



**TENDER REFERENCE: EED 19-2024/25**

**TENDER FOR THE SUPPLY, DELIVERY, CONSTRUCTION, INSTALLATION, TESTING AND COMMISSIONING OF 25 METER LIGHTING SCISSOR MASTS AS AND WHEN REQUIRED FOR THE PERIOD OF 3 YEARS.**

**VOLUME 1**

**A Tender for Category 3EP or 3ME or 3CE or 3SL or higher CIDB Registered Contractors**

<b>ISSUED BY:</b>	<b>PREPARED BY:</b>
<b>The Divisional Head <u>Supply Chain Management Unit</u></b>	<b>The Group Head <u>Energy and Electricity Department</u></b>

Registered Name of Tenderer:	
Trading Name of Tenderer:	
Registration No. of Entity:	
Contact Person:	CoT Vendor No (Where Applicable):
Tel. No:	E-Mail Address:
Cell No:	Fax No:

4



Part T1: Tender Procedures

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# PORTION 1: TENDER

## PART T1: TENDER PROCEDURES

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Part T1: Tender Procedures

## **T1.1 TENDER NOTICE AND INVITATION TO TENDER**

**EED 19- 2024/25**

**CITY OF TSHWANE  
ENERGY AND ELECTRICITY DEPARTMENT**

### **TENDER FOR THE SUPPLY, DELIVERY, CONSTRUCTION, INSTALLATION, TESTING AND COMMISSIONING OF 25 METER LIGHTING SCISSOR MASTS AS AND WHEN REQUIRED FOR THE PERIOD OF 3 YEARS**

**Tenderers should have a CIDB contractor grading designation of 3 EP or 3 CE or 3 ME or 3 SL or higher**

**Tenders will be evaluated on the basis of awarding points for 90/10 Preference Points System will be applied to this tender.**

**A COMPULSORY BRIEFING SESSION with a representative of the Employer will take place in the **Princess Park electricity depot, Cafeteria hall, 01 Nina Sita street, Pretoria on 11 July 2025 at 10H00****

The closing time for receipt of bids is **10H00, 11 August 2025**

The closing time for receipt of tenders is **10H00, 11 August 2025** Tenders will be received on the closing date and time shown, must be enclosed in sealed envelopes bearing the applicable tender heading and reference number, as well as the closing time and due date, and must be addressed to the Divisional Head, SUPPLY CHAIN MANAGEMENT, PRETORIA, 0001 and must be submitted in the tender box situated at **Tshwane House, 320 Madiba Street, Pretoria, 0002**. Tenders will be opened at the latter address at the time indicated

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data

The lowest or any bid will not necessarily be accepted, and the Municipality reserves the right to accept a bid as a whole or in part

Bids must remain valid for a period of 90 days after the closing date.

**ENQUIRIES:** Representative: Japhta Makgatha  
Tel (Office): 012 358 4217  
E-Mail: [japhtama@Tshwane.gov.za](mailto:japhtama@Tshwane.gov.za)

**Johann Mettler  
CITY MANAGER**

**NOTICE 15 OF 2024/25**

Part T1: Tender Procedures

## T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in **Annexure C of Standard for Uniformity in Engineering and Construction Works Contracts (Board Notice 423 Government Gazette No 42622 of 8 August 2019)**, bound into Section T1.2

The Standard Conditions of Tender makes several references to the Tender Data. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender to which it mainly applies.

CLAUSE NUMBER	TENDER DATA
C.1.1 Actions	The Employer is <b>City of Tshwane Metropolitan Municipality</b>
C.1.2 Tender Documents	<p>Volume 1: <u>Tender Document</u></p> <p><b>THE TENDER</b></p> <p><b>Part T1: Tendering Procedures</b></p> <p>T1.1 – Tender Notice and Invitation to Tender</p> <p>T1.2 – Tender data</p> <p>T1.2 – Standard Conditions of Tender</p> <p><b>Part T2: Returnable documents</b></p> <p>T2.1 – List of returnable documents</p> <p>T2.2 – Returnable schedules</p> <p><b>THE CONTRACT</b></p> <p><b>Part C1: Agreements and contract data</b></p> <p>C1.1 – Form of offer and acceptance</p> <p>C1.2 – Contract data</p> <p><b>Part C3: Scope of work</b></p> <p>C3 – Scope of work</p> <p>ANNEXURES</p>
C.1.3 Interpretation	<b>Add</b> the following new clause:
C.1.3.4	<i>The tender documents have been drafted in English. The contract arising from the invitation to tender shall be interpreted and construed in English</i>
C.1.4 Communication and Employer's Agent	<p>Agent: <b>Japhta Makgatha</b></p> <p>Tel (Office): <b>012 358 4217</b></p> <p>E-Mail: <a href="mailto:japhtama@tshwane.gov.za">japhtama@tshwane.gov.za</a></p> <p><b>Supply Chain Official:</b> Mulondi Rasekgala (012 358 6636 or <a href="mailto:mulondin@tshwane.gov.za">mulondin@tshwane.gov.za</a>)</p>
C.2.1 Eligibility	<p>It is a mandatory requirement that tenderers must submit the following:</p> <p>Only those tenderers who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a contract grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 3EP or 3CE or 3ME or 3SL <b>or higher class of construction work</b>, are eligible to submit tenders.</p>

Part T1: Tender Procedures

CLAUSE NUMBER	TENDER DATA
	<p>Joint Ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> <li>every member of a joint venture is registered with the CIDB within 10 days of the closing date of tenderers;</li> <li>the lead partner has a contractor grading designation in the <b>2 <u>or higher class of construction work</u></b>; and</li> </ol> <p>The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor designation in accordance with the sum tendered for a <b>3 <u>or higher class of construction work</u></b> or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations.</p>
C.2.2	<p>Cost of Tendering</p> <p>The employer <b>will not</b> compensate the tenderer for any costs incurred in attending interviews or making any submissions in the office of the employer.</p>
C.2.7	<p>Clarification meeting</p> <p>The arrangements for a <b>compulsory</b> clarification meeting are as stated in the tender notice and invitation to tender.</p> <p>Confirmation of attendance will be recorded on site in the attendance register to be signed by all tenderers. Addenda will be issued to and tenders received from those tendering entities appearing on the attendance register.</p> <p>Tender documents will not be made available at the clarification meeting</p>
C.2.8	<p>Seek clarification</p> <p><b>Replace</b> the clause with the following:</p> <p><i>Request clarification of the tender documents, if necessary, by notifying the employer at least <b>7 (seven) working days</b> before the closing time stated in the tender data.</i></p> <p>The document is downloadable on the National Treasury website (<a href="http://www.etenders.gov.za">www.etenders.gov.za</a>) and City of Tshwane website (<a href="http://www.tshwane.gov.za">www.tshwane.gov.za</a>)</p>
C.2.9	<p>Insurance</p> <p><b>Add</b> the following to the clause</p> <p>Be aware that the extent of insurance to be provided by the Employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.</p>
C.2.12	<p>Alternative offers</p> <p>No alternative tender offers will be considered.</p>
C.2.13	<p>Submitting a tender offer</p> <ul style="list-style-type: none"> <li>The tender offer <b>shall be completed in non-erasable black ink</b></li> <li>Any entry made by the tenderer in the document which the tenderer desires to change, <b>shall not be erased or painted out</b>. A line shall be drawn through the incorrect entry and the correct entry shall be written above in <b>non-erasable black ink</b> and the <b>full signature</b> of the tenderer shall be placed next to the correction.</li> </ul> <p>C.2.13.3</p> <p>Parts of each tender offer communicated on paper shall be submitted as <b>an original tender Document and a scanned copy in USB</b></p> <p>Each tenderer is required to submit the <b>fully completed and signed</b> tender submission document, attached to the original tender submission documents, adequately identifiable as belonging to the tenderer.</p>

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CLAUSE NUMBER	TENDER DATA
	<p>Each tenderer is required to submit the <u>fully completed and signed</u> tender submission document, attached to the original tender submission documents, adequately identifiable as belonging to the tenderer.</p>
C.2.13.4	<p><b>Add</b> the following to the clause</p> <p><i>Only authorised signatories may sign the original and all copies of the tender offer where required.</i></p> <p><i>In the case of a <b>ONE-PERSON CONCERN</b> submitting a tender, this shall be clearly stated.</i></p> <p><i>In the case of a <b>COMPANY</b> submitting a tender, include a copy of a <b>resolution by its board of directors</b> authorising a director or other official of the company to sign the documents on behalf of the company.</i></p> <p><i>In the case of a <b>CLOSE CORPORATION</b> submitting a tender, include a copy of a <b>resolution by its members</b> authorising a member or other official of the corporation to sign the documents on each member's behalf.</i></p> <p><i>In the case of a <b>PARTNERSHIP</b> submitting a tender, <b>all the partners</b> shall sign the documents, unless one partner or a group of partners has been authorised to sign on behalf of each partner, in which case <b>proof of such authorisation</b> shall be included in the Tender.</i></p> <p><i>In the case of a <b>JOINT VENTURE/CONSORTIUM</b> submitting a tender, include <b>a resolution of each company</b> of the joint venture together with a <b>resolution by its members</b> authorising a member of the joint venture to sign the documents on behalf of the joint venture.</i></p> <p><b><u>Accept that failure to submit proof of authorisation to sign the tender shall result in the tender offer being regarded as non-responsive.</u></b></p>
C.2.13.5	<p>The identification details are:</p> <p><b>Tender Reference:</b> EED 19- 2024/25</p> <p><b>Tender Description:</b> TENDER FOR THE SUPPLY, DELIVERY, CONSTRUCTION, INSTALLATION, TESTING AND COMMISSIONING OF 25 METER LIGHTING SCISSOR MASTS AS AND WHEN REQUIRED FOR THE PERIOD OF 3 YEARS</p> <p>Each tender shall be enclosed in a sealed envelope, bearing the correct identification details and shall be submitted (HAND DELIVERED) at:</p> <p><b>Supply Chain Management Tshwane House 320 Madiba Street Pretoria CBD 0002</b></p> <p>Please note that the tender box is open 24 hours Please ensure that all required compliance documents are included upon submission as no additional documents will be requested from bidders after closing.</p>
C.2.13.9	<p><b>Telephonic, telegraphic, telex, facsimile or e-mailed offers will <u>not</u> be accepted.</b></p>
C.2.13.10	<p><b>Add</b> the following sub- clause C.2.13.10:</p>

Part T1: Tender Procedures

CLAUSE NUMBER	TENDER DATA
	<p><i>Accept that all conditions, which are printed or written upon any stationery used by the Tenderer for the purpose of or in connection with the submission of a tender offer for this Contract, which are in conflict with the conditions laid down in this document shall be waived, renounced and abandoned.</i></p>
<p>C.2.14 Information and data to be completed in all respects</p>	<p><b>Add</b> the following to the clause:</p> <p><i>The Tenderer is required to enter information in the following sections of the document:</i></p> <p><i>Section T2 : Returnable Schedules</i>  <i>Section C1 : Form of Offer and Acceptance</i>  <i>Section C1 : Contract Data</i>  <i>Section C3 : Price Schedule</i></p> <p><i>The above sections shall be signed by the Tenderer (and witnesses where required). Individual pages should only be initialled by the successful Tenderer and by the witnesses after acceptance by the Employer of the Tender Offer.</i></p> <p><i>The Tenderer shall complete and sign the Form of Offer prior to the submission of a Tender Offer.</i></p> <p><i>The Schedule of Deviations (if applicable) shall be signed by the successful Tenderer after acceptance by the Employer of the Tender Offer.</i></p> <p><i>Accept that failure on the part of the Tenderer to submit any one of the Returnable Documents listed in Part T2 – Returnable Documents within the period stipulated, shall be just cause for the Employer to consider the tender offer as being regarded as non-responsive.</i></p> <p><i>Accept that the Employer shall in the evaluation of tender offers take due account of the Tenderer’s past performance in the execution of similar engineering works of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the Works successfully within the contract period. Satisfy the Employer and the Engineer as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, and furnish details in Part T2 – Returnable Documents.</i></p>
<p>C.2.15 Closing time</p>	<p>The closing time for submission of tender offers is stated in the tender notice and invitation to tender.</p>
<p>C.2.16 Tender offer validity</p>	<p>The tender offer validity period is <b>90 days</b>.</p>
<p>C.2.16.5</p>	<p><b>Add</b> the following new clause</p> <p><i>If the tender validity period expires on a Saturday, Sunday or public holiday, the tender offer shall remain valid and open for acceptance until closure of business on the following working day.</i></p>
<p>C.2.16.6</p>	<p><b>Add</b> the following new clause:</p> <p><i>Accept that should the Tenderer unilaterally withdraw his tender during the tender validity period, the Employer shall, without prejudice to any other rights he may have, be entitled to accept any less favourable tender for the Works from those received, or to call for fresh tenders, or to otherwise arrange for execution of the Works, and the Tenderer shall pay on demand any additional expense incurred by the Employer on account of the adoption of the said courses, as well as either the difference in cost between the tender withdrawn (as corrected in terms of clause 3.9 of the Conditions of Tender) and any less favourable tender accepted by the Employer, or the difference between the tender withdrawn (as corrected) and the cost of execution of the Works by the Employer as well as any other amounts the Employer may have to pay to have the Works completed</i></p>
<p>C.2.18 Provide other material</p>	<p>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 labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.</p>

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CLAUSE NUMBER	TENDER DATA
C.2.19 Inspections, tests and analysis	<b>Add</b> the following at the end of the clause:  <i>....or upon written request.</i>
C.2.20 Submit securities, bonds, policies, etc.	The tenderer is required to submit with his tender proof of his Professional Indemnity Insurance.
C.2.23 Certificates	Refer to <b>Part T2</b> of this procurement document for a list of the documents that are to be returned with the tender.
C.2.24 <i>Canvassing and obtaining of additional information by tenderers</i>	<i>The Tenderer shall not make any attempt either directly or indirectly to canvass any of the Employer's officials or the Project Coordinator or Deputy Directors (Regional Project Managers)/ Employer's Agent in respect of his tender, after the opening of the tenders but prior to the Employer arriving at a decision thereon.</i>  <i>The Tenderer shall not make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders</i>
C.2.25 <i>Prohibitions on awards to persons in service of the state</i>	<b>Add</b> the following new clause  <i>The Employer is prohibited to award a tender to a person -</i> a) <i>who is in the service of the state; or</i> b) <i>if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or</i> c) <i>a person who is an advisor or consultant contracted with the municipality or municipal entity.</i>  <b><i>In the service of the state means to be -</i></b> a) <i>a member of:-</i> <ul style="list-style-type: none"><li><i>• any municipal council;</i></li><li><i>• any provincial legislature; or</i></li><li><i>• the National Assembly or the National Council of Provinces;</i></li></ul> b) <i>a member of the board of directors of any municipal entity;</i> c) <i>an official of any municipality or municipal entity;</i> d) <i>an employee of any national or provincial department;</i> e) <i>provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);</i> f) <i>a member of the accounting authority of any national or provincial public entity; or</i> g) <i>an employee of Parliament or a provincial legislature.</i>  In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed
C.2.26 <i>Awards to close family members of persons in the service of the state</i>	<b>Add</b> the following new clause  <i>Accept that the notes to the Employer's annual financial statements must disclose particulars of any award of more than R2000 to a person who is a spouse, child or parent of a person in the service of the state (defined in clause F2.25), or has been in the service of the state in the previous twelve months, including -</i> a) <i>the name of that person;</i> b) <i>the capacity in which that person is in the service of the state; and</i> c) <i>the amount of the award.</i>  In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.

Part T1: Tender Procedures

CLAUSE NUMBER	TENDER DATA
<p>C.2.27 Vendor registration</p>	<p><b>Add</b> the following new clause</p> <p><i>The contractor will be required to register as a supplier/ service provider on the City of Tshwane’s vendor register before any payment can be done.</i></p> <p><i>If the tenderer is already registered as a vendor, it is required to record the vendor number in space provided on the cover page of this Tender document.</i></p> <p><i>Vendor registration documents are available from the Procurement Advice Centre or can be downloaded from: <a href="https://www.tshwane.gov.za/sites/business/RegistrationofSuppliers/pages/registration-of-suppliers.aspx">https://www.tshwane.gov.za/sites/business/RegistrationofSuppliers/pages/registration-of-suppliers.aspx</a></i></p> <p><i>All parties of a joint venture or consortium submitting a tender shall comply with the requirements of this clause.</i></p>
<p>C.2.28 Tax</p>	<p><b>Add</b> the following new clause</p> <p><b>National Treasury SCM Instruction no. 7 of 2017/18 clause 4 application during SCM Processes state that:</b></p> <p><i>The designated official(s) must verify the tenderer’s tax compliance status prior to the finalisation of the award of the tender or price quotation.</i></p> <p><i>Where the recommended tenderer is not tax compliant, the tenderer should be notified of their non-compliant status and the tenderer must be requested to submit to the municipality or municipal entity, within 7 working days, written proof from South African Revenue Services of their tax compliance status or proof from SARS that they have made an arrangement to meet their outstanding tax obligations. The proof of tax compliance status submitted by the tenderer to the municipality or municipal entity must be verified via the Central Supplier Database or eFiling</i></p> <p><i>Accept that the tenderer will be rejected if such tenderer fails to provide proof of tax compliance status in terms of clause 4.2 of National Treasury SCM Instruction no. 7 of 2017/18</i></p>
<p>C.3.1 Respond to requests from the tenderer</p> <p>C.3.1.1</p>	<p>The employer will respond to requests for clarification up to 7 <b>(seven) working days</b> before the tender closing time.</p>
<p>C.3.4 Opening of tender submissions</p>	<p>Upon request tenders will be opened immediately after the closing time for tenders. Bidders are also requested to refer to the City’s website where there closing register will be published</p>
<p>C.3.11 Evaluation of tender offers</p>	<p>The tender will be evaluated in 4 stages namely:</p> <p>Stage 1: Administrative compliance                  Stage 2: Mandatory requirements                  Stage 3: Functionality Criteria                  Stage 4: Preference Points System</p>
<p>C.3.11.1 General</p>	<p>Method 2 will be used to evaluate all responsive tender offers in terms of Clause C.3.11.2 of the Standard Conditions of Tender</p> <p>Add the following new clause:</p>

