.2

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.2.3	Check documents. Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.
F.2.4	Confidentiality and copyright 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.
F.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.
F.2.6	Acknowledge Addenda Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary, apply for an extension of the closing time stated in the tender data, to take the addenda into account.
F.2.7	Site briefing meeting A compulsory clarification meeting will be held on: Date: Refer to T1.1 TENDER NOTICE AND INVITATION TO TENDER for date and time. Location: Microsoft Teams (Online)
F.2.11	Alterations to documents 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. Erasures and the use of masking fluid are prohibited.

T1.2.3

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F2.13	<p>Submitting tender offer:</p> <p>No Tender document will be considered unless submitted on Council's Official Tender Document. Return all the returnable documents to the employer after completing them. Tenders must be deposited in the tender box clearly marked with project description.</p> <p>CONTRACT NUMBER: T/ES/MIG/P1/2023/204</p> <p>A PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND INSTALLATION OF HIGHMAST IN VICTOR KHANYE LOCAL MUNICIPALITY FOR A PERIOD OF 36 MONTHS (4EP CIDB GRADING)</p> <p>Location of tender Box:</p> <p>Victor Khanye Local Municipality Corner Van Der Walt and Samuel Road Delmas 2210</p> <p>Telephonic, telegraphic, telex, facsimile or emailed tenders will not be considered.</p> <p>All tender received by the Victor Khanye Local Municipality will remain in the Municipality's possession until after the stipulated closing date and time.</p> <p>Accept that a tender submitted to the employer cannot be withdrawn or substituted late. No substitute tenders will be considered</p>
F.2.16	The Tender offer validity period is 90 Days.
F.2.18	The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labor-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
F2.20	<p>The tenderer is required to submit a Performance Guarantee from an approved insurer within 14 days from appointment. A format is included in Part C1.3 of this document.</p> <p>The tenderer is to submit to the employer 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.</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T1.2.4

F.3.11**Tender evaluation points**

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.

Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) Targeted Goals

The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
Targeted Goals	20
Total points for Price and Targeted Goals must not exceed	100

Evaluation of Tenders

The Tenderers notice is drawn to the fact that the evaluation, adjudication and awarding of this tender will be in terms of the Supply Chain Management Policy of the Victor Khanye Local Municipality.

The following steps will be followed in evaluation:

1. Determination of whether or not tender offers are complete.
2. Determination of whether or not tender offers are responsive.
3. Determination of the reasonableness of tender offers.
4. Confirmation of the eligibility of preferential points claimed by tenderers.
5. Determination of expertise and experience of tenderers.
6. Awarding of points for financial offer.
7. Ranking of tenderers according to the total points
8. Performance of risk analysis by checking the credit record of the tenderers.

Evaluation Criteria

Tenders are adjudicated in terms of Victor Khanye Local Municipality Supply Chain Management Policy, and the following framework is provided as a guideline in this regard.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T1.2.5

Staffing profile

Evaluation of the Tenderer's position in terms of:

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

Proposed Key Personnel

In this part of the tender, the Tenderer shall also supply Curriculum Vitae (CV's) for the Staff available named and working on full time basis for the Tenderer. The CV should follow the normal Professional Format.

Each CV should give at least the following:

- Position in the firm and within the organisation of this assignment
- PDI status (describing population group, gender and disabilities)
- Educational qualifications
- Professional Registrations
- Relevant experience (actual duties performed, involvement and responsibility), including locations, dates and durations of assignments, starting with the latest.
- Language proficiency and
- References (company name, individual name, position held, contact details)

Much importance will be placed on the experience of the staff proposed. The Tender must ensure that, if selected, the nominated staff will be assigned as proposed. Failure to do so may result in the annulment of any acceptance of the Tenders' proposal and/ or Agreement entered into by the Client for the execution of the services.

Previous experience

The procedure for the evaluation of responsive Bids will be on the previous projects where the firm was involved for Victor Khanye Local Municipality (VKLM) projects or other clients. Reference of clients other than VKLM MUST be provided.

The tenderer shall list in the appropriate Forms the appropriate related projects undertaken by the member firms of the tenderer within the last five (5) years.

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

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

The tenderer shall provide documentation of company experience of each member of the Consortium/Joint Venture related projects

T1.2.6

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	<p>If the Tender does not meet the requirements contained in the VKLM Procurement Policy, and the mentioned framework, it will be rejected by the Council, and may not subsequently be made acceptable by correction or withdrawal of the non-conforming deviation or reservation.</p> <p>Penalties</p> <p>The VKLM will if upon investigation it is found that a preference in terms of the Act and these regulations has been obtained on a fraudulent basis, or any specified goals are not attained in the performance of the contract, on discretion of the Municipal Manager, one or more of the following penalties will be imposed:</p> <ul style="list-style-type: none"> • Cancel the contract and recover all losses or damages incurred or sustained from the Tenderer. • Impose a financial penalty at the discretion of Council. <p>Restrict the contractor, its shareholders, and directors on obtaining any business from the VKLM for a period of 5 years</p>
F.3.11.5	<p>Evaluation Method 4</p> <p>Which entails the balance between financial offer, preferences and Quality and 80-20 points system, will be adopted.</p>
F.3.18	<p>The number of paper copies of the signed contract to be provided by the Employer is one.</p> <p>The additional conditions of Tender are:</p> <ol style="list-style-type: none"> 1 VKLM may also request that the Tenderer provide written evidence that his financial, labour and resources are adequate for carrying out the project. 2 The VKLM reserves the right to appoint a firm of chartered accountants and auditors and / or execute any other financial investigations on the financial resources of any Tenderer. The Tenderer shall provide all reasonable assistance in such investigations. 3 The VKLM reserves the right to appoint a different Contractor for each project. The Tenderer shall be required to complete the form of offer (C1.1) and the Bill of Quantities (C2.2) for each project.
	<p>The tenderer is to note that the following Additional Relevant Documents attached into Part five (5) of this document will form part of this contract:</p> <ol style="list-style-type: none"> (i) Health and Safety Specifications (ii) Pro-forma agreement in terms of Occupational Health and Safety Act

T1.2.7

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.3.11.6	Evaluation Criteria	
	The Construction Firm's tender responsiveness in relation to points is therefore summarized as follows:	
	Organising and Staffing	30
	Experience of Firm	20
	Financials	40
	Company CIDB Grade	10
	Sub-Total	100

T1.2.8

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Organising and Staffing (Maximum points obtainable 20)**Project Manager / Team Leader:**

Evaluation Criteria	Minimum Required	Elimination Factor	Points obtainable	Minimum Threshold	Points Claimed
Academic Qualifications	Diploma in Electrical or Civil or equivalent	No	15	15	
Academic Qualifications	Diploma in Project Management or equivalent	No	12		
	No submission or Submission below minimum below	Yes	0		
Sub-total			15		
Experience of Team Leader in similar projects		Elimination Factor			
Involvement in comparable projects (Technical)	0 - 1	Yes	0		
	1 - 2	No	3		
	3 - 4	No	5		
Sub-total			5		
Total			20	15	

Safety Officer: (Maximum Points obtainable 10; minimum 5)**Name:**

Evaluation Criteria	Minimum Required	Points obtainable	Minimum Threshold	Points Claimed
Academic Qualifications	Occupational Health and Safety Certificate or equivalent (SAMTRAC)	6	8	
Sub-total		6		
Years of experience after qualification	0-1	0		
	1-2	3		
	3 upwards	4		
Sub-total		10	8	
Total		10	8	

Note: Should the Safety Officer be the same as Team leader, zero points will be allocated.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ORGANISING AND STAFFING/PERSONNEL		
PERSONNEL	TOTAL	SCORES
Construction Manager/Team Leader	20	
Health and Safety Officer	10	
TOTAL	30	

EXPERIENCE OF FIRM (Maximum Points obtainable 20)**Note: Company's previous completed projects**

It must be noted that the experience of the firm carries a maximum of **20 points** as indicated in the table below. If proof of testimonials and appointment letters, in reference to Form E not provided, then the bidder shall obtain zero points on the experience of the firm.

Provide proof of the company's previous completed projects which is in the form appointment letters and completion certificates. Verifiable references (appointment letters and completion certificates) with contact details must be attached.

Evaluation Criteria	Evaluation Criteria	Points obtainable	Minimum Threshold	Points Claimed
Company experience in terms of projects of a similar scope completed	1 Project of similar scope to the value of R1.5m	10	10	
	2 Projects of similar scope to the value of R1.5m	20		
Sub-Total		20		
TOTAL		20	10	

Evaluation Criteria	Evaluation Criteria	Points obtainable	Minimum Threshold	Points Claimed
Company financial ability: Letter from the bank confirming positive balance in cash and cash equivalent	1. Less than R50 000	0	20	
	2. Between R249 999.99 - R150 000.00	20		
	3. More than R250 000.00	40		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Sub-Total	40	20	
TOTAL	40	20	

CIDB GRADING (Maximum Points obtainable 10)

It must be noted that total points of **10** are obtainable by the Construction Firm in relation to the requirements as mentioned on the table below, failure to submit evidential supporting documents is not an eliminating factor **BUT** a zero point will be scored. CIDB Certificate must be attached.

Evaluation Criteria	Evaluation Criteria	Minimum Required	Minimum Threshold	Points Claimed
CIDB Grading	Submission of 4EP or Higher Grading Certificate	10	10	
	No Attachment	0		
	TOTAL	10	10	

A bidder who scores less than the minimum threshold in any of the evaluation aspect will be disqualified. A bidder who scores the minimum number of **60** points out of a maximum of **100** for functionality will qualify to be evaluated in term of the **80 /20** preference point system.

DESCRIPTION	POINTS
PRICE	80
TARGETED GOALS	20
Total points for price and targeted goals must not exceed	100

T1.2.13

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

VICTOR KHANYE LOCAL MUNICIPALITY

T2.1 LIST OF RETURNABLE DOCUMENTS

The Tenderer must complete the following returnable Schedules:
Returnable Schedules required for Tender evaluation purposes.

Form A	Compulsory Enterprise Questionnaire
Form B	Record of Addenda to Tender Documents
Form C	Authority for Signatory
Form D	Preference Schedule
Form E	Schedule of Previous Experience
Form F	Schedule of Current Projects
Form G	Certificate of Attendance at Site Meeting
Form H	Proposed Key Personnel
Form I	Schedule of Plant and Equipment
Form J	Schedule of Proposed Sub-Contractors
Form K	Financial References
Form L	Certificate of Authority of Joint Ventures/ Close corporation/ Partnership/ Company/ Sole proprietor
Form M	Certificate of Registration with CIBD of 4EP or higher
Form N	Registration on National Treasury Central Supplier
Form O	Municipal Utility Account
Form P	Proposed Amendments and Qualifications
Form Q	Program and Methodology
Form R	Quality Assurance Plan
Form S	Professional registration with ECSA for one key personnel


MBD1	Invitation to bid
MBD2	Tax compliance requirements
MBD4	Declaration of Interest
MBD6.2	Local Content in terms of PPR 2017
MBD8	Declaration of bidder's past supply chain management practices
MBD9	Certificate of Independent bid determination


Returnable Documents that will be incorporated into the contract.


C1.1	Form of Offer and Acceptance
C1.2	Contract Data (Part 2)
C1.3	Form of Guarantee
C2.2	Bill of Quantities


T2.1.1



Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

VICTOR KHANYE LOCAL MUNICIPALITY



CONTRACT NUMBER: T/ES/MIG/P1/2023/204
A PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND INSTALLATION
OF HIGHMAST IN VICTOR KHANYE LOCAL MUNICIPALITY FOR A PERIOD
OF 36 MONTHS (4EP CIDB GRADING)

T2.2 RETURNABLE DOCUMENTS

RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

FORM A 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: 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 4: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

T2.2.1

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Section 5: Record in the 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:

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

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

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	
		Current	Within last 12 months

T2.2.2

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Section 6: Records of spouses, children and parents in the service of the state

Indicate by making the relevant boxes with a cross, if any spouses, 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 the 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 frauds 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; and
- 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: _____

T2.2.3

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ATTACH THE FOLLOWING DOCUMENTS HERETO

- 1. For Closed Corporations
CK1 or CK2 as applicable (Founding Statement)
- 2. For Companies
Shareholder register
- 3. For Joint Venture Agreements
Copy of the Joint Venture Agreement between all the parties, as well as the documents in (1) or (2) of each Joint Venture member.
- 4. Audited Financial Statements for the past three (3) years.
- 5. CSD Audit Report

FORM B RECORD OF ADDENDA TO TENDER DOCUMENTS

I / We confirm that the following communications received from the Victor Khanye Local Municipality before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:
(Attach additional pages if more space is required)

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		

Name of Tenderer	Signature	Date


I / We confirm that no communications were received from the Victor Khanye Local Municipality before the submission of this tender offer, amending the tender documents.

Name of Tenderer	Signature	Date


T2.2.5



Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

FORM C AUTHORITY OF SIGNATORY

Details of person responsible for tender process:

Name :

Contact number :

Office address :

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

PRO-FORMA FOR COMPANIES AND CLOSE CORPORATIONS:

"By resolution of the board of directors passed on (date)

Mr

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

(BLOCK CAPITALS)

SIGNED ON BEHALF OF THE COMPANY

IN HIS CAPACITY AS

DATE
:

FULL NAMES OF SIGNATORY

AS WITNESSES: 1.

2.

T2.2.6

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

PRO-FORMA FOR JOINT VENTURES:

Certificate of Authority for Joint Ventures

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

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead Partner:		Signature: Name: Designation:
CIDB Reg No:		
		Signature: Name: Designation:
CIDB Reg No:		
		Signature: Name: Designation:
CIDB Reg No:		
		Signature: Name: Designation:
CIDB Reg No:		
		Signature: Name: Designation:
CIDB Reg No:		

T2.2.7

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ATTACH HERETO THE DULY SIGNED AND
DATED ORIGINAL OR CERTIFIED COPY OF
AUTHORITY OF SIGNATORY ON COMPANY
LETTERHEAD

T2.2.8

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM D TARGETED GOALS

Pt = Price of tender under consideration
 Pmax = Price of highest acceptable tender

3. POINTS AWARDED FOR SPECIFIC GOALS

- 3.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 3.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
RACE	6	
GENDER	6	
DISABILITY	6	
RDP	2	

DECLARATION WITH REGARD TO COMPANY/FIRM

3.3. Name of company/firm.....

3.4. Company registration number:

T2.2.9

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

3.5. TYPE OF COMPANY/ FIRM

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

EVALUATION CRITERIA

The tender shall be evaluated on a 80/20 preferential points system, where 80 points will be allocated in respect of price and 20 points in respect of targeted goals.

POINTS FOR CONTRACTING AN ENTERPRISE OWNED BY HISTORICALLY DISADVANTAGED PERSONS OR INDIVIDUALS		
HISTORICALLY DISADVANTAGED PERSONS OR INDIVIDUALS	POINTS ALLOCATION	SOURCE DOCUMENTS REQUIRED TO CLAIM POINTS
100% black person or people owned enterprise	6	A copy of a Full CSD report not older than 3 months

POINTS FOR CONTRACTING AN ENTERPRISE OWNED BY WOMEN OR MEN		
WOMEN OR MEN	POINTS ALLOCATION	SOURCE DOCUMENTS REQUIRED TO CLAIM POINTS
More than 30% women owned enterprise	6	A copy of a Full CSD report not older than 3 months
Men only owned enterprise	5	

POINTS FOR CONTRACTING AN ENTERPRISE OWNED BY PEOPLE WITH DISABILITY		
PEOPLE WITH DISABILITY	POINTS ALLOCATION	SOURCE DOCUMENTS REQUIRED TO CLAIM POINTS
More than 30% people living with disability shareholding or owned enterprise	6	A copy of a Medical Certificate to confirm disability

POINTS FOR IMPLEMENTING RDP PROGRAMMES		
RDP	POINTS ALLOCATION	SOURCE DOCUMENTS REQUIRED TO CLAIM POINTS
Corporate Social Investment (CSI)	2	Local / Social Labour plan proposition
TOTAL PREFERENCE POINTS TO BE CLAIMED	20	

T2.2.10

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM E SCHEDULE OF PREVIOUS EXPERIENCE

Current projects:

Project	Employer	Reference / Contact person	Contact Tel. No.	Contract amount	Contract period	Date commencement	Scheduled date of completion
1							
2							
3							
4							
5							

Name of Tenderer	Date

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM G CERTIFICATE OF ATTENDANCE AT SITE MEETING

This is to certify that I, _____ representing
_____ in the company of
_____ attend the online MS Teams
clarification meeting on 23 May 2023 at 9am to 11am.

I have made myself familiar with all conditions likely to influence the work and the cost thereof. I further
certify that I am satisfied with the description of the work and explanations given at the clarification meeting
and that I understand perfectly the work to be done, as specified and implied, in the execution of this contract.

Name of Tenderer	Signature	Date

Name of Municipal Representative	Signature	Date

T2.2.13

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

FORM H PROPOSED KEY PERSONNEL

Please attach CVs of the proposed key personnel.

In terms of the Project Specification and the Conditions of Tender, unskilled workers may only be brought in from outside the local community if such personnel are not available locally.

The Tenderer shall list below the personnel which he intends to utilize on the Works, including key personnel which may have to be brought in from outside if not available locally.

CATEGORY OF EMPLOYEE	NUMBER OF PERSONS					
	KEY PERSONNEL, PART OF THE CONTRACTOR'S ORGANISATION		KEY PERSONNEL TO BE IMPORTED IF NOT AVAILABLE LOCALLY		UNSKILLED PERSONNEL TO BE RECRUITED FROM LOCAL COMMUNITY	
	HDI	NON-HDI	HDI	NON-HDI	HDI	NON-HDI
Site Agent, Project Managers						
Foremen, Quality Control and Safety Personnel						
Technicians, Surveyors, etc						
Artisans and other Skilled workers						
Plant Operators						
Others:.....						

The Tenderer shall attach hereto the *curricula vitae*, in the form included hereafter, of at least the site agent, the foreman, safety officer and the project manager. The information is necessary for evaluation of the tender.

