

(i)



TENDER NO. ELEC 06/2021/22

SUPPLY, DELIVERY AND INSTALLATION OF HIGH MAST LIGHTS IN THEEWATERSKLOOF MUNICIPAL AREA

Name of Tenderer	
Address (Physical)	
Telephone Number	
Fax Number	
Date	
Signature	
Amount (VAT Included)	
Duration (weeks)	

NOVEMBER 2021

ISSUED BY:

**DEP.DIRECTOR: ELECTRICAL SERVICES
THEEWATERSKLOOF MUNICIPALITY**
26 Church Street
CALEDON
7230

PREPARED BY:

**DIVISION: ELECTRICAL DEPARTMENT
THEEWATERSKLOOF MUNICIPALITY**
26 Church Street
CALEDON
7230

**SUPPLY, DELIVERY AND INSTALLATION OF HIGH MAST LIGHTS IN
THEEWATERSKLOOF MUNICIPAL AREA**

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE THEEWATERSKLOOF MUNICIPALITY					
Bid Number:	ELEC 06/2021/22	Closing Date:	17 DECEMBER 2021	Closing Time:	12:00
Description:	SUPPLY, DELIVERY AND INSTALLATION OF HIGHMAST LIGHTS IN THEEWATERSKLOOF MUNICIPALITY				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (FORM OF OFFER AND ACCEPTANCE).					

Bid Response Documents may be Deposited in the Bid Box **NO. 1** situated at:

MUNICIPAL HEAD OFFICE					
06 PLEIN STREET					
CALEDON					
7230					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]		
3. TOTAL NUMBER OF ITEMS OFFERED		4. TOTAL BID PRICE	R		
5. SIGNATURE OF BIDDER	6. DATE			
7. CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	SCM	CONTACT PERSON	Marius Redelinghuys		
CONTACT PERSON	Ashley Hendricks	TELEPHONE NUMBER	028 2143300		
TELEPHONE NUMBER	028 214 3300	FACSIMILE NUMBER	N/A		
FACSIMILE NUMBER	028 212 1229	E-MAIL ADDRESS	mariusre@twk.org.za		
E-MAIL ADDRESS	ashleyhe@twk.org.za				

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE	
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.	
2. TAX COMPLIANCE REQUIREMENTS	
2.1 Bidders must ensure compliance with their tax obligations.	
2.2 Bidders are required to submit their unique personal identification number (pin) issued by sars to enable the organ of state to view the taxpayer's profile and tax status.	
2.3 Application for the tax compliance status (tcs) certificate or pin may also be made via e-filing. In order to use this provision, taxpayers will need to register with sars as e-filers through the website www.sars.gov.za .	
2.4 Foreign suppliers must complete the pre-award questionnaire in part b:3.	
2.5 Bidders may also submit a printed tcs certificate together with the bid.	
2.6 In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate tcs certificate / pin / csd number.	
2.7 Where no tcs is available but the bidder is registered on the central supplier database (csd), a csd number must be provided.	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

**SUPPLY, DELIVERY AND INSTALLATION OF HIGH MAST LIGHTS IN
THEEWATERSKLOOF MUNICIPAL AREA**

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**SUPPLY, DELIVERY AND INSTALLATION OF HIGH MAST LIGHTS IN
THEEWATERSKLOOF MUNICIPAL AREA**

ELEC 06/2021/22

PART T1 : TENDERING PROCEDURES

T1.1 Tender Notice and Invitation to Tender

T1.2 Tender Data

**SUPPLY, DELIVERY AND INSTALLATION OF HIGH MAST LIGHTS IN
THEEWATERSKLOOF MUNICIPAL AREA**

ELEC 06/2021/22

T1.1 : TENDER NOTICE AND INVITATION TO TENDER

Deputy Director: Electrical Services, invites tenders for contract no: ELEC 06/2021/22 for the Supply, Delivery and Installation of High Mast Lights in Theewaterskloof Municipality.