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CLAUSE NUMBER	TENDER DATA																	
	<p><b>1. STAGES OF EVALUATION</b></p> <p>This bid will be evaluated in four evaluation stages namely:</p> <ul style="list-style-type: none"> <li>• Stage 1: Administrative compliance</li> <li>• Stage 2: Mandatory requirements</li> <li>• Stage 3: Functionality Criteria</li> <li>• Stage 4: Preference Points System</li> </ul> <p><b>1.1 ADMINISTRATIVE COMPLIANCE</b></p> <p>Bidders shall be evaluated for administrative compliance as requested by the City of Tshwane’s Supply Chain Management requirements.</p> <table border="1" data-bbox="405 846 1509 2072"> <thead> <tr> <th data-bbox="405 846 946 943">Compulsory Returnable Documentation (Submission of these are compulsory)</th> <th data-bbox="951 846 1137 943">Submitted (YES or NO)</th> <th data-bbox="1142 846 1509 943">Checklist (Guide for Bidder and the Bid Evaluation Committee)</th> </tr> </thead> <tbody> <tr> <td data-bbox="405 949 946 1182">                     a) To enable The City to verify the bidder’s tax compliance status, the bidder must provide;                     <ul style="list-style-type: none"> <li>• Tax compliance status PIN.</li> <li>or</li> <li>• Central Supplier Database (CSD)</li> </ul> </td> <td data-bbox="951 949 1137 1182"></td> <td data-bbox="1142 949 1509 1182">Tax status must be compliant before the award.</td> </tr> <tr> <td data-bbox="405 1189 946 1308">                     b) A copy of their Central Supplier Database (CSD) registration; or indicate their Master Registration Number / CSD Number;                 </td> <td data-bbox="951 1189 1137 1308"></td> <td data-bbox="1142 1189 1509 1308">CSD must be valid.</td> </tr> <tr> <td data-bbox="405 1314 946 1675">                     c) Confirmation that the bidding company’s rates and taxes are up to date: Original or copy of Municipal Account Statement of the Bidder (bidding company) not older than 3 months and account must not be in arrears for more than ninety (90) days; or ,signed lease agreement or In case of bidders located in informal settlement, rural areas or areas where they are not required to pay Rates and Taxes a letter from the local councillor confirming they are operating in that area                 </td> <td data-bbox="951 1314 1137 1675"></td> <td data-bbox="1142 1314 1509 1675">Was a Municipal Account Statement or landlord letter provided for the bidding company? The name and / or addresses of the bidder’s statement correspond with CIPC document, Address on CSD or Company profile? Are all payment(s) up to date (i.e. not in arrears for more than 90 days?</td> </tr> <tr> <td data-bbox="405 1682 946 2072">                     d) In addition to the above, confirmation that all the bidding company’s owners / members / directors / major shareholders rates and taxes are up to date: • Original or copy of Municipal Account Statement of all the South African based owners / members / directors / major shareholders not older than 3 months and the account/s may not be in arrears for more than ninety (90) days; or a signed lease agreement of owners / members / directors / major shareholders or In case of bidders located in informal settlement, rural areas or                 </td> <td data-bbox="951 1682 1137 2072"></td> <td data-bbox="1142 1682 1509 2072">Was a Municipal Account Statement or landlord letter provided for the bidding company? 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CLAUSE NUMBER	TENDER DATA		
	<p>areas where they are not required to pay Rates and Taxes a letter from the local councillor confirming they are residing in that area</p>		
	<p>e) Duly Signed and completed MBD forms (MBD 1, 4, 5, 8 and 9) The person signing the bid documentation must be authorized to sign on behalf of the bidder. Where the signatory is not a Director / Member / Owner / Shareholder of the company, an official letter of authorization or delegation of authority should be submitted with the bid document.</p> <p>NB: Bidders must ensure that the directors, trustees, managers, principal shareholders, or stakeholders of this company, declare any interest in any other related companies or business, whether or not they are bidding for this contract. <u>See Question 3.14 of MBD 4. Failure to declare interest will result in a disqualification</u></p>		<p>All documents fully completed (i.e. no blank spaces)? All documents fully signed by (any director / member / trustee as indicated on the CIPC document, alternatively a delegation of authority would be required? Documents completed in black ink (i.e. no "Tippex" corrections, no pencil, no other colour ink, or non-submission of the MBD forms, will be considered)?</p>
	<p>f) Audited Financial Statements for the most recent three (3) years or Audited Financial Statements from date of existence for companies less than three years old.</p> <p>NB: The bidder must submit signed audited annual financial statements for the most recent three years, or if established for a shorter period, submit audited annual financial statements from date of establishment.</p> <p>If the bidder is not required by law to prepare signed annual financial statements for auditing purposes, then the bidder must submit proof that the bidder is not required by law to prepare audited financial statements.</p>		<p>Applicable for tenders above R10m in conjunction with MBD 5)</p> <p>Are Audited financial statements provided (Audited financials must be signed by auditor) Or proof that the bidder is not required by law to prepare audited financial statements.</p>
	<p>g) Joint Ventures (JV) – (Only applicable when the bidder tenders as a joint venture) Where the bidder bids as a joint venture (JV), the required or relevant documents as per (a) to (f) above must be provided for all JV parties. In addition to the above the bidder must submit a Joint Venture (JV) agreement signed by the relevant parties.</p> <p>NB: It is a condition of this bid that the successful bidder will continue with the same Joint Venture (JV) for the duration of the contract unless prior approval is obtained from the City.</p>		<p>If applicable. JV agreement provided? JV agreement complete and relevant? Agreement signed by all parties? All required documents as per (i.e. a to f) must be provided for all partners of the JV.</p>
	<p>h) Bidder attended a compulsory briefing session where applicable</p>		<p>A compulsory briefing register must be signed by the bidder.</p>

Part T1: Tender Procedures

CLAUSE NUMBER	TENDER DATA	
	<p>f) Pricing schedule (All items must be quoted for in pricing schedule and if not, all items are quoted the bidder will be disqualified). Unless the tender is awarded per item or per section where the bidder only quoted the items or sections, they are interested in.</p>	<p>Bidders will be disqualified should they fail to attend compulsory briefing session</p> <p>Incomplete pricing schedule results in totals being incomparable. Bidder must be disqualified.</p> <p>Bidder will be disqualified should they make corrections on the price schedule without attaching a signature or initialising thereto.</p> <p>Bidder will be disqualified should they use tippex/ correction ink, on the price schedule.</p>
<p><b>1.2 MANDATORY REQUIREMENTS</b></p> <p>The following documents must be submitted with the tender.</p> <ul style="list-style-type: none"> <li>a) The mast design approved by an ECSA registered professional engineer.</li> <li>b) A detailed drawing of the mast in the operational and lowered state approved by ECSA registered Engineer/Technologist.</li> <li>c) Details of ECSA registered Engineer/Technologist (Geotechnical and structural) (Technical schedule A and B) and ECSA registration certificates.</li> <li>d) Project leader qualification (B-Tech or higher qualification: Civil or Mechanical or structural or Electrical engineering)</li> <li>e) Test Technician qualification (Qualified artisan (Trade test certificate) or National Diploma or higher qualification: (Civil or Mechanical or structural or Electrical engineering.</li> <li>f) Installation and construction specialist (N-Dip: Electrical/civil/structural/mechanical Engineering or higher qualifications or Qualified artisan (Trade test certificate)</li> <li>g) Copy of SANS 475 test reports and photometric datasheet of LED luminaire offered.</li> <li>h) Safety officer (Registration with South African Council for the Project and Construction Management Professions (SACPCMP). Submit Valid Certified Copy)</li> <li>i) Submit proof of CIDB grading, any of the following grading or higher: 3EP or 3ME or 3SL or 3CE.</li> </ul>		

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CLAUSE NUMBER	TENDER DATA																																																																																		
	<p>Failure to comply with the mandatory requirements shall disqualify the tenderer from further evaluation.</p> <p><b>1.3 FUNCTIONALITY CRITERIA</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 40%;">CRITERIA</th> <th style="width: 20%;">SUB-CRITERIA</th> <th style="width: 5%;">SCALE</th> <th style="width: 5%;">WEIGHT</th> <th style="width: 10%;">HIGH POSSIBLE SCORE</th> </tr> </thead> <tbody> <tr> <td>1</td> <td rowspan="3">                     Relevant Experience of Company: i.e. supply, delivery, installation, testing and commissioning of lighting masts (years of relevant experience).                      Copies of testimonials or signed reference letters from the clients in company letterhead to be attached.                 </td> <td>1 – 2 years</td> <td>1</td> <td rowspan="3">8</td> <td rowspan="3">40</td> </tr> <tr> <td></td> <td>Above 2 years – 5 years</td> <td>3</td> </tr> <tr> <td></td> <td>Above 5 years</td> <td>5</td> </tr> <tr> <td>2</td> <td colspan="5">Experience of key staff:</td> </tr> <tr> <td></td> <td rowspan="3">Project Leader: Attach CV's indicating years of experience</td> <td>1 years</td> <td>1</td> <td rowspan="3">5</td> <td rowspan="3">15</td> </tr> <tr> <td></td> <td>Above 1-2 years</td> <td>2</td> </tr> <tr> <td></td> <td>Above 2 years</td> <td>3</td> </tr> <tr> <td></td> <td rowspan="3">Test Technician Leader: Attach CV's indicating years of experience</td> <td>1 years</td> <td>1</td> <td rowspan="3">5</td> <td rowspan="3">15</td> </tr> <tr> <td></td> <td>Above 1-2 years</td> <td>2</td> </tr> <tr> <td></td> <td>Above 2 years</td> <td>3</td> </tr> <tr> <td></td> <td rowspan="3">Installation and construction specialist: Attach CV's indicating years of experience</td> <td>1 years</td> <td>1</td> <td rowspan="3">5</td> <td rowspan="3">15</td> </tr> <tr> <td></td> <td>Above 1-2 years</td> <td>2</td> </tr> <tr> <td></td> <td>Above 2 years</td> <td>3</td> </tr> <tr> <td></td> <td rowspan="3">Safety Officer. Attach CV's indicating years of experience</td> <td>1 years</td> <td>1</td> <td rowspan="3">5</td> <td rowspan="3">15</td> </tr> <tr> <td></td> <td>Above 1-2 years</td> <td>2</td> </tr> <tr> <td></td> <td>Above 2 years</td> <td>3</td> </tr> <tr> <td></td> <td colspan="4"><b>HIGHEST POSSIBLE SCORE</b></td> <td><b>100</b></td> </tr> </tbody> </table> <p>(a) The City of Tshwane reserves the right to contact references submitted by the bidder. (The City of Tshwane reserves the right to do reference check)</p> <p>(b) Bids that do not achieve a minimum score of 70 points (out of 100) for functionality will not be evaluated further and will not be considered further.</p> <p><b>1.4 PREFERENCE POINT SYSTEM</b></p> <p>The preferential point system used will be the 90/10 points system in terms of the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) Regulations 2022.</p> <ul style="list-style-type: none"> <li>• 90 points for price</li> <li>• 10 points for Specific goals</li> </ul> <p><b>Specific Goals</b></p>						CRITERIA	SUB-CRITERIA	SCALE	WEIGHT	HIGH POSSIBLE SCORE	1	Relevant Experience of Company: i.e. supply, delivery, installation, testing and commissioning of lighting masts (years of relevant experience). Copies of testimonials or signed reference letters from the clients in company letterhead to be attached.	1 – 2 years	1	8	40		Above 2 years – 5 years	3		Above 5 years	5	2	Experience of key staff:						Project Leader: Attach CV's indicating years of experience	1 years	1	5	15		Above 1-2 years	2		Above 2 years	3		Test Technician Leader: Attach CV's indicating years of experience	1 years	1	5	15		Above 1-2 years	2		Above 2 years	3		Installation and construction specialist: Attach CV's indicating years of experience	1 years	1	5	15		Above 1-2 years	2		Above 2 years	3		Safety Officer. Attach CV's indicating years of experience	1 years	1	5	15		Above 1-2 years	2		Above 2 years	3		<b>HIGHEST POSSIBLE SCORE</b>				<b>100</b>
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CLAUSE NUMBER	TENDER DATA																	
	<ul style="list-style-type: none"> <li>Bidders are required to submit supporting documents for their bids to claim the specific goal points.</li> <li>Non-compliance with specific goals will not lead to disqualification but bidders will not be allocated specific goal points. Bidders will score points out of 90 for price only and zero (0) points out of 10 for specific goals.</li> <li>Cot shall act against any bidder or person when it detects that the specific goals were claimed or obtained on a fraudulent basis.</li> </ul> <p>The specific goal for this bid is outlined below.</p> <table border="1" data-bbox="400 714 1481 2065"> <thead> <tr> <th data-bbox="405 721 887 804">Specific goals</th> <th data-bbox="892 721 1187 804">90/10 preference point system</th> <th data-bbox="1192 721 1476 804">Proof of specific goals to be submitted</th> </tr> </thead> <tbody> <tr> <td data-bbox="405 810 887 1178">                     BB-BEE score of companies                     <ul style="list-style-type: none"> <li>Level 1</li> <li>Level 2</li> <li>Level 3</li> <li>Level 4</li> <li>Level 5</li> <li>Level 6</li> <li>Level 7</li> <li>Level 8</li> <li>Non-compliant</li> </ul> </td> <td data-bbox="892 810 1187 1178"> <ul style="list-style-type: none"> <li>4 Points</li> <li>3.5 Points</li> <li>3 Points</li> <li>2.5 Points</li> <li>2 Points</li> <li>1.5 Points</li> <li>1 Point</li> <li>0.5 Points</li> <li>0 Points</li> </ul> </td> <td data-bbox="1192 810 1476 1178">                     Valid Certified copy of BBBEE certificate. Sworn Affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises or CIPC B-BBEE certificate.                 </td> </tr> <tr> <td data-bbox="405 1184 887 1361">                     EME and/ or QSE                 </td> <td data-bbox="892 1184 1187 1361">                     1 Point                 </td> <td data-bbox="1192 1184 1476 1361">                     Valid Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises or CIPC BBBEE certificate                 </td> </tr> <tr> <td data-bbox="405 1368 887 1700">                     At least 51% of Women-owned companies                 </td> <td data-bbox="892 1368 1187 1700">                     1 Point                 </td> <td data-bbox="1192 1368 1476 1700">                     Certified copy of Identity Document/s and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)                 </td> </tr> <tr> <td data-bbox="405 1706 887 2058">                     At least 51% owned companies by People with disability                 </td> <td data-bbox="892 1706 1187 2058">                     1 Point                 </td> <td data-bbox="1192 1706 1476 2058">                     Medical Certificate with doctor's details (Practice Number, Physical Address, and contact numbers) and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or                 </td> </tr> </tbody> </table>			Specific goals	90/10 preference point system	Proof of specific goals to be submitted	BB-BEE score of companies <ul style="list-style-type: none"> <li>Level 1</li> <li>Level 2</li> <li>Level 3</li> <li>Level 4</li> <li>Level 5</li> <li>Level 6</li> <li>Level 7</li> <li>Level 8</li> <li>Non-compliant</li> </ul>	<ul style="list-style-type: none"> <li>4 Points</li> <li>3.5 Points</li> <li>3 Points</li> <li>2.5 Points</li> <li>2 Points</li> <li>1.5 Points</li> <li>1 Point</li> <li>0.5 Points</li> <li>0 Points</li> </ul>	Valid Certified copy of BBBEE certificate. Sworn Affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises or CIPC B-BBEE certificate.	EME and/ or QSE	1 Point	Valid Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises or CIPC BBBEE certificate	At least 51% of Women-owned companies	1 Point	Certified copy of Identity Document/s and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)	At least 51% owned companies by People with disability	1 Point	Medical Certificate with doctor's details (Practice Number, Physical Address, and contact numbers) and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or
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CLAUSE NUMBER	TENDER DATA		
	At least 51% owned companies by Youth	1 Point	any other proof of ownership Certified copy of Identity Document/s and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)
	Local Economic Participation <ul style="list-style-type: none"> <li>• City of Tshwane</li> <li>• Gauteng</li> <li>• National</li> </ul>	2 Points 1 Point 1 Point	Municipal Account statement/Lease agreement.
	<p>For points to be allocated as per above the tenderers will be required to submit proof of documentation as evidence for claims made. Any tenderer that does not submit evidence as stated in the bid document to claim applicable points will be allocated zero points.</p> <ul style="list-style-type: none"> <li>• The City of Tshwane reserve the right to make a counteroffer process and the City of Tshwane prices shall be final.</li> </ul>		
C.3.13 Acceptance of Tender Offer	<p>Tender offers will only be accepted if:</p> <ol style="list-style-type: none"> <li>a.) the tenderer has complied in full with the all eligibility criteria;</li> <li>b.) the tenderer is able to provide proof of tax compliance status in terms of clause 4.2 of National Treasury SCM Instruction no. 7 of 2017/18;</li> <li>c.) the tenderer is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges;</li> <li>d.) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</li> <li>e.) the tenderer has not:                             <ol style="list-style-type: none"> <li>i) abused the Employer’s Supply Chain Management System; or</li> <li>ii) failed to perform on any previous contract and has been given a written notice to this effect.</li> </ol> </li> <li>f.) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer’s ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract;</li> <li>g.) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer.</li> </ol>		

Part T1: Tender Procedures

CLAUSE NUMBER	TENDER DATA
C.3.17 Copies of Contract	<b>One</b> signed copy of contract shall be provided by the Employer to the successful Tenderer.

## T1.3 STANDARD CONDITIONS OF TENDER

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**C.3.18**      **Provide written reasons for actions taken ..... 28**

## Part T1: Tender Procedures

### C.1 General

#### C.1.1 Actions

**C.1.1.1** The Employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

**C.1.1.2** The Employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the Employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

**Note:** 1) *A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.*

2) *Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.*

**C.1.1.3** The Employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

#### C.1.2 Tender Documents

The documents issued by the Employer for the purpose of a tender offer are listed in the tender data.

#### C.1.3 Interpretation

**C.1.3.1** The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

**C.1.3.2** These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

**C.1.3.3** For the purposes of these conditions of tender, the following definitions apply:

a) **conflict of interest** means any situation which:

- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
- ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
- iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.

b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;

c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the Employer or his staff or agents in the tender process;

## Part T1: Tender Procedures

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- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the Employer, including collusive practices intended to establish prices at artificial levels;

### **C.1.4 Communication and Employer's agent**

Each communication between the Employer and a tenderer shall be to or from the Employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The Employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the Employer's agent are stated in the tender data.

### **C.1.5 Cancellation and re-invitation of tenders**

**C.1.5.1** An organ of state may, prior to the award of the tender, cancel the tender if-

- (a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or
- (b) funds are no longer available to cover the total envisaged expenditure;
- (c) no acceptable tenders are received; or
- (d) there is a material irregularity in the tender process.

**C.1.5.2** The decision to cancel the tender must be published in the same manner in which the original tender invitation was advertised.

**C.1.5.3** An Employer may only with the prior approval of the relevant treasury cancel a tender invitation for a second time.

### **C.1.6 Procurement procedures**

#### **C.1.6.1 General**

Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

#### **C.1.6.2 Competitive negotiation procedure**

**C.1.6.2.1** Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the Employer shall announce only the names of the tenderers who make a submission. The requirements of C.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

**C.1.6.2.2** All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.2.17, the Employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

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**C.1.6.2.3** At the conclusion of each round of negotiations, tenderers shall be invited by the Employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

**C.1.6.2.4** The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.

### **C.1.6.3 Proposal procedure using the two stage-system**

#### **C.1.6.3.1 Option 1**

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The Employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

#### **C.1.6.3.2 Option 2**

**C.1.6.3.2.1** Tenderers shall submit in the first stage only technical proposals. The Employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

**C.1.6.3.2.2** The Employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

## **C.2 Tenderer's obligations**

### **C.2.1 Eligibility**

**C.2.1.1** Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with Employer.

**C.2.1.2** Notify the Employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the Employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the Employer's written approval to do so prior to the closing time for tenders.

**C.2.1.3** Only those tenderers who can submit all mandatory requirements under Form RD.D.1 are eligible to submit a tender.

### **C.2.2 Cost of tendering**

**C.2.2.1** Accept that, unless otherwise stated in the tender data, the Employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

**C.2.2.2** The cost of the tender documents charged by the Employer shall be limited to the actual cost incurred by the Employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

### **C.2.3 Check documents**

Check the tender documents on receipt for completeness and notify the Employer of any discrepancy or omission.

### **C.2.4 Confidentiality and copyright of documents**

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Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the Employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

### **C.2.5 Reference documents**

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

### **C.2.6 Acknowledge addenda**

Acknowledge receipt of addenda to the tender documents, which the Employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

### **C.2.7 Clarification meeting**

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

### **C.2.8 Seek clarification**

Request clarification of the tender documents, if necessary, by notifying the Employer at least five (5) working days before the closing time stated in the tender data.

### **C.2.9 Insurance**

Be aware that the extent of insurance to be provided by the Employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

### **C.2.10 Pricing the tender offer**

**C.2.10.1** Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

**C.2.10.2** Show VAT payable by the Employer separately as an addition to the tendered total of the prices.

**C.2.10.3** Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

**C.2.10.4** State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

### **C.2.11 Alterations to documents**

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the Employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

### **C.2.12 Alternative tender offers**

**C.2.12.1** Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a

## Part T1: Tender Procedures

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schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

- C.2.12.2** Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the Employer.
- C.2.12.3** An alternative tender offer may only be considered in the event that the main tender is the winning tender.
- C.2.13** **Submitting a tender offer**
- C.2.13.1** Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.
- C.2.13.2** Return all returnable documents to the Employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
- C.2.13.3** Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the Employer.
- C.2.13.4** Sign the original and all copies of the tender offer where required in terms of the tender data. The Employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the Employer shall hold liable for the purpose of the tender offer.
- C.2.13.5** Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the Employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- C.2.13.6** Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the Employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- C.2.13.7** Seal the original tender offer and copy packages together in an outer package that states on the outside only the Employer's address and identification details as stated in the tender data.
- C.2.13.8** Accept that the Employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- C.2.13.9** Accept that tender offers submitted by facsimile or e-mail will be rejected by the Employer, unless stated otherwise in the tender data.
- C.2.14** **Information and data to be completed in all respects**
- Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the Employer as non-responsive.
- C.2.15** **Closing time**
- C.2.15.1** Ensure that the Employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

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**C.2.15.2** Accept that, if the Employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

### **C.2.16 Tender offer validity**

**C.2.16.1** Hold the tender offer(s) valid for acceptance by the Employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

**C.2.16.2** If requested by the Employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

**C.2.16.3** Accept that a tender submission that has been submitted to the Employer may only be withdrawn or substituted by giving the Employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the Employer evaluating tender, the Contractor reserves the right to review the price based on Consumer Price Index (CPI).