Name of Tenderer:

Date:

Signature :

Full name of signatory:

T2.2.14

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM I SCHEDULE OF PLANT AND EQUIPMENT

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

(a) Details of major equipment owned by me / us and immediately available for this contract.

DESCRIPTION (type, size, capacity etc)	QUANTITY	YEAR OF MANUFACTURE

Attach additional pages if more space is required

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

DESCRIPTION (type, size, capacity etc)	QUANTITY	HOW ACQUIRED	
		HIRE/ BUY	SOURCE

Attach additional pages if more space is required

The Tenderer undertakes to bring onto site without additional cost to the Employer any additional plant not listed but which may be necessary to complete the contract within the specified contract period.

Failure to complete this form properly and correctly, will lead to the conclusion that the tenderer does not have the necessary plant and equipment resources at his disposal, which will prejudice his tender.

Name of Tenderer:

Date:

Signature :

Full name of signatory:

T2.2.15

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM J SCHEDULE OF PROPOSED SUB-CONTRACTORS

We notify you that it is our intention to employ the following sub-contractors for work in this contract. If we are awarded a contract, we agree that this notification does not change the requirement for us to submit the names of proposed sub-consultants 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. We agree we will not subcontract more than 25% of the value of the contract to a person who is not an HDI or does not qualify for such preference.

	Name and address of proposed sub-contractor	Nature and extent of work	Previous experience with sub-contractor
1			
2			
3			
4			
5			

Name of representative	Signature	Capacity	Date

Name of organization:	
-----------------------	--

T2.2.16

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM K FINANCIAL REFERENCES

FINANCIAL STATEMENTS

I/We agree, if required, to furnish an audited copy of the last 3 years' set of financial statements together with my/our Directors' and Auditors' report for consideration by the Client.

DETAILS OF TENDERERS BANKING INFORMATION

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

BANK NAME:										
ACCOUNT NAME: <i>(e.g. ABC Civil Construction cc)</i>										
ACCOUNT TYPE: <i>(e.g. Savings, Cheque etc)</i>										
ACCOUNT NO:										
ADDRESS OF BANK:										
CONTACT PERSON:										
TEL. NO. OF BANK / CONTACT:										
How long has this account been in existence:	<table border="1"> <tr> <td>0-6 months</td> <td><input type="checkbox"/></td> </tr> <tr> <td>7-12 months</td> <td><input type="checkbox"/></td> </tr> <tr> <td>13-24 months</td> <td><input type="checkbox"/></td> </tr> <tr> <td>More than 24 months</td> <td><input type="checkbox"/></td> </tr> </table>	0-6 months	<input type="checkbox"/>	7-12 months	<input type="checkbox"/>	13-24 months	<input type="checkbox"/>	More than 24 months	<input type="checkbox"/>	(Tick which is appropriate)
0-6 months	<input type="checkbox"/>									
7-12 months	<input type="checkbox"/>									
13-24 months	<input type="checkbox"/>									
More than 24 months	<input type="checkbox"/>									

Name of Tenderer:

Date:

Signature :

Full name of signatory:

T2.2.17

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

FORM L Certificate of Authority of Joint Ventures/ Close corporations/ Partnership/ Company/ Sole proprietor

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.

(I) COMPANY	(II) CLOSE CORPORATION	(III) PARTNERSHIP	(IV) JOINT VENTURE	(V) SOLE PROPRIETOR

(I) CERTIFICATE OF 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 the tender for Project No. T/RSW02/MIG/P1/2023/2024 and any contract resulting from it on behalf of the company.

Chairman:

As Witnesses: 1.....

2.....

Date:

T2.2.18

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

(II) **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 No. T/RSW02/MIG/P1/2023/2024 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 members upon whom rests the direction of the affairs of the Close Corporation as a whole.

(III) **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 No. T/RSW02/MIG/P1/2023/2024 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.

T2.2.19

<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

(IV) **CERTIFICATE FOR JOINT VENTURE**

This Returnable Schedule is to be completed by joint ventures.

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

NAME OF FIRM	ADDRESS	DULY SIGNATORY	AUTHORISED
Lead partner		Signature. Name Designation.....	
		Signature. Name Designation.....	
		Signature. Name Designation.....	
		Signature. Name Designation.....	

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 Joint Venture as a whole.

(V) **CERTIFICATE FOR SOLE PROPRIETOR**

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

Signature of Sole owner:

As Witnesses:

Date:

1.....

2.

T2.2.20

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM M Certificate of Registration with CIDB

The tenderer shall provide a printed copy of the Active Contractor's Listing off the CIDB website. (www.cidb.org.za). Tenderers whose CIDB registration expires within 21 days after close of tender should attach proof of their application for re-registration (refer to Tender Data Clause F.2.1). In the case of a Joint Venture, a printed copy of the Active Contractor's Listing must be provided for each member of the Joint Venture.

Name of Contractor:

Contractor Grading Designation:

CIDB Contractor Registration Number:

Expiry Date:

T2.2.21



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

FORM N Registration on National Treasury Central Supplier

The tenderer shall provide a printed copy of the Active Supplier Listing on the National Treasury Central Supplier Database. (www.treasury.gov.za). Tenderers who are not registered on the Central Supplier Database should attach proof of their application for registration. In the case of a Joint Venture, a printed copy of the Active Supplier Listing must be provided for each member of the Joint Venture.

Name of Contractor:

Central Supplier Database Supplier Number:

Expiry Date:



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

FORM O Municipal Utility Account

DECLARATION BY THE TENDERER

I the undersigned _____, has been duly authorized to sign all documents with the Tender for Contract Number _____ on behalf of _____ hereby make a declaration as follows:
(referred to herein as "the Bidder")

1. I declare that the bidder and /or any of its director(s) / member(s) does not owe the municipality, or any other municipality and/or municipal entity any amount which is in arrears in respect of any municipal rates and taxes or municipal service charges.
2. I understand and accept that in the event that this declaration is proved to be false, the bid shall be rejected forthwith. All other rights of the municipality (including but not limited to the right to claim damages where applicable) shall remain reserved in full.

SIGNED ON BEHALF OF THE COMPANY

IN HIS CAPACITY AS

DATE

FULL NAMES OF SIGNATORY

Utility Account Number	Name of Municipality	Name of Owner

ATTACH AN ORIGINAL OR A CERTIFIED COPY OF A MUNICIPAL UTILITY ACCOUNT (NOT OLDER THAN THREE (3) MONTHS)

Important: Note the following

- List Account(s) registered either in the name(s) of the Director(s) or the Company on the declaration form attached hereto.

Attach Municipal Utility account of Company's registered office (if applicable) and in case of leased premises, attach lease agreement and the services account of leased premises. (issued in the name of the bidding company)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM P Proposed Amendments and Qualifications

Attached here any Proposed Amendments and Qualifications (if any)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM Q Program and Methodology

Attached here a Proposed Program and Methodology

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM R Quality Assurance Plan

Attached here a Proposed Quality Assurance Plan

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM S
Professional registration with ECSA for one key personnel

Attached here Professional registration with ECSA for one key personnel (N/A)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE VICTOR KHANYE LOCAL MUNICIPALITY					
BID NUMBER:	T/ES/MIG/P1/2023/2024	CLOSING DATE:	19 June 2023	CLOSING TIME:	10h00
DESCRIPTION	A PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND INSTALLATION OF HIGHMAST IN VICTOR KHANYE LOCAL MUNICIPALITY FOR A PERIOD OF 36 MONTHS (4EP CIDB GRADING)				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT					
First floor, Victor Khanye Local Municipality					
Civic Centre					
Corner Van Der Walt Street and Samuel Road					
Delmas					
2210					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TGS PIN:		OR	CSD No:	<input type="checkbox"/>
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	Yes No <input type="checkbox"/> YES ENCLOSE PROOF <input type="checkbox"/>		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	Yes No (If YES, ANSWER PART B:3) <input type="checkbox"/>	
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	SCMU		CONTACT PERSON	Mr Maurice Bobongo Bokabo	
CONTACT PERSON	Mr DS Mahlangu		TELEPHONE NUMBER	073 673 4589	
TELEPHONE NUMBER	013 665 6000				
E-MAIL ADDRESS	secmm@victorkhanyelm.gov.za		E-MAIL ADDRESS	bobongoir@gmail.com	

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
<p>3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</p>

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

TAX CLEARANCE REQUIREMENTS

IT IS A CONDITION OF BIDDING THAT -

1. The taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with the Receiver of Revenue to meet his / her tax obligations.
2. The attached form "Application for Tax Clearance Certificate (in respect of bidders)" must be completed in all respects and submitted to the Receiver of Revenue where the bidder is registered for tax purposes. The Receiver of Revenue will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of twelve (12) months from date of issue. This Tax Clearance Certificate must be submitted in the original together with the bid. Failure to submit the original and valid Tax Clearance Certificate may invalidate the bid.
3. In bids where Consortia / Joint Ventures / Sub-contractors are involved each party must submit a separate Tax Clearance Certificate. Copies of the Application for Tax Clearance Certificates are available at any Receiver's Office.

MBD2/ Application for tax Certificate...

APPLICATION FOR TAX CLEARANCE CERTIFICATE

(IN RESPECT OF BIDDERS)

1. Name of taxpayer / bidder:

2. Trade name:

3. Identification number:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

4. Company / Close Corporation registration number:

--	--	--	--	--	--	--	--	--	--	--	--

5. Income tax reference number:

--	--	--	--	--	--	--	--	--	--	--	--

6. VAT registration number (if applicable):

--	--	--	--	--	--	--	--	--	--	--	--

7. PAYE employer's registration number (if applicable):

--	--	--	--	--	--	--	--	--	--	--	--

Signature of contact person requiring Tax Clearance Certificate:.....

Name:

Telephone number: Code:..... Number:

Address:

DATE: 20____ / ____ / ____

PLEASE NOTE THAT THE COMMISSIONER FOR THE SOUTH AFRICAN REVENUE SERVICE (SARS) WILL NOT EXERCISE HIS DISCRETIONARY POWERS IN FAVOUR OF ANY PERSON WITH REGARD TO ANY INTEREST, PENALTIES AND / OR ADDITIONAL TAX LEVIABLE DUE TO THE LATE- OR UNDERPAYMENT OF TAXES, DUTIES OR LEVIES OR THE RENDITION RETURNS BY ANY PERSON AS A RESULT OF ANY SYSTEM NOT BEING YEAR 2000 COMPLIANT.

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state*.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favoritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.

3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Full Name:

3.2 Identity Number:

3.3 Company Registration Number:

3.4 Tax Reference Number:

3.5 VAT Registration Number:

3.6 Are you presently in the service of the state*

YES / NO

3.6.1 If so, furnish particulars.

.....

.....

3.7 Have you been in the service of the state for the past twelve months?

YES / NO

3.7.1 If so, furnish particulars.

.....

.....

3.8 Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and the adjudication of this bid?

YES / NO

* MSCM Regulations: "in the service of the state" means to be –

(a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

3.8.1 If so, furnish particulars.

YES / NO

.....
.....

3.9 Are you, aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?

YES / NO

3.9.1 If so, furnish particulars.

.....
.....

3.10 Are any of the company's directors, managers, principle shareholders or stakeholders in service of the state?

YES / NO

3.10.1 If so, furnish particulars.

.....
.....

3.11 Are any spouse, child or parent of the company's directors, managers, principle shareholders or stakeholders in service of the state?

YES / NO

3.11.1 If so, furnish particulars.

.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) 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, 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, 2017 (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 targeted goals
- 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 South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated 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 or 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:**

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

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 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:
- (b) Practice number:
- (c) Telephone and cell number:
- (d) 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 AO/AA 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 BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):

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.thdti.gov.za/industrialdevelopment/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 percentage (%) 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 have 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 / Institution 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 / Institution 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 (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? (To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		

Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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 consortium³ 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.

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.

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

VICTOR KHANYE LOCAL MUNICIPALITY



TENDER NO: T/ES/MIG/P1/2023/2024 A PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND INSTALLATION OF HIGHMAST IN VICTOR KHANYE LOCAL MUNICIPALITY FOR A PERIOD OF 36 MONTHS (4EP CIDB GRADING)

C. THE CONTRACT

Part C1: Agreements and Contract Data

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data
- C1.3 Form of Guarantee

Part C2: Pricing Data

- C2.1 Pricing Instructions
- C2.2 Bills of quantities

Part C3: Scope of Work

- C3 Scope of Work

Part C4: Site Information

- C4 Site Information

Part C5 : Relevant Documentation

- C5 Health & Safety Specifications

		C1			
<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

VICTOR KHANYE LOCAL MUNICIPALITY



TENDER NO: T/ES/MIG/P1/2023/2024
A PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND
INSTALLATION OF HIGHMAST IN VICTOR KHANYE LOCAL
MUNICIPALITY FOR A PERIOD OF 36 MONTHS (4EP CIDB GRADING)

C1 AGREEMENTS AND CONTRACT DATA

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data
- C1.3 Form of Guarantee

C1.1					
<div></div> <div>Contractor</div>	<div></div> <div>Witness 1</div>	<div></div> <div>Witness 2</div>	<div></div> <div>Employer</div>	<div></div> <div>Witness 1</div>	<div></div> <div>Witness 2</div>

C1.1 FORM OF OFFER AND ACCEPTANCE

OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works: **PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND INSTALLATION OF HIGHMAST IN VICTOR KHANYE LOCAL MUNICIPALITY FOR A PERIOD OF 36 MONTHS (4EP CIDB GRADING)**

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

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

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

.....
.....
..... Rand (in words); R (in figures).

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

Tenderer Signature(s) _____

Names(s) _____

Capacity _____

For the tenderer _____
(Name and address of organisation)

Name of Witness _____

Signature(s) _____

C1.2

Contractor

Witness 1

Witness 2

Employer

Witness 1

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 1 Agreements and Contract Data (which includes this Agreement)

Part 2 Pricing Data

Part 3 Scope of Work

Part 4 Site information

Part 5 Additional Documentation and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

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

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

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

Tenderer Signature(s) _____

Names(s) _____

Capacity _____

For the tenderer _____
(Name and address of organisation)

Name of Witness _____

Signature(s) _____

C1.3

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SCHEDULE OF DEVIATIONS

Notes:

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

1 Subject

Details

2 Subject

Details

3 Subject

Details

4 Subject

Details

5 Subject

Details

6 Subject

Details

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer

C1.4

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

FOR THE TENDERER:

Signatures (s) _____

Name(s) _____

Capacity _____

(Name and address of Organisation)

Name of Witness _____

Signature(s) _____

FOR THE EMPLOYER

Signatures (s) _____

Name(s) _____

Capacity _____

Victor Khanye Local Municipality - Corner Van Der Walt and Samuel Road, Delmas

Name of Witness _____

Signature(s) _____

C1.5

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.2 CONTRACT DATA

PART 1: DATA PROVIDED BY THE EMPLOYER

CONDITIONS OF CONTRACT

The Conditions of Contract are the *General Conditions of Contract for Construction Works (2015)* published by the South African Institution of Civil Engineering. Copies of these conditions of contract may be obtained from the South African Institute of Civil Engineering (Tel: 011 805 5947).

Each item of data given below is cross-referenced to the clause in the Conditions of Contract to which it mainly applies.

PART 1: Data provided by the Employer

Clause	Data
1.1.1.13	The Defects Liability Period is 12 months.
1.1.1.14	This Tender/Contract is for a panel of three contractors who may be instructed to perform work for any given period and portion of the works per specific instruction to perform work (IPW) which will stipulate the contract period applicable for that specific IPW Works shall be completed on a as and when needed basis over a period specified which will fall within the 36 months contract period and will be agreed with each contractor with the issue of a specific portion of the works as envisaged by the employer, measured from commencement/site hand-over date to due practical completion date. This period includes the Builder's Holidays.
1.1.1.15	Clause 1.1.1.5 of the GCC is replaced by the following: The "Commencement date" shall be the date the site is handed over to the Contractor in terms of GCC clause 5.4.1
1.1.1.16 1.2.1.2	The Name of the Employer is Victor Khanye Local Municipality The address of the Employer is: Corner Van Der Walt and Samuel Road, Delmas 2210 Telephone: 012 665 6000
1.1.1.26	The Pricing Strategy is Re-measurement Contract

C1.6

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

1.2.1.2	<p>The name of the Engineer is AXYS DEVELOPMENT</p> <p>The address of the Engineer is: 534 Flamingo Vlei Street Hazyview Mpumalanga 1242</p> <p>Telephone: 073 673 4589</p>
3.2.3	<p>The engineer is required in terms of his appointment with the employer to obtain the following specific approvals from the employer:</p> <ol style="list-style-type: none"> 1. Approval of extension of time; 2. Approval of additional costs; 3. Approval of variation orders; 4. Approval from VKLM for the utilization of any Contingencies 5. Approval of penalties
4.3	<p>The Health and Safety Plan shall be delivered and approved before the site hand-over/commencement date. Mail to bobongoir@gmail.com</p>
5.2.1	<p>The Contractor shall commence executing the Works within 14 days from the Commencement date.</p>
5.3.1	<p>The documentation required before commencing with the Works are:</p> <ol style="list-style-type: none"> 1. Health and Safety Plan (Refer to Clause GCC 4.3) 2. Initial programme (Refer to Clause GCC 5.6) 3. Security (Refer to Clause GCC 6.2) 4. Insurance (Refer to Clause GCC 8.6) 5. Other requirements as specified
5.3.2	<p>The time to submit the documentation required before commencement of the Works is 28 days</p>
5.4.2	<p>The access and possession of Site shall not be exclusive to the Contractor as there may be up to three contractors appointed by the client to work in the same area at any given time.</p>
5.5.1	<p>This Tender/Contract is for a panel of three contractors who may be instructed to perform work for any given period and portion of the works per specific instruction to perform work (IPW) which will stipulate the contract period applicable for that specific IPW Works shall be completed on a as and when needed basis over a period specified which will fall within the 36 months contract period and will be agreed with each contractor with the issue of a specific portion of the works as envisaged by the employer, measured from commencement/site hand-over date to due practical completion date. This period includes the Builder's Holidays.</p>
5.6.1	<p>The Contractor shall deliver his program of work within 14 days of the Commencement Date</p>
5.1.1 5.8.1	<p>The special non-working days are the official builder's holiday plus all statutory public holidays and Sundays.</p> <p>The yearend break commences on 16 December 2023 and ends on 8 January 2024</p>
5.12.2.2	<p>A delay caused by inclement weather conditions will be regarded as a delay only if, in the opinion of the Engineer, all progress on an item or items of work on the critical path of the working program of the contractor has been brought to a halt. Delays on working days only (based on a five-day working week) will be taken into account for the extension of time, but the Contractor shall make provision in his program of work for an expected delay of "n" working days caused by normal rainy weather, for which he will not receive any extension of time, where "n" equals days.</p> <p>Extension of time during working days will be granted to the degree to which actual delays, as defined above, exceed the number of "n" workings days.</p> <p>EXPECTED NUMBER OF WORKING DAYS LOST PER MONTH DUE TO NORMAL RAINFALL – WEATHER STATION</p> <p><i>(The Engineer/Contractor reserves the right to update Table 1 with the latest data from</i></p>