Only tenderers who satisfy the eligibility criteria stated in the Tender Conditions and Tender Data (Clause F.2.1) and Special Conditions of Tender (Clause F5/Schedule 3B) are eligible to submit tenders. It is estimated that tenderers should have a CIDB contractor grading designation of **2EP** or higher.

Only goods, works and services with a stipulated minimum threshold as applicable for local production and content will be considered as per Schedule 1O.

All bids received shall be evaluated in terms of the Supply Chain Management Policy, read with the Preferential Procurement Regulations of 2017. It is estimated that the 80/20 preference points system will be applicable. Tenders will be evaluated in terms of price and preference.

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

A set of tender documents may be obtained from the Theewaterskloof Municipality, Supply Chain Management, 06 Plein Street, Caledon from Thursday, **11 November 2021** during office hours Monday to Thursday 07:45 to 13:00 and 13:45 to 16:45 and Fridays 07:45 to 13:00 and 13:45 to 15:30. Payment of a non-refundable tender participation fee of R500.00 (VAT inclusive) is applicable. This is an eligibility criterion and is payable by means of electronic transfer or direct deposit only. Proof of payment of the participation fee should accompany your tender document when submitting it. Refer enquiries only in the aforementioned regard to Mr Hanro September at hanrose@twk.org.za.

All technical enquiries must be directed to Directorate: Technical and Infrastructure Implementation Services to:

Mr. Marius Redelinghuys
Theewaterskloof Municipality
Technical Office
E-mail: mariusre@twk.org.za.

Please note that no verbal queries will be entertained.

The closing time for receipt of tenders is 12:00 on **Friday, 17 December 2021** at the, 6 Plein Street, Caledon. Tenders, in sealed envelopes, marked "ELEC 06/2021/22: SUPPLY, DELIVERY AND INSTALLATION OF HIGH MAST LIGHTS IN THEEWATERSKLOOF MUNICIPAL AREA", must be placed in Tender Box No. 1, located at the main entrance of , 6 Plein Street, Caledon. Please note that the tender box is open 24/7 and that the deposit slot opening is 5 x 30 cm. Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted.

Council reserves the right to accept a tender in full, partially or not at all and is not obliged to accept the lowest tender received. Theewaterskloof Municipality reserves the right to scale down on the scope of work in order for the contract value to fit into the available budget for 2021/2022.

DP Lubbe
Municipal Manager
P O Box 24
CALEDON
7230

**SUPPLY, DELIVERY AND INSTALLATION OF HIGH MAST LIGHTS IN
THEEWATERSKLOOF MUNICIPAL AREA**

ELEC 06/2021/22

T1.2: TENDER DATA

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

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

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

Clause	Wording
F.1.1	The employer is .
F.1.2	The tender documents issued by the employer comprise: PART T1 : TENDERING PROCEDURES T1.1: Tender Notice and Invitation to Tender T1.2: Tender Data PART T2 : RETURNABLE DOCUMENTS T2.1: List of Returnable Documents T2.2: Returnable Schedules PART C1: AGREEMENTS AND CONTRACT DATA C1.1: Form of Offer and Acceptance C1.2: Contract Data C1.3: Form of Performance Security (Pro Forma) C1.4: Form of Retention Money Guarantee (Pro Forma) PART C2 : PRICING DATA C2.1: Pricing Data C2.2: Bills of Quantities PART C3 : SCOPE OF WORK C3.1: Project Specification APPENDICES Appendix A: Standard Conditions of Tender Appendix B: Occupational Health and Safety Specification Appendix C: Functionality Evaluation Form
F.1.5.3	<i>Add the following:</i> The Employer may reject a tender if, in the opinion of the Employer, the tenderer will be unable to achieve the contract participation goal tendered, in the performance of the contract.
F1.6.2	<i>Add the following</i> A competitive negotiation procedure will not be followed.
F1.6.3	<i>Add the following</i> A two-stage system will not be followed.
F.2.1	Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders: a) Payment of a non-refundable tender participation fee. b) Minimum score for functionality must be achieved.