**C.2.16.4** Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".

### **C.2.17 Clarification of tender offer after submission**

Provide clarification of a tender offer in response to a request to do so from the Employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

**Note:** *Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.*

### **C.2.18 Provide other material**

**C.2.18.1** Provide, on request by the Employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the Employer for the purpose of a full and fair risk assessment.

Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the Employer's request, the Employer may regard the tender offer as non-responsive.

**C.2.18.2** Dispose of samples of materials provided for evaluation by the Employer, where required.

### **C.2.19 Inspections, test and analysis**

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

### **C.2.20 Submit securities, bonds and policies**

If requested, submit for the Employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

### **C.2.21 Check final draft**

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Check the final draft of the contract provided by the Employer within the time available for the Employer to issue the contract.

### **C.2.22 Return of other tender documents**

If so instructed by the Employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

### **C.2.23 Certificates**

Include in the tender submission or provide the Employer with any certificates as stated in the tender data.

## **C.3 The Employer's undertakings**

### **C.3.1 Respond to requests from the tenderer**

**C.3.1.1** Unless otherwise stated in the Tender Data respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

**C.3.1.2** Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

### **C.3.2 Issue addenda**

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

### **C.3.3 Return late tender offers**

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

### **C.3.4 Opening of tender submissions**

**C.3.4.1** Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

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- C.3.4.2** Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.
- C.3.4.3** Make available the record outlined in C.3.4.2 to all interested persons upon request.
- C.3.5 Two-envelope system**
- C.3.5.1** Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.
- C.3.5.2** Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.
- C.3.6 Non-disclosure**
- Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.
- C.3.7 Grounds for rejection and disqualification**
- Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.
- C.3.8 Test for responsiveness**
- C.3.8.1** Determine, after opening and before detailed evaluation, whether each tender offer properly received:
- complies with the requirements of these Conditions of Tender,
  - has been properly and fully completed and signed, and
  - is responsive to the other requirements of the tender documents.
- C.3.8.2** A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:
- detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
  - significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
  - affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.
- Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

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### **C.3.9      Arithmetical errors, omissions and discrepancies**

**C.3.9.1**      Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

**C.3.9.2**      Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
  - i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
  - ii) the summation of the prices.

**C.3.9.3**      Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

**C.3.9.4**      Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

### **C.3.10      Clarification of a tender offer**

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

### **C.3.11      Evaluation of tender offers**

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the Employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require Employers to conduct the process of offer and acceptance in terms of a set of standard procedures

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<b>The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:</b>	
<b>Requirement</b>	<b>Qualitative interpretation of goal</b>
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

**The activities associated with evaluating tender offers are as follows:**

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

**C.3.11.1 General**

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

**C.3.12 Insurance provided by the Employer**

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the Employer to provide.

Be aware that the extent of insurance to be provided by the Employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

**C.3.13 Acceptance of tender offer**

Accept the tender offer, if in the opinion of the Employer, it does not present any unacceptable commercial risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the Employer's procurement,

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- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the Employer, to perform the contract free of conflicts of interest.

### **C.3.14 Prepare contract documents**

**C.3.14.1** If necessary, revise documents that shall form part of the contract and that were issued by the Employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the Employer and the successful tenderer.

**C.3.14.2** Complete the schedule of deviations attached to the form of offer and acceptance, if any.

### **C.3.15 Complete adjudicator's contract**

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

### **C.3.16 Registration of the award**

An Employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the CIDB Register of Projects.

**C.3.16.2** After the successful tenderer has been notified of the Employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

### **C.3.17 Provide copies of the contracts**

Provide to the successful tenderer the number of copies stated in the tender data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

### **C.3.18 Provide written reasons for actions taken**

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

# PART T2: RETURNABLE DOCUMENTS

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## T2.1 LIST OF RETURNABLE DOCUMENTS

### RD.A RETURNABLE DOCUMENTS FOR TENDER EVALUATION PURPOSES

**Note:** *Failure to submit the applicable documents will result in the tender offer being disqualified from further consideration*

Document Name	Reference	Confirmation of Document Included (Tenders may use this column to confirm documents have been completed and included in the tender)
Form of offer and acceptance	Section C1.1	
Compulsory Enterprise Questionnaire	Form RD.A.1	
<b>MBD 4:</b> Declaration of interest in tender of persons in service of state	Form RD.A.2	
<b>MBD 8:</b> Declaration of tenderer's past supply chain management practices	Form RD.A.3	
Tax Clearance Certificate Requirements	Form RD.A.4	

### RD.B RETURNABLE DOCUMENTS REQUIRED FOR PREFERENTIAL PROCUREMENT EVALUATION PURPOSES

**Note:** *Failure to submit the applicable documents will result in the tender offer being awarded 0 (zero) preference points*

Document Name	Reference	Confirmation of Document Included (Tenders may use this column to confirm documents have been completed and included in the tender)
Valid B-BBEE Status Level of Contributor Certificate		
MBD 6.1: Preference points claim form in terms of the Preferential Procurement Regulations, 2022	Form RD.B.1	
Valid B-BBEE Status Level of Contributor Certificate	Form RD.B.2	
B-BBEE Exempted Micro Enterprise – Sworn Affidavit	Form RD.B.3	
Promotion of local enterprises (Local Economic Participation)	Form RD.B.4	
Certified copy of Identity Document/s proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)	Form RD.B.5	
Medical Certificate with doctor's details (Practice Number, Physical Address and contact numbers) proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)	Form RD.B.6	

**RD.C ADDITIONAL RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES**

<b>Document Name</b>	<b>Reference</b>	<b>Confirmation of Document Included</b> (Tenders may use this column to confirm documents have been completed and included in the tender)
MBD 9: Certificate of independent tender determination	RD.C.1	
Record of services provided to organs of state	RD.C.2	
Status of concern submitting tender	RD.C.3	
Classification of business	RD.C.4	
MBD 5: Declaration for procurement above R10 million (all applicable taxes included)	RD.C.5	
Certificate of authority of signatory	RD.C.6	
Certificate of authority of signatory for joint ventures and consortia	RD.C.7	
Compliance with OHSA (Act 85 of 1993)	RD.C.8	
Record of services provided to organs of state	RD.C.9	
Staff For Labour Intensive Construction Works	RD.C.10	

**RD.D RETURNABLE DOCUMENTS REQUIRED FOR QUALITY EVALUATION PURPOSES**

**Note:** *Failure to submit the applicable documents will result in the Tenderer receiving a 0 (zero) score for the applicable evaluation schedule.*

<b>Document Name</b>	<b>Reference</b>	<b>Confirmation of Document Included</b> (Tenders may use this column to confirm documents have been completed and included in the tender)
Evaluation Schedule: Tender's experience	RD.D.1	
Key Personnel	RD.D.4	
Curriculum vitae of key personnel	RD.D.5	

**RD.E OTHER DOCUMENTS THAT WILL FORM PART OF THE CONTRACT**

**Note:** *Failure to submit or fully complete the applicable documents will result in the tender offer being disqualified from further consideration*

<b>Document Name</b>	<b>Confirmation of Document Included</b> (Tenders may use this column to confirm documents have been completed and included in the tender)
The mast design approved by an ECSA registered professional engineer	
A detailed drawing of the mast in the operational and lowered state approved by ECSA registered Engineer/Technologist.	
Details of ECSA registered Engineer/Technologist (Geotechnical and structural) (Technical schedule A and B) and ECSA registration certificates.	
Project leader qualification (B-Tech or higher qualification: Civil or Mechanical or structural or Electrical engineering)	
Test Technician qualification (Qualified artisan (Trade test certificate) or National Diploma or higher qualification: (Civil or Mechanical or structural or Electrical engineering)	
Safety officer (Registration with South African Council for the Project and Construction Management Professions (SACPCMP). Submit Valid Certified Copy)	
Installation and construction specialist (N-Dip: Electrical/civil/structural/mechanical Engineering or higher qualifications or Qualified artisan (Trade test certificate)	
Copy of SANS 475 test reports and photometric datasheet of LED luminaire offered.	
Submit proof of CIDB grading, any of the following grading or higher: 3EP or 3ME or 3SL or 3CE.	

## T2.2 RETURNABLE SCHEDULES

### FORM RD.A.1 COMPULSORY ENTERPRISE QUESTIONNAIRE

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

**Section 1: Name of Enterprise:**

**Section 2: VAT registration number, if any:**

**Section 3: CIDB registration number, if any:**

**Section 4: CSD number:**

**Section 5: 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 6: Particulars of companies and close corporations**

Company registration number:

Close corporation number:

Tax reference number:

**Section 7: MBD4 issued by National Treasury must be completed for each tender and be attached as a tender requirement.**

**Section 9: MBD8 issued by National Treasury must be completed for each tender and be attached as a tender requirement.**

**Section 10: MBD9 issued by National Treasury must be completed for each tender and be attached as a tender requirement.**

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

- i) authorizes the employer to verify the tenderers tax clearance status from the South African Revenue Services that it is 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 fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; 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.

<b>Signed:</b>		<b>Date:</b>	
<b>Name:</b>		<b>Position</b>	
<i>Enterprise Name:</i>			

### DECLARATION OF INTEREST

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

<sup>1</sup> MSCM Regulations: "in the service of the state" means to be –

- (a) a member of –
  - (i) any municipal council;
  - (ii) any provincial legislature; or
  - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official 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.

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

3.9 Have you been in the service of the state for the past twelve months? **YES/NO**

3.9.1 If yes, furnish particulars. ....  
.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.10.1 If yes, furnish particulars. ....  
.....

3.11 Are you, aware of any relationship (family, friend, other) between any other 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**

3.11.1 If yes, furnish particulars. ....  
.....

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.12.1 If yes, furnish particulars. ....  
.....

3.13 Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.13.1 If yes, furnish particulars. ....  
.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. **YES / NO**

3.14.1 If yes, furnish particulars: ....  
.....

4. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	State Employee Number

.....

**Signature**

.....

**Date**

.....

**Capacity**

.....

**Name of Bidder**

**FORM RD.A.3 MBD 8: DECLARATION OF TENDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

1. This Municipal Bidding Document (MBD) must form part of all tenders 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 tender of any tenderer may be rejected if that tenderer, or any of it's directors have:
  - a. abused the municipality's/municipal entity's supply 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. wilfully 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, 2004 (Act 12 of 2004).
4. In order to give effect to the above, the following questionnaire must be completed and submitted with the tender:

Item	Question	Response	
4.1	Is the tenderer, any of it's directors listed on the National Treasurer's database as a company or persons prohibited from doing business with the public sector? <b>(Companies for persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied)</b>	<b>YES</b>  <input type="checkbox"/>	<b>NO</b>  <input type="checkbox"/>
If so, furnish particulars:			
4.2	Is the tenderer or any of it's directors listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004)? <b>(To access this register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number 012-326-5445)</b>	<b>YES</b>  <input type="checkbox"/>	<b>NO</b>  <input type="checkbox"/>
If so, furnish particulars:			
4.3	Was the tenderer 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?	<b>YES</b>  <input type="checkbox"/>	<b>NO</b>  <input type="checkbox"/>
If so, furnish particulars:			

Item	Question	Response	
4.4	Does the tenderer 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"/>
	If so, furnish particulars:		
4.5	Was any contract between the tenderer 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"/>
	If so, furnish particulars:		

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

Person authorized to sign the tender:

Full name (in BLOCK letters): \_\_\_\_\_

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

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

**FORM RD.A.4 TAX CLEARANCE CERTIFICATE REQUIREMENTS**

It is a condition of tender that the taxes of the successful tenderer must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the tenderer’s tax obligations.

1. In order to meet this requirement tenderers are required to complete in full the form TCC 001 “Application for a Tax Clearance Certificate” and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the tenderer with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. **The original Tax Clearance Certificate must be submitted together with the tender. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the tender. Certified copies of the Tax Clearance Certificate will not be acceptable.**
4. In tenders where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 “Application for a Tax Clearance Certificate” form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
6. Applications for the Tax Clearance Certificates may also be made via e-Filing. In order to use this provision, taxpayers will need to register with SARS as e-Fileers through the website [www.sars.gov.za](http://www.sars.gov.za)

<p>The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.</p> <p>Person authorized to sign the tender:</p> <p>Full name (in BLOCK letters): _____</p> <p>Signature: _____</p> <p>Date: _____</p>
---

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

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

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

**1. GENERAL CONDITIONS**

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

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

1.2 **To be completed by the organ of state**

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

- a) The applicable preference point system for this tender is the **90/10** preference point system.

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

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

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	<b>Points</b>
<b>PRICE</b>	<b>90</b>
<b>SPECIFIC GOALS</b>	<b>10</b>
<b>TOTAL POINTS FOR PRICE AND SPECIFIC GOALS</b>	<b>100</b>

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

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to

preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

- Ps = Points scored for price of tender under consideration  
 Pt = Price of tender under consideration  
 Pmax = Price of highest acceptable tender

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. 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.)**

Specific goals	90/10 preference point system	Number of points claimed (90/10 system) (To be completed by the tenderer)
BB-BEE score of companies <ul style="list-style-type: none"> <li>• Level 1</li> <li>• Level 2</li> <li>• Level 3</li> <li>• Level 4</li> <li>• Level 5</li> <li>• Level 6</li> <li>• Level 7</li> <li>• Level 8</li> <li>• Non-compliant</li> </ul>	<ul style="list-style-type: none"> <li>• 4 Points</li> <li>• 3.5 Points</li> <li>• 3 Points</li> <li>• 2.5 Points</li> <li>• 2 Points</li> <li>• 1.5 Points</li> <li>• 1 Point</li> <li>• 0.5 Points</li> <li>• 0 Points</li> </ul>	
EME and/ or QSE	1 Point	
At least 51% of Women-owned companies	1 Point	
At least 51% owned companies by People with disability	1 Point	
At least 51% owned companies by Youth	1 Point	
Local Economic Participation <ul style="list-style-type: none"> <li>• City of Tshwane</li> <li>• Gauteng</li> <li>• National</li> </ul>	2 Points 1 Point 1 Point	

**N.B** For points to be allocated as per above the tenderers will be required to submit proof of documentation as evidence for claims made. Any tenderer that does not submit evidence as stated in the bid document to claim applicable points will be allocated zero points.

**DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

	.....
	<b>SIGNATURE(S) OF TENDERER(S)</b>
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....
	.....
	.....

## **FORM RD.B.2 VALID B-BBEE STATUS LEVEL OF CONTRIBUTOR CERTIFICATE**

Submit B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA).

### NOTE:

1. Attach original copy of B-BBEE Verification Certificate to this page.
2. In the case of a joint venture / consortium parties must each attach original copy of their B-BBEE Verification Certificates.



## FORM RD.B.4 PROMOTION OF LOCAL ENTERPRISES

The City of Tshwane has mandated the promotion of local enterprises. To comply with this the tenderer must provide proof of the type of business unit and whether the unit resides within the Tshwane and will be scored as follow:

If 90/10 preference point system applies:

	Promotion of local enterprises
<b>No Response (score 0)</b>	The tenderer did not respond or comply with this evaluation schedule. A score of 0 will also be awarded for any misrepresentation made in this regard,
<b>Satisfactory (score 1)</b>	The tenderer operates a head office or fully staffed office or his sole office outside the boundaries of Gauteng Province. (I.e. no business unit or office resides within the boundaries of Tshwane Metropolitan Municipality)
<b>Good (score 1)</b>	The tenderer's office resides within the boundaries of Gauteng Province. (I.e. no business unit or office resides within the boundaries of Tshwane Metropolitan Municipality)
<b>Very good (score 2)</b>	The tenderer's office resides within the boundaries of the Tshwane Metropolitan Municipality.

Municipal Rates & Taxes not older than three months from tender advertisement date or Valid Lease Agreement should be attached as evidence.

(If necessary the tenderer will be requested to present the office / business unit to officials of the City)

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.	
<u>Person authorized to sign the tender:</u>	
Full name (in BLOCK letters):	_____
Signature:	_____
Date:	_____

**FORM RD.B.5 At least 51% Women owned companies and At least 51% owned companies by Youth**

The City of Tshwane has mandate for the promotion At least 51% Women owned companies and At least 51% owned companies by youth. To comply with this the tenderer must provide Certified copy of Identity Document/s that proof that company is 51% owend by Women or youth

	<b>promotion At least 51% Women owned companies and At least 51% owned companies by youth</b>
<b>No Response (score 0)</b>	The tenderer did not respond or comply with this evaluation schedule. A score of 0 will also be awarded for any misrepresentation made in this regard,
<b>Good (score 1)</b>	Certified copy of Identity Document/s that proof that company is 51% owned by Women and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership
<b>Good (score 1)</b>	Certified copy of Identity Document/s that proof that company is 51% owned by youth and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership

(If necessary the tenderer will be requested to present the office / business unit to officials of the City)

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.	
<b><u>Person authorized to sign the tender:</u></b>	
<b>Full name (in BLOCK letters):</b>	_____
<b>Signature:</b>	_____
<b>Date:</b>	_____

**FORM RD.B.6 At least 51% owned companies by People with disability**

The City of Tshwane has mandate for the promotion of At least 51% owned companies by People with disability. To comply with this the tenderer must provide Medical Certificate with doctor’s details (Practice Number, Physical Address and contact numbers that proof that company is 51% owned by People with disability

	<b>Promotion of At least 51% owned companies by People with disability</b>
<b>No Response (score 0)</b>	The tenderer did not respond or comply with this evaluation schedule. A score of 0 will also be awarded for any misrepresentation made in this regard,
<b>Good (score 1)</b>	Medical Certificate with doctor’s details (Practice Number, Physical Address and contact numbers and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership

(If necessary the tenderer will be requested to present the office / business unit to officials of the City)

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.	
<b><u>Person authorized to sign the tender:</u></b>	
<b>Full name (in BLOCK letters):</b>	_____
<b>Signature:</b>	_____
<b>Date:</b>	_____

**FORM RD.C.1      MBD 9: CERTIFICATION OF INDEPENDENT TENDER DETERMINATION**

1. This Municipal Bidding Document (MBD) must form part of all tenders<sup>1</sup> invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive tendering (or tender rigging)<sup>2</sup>. Collusive tendering is a *per 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 tender of any tenderer if that tenderer 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 tendering process or the execution of the contract.
4. This MDB will serve as a certificate of declaration that would be used by institutions to ensure that, when tenders are considered, reasonable steps are taken to prevent any form of tender-rigging.
5. In order to give effect to the above, the attached Certificate of Tender Determination must be completed and submitted with the tender.

---

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

<sup>2</sup> Tender rigging (or collusive tendering) 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 tender process. Tender rigging is, therefore, an agreement between competitors not to compete.

**CERTIFICATE OF INDEPENDENT TENDER DETERMINATION**

I, the undersigned, in submitting the accompanying tender:

**EED 19-2024.25 TENDER FOR THE SUPPLY, DELIVERY, CONSTRUCTION, INSTALLATION, TESTING AND COMMISSIONING OF 25 METER LIGHTING SCISSOR MASTS AS AND WHEN REQUIRED FOR THE PERIOD OF 3 YEARS.**

in response to the invitation for the tender made by

**City of Tshwane Metropolitan Municipality**

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

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

1. I have read and understand the contents of this certificate;
2. I understand that the accompanying tender will be disqualified if this certificate is found not to be true and complete in every aspect;
3. I am authorized by the tenderer to sign this certificate, and to submit the accompanying tender, on behalf of the tenderer;
4. Each person whose signature appears on the accompanying tender has been authorized by the tenderer to determine the terms of, and to sign, the tender, on behalf of the tenderer;
5. For the purposes of this Certificate and the accompanying tender, I understand that the word "competitor"<sup>3</sup> shall include any individual or organization, other than the tenderer, whether or not affiliated with the tenderer who:
  - a. has been requested to submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
  - b. could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
  - c. provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer.
6. The tenderer has arrived at the accompanying tender independently form, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive tendering.
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 of services 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 tender;
  - e. The submission of a tender which does not meet the specifications and conditions of the tender; or
  - f. Tendering with the intention not to win the tender.
8. In addition, there have been no consultations, communications, agreements or arrangement with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this tender invitation relates.

---

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

- 9. The terms of the accompanying tender have not been, and will not be, disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or to the awarding of the contract.
  
- 10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders 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 form conduction 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.

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

Person authorized to sign the tender:

Full name (in BLOCK letters): \_\_\_\_\_

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

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

**FORM RD.C.2 RECORD OF SERVICES PROVIDED TO ORGANS OF STATE**

Tenderers are required to complete this record in terms of the Supply Chain Management Regulations issued in terms of the Municipal Finance Management Act of 2003.

Include only those contracts where the tenderer identified in the signature block below was directly contracted by the employer. Tenderers must not include services provided in terms of a sub-contract agreement.