C1.7


Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

	the Weather Bureau from a weather station close to the Site of Works)																																												
	<table><tr><th>Month</th><th>Expected number of working days lost as result of normal rainfall ("n Value")</th><th>Average monthly rainfall (mm)</th></tr><tr><td>January</td><td>3</td><td>96</td></tr><tr><td>February</td><td>3</td><td>101</td></tr><tr><td>March</td><td>3</td><td>77</td></tr><tr><td>April</td><td>2</td><td>45</td></tr><tr><td>May</td><td>1</td><td>11</td></tr><tr><td>June</td><td>0</td><td>9</td></tr><tr><td>July</td><td>0</td><td>3</td></tr><tr><td>August</td><td>0</td><td>2</td></tr><tr><td>September</td><td>1</td><td>15</td></tr><tr><td>October</td><td>2</td><td>55</td></tr><tr><td>November</td><td>3</td><td>73</td></tr><tr><td>December</td><td>5</td><td>122</td></tr><tr><td>Total</td><td>23 days</td><td>609 mm</td></tr></table>	Month	Expected number of working days lost as result of normal rainfall ("n Value")	Average monthly rainfall (mm)	January	3	96	February	3	101	March	3	77	April	2	45	May	1	11	June	0	9	July	0	3	August	0	2	September	1	15	October	2	55	November	3	73	December	5	122	Total	23 days	609 mm		
Month	Expected number of working days lost as result of normal rainfall ("n Value")	Average monthly rainfall (mm)																																											
January	3	96																																											
February	3	101																																											
March	3	77																																											
April	2	45																																											
May	1	11																																											
June	0	9																																											
July	0	3																																											
August	0	2																																											
September	1	15																																											
October	2	55																																											
November	3	73																																											
December	5	122																																											
Total	23 days	609 mm																																											
5.13.1	The penalty for failing to complete the works is 3,75c per R100 per day of the contract value.																																												
5.14.5.2	The Defects Liability Period is twelve (12) calendar months after the date of the final certificate of completion.																																												
5.16.3	The latent defect liability period is 10 years after the date of the final approval certificate																																												
6.2.1	The liability of the guarantee shall be 10% of the Contract Price																																												
6.2.1	The Guarantee is to be delivered twenty-one (21) days after the Letter of Acceptance. In the event of failure to submit the guarantee within the stipulated 21 days, the Municipality reserves the right to cancel the contract and award the Bid to the tenderer who scored the next highest points.																																												
6.5.1.2.3	Daywork allowances as tendered in Section 1800 of the Bill of Quantities: Materials at cost plus 15%.																																												
6.8.2	There will be no price adjustment in this contract. The BOQs have been prepared in such a manner that allows the contractor to price according to the year when the work will be executed. The contractors 'rates have to allow for any possible price adjustment.																																												
6.8.3	The following are special materials: nil																																												
6.10.1.5	The percentage limit on materials not yet built into the Permanent Works is 80%. Proof of ownership is required.																																												
6.10.3	The percentage retention on the amounts due to the Contractor is 10 %.																																												
8.6.1.1.2	The value of the materials supplied by the Employer to be included in the insurance sum is nil.																																												
8.6.1.2	The following additional and varied insurances are required: nil																																												
10.5.1/2	Disputes are to be referred to a ad-hoc adjudication																																												
10.5.3	The number of adjudication board members shall be 1																																												
10.7	Disputes are to be referred for final settlement to arbitration.																																												

C1.8

Contractor

Witness 1

Witness 2


Employer


Witness 1


Witness 2

8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is nil.
8.6.2	The limit of indemnity for liability insurance is R 5 000 000.00.


C1.9



Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

PART 1: DATA PROVIDED BY THE CONTRACTOR

The Contractor is advised to read the *General Conditions of Contract for Construction Works 3rd Edition (2015)*, published by the South African Institution of Civil Engineering, in order to understand the implications of this Data which is required to be completed.

Each item of data given below is cross-referenced to the clause of Conditions of Contract to which it mainly applies.

Clause	Data
1.1.1.9	The Contractor is: Name:
1.2.1.2	The Address of the Contractor is: Address (physical): Address (postal): Telephone: Facsimile: E-mail:
6.5.1.2.3	The percentage allowance to cover overhead charges is

C1.10

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.3 FORM OF GUARANTEE

FORM OF GUARANTEE

Tender No: T/ES/MIG/P1/2023/2024

PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND INSTALLATION OF HIGHMAST IN VICTOR KHANYE LOCAL MUNICIPALITY FOR A PERIOD OF 36 MONTHS (4EP CIDB GRADING)

WHEREAS at

VICTOR KHANYE LOCAL MUNICIPALITY
(Hereinafter referred to as "the Employer")

entered into, on the Day of2023, at.....

a Contract with

at

(Hereinafter called "The Contractor")

for the TARRING/PAVING OF ROADS IN DELMAS as per Scope of work AND WHEREAS it is provided by such Contract that the Contractor shall provide the Employer with security by way of suretyship for the due and faithful fulfilment of such Contract by the Contractor;

AND WHEREAS

has/have at the request of the Contractor, agreed to give such security;

NOW THEREFORE WE,

do hereby guarantee and bind ourselves jointly and severally as Sureties and Co-principal Debtors to the Employer under renunciation of the benefits of division and execution for the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions.

1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorised and/or contemplated by the terms of the said contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Due Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Due Completion Date which the Employer may make, give, concede or agree to under the said Contract.
2. The Employer shall be entitled, without reference to us, to release any securities held by it, and to give time to or compound or make any other arrangement with the Contractor.

C1.11

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

3. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.
4. Our total liability hereunder shall not exceed the sum of (R).
5. We hereby choose domicilium citandi et executandi for all purposes arising hereof at
.....


IN WITNESS WHEREOF this guarantee has been executed by us at on
this..... day of 20


As witnesses:


1. Signature
2. Duly authorised to
sign on behalf of
Address
.....
.....


C1.12



Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

VICTOR KHANYE LOCAL MUNICIPALITY



Tender No: T/ES/MIG/P1/2023/2024

PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND INSTALLATION OF HIGHMAST IN VICTOR KHANYE LOCAL MUNICIPALITY FOR A PERIOD OF 36 MONTHS (4EP CIDB GRADING)

C2 PRICING DATA

C2.1 PRICING INSTRUCTIONS

C2.2 BILL OF QUANTITIES

C2.1

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

VICTOR KHANYE LOCAL MUNICIPALITY



Tender No: T/ES/MIG/P1/2023/2024

PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND INSTALLATION OF HIGHMAST IN VICTOR KHANYE LOCAL MUNICIPALITY FOR A PERIOD OF 36 MONTHS (4EP CIDB GRADING)

C2.1 PRICING INSTRUCTIONS

- These pricing instructions provide the Tenderer with guidelines and requirements with regard to the completion of the Pricing Schedule. These pricing instructions also describe the criteria and assumptions which will be assumed in the Contract to have been taken into account by the Tenderer when developing his prices.
- The Pricing Schedule shall be read with all the documents which form part of this Contract.
- The following words have the meaning hereby assigned to them:

Unit	The Unit of measurement for each item of work in terms of the Scope of Work.
Rate	The payment per unit of work at which the tenderer tenders to do the work.

- The rates to be inserted in the Pricing Schedule are to be full inclusive for the work described under the several items. Such 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.
- A rate is to be entered against each item in the Schedule of Fees and Disbursements. An item against which no rate is entered will be accepted as a rate of nil having been entered against such items and covered by the other prices or rates in the schedule.
- All rates and sums of money quoted in the Pricing Schedule shall be in Rands and whole cents. Fractions of a cent shall be discarded.
- All travelling costs, accommodation, meals and other incidental costs are to be included in the time based costs.
- Provisional Amounts shall only be expended on the specific instruction of the Employer.
- All prices and rates entered in the Pricing Schedule must be **inclusive of Value Added Tax (VAT)**.

Tenderers must take note that only suitably qualified, certified and authorized personnel for specialized work or any other specialized level of expertise that might be required for a task, as will be determined by Municipality, shall be allowed to work on such tasks, and failure to comply with the aforementioned, will result in administrative steps to be taken, which may lead to or result in cancellation of the contract.

C2.1.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Tenderers not delivering within the agreed upon time allocation, or do not comply to the time schedules as determined by Municipality, without a valid reason, will result in penalties steps to be taken, which may lead to or result in cancellation of the contract.

Municipality will not supply the material for the labour required on this tender, but tenderers must make provision in their pricing on the tender prices, for the smaller quantities of smaller consumables, including but not limited to, screws and fisher plugs, bolts and nuts, lugs and ferrules, orange cable warning tape and barrier(chvron) tape, insulation tape, rags, saddles, etc.

Also note that all activities on this tender will take place in the Victor Khanye Local Municipal Area (Delmas). All equipment must be collected from the Municipal Stores or Electrical Workshops as far as possible.

Tenderers may not, to suit the tenderer's needs, alter, modify, adjust, substitute or in any other way make changes to the material supplied for a project, without the written permission of the Senior Manager of the Electrical Department or his delegated official.

General Item Specifications applicable on most items

Undermentioned specifications shall be applicable and so tendered per item as per these specifications listed, within each of the Main items as indicated on the Pricing Schedule:

C2.2 Activity Schedules / Schedules of Prices

Please Note

- a. The pricing shall be to the attached Bill of Quantities (BoQ).
- b. The Estimated Quantities are for evaluation purposes only.
- c. The appointment of Service Providers (s) shall be based on rates which will be negotiated with the successful bidders before entering into a Service Level Agreement with Council.
- d. The pricing shall include all material and labour to complete a task.
- e. Items marked with an asterisk* are for evaluation purposes only.
- f. No equipment (tools) from Council are available, all shall be supplied by the contractor.

C2.1.

<i>Contractor</i>	<i>Witness 1</i>	<i>Witness 2</i>	<i>Employer</i>	<i>Witness 1</i>	<i>Witness 2</i>

VICTOR KHANYE LOCAL MUNICIPALITY



Tender No: T/ES/MIG/P1/2023/2024

**PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND INSTALLATION OF
HIGHMAST IN VICTOR KHANYE LOCAL MUNICIPALITY FOR A PERIOD OF 36
MONTHS (4EP CIDB GRADING)**

C2.2 BILL OF QUANTITIES

C2.2.1

<div></div> <div>Contractor</div>	<div></div> <div>Witness 1</div>	<div></div> <div>Witness 2</div>	<div></div> <div>Employer</div>	<div></div> <div>Witness 1</div>	<div></div> <div>Witness 2</div>
-----------------------------------	----------------------------------	----------------------------------	---------------------------------	----------------------------------	----------------------------------

HIGHMAST LIGHTING INSTALLATION FOR BOTLENG AREA
FIRST FINANCIAL YEAR (2023/2024)

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BILL No. 1				
	<u>PRELIMINARIES AND GENERAL COSTS</u>				
1.1	<u>SITE ESTABLISHMENTS</u>	sum	1		
1.1.1	Site Office (Camp and Fencing).				
1.1.2	Site Office equipment				
1.1.3	Store.				
1.2	<u>ADMINISTRATIVE COSTS</u>	sum	1		
1.2.1	Site Personnel (including security).				
1.2.2	Supervisory Staff.				
1.2.3	Transport (staff).				
1.2.4	Insurances.				
1.2.5	Guards				
1.2.6	Running costs e.g. Water, Telephone, Stationery or Printing, etc.				
1.3	<u>GENERAL COSTS</u>	sum	1		
1.3.3	Inspections, testing and commissioning of the complete works.				
1.3.4	Handing over of commissioned works and a comprehensive "As-built" Data Pack : Three (3) hard copies in A4-sized binders and one (1) soft copy on Disc.				
1.4	<u>HEALTH AND SAFETY COMPLIANCE</u>				
1.4.1	Compliance with the requirements of the Occupational Health and Safety Plan and regulations.	sum	1		
1.4	<u>CLO</u>				
1.4.1	Allow an amount of R48,000.00 for CLO	sum	1	R48,000.00	
SUB-TOTAL BILL 1 - AMOUNT CARRIED FORWARD TO SUMMARY FOR BILLS					

HIGH MAST INSTALLATION FOR BOTLENG AREA

FIRST FINANCIAL YEAR (2023/2024)

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
2.1	BILL No. 2				
	30 M MASTS				
	Steelwork including the luminaire cluster (Eight fittings) and the galvanising to specification of a high mast with a column height of 30M and the luminaire lowered with the aid of a winch.				
	Supply	ea	4		
	Install	ea	4		
2.2	412 Watts LED fittings complete with lamps (OMNIBLAST1E MD 412N5356 SA1G).				
	Supply	ea	32		
	Install	ea	32		
2.3	Pole mounted metering box for high masts including the meter.				
	Supply	ea	4		
	Install	ea	4		
2.4	Electrical distribution baord for high masts including the complete wiring of the mast and photo cell control complete as specified.				
	Supply	ea	4		
	Install	ea	4		
2.5	Electrical splitter box for high masts including the complete wiring of the mast .				
	Supply	ea	4		
	Install	ea	4		
2.6	All earthing materials per mast including the lighting spike on top of the high mast and earth resistance of less than 10 Ohm. Complete installation as specified, with test certificate.				
	Supply	ea	4		
	Install	ea	4		
2.7	Soil bearing pressure test certificate signed by a Professional Engineer.	ea	4		
2.8	Foundation complete as specified for 30 M high mast structure, complete with excavation, barricades and certified enegineering design.	ea	4		
2.9	Soil geotechnical studies for foundation including soil and concrete cube tests.	ea	4		
2.10	Test certificate for concrete 10/30/40 days, for every 30 M high mast light.	ea	4		
2.11	Complete technical information including SANS certification for masts, lights and all other relevant equipment, for every 30 M high mast light.	ea	4		
2.12	Certificate for Compliance for galvanising specifications.	ea	4		
2.13	Testing and Commissioning complete with certificate of Compliance, for every 30 M high mast light.	ea	4		
2.14	Double drum winch for 8mm diameter stainless steel rope, complete with handle, power tool, hydraulic tool and electrical motor as specified. (Supply)	ea	1		
SUB-TOTAL BILL 2 - AMOUNT CARRIED FORWARD TO SUMMARY FOR BILLS					

HIGH MAST INSTALLATION FOR BOTLENG AREA
FIRST FINANCIAL YEAR (2023/2024)

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BILL No. 3				
	LV CABLING INSTALLATION FOR HIGH MAST LIGHT				
3.1	LV CABLES				
	600 / 1000 V PVC / SWA / PVC 16mm², 4 Core Stranded Cu,				
3.1.1	Supply	m	500		
3.1.2	Install	m	500		
	600 / 1000 V PVC / SWA / PVC 6mm², 4 Core Stranded Cu				
3.1.3	Supply	m	400		
3.1.4	Install	m	400		
	10mm² BCEW				
3.1.5	Supply	m	500		
3.1.6	Install	m	500		
	4mm² BCEW				
3.1.7	Supply	m	400		
3.1.8	Install	m	400		
3.2	CABLE JOINTS & ENDS				
	Terminate and make off the following PVC/SWA/PVC cables by means of Pratley cable termination. 16 MM2, 4 Core cable.				
3.2.1	Supply	each	8		
3.2.2	Install	each	8		
	Terminate and make off the following PVC/SWA/PVC cables by means of Pratley cable termination. 6 MM2, 4 Core cable.				
3.2.1	Supply	each	8		
3.2.2	Install	each	8		
	10mm² BCEW JOINTS & ENDS				
3.1.5	Supply	each	8		
3.1.6	Install	each	8		
	4mm² BCEW JOINTS & ENDS				
3.1.7	Supply	each	8		
3.1.8	Install	each	8		
3.3	EXCAVATION				
3.3.1	Excavate and backfill cable trench 800 mm deep 450 mm wide. Per running meter. Contractor to make own assessment on soil conditions, and allow for pickable, soft, rock or hard rock combination accordingly.	m	324		
TOTAL BILL 3 - AMOUNT CARRIED TO SUMMARY OF BILLS					

HIGH MAST INSTALLATION FOR BOTLENG AREA
FIRST FINANCIAL YEAR (2023/2024)

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BILL No. 4 PROVISIONAL AMOUNTS POWER CONNECTION CONTRIBUTION Allow an amount of R180, 000.00 for connection fees	sum	1	R 180,000.00	
SUB-TOTAL BILL 4 - AMOUNT CARRIED TO SUMMARY OF BILLS					

HIGH MAST INSTALLATION FOR BOTLENG AREA

FIRST FINANCIAL YEAR (2023/2024)

SUMMAR PAGE

ITEM	BILL	DESCRIPTION	TENDER AMOUNT
1	BILL 1	PRELIMINARY AND GENERAL	
2	BILL 2	HIGH MAST STRUCTURES	
3	BILL 3	CABLES	
4	BILL 4	PROVISIONS	
6	SUB TOTAL 1		
7	CONTINGENCIES (10 %)		
8	SUB TOTAL 2 (CARRIED TO MAIN SUMMARY PAGE)		
9	ADD VAT 15%		
10	GRAND TOTAL COST		