Clause	Wording													
	c) The tenderer is registered with the Construction Industry Development Board as a 2EP contractor grading designation. (Proof of registration must be attached to Schedule 2C) d) Only those tenderers who complies with the minimum threshold for local content will be considered. Refer to Schedule 20 : Certificate of Local Content Declaration.													
F.2.1.1	Minimum score for functionality In order to be considered for a contract in terms of this tender, tenderers must achieve the minimum score for functionality as stated below. The description of the functionality criteria and the maximum possible score for each is shown in the table below. The score achieved for functionality (S_0) will be the sum of the scores achieved for the individual criteria.													
	<table border="1" data-bbox="354 582 1461 904"> <thead> <tr> <th data-bbox="354 582 1123 667">Description of functionality criteria</th> <th data-bbox="1123 582 1461 667">Maximum possible score</th> </tr> </thead> <tbody> <tr> <td data-bbox="354 667 1123 712">Experience of key-personnel</td> <td data-bbox="1123 667 1461 712">20</td> </tr> <tr> <td data-bbox="354 712 1123 757">Previous experience on contracts of similar value and nature</td> <td data-bbox="1123 712 1461 757">20</td> </tr> <tr> <td data-bbox="354 757 1123 801">Availability of resources</td> <td data-bbox="1123 757 1461 801">5</td> </tr> <tr> <td data-bbox="354 801 1123 846">Financial Standing</td> <td data-bbox="1123 801 1461 846">15</td> </tr> <tr> <td data-bbox="354 846 1123 904">Maximum possible score for functionality (M_S)</td> <td data-bbox="1123 846 1461 904">60</td> </tr> </tbody> </table> <p data-bbox="354 904 1461 1003">The minimum score for functionality (S_0) is 48 out of a maximum possible score (M_S) of 60 (Score of 80%). Tenderers that fail to achieve the minimum score for functionality will NOT be eligible for evaluation and their tender offer will be rejected.</p> <p data-bbox="354 1003 1461 1048">A more detailed explanation of the functionality criteria is given below:</p>		Description of functionality criteria	Maximum possible score	Experience of key-personnel	20	Previous experience on contracts of similar value and nature	20	Availability of resources	5	Financial Standing	15	Maximum possible score for functionality (M_S)	60
Description of functionality criteria	Maximum possible score													
Experience of key-personnel	20													
Previous experience on contracts of similar value and nature	20													
Availability of resources	5													
Financial Standing	15													
Maximum possible score for functionality (M_S)	60													
F2.1.1.1	Experience of key-personnel The work required in terms of this project is considered to require considerable expertise and it is essential that suitably qualified and experienced personnel be assigned to this project. It would be extremely advantageous if the key-personnel to be directly involved with this contract have relevant experience related to similar successfully completed projects and particular fields of specialisation.													
	Tenderers must complete Schedule 1D , T2.2 Returnable Schedules, for the key personnel identified for each listed position to point out similar successfully completed projects and experience that is relevant to this project for each of the key-personnel indicated based upon which up to 20 points for functionality will be awarded to the tenderer under consideration (see Appendix C for criteria of points allocation) in this regard.													
	Note: One person only to qualify for each listed position. The key-personnel to be used in this regard will be subject to the approval of the Engineer prior to the commencement date of the contract. Should any of the persons identified in Schedule 1D , T2.2 Returnable Schedules, not be available for the position which they are indicated for, then a suitable candidate with equal or superior tertiary qualification and/or relevant experience than that of the person which he/she replaces shall be used for every such position.													
F2.1.1.2	Previous experience on contracts of similar value and nature Tenderers must complete Schedule 1E , T2.2 Returnable Schedules, which is a list of the tenderer's past work experience in terms of similar successfully completed projects. The value and scale of the projects indicated for these purposes must be supplied together with the other relevant information requested based upon which up to 20 points for functionality will be awarded to the tenderer under consideration (see Appendix C for criteria of points allocation) in this regard. Note: Where the entity tendering is a joint venture, a score for track record will be awarded to each party to the joint venture which will then be combined in proportion to the percentage contribution of each party to the joint venture.													