Where contracts were awarded in the name of a joint venture and the tenderer formed part of that joint venture, indicate in the column entitled "Title of the contract for the service" that was in joint venture and provide the name of the joint venture that contracted with the employer. In the column for the value of the contract for the service, record the value of the portion of the contract performed (or to be performed) by the tender.

Complete the record or attach the required information in the prescribed tabulation

<b>ALL SERVICES COMMENCED OR COMPLETED TO AN ORGAN OF STATE IN THE LAST FIVE YEARS</b>				
	<b>Organ of state, i.e. national or provincial department, public entity, municipality or municipal entity.</b>	<b>Title of contract for the service</b>	<b>Value of contract for service incl. VAT (Rand)</b>	<b>Date completed (State current if not yet completed)</b>
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				

(Attach additional pages if more space is required.)

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

Person authorized to sign the tender:

Full name (in BLOCK letters): \_\_\_\_\_

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

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

**FORM RD.C.3 STATUS OF CONCERN SUBMITTING TENDER**

1. General

State whether the tenderer is a company, a closed corporation, a partnership, a sole practitioner, a joint venture/consortium or a co-operative

Public Company	<input type="checkbox"/>
Private Company	<input type="checkbox"/>
Closed Corporation	<input type="checkbox"/>
Partnership	<input type="checkbox"/>
Sole Proprietary	<input type="checkbox"/>
Joint Venture / Consortium	<input type="checkbox"/>
Co-operative	<input type="checkbox"/>

(Mark the appropriate option)

2. Information to be provided

If the Tendering Entity is a:		Documentation to be submitted with the tender
1	<u>Closed Corporation</u> , incorporated under the Close Corporation Act, 1984, Act 69 of 1984	CIPRO CK1 or CK2 (Certified copies of the founding statement) and list of members
2	<u>Private Company</u> incorporated with share capital, under the companies Act, 1973, Act 61 of 1973 (Including Companies incorporated under Art 53 (b))	Certified copies of: a) CIPRO CM 1 - Certificate of Incorporation b) CIPRO CM 29 – Contents of Register of Directors, Auditors and Officers c) Shareholders Certificates of all Members of the Company, plus a signed statement of the Company’s Auditor, certifying each Member’s ownership/shareholding percentage relative to the total.
3	<u>Private Company</u> incorporated with share capital, under the companies Act, 1973, Act 61 of 1973 in which any, or all, <u>shares are held by another</u> Closed Corporation or company with, or without, share capital.	Certified copies of documents referred to in 1 and/or 2 above in respect of all such Closed Corporations and/or Companies
4	<u>Public Company</u> incorporated with share capital, under the companies Act, 1973, Act 61 of 1973 (Including Companies incorporated under Art 21)	A signed statement of the Company’s Secretary confirming that the Company is a public Company.
5	<u>Sole Proprietary</u> or a <u>Partnership</u>	Certified copy of the Identity Document of: a) such Sole Proprietary, or b) Each of the Partners in the Partnership Certified copy of the Partnership agreement.
6	<u>Co-operative</u>	CIPRO CR2 - Certified copies of Company registration document.

If the Tendering Entity is a:	Documentation to be submitted with the tender
7 <u>Joint Venture / Consortium</u>	All the documents (as described above) as applicable to each partner in the joint venture / consortium as well as a certified copy of the joint venture / consortium agreement.

<p><b>Note:</b></p> <ol style="list-style-type: none"> <li>1. If the shares are <u>held in trust</u> provide a copy of the Deed of Trust (only the front page and pages listing the trustees and beneficiaries are required) as well as the Letter of Authority as issued by the Master of the Supreme Court wherein trustees have been duly appointed and authorised</li> <li>2. Include a certified copy of the <u>Certificate of Change of Name (CM9)</u> if applicable.</li> </ol>
--

3. Registered for VAT proposes in terms of the Value-Added Tax Act (89 of 1991)

Yes

No

(Make an X in the appropriate space)

REGISTRATION NO: \_\_\_\_\_

**FORM RD.C.4 CLASSIFICATION OF BUSINESS**

1. The Small Businesses are defined in the National Small Business Act, 1996 (Act 102 of 1996).

2. Information furnished with regard to the classification of Small businesses

(a.) Indicate whether the company/entity is defined as a small, medium or micro enterprise by the National Small Business Act.

YES	NO
-----	----

(Tick appropriate box)

(b.) If the response to 2.(a.) is **YES**, the following must be completed:

i. Sector/sub-sector in accordance with the Standard Industrial classification:

---

ii. Size or class:

---

iii. Total full-time equivalent of paid employees:

---

iv. Total annual turnover:

---

v. Total gross asset value (fixed property excluded):

---

(A schedule indicating the different sectors is attached to this form.)

(c.) The tenderer should substantiate the information provided by submitting the following documentation:

i. A letter from the tenderer's auditor or an affidavit from the South African Police Services confirming the correctness of the abovementioned information,

ii. Company profile indicating the tenderer's staff compliment, and

iii. 3 year financial statement or since their establishment if established during the past 3 years.

1. The tenderer is required by law to prepare annual financial statements for auditing their audited annual financial statements:

- i) for the past three years; or
- ii) Since the establishment if established during the past three years.

Indicate whether these have been included in the tender:

YES	NO
-----	----

2. Does the tenderer have any undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days?

YES	NO
-----	----

If so, state particulars \_\_\_\_\_  
 \_\_\_\_\_

3. Has any contracts been awarded to the tenderer by an organ of state during the past five years?

YES	NO
-----	----

If so, state particulars \_\_\_\_\_  
 \_\_\_\_\_

4. Has there been any material non-compliance or dispute concerning the execution of such contract?

YES	NO
-----	----

If so, state particulars \_\_\_\_\_  
 \_\_\_\_\_

5. Is any portion of the goods or services expected to be sourced from outside the Republic?

YES	NO
-----	----

If, so state what portion and whether any portion of payment from the municipality is expected to be transferred outside of the Republic.

\_\_\_\_\_  
 \_\_\_\_\_

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.	
Person authorized to sign the tender:	
Full name (in BLOCK letters):	_____
Signature:	_____
Date:	_____

**FORM RD.C.6 CERTIFICATE OF AUTHORITY OF SIGNATORY**

**RESOLUTION** of the a meeting of the \*Board of Directors/Members/Partners of

\_\_\_\_\_

(Legally correct full name and registration number, if applicable, of the enterprise)

Held at: \_\_\_\_\_ (place)

On: \_\_\_\_\_ (date)

**RESOLVED** that:

- The enterprise submits a tender to the Tshwane Metro Municipality in respect of the following project:

Tender Number:	<b>EED 19 -2024/25</b>
Tender Description:	<b>TENDER FOR THE SUPPLY, DELIVERY, CONSTRUCTION, INSTALLATION, TESTING AND COMMISSIONING OF 25 METER LIGHTING SCISSOR MASTS AS AND WHEN REQUIRED FOR THE PERIOD OF 3 YEARS.</b>

- \*Mr/Ms:


in \*his/her capacity as

and who will sign as follow:

Proof signature	Proof signature
-----------------	-----------------

be, and is hereby authorized to sign the tender, and any and all other documents and/or correspondence in connection with and relating to the tender for the enterprise mentioned above

NAME	CAPACITY	SIGNATURE

<p>Note:</p> <ol style="list-style-type: none"> <li>*Delete which is not applicable.</li> <li><b>IMPORTANT:</b> This resolution <u>must</u> be signed by all the directors/members/ partners of the tendering enterprise.</li> <li>Should the number of directors/members/partners exceed the space available above, additional names and signatures must be supplied on a separate page.</li> </ol>	<p>Enterprise stamp</p>
--	-------------------------

**FORM RD.C.7 CERTIFICATE OF AUTHORITY OF SIGNATORY FOR JOINT VENTURES AND CONSORTIA**

\*Joint venture/consortium name: \_\_\_\_\_

We, the undersigned, are submitting this tender in a \*joint venture/consortium and hereby authorize \*Mr/Ms  
 \_\_\_\_\_ authorized signatory of the enterprise  
 \_\_\_\_\_ acting in the capacity of lead partner

to sign the tender, and any and all other documents and/or correspondence in connection with and relating to the tender for the \*joint venture/consortium mentioned above.

Registered name of enterprise	Registration number	% of contract value	Address	Duly authorized signatory	Mark with (x) for lead partner

**Note:**

- \*Delete which is not applicable.
- IMPORTANT: This resolution must be signed by all the parties of the joint venture/consortium and every duly authorized signatory for each party to the joint venture/consortium must complete a Form RD.C.15.
- Should the number of directors/members/partners exceed the space available above, additional names and signatures must be supplied on a separate page.

**FORM RD.C.8 COMPLIANCE WITH OHSA (ACT 85 OF 1993)**

Tenderers are required to satisfy the Employer and the Engineer as to their ability and available resources to comply with the above by answering the following questions and providing the relevant information required below.

(Tick applicable box)

1. Is your company familiar with the OHSA (ACT 85 of 1993) and its Regulations? Do you have a copy available?	YES	NO
2. Who will prepare your company's Health and Safety Plan? Provide a copy of the person/s curriculum vitae/s or company profile.		
3. Does your company have a health and safety policy? If YES provide a copy.	YES	NO
4. How is this policy communicated to your employees? Provide supporting documentation.	YES	NO
5. Does your company keep record of safety aspects of each site where work is performed? If YES what records are kept?	YES	NO
6. Does your company conduct monthly safety meetings? If YES, provide copies of the Minutes of the last 2 meetings held.	YES	NO
7. Does your company have a safety officer in its employment, responsible for overall safety of your company? If YES, explain his duties and provide a copy of his CV ( <i>only if not the same person as in question 2 above</i> ). If NO, indicate who will be appointed as safety officer for this project and provide a copy of his/her CV.	YES	NO
8. Indicate the total number of employees in the Company.	_____	
9. Does your company have trained first aid employees? If YES, indicate who.	YES	NO
10. Does your company have a safety induction training programme in place? If YES, provide a summary of topics covered in such induction training programme.	YES	NO

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

Person authorized to sign the tender:

Full name (in BLOCK letters): \_\_\_\_\_

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

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

**FORM RD.C.9 RECORD OF SERVICES PROVIDED TO ORGANS OF STATE**

Tenderers are required to complete this record in terms of the Supply Chain Management Regulations issued in terms of the Municipal Finance Management Act of 2003.

Include only those contracts where the tenderer identified in the signature block below was directly contracted by the employer. Tenderers must not include services provided in terms of a sub-contract agreement.

Where contracts were awarded in the name of a joint venture and the tenderer formed part of that joint venture, indicate in the column entitled "Title of the contract for the service" that was in joint venture and provide the name of the joint venture that contracted with the employer. In the column for the value of the contract for the service, record the value of the portion of the contract performed (or to be performed) by the tender.

Complete the record or attach the required information in the prescribed tabulation

<b>ALL SERVICES COMMENCED OR COMPLETED TO AN ORGAN OF STATE IN THE LAST FIVE YEARS</b>				
	<b>Organ of state, i.e. national or provincial department, public entity, municipality or municipal entity.</b>	<b>Title of contract for the service</b>	<b>Value of contract for service incl. VAT (Rand)</b>	<b>Date completed (State current if not yet completed)</b>
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				

(Attach additional pages if more space is required.)

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

Person authorized to sign the tender:

Full name (in BLOCK letters):

Signature:

Date:

---



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**FORM RD.C.10 STAFF FOR LABOUR INTENSIVE CONSTRUCTION WORKS**

The tenderer shall, submit the names of all management, design and supervisory staff that will be employed to design and supervise the labour intensive portion of the works together with satisfactory documentary evidence that such staff members satisfy the eligibility requirements.

CATEGORY OF EMPLOYEE	NAME OF EMPLOYEE	NQF LEVEL	LABOUR INTENSIVE SKILLS PROGRAM UNIT STANDARD TITLES	DATE COMPLETED	YEARS EXPERIENCE
Designer					
<b><i>NQF 7 Unit Standard Required: Develop and Promote Labour Intensive Construction Strategies</i></b>					
Administrator/ Site supervisor					
<b><i>NQF 5 Unit Standard Required: Manage Labour Intensive Construction Projects</i></b>					

(Attach documentary proof to this page)

## TERMS OF REFERENCE FOR QUALITY EVALUATION

The quality evaluation for this tender will be based on the following project.

### **EED 19-2024.25 - TENDER FOR THE SUPPLY, DELIVERY, CONSTRUCTION, INSTALLATION, TESTING AND COMMISSIONING OF 25 METER LIGHTING SCISSOR MASTS AS AND WHEN REQUIRED FOR THE PERIOD OF 3 YEARS.**

#### **1. PROJECT SCOPE**

The scope of works of the tender to appoint various contractors for the supply, delivery, construction, installation, testing and commissioning of 25-meter lighting scissor masts as and when required for the period of 3 years. specifications and bill of quantities

#### **2. MANDATORY REQUIREMENTS**

- The mast design approved by an ECSA registered professional engineer.
- A detailed drawing of the mast in the operational and lowered state approved by ECSA registered Engineer/Technologist.
- Details of ECSA registered Engineer/Technologist (Geotechnical and structural) (Technical schedule A and B) and ECSA registration certificates.
- Project leader qualification (B-Tech or higher qualification: Civil or Mechanical or structural or Electrical engineering)
- Test Technician qualification (Qualified artisan (Trade test certificate) or National Diploma or higher qualification: (Civil or Mechanical or structural or Electrical engineering.
- Installation and construction specialist (N-Dip: Electrical/civil/structural/mechanical Engineering or higher qualifications or Qualified artisan (Trade test certificate)
- Copy of SANS 475 test reports and photometric datasheet of LED luminaire offered.
- Safety officer (Registration with South African Council for the Project and Construction Management Professions (SACPCMP). Submit Valid Certified Copy)
- Submit proof of CIDB grading, any of the following grading or higher: 3EP or 3ME or 3SL or 3CE.

Failure to comply with the mandatory requirements shall disqualify the tenderer from further evaluation.

#### **3. COMPULSORY BRIEFING SESSION**

A compulsory briefing session will be required.

Failure to attend the session will lead to disqualification.

#### **4. SCORING FORMULA FOR PRICING AND SPECIFIC GOALS**

The preferential point system used will be the 90/10 points system in terms of the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) Regulations 2022.

- 90 points for price
- 10 points for Specific goals

#### **Specific Goals**

- Bidders are required to submit supporting documents for their bids to claim the specific goal points.
- Non-compliance with specific goals will not lead to disqualification but bidders will not be allocated specific goal points. Bidders will score points out of 90 for price only and zero (0) points out of 10 for specific goals.

- City of Tshwane shall act against any bidder or person when it detects that the specific goals were claimed or obtained on a fraudulent basis.

The specific goal for this bid is outlined below.

Specific goals	90/10 preference point system	Proof of specific goals to be submitted
BB-BEE score of companies <ul style="list-style-type: none"> <li>• Level 1</li> <li>• Level 2</li> <li>• Level 3</li> <li>• Level 4</li> <li>• Level 5</li> <li>• Level 6</li> <li>• Level 7</li> <li>• Level 8</li> <li>• Non-compliant</li> </ul>	<ul style="list-style-type: none"> <li>• 4 Points</li> <li>• 3.5 Points</li> <li>• 3 Points</li> <li>• 2.5 Points</li> <li>• 2 Points</li> <li>• 1.5 Points</li> <li>• 1 Point</li> <li>• 0.5 Points</li> <li>0 Points</li> </ul>	Valid Certified copy of BBBEE certificate. Sworn Affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises or CIPC BBBEE certificate.
EME and/ or QSE	1 Point	Valid Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises or CIPC BBBEE certificate
At least 51% of Women-owned companies	1 Point	Certified copy of Identity Document/s <b>and</b> proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)
At least 51% owned companies by People with disability	1 Point	Medical Certificate with doctor's details (Practice Number, Physical Address, and contact numbers) and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)
At least 51% owned companies by Youth	1 Point	Certified copy of Identity Document/s <b>and</b> proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)
Local Economic Participation <ul style="list-style-type: none"> <li>• City of Tshwane</li> <li>• Gauteng</li> <li>• National</li> </ul>	2 Points 1 Point 1 Point	Municipal Account statement/Lease agreement.

For points to be allocated as per above the tenderers will be required to submit proof of documentation as evidence for claims made. Any tenderer that does not submit evidence as stated in the bid document to claim applicable points will be allocated zero points.

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

Person authorized to sign the tender:

Full name (in BLOCK letters): \_\_\_\_\_

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

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

**RD.D.1: SCHEDULE OF TENDERER'S PREVIOUS SIMILAR EXPERIENCE**

**(The previous experience must be relevant to the technical specification.)**

EMPLOYER, CONTACT PERSON AND TELEPHONE NUMBER	DESCRIPTION OF CONTRACT	DATE STARTED	DATE COMPLETED	TOTAL CONTRACT AMOUNT
1 _____ (company or Client) _____ (contact person) _____ ( telephone)				
2 _____ (company or Client) _____ (contact person) _____ ( telephone)				
3 _____ (company or Client) _____ (contact person) _____ ( telephone)				
4 _____ (company or Client)				

(contact person) _____ ( telephone)				
5 _____ (company or Client) _____ (contact person) _____ ( telephone)				
6 _____ (company or Client) _____ (contact person) _____ ( telephone)				
7 _____ (company or Client) _____ (contact person) _____ ( telephone)				

**RD.D.2 SCHEDULE OF PLANT, EQUIPMENT, MACHINERY AND PERSONELL**

**NB: Where the tenderer does not meet the minimum requirements RD.D.2, the tenderer will be disqualified**

**FORM RD.D.4 KEY PERSONNEL**

The tenderer shall list in the table below the key personnel to be engaged for this project.

**Note:** Form RD.D.5 must be complete for each person listed below.

	PROPOSED POSITION	NAME	YEARS OF EXPERIENCE
1	Project Manager		
2	Test Technician		
3	Installation and construction specialist		
4	Occupational Health and Safety Officer		

(Attach additional pages if more space is required)

**FORM RD.D.5 CURRICULUM VITAE OF KEY PERSONNEL (Project Manager)**

**Note:** This form should be completed for each key person listed in Form RD.D.4

<b>Name:</b>	<b>Date of birth:</b>
<b>Profession:</b>	<b>Nationality:</b>
<b>Qualifications:</b>	
<b>Professional membership:</b>	
<b>Name of employer (firm):</b>	
<b>Current position:</b>	<b>Years with firm:</b>
<b>Employment record:</b> (list in chronological order starting with earliest work experience)	
<b>Experience record pertinent to required service:</b>	

**Certification:**

**I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.**

\_\_\_\_\_  
*(Signature of person named in schedule)*

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

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

Person authorized to sign the tender:

Full name (in BLOCK letters): \_\_\_\_\_

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

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

**FORM RD.D.5 CURRICULUM VITAE OF KEY PERSONNEL (Test Technician)**

**Note:** This form should be completed for each key person listed in Form RD.D.4

<b>Name:</b>	<b>Date of birth:</b>
<b>Profession:</b>	<b>Nationality:</b>
<b>Qualifications:</b>	
<b>Professional membership:</b>	
<b>Name of employer (firm):</b>	
<b>Current position:</b>	<b>Years with firm:</b>
<b>Employment record:</b> (list in chronological order starting with earliest work experience)	
<b>Experience record pertinent to required service:</b>	
<b>Certification:</b>	
I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.	
_____	_____
<i>(Signature of person named in schedule)</i>	Date:

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.	
<b>Person authorized to sign the tender:</b>	
Full name (in BLOCK letters):	_____
Signature:	_____
Date:	_____

**FORM RD.D.5 CURRICULUM VITAE OF KEY PERSONNEL (Installation and construction specialist)**

**Note:** This form should be completed for each key person listed in Form RD.D.4

<b>Name:</b>	<b>Date of birth:</b>
<b>Profession:</b>	<b>Nationality:</b>
<b>Qualifications:</b>	
<b>Professional membership:</b>	
<b>Name of employer (firm):</b>	
<b>Current position:</b>	<b>Years with firm:</b>
<b>Employment record:</b> (list in chronological order starting with earliest work experience)	
<b>Experience record pertinent to required service:</b>	
<b>Certification:</b>	
I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.	
_____	_____
(Signature of person named in schedule)	Date:

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

Person authorized to sign the tender:

Full name (in BLOCK letters): \_\_\_\_\_

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

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

**FORM RD.D.5 CURRICULUM VITAE OF KEY PERSONNEL (Occupational Health and Safety Officer)**

**Note:** This form should be completed for each key person listed in Form RD.D.4

<b>Name:</b>	<b>Date of birth:</b>
<b>Profession:</b>	<b>Nationality:</b>
<b>Qualifications:</b>	
<b>Professional membership:</b>	
<b>Name of employer (firm):</b>	
<b>Current position:</b>	<b>Years with firm:</b>
<b>Employment record:</b> (list in chronological order starting with earliest work experience)	
<b>Experience record pertinent to required service:</b>	
<b>Certification:</b>	
I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.	
_____	_____
<i>(Signature of person named in schedule)</i>	Date:

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.	
<b>Person authorized to sign the tender:</b>	
Full name (in BLOCK letters):	_____
Signature:	_____
Date:	_____

**FORM RD.E.1 RECORD OF ADDENDA TO TENDER DOCUMENTS**

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

	DATE	REFERENCE	TITLE
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

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

Person authorized to sign the tender:

Full name (in BLOCK letters): \_\_\_\_\_

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

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

**PORTION 2: CONTRACT**

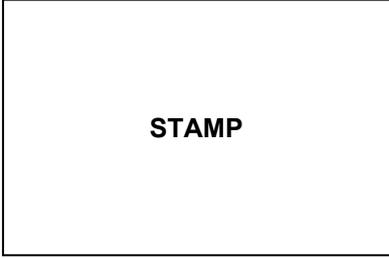
**PART C1: AGREEMENTS AND CONTRACT DATA**

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**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:

**TENDER FOR THE SUPPLY, DELIVERY, CONSTRUCTION, INSTALLATION, TESTING AND COMMISSIONING OF 25 METER LIGHTING SCISSOR MASTS AS AND WHEN REQUIRED FOR THE PERIOD OF 3 YEARS.**

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 returnable 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**

R..... (in figures).....  
.....(in words)

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.