HIGHMAST LIGHTING INSTALLATION FOR BOTLENG AREA

SECOND FINANCIAL YEAR (2024/2025) ESCALATION WILL NOT BE APPLICABLE

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BILL No. 1				
	<u>PRELIMINARIES AND GENERAL COSTS</u>				
1.1	<u>SITE ESTABLISHMENTS</u>	sum	1		
1.1.1	Site Office (Camp and Fencing).				
1.1.2	Site Office equipment				
1.1.3	Store.				
1.2	<u>ADMINISTRATIVE COSTS</u>	sum	1		
1.2.1	Site Personnel (including security).				
1.2.2	Supervisory Staff.				
1.2.3	Transport (staff).				
1.2.4	Insurances.				
1.2.5	Guards				
1.2.6	Running costs e.g. Water, Telephone, Stationery or Printing, etc.				
1.3	<u>GENERAL COSTS</u>	sum	1		
1.3.3	Inspections, testing and commissioning of the complete works.				
1.3.4	Handing over of commissioned works and a comprehensive "As-built" Data Pack : Three (3) hard copies in A4-sized binders and one (1) soft copy on Disc.				
1.4	<u>HEALTH AND SAFETY COMPLIANCE</u>				
1.4.1	Compliance with the requirements of the Occupational Health and Safety Plan and regulations.	sum	1		
1.4	<u>CLO</u>				
1.4.1	Allow an amount of R39,600.00 for CLO	sum	1	R39,600.00	
SUB-TOTAL BILL 1 - AMOUNT CARRIED FORWARD TO SUMMARY FOR BILLS					

HIGH MAST INSTALLATION FOR BOTLENG AREA

SECOND FINANCIAL YEAR (2024/2025) ESCALATION WILL NOT BE APPLICABLE

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
2.1	BILL No. 2				
	30 M MASTS				
	Steelwork including the luminaire cluster (Eight fittings) and the galvanising to specification of a high mast with a column height of 30M and the luminaire lowered with the aid of a winch.				
	Supply	ea	3		
	Install	ea	3		
2.2	412 Watts LED fittings complete with lamps (OMNIBLAST1E MD 412N5356 SA1G).				
	Supply	ea	24		
	Install	ea	24		
2.3	Pole mounted metering box for high masts including the meter.				
	Supply	ea	3		
	Install	ea	3		
2.4	Electrical distribution baord for high masts including the complete wiring of the mast and photo cell control complete as specified.				
	Supply	ea	3		
	Install	ea	3		
2.5	Electrical splitter box for high masts including the complete wiring of the mast .				
	Supply	ea	3		
	Install	ea	3		
2.6	All earthing materials per mast including the lighting spike on top of the high mast and earth resistance of less than 10 Ohm. Complete installation as specified, with test certificate.				
	Supply	ea	3		
	Install	ea	3		
2.7	Soil bearing pressure test certificate signed by a Professional Engineer.	ea	3		
2.8	Foundation complete as specified for 30 M high mast structure, complete with excavation, barricades and certified enegineering design.	ea	3		
2.9	Soil geotechnical studies for foundation including soil and concrete cube tests.	ea	3		
2.10	Test certificate for concrete 10/30/40 days, for every 30 M high mast light.	ea	3		
2.11	Complete technical information including SANS certification for masts, lights and all other relevant equipment, for every 30 M high mast light.	ea	3		
2.12	Certificate for Compliance for galvanising specifications.	ea	3		
2.13	Testing and Commissioning complete with certificate of Compliance, for every 30 M high mast light.	ea	3		
2.14	Double drum winch for 8mm diameter stainless steel rope, complete with handle, power tool, hydraulic tool and electrical motor as specified. (Supply)	ea	0		
SUB-TOTAL BILL 2 - AMOUNT CARRIED FORWARD TO SUMMARY FOR BILLS					

HIGH MAST INSTALLATION FOR BOTLENG AREA
SECOND FINANCIAL YEAR (2024/2025) ESCALATION WILL NOT BE APPLICABLE

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BILL No. 3				
	LV CABLING INSTALLATION FOR HIGH MAST LIGHT				
3.1	LV CABLES				
	600 / 1000 V PVC / SWA / PVC 16mm², 4 Core Stranded Cu,				
3.1.1	Supply	m	375		
3.1.2	Install	m	375		
	600 / 1000 V PVC / SWA / PVC 6mm², 4 Core Stranded Cu				
3.1.3	Supply	m	300		
3.1.4	Install	m	300		
	10mm² BCEW				
3.1.5	Supply	m	375		
3.1.6	Install	m	375		
	4mm² BCEW				
3.1.7	Supply	m	300		
3.1.8	Install	m	300		
3.2	CABLE JOINTS & ENDS				
	Terminate and make off the following PVC/SWA/PVC cables by means of Pratley cable termination. 16 MM2, 4 Core cable.				
3.2.1	Supply	each	6		
3.2.2	Install	each	6		
	Terminate and make off the following PVC/SWA/PVC cables by means of Pratley cable termination. 6 MM2, 4 Core cable.				
3.2.1	Supply	each	6		
3.2.2	Install	each	6		
	10mm² BCEW JOINTS & ENDS				
3.1.5	Supply	each	6		
3.1.6	Install	each	6		
	4mm² BCEW JOINTS & ENDS				
3.1.7	Supply	each	6		
3.1.8	Install	each	6		
3.3	EXCAVATION				
3.3.1	Excavate and backfill cable trench 800 mm deep 450 mm wide. Per running meter. Contractor to make own assessment on soil conditions, and allow for pickable, soft, rock or hard rock combination accordingly.	m	243		
TOTAL BILL 3 - AMOUNT CARRIED TO SUMMARY OF BILLS					

HIGH MAST INSTALLATION FOR BOTLENG AREA
SECOND FINANCIAL YEAR (2024/2025) ESCALATION WILL NOT BE APPLICABLE

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BILL No. 4 PROVISIONAL AMOUNTS POWER CONNECTION CONTRIBUTION Allow an amount of R148, 500.00 for connection fees	sum	1	R 148,500.00	
SUB-TOTAL BILL 4 - AMOUNT CARRIED TO SUMMARY OF BILLS					

HIGH MAST INSTALLATION FOR BOTLENG AREA

SECOND FINANCIAL YEAR (2024/2025) ESCALATION WILL NOT BE APPLICABLE

SUMMAR PAGE

ITEM	BILL	DESCRIPTION	TENDER AMOUNT
1	BILL 1	PRELIMINARY AND GENERAL	
2	BILL 2	HIGH MAST STRUCTURES	
3	BILL 3	CABLES	
4	BILL 4	PROVISIONS	
6	SUB TOTAL 1		
7	CONTINGENCIES (10 %)		
8	SUB TOTAL 2 (CARRIED TO MAIN SUMMARY PAGE)		
9	ADD VAT 15%		
10	GRAND TOTAL COST		

HIGHMAST LIGHTING INSTALLATION FOR BOTLENG AREA

THIRD FINANCIAL YEAR (2025/2026) ECALATION WILL NOT BE APPLICABLE

	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BILL No. 1				
	<u>PRELIMINARIES AND GENERAL COSTS</u>				
1.1	<u>SITE ESTABLISHMENTS</u>	sum	1		
1.1.1	Site Office (Camp and Fencing).				
1.1.2	Site Office equipment				
1.1.3	Store.				
1.2	<u>ADMINISTRATIVE COSTS</u>	sum	1		
1.2.1	Site Personnel (including security).				
1.2.2	Supervisory Staff.				
1.2.3	Transport (staff).				
1.2.4	Insurances.				
1.2.5	Guards				
1.2.6	Running costs e.g. Water, Telephone, Stationery or Printing, etc.				
1.3	<u>GENERAL COSTS</u>	sum	1		
1.3.3	Inspections, testing and commissioning of the complete works.				
1.3.4	Handing over of commissioned works and a comprehensive "As-built" Data Pack : Three (3) hard copies in A4-sized binders and one (1) soft copy on Disc.				
1.4	<u>HEALTH AND SAFETY COMPLIANCE</u>				
1.4.1	Compliance with the requirements of the Occupational Health and Safety Plan and regulations.	sum	1		
1.4	<u>CLO</u>				
1.4.1	Allow an amount of R43,560.00 for CLO	sum	1	R43,560.00	
SUB-TOTAL BILL 1 - AMOUNT CARRIED FORWARD TO SUMMARY FOR BILLS					

HIGH MAST INSTALLATION FOR BOTLENG AREA

THIRD FINANCIAL YEAR (2025/2026) ECALATION WILL NOT BE APPLICABLE

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
2.1	BILL No. 2				
	30 M MASTS				
	Steelwork including the luminaire cluster (Eight fittings) and the galvanising to specification of a high mast with a column height of 30M and the luminaire lowered with the aid of a winch.				
	Supply	ea	3		
	Install	ea	3		
2.2	412 Watts LED fittings complete with lamps (OMNIBLAST1E MD 412N5356 SA1G).				
	Supply	ea	24		
	Install	ea	24		
2.3	Pole mounted metering box for high masts including the meter.				
	Supply	ea	3		
	Install	ea	3		
2.4	Electrical distribution baord for high masts including the complete wiring of the mast and photo cell control complete as specified.				
	Supply	ea	3		
	Install	ea	3		
2.5	Electrical splitter box for high masts including the complete wiring of the mast .				
	Supply	ea	3		
	Install	ea	3		
2.6	All earthing materials per mast including the lighting spike on top of the high mast and earth resistance of less than 10 Ohm. Complete installation as specified, with test certificate.				
	Supply	ea	3		
	Install	ea	3		
2.7	Soil bearing pressure test certificate signed by a Professional Engineer.	ea	3		
2.8	Foundation complete as specified for 30 M high mast structure, complete with excavation, barricades and certified enegineering design.	ea	3		
2.9	Soil geotechnical studies for foundation including soil and concrete cube tests.	ea	3		
2.10	Test certificate for concrete 10/30/40 days, for every 30 M high mast light.	ea	3		
2.11	Complete technical information including SANS certification for masts, lights and all other relevant equipment, for every 30 M high mast light.	ea	3		
2.12	Certificate for Compliance for galvanising specifications.	ea	3		
2.13	Testing and Commissioning complete with certificate of Compliance, for every 30 M high mast light.	ea	3		
2.14	Double drum winch for 8mm diameter stainless steel rope, complete with handle, power tool, hydraulic tool and electrical motor as specified. (Supply)	ea	0		
SUB-TOTAL BILL 1 - AMOUNT CARRIED FORWARD TO SUMMARY FOR BILLS					

HIGH MAST INSTALLATION FOR BOTLENG AREA
THIRD FINANCIAL YEAR (2025/2026) ESCALATION WILL NOT BE APPLICABLE

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BILL No. 3				
	LV CABLING INSTALLATION FOR HIGH MAST LIGHT				
3.1	LV CABLES				
	600 / 1000 V PVC / SWA / PVC 16mm², 4 Core Stranded Cu,				
3.1.1	Supply	m	375		
3.1.2	Install	m	375		
	600 / 1000 V PVC / SWA / PVC 6mm², 4 Core Stranded Cu				
3.1.3	Supply	m	300		
3.1.4	Install	m	300		
	10mm² BCEW				
3.1.5	Supply	m	375		
3.1.6	Install	m	375		
	4mm² BCEW				
3.1.7	Supply	m	300		
3.1.8	Install	m	300		
3.2	CABLE JOINTS & ENDS				
	Terminate and make off the following PVC/SWA/PVC cables by means of Pratley cable termination. 16 MM2, 4 Core cable.				
3.2.1	Supply	each	6		
3.2.2	Install	each	6		
	Terminate and make off the following PVC/SWA/PVC cables by means of Pratley cable termination. 6 MM2, 4 Core cable.				
3.2.1	Supply	each	6		
3.2.2	Install	each	6		
	10mm² BCEW JOINTS & ENDS				
3.1.5	Supply	each	6		
3.1.6	Install	each	6		
	4mm² BCEW JOINTS & ENDS				
3.1.7	Supply	each	6		
3.1.8	Install	each	6		
3.3	EXCAVATION				
3.3.1	Excavate and backfill cable trench 800 mm deep 450 mm wide. Per running meter. Contractor to make own assessment on soil conditions, and allow for pickable, soft, rock or hard rock combination accordingly.	m	243		
TOTAL BILL 3 - AMOUNT CARRIED TO SUMMARY OF BILLS					

HIGH MAST INSTALLATION FOR BOTLENG AREA
THIRD FINANCIAL YEAR (2025/2026) ECALATION WILL NOT BE APPLICABLE

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BILL No. 4 PROVISIONAL AMOUNTS POWER CONNECTION CONTRIBUTION Allow an amount of R163, 350.00 for connection fees	sum	1	R 163,350.00	
SUB-TOTAL BILL 4 - AMOUNT CARRIED TO SUMMARY OF BILLS					

HIGH MAST INSTALLATION FOR BOTLENG AREA

THIRD FINANCIAL YEAR (2025/2026) ECALATION WILL NOT BE APPLICABLE

SUMMAR PAGE

ITEM	BILL	DESCRIPTION	TENDER AMOUNT
1	BILL 1	PRELIMINARY AND GENERAL	
2	BILL 2	HIGH MAST STRUCTURES	
3	BILL 3	CABLES	
4	BILL 4	PROVISIONS	
6	SUB TOTAL 1		
7	CONTINGENCIES (10 %)		
8	SUB TOTAL 2 (CARRIED TO MAIN SUMMARY PAGE)		
9	ADD VAT 15%		
10	GRAND TOTAL COST		

HIGH MAST INSTALLATION FOR BOTLENG AREA

MAIN SUMMARY PAGE

ITEM		DESCRIPTION	TENDER AMOUNT
1		FIRST FINANCIAL YEAR (2023/2024) (EXCL VAT)	
2		SECOND FINANCIAL YEAR (2024/2025) (EXCL VAT)	
3		THIRD FINANCIAL YEAR (2025/2026) (EXCL VAT)	
4	SUB TOTAL		
5	ADD VAT 15%		
6	GRAND TOTAL COST TO BE CARRIED TO FORM OF OFFER		

VICTOR KHANYE LOCAL MUNICIPALITY



Tender No: T/ES/MIG/P1/2023/2024

**PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND INSTALLATION OF
HIGHMAST IN VICTOR KHANYE LOCAL MUNICIPALITY FOR A PERIOD OF 36
MONTHS (4EP CIDB GRADING)**

C3	SCOPE OF WORK
-----------	----------------------

--	--	--	--	--	--

6.1.1 SCOPE OF WORKS

The project consists of the supply and installation of 30m high masts in Victor Khanye Local Municipality. This tender shall be based on 30m high, raising and lowering luminaire ring masts. The scope shall also include the erection including installation, testing and commissioning of the automatic lifting system.

The high mast lights will be installed in different wards that were prioritized in the IDP and confirmed by the Municipality.

6.1.2 LOCATION

10 x High mast lights will be installed in various areas within the Victor Khanye Municipality Jurisdiction.

The following table gives only an indication of the villages where high mast lights must be installed, **but the final list will be given to the successful service provider:**

LOCATION	NO OF LIGHTS
Botleng	10
TOTAL	10

There are no street numbers or stand numbers available and therefore the service provider has to work on the GPS co-ordinates.

6.1.3 DETAILED SCOPE OF WORKS

The work to be executed under the contract will include the following:

- Supply, Delivery and Assembly of 30m high mast structures
- Each high mast structure will be fitted with the number of luminaires per mast shall be 8 (eight) off 412W floodlights.
- High Mast Foundations, excavations including cub test.
- Application to Eskom for supply point and connection onto the Eskom power grid (If required)
- Payment of Eskom connection fee for the supply point
- Supply and installation of 16mm² x 4 Core Copper low voltage connections to each structure from Eskom supply point to high mast structure or by the Municipality.
 - Testing and commissioning of high mast structures
- Employment of local labourers
- GPS co-ordinates of all the high mast positions
- As-Build drawings of Hard copy and CAD format
- All the relevant test certificates and operation manuals
- Handing over to Client and Local Municipality

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

6.1.4 CONSTRUCTION METHODOLOGY AND QUALITY CONTROL

All materials shall comply with the requirements of the South African Bureau of Standards, and shall bear the official standardization mark. Where SABS standard does not exist for a certain material, or a material does not bear the official standardization mark, the Engineers approval of such material must be gained before use thereof.

6.1.5 RECORD DRAWINGS

Engineer must have available some of the areas to compile Construction Drawings. Engineer must source the balance of the CAD drawings to assist with the project planning and design

6.1.6 DESIGN

1.1 HIGH MAST EARTHING DESIGN

The earthing shall be carried out by a specialist. An SABS approved design for the earthing arrangement shall be submitted to the office by the Engineer .

Prior to the commissioning of the masts, all earthing results (as tested by the specialist) shall be submitted to the office of the Engineer.

During the commissioning of the masts the Engineer may nominate the testing of the earthing systems on any of the masts to verify results.

1.2 STANDARDS

The mast design shall comply with the requirements of SABS 0160/1980 (General Procedures and loading to be adopted in the design of buildings) and SABS 0162/1984 (Structural use of Steelworks)

All equipment and material offered shall be of the best quality, comply with the requirements of the relevant SABS specifications, if published, otherwise with the relevant SABS specifications in force at the time of tendering.

Where equipment or material offered complies with the recognized standard of the country of manufacture and not specifically with the requirements of the clause above, such equipment or material will be considered at the discretion of the Engineer. In this case tenderers shall state fully all respects in which the equipment or material offered, departs from the requirements of the clause above.

All work shall be carried out in a neat and orderly manner, in full compliance with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended and every other statutory or local regulation, to the satisfaction of the Engineer.

1.3 DELIVERY AND ERECTION

The transportation to site, off loading and erection of all masts form part of this contract.

The Service provider is to make his own arrangements regarding the selection of a suitable route and obtaining the approval of the relevant authorities to transport an abnormal load along the selected route.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Masts and/or sections of masts shall be transported in such a manner that the possibility of damage to mast finishes is minimized.