Clause	Wording
F2.1.1.3	<p>Availability of resources</p> <p>Tenderers must complete Schedule 1F, T2.2 Returnable Schedules, which is a list of all major items that will be required for the execution of this specific project. This list shall be compiled strictly in accordance with the scope of work in this tender, and will be awarded up to 5 points for functionality (See Appendix C for criteria of point's allocation).</p>
F2.1.1.4	<p>Financial Standing</p> <p>Tenderers must include all information required in the "Particulars of Tenderer" Schedule 2A in the document, from which information bank enquiries will be done to determine the tenderer's financial standing for the specific project. This financial standing shall be awarded up to 15 points for functionality (See Appendix C for criteria of point's allocation) and will be based on the following classes :</p> <p>Class A : Undoubted for the amount of your enquiry Class B : Good for the amount of your enquiry Class C : Good for the amount quoted if strictly in the way of business Class D : Figure considered too high Class E : Figure considered too high</p>
	<p>The scoring sheets that will be used to evaluate the functionality submissions are included as Appendix C: Functionality Evaluation Form. Tenderers are advised to carefully study these sheets to ensure that the correct information in this regard is provided in the relevant schedules, T2.2 Returnable Schedules, of their tender offers.</p> <p>These sheets only serve as an indication to the tenderers on the methods and points criteria that will apply to the evaluation of functionality of their tender offers. The sheets will be completed by the Engineer based on the information supplied in the relevant schedules, T2.2 Returnable Schedules, prior to tender evaluation.</p> <p>Tenderers that fail to supply the information requested in any of these schedules and in the specific format with their tender offers will score NO functionality points in the particular regard.</p>
F2.1	<p>Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a 2EP class of construction work, are eligible to have their tenders evaluated.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> 1. every member of the joint venture is registered with the CIDB. 2. the lead partner has a contractor grading designation in the 2EP class of construction work; and
	<ol style="list-style-type: none"> 3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 2EP class of construction work or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations.
F.2.11	<p>All corrections in the bill of quantities shall be done by deleting, re-writing and initialling next to the amendment. The use of correction fluid is prohibited.</p>
F.2.12	<p>If, a tenderer wishes to submit an alternative/equivalent offer, the only criteria permitted for such alternative/equivalent tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent.</p> <p>Calculations, drawings and all other pertinent technical information and characteristics, as well as modified or proposed Pricing Data must be submitted with the alternative/equivalent tender offer to enable the Employer to evaluate the efficiency of the alternative/equivalent and its principal elements, to take a view on the degree to which the alternative/equivalent</p>

Clause	Wording
	<p>complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative/equivalent tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative/equivalent is accepted, to accept full responsibility and liability that the alternative/equivalent offer complies in all respects with the Employer's standards and requirements.</p>
F.2.12.3	Parts of each tender offer communicated on paper shall be submitted as an original.
F.2.13.5	<p>The Employer's address for delivery of tender offers and identification details to be shown on each tender offer are:</p> <p>Location of tender box: Main Entrance, Tender Box 1 Physical address: 6 Plein Street CALEDON</p> <p>Identification details: TENDER NO. ELEC 06/2021/22: SUPPLY, DELIVERY AND INSTALLATION OF HIGH MAST LIGHTS IN THEEWATERSKLOOF MUNICIPAL AREA</p>
F.2.13.2	Tender documents submitted shall be the original completed document. Copies of the completed document or parts thereof will not be accepted as a legal tender document and will result in such tender to be considered as non-responsive.
F.2.13 / F.3.5	A two-envelope procedure will not be followed.
F2.14	All items indicated in the bill of quantities must be priced. The tender amount must therefore cover the total scope of work requested.
F.2.15	The closing time for submission of tender offers is: 12:00 on Friday, 17 December 2021. Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted
F.2.16	The tender offer validity period is NINETY (90) days.
F.2.17	<p>Add the following:</p> <p>A tender may be rejected if the unit rates or lump sums for some of the items in the Bill / Schedule of Quantities are, in the opinion of the Employer, unreasonable or out of proportion, and the tenderer fails, within a period of seven days of having been notified in writing by the Employer