NAME(s): (in block letters) .....

CAPACITY of authorized agents: .....

SIGNATURE(s) of authorized agents: .....

SIGNED at ..... on this ..... day of .....

WITNESSES: (Full name – in block letters – and signature)

1. ....

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 T1	Tendering Procedures
Part T2	Returnable Documents
Part C1	Agreements and Contract Data, (which includes this Agreement)
Part C2	Pricing Data
Part C3	Scope of Work

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.

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

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

Part C1.1: Agreements and Contract Data

contents of this Agreement, this Agreement shall constitute a binding contract between the parties<sup>1</sup>.

<sup>1</sup> *As an alternative, the following wording may be used:*

*Notwithstanding anything contained herein, this agreement comes into effect two days after the submission by the Employer of one fully completed original copy of this document including the schedule of deviations (if any), to a courier-to-counter delivery / counter-to-counter delivery /door-to-counter delivery / door-to-door delivery / courier service (delete that which is not applicable), provided that the Employer notifies the Tenderer of the tracking number within 24 hours of such submission. Unless the Tenderer (now Contractor) within seven 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.*

NAME(s): ( BLOCK LETTERS)	.....
CAPACITY of authorized agents:	.....
SIGNATURE(s) of authorized agents:	.....
SIGNED at .....	on this .....day of .....
WITNESSE(S): (Full name – BLOCK LETTERS – and signature)	
1.	.....
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.

- |     |                      |
|-----|----------------------|
| 4.1 | <b>Subject</b> ..... |
|     | Details .....        |
| 4.2 | <b>Subject</b> ..... |
|     | Details .....        |
| 4.3 | <b>Subject</b> ..... |
|     | Details .....        |
| 4.4 | <b>Subject</b> ..... |
|     | Details .....        |
| 4.5 | <b>Subject</b> ..... |
|     | Details .....        |

By the duly authorised representatives signing this agreement, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations

Part C1.1: Agreements and Contract Data

from the 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, 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 AND ON BEHALF OF THE **TENDERER:**

NAME(s): (in block letters) .....

CAPACITY of authorized agents: .....

SIGNATURE(s) of authorized agents: .....

SIGNED at ..... on this ..... day of .....

WITNESSES: (Full name – in block letters – and signature)

1. ....

2. ....

FOR AND ON BEHALF OF THE **EMPLOYER:**

NAME(s): (in block letters) .....

CAPACITY of authorized agents: .....

SIGNATURE(s) of authorized agents: .....

SIGNED at ..... on this ..... day of .....

**C1.2. CONTRACT DATA**

**C1.2.1 GENERAL CONDITIONS OF CONTRACT**

The Conditions of Contract comprise the “General Conditions”, which form part of the “Condition of Contract for Plant and Design-Build” First Edition 1999, published by the Fédération Internationale des Ingénieurs- Conseils (FIDIC), and the following “Particular Conditions”, which include amendments and additions to such General Conditions.

## C1.2.2 VARIATIONS AND ADDITIONS TO THE CONDITIONS OF CONTRACT (PARTICULAR CONDITIONS)

The following “Particular Conditions” pertaining to the “**Condition of Contract for Plant and Design-Build**” First Edition 1999, published by the **Fédération Internationale des Ingénieurs -Conseils (FIDIC)**, shall apply to this Contract:

CLAUSE or SUB-CLAUSE	PARTICULAR CONDITION
1.1.1.9	<p><b>Replace</b> the contents of this clause with the following:</p> <p>“Appendix to Tender” means the completed pages entitled <b><u>C1.2.3 - Data provided by the Employer</u></b> and <b><u>C1.2.4 - Data provided by the Contractor</u></b> which form part of the contract data.</p>
<p><i>Add the following:</i></p> <p>1.7</p>	<p>“(CESSION OF CONTRACT (City of Tshwane &amp; REDS)</p> <p>The City of Tshwane however reserves the right to, on written notification to the successful tenderer(s), cede, assign and/or delegate its rights and obligations under this agreement to a legal entity established as a result of the restructuring of the Electricity Supply Industry and the Electricity Distribution Industry.”</p>
<p>6.2</p> <p><i>Add the following:</i></p>	<p><b>Rates of Wages and Conditions of Labour</b></p> <p>“The contractor shall submit proof that he/she labours at least the minimum wage as prescribed by the government. The Contractor shall verify such proof and submit it monthly to the Engineer.”</p>
14.9	<p><b>Payment of Retention Money</b></p> <p>No retention money will be released at taking-over but only at the end of the guarantee period</p>
<p>18</p> <p><i>Add the following:</i></p> <p>“18.5</p>	<p><b>Insurance:</b></p> <p>1. <u>Employer to Insure</u></p> <p>Without limiting the Contractor’s/Sub-contractor’s obligation in terms of the Contract, the Employer will effect and maintain for the duration of the Contract until the issuing of the Defects Certificate or the end of the Maintenance Period, the following insurances in the name of the Contractor (including all Subcontractors whether nominated or otherwise):</p> <p>1.1. The Employer’s insurer will indemnify the Contractor/Sub-contractor against physical loss of or damage to any part of the Property Insured not exceeding the maximum contract value or the final contract value estimated at inception including free issue materials were applicable as stated in the Contract Data:</p> <p>a) Whilst in transit including loading and unloading whilst temporarily stored at any premises en route to or from the Contract Site within the Territorial Limits.</p>

<b>CLAUSE or SUB- CLAUSE</b>	<b>PARTICULAR CONDITION</b>
	<p>b) From the time of unloading, dismantling or preparation at the Contract Site and thereafter until the Property Insured has been officially accepted by the Employer and becomes his responsibility by means of a notice of completion certificate or similar evidence of legal transfer of risk.</p> <p>c) During the contractual defects liability or Maintenance Period which shall not exceed the period reflected in the Schedule but only so far as the Contractors and/or Sub-Contractors may be liable for such loss or damage under the defects liability or maintenance condition/s of the Insured Contract.</p> <p>d) Removal of debris;</p> <p>e) Surrounding property;</p> <p>f) Work Away;</p> <p>g) Off Site Storage;</p> <p>h) Temporary repairs;</p> <p>i) Contribution Clause – Marine;</p> <p>j) Escalation during Contract Period;</p> <p>k) Post Loss Escalation;</p> <p>l) Automatic Reinstatement;</p> <p>m) Principals Maintenance;</p> <p>n) Property taken over;</p> <p>o) Beneficial Occupation;</p> <p>p) Escalation due to Currency fluctuation;</p> <p>q) Manufacturers Guarantees</p> <p>1.2 The Employer’s insurer will indemnify the Contractor/Sub-contractor against all sums for which the Contractor/Sub-contractor shall become legally liable towards third party claimants to pay for and in consequence of:</p>

CLAUSE or SUB- CLAUSE	PARTICULAR CONDITION
	<p>a) Accidental death of or bodily injury to or illness or disease contracted by any person (excluding employees of the Contractor/Sub-contractor). It remains the responsibility of the Contractor/Sub-contractor to mitigate the risk of employees sustaining injuries or contracting occupational diseases during lunch times and after working hours at their workplace on the project site as stipulated in Section 22 of the COID Act;</p> <p>b) Accidental physical loss or damage to tangible property occurring during the Period of Insurance and arising out of or in connection with the performance of the Insured Contract at the Contract Site as defined in the Schedule. The minimum limit of indemnity for any one event is R10-million in respect of contracts with a contract value of up to R50-million (excluding VAT).</p> <p>2. <u>Insurance Premium payable</u></p> <p>The Employer will pay the insurance premium for the works damage and public liability insurance cover. The insurance premium will be calculated based on the approved Capital Budget per financial year and the insurance premium will be debited out to the relevant departments by the Section: Insurance and Risk Management.</p> <p>3. <u>Additional insurance by the Employer</u></p> <p>The Employer shall be free to effect at his own cost any additional insurance, which he deems necessary in own interest to cover loss or damage not insured in terms of the insurance policies of Sub-Clause 1 of this Clause.</p> <p>4. <u>Additional insurance by Contractor/Sub-contractor</u></p> <p>The Contractor and Sub-contractor shall be free to effect and maintain at their own cost any additional insurance which the Contractor/Sub-contractor deem necessary to cover damage, loss or injury not insured in terms of the insurance effected by the Employer's insurer. The cost of the additional insurance will be for the account of the Contractor/Sub-contractor.</p> <p>5. <u>Contractor satisfied with insurance</u></p> <p>The submission of a tender shall be construed as acknowledgement by the Contractor that he is satisfied with the insurance cover affected by the Employer.</p> <p>6. <u>Contractor to observe conditions</u></p> <p>The Contractor shall give all notices and observe all conditions and requirements imposed by the relevant insurance policies, which shall be</p>

CLAUSE or SUB- CLAUSE	PARTICULAR CONDITION
	<p>binding on the Contractor.</p> <p>7. <u>Contractor to Insure</u></p> <p>The Contractor/Sub-contractor must obtain for the duration of the contract until the issuing of the Defects Certificate or the end of the Maintenance Period, the following insurance policies at an insurance company within 14 (fourteen) days of the notification of acceptance of the tender and must pay all premiums and supply proof thereof to the relevant Project Manager, 30 (thirty) days before the inception of the contract, that the policies have been taken out and that all premiums have been paid:</p> <ol style="list-style-type: none"> <li>a) All Risk Insurance cover with regard to all Plant and Materials and Equipment, owned, leased or hired by the Contractor that are used in the execution of the contract for the full replacement value thereof.</li> <li>b) Motor Vehicle and Liability Insurance cover indicating the registration numbers of the vehicles owned, leased or hired by the Contractor that are used in the execution of the contract to the amount of at least R10-million per claim with the number of claims unlimited.</li> <li>c) SASRIA cover for motor vehicles and Plant and Materials and Equipment owned, leased or hired by the Contractor that are used in the execution of the contract for the full replacement value thereof.</li> <li>d) In respect of Plant and Materials and Equipment and Motor Vehicles brought onto the Site by or on behalf of Subcontractors, the Contractor shall be deemed to have complied with the provisions of this Sub-Clause by ensuring that such Subcontractors have similarly insured such Plant and Materials and Equipment and Motor Vehicles.</li> <li>e) Proof must also be submitted that the Contractor complies with the conditions of the following legislation: <ul style="list-style-type: none"> <li>- Compensation for Occupational Injuries and diseases, 1993.</li> <li>- Unemployment Insurance Act, 1996.</li> <li>- The Contractor shall in respect of the Site of the contract works appoint in writing a competent person to meet the requirements of the Health and Safety Act, No 85 of 1993 as amended.</li> </ul> </li> </ol> <p>8. The Project Manager involved must furnish the required insurance documentation 30 (thirty) days before the inception of the contract to the Section: Insurance and Risk Management.</p> <p>9. <b>CONTRACT WORKS CLAIMS REPORTING PROCEDURES</b></p> <p>9.1 <u>Reporting of Incidents</u></p> <p>In the event of an occurrence, which is likely to give rise to a claim under the insurance policy affected by the Employer, the Contractor/Sub-contractors and Project Manager will adhere to the following procedures:</p> <ol style="list-style-type: none"> <li>a) In addition to any statutory obligations and/or requirements contained in the General Conditions of Contract, the Contractor shall notify the Employer and the Project Manager of every occurrence within 48 (forty-eight) hours giving the circumstances, nature and an estimate of the loss or damage.</li> </ol>

CLAUSE or SUB- CLAUSE	PARTICULAR CONDITION
	<p>b) The Project Manager will be responsible to complete and submit the relevant claim documentation for each incident within 30 (thirty) days after the incident occurred to the Section: Insurance and Risk Management. Should the incident be reported by the Project Manager more than 30 (thirty) days after the incident occurred to the Section: Insurance and Risk Management, the claim will only be considered if the claim documentation is accompanied by a letter from the relevant Strategic Executive Officer motivating the reason(s) for the late reporting of the incident, but the Project Manager must take note the Insurer might repudiate the loss if it is found that the insurers rights have been compromised as a result of the late reporting.</p> <p>c) The following documentation must be included with the claim documentation:</p> <ul style="list-style-type: none"> <li>- Photos of damages caused or suffered as proof or substantiation of the claims.</li> </ul> <p>d) In the event of Insured Property being damaged during the Contract Works beyond economical repair, the property must be safeguarded and be handed over to the Employer's insurer for salvage.</p> <p>e) The Section: Insurance and Risk Management will inform the Employer's insurer of the incident. The Contractor/Subcontractor shall afford all reasonable access to the Site to the Employer, the Project Manager, the Employer's insurers and/or representatives for the purpose of assessment of any loss or damage.</p> <p>9.2 <u>Reporting of catastrophic incidents</u></p> <p>In the event of an occurrence, which is likely to give rise to a claim, under the insurance policy effected by the Employer, with an estimated loss or damage of more than R250 000,00, the Contractor and the Project Manager will adhere to the following procedures:</p> <p>a) In addition to any statutory obligations and/or requirements contained in the General Conditions of Contract, the Contractor shall notify the Employer and the Project Manager of every occurrence within 24 (twenty-four) hours giving the circumstances, nature and an estimate of the loss or damage.</p> <p>b) The Project Manager must notify the Section: Insurance and Risk Management on the same day that the Contractor/Sub-contractor has notified the</p> <p>c) Project Manager of the incident.</p> <p>d) The Section: Insurance and Risk Management will notify the Employer's insurer of the incident. The Contractor/Sub-contractor shall afford all reasonable access to the Site to the Employer, the Project Manager, the Employer's insurers and/or representatives for the purpose of assessment of any loss or damage.</p>

CLAUSE or SUB- CLAUSE	PARTICULAR CONDITION
	<p>e) The Project Manager will be responsible to complete and submit the relevant claim documentation for each incident within 30 (thirty) days after the incident occurred to the Section: Insurance and Risk Management. Should the incident be reported by the Project Manager more than 30 (thirty) days after the incident occurred to the Section: Insurance and Risk Management, the claim will only be considered if the claim documentation is accompanied by a letter from the relevant Strategic Executive Officer motivating the reason(s) for the late reporting of the incident. Should the relevant claim documentation not be submitted within 30 (thirty) days, the claim will be repudiated.</p> <p>9.3 <u>Reporting of crime related incidents</u></p> <p>All crime related incidents, losses or shortages irrespective of the value, must be reported within 24 (twenty-four) hours by the person who was involved or who has discovered the incident to the nearest South African Police Services (SAPS) station. The name of the Police Station, Investigation Officer and the Case number must be obtained and stated on the Contractor Claim Form. Should the incident not be reported to the SAPS, the claim will be repudiated.</p> <p>9.4 <u>Claim documentation</u></p> <p>The Project Manager must obtain all relevant information from the Contractor/Sub-contractor and complete the Contractor Claim Form, included in this report as Annexure B that is available on the Intranet. The project number must be stated on the Contractor Claim Form.</p> <p>The Project Manager must submit with the Contractor Claim Form a detailed cost sheet indicating the estimate of the loss or damage.</p> <p>Any misrepresentation, misdescription or non-disclosure of material facts, at the option of the insurers, can result in claims submitted being declared null and void.</p> <p>9.5 <u>Authorisation of claim forms</u></p> <p>It is imperative that a formally delegated official or his nominee of the Employer should authorize the Contractor Claim forms as proof of the appropriate authorization, verification and approval of claims submitted. The Strategic Executive Officer must provide an authorization letter to the Section: Insurance and Risk Management stating the names and the specimen signatures of the delegated official or his nominee within 30 (thirty) days from approval of this report by Council. Should the delegated official or his nominee not sign the relevant claim form, the claim will be repudiated as this may lead to inappropriate independent verification of the validity of claims, thereby increasing the risk of insurance fraud and consequent reputation damage to the Employer.</p>

<b>CLAUSE or SUB- CLAUSE</b>	<b>PARTICULAR CONDITION</b>
	<p>9.6 <u>Contractor to pay deductibles</u></p> <p>Any claim in terms of the insurance affected by the Employer shall be subject to the Contractor being responsible for the payment of the amount stated in the Annexure to the Policies as being the deductible (first amount payable or Excess) as defined in the Certificate of Insurance issued by the Employer’s insurer in terms of the Policy.</p> <p>9.7 <u>SETTLEMENT OF CLAIMS</u></p> <p>All incidents reported to the Section: Insurance and Risk Management in respect of an occurrence, which is likely to give rise to a claim will be forwarded to the Employer’s insurer who will take the necessary actions for the settlement of any such claims.</p> <p>The Contractor <u>shall negotiate</u> for the settlement of claims with the Employer or the Employer’s insurer through the Section: Insurance and Risk Management. The Employer’s Chief Financial Officer will authorize all settlements of claims. The Contractor will also sign the Agreement of Loss document issued by the Insurer in order to settle the claims.</p> <p>Should action for the settlement of any such claim to the satisfaction of the Project Manager not be taken by the Contractor/sub-contractor within 30 (thirty) days after receipt of such claim by the Contractor/sub-contractor, the Employer or the Employer’s insurer may settle any such claim, after giving the Contractor notice of its intention to do so; provided that no such claim shall be settled by the Employer or the Employer’s insurer without first consulting the Contractor/sub-contractor.</p> <p>The foregoing provisions of this Sub-Clause shall apply <i>mutatis mutandis</i> to any such claim received by the Contractor directly.</p> <p>It is distinctly understood that should the Employer or the Employer’s insurer not settle any such claim at the earliest opportunity, it shall in no way prejudice the Employer or the Employer’s insurer’s rights to recover from the Contractor nor shall the Contractor raise any such defence against the Employer or the Employer’s insurer.</p> <p>Any moneys which become payable as a result of a claim under the insurance effected by the Employer shall be paid to the Employer after deduction of the deductible amount (first amount payable or Excess), who shall pay such amount to the Contractor or to the party rectifying, repairing or reinstalling or who has suffered the loss or damage, but this shall in no way affect the Contractor’s obligations in terms of the Contract.”</p>

**C1.2.3 DATA PROVIDED BY THE EMPLOYER**

Clause/Item		Entry
1.1.2.2 & 3	Employer's name and Address	<b><u>CITY OF TSHWANE</u></b> <b>PO Box 48</b> <b>PRETORIA</b> <b>0001</b>
1.1.2.4 & 1.3	Engineer's Name and Address	<b><u>Mpho Dibakwane</u></b> <b>City of Tshwane</b> <b>PO Box 423</b> <b>PRETORIA</b> <b>0001</b>
1.1.3.7	Defects Notification Period	365 days after Taking / Hand-Over
1.3	Electronic Transmissions systems	N/A
1.4	Governing Law	Law of the Republic of South Africa
1.4	Ruling Language	English
1.4	Language for communications	English
2.1	Time for access to the Site	28 days after commencement Date
4.2	Amount of Performance Security	N/A)
5.1	Period for notifying unforeseeable errors, faults and defects in the Employer's Requirements	10 days
6.5	Normal working hours	7h00 to 17h00
8.7 & 14.15(b)	Delay damages for the Works	Penalty of a sum per week of one half per cent of the works order price or such portion thereof as the case may be. No penalty in respect of any part of the Works which has put into beneficial use.
8.7	Maximum amount of Delay damages	Penalty shall not in any case exceed 15 % of the works order (project) price.
<b><i>If there are Provisional Sums:</i></b>		
13.5(b)	Percentage for adjustment of provisional sums	<i>Refer to part T2.2 Cost price adjustment: Form B.d</i>
<b><i>If sub-clause 13.8 applies:</i></b>		
13.8	Adjustment for Change in Cost; Table(s) of adjustment data	<i>Refer to Part T2.2 Cost price adjustment: Form B.d</i>
14.2	Total Advance payment	0% of the Accepted Contract Amount
14.2	Number and timing of instalment	N/A
14.2	Currencies and proportions	N/A
14.2	Start repayment of advance payment	N/A

Clause/Item		Entry
14.2(b)	Repayment amortisation of advance payment	N/A
14.3	Percentage of retention	10%
14.3	Limit of Retention Money	<i>Not applicable</i>
14.5(b)	Plant and Materials for payment when shipped en route to the Site	<i>Not applicable</i>
14.5(c)	Plant and Materials for payment when delivered to the Site	<i>Refer to Part C2.2 Activity Schedule / Bill of Quantities</i>
14.6	Minimum amount of Interim Payment Certificates	N/A
<i>If payment are only to be made in a currency / currencies and named on the first page of the Letter of Tender:</i>		
14.15	Currency / currencies of payment	<i>Refer to Part T2.2 Tender forms Form Bid</i>
18.1	Periods for submission of insurance: a. Evidence of insurance b. Relevant policies	Refer to particular conditions
18.2(d)	Maximum amount of deductibles for insurance of the Employer's risks	Refer to particular conditions
18.3	Minimum amount of third party insurance	Refer to particular conditions
20.2	DAB	The DAB of three Members
20.3	Appointment (if not agreed) to be made by	The President of FIDIC

**C1.2.4 DATA PROVIDED BY THE CONTRACTOR**

CLAUSE / ITEM		ENTRY
1.1.2.3 & 1.3	Contractor's Legal name and address	..... ..... .....
1.1.3.3	Time for completion of the works	..... days

---

**C1.3 FORM OF GUARANTEE**

WHEREAS

**THE CITY OF TSHWANE**

(hereinafter referred to as the "Council"),

enters into a Contract (No. \_\_\_\_\_) with.....