Masts shall be erected within 5 working days after its delivery to site, in order to minimize the obstruction of construction or other traffic and consequent possible damage to the mast. Masts awaiting erection shall be stored in the immediate vicinity of their foundations, in such locations as will minimize traffic obstruction. After erection and alignment to the vertical of the masts, well rammed dry mortar shall be grouted into the space between the base flange and the plinth top and any damage to the paintwork on the masts shall be repaired to the approval of the Engineer.

1.4 EARTHING OF HIGH MASTS

All earthing and bonding shall be carried out in accordance with the Standard Code of Practice for the Wiring of Premises, as issued by the SABS.

At each mast, the earth cable of incoming and outgoing cable's, the cable glands and earth studs shall be connected together by means of stranded flexible copper conductors, using terminal lugs crimped on or soldered to, the ends of the conductor.

Two separate stainless steel earthing terminals, of suitable diameter, shall be brazed or welded to the mast at a convenient point within the base compartment, for connection to the earthing system.

A 1200mm high lightning conductor spike shall be fitted to the mast top and connected to one of the above-mentioned earth terminals by means of 70mm² stranded or solid copper conductor. The neutral conductor shall not be connected to the earth conductor.


Supply and install, as part of this contract, two earthing rods next to each mast. These two rods shall be connected to the mast earth terminal by means of 2 separate 70mm² copper conductors.


The tenderer shall allow in the Bill of Quantities for the determination of soil resistivity at each mast position before the start of any construction. If the earthing resistance at each mast is greater than 10ohms after the installation of the above-mentioned two earthing rods, the Engineer will instruct the service provider to install more earthing rods / earth mats and earth conductors at unit prices as set out in the Bill of Quantities. The service provider shall determine the soil resistivity in the presence of the Engineer.


1.5 RODS


Rods shall be of stainless steel or shall have a steel core with copper cladding of at least 0,25mm² thickness, applied by the molten welded process, to form a microscopic crystalline copper-steel alloy between the two metals, as to ensure that abrasion or bending, during driving, will not damage the outer copper skin. Rods shall be 1,2m in length with provision for screwing together to form a mechanically and electrically continuous rod.


The joint between the extensible rods shall not permit the ingress of moisture. The coupling shall be of a



Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

material that will inhibit electrolytic action between the coupling and the copper skin on the rod.

The total length of each rod shall be at least 1,2m.

Rods shall be driven into the soil in a professional manner that will ensure that no unnecessary vibrations are set up. The manufacturer's recommended rod driving practice shall be closely followed.

The top of the rod after installation shall be at least 500mm below surface level. The rod shall be connected by means of the special clamp supplied by the rod manufacturer, to the earth terminal inside the mast, using a 70mm² bare copper conductor run through the sleeve leading to the mast interior.

At the base and at the top of the mast, an M12 stainless steel or brass stud shall be welded or brazed to the main body of the mast in a readily accessible position. The luminaires shall be individually bonded to earth terminals in the junction box at the mast head (for more than two luminaires), which terminals shall, in turn, be bonded to the earth stud on the mast body by means of a 10,0mm² green insulated cable.

1.6 PHOTOMETRIC PERFORMANCE OF HIGHMAST

Luminaires shall be symmetrically distributed around the circumference of the mast head assembly, in single tier formation.

The number of luminaires per mast shall be 8 (Eight) off 412W SUPER 4Y floodlight.

The luminaires on each mast shall, in the absence of any contribution from other light sources, produce the following photometric results based on new, clean luminaires (i.e. Maintenance Factor = 1), and new lamps, operated at rated voltage, after 100 burning hours (Lamp Lumen Depreciation Factor = 1) and at an ambient site temperature between 15°C and 25°C and with a reasonably clean atmosphere.

BASIC PARAMETERS

X : Co-ordinate in x-direction
y : Co-ordinate in y-direction perpendicular to x- direction
Mast location : x = 0, y = 0

Luminaire mounting height : 30,0m


Aiming angle of main beam to the vertical : Maximum 75 - 80 as required


Required Results: Minimum illuminance Values, per typical quadrant


MINIMUM ILLUMINANCE VALUE IN LUX (Hor. Plane)


Co-ordinates		Illuminance
x	y	Lux
150	150	0.4


The above figure refers to one quadrant and 360° values shall be essentially similar, to yield a symmetrical pattern over a circle with radius of 150m.



Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

NOTE:

In the adjudication of tender, the extent to which the offer complies with the above data or improved there-on, will be taken into account.

REQUIRED RESULTS: Diversity

The diversity between the highest and lowest illuminance values within a circle of 300m diameter concentric around the mast shall not exceed 20.

Measurements shall be taken with a high class cosine-corrected instrument, at natural ground level.

1.7 PHOTOCCELL SWITCH UNIT FOR HIGH MASTS

At the mast head, in a position shielded from direct or reflected light emitted by the floodlights, a photocell daylight switch unit shall be provided and connected to control the contactor.

The unit shall be shielded from lightning discharge currents and it is therefore required that the unit shall be mounted under the canopy, facing west. In order to minimize the effect of operation from reflected light under misty conditions, the photocell shall be mounted inside a solid metal type casing suitably screened to prevent the ingress of birds, large insects, etc. The photo-electric cell shall switch "ON" when daylight drops to approximately 40lux and shall switch "OFF" at approximately 80lux. The photo-electric cell shall have a time delay of not less than 30 seconds.

The photocell will be of the "THERMAL" photo-electric type and must be suitable for all standard lux settings. The photocell will be supplied with a standard NEMA socket complete with gasket.

The photocell will have a universal cell orientation to assure optimum efficiency. **The photocell will carry a minimum 2 year guarantee under normal operating conditions.**

The photo-electric cells shall be completely waterproof and shall be of robust construction. The material of the cover shall not crack, deform or deteriorate in any way whatsoever and shall be colour fast in all weather conditions.


Samples of photo-electric cells shall be submitted to the Engineer for approval prior to the ordering thereof.


1.8 FOUNDATIONS AND CONSTRUCTION OF MASTS


The following must be done or supplied by the service provider:


- Grouting the gap between the mast base plate and the foundation plinths;
- Certificate from manufacturer of mast;
- Certificate for the concrete of mast (at least 3 test cube results);
- Soil test certificates;
- Certificate of compliance;



Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

- Operating and maintenance instructions.
- Special door lock to prevent vandalism and entry by others.

1.8.1 LUMINAIRE SPECIFICATIONS.

A sample of all luminaires offered by a manufacturer shall be submitted to the engineer for his approval. This sample shall be submitted before the tender closing date to the office of the engineer. The sample of the successful manufacturer would remain in the possession of the engineer until the completion of the project.

The luminaire shall consist of a LM6 die-cast aluminium housing with a separate but attached gearbox designed to operate 412W LED lamps.

SANS 60598-2-5 safety mark.

IP65 in compliance with SANS 60598-2-5 for both the lamp and gear compartments.

The IP rating must be certified by an SABS test report and must be submitted with the tender document.

The housing shall be robustly constructed, weatherproof, hail proof, corrosion proof and vandal resistant. It shall be manufactured from LM6 **high pressure** die-cast aluminium.

The front glass covering the lamp compartment shall be heat and impact resistant, held to the lamp housing by stainless steel clamps and sealed by an extruded heat resistant silicon gasket.

The reflector system shall be manufactured from 99,98% super-pure anodized aluminium and consist of the back reflector and two side reflectors. The luminaire shall be available in an asymmetrical narrow beam distribution.

Lamp replacement shall ONLY be facilitated from the side by a high-pressure die cast aluminium lampholder housing. It shall be sealed with a one piece silicon gasket and shall be held to the floodlight with two stainless steel screws.

The control gear compartment shall be manufactured from high-pressure LM6 die-cast aluminium for good heat dissipation.

All internal wiring shall be Teflon coated with protective sleeving to prevent damage by possible abrasion.

The luminaire shall be power factor corrected to a minimum of 0,9.

It shall consist of a lid and body that seals the control gear compartment to an IP65 ingress protection rating when closed. The control gear compartment shall be attached to the stirrup.

The lamp holder shall comply with VC 8011, shall be rated to withstand 240°C/5kV.

The control gear shall be incorporated inside the control gear compartment and shall be mounted on a removable gear tray.

It shall be suitable for operation with the 412W lamp on a 230V +3%/-10% 50Hz single phase system.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The stirrup shall be manufactured from hot dipped galvanized steel. Holes shall be provided for mounting purposes.

The following documentation should be supplied and the check list completed –

1. SANS 60598-2-5 certification
2. SANS certification of IP rating
3. Manufacturers ISO 9001-2000 certification
4. Illuminance calculation based on triangular spacing, proving that the illumination level, based on a maintenance factor of 0.75, does not drop at any point, below 1Lux.

Item	Statement	Tenderer Input
1	Manufacturer of luminaire	
2	SANS 60598-2-5 submitted	YES / NO
3	ISO 9001-2000 certification of luminaire manufacturer submitted	YES / NO
4	IP rating certification submitted	YES / NO
5	All internal wiring Teflon coated	YES / NO
7	Lamp replacement from side of luminaire and holder is secured with stainless steel screws	YES / NO
8	Lamp compartment LM6 high pressure die-cast aluminium	YES / NO
9	Gear compartment LM6 high pressure die-cast aluminium	YES / NO
10	Power factor corrected to a minimum of 0,9	YES / NO

Performance Calculation –

- A – Mast spacing as calculated on complying triangular spacing calculation
B – Estimated cost of installed mast including electrification
C – 10 000m - Straight line distance based on small to medium project number of masts
D – Unit cost of floodlights X by number of floodlights per mast

A - _____
B – xxxxxxxxxxxx – Engineers discretion
D - _____

Scheme Price calculation

C/A * (B+D) = _____

1.9 LOW TENSION SUPPLY TO THE MASTS.

The masts distribution board shall be connected to the nearest transformer or electrical power line as indicated in the table Part C.4 with 16mm², 4 core, Cu PVC PVC SWA PVC 600/1000V SABS 150/1970 cables. Stranded copper conductor of size 10 sq.mm shall be laid with the 4 core Cu cable in the same trench. The service provider will install a 3CR12 meter kiosk complete against the transformer/electrical pole that will supply the high mast. This meter kiosk will be complete with a 80A, 5kA, triple pole breaker and SABS

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

approved three phase kWh meter. The cable against the pole will be protected with a galvanized kicker pipe from the meter kiosk up to 500mm below ground level.

The service provider has to make his own arrangements with the Municipality for suitable dates on the connection of the low voltage cable to the network.

The electrical distribution board of the high mast will contain the following:

- 1 x Triple pole MCB main;
- 1 x Triple pole Contactor;
- 1 x Triple pole MCB;
- 1 x Single pole MCB
- 1 x double pole earth leakage
- 1 x 5 pole industrial plug
- 1 x Bypass switch;
- 1 x 5A Single pole MCB;
- Neutral and Earth Bars;
- Socket and switch for winch.

Service providers must take care not to damage water pipes and other services, during excavation for the laying of the LT cables and the foundations for high mast lights. The service provider and municipality shall determine the exact route of the LT cables before the commencement of the trenches.

Low voltage cable will be installed at a depth of 800mm on a 75mm bed of river sand. The low voltage cable will be covered with a 75mm layer of river sand before the closing up of trenches with acceptable soil. Danger tape will be installed at a depth of 300mm from final ground level.


1.10 CLASSIFICATION FOR EXCAVATION PURPOSES


The Service provider will use manual labour as far as possible to excavate any class of material but his chosen method of excavation shall not determine the classification of the excavation. The Engineer will decide on the classification of the materials. The classification will be based on inspection of the material to be excavated and on the criteria given below. The Engineer's decision shall, subject to the relevant provisions of the contract, be final and binding.


The excavation of material will be classified as follows for purposes of measurement and payment:


Soft excavation - Soft excavation shall be excavation in material that can be efficiently removed by a back-acting excavator of flywheel power approximately 0,10kW per millimeter of tined-bucket width, without the assistance of pneumatic tools such as paving breakers, or that can be efficiently loaded, without prior ripping or stockpiling, by a rubber tyre type front-end loader of mass approximately 15 t and flywheel power approximately 100kW._



Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

Intermediate excavation - Intermediate excavation shall be excavation in material that requires a back-acting excavator of flywheel power exceeding 0,10kW per millimeter of tined-bucket width or the use of pneumatic tools before removal by loading equipment equivalent to that specified in "Soft excavation" above.

Hard rock excavation - Hard rock excavation shall be excavation in material that cannot be efficiently removed without blasting or without wedging and splitting before removal.

The tenderer must give a unit rate in the Bill of quantities for excavations of trenches and pole excavations as if a classification of Intermediate excavation is applicable.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

VICTOR KHANYE LOCAL MUNICIPALITY

Tender No: T/ES/MIG/P1/2023/2024

**PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND INSTALLATION OF
HIGHMAST IN VICTOR KHANYE LOCAL MUNICIPALITY FOR A PERIOD OF 36
MONTHS (4EP CIDB GRADING)**

PART C4 - SITE INFORMATION

Locality plan



ANNEXURE A

Health and Safety Specifications

HEALTH AND SAFETY SPECIFICATIONS

1. OH&S MANAGEMENT

Structure and Organization of OH&S Responsibilities

1.1.1. Overall Supervision and Responsibility for OH&S

The Client is to ensure that the Principal Contractor, appointed in terms of Construction Regulation 4(1)(c), implements and maintains the agreed and approved OH&S Plan.

The Chief Executive Officer of the Principal Contractor in terms of Section 16 (1) of the Act is to ensure that the Employer (as defined in the Act) complies with the Act. Annexure 2 - "Legal Compliance Audit" may be used for this purpose.
Any OH&S Act (85 /1993), Section 16 (2) appointee/s as detailed in his/her respective appointment forms.

The Construction Supervisor and Assistant Construction Supervisor/s appointed in terms of Construction Regulation 6.

Further (Specific) Supervision Responsibilities for OH&S

Appointments required by the Act and Regulations:

- OH&S Representatives (Sections 17/18 of the Act)
- OH&S Committees (Sections 19/20 of the Act)
- Risk Assessor (Construction Regulation. 7(1))
- Accident/Incident Investigations Co-ordinator (General Administrative Regulation 9 (2))
- Form/Support work Supervisor (Construction Regulation 10(a))
- Batch Plant Supervisor (Construction Regulation 18(1))
- Stacking & Storage Supervisor (Construction Regulation 26(a))
- Fire Equipment Inspector (Construction Regulation 27(h))
- Electrical Installations, Machinery & Appliances Inspector (Construction Regulation 22)
- Excavations Supervisor (Construction Regulation 11(1))
- Demolition Supervisor (Construction Regulation 12(1))
- OH & S Officer (where necessary) (Construction Regulation 6(6))
- Person Responsible for Machinery (General Machinery Regulation 2)
- Emergency, Security and Fire Co-ordinator (Construction Regulation 27(h) & Environmental Regulation 9)
- Fire Equipment Inspector (Construction Regulation 27(h) Environmental Regulation 9)
- First Aider (General Safety Regulation 3(2))
- Hazardous Chemical Substances Supervisor (HCS Regulations)
- Ladders Inspector (General Safety Regulation 13A)
- Lifting Equipment Inspector (Construction Regulation 20)
- Operators & Drivers of Construction Plant & Vehicles (Construction Regulation 21 (i))
- Structures Supervisor (Construction Regulation 9)
- Users Operators of Construction Equipment (Construction Regulation 21(i))
- Welding Supervisor (General Safety Regulation 9)
- Communication and Liaison

OH&S liaison between the Client, the Principal Contractor, the other Contractors, the Consulting Engineer and other concerned parties will be through the OH&S Committee as in 3.10.

In addition to the above, communication may be directly to the Client or his appointed Agent, verbally or in writing, as and when the need arises.

Consultation with the workforce on OH&S matters will be through their Supervisors, OH&S Representatives, the OH&S Committee and their elected Trade Union Representatives, if any.

The Principal Contractor will be responsible for the dissemination of all relevant OH&S information to the other Contractors e.g. design changes agreed with the Client and the Consulting Engineer,

instructions by the Client and/or his/her agent, exchange of information between Contractors, the reporting of hazardous/dangerous conditions/situations etc.

1.3. OH & S File

The Principal Contractor must, in terms of Construction Regulation 5 (7), keep a health and safety file on site at all times that 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 Contractor and the agreements between the parties and details of work being done.

The following documents must be kept in the OH & S file:

- 1) Notification of Construction Work (Construction Regulation 3.)
- 2) Copy of OH&S Act (updated) (General Administrative Regulation 4.)
- 3) Proof of Registration and good standing with a COID Insurer (Construction Regulation 4 (g))
- 4) Copy of health and safety plan (construction regulation 5 (1))
- 5) OH&S Program agreed with Client including the underpinning Risk Assessment and Method Statements (Construction regulation 5 (1))
- 6) Designs/drawings (Construction Regulation 5 (8))
- 7) A list of Contractors (Subcontractors) including copies of the agreements between the parties and the type of work being done by each contractor (Construction Regulation 9)
- 8) Appointment / Designation forms as per 3.1.1. and 3.1.2. above.

Registers as follows:

- Accident/Incident Register (Annexure 1 of the General Administrative Regulations)
- OH & S Representatives Inspection Register
- Form/Support work Inspection
- Excavations Inspection
- Lifting Equipment
- Demolition Inspections
- Designer's Inspection of Structures Record
- Batch Plant Inspections
- Arc & Gas Welding & Flame Cutting Equipment Inspections
- Construction Vehicles & Mobile Plant Inspections
- Electrical Installation and Machinery Inspections
- Fire Equipment Inspection & Maintenance
- First Aid
- Hazardous Chemical Substances
- Lifting Tackle and Equipment Inspections
- Inspection of Cranes
- Inspection of Ladders
- Inspection of Vessels under Pressure
- Machinery Inspections
- Drivers/Operators of Mobile Plant/Construction Vehicles Daily Inspections

The Principal Contractor will be required to submit the abovementioned registers monthly to the chairperson of the OH&S Committee for endorsement.

The Health & Safety File must be handed over to the Client on completion of the contract. It must contain all the documentation 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.

1.4. OH & S Goals and Objectives and Arrangements for Monitoring and Review of OH&S Performance

The Principal Contractor is required to maintain a Compensation Incidence Frequency Rate (CIFR) of at least 8 (Refer Annexure 3 - "Measuring Injury Experience") and to report on this to the Client on a monthly basis.

Identification of Hazards and Development of Risk Assessments, Standard Working Procedures (SWP) and Method Statements

The Principal Contractor is required to develop Risk Assessments, Standard Working Procedures (SWP) and Method Statements for each activity executed in the contract or project (Refer to Section 4. below "Project/Site Specific Requirements")

Arrangements for Monitoring and Review

Monthly Audit by Client

The Client will be conducting a Monthly Audit to comply with Construction Regulation 4 (1) (d) to ensure that the Principal Contractor has implemented and is maintaining the agreed and approved OH&S Plan.

Other Audits and Inspections by Client

The Client reserves the right to conduct other ad hoc audits and inspections as deemed necessary.

A representative of the Principal Contractor must accompany the Client on all Audits and Inspections and may conduct his/her own audit/inspection at the same time. Each party will, however, take responsibility for the results of his/her own audit/inspection results.

1.6.3 Reports

The Principal Contractor is required to provide the Client with a monthly report in the format as per the attached Annexure 4: "SHE Risk Management Report"

The Principal Contractor must report all incidents where an employee is injured on duty to the extent that he/she:

- dies
- becomes unconscious
- loses a limb or part of a limb

is injured or becomes ill to such a degree that he/she is likely either to die, or to suffer a permanent physical defect, or likely to be unable for a period of at least 14 days either to work or continue with the activity for which he/she was usually employed

or where:

- a major incident occurred
- the health or safety of any person was endangered
- where a dangerous substance was spilled
- the uncontrolled release of any substance under pressure took place
- machinery or any part of machinery fractured or failed resulting in flying, falling or uncontrolled moving objects
- machinery ran out of control

To the Provincial Director of the Department of Labour within seven days. (Section 24 of the General Administrative Regulation 8.). The Principal Contractor is required to provide the Client with copies of all statutory reports required in terms of the Act.

The Principal Contractor is required to provide the Client with copies of all internal and external accident/incident investigation reports including the reports contemplated in 3.9. below.

1.6.4 Review

The Principal Contractor is to review the Hazard Identification, Risk Assessments and SWP's at each two weekly site inspection/meeting as the construction work develops and progresses and each time that changes are made to the designs, plans and construction methods and processes.

The Principal Contractor must provide the Client, other Contractors and all other concerned parties with copies of any changes, alterations or amendments.

Site Rules and Other Restrictions

Site OH&S Rules

The Principal Contractor must develop a set of site-specific OH&S rules that will be applied to regulate the OH&S aspects of the construction.

1.7.2. Security and Emergency Arrangements

The Principal Contractor must establish site access rules and implement and maintain these throughout the construction period.

Access control must include the rule that non-employees will not be allowed on site unaccompanied.

The Principal Contractor must develop a set of security rules and procedures and maintain these throughout the construction period.

The Principal Contractor must appoint a competent Emergency Controller who must develop emergency contingency plans for any emergency that may arise on site as indicated by the risk assessments. These must include a monthly practice/testing program for the plans e.g. January: trench collapse, February: flooding etc. and practiced/tested with all persons on site at the time, participating.

1.8 Training

The contents and syllabi of all training required by the Act and Regulations must be included in the Principal Contractor's OH&S Plan.

General Induction Training

All employees of the Principal and other Contractors to be in possession of proof of General Induction Training

Site Specific Induction Training

All employees of the Principal and other Contractors to be in possession of Site Specific OH&S Induction Training.

Other Training

All operators, drivers and users of construction vehicles, mobile plant and other equipment to be in possession of valid proof of training.

All employees in jobs requiring training in terms of the Act and Regulations to be in possession of valid proof of training.

OH&S TRAINING REQUIREMENTS: (AS REQUIRED BY THE CONSTRUCTION REGULATIONS AND AS INDICATED BY THE OH&S SPECIFICATION AND THE RISK ASSESSMENT/S):

- General Induction (Section 8 of the Act)
- Site/Job Specific Induction (also visitors) (Sections 8 & 9 of the Act)
- Site/Project Manager
- Construction Supervisor
- OH&S Representatives (Section 18 (3) of the Act)
- Training of the Appointees indicated in 3.1.1. & 3.1.2. above
- Operation of Cranes (Driven Machinery Regulations 18 (11))
- Operators and Drivers of Construction Vehicles & Mobile Plant (Construction Regulation 21)
- Basic Fire Prevention & Protection (Environmental Regulations 9 and Construction regulation 27)
- Basic First Aid (General Safety Regulations 3)
- Storekeeping Methods & Safe Stacking (Construction Regulation 26)
- Emergency, Security and Fire Co-ordinator

1.9. Accident and Incident Investigation

The Principal Contractor is responsible for the investigation of all accidents/incidents where employees and non-employees were injured to the extent that he/she had to be referred for medical treatment by a doctor, hospital or clinic. (General Administrative Regulation 9).

The results of the investigation to be entered into the Accident/Incident Register. (General Administrative Regulation 9)

The Principal Contractor is responsible for the investigation of all non-injury incidents as described in Section 24 (1) (b) & (c) of the Act and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

The Principal Contractor is responsible for the investigation of all road traffic accidents and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

OH & S Representatives and Committees

Designation of OH&S Representatives

Where the Principal Contractor employs more than 20 persons (including the employees of other contractors (sub-contractors) he has to appoint one OH&S Representative for every 50 employees or part thereof. General Administrative Regulation 6 requires that the appointment or election and subsequent designation of the OH&S Representative is executed in consultation with Employee Representatives or Employees. (Section 17 of the Act and General Administrative Regulation 6. & 7.)

OH & S Representatives have to be designated in writing and the designation must include the area of responsibility of the person and term of the designation.

Duties and Functions of the OH&S Representatives

The Principal Contractor must ensure that the designated OH&S Representatives conduct a minimum monthly inspection of their respective areas of responsibility using a checklist and report thereon to the Principal Contractor.

OH & S representatives must be included in accident/incident investigations.

OH & S representatives must attend all OH&S committee meetings.

1.10.3. Appointment of OH&S Committee

The Principal Contractor must establish an OH & S Committee consisting of all the designated OH&S Representatives together with a number of management representatives (this number is not to exceed the number of OH&S representatives on the committee) and a representative of the Client who shall act as the chairperson without a vote. The members of the OH&S committee must be appointed in writing.

THE OH&S COMMITTEE MUST MEET MINIMUM MONTHLY AND CONSIDER, AT LEAST, THE FOLLOWING AGENDA:

- 1) Opening and welcome
- 2) Present/Apologies/Absent
- 3) Minutes of previous meeting
- 4) Matters arising from the previous minutes.
- 5) OH&S Representatives Reports
- 6) Incident Reports & Investigations
- 7) Incident /Injury statistics
- 8) Other matters
- 9) Endorsement of Registers and the statutory documents by a representative of the Principal Contractor
- 10) Close/Next Meeting

PROJECT / SITE SPECIFIC REQUIREMENTS

The following is a list of specific activities and considerations that have been identified for the project and the construction site and for which Risk Assessments, Standard Working Procedures (SWP), management and control measures and Method Statements (where necessary) have to be developed by the Principal Contractor:

Clearing & Grubbing of the Area/Site

SITE ESTABLISHMENT INCLUDING:

- Office/s
- Secure/safe storage for materials, plant & equipment
- Ablutions
- Sheltered eating area
- Maintenance workshop
- Vehicle access to the site
- Dealing with existing structures (NB: the existing pipeline is also a structure.)
- Location of existing services
- Installation and maintenance of temporary construction electrical supply, lighting and equipment
- Adjacent land uses/surrounding property exposures
- Boundary and access control/Public Liability Exposures (NB: the Employer is also responsible for the OH&S of non-employees affected by his/her work activities.)

HEALTH RISKS ARISING FROM NEIGHBORING AS WELL AS OWN ACTIVITIES AND FROM THE ENVIRONMENT E.G. THREATS BY DOGS, BEES, SNAKES, LIGHTNING ETC.

- Exposure to noise
- Exposure to vibration
- Protection against dehydration and heat exhaustion
- Protection from wet & cold conditions
- Dealing with HIV/Aids and other diseases
- Use of Portable Electrical Equipment including
- Angle grinder
- Electrical drilling machine
- Skill saw
- Excavations including
- Ground/soil conditions
- Trenching
- Shoring
- Drainage of trench
- Welding including
- Arc Welding
- Gas welding
- Flame cutting
- Use of LP gas torches and appliances
- Loading & offloading of trucks
- Aggregate/sand and other materials delivery
- Manual and mechanical handling
- Lifting and lowering operations
- Driving & operation of construction vehicles and mobile plant including
- Trenching machine
- Excavator
- Bomag roller
- Plate compactor
- Front end loader
- Mobile cranes and the ancillary lifting tackle
- Parking of vehicles & mobile plant
- Towing of vehicles & mobile plant
- Use and storage of flammable liquids and other hazardous substances

- Layering and bedding of trench floor
- Installation of pipes in trench
- Pressure testing of pipeline
- Installing heat shrink joint sleeves
- Backfilling of trench
- Protection against flooding
- Gabion work
- Use of explosives
- Protection from overhead power lines
- As discovered by the Principal Contractor's hazard identification exercise
- As discovered from any inspections and audits conducted by the Client or by the Principal Contractor or any other Contractor on site
- As discovered from any accident/incident investigation.

Annexure 1: Safety Agreement

Annexure 2: Construction Occupational Health – Safety – Environment Audit System

Annexure 3: Guidelines for the development of a Health and Safety Plan.

Annexure 4: Guide to Risk Assessment

ANNEXURE 1

VICTOR KHANYE LOCAL MUNICIPALITY

Tender No: T/ES/MIG/P1/2023/2024

PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND INSTALLATION OF HIGHMAST IN VICTOR KHANYE LOCAL MUNICIPALITY FOR A PERIOD OF 36 MONTHS (4EP CIDB GRADING)

MEMORANDUM OF AGREEMENT CONCLUDED BY AND BETWEEN: VICTOR KHANYE LOCAL MUNICIPALITY (HEREINAFTER REFERRED TO AS THE CLIENT)

herein represented by _____

in his capacity as _____

of the Client, he being duly authorized thereto

and

(hereinafter referred to as the Mandatory)

herein represented by _____

in his capacity as _____

of the Mandatory, he being duly authorized thereto

WHEREAS:

The Client and the mandatory entered into a written, alternatively oral agreement on the.....Day of

.....20..... in terms of which the Mandatory undertook to carry out the

following work for the client , viz. (give a short description of the type of contract work to be done as well as
the address where work will be done)

*(The said contract work is hereinafter referred to as the **Work**)*

The Occupational Health and Safety Act, Act 85 of 1993 as amended (hereinafter referred to as **the Act**) contains amongst others certain provisions with regard to the health and safety of people at work and in connection with the usage of plant and machinery, as well as the protection of other persons than persons at work against hazards to health and safety that originates from or in connection with the activities of persons at work.

Section 37(2) of the Act makes provision for the exclusion by the parties, by way of a written agreement, of supposition and accompanying liability of the Client as stipulated in section 37(1) of the Act.

The parties have reached consensus with regard to the terms and conditions to which they agree in terms of the provisions of section 37(2) of the Act.

NOW THEREFOR THE PARTIES AGREE AS FOLLOWS

1. WRITTEN AGREEMENT

The parties herewith agree in terms of section 37(2) of the Act on the arrangements and procedures that must be followed to ensure compliance with the provisions of the Act by the Mandatory.

2. ACKNOWLEDGEMENT BY THE MANDATARY

The mandatory acknowledge herewith that he is fully acquainted with the contents of the Act, as well as with all regulations and SABS codes of practice that have been made in terms of section 43 of the Act.

3. UNDERTAKING BY MANDATARY

- (a) The Mandatory hereby undertakes and binds himself to the Client to ensure prompt and strict compliance with the provisions of the Act and the said regulations as well as with the provisions included in this Safety Agreement at all times during the execution of the Works
- (b) It is hereby recorded that the provisions of this Safety Agreement as set out hereinafter are in no way intended to restrict the duties of the Mandatory, nor to exempt the Mandatory from his obligation in accordance with the Act and the said regulations

4. PERSONAL PROTECTIVE EQUIPMENT

- (a) It is compulsory to wear equipment for eye protection when working in an eye protection zone or where the Work requires eye protection.
- (b) It is compulsory to wear safety helmets when working in a safety helmet zone or where the Work requires safety helmets.
- (c) It is compulsory to wear hearing protection when working in a noise zone or where the Work requires hearing protection.
- (d) The wearing of other protective clothing and equipment as prescribed by the Occupational Health and Safety Officer of the Client is compulsory.
- (e) The Mandatory shall ensure that the statutory requirements are complied with at all times.

5. FENCING AND GENERAL MACHINERY PROTECTION

No shield or fencing may be removed from or be moved at any machinery or installation without written permission.

6. SCAFFOLDING, LADDERS, TOOLS, ET CETERA

The Mandatory without the written permission of the Client may use no equipment or tools that belong to the Client.

Except where agreed before hand the Mandatory shall provide enough tools and equipment to enable him to complete the Works and the Mandatory shall provide all storerooms, offices and eating halls that he may need. The Mandatory will be responsible for all his material on site.

In special case where the Client may lend equipment, tools or materials to the Mandatory, the Mandatory will use such equipment, tools and/or materials at his own risk and the Mandatory herewith indemnifies the Client against any liability of whichever nature or from any cause whatsoever, whether direct or indirect, that may arise from such usage.

7. SERVICES AND WORKING METHODS

The written permission of the Chief Executive/Town Clerk of the Client shall be obtained where any work which must be undertaken by the Mandatory is connected with a working process or machinery or any other service in connection therewith, or may possibly affect it, before he commences with such work.

Approval shall be obtained from the City Electrical Engineer of the Client before any equipment is connected to the electrical supply of the Client. All equipment shall be isolated before any equipment is connected to the electrical supply of the Client.

It shall be isolated and be provided with earth leakage protection. Electrical machinery, portable electrical tools and portable lights must comply with the requirements of the applicable regulations.

Work permits must be issued in terms of the Occupational Health and Safety Act and Regulations when the nature of the work requires it. Permits must be issued by the relevant departmental head where necessary.

8. EXCAVATIONS

Written permission for excavations shall be obtained from the City Engineer of the Client and the Mandatory shall make sure of the existence and position of electrical cables, discharge pipes, gas lines, water conduits, et cetera before he commences with any excavation work.

All excavations and obstructions and/or any openings in platforms or floors shall be enclosed in a safe way and warning notices shall be erected to ensure absolute safety. An adequate number of red or orange caution lights shall be provided when it is dark or should bad light prevail.

The area surrounding excavations shall be kept in a safe, orderly and tidy condition. No walkways or workplaces.

Nobody may enter into any restricted area in which hazardous fumes or a shortage of oxygen exists without a permit giving permission to do so, issued by the head of the relevant department of the Client and until it has been certified safe for entrance by the Occupational Health and Safety Officer and the Health Inspector of the Client.

9. RESTRICTION TO WORKPLACE

Employees of the Mandatory shall be restricted to their workplaces except when they have to leave their area for work purposes or when they visit toilets.

10. SUBCONTRACTORS

The Mandatory shall ensure that all subcontractors receive a copy of this safety agreement and must ensure they comply with it.

11. OCCUPATIONAL HEALTH AND SAFETY OFFICER AND THE REPORTING OF ALL ACCIDENTS

The Occupational Health and Safety Officer of the Client is available for consultation and he will make periodical visits to the workplace of the Mandatory. Any hazardous occurrence or incident to the employees of the Mandatory that results in absence from work for a period longer than three days shall be reported in writing to the Occupational Health and Safety Officer of the Client within forty eight hours as well as to the Department of Labour as specified by the Act. Every user, employer, occupier, builder or excavator must, under this Act, keep record of all accidents that occur.

In the case of an accident that results in loss of life, nobody may disturb the scene of the accident or any articles involved in the accident prior to the arrival of the Occupational Health and Safety Officer and the Inspector, unless it is to prevent another accident from happening or the prevention of loss of life or to remove corpses.

The Occupational Health and Safety Officer will issue contravention notices to the Mandatory or a sub contractor when there is a non compliance and will specify the time in which it must be rectified.

The Occupational Health and Safety Officer will issue work stop notices to the Mandatory or sub contractor whenever he is of the opinion that the health and safety of any person at work is threatened or that the contravention notices are not adhered to.

12. FIRST AID

Where five or more persons are employed at a workplace, the Mandatory shall provide and maintain an adequately equipped first-aid box that meets the following requirements:

- (a) Every first-aid box shall contain the minimum contents as prescribed by the Occupational Health and Safety Act.
- (b) Nothing except articles and equipment required for first-aid purposes may be kept in the first-aid box.
- (c) Each first-aid box shall be kept in a place readily accessible in case of an accident.
All first-aid boxes shall be placed under control of a responsible person except where five or less persons are at work. The responsible person must be in the possession of a valid first-aid certificate issued by one of the following organizations:
 - A South-African Red Cross Society**
 - B St. John's Ambulance Foundation**
 - C South-African First-Aid League**

A notice indicating where the first-aid box is kept as well as the name of the person in charge shall be affixed in a conspicuous place. The first-aid facilities of the Client may be used during emergencies.

13. FIRE PREVENTION MEASURES AND STORAGE OF FLAMMABLE MATERIAL

The Fire department of the Client shall be notified before any welding, oxyacetylene welding, cutting, burning of paint or tar from floors or roofs is undertaken so that the necessary fire prevention measures can be arranged. All "NO SMOKING AND OPEN SURFACE FIRES/LIGHTS PROHIBITED" notices shall be adhered to. The Mandatory and his senior employee shall acquaint themselves and their fellow workers with the fire prevention measures of the Client, which will also include fire alarm notices and exits in case of fire, and they shall ensure that these rules are strictly complied with.