.....  
(hereinafter referred to as the "Contractor")

for .....  
.....  
.....

**AND WHEREAS** in terms of the General Conditions of the Contract the Contractor is required to furnish an acceptable independent guarantee for the due and proper fulfilment by him of all his duties and obligations in terms of the said contract.

**NOW THEREFORE** we the undersigned .....  
..... [full names of authorized agent(s)]

and acting in my/our capacity as .....

and .....

and as such duly authorized thereto, do hereby bind the said .....

(hereinafter referred to as the "Guarantor") as surety and co-principal Debtor in *solidum* for the sum of:-

R ..... ( .....  
.....)

for the due and proper fulfilment by the Contractor of all or any of his duties and obligations in terms of the said Contract. This guarantee shall not be interpreted as accessory to the contract between Council and the Contractor.

The Guarantor further undertakes, in the event of the Contractor failing duly and properly to fulfil any of his duties and obligations in terms of the said Contract or if the Contractor is placed under provisional liquidation or in the event of termination of the Contract by the Council in terms of the General Conditions of Contract, to pay to the Council, the said sum of

R ..... ) or  
.....

such portion thereof as may be required by the Council, immediately upon receiving written demand from the Council which written demand shall be addressed to the Guarantor at (*domicilium* address).

The Guarantor further hereby renounces the benefits of the legal exceptions:

- Exceptio non numerate pecuniae***
- Exception non causa debiti***
- Beneficium duobus vel pluribus reis debendi***
- Beneficium ordinis de excussionis***
- Beneficium Divisionis***

and all other defence which could be pleaded against the validity of this guarantee, with the meaning and effect of which it declares itself to be fully acquainted.

This undertaking shall remain in full force and effect up to and including the date of issue of the Certificate of Completion, as provided for in the General Conditions of Contract, unless the Guarantor is advised in writing by the Council 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. Notwithstanding the aforesaid, the Council may at its' sole discretion elect to have the amount provided for under this guarantee, paid out directly to it in the case of breach of contract by the Contractor by giving the Guarantor written notice to that effect, notwithstanding the fact that the Council may decide not to institute any further legal action against the contractor.

This document is not negotiable or transferable.

NAME(s): (BLOCK LETTERS)	.....	.....			
CAPACITY of authorized agents:	.....	.....			
SIGNATURE(s) of authorized agents:	.....	.....			
SIGNED at	.....	on this	.....	day of	.....
WITNESSE(S): (Full name – in block letters – and signature)					
1.	.....	.....	.....	.....	.....
2.	.....	.....	.....	.....	.....

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## **ANNEXURE A**

### **LIST OF INSTITUTIONS FROM WHO CONTRACT/DEPOSIT GUARANTEES CAN BE ACCEPTED.**

1. ABSA Bank
2. Credit Agricole Indosuez (South Africa Branch)
3. Development Bank of South Africa
4. FirstRand Bank
5. ING Bank N.V. (South Africa Branch)
6. Investec Bank
7. Landbank
8. National Housing Finance Co.
9. Nedcor Bank
10. South African Reserve Bank
11. Standard Bank
12. AIG South Africa
13. Credit Guarantee Insurance Co
14. Emerald Insurance Company
15. Federated Employers Mutual Assurance Co
16. Global Insurance Company
17. Guardrisk Insurance Company
18. Hannover Re:
19. Home Loan Guarantee Company
20. Lion of Africa Insurance Company
21. Metropolitan Life
22. Metropolitan Odyssey Ltd
23. MUA Insurance
24. Mutual & Federal Insurance Company
25. Rand Mutual Assurance Company
26. Regent Insurance Company
27. SA Eagle Insurance Company
28. Lombard Insurance.

**C1.4 GUARANTEE (CASH DEPOSIT)**

CONTRACT NO.: .....

Employer: **CITY OF TSHWANE**

Contractor: .....

Description of Contract: .....

I/We, the undersigned, .....  
(Contractor)

deposit herewith cash \*a bank certified cheque", in the amount of .....  
.....,  
.....

as surety for the due performance of the Contract by the abovementioned Contractor, and for all losses, damages and expenses that may be suffered or incurred by the Employer as a result of non-performance of the Contract by the Contractor, renouncing all benefits from the legal exceptions *ordinis seu excussions et divisions* no value received and all other exceptions which might or could be pleaded against the surrender of this deposit.

The deposit shall be returned to the Contractor on the issue of the Completion Certificate in terms of the Contract, unless the Contractor is advised in writing by the Employer before issue of the said Certificate of his intention to institute claims and the particulars thereof, in which event this deposit shall remain in force until all such claims are paid or settled.

FOR AND ON BEHALF OF	.....	(Contractor)			
NAME(s): (BLOCK LETTERS)	.....				
CAPACITY of authorized agents:	.....				
SIGNATURE(s) of authorized agents :	.....				
SIGNED at	.....	on this	.....	day of	.....
WITNESS(s): (Full name – BLOCK LETTERS – and signature)					
1.	.....	.....	.....	.....	.....
2.	.....	.....	.....	.....	.....

---

**C1.5: HEALTH AND SAFETY AGREEMENT**

**ARTICLE OF AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL SAFETY ACT, 1993 BETWEEN**

**THE CITY OF TSHWANE**

(Hereinafter referred to as the "EMPLOYER")  
AND

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

Herein represented by ..... in his/her capacity as .....

duly authorised by virtue of a resolution dated .....

, Attached hereto Annexure A, of the said .....

..... (herein after referred to as the  
"CONTRACTOR")

.....  
**WHEREAS** the CONTRACTOR is the mandatory of the EMPLOYER as contemplated in an agreement in respect of .....

..... Contract number .....

**AND WHEREAS** section 37 of the Occupational Health and Safety act, 1993 (Act 85 of 1993, hereinafter referred to as the "ACT"), imposes certain powers and duties upon the EMPLOYER.

**AND WHEREAS** the parties have agreed to enter into an agreement in terms of section 37(2) of the ACT.

**NOW THEREFORE** the parties agree as follows:

- a) The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
- b) The CONTRACTOR undertakes that all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations will be fully complied with. Provided that should the EMPLOYER prescribe certain arrangements and procedures, that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.

- c) The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedure, if any, imposed by the ACT and Regulations and the EMPLOYER expressly absolves the EMPLOYER from itself being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedure as the case may be.
  
- 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 the undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall 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 or to take such steps it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.
  
- e) The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigations, 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 agreement, and shall, on written demand, provide full details in writing of such an investigation, complaint or criminal charge as the case may be.

FOR AND ON BEHALF OF THE **CONTRACTOR**:

NAME(s): (BLOCK LETTERS) .....

CAPACITY of authorized agents: .....

SIGNATURE(s) of authorized agents: .....

SIGNED at ..... on this ..... day of .....

WITNESSES: (Full name – in block letters – and signature)

1. ....

2. ....



## ENERGY AND ELECTRICITY

### **BID NAME**

TENDER FOR THE SUPPLY, DELIVERY, CONSTRUCTION, INSTALLATION, TESTING AND COMMISSIONING OF 25 METER LIGHTING SCISSOR MASTS AS AND WHEN REQUIRED FOR THE PERIOD OF 3 YEARS.

### **BID NUMBER**

(EED 19-2024.25)

## **1. INTRODUCTION AND PURPOSE**

This specification covers the supply, installation and commissioning of 25-meter scissor lighting mast with six 315W LED luminaires in accordance with the requirements of this specification and the standards listed in normative reference section.

The service rendered shall comply with the national standards and the statutory requirements of the Occupational Health and Safety Act and Regulations.

## **2. PROJECT SCOPE**

### **2.1. Definitions and abbreviations**

The definitions and abbreviations listed in normative references shall apply together with the following:

- i. RD: Returnable documents;
- ii. ECSA: Engineering Council of South Africa;
- iii. OHSA: Occupational Health and Safety Act and Regulations;
- iv. SP: Service Provider;
- v. COC: Certificate of compliance (SANS10142);
- vi. City of Tshwane: City of Tshwane;
- vii. EE: Energy Efficient
- viii. LED: Light Emitting Diode

ix.	DB:	Distribution box
x.	PL	Public Lighting
xi.	HDPE	High Density Polyethelyn
xii.	SIC	Supply, Installation and Commissioning
xiii.	EP	Electrical Engineering Works – Infrastructure
xiv.	ME	Mechanical Engineering Works
xv.	SL	Structural steelwork and scaffolding.
xvi.	CE	Civil Engineering
xvii.	SANS	South African National Standards
xviii.	PPE	Personal Protective Equipment

## **2.2. CIDB REQUIREMENTS.**

Bidders are required to have any of the following grading or higher: 3EP or 3ME and 3SL or 3CE . The Service Provider (SP) must ensure that soil bearing pressure samples for the foundation design are done by an ECSA registered engineer (Geotechnical engineer). The SP must ensure that the mast is designed by an ECSA registered engineer (Structural engineer).

## **2.3. RENTENTION**

The City of Tshwane reserves the right to retain a percentage of the invoiced amount until the defect period has lapsed. The retention amount is 10% of the total invoice amount (VAT Exlc), claimable at the expiry of defects certificate per specific project (single lighting mast installation). The defects period is 12 months starting on the date of commissioning of the lighting mast. The defect correction period is two weeks from the date of inspection after the defects period. Should the contractor fail to correct the defects within the defect correction period, the employer shall have the sole right to take one or more of the steps against the contractor:

- a. terminate the contract between the contractor and the employer for the remainder of the contract period.
- b. the retention amount for the specific project for which the clause is applied or the total retention amount already withheld by City of Tshwane for other projects, whichever is higher, shall be forfeited.

ALL decisions made shall be recommended and implemented by the Project Manager. The Divisional Head: Energy and Electricity Department shall approve such a recommendation prior to implementation. The recommendation(s) will be processed through the supply chain management process.

## **2.4. TECHNICAL SPECIFICATION**

### **2.4.1. Normative references**

The latest editions of the standards listed below apply:

- a. SANS10225:2012 - The design and construction of lighting masts.
- b. SANS 10142: 2012 - Wiring of premises: Part 1: Low-voltage installations.
- c. SANS 475:2010 - Luminaires for floodlighting - Performance requirements.
- d. SANS 10313: Protection against lightning-Physical damage to structures and life hazard
- e. Occupational Health and Safety Act and Regulations.
- f. SANS 1921-1: 2004- Construction and management requirements for works contracts Part 1: General engineering and construction works
- g. ; SANS 1921- 4: 2004 - Construction and management requirements for works contracts Part 4: Third-party management support in works contracts
- h. and SANS 1921 – 5: 2004 - Construction and management requirements for works contracts Part 5: Earthworks activities which are to be performed by hand

### **2.4.2. Soil types**

- Pickable ground is defined as follows: Ground which can be removed with spades and pickaxes and includes loose gravel, loose or soft shale, loose ferricrete and stones (<75 mm diameter). Provision was made in the bid to do the work mechanically or by hand tools. Mechanical excavations will however only be allowed with the consent of the Project Manager.
- Soft rock/Compacted ground is defined as follows: Rocks or stones which can be loosened by hand tools and includes shale, compact ferricrete and rocks with a diameter of 75 mm or bigger. (0.03 m<sup>3</sup> in volume).
- Hard rock is defined as follows: Granite, quartz sandstone, slate and any other rock with the same hardness or size, solid shale and rocks more than 0.03 m<sup>3</sup> in volume and where the use of a jack-hammer, explosives or any other mechanical means is necessary.

### **2.4.3. Requirements**

Design requirements for new lighting masts

The requirements of SANS 10225 apply together with the following:  
The clauses below refer to SANS 10225.

Each must be delivered complete with the following components:

- Lighting mast headgear and LED luminaires. The photometric data for all offered luminaires shall be provided with the tender.
- Mechanical and electrical operating cables and;
- Electrical distribution board;
- Foundation.

a) Prototype.

After the contract is awarded, a prototype scissor lighting mast shall be manufactured, and demonstrated by the Service Provider (SP) and approved by the City of Tshwane's Electrification and Service Connections Section before full scale production can commence.

This demonstration shall include:

Mast operation;

- Raising, lowering of the scissor mast;
- Maintenance procedures such as lamp, LED luminaire replacement.
- Operation and maintenance procedures.

b) Corrosion protection, paints and protective coatings.

The mast, headgear for supporting of LED luminaire and fastening brackets shall be galvanized. All other accessories supplied shall be corrosion resistant.

### **2.4.4. Design**

The requirements of SANS 10225 apply together with the following.

a) 5.1 Terrain categories

Category 3 of SANS 10225 applies.

b) 5.2 LED luminaires.

a) LED luminaire spigot shall comply with SANS 1088: LED luminaire entries and spigots. Type 2 and 3.

b) LED luminaires shall be supported by headgear.

### **2.4.5. Construction**

The requirements of SANS 10225 apply together with the following  
The City of Tshwane shall inspect each prepared foundation before casting.

a) Foundations

For tender purposes, the scissor lighting mast foundation shall be designed for a soil bearing pressure of 100 kPa and shall be submitted with the tender.

The soil bearing pressure at each lighting mast foundation shall be determined by a geotechnical engineer and shall be used in the foundation design during construction phase.

The scissor lighting mast foundation shall be designed by a professional engineer and the design shall be included in the handing over certificate.

b) Erection

- Each lighting masts shall be supplied with an identification plate which shall comply with the following:
  - i. Mast identification plate ID: plate size: A3 size Retro-Reflective marking board with white reflective background and black letters. The board must comply to SANS 20104: 1998.
  - ii. City of Tshwane logo size: 80mm x 80mm; and
  - iii. ID plate letter height: 100mm.
  - iv. The mast ID shall be fixed to the mast shaft at a height of 3,5m above the flange facing the road, by means of four bolts. The City of Tshwane site agent shall provide the numbers.
  
- Each mast must have the following identification by the manufacturer:
  - i. Manufacturer's name;
  - ii. Year and month of manufacture;
  - iii. Serial number

c) Electrical installation

The electrical distribution board shall comply with the requirement of SANS 10142-1, for fixed installations (C.2).

The power supply cable to each mast shall be provided by the City of Tshwane.

The SP shall terminate and connect the supply cable and test the electrical installation before handover.

Cable access:

Each lighting mast foundation shall have two 100mm diameter non-ferrous cable sleeves leading out from the inside of the mast to a point 50mm outside the foundation, 600mm below the final surrounding ground level.

The electrical distribution board shall comply with the requirement of SANS 10142-1, installation components for fixed installations (C.2), consisting of the following:

- I. Three-pole isolator (LV main switch);
- II. LV MCB;
- III. LV 400V/60A contactor and by-pass MCB PECU operated;
- IV. Earth bar;
- V. Neutral bar;
- VI. LV surge protection on each phase;
- VII. 7 pin CEE plug and coupler.

Electrical components display the SABS or CE certification mark for approved performance.

Labels shall be assigned to each function and engraved in ivorene, secured by means of small screws.

Test lead:

Each mast shall be equipped with a test lead of 3m length for the testing of streetlight luminaires in the lowered position.

LED luminaires

LED Luminaires shall be connected on alternate phases.

d) Lightning protection

Lightning protection design and installation shall be carried out in accordance with SANS 10131.

Allowance shall be made for the installation of two earth rods (SANS1063), installed directly underneath each mast before the casting of the foundation. The earth rod resistance shall be measured in the presence of the City of Tshwane engineer. Additional earth rod(s) shall be installed, at the unit rates quoted in the Pricing Schedule. Recommended earth resistance: SANS 62305-3: 5.4: 10 ohm or lower.

e) TEST, COMMISSIONING AND HANDING OVER CERTIFICATES:

The following tests and inspections are required at commissioning stage:

- a) Earthing rod resistance test at every mast.
- b) LED luminaires in working order.
- c) LED luminaires-aiming angles/setting.
- d) Test of switch socket outlet and earth leakage relay.

The SP shall provide a Handing over Certificate for every mast containing the following information:

- (i) Mast design: SANS 10225.
- (ii) Mast foundation design SANS 10100-1.
- iii) Soil bearing pressure report.
- (iv) Result of concrete cube test: SANS 10225.
- (v) Test certificates certifying the load rating of ropes.
- (vi) CoC for distribution board: SANS 10142-1.

(vii) Lightning protection: SANS 10313 Annex A: Installation safety report.

(viii) "As Built" drawing SANS 10225.

(i) The Pre-Commissioning Checklist is required to be completed by the SP prior handing over and before payment is made.

(ii) Picture evidence of installed earthing

f) Electrical cables

A flexible, multi-core, heavy duty trailing cable to SANS 1520-1, (Flexible electric trailing cable), shall be installed between the distribution board in the base of the mast for the power supply to the luminaires. The cable shall be entirely suitable for the bending and load carrying stresses involved and to withstand any abrasion occurring during normal service due to mast vibration.

Both ends of the cable shall be fitted with adequately rated, 3-phase neutral and earth, plug-in connectors to match the socket outlet at the mast distribution board and an identical socket outlet mounted in/on a weather-proof, corrosion resistant terminal box on the luminaire carriage.

#### **2.4.6. Lead time and Penalties levied.**

The expected delivery period for a new lighting mast is 8 weeks or less

### **3. SUBCONTRACTING**

Where possible, the service provider must sub-contract some of the work to local contractors.

Some of the work that can be sub-contracted are but not limited to excavations for foundations and electrical connections.

- I. The main contractor (or his agent) shall demarcate the outline and depth of the required lighting mast foundation on site by means of suitable pegs.
- II. The main contractor shall issue the subcontractor with a written instruction in the construction site book for each excavation required.
- III. The main and subcontractor shall both sign the construction site book for each entry.
- IV. The sub subcontractor shall make an entry into the site book on completion of each excavation.
- V. the subcontractor shall provide his own personnel protective equipment PPE and excavation equipment for the duration of the contract period.
- VI. The main contractor must make provision for supervision for of subcontractors in the tendered price.

#### 4. COMPLIANCE TO OCCUPATIONAL HEALTH AND SAFETY REGULATIONS

Notwithstanding any laws stated in any part of this tender document and the contract, the contractor is required to comply with the Occupational Health and Safety (OHS) Act and regulations as amended from time to time.

- i). Provision of Health and Safety file [Once off]

The unit of measurement shall be number of health and safety files provided. The cost component shall include full compensation for the provision and maintenance of a health and safety plan, risk assessment, permit applications, notifications and a health and safety file on site containing all the documentation required in terms of the act and applicable regulations. The safety plan must always be specific to the project for which it is going to be applied.