14. COMPLETION OF WORK

Before the mandatory or his sub-contractors leaves the site they shall inform the Head of the relevant Department of the Client and obtain his/her written approval that the work has been completed satisfactory and that the site of the work is left in a good condition.

15. SALVAGED MATERIAL AND EQUIPMENT

Any building demolished or equipment or materials that are salvaged whilst carrying out the work shall remain the property of the Client, unless the contract specifically provides otherwise.

16. BREAKING OF THESE RULES AND POOR CONDUCT

The Mandatory is warned that no behavior that causes danger to their own employees, to the employees of the Client or general public will be tolerated. The Occupational Health and Safety Officer of the Client reserves the right of the withdrawal of any employees of the Mandatory or Client from the premises in the case of any default or breach of the agreement and to order that the completion of the work be stayed, pending compliance with this agreement; alternatively to cancel the agreement referred to in par.2 in which event the Client will be entitled to appoint an alternative contractor to complete the work and recover the costs thereof from the mandatory, without prejudice to any alternative or additional right or action or remedy to the Client, to recover from the mandatory damages for the default or breach and the cancellation.

The senior employees of the Mandatory shall sign a note of acknowledgement of this safety agreement to certify that they have received the regulations as included herein and that they understand the regulations.

17. INTOXICATION

Nobody that is in a state of intoxication or that is in any other condition that causes or may cause his/her incapability to control him/herself or persons under his control may and shall not be permitted on the premises of the Client. The Occupational Health and Safety Officer of the Client reserves the right to the withdrawal of any employees of the Mandatory or Client from the premises in the case of any transgression of this nature.

18. CONFIDENTIALLY

The Mandatory shall at all times treat data and information that have been made known to him or that he requires in connection with his work from the Client as confidential and he may not make unauthorized use thereof. He must also ensure that such data and information are not communicated to anybody else that is not an employee of the Mandatory without obtaining prior written approval from the Client and he must further ensure that such persons do in fact know that the said information is confidential and that they are obliged to treat it as such.

The Mandatory shall provide for adequate physical protection for any confidential documents, sketches, et cetera that he receives from the Client in connection with the work as well as for any copies thereof that he makes. He shall hand back all documents sketches and copies thereof to the Client upon completion of the work, or earlier, if so requested by the Client. The Mandatory shall inform the Client immediately should any such documents or sketches become lost.

19. INDEMNIFICATION BY THE MANDATORY

The following conditions will be applicable to the Mandatory:

- (a) The Mandatory is liable and herewith indemnifies the Client irrevocably and in full against any claim for loss or damage to property or arising from death or injury of any person and any associated loss or damage suffered, and against all lawsuits, claims, demands, costs, expenses, and charges that may arise when the said occurrences are caused on purpose or through the negligence, violation of legal obligations or failure by the Mandatory or its employees.
- (b) Whenever any of the employees of the Client is busy with work to, or with the supply of material that will be used during the execution of the work by the Mandatory, or otherwise busy with work under the instruction and supervision of the Mandatory, in as far as they may be negligent or fail to do there duty, they will be regarded as employees of the mandatory
- (c) All installations, equipment, hoisting-apparatus and other implements, scaffolding, ladders, material, et cetera that are borrowed from the Client by the Mandatory for usage during the execution of the work, will be used entirely at the risk of the Mandatory or employees of the Mandatory and the Mandatory herewith indemnifies the Client irrevocably and in full against any liability that may arise from such usage.

20. AMENDMENTS MUST BE IN WRITING

The parties agree herewith that this safety agreement is the only safety agreement between them and that no amendment thereof will be valid unless it is in writing and signed by both parties.

20. JURISDICTION AND LEGAL COSTS

In the event of any legal action being instituted pertaining to the this agreement the party in default or breach will be liable for the other party's legal costs on the scale as between attorney and own client and the parties consent to the jurisdiction of the magistrate's court for purpose of any legal action being instituted.

PARTICULARS OF THE MANDATORY

Name (Mandatory) _____

C.E.O. (Section 16(1)) _____

ID NO. : _____

Designation: _____

Name of Business _____

Address of Business :

Tel number (h) _____ (w) _____ e-m ail _____

Number of employees employed _____

Registration number as allocated to the Mandatory by the Workman's Compensation

Commissioner _____

Date allocated _____

Thus done and signed on this _____ day of _____ 20 _____

As witnesses:

_____ (Signature) _____ (Name in print)

_____ (Signature) _____ (Name in print)

_____ (Signature) _____ (Name in print)

THE MANDATORY

Thus done and signed on this _____ day of _____ 20 _____

As witnesses

_____ (Signature) _____ (Name in print)

_____ (Signature) _____ (Name in print)

_____ (Signature) _____ (Name in print)

THE CLIENT

Acknowledgement of receipt of the agreement:

THE MANDATORY

ANNEXURE 2

CONSTRUCTION OCCUPATIONAL HEALTH - SAFETY - ENVIRONMENT AUDIT SYSTEM

(Based on the New Construction Regulations)

** Denotes items applicable to both Construction sites and Contractors Plant/Storage*

1. ADMINISTRATIVE & LEGAL REQUIREMENTS

Section/Regulation	Subject	Requirements	Yes/No
Construction. Regulation 3	Notice of carrying out Construction work	Department of Labour notified Copy of Notice available on Site	
General Admin. Regulation 3	*Copy of OH&S Act (Act 85 of 1993)	Updated copy of Act & Regulations on site Readily available for perusal by employees	
COLD Act Section 80	*Registration with Compels. Insurer	Written proof of registration / Letter of good standing available on Site	
Construction. Regulation 4 & 5(1)	OH&S Specification & Plan	OH&S Specification received from Client OH&S plan developed Updated regularly	
Section 8(2)(d) and Construction. Regulation 6	*Hazard Identification & Risk Assessment	Hazard Identification carried out/Recorded Risk Assessment and Plan drawn up/Updated Risk Assessment Plan available on Site Employees/Subcontractors informed/trained	
Section 16(2)	*Assigned duties (Managers)	Responsibility of complying with the OH&S Act assigned to other person/s by CEO.	
Construction. Regulation 5(2)	Designation of Person Responsible on Site	Competent person appointed in writing as Construction Supervisor	
Construction. Regulation 5(5)(a)	Designation of Subordinate Person	Competent person appointed in writing as Sub-ordinate Construction Supervisor	
Section 17 & 18	*Designation of Occupational Health & Safety Representatives	More than 20 employees - one OH&S Representative, one additional OH&S Rep. for each 50 employees or part thereof. Designation in writing, period and area of responsibility specified. Meaningful OH&S Rep. reports. Reports actioned by Management.	
Section 19 & 20	*Occupational Health & Safety Committee/s	OH&S Committee/s established. Members appointed in writing. Meetings held monthly. Minutes kept. Actioned by Management.	

Section/Regulation	Subject	Requirements	Yes/ No
Section 37	*Agreement with Mandatories (Sub-Contractors)	Written agreement with Subcontractors. List of Subcontractors displayed. Proof of Registration with Compensation Insurer/Letter of Good Standing Construction Work Supervisor designated Written arrangements concerning OH&S Reps & OH&S Committee Written arrangements regarding First Aid	
Construction. Regulation 7	Fall Prevention & Protection	Competent person appointed to draw up and supervise the Fall Protection Plan Proof of appointees competence available on Site Risk Assessment carried out for work at heights Fall Protection Plan drawn up/updated Available on Site	
Construction. Regulation 8	Roofwork	Competent person appointed to plan & supervise Roofwork. Proof of appointees competence available on Site Risk Assessment carried out Roofwork Plan drawn up/updated Roofwork inspect before each shift. Inspection register kept Employees medically examined for physical & psychological fitness. Written proof available	
Construction. Regulation 9	Structures	Information re. the structure being erected received from the Designer including: - geo-science technical report where relevant - the design loading of the structure - the methods & sequence of construction - anticipated dangers/hazards/special Measures to construct safely Risk Assessment carried out Method statement drawn up All above available on Site Structures inspected before each shift. Inspections register kept	
Construction. Regulation 10	Formwork & Support work	Competent person appointed in writing to supervise erection, maintenance, use and dismantling of Support & Formwork Design drawings available on site Risk Assessment carried out Support & Formwork inspected: - before use/inspection - before pouring of concrete - weekly whilst in place - before stripping/dismantling. Inspection register kept	

Section/Regulation	Subject	Requirements	Yes/No
Construction. Regulation 11	Scaffolding	Competent persons appointed in writing to: <ul style="list-style-type: none"> - erect scaffolding (Scaffold Erector/s) - act as Scaffold Team Leaders - inspect Scaffolding weekly and after inclement weather (Scaffold Inspector/s) Written Proof of Competence of above appointees available on Site Copy of SABS 085 available on Site Risk Assessment carried out Inspected weekly/after bad weather. Inspection register/s kept	
Construction. Regulation 12	Suspended Scaffolding	Competent persons appointed in writing to: <ul style="list-style-type: none"> - erect Susp.scaffolding (Scaffold Erector/s) - act as Susp.Scaffold Team Leaders - inspect Susp.Scaffolding weekly and after inclement weather (Scaffold Inspector/s) Risk Assessment conducted Certificate of Authorization issued by a registered professional engineer available on Site/copy forwarded to the Department of Labour The following inspections of the whole installation carried out by a competent person <ul style="list-style-type: none"> - after erection and before use - daily prior to use. Inspection register kept The following tests to be conducted by a competent person: <ul style="list-style-type: none"> - load test of whole installation and working parts every 12 months - hoisting ropes/hooks/load attaching devices quarterly. Tests log book kept Employees working on Susp.Scaffold medically examined for physical & psychological fitness. Written proof available	
Construction. Regulation 13	Excavations	Competent person/s appointed in writing to supervise and inspect excavation work Written Proof of Competence of above appointee/s available on Site Risk Assessment carried out Inspected: <ul style="list-style-type: none"> - before every shift - after any blasting - after an unexpected fall of ground - after any substantial damage to the shoring - after rain. Inspections register kept Method statement developed where explosives will be/ are used	
Constructions . Regulation 14	Demolition Work	Competent person/s appointed in writing to supervise and control Demolition work Written Proof of Competence of above appointee/s available on Site Risk Assessment carried out Engineering survey and Method Statement available on Site Inspections to prevent premature collapse carried out by competent person before each shift.	

Section/Regulation	Subject	Requirements	Yes/No
		Inspection register kept	
Construction. Regulation 16	Materials Hoist	Competent person appointed in writing to inspect the Material Hoist Written Proof of Competence of above appointee available on Site. Materials Hoist to be inspected weekly by a competent person. Inspections register kept.	
Construction. Regulation 17	Caissons & Cofferdams	Competent person appointed in writing to supervise, control & inspect the construction, installation/dismantling of caissons/coffer dams Written Proof of Competence of above appointee available on Site Risk Assessment carried out To be inspected daily by a competent person. Inspections register kept	
Construction. Regulation 18	Explosive Powered Tools	Competent person appointed to control the issue of the Explosive Powered Tools & cartridges and the service, maintenance and cleaning. Register kept of above Empty cartridge cases/nails/fixing bolts returns recorded Cleaned daily after use	
Construction. Regulation 19	Batch Plants	Competent person appointed to control the operation of the Batch Plant and the service, maintenance and cleaning. Register kept of above Risk Assessment carried out Batch Plant to be inspected weekly by a competent person. Inspections register kept	
Construction. Regulation 20/ Mine Health & Safety Act (29 of 1996)	Tunneling	Complying with Mines Health & Safety Act (29 of 1996) Risk Assessment carried out	
Construction. Regulation 21/ Driven Machinery Regulations 18 & 19	Cranes & Lifting Machines Equipment	Competent person appointed in writing to inspect Cranes, Lifting Machines & Equipment Written Proof of Competence of above appointee available on Site. Cranes & Lifting tackle identified/numbered Register kept for Lifting Tackle Log Book kept for each individual Crane Inspection: - All cranes - daily by operator - Tower Crane/s – after erection/6monthly - Other cranes – annually by comp. person - Lifting tackle(slings/ropes/chain slings etc.) - 3 monthly Risk Assessment carried out	
Construction. Regulation 22/Electrical Machinery Regulations 9 &	*Inspection & Maintenance of Electrical Installation & Equipment (including portable electrical tools)	Competent person appointed in writing to inspect/test the installation and equipment. Written Proof of Competence of above appointee available on Site. Inspections:	

Section/Regulation	Subject	Requirements	Yes/No
10/Electrical Installation Regulations		- Electrical Installation & equipment inspected after installation, after alterations and quarterly. Inspection Registers kept Portable electric tools and -lights and extension leads identified/numbered. Monthly visual inspection by User/Issuer/Storeman. Register kept.	
Construction. Regulation 2 Diving Regulations	Water Environments	Competent person appointed in writing to supervise diving operations and ensure maintenance, statutory inspection and testing by an Approved Inspection Authority of equipment used Written Proof of Competence of above appointee available on Site Proof of registration of all divers present on site available Risk Assessment carried out Diving Manual produced. Available on Site Record of Voice Communications kept Diving Operations record kept Each Diver keeps a personal logbook. Entries countersigned by the Diving Supervisor Decompression tables available on Site Records of any Decompression illness kept Certificate of Manufacture of any Compression Chamber or Diving Bell in use available on Site	
Construction. Regulation 30/ General Safety Regulation 8(1)(a)	*Designation of Stacking & Storage Supervisor.	Competent Person/s with specific knowledge and experience designated to supervise all Stacking & Storage Written Proof of Competence of above appointee available on Site	
Construction. Regulation 31/ Environmental Regulation 9	*Designation of a Person to Co-ordinate Emergency Planning And Fire Protection	Person/s with specific knowledge and experience designated to co-ordinate emergency contingency planning and execution and fire prevention measures Emergency Evacuation Plan developed: - Drilled/Practiced - Plan & Records of Drills/Practices available on Site Fire Risk Assessment carried out All Fire Extinguishing Equipment identified and on register. Inspected weekly. Inspection Register kept Serviced annually	
Construction. Regulation 32/ General Safety Regulation 3	*First Aid	Every workplace provided with sufficient number of First Aid boxes. (Required where 5 persons or more are employed) First Aid freely available Equipment as per the list in the OH&S Act. One qualified First Aider appointed for every 50 employees. (Required where more than 10 persons are employed) List of First Aiders and Certificates	

Section/Regulation	Subject	Requirements	Yes/No
		Name of person/s in charge of First Aid box/es displayed. Location of F/Aid box/es clearly indicated. Signs instructing employees to report all Injuries/illness including first aid injuries	
Construction. Regulation 33/ General Safety Regulation 2	Personal Safety Equipment (PSE)	PSE Risk Assessment carried out Items of PSE prescribed/use enforced Records of Issue kept Undertaking by Employee to use/wear PSE	
Construction. Regulation 34/ General Safety Regulation 9	*Inspection & Use of Welding/Flame Cutting Equipment	Competent Person/s with specific knowledge and experience designated to Inspect Electric Arc, Gas Welding and Flame Cutting Equipment Written Proof of Competence of above appointee available on Site Equipment identified/numbered and entered into a register Equipment inspected monthly. Inspection Register kept	
Construction. Regulation 35/ Hazardous Chemical Substances (HCS)	*Control of Storage & Usage of HCS	Competent Person/s with specific knowledge and experience designated to Control the Storage & Usage of HCS Written Proof of Competence of above appointee available on Site Risk Assessment carried out Register of HCS kept/used on Site	
Construction. Regulation 36/Vessels under Pressure Regulations	Vessels under Pressure (VUP)	Competent Person/s with specific knowledge and experience designated to supervise the use, storage, maintenance, statutory inspections & testing of VUP's Written Proof of Competence of above appointee available on Site Risk Assessment carried out Certificates of Manufacture available on Site Register of VUP's on Site Inspections & Testing by Approved Inspection Authority (AIA): <ul style="list-style-type: none"> - after installation/re-erection or repairs - every 36 months. - Register/Log kept of inspections, tests. Modifications & repair	
Construction. Regulation 37	Construction Vehicles & Earth Moving Equipment	Operators/Drivers appointed to: <ul style="list-style-type: none"> - Carry out a daily inspection prior to use - Drive the vehicle/plant that he/she is competent to operate/drive Written Proof of Competence of above appointee available on Site Record of Daily inspections kept	
Construction. Regulation 38/	*Inspection of Ladders	Competent person appointed in writing to inspect Ladders	

Section/Regulation	<i>Subject</i>	<i>Requirements</i>	<i>Yes/No</i>
General Safety Regulation 13D		Ladders inspected at arrival on site and monthly there after . Inspections register kept	
Construction. Regulation 39/ General Safety regulation 13B	Ramps	Competent person appointed in writing to Supervise the erection & inspection of Ramps. Inspection register kept.	

ANNEXURE 2

GUIDELINES FOR THE DEVELOPMENT OF A HEALTH & SAFETY PLAN

1. PROJECT BACKGROUND

In terms of the Construction Regulations [Regulation 4 (1) (a)] of the Occupational Health and Safety Act, No 85 of 1993, the Client is required to compile an Occupational Health and Safety specification for each of its projects and the Principle Contractor, appointed by the Client in terms of Regulation 4 (1) (c), is required to prepare an Occupational Health and Safety Plan. This plan has to be prepared in terms of Regulation 5 (1) as well as the Client's Occupational Health & Safety Specification. In terms of Regulation 4 (2), the Client and the Principle Contractor are required to agree on the Occupational Health and Safety Plan before any work may commence.

2. FRAMEWORK FOR AN OCCUPATIONAL HEALTH AND SAFETY PLAN

2.1 INTRODUCTION

The Principal Contractor has to demonstrate to the Client that he has a suitable and sufficiently documented Occupational Health and Safety Plan as well as the necessary competencies, experience and resources to perform the construction work safely. The Principle Contractor could be required to submit the following documentation for perusal and verification by the Client:

- *Management Structure*
- *Quality Plan*
- *Human Resources Plan*
- *Registered Workplace Skills Plan*
- *"Letter of good standing" from the Compensation Commissioner or licensed compensation insurer.*
- *Proof of induction and other training of employees*
- *Example copy minutes of previous Occupational Health and Safety Committee meetings and copies of Incident Investigation Reports*

2.2 CONTENTS OF AN OCCUPATIONAL HEALTH AND SAFETY PLAN

2.2.1 Occupational Health and Safety Management Program

- Management of Occupational Health and Safety risks
- Occupational Health and Safety structures and appointments
- Program of Occupational Health and Safety inspections
- Occupational Health and Safety Representatives
- Occupational Health and Safety committee

2.2.2 Communication and Management of the Work

- Management structure and responsibilities
- Occupational Health and Safety goals for the project and arrangements for monitoring and review of Occupational Health and Safety performance.
- **Arrangements for:**
 - Regular liaison between parties on site
 - Consultation with the workforce
 - The exchange of design information between the Client, engineer, supervisors and contractors on site

- Handling design changes during the project
- Selection and control of contractors
- The exchange of Occupational Health and Safety information between all contractors
- Security
- Site induction and onsite training
- Facilities and first-aid
- The reporting and investigation of accidents and incidents
- The production and approval of risk assessments and method statements
- Site OH&S rules
- Fire and emergency procedures
- Reporting to the Client i.e. results of Occupational Health and Safety inspections, incident and incident investigations and committee meetings
- Reporting of incidents to the Department of Labour and Compensation insurer where appropriate

2.2.3 Arrangements for controlling significant site risks

The following are some examples of the arrangements for controlling the most significant site risks:

- **SAFETY RISKS**
 - Services, including temporary electrical installations
 - Preventing employees from falling into excavations, from trucks etc.
 - Work with, on or near fragile materials
 - Control of lifting operations
 - The maintenance of plant and equipment
 - Poor ground conditions
 - Traffic routes and segregation of vehicles and pedestrians
 - Storage of hazardous materials
 - Dealing with existing unstable structures/land
 - Accommodating adjacent land use
 - Other significant safety risks as and when identified
- **HEALTH RISKS**
 - Storage and use of hazardous chemical substances
 - Dealing with contaminated land or material
 - Manual handling
 - Reducing noise and vibration
 - Provision of adequate lighting
 - Ventilation considerations
 - Extreme heat and cold temperature considerations
 - Dealing with HIV/Aids and other illnesses
 - Provision of and maintaining ablution and eating facilities
 - Other significant health risks as and when identified

2.2.4 Preparation of an Occupational Health and Safety Operational Reference File/Manual

THE FOLLOWING ARE SOME OF THE REQUIREMENTS TO BE ADDRESSED:

- Layout, format and content requirements
- Arrangement for the collection and gathering of information
- Storage and archiving of all the information
- Copy to the Client at completion of project

SUGGESTED CONTENTS OF AN OH&S FILE/MANUAL

- OH&S Policy
- Notice of new project
- Site start-up
- Security measures
- Written designations & appointments
- Arrangements with contractors/mandatories
- OH&S rules and procedures
- Induction
- OH&S training
- OH&S promotion
- OH&S representatives
- OH&S committees
- Workplace facilities e.g. ablutions, sheltered eating areas etc.
- Protective equipment
- Workplace inspections and audits
- Investigation & reporting of incidents/accidents
- Mechanical safeguarding
- Electrical safeguarding
- Safeguarding against hazardous substances
- Lifting machinery & equipment
- Construction vehicles & mobile plant
- Welding, heating & flame cutting
- Excavations
- Protection of the environment affected by construction activities
- Keeping of records in terms of the OH&S Act (85 of 1993)

ANNEXURE 3

GUIDE TO RISK ASSESSMENT

1. HOW TO DO IT?

2. STEPS TO EFFECTIVE RISK ASSESSMENT

- Step 1 : Identifying the hazards
- Step 2 : Aim to identify major hazards, don't waste time on the minor & detail
- Step 3 : Involve as many people as possible in the process especially those at risk
- Step 4 : Gather all the information and analyze it
- Step 5 : Look at what actually occurs including non-routine operations
- Step 6 : Use a systematic approach to ensure all hazards are adequately addressed
- Step 7 : Assess the risks arising taking into account the effectiveness of controls
- Step 8 : Ensure the process is practical and realistic
- Step 9 : Always record the assessment in writing including assumptions and why

3. HOW SERIOUS IS IT?

PROBABILITY

- A Common
- B Has Happened
- C Could Happen
- D Not Likely
- E Practically impossible

CONSEQUENCES

- 1 Fatality or permanent disability
- 2 Major injury
- 3 Average Lost Time Injury
- 4 Minor Injury
- 5 Medical Treatment or less

		PROBABILITY				
		A	B	C	D	E
C O N S E Q U E N C E S	1	1	2	3	4	5
	2	2	3	4	5	6
	3	3	4	5	6	7
	4	4	5	6	7	8
	5	5	6	7	8	9

Risk Rating:

- 1 – 3 = Serious
- 4 - 5 = High
- 6 – 7 = Moderate
- 8 – 9 = Acceptable

ACTION

- Immediate (within 1 week)
- Within 1 month
- > 4 weeks
- No action

ANNEXURE B

Pro-forma agreement in terms of Occupational Health and Safety Act

PRO-FORMA AGREEMENT IN TERMS OF

OCCUPATIONAL HEALTH AND SAFETY ACT 1993 – SECTION 37 (2)

NEW CONSTRUCTION SAFETY REGULATIONS

The above-mentioned regulations were promulgated in the Govt. Gazette on Friday, 18 July 2003 under the Occupational Health & Safety Act (85 of 1993) and are now in force.

The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act 1993 (Act 85 of 1993, hereinafter referred to as the Act), that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act, namely:

- (a) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all the relevant provisions of the Act and the regulations promulgated in terms of the Act, and the Employer's Health and Safety Specifications included in the contract documents.
- (b) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations and the Employer's Health and Safety Specifications included in the contract documents will be complied with in all respects.
- (c) In relation to any work or activity performed by the Contractor, his workmen or any other person for whose acts or omissions the Contractor is responsible in terms of the Contract, the Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from itself being obliged to comply with any of the aforesaid duties, obligations and prohibitions.
- (d) The Contractor agrees that any duly authorised officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the Contractor has complied with his undertakings as set out more fully in paragraphs (a) and (b) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or to inspect any appropriate records held by the Contractor.
- (e) The Contractor shall be obliged to report forthwith in writing to the Representative/Agent full details of any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract.
- (f) Forward "safety meeting" minutes to the representative/Agent.

For the Employer: _____

Date: _____

Witnesses: 1) : _____

2) _____

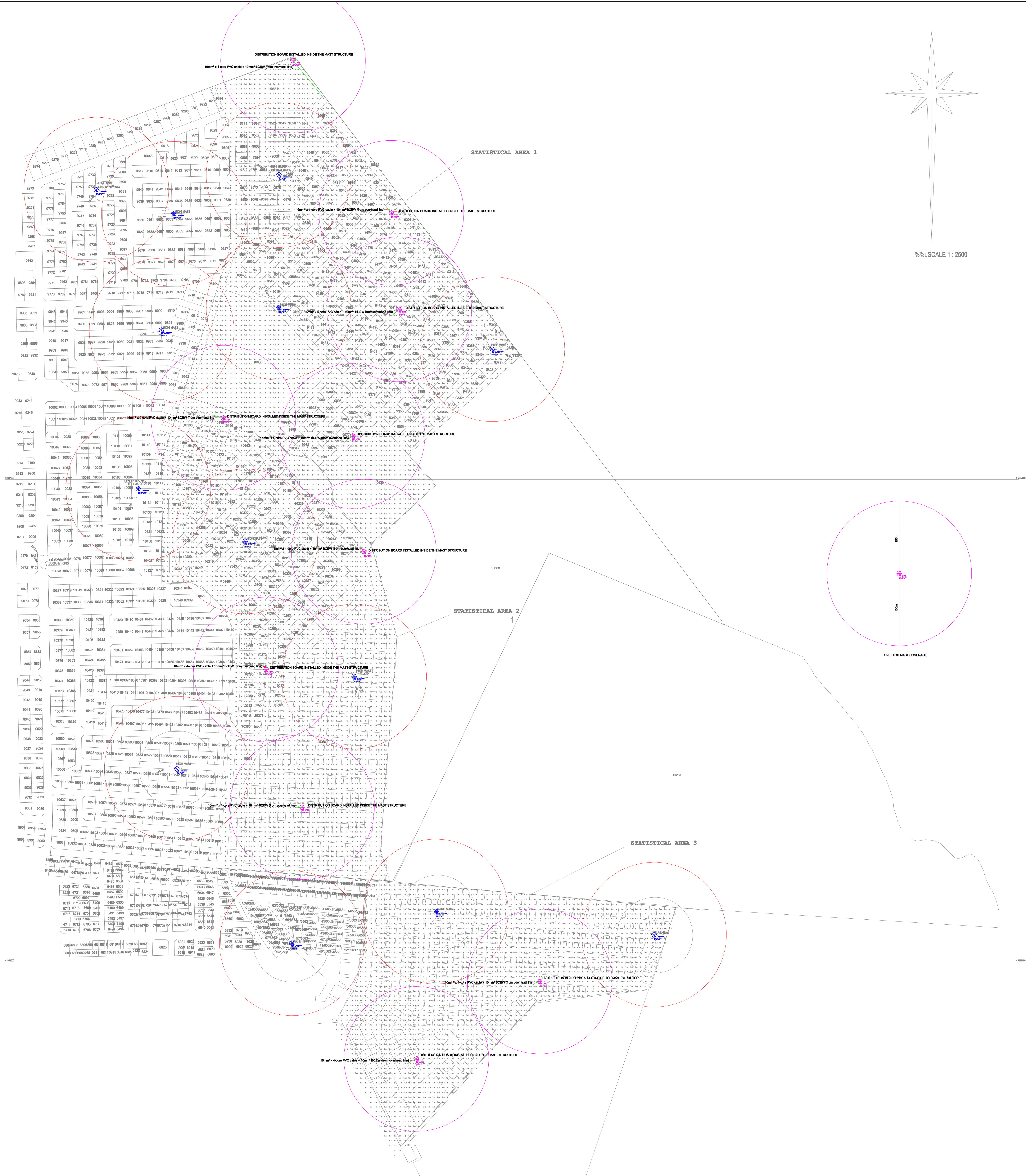
For the Contractor: _____





Date: _____

Witnesses: 1) : _____

2) _____

TENDER DRAWINGS



ELECTRICAL LEGEND	
	DISTRIBUTION BOARD
 ME: 30.000 TSL: 50	EXISTING 30M HIGH MAST
 ME: 30.000 TSL: 50	NEW 30M HIGH MAST
	16mmsq x 4 core cu cable Installed underground

B	21/03/23	ISSUED FOR STAGE 2 APPROVAL
A	20/12/22	ISSUED FOR STAGE 2 APPROVAL
REVISION No	DATE	DESCRIPTION

SIZE ON ORIGINAL DRAWING 100 mm



VICTOR KHANYE LOCAL MUNICIPALITY
Tel: +27 13 865 6000
email: info@vilm.gov.za

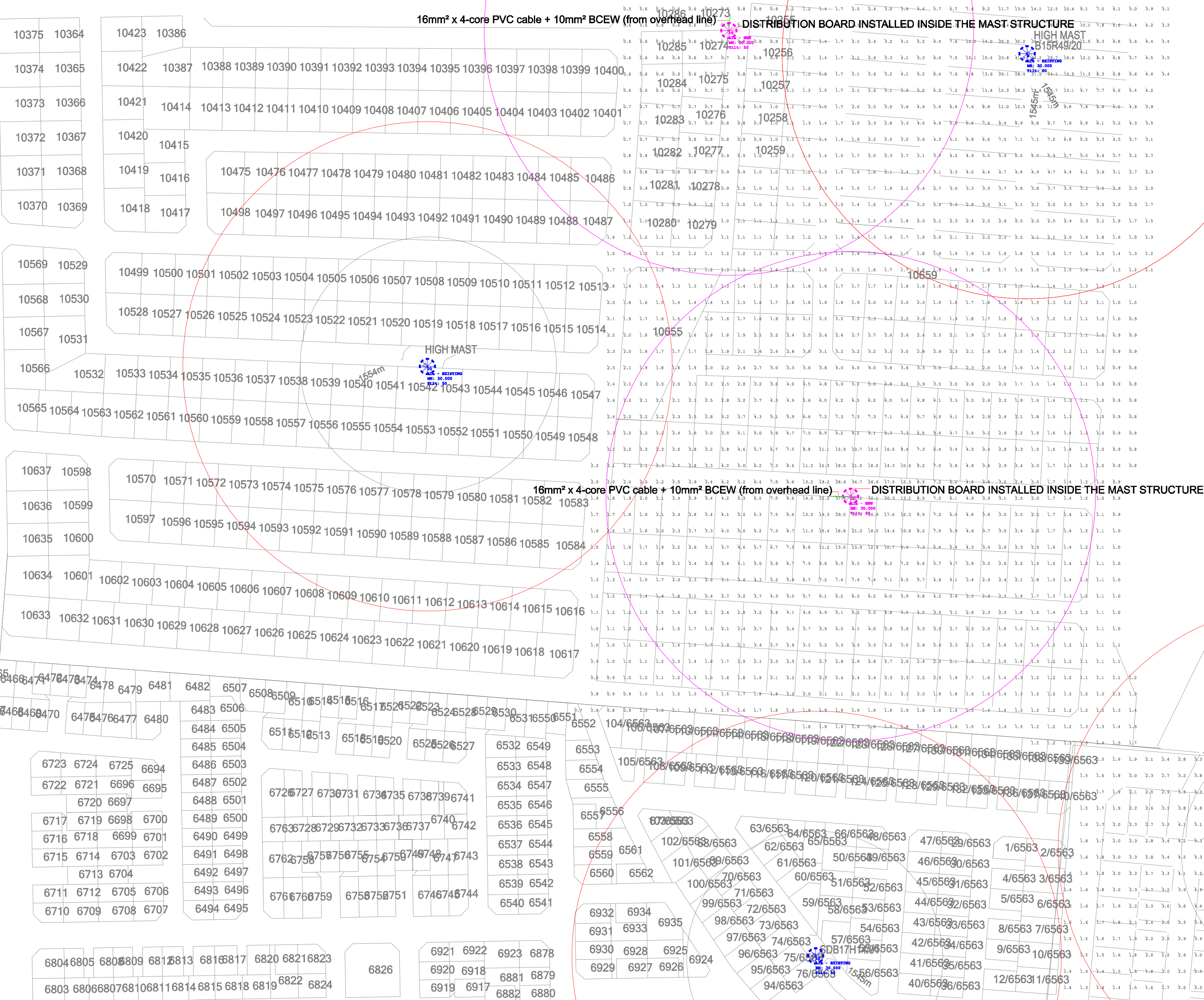
ELECTRICAL CONSULTANT



AXYS DEVELOPMENTS (PTY) LTD
Tel: +27 82 061 1309
email: robinmmisi@gmail.com



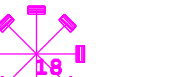

PROJECT	
BOTLENG HIGH MAST LIGHTING INSTALLATION	
PROJECT STAGE	
STAGE 2: CONCEPT DESIGN	
DISCIPLINE	
ELECTRICAL	
WORK DESCRIPTION - SUB DIVISION	
HIGH MAST LIGHTING LAYOUT	
DRAWING DESCRIPTION	
TOWN PLAN - HIGH MAST LIGHTING LAYOUT	
FILE No.	ITEM No.
DESIGN MAURICE BOKABO	GRACE MAMBOYA
SCALE 1:3000	MAURICE BOKABO
DATE	NAME
20-12-2022	MAURICE BOKABO
DRAWING CO-ORDINATED	
SIZE	DRAWING NUMBER
A0	AX-BTLHM-EE-001
REV	B

8860 8859
9044 9017
9043 9018
9042 9019
9041 9020
9040 9021
9039 9022
9038 9023
9037 9024
9036 9025
9035 9026
9034 9027
9033 9028
9032 9029
9031 9030
8957 8958 8959
8962 8961 8960





STATISTICAL AREA 3

ELECTRICAL LEGEND

	DISTRIBUTION BOARD
 EXIST - EXISTING MH: 30.000 TSLT: 50	EXISTING 30M HIGH MAST
 NEW MH: 30.000 TSLT: 50	NEW 30M HIGH MAST
	16mmsq x 4 core cu cable installed underground

5/231

B 21/03/21 ISSUED FOR STAGE 2 APPROVAL	
A 20/12/22 ISSUED FOR STAGE 2 APPROVAL	
REVISION No	DATE
DESCRIPTION:	
REVISONS	
SIZE ON ORIGINAL DRAWING 100 mm	
CLIENT	
	
VICTOR KHANYE LOCAL MUNICIPALITY Tel: +27 13 865 6000 email: info@vilm.gov.za	
ELECTRICAL CONSULTANT	
	
AXSYS DEVELOPMENTS (PTY) LTD Tel: +27 82 061 1309 email: robin@axsys.co.za	
PROJECT	
BOTLENG HIGH MAST LIGHTING INSTALLATION	
PROJECT STAGE	
STAGE 2: CONCEPT DESIGN	
DISCIPLINE	
ELECTRICAL	
WORK DESCRIPTION - SUB DIVISION	
HIGH MAST LIGHTING LAYOUT	
DRAWING DESCRIPTION	
TOWN PLAN - HIGH MAST LIGHTING LAYOUT	
FILE No.	ITEM No.
DESIGN MAURICE BOKABO	GRACE MAMBOYA
SCALE 1:150	DRAWN MAURICE BOKABO
DATE 20-12-2022	NAME MAURICE BOKABO
RESPONSIBLE PROFESSIONAL SIGNATURE	
PR NUMBER 201470146	
DRAWING CO-ORDINATED	
SIZE A0	DRAWING NUMBER AX-BTLHM-EE-001-1
REV B	