- ii). Provision of Safety Officer [Per month]

The unit of measurement shall be number of days worked per 30 days calendar month. Where the safety officer has worked for less than 30-day calendar month, a pro rata rate shall be calculated and used. (Normal hour rate shall apply)

The cost component shall include full compensation for the provision of one or more competent and experienced safety officer as may be necessary for the duration of the contract.

- iii). Provision of personal protective clothing and equipment [Per Set]

The unit of measurement shall be per set of PPE for each person. The cost component shall include full compensation for the provision, maintenance, repair and/or replacement of damaged or unsuitable protective clothing and equipment for use by the contractor's employees. Provision of PPE must be in accordance to HIRA or PPE study.

The set of PPE shall include the following items: Safety hard hat, work suits, safety boots, safety gloves, Covid-19 mask and suit

- iv). Occupational Health and Safety training [Each]

The unit of measurement shall be per each person trained.

The cost component shall include full compensation for the provision of training programs for the contractor's employees and also, where applicable, for sub-contractors. Training shall include first aid training and/or OHS representative training as per the requirements of OHS regulations.

- v). Provision of safety fences, signs and barricades

The cost component shall include full compensation for the provision of safety fences, signs and barricades as well as maintenance, repair and/or replacement of damaged safety fences, signs and barricades and for all labour and costs required for the placement, removal or moving to new positions as and when necessary. The cost of safeguarding the above items against theft and vandalism shall also be included in the tendered rate.

The unit of measurement shall be

1 Safety fence [Per one mast project]

2 Safety signs [Per one mast project]

3 Safety barricade [Per one mast project]

## 5. VALIDITY PERIOD

The validity period for the tender after closure is 90 days. City of Tshwane shall have right and power to extend any tender validity period beyond any initial validity period set and subsequent extensions. SCM shall ensure that an extension of validity is requested in writing from all bidders before the validity expiry date. Extension of validity shall be finalized while the quotations/bids are still valid.

## 6. TECHNICAL SCHEDULES

### TECHNICAL SCHEDULE A AND B

#### ITEM 1: 25m Scissor lighting mast (SANS10225).

SCHEDULE A: Purchaser's specific requirements.

SCHEDULE B: Guarantees and particulars of equipment supplied.

**NOTE: Tenders will not be considered unless this form is completed in full and signed, and also failure to comply with the requirements. Referring to annexures, brochures or similar without completing this schedule in full will lead to disqualification.**

	DESCRIPTION	SCHEDULE A	SCHEDULE B
1	Supplier of mast?	xxxxx	
2	Manufacturer of mast?	xxxxx	
3	Location of mast manufacturing plant?	Xxxxx	
4	SANS 10225: Name of mast design engineer? ECSA registration number?	Provide details	
5	SANS 10225: foundations: geotechnical engineer performing soil bearing pressure testing? ECSA registration number?	Provide details	
6	SANS 10225: Concrete test cubes: laboratory performing cube testing?	Provide details	
7	SANS 10313: Lightning protection installation design: responsible person?	Provide details	
6	SANS 10225: Mast design, drawing and operating		

	instructions included in the tender?	Must be submitted with the tender document	
7	SANS 10225: Galvanizing comply with SANS121, acceptance testing and coat thickness, please supply proof?	Supply proof	
8	SANS 10225: Method of securing mast in the raised position? Detail of counterweight supplied for all?	State	
9	SANS 475: LED luminaire Manufacturer, catalogue number? Photometric data-file attached?	State and attach photometric data file	
10	SANS 10225: Manufacturer of electrical distribution board?	Provide details	
11	SANS 10142-1: Person responsible for CoC?	Provide details	
12	SANS 10142-1: DB layout submitted with the tender?	Submit with the tender	
11	SANS 10225: Detail of mast locking mechanism?	Provide details	
12	Detail of labels supplied?	Provide details	
13	Delivery period for a complete design, installation, testing and commissioning of a lighting mast	8 weeks or less	
14	Number of masts that can be delivered in two months	Specify	

**C2.1 PRICING INSTRUCTIONS**

1. ....

**C2.2 PRICING INSTRUCTIONS**

1. The Contractor is required to price for providing the services relating to each activity provided in the Activity Schedule.
  
2. If a particular activity is not identified, the cost to the Contractor of doing the work must be included in, or spread across, the other Prices in order to fulfil the obligation to complete the works for the tendered total of the Prices.
  
3. Please note that the tender will be awarded as whole. Bidders must quote for all the items on the pricing schedule. Omission to quote for any item shall disqualify the bidder from further evaluation

## C2.2 PRICE LIST / ACTIVITY SCHEDULE

Pricing Schedule: 25m Scissor mast

		ACTIVITY SCHEDULE				
ITEM NO:	SANS 10225	Activity description	Unit	Estimated Quantities	Unit Price (VAT EXCL.)	Total Price (VAT EXCL)
1.1	14.1	Design, supply, deliver and off-load mast complete with luminaire carriage and accessories	Per mast.	330		
1.2	14.2	Install and commission mast	Per mast	330		
1.3	14.3	Supply and install concrete foundation for 25m mast (100kPa) including cost of all tests and certificates	Per mast.	330		
1.4	14.4	SIC 6 X 315W LED luminaires	Per mast	330		
1.5	14.5	Supply and install mast earthing.	Per mast.	330		
1.6	14.6	Installation of additional earthing rod and earth rod resistance measurement.	each	200		
			each			
		Excavations:	Per cubic meter			

1.7	14.8	Excavate in pickable soil for mast foundations, backfill, compact and dispose of surplus material	Cubic metre	250			
	14.9	Excavate in hard and soft rock for mast foundations, backfill, compact and dispose of surplus material	Cubic metre	250			
1.8	14.9.1	Hard rock	Cubic metre	450			
1.9	14.9.2	Soft rock	Cubic metre	450			
1.10	14.9.3	Supply, concrete for casting larger foundations	Cubic metre	450			
1.11	14.9.4	Mechanical test for the mast at least once a year (Testing for safety)	Per mast.	300			
	15.	Provision of personal protective clothing and equipment per person <i>(The set of PPE shall include the following items: hard hat, work suits, safety boots and safety gloves) and accessories</i>	Per set	50			

		Provision of OHS file	Once off	1			
		Occupational Health and Safety Officer (full	Per Month	36			
		OHS representative Training (per person)	each	40			
Provision of safety fences, signs and barricades							
		Provision of safety fences/net	per one mast project	300			
		Provision of safety signs	per one mast project	300			
		Provision of safety barricades	per one mast project	300			
	<b>TOTAL PRICE TO FORM OF OFFER (VAT EXCLV)</b>						
	<b>VAT</b>						
	<b>TOTAL PRICE VAT INCLUSIVE</b>						

Tenderer's signature: \_\_\_\_\_.

	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	
	PROJECT DESCRIPTION	Design, construction, delivery, installation and testing of 25m scissor lighting masts as and when required over three-year period.
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## General Notification

This document forms an integral part of the tender document and, in particular, shall constitute the Client's (City of Tshwane.) Occupational Health & Safety Specification, as required by the Construction Regulations, 2014, as promulgated under the Occupational Health and Safety Act (Act no. 85 of 1993).

This 'Health and Safety Specifications' document is governed by the "Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), hereinafter referred to as 'The Act'. Notwithstanding this, cognizance should be taken of the fact that no single Act or its set of Regulations can be read in isolation. Furthermore, although the definition of Health and Safety Specifications stipulates 'a documented specification of all health and safety requirements pertaining to associated works on a construction site, so as to ensure the health and safety of persons', it is required that the entire scope of the Labour legislation, including the Basic Conditions of Employment Act be considered as part of the legal compliance system. With reference to this specification document this requirement is limited to all health and safety issues pertaining to the site of the project as referred to here-in. Despite the foregoing it is reiterated that environmental management shall receive due attention.

Due to the wide scope and definition of construction work, every construction activity and site will be different, and circumstances and conditions may change even on a daily basis. Therefore, due caution is to be taken by the Principal Contractor when drafting the Health and Safety Plan based on these Health and Safety Specifications. Prior to drafting the Health and Safety Plan, and in consideration of the information contained here-in, the contractor shall set up a Risk Assessment Program to identify and determine the scope and details of any risk associated with any hazard at the construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard. This Risk Assessment and the steps identified will be the basis or point of departure for the Health and Safety Plan. The Health and Safety Plan shall include documented 'Methods of

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Statement' (see definitions under Construction Regulations) detailing the key activities to be performed in order to reduce as far as practicable, the hazards identified in the Risk Assessment.

## **1. Introduction**

In terms of the Construction Regulation 5 (1) of the OHS ACT, the client is required to compile an Occupational Health and Safety Specification for an intended project. This specification has an objective to ensure that the principal contractor entering into a contract with the client achieves and maintain an acceptable level of Occupational Health and Safety performance and compliance.

This document forms an integral part of the contract between the client and the principal contractor.

The Principal Contractor and its Contractors shall furthermore implement any reasonable practicable means to ensure compliance to this Occupational Health and Safety Specification and any other applicable legislation on their organization and/or activities performed by or for them Compliance with this document does not absolve the principal contractor from complying with any other minimum legal requirement and the principal contractor remains responsible for the health and safety of his employees, those of his mandatories as well as any person coming on site or on adjacent properties as far as it relates to the construction activities

## **2. The Client `s commitment to Occupational Health and Safety Management**

City of Tshwane is committed to responsible occupational health, safety management. This commitment is essential to protect the environment, employees, mandatories, visitors and

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provide a work environment conducive to health and safety. Principal Contractors and their Contractors shall demonstrate their commitment and concern by:

- Ensuring that decisions and practices affecting occupational health and safety performance are consistent with the issued specification;
- Ensuring adequate resources are made available for the effective implementation of occupational health and safety control and mitigation measures;
- Participating in hazard identification and risk assessments and design safety reviews;
- Communicating occupational health and safety management processes, strategies and control measures with all levels of employees, contractor and/or visitors;
- Ensuring visible leadership at all sites;
- Promoting and enforcing the use of correct types of Personal Protective Equipment (PPE);
- Reporting and investigation of incidents and accidents and ensuring actions are identified and implemented to prevent similar types of incidents reoccurring;
- Participating in Client audits and meetings and ensuring required actions are implemented within reasonable time frames on the site/project;
- Recognizing and commending safe work practices and coaching employees who require guidance;
- Applying and enforcing consequence management from deviations and transgressions of/from compliance to this OHS Specification noted and/or observed, where applicable;
- Carrying out safety observations, implement corrective and preventative actions and giving immediate feedback;
- Encouraging employee participation in the formulation of work instructions and safety rules.

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### 3. Scope

To develop a project specific Occupational Health and Safety Specification that addresses the reasonable and foreseeable, risks, exposures and aspects of Occupational Health and Safety as affected by the design, construction, delivery, installation and testing of 25m scissor lighting masts complete with luminaire carriage and accessories as and when required over three year period.

The specification will provide the requirements that the principal contractor and other contractors will have to comply with in order to reduce the risk associated with the above mentioned contract work and that may lead to incidents causing injury and/or ill health to a level as low as reasonable practicable and possible.

### 4. Omissions from OHS Specification

Where any omission from the OHS Specification is identified, applicable legal requirements will constitute the minimum standard for compliance to the relevant omission. The responsibility will be on the Principal Contractor to provide assurance to the client (City of Tshwane) on compliance to the applicable legal requirements related to the activity / task / process.

### 6. Change or Review of Specifications

Whenever the client (City of Tshwane) identifies the need to change or review the OHS Specification, approved changes and revisions will be communicated to the Principal Contractor. A cost analysis on the implementation of the proposed changes / revisions will be calculated through a collaborative processes between the Client and the Principal Contractor – where the

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approved changes and/or revisions has no cost implication for the Principal Contractor the Principal Contractor will be required to accept the approved changes / revisions and ensure implementation within the OHS Plan .

## **7. Safety Files**

### **7.1. Preparation and Submission of safety file**

The Principal Contractor shall prepare a safety file containing the processes / procedures and templates to be applied during the project period for the scope of work. The Principal Contractor will be evaluated during the contract period against the submitted safety file.

At a minimum the safety file shall contain the following documentation and in accordance with the specification:

1. Scope of work to be performed;
2. Public Liability
3. Personnel list (Principal Contractor employees);
4. OH&S Policy and other procedures;
5. Updated copy of the Occupational Health and Safety Act (Act no. 85 of 1993) and its Regulations.
6. Updated copy of the Compensation for Occupational Injuries and Diseases Act (Act no. 130 of 1993) and its Regulations;
7. Proof of valid registration and good standing with the Compensation Commissioner or another licensed Insurer;
8. OHS Plan approved by the Client.
9. Agreement with Mandatory in terms of Section 37(1) &2 of the OHS Act.

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10. Approved risk assessments, review and monitoring plans and safe work procedures (method statements);
11. A list of contractors (sub-contractors) including copies of the agreements between the parties and the type of work being done by each contractor;
12. Designs and/or drawings;
13. All written designations and appointments for project scope of work (CV and competency copies);
14. Management structure (inclusive of OH&S responsibility & meeting structure);
15. Induction training and site OHS rules;
16. Occupational health and safety training matrix / plan;
17. Arrangements with contractors and/or mandatories;
18. The following registers (as applicable to contract scope of work):
  - Accident and/or incident notifications, investigation & control register;
  - Occupational health and safety representatives inspection register;
  - Construction vehicles and mobile plan inspections;
  - Daily inspections templates of vehicles, plant and other equipment by the operator, driver and/or user;
  - Daily inspections templates of excavations by competent person;
  - Toolbox talks pro-forma;
  - Designer's inspections and structures record template;
  - Inspection template of electrical installations (including inspection of portable electrical tools, electrical equipment and other electrical appliances);
  - Fall protection inspections template;
  - First-aid box content template;
  - Record of first-aid treatment template;
  - Fire equipment inspection and maintenance template;

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- Machine safety inspections template (including machine guards, lock-outs etcetera);
- Inspection templates for lifting machines and –tackle (including daily inspections by drivers/operators);
- Inspection templates of welding equipment; and
- Monthly reporting and recording of statistics templates;
- Keeping of any other record in terms of applicable legislation falling within the scope of OHS Legislation applicable to the project and the Principal Contractor / Contractor’s activities and organization.
- Emergency preparedness and response programmes;

## **7.2. Evaluation and approval of Safety file**

The client (City of Tshwane) will conduct an initial inspection and evaluation of the Principal Contractor’s OHS file for approval purposes to commence work. The Principal Contractor is required to submit the OHS file within 5 days after receiving the induction training from the Client. The Client will evaluate the file and give feedback to the Project manager and the Principal contractor. If the file has not been approved, the Principal contractor shall ensure that the outstanding documents are submitted for re-evaluation within 3 working days.

NOTE: The construction work cannot commence until the safety file is approved. The approval letter from the Client must be kept in the OHS file and any letter issued concerning the evaluation of the file. Principal Contractors are required to achieve at least 80% (Eighty Per cent) compliance on the entire safety file documentation to obtain approval by the Client.

## **7.3. Principal Contractor engagement phase**

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The Principal Contractor shall commence with the construction work after approval of the safety file. The following processes will be applied to the Principal Contractors on a monthly basis for the duration of the contractual period:

- Monthly Compliance Assessments;
- Site Inspections;
- Progress meetings;
- Contractor`s forum OHS meetings held at City of Tshwane

An initial site establishment inspection will be conducted by the Client after approval of the safety file / plan.

#### **7.4. Project close-out and submission of consolidated Health & Safety File.**

On completion of a construction work/ project the Principal Contractor shall submit all documentation required for the consolidated safety file to City of Tshwane as part of the project hand over documentation.

At a minimum, the safety file will contain the following records:

1. Approval letter by City of Tshwane on contents of Health and Safety file including plan;
2. Scope of work performed;
3. OHS Policy and other procedures;
4. Proof of registration and good standing with the Compensation Commissioner or another licensed Insurer;
5. OHS plan approved by the Client including the underpinning risk assessment(s) and method statements;
6. A list of contractors (sub-contractors) including copies of the agreements between the parties and the type of work done by each contractor;

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7. Notifications of new projects /extension of scope received;
8. Designs and/or drawings;
9. Occupational health and safety committee meeting agenda and minutes;
10. Copies of written designations and appointments (CV and competency copies);
11. Management structure (inclusive of OHS responsibility & meeting structure);
12. Induction training conducted and site OHS rules;
13. Occupational health and safety training provided;
14. Arrangements with contractors and/or mandatories;
15. Description of security measures;
16. All applicable registers:

## **8. OHS Specification Requirements**

### **8.1.General Requirements of Health and Safety Plan**

Construction Regulation 7 (1) stipulates that the principal contractor must provide and demonstrate to the client a suitable sufficiently documented and coherent site specific health and Safety Plan, based on the client's documented Health and Safety Specification contemplated in Regulation 5(1) (b), which plan must be applied from the date of commencement of and for the duration of the construction and which must be reviewed and updated by the principal contractor as work progresses.

It is expected from the Contractor to include in his safety plan method statements on how to accomplish the requirements relating to the Construction Regulations, 2014 and related incorporated standards and regulations.

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Principal Contractors should describe how their safety management systems will work and what control procedures they plan on using to ensure safety on the construction site

The following generic aspects should be covered in the Safety plan:

- What administrative procedures the Principal Contractor envisages to use in the implementation and maintenance of the safety plan with reference to the construction site
- How continuous assessment of the safety plan will be assessed and implemented with respect to construction site
- What control systems the Principal Contractor envisages to implement on site to support his safety program
- How the Principal Contractor will ensure that he adheres to the construction regulations in respect of competent persons for appointments
- What external resources the Principal Contractor envisages on using to ensure successful implementation and sustainability of the safety plan
- What training to employees the Principal Contractor envisages and how he would go about to execute it
- The Principal Contractor should indicate which competent persons he plans on employing based on the scope of work.

## 8.2. Outline of Health and Safety Plan

The Principal Contractor's Health and Safety Plan prepared in accordance with this specification shall consist of at least the following sections and sub-sections:

1. Aim and Scope of Plan,
2. Risk Assessment,

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- a. Alternative Forms of Risk Assessment,
- b. Methodology of Risk Assessment,
- c. Elements of Risk Assessment,
  - i. Scope of assessment,
  - ii. Risks Identified,
  - iii. Risk Analysis,
  - iv. Risk Evaluation,
  - v. Risk Treatment(safe working procedures)
  - vi. Monitoring and reviewing,
3. Resources,
  - a. Health and Safety Staffing Organogram,
  - b. Supervisors, Inspectors and Issuers,
  - c. Employees,
  - d. Subcontractors inclusive of their scope of work and their core resources,
  - e. Training,
  - f. Plant,
  - g. Vehicles,
  - h. Equipment
4. Materials,
  - a. Temporary Materials
  - b. Permanent Materials
5. Categories of Work
6. Implementation of Health and Safety Plan,
  - a. Administrative systems,
  - b. Training,
  - c. Reporting,

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- d. Monitoring,
- e. Inspections,
7. Auditing,
  - a. Internal audits,
  - b. Follow-up audits,
8. Financial Aspects,
9. Emergency procedures and response

### **8.3. Risk Assessment**

#### **8.3.1 General**

This section of the specification provides guidelines for the Contractor in preparation of risk assessments in order to ensure compliance with Regulation 9 of the Construction Regulations, 2014. According to SANS 31000:2009, Risk is the overall process of risk identification, risk analysis, and risk evaluation. This section highlights the principles related to the preparation of suitable and sufficient risk assessments. Contractor Staff intending to prepare risk assessments should be trained and suitably experienced in the application envisaged.

A suitable and sufficient risk assessment is an assessment which:

- Accounts for risks that are likely to arise during the construction of the Works,
- Enables the development and implementation of systems to manage the risks,
- Remains valid for a reasonable period of time,
- Provides a basis for training of employees, and
- Improves working procedures and introduce long term controls.

The requirements of the Construction Regulations will not be satisfied by a single risk assessment exercise that holds good for all time. The risk assessment process on the Works is an ongoing process.

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The objectives of risk assessments are to:

- Identify the risks that are mostly in need of reduction,
- Identify the various options for achieving such reduction,
- Identify the risks that require careful ongoing management, and
- Identify the nature of the required ongoing attention.

### **8.3.2 Forms of Risk Assessment**

In order to ensure compliance with the Construction Regulations, the Contractor will be required to carry out the following three forms of risk assessment:

#### **8.3.2.1 Activity based risk assessment**

#### **8.3.2.2 Issue based risk assessments**

#### **8.3.2.3 Continuous risk assessments**

### **8.3.4 Methodology for the Preparation of Risk Assessments**

The Contractor shall in the preparation of risk assessments, follow the following general principles:

- Appoint in writing a suitably competent risk assessor
- The appointed risk assessor shall lead the risk assessment process
- Provide the team with background data, scope of work, potential hazards and underlying causes, and

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- Where necessary employ experts for complex risk assessments and aspects of risk assessments that require experiential judgment,
- Institute an ongoing system of identifying aspects of the work that require risk assessment.

### 8.3.5. Elements of a Risk Assessment

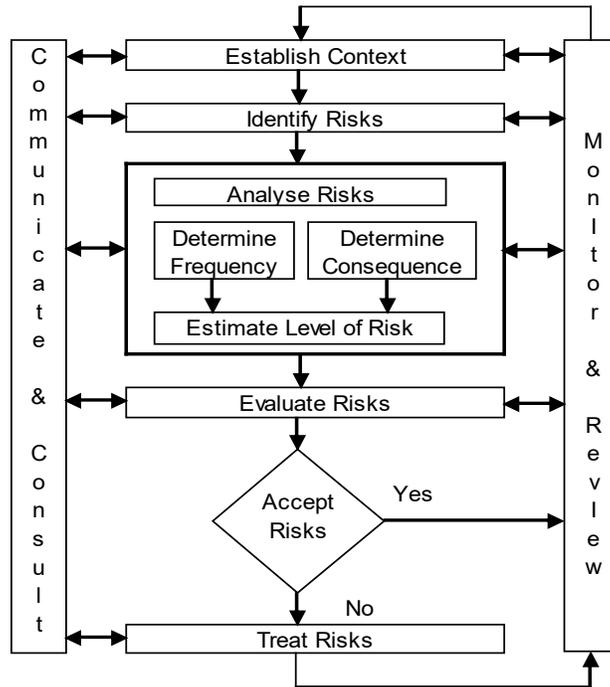
The process of carrying out a risk assessment consists of a number of well-defined steps. These steps improve decision-making by providing a greater understanding of the risks and their impacts.

The main steps or elements of the risk assessment process are as follows:

- 1) Consider scope and nature of risks involved, determine purpose and physical and legal bounds of assessment and define risk evaluating criteria,
- 2) Systematically identify risks,
- 3) Analyze risks with regard to causes, likelihood of occurrence and possible consequences against the background of existing controls and its effectiveness,
- 4) Evaluate risks in terms of pre-established criteria to determine need and priority for attention,
- 5) Treat risks through a process of risk elimination, substitution, controlling risk at source, risk mitigation such as training and as far as risk remains, provide personal protective equipment (PPE),
- 6) Monitor and review progress and performance in terms of management system, and
- 7) Communicate and consult.

The above steps are as depicted in Figure 1, below.

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**Figure 1: Risk Management Process**

The Contractor shall ensure that the risk assessment compiled as part of his Health and Safety Plan contains at least these items.

Refer to Baseline Risk Assessment Annexure 2 of this specification..

### 8.3.5.1 Risk Identification

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The Contractor should regard this step of the risk assessment as the most important. Subsequent analysis and evaluation of risks and the development of risk control measures are wasted if the risks or hazards on the Works are not carefully identified.

The Contractor should bear the following principles in mind when identifying the risks:

- i) Systematically address all risks or hazards on the Works,
- ii) Review all aspects of the work, but consider only those that have a potential to cause harm,
- iii) Rank the risks identified in order of importance and then use appropriately advanced techniques to deal with major risks,
- iv) Deal mainly with major risks and don't obscure these with unimportant information, especially minor risks,
- v) Address what actually happens in the workplace during the work activity
- vi) Consider all persons that may be affected,
- vii) Highlight those groups and individuals who may particularly be at risk, and
- viii) Review the adequacy and effectiveness of existing safety controls and measures

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### 8.3.5.2 Risk Analysis

In this step, the Contractor will be required to analyze the risks identified by determining each risks frequency and magnitude or severity of the consequence of the risk or hazard.

The frequency of occurrence of a hazard may be expressed as the number of times that it may occur in year, decade, lifetime, century, or longer period, according to comparative human experience. The magnitude of the likely consequence of a hazard may be expressed in terms of the degree of incapacitation, number of people or costs involved. The frequency of occurrence of a hazard and the magnitude of its consequence may be compounded as the risk that it poses as shown in the “risk matrix” in Figure 2 below.

Frequency of Occurrence of Hazard	Severity of Consequences of Potential Hazard					
	1 Medically treatable injury	1 Compensable injury	10 Compensable injuries	1 Permanently disabling injury	1 Fatality	10 Fatalities
Frequent; 1 or more occurrences per year	Medium	High	Very high	Severe	Severe	Severe
Several times during a career; 0.1 occurrences per year	Medium-low	Medium	High	Very high	Severe	Severe
Unlikely, but possible during a career; 0.01 occurrences per year	Low	Medium-low	Medium	High	Very high	Severe
Very unlikely during a career; 0.001 occurrences per year	Low	Low	Medium-low	Medium	High	Very high
Barely credible; 0.0001 occurrences per year	Low	Low	Low	Medium-low	Medium	High

**Figure 2: Compounded Risk Matrix**

The columns in the table represent the likely consequence of the hazard and the rows, the frequency of occurrence. The scales for both quantities represent consistent progressions, able they qualitative. The risks evidently range from low to severe. Note that diagonals in the matrix represent the risks of the identified hazards, taking the effectiveness of controls into consideration.

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The table represents a typical risk matrix that need not necessarily be adopted by the Contractor. The Contractor may use an alternative risk matrix provided that it is approved as part of his Health and Safety Plan.

### 8.3.5.3 Risk Evaluation

In this step the Contractor will be required to compare the risks found during the analysis process with similar risks previously experienced for the purpose of deciding how to treat the risk. A useful systematic approach for this purpose is as follows:

- If the assessed risk exceeds similar risks that have occurred in the past and that are considered to be unacceptable, the assessed risk would require treatment depending upon its magnitude as discussed in Section 4.4.5, or
- If the assessed risk exceeds similar historical risks that are acceptable, treatment of the assessed risk will depend on the extent by which it exceeds the historical risks, or
- If the assessed risk is less than historical risks that are unacceptable, treatment of the assessed risk will depend on the extent by which it is less than the historical risks, or
- If the assessed risk is less than historical risks that are acceptable, the assessed risk would also be acceptable and would not require any treatment.

### 8.3.5.4. Risk Treatment

The contractor must select one or more options of modifying risks, and implementing those options. The option(s) selected must be covered in the safety plan and be followed as prescribed.

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Reference can be made to SANS31000:2009 for different risk treatment options. SANS 31000:2009, clause 5.5.3 may be consulted in preparing and implementing risk treatment plans.

### 8.3.6. Reporting and Recording of Risks

The Principal Contractor shall ensure that the risk assessment process is recorded and included in the Health and Safety Plan. The risk assessment document should be easily accessible to the Contractor's employees, their representatives, to inspectors, the Employer or his Safety Agent. The essential contents of the document should be as follows:

- Objectives and expected outcomes,
- Description of the Works under assessment,
- Summary of context of study
- Composition of risk assessment team, (including qualifications and relevant experience),
- Approach used to systematically identify risks,
- Identified risks (ranked in order of priority),
- Method adopted for assessing frequencies and consequences of risks,
- Consequences (ranked in order of magnitude),
- Identification of individuals and groups who may be affected by major hazards and risk and who may especially be at risk,
- Basis for defining safety standards to be achieved,
- Contractor's resources devoted to risk assessment,
- Actions proposed to reduce unacceptably high risks,
- Review effectiveness of existing safety measures to control risks, and

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- Implementation of program of selected treatments (including controls to manage unacceptably high risks).

## 8.29. Auditing

### 8.29.1. Internal Audits

The Principal Contractor shall conduct periodic site audits as contemplated in section 7.(1.c.vii) of the Construction Regulations 2014

The Principal Contractor will ensure that the same arrangement detailed above be implemented with his Sub Contractors to ensure his compliance with the Construction Regulations.



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 <p><b>CITY OF TSHWANE</b> IGNITING EXCELLENCE</p>	<b>OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION</b>	
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 <p><b>CITY OF TSHWANE</b> IGNITING EXCELLENCE</p>	<b>City of Tshwane: Energy and Electricity Division and Regions</b>	
	<b>Baseline Risk Assessment</b>	

**PROJECT INFORMATION:**

<b>LOCATION:</b> Throughout City of Tshwane Public roads and public areas	<b>SCOPE OF WORK:</b> 1.Design, construction, delivery, installation and testing of 25m scissor lighting masts complete with luminaire carriage and accessories as and when required over three year period.
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**RISK RATING AND ABBREVIATIONS:**

<b>Risk Rating</b>	<b>Abbreviations</b>
15-25 EXTREME	S = SAFETY

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8 - 14	HIGH	H = HEALTH
4 - 7	MEDIUM	E = ENVIRONMENT
1 - 3	LOW	Q = QUALITY

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**RISKS CONSEQUENCES AND PROBABILITY:**

RISKS		CONSEQUENCES	PROBABILITY				
			Almost Certain	Likely	Possible	Unlikely	Almost Impossible
			5	4	3	2	1
<b>SH</b>	Multiple fatalities, or significant irreversible effects to >50 persons	5	25	20	15	10	5
<b>E</b>	Serious, long term environmental impairment of ecosystem function						
<b>Q</b>	Very serious impact on quality of product/service. Definite loss of customer or discontinuation of contract with service provider						
<b>SH</b>	Single fatality and/or severe irreversible disability to one or more persons	4	20	16	12	8	4
<b>E</b>	Serious medium term environmental effects						
<b>Q</b>	Serious impact on quality of product / Probable loss of customer or discontinuation of contract with service provider						



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<b>S</b>	Moderate irreversible disability or impairment (<30%) to one or more persons.						
<b>H</b>							
<b>E</b>	Moderate, short-term effects but not affecting ecosystem function	3	15	12	9	6	3
<b>Q</b>	Moderate impact on quality of product / Possible loss of customer or discontinuation of contract with service provider						
<b>S</b>	Objective but reversible disability requiring hospitalization						
<b>H</b>							
<b>E</b>	Minor effects on biological or physical environment	2	10	8	6	4	2
<b>Q</b>	Minor impact on quality of product / Minor impact on relationship with customer or service provider						
<b>S</b>	No medical treatment required.						
<b>H</b>							
<b>E</b>	Limited damage to minimal area of low significance	1	5	4	3	2	1
<b>Q</b>	Limited impact on quality of product / Minimal impact on relationship with customer or service provider						

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**PROJECT BASELINE RISK ASSESSMENT:**

No:	Activities	Step in Process	Tools and Equipment	Hazards in Carrying out this Activities:	Risk (Harm):	Risk Analyses:				Risk Reducing Control Measures:
						SHEQ:	Consequence:	Probability	Risk Rating:	
1	Preparation of site	Arrival of site Personnel.	Construction Vehicles	<ul style="list-style-type: none"> <li>Not communicating the site hazards / risks to employees and visitors</li> <li>Oil leaks of vehicles</li> <li>Not using PPE</li> <li>Uninformed local Communities</li> </ul>	<ul style="list-style-type: none"> <li>Injuries to personal and visitors</li> <li>Soil pollution</li> <li>Riots/Strikes by local communities</li> </ul>					<ul style="list-style-type: none"> <li>Insure that local community is informed of proposed projects by means of Community Leaders.</li> <li>To ensure that the local community are aware of the danger that the project posing to them.</li> <li>Make use of drip tray to contain oil leaks</li> <li>Worn correct PPE for the right job</li> <li>Training (Site induction)</li> <li>Remove any oil/ diesel leaking mobile equipment/ vehicles from site and have them repaired at a competent, qualified mechanic</li> </ul>



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2	Construction of a mast foundation	<ul style="list-style-type: none"> <li>Obtain drawing and way-leave.</li> <li>Identify existing underground services.</li> <li>Barricade the site of work.</li> <li>Digging of trenches and holes</li> <li>Casting of foundation</li> <li>Backfilling and stamping</li> </ul>	<ul style="list-style-type: none"> <li>TLB</li> <li>Pick</li> <li>Concrete mixing truck</li> <li>Shovel</li> <li>Stamping machine</li> <li>Barricades</li> <li>Shoring</li> <li>Signage</li> <li>Jack hammer</li> <li>Relevant PPE</li> </ul>	<ul style="list-style-type: none"> <li>Incompetent operator.</li> <li>Failure to comply with traffic accommodation plan.</li> <li>Damage to underground service.</li> <li>Exposure to Noise and Dust.</li> <li>Working with defective tools and equipment</li> <li>Falling into Open trenches.</li> <li>Collapsing of excavations</li> <li>Working on the shoulder of the road and pedestrians.</li> <li>Oil leaks</li> </ul>	<ul style="list-style-type: none"> <li>Damage of company property.</li> <li>Serious injuries may lead to fatal.</li> <li>Burns.</li> <li>Soil pollution.</li> <li>Electrocutions.</li> <li>Explosions.</li> <li>Fire.</li> <li>Inhalation, resulting in acute and or chronic breathing problems.</li> <li>Eye injury .</li> <li>NIHR (Noise induce hearing loss).</li> <li>Fatigue</li> </ul>	S H E	4	4	16	<ul style="list-style-type: none"> <li>Conduct HIRA</li> <li>Training of workers and local labourers</li> <li>Conduct safety talks</li> <li>Tool box talks / awareness training</li> <li>Pre use inspections of TLB for leaks, defects and report immediate to your supervisor.</li> <li>Monitoring operators hours and stop operations to rest if necessary.</li> <li>Inspect tools and equipment before any work commence.</li> <li>Do not operate/use faulty tools and equipment.</li> <li>Identify and mark all existing underground services.</li> <li>Noise levels to be monitored and dealt with accordingly.</li> <li>Issue hearing protection and enforce the use there of in noisy zones.</li> <li>Dust control measure must be in place.</li> <li>Worn proper and relevant PPE all the times</li> <li>All open excavations to be clearly demarcated for employees and public not to fall into trenches.</li> <li>Comply with traffic accommodation plan always.</li> <li>Do a soil survey. Excavation must be shored and battered back 45 degrees if there is a danger of the sides collapsing.</li> <li>Clean up oil spillage immediate and disposed contaminated waste according environmental legislation.</li> <li>Conduct medical surveillance</li> <li>Practice good house keeping</li> </ul>
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3	Erecting of a mast	<ul style="list-style-type: none"> <li>Combining of the steel structure</li> <li>Hoisting of the steel structure</li> <li>Fastening of the steel structure onto the concrete</li> <li>Hoisting of the ring gear onto the steel structure</li> </ul>	<ul style="list-style-type: none"> <li>Crane truck</li> <li>Hoisting winch</li> <li>Spanners</li> <li>Barricades</li> <li>signage</li> </ul>	<ul style="list-style-type: none"> <li>Incompetent operator.</li> <li>Failure to comply with traffic accommodation plan</li> <li>Failure of the crane truck and winch</li> <li>Oil leaks</li> <li>Exposure to noise and dust</li> <li>Exposure to overhead services.</li> </ul>	<ul style="list-style-type: none"> <li>Damage to property from falling mast</li> <li>Injuries and fatalities from falling mast.</li> <li>Injuries from using hand tools.</li> <li>Environmental pollution from oil leaks.</li> <li>Electrocution from overhead lines.</li> </ul>	S H E	4	4	16	<ul style="list-style-type: none"> <li>Conduct HIRA</li> <li>Conduct safety talks</li> <li>Tool box talks / awareness training</li> <li>Pre use inspections of winches and crane truck for leaks, defects and report immediate to your supervisor.</li> <li>Inspect tools and equipment before any work commence.</li> <li>Do not operate/use faulty tools and equipment.</li> <li>Noise levels to be monitored and dealt with accordingly.</li> <li>Issue hearing protection and enforce the use there of in noisy zones.</li> <li>Dust control measure must be in place.</li> <li>Worn proper and relevant PPE all the times</li> <li>All open excavations to be clearly demarcated for employees and public not to fall into trenches.</li> <li>Comply with traffic accommodation plan always.</li> <li>Clean up oil spillage immediate and disposed contaminated waste according environmental legislation.</li> <li>Identify all existing overhead services.</li> <li>Practice good house keeping</li> </ul>
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4	Electrical instalation	<ul style="list-style-type: none"> <li>• Digging of trenches</li> <li>• Backfilling and stamping</li> <li>• Laying of cables</li> <li>• Jointing of cables</li> <li>• Termination of cables</li> <li>• Installation of a distribution box</li> </ul>	<ul style="list-style-type: none"> <li>• Pick</li> <li>• Shovel</li> <li>• TLB</li> <li>• Relevant PPE</li> <li>• Termination amd jointing kits</li> <li>• Pliers, side cutters, knife, cables trippers and saw. (Hand tools)</li> <li>• Gas bottles</li> <li>• Fire igniter</li> </ul>	<ul style="list-style-type: none"> <li>• Incorrect use of hand tools.</li> <li>• Unsafe hand tools</li> <li>• Inhaling of hazardous gases</li> <li>• Fire spreads.</li> <li>• Oil spillage</li> <li>• electrocution</li> <li>• Exposure to dust and noise</li> </ul>	<ul style="list-style-type: none"> <li>• Serious injuries may lead to fatal</li> <li>• Injuries from hand tools.</li> <li>• Burns from fire while hot shrinking termination and jointing kits.</li> <li>• Inhalation, resulting in acute and or chronic breathing problems.</li> </ul>					<ul style="list-style-type: none"> <li>• All hand tools must be checked defects before work commence. Right tools must be used for the right job.</li> <li>• Only trained and qualified workers must install cables. Installation instructions must be followed at all the times.</li> <li>• Adhere to MSDS all the times</li> <li>• Clean up oil spillage immediate and disposed contaminated waste according environmental legislation.</li> <li>• Conduct medical surveillance</li> <li>• Always test the circuit to check whether it is live or dead.</li> <li>• Practice good house keeping</li> </ul>
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OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
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 <p><b>CITY OF TSHWANE</b> IGNITING EXCELLENCE</p>	<b>OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION</b>	
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# ANNEXURE 3 MANDATORY AGREEMENT(SECTION37.2)

 <p>CITY OF <b>TSHWANE</b> IGNITING EXCELLENCE</p>	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
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ARTICLE OF AGREEMENT IN TERMS OF SECTION 37(2) OF THE  
OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 BETWEEN  
THE CITY OF TSHWANE METROPOLITAN MUNICIPALITY  
(Hereinafter referred to as the “CLIENT ”)  
AND

.....

Herein represented by ..... in  
his/her capacity as ..... duly  
authorised by virtue of a resolution dated .....  
Attached hereto as Annexure A of the said .....  
(hereinafter referred to as the “CONTRACTOR”).

WHEREAS the CONTRACTOR is the mandatory of the CLIENT as contemplated in an agreement in respect of

.....

Contract number

.....

AND WHEREAS section 37 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993, hereinafter referred to as the “ACT”), imposes certain powers and duties upon the CLIENT.

AND WHEREAS the parties have agreed to enter into an agreement in terms of section 37(2) of the ACT.

NOW THEREFORE the parties agree as follows:

1. The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
2. The CONTRACTOR undertakes that all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations will be fully complied with: Provided that should the CLIENT prescribe certain arrangements and procedures, that same shall be observed and adhered to by the

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CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.

3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations and the CONTRACTOR expressly absolves the CLIENT from itself being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures as the case may be.

4. The CONTRACTOR agrees that any duly authorised officials of the CLIENT shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with this undertaking as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.

5. The CONTRACTOR shall be obliged to report forthwith to the CLIENT 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 agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge as the case may be.

Thus signed at PRETORIA for and on behalf of the CLIENT on this the.....day of..... 20  
 .....

AS WITNESSES:

1. ....

2. ....

.....  
 SIGNATURE

.....  
 NAME AND SURNAME

.....  
 CAPACITY

Thus signed at PRETORIA for and on behalf of the CONTRACTOR on this the

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..... day of ..... 20 .....

AS WITNESSES:

1. ....

2. ....

.....  
SIGNATURE

.....  
NAME AND SURNAME

.....  
CAPACITY



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# ANNEXURE 4 ACKNOWLEDGEMENT OF RECEIPT OHS SPECIFICATION

**Acknowledgement of receipt of OHS Specification:**

Name of Designer/Contractor

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I, the undersigned, hereby acknowledge that I have obtained copies of OHS Specification and confirm full compliance to the conclusion of project or construction work.

Signed at .....on this ..... Day of.....20.....

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Signature of Designer /Contractor Manager

Date

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Signature of Contractor Supervisor

Date

-----

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Witness 1 ..... Witness 2 .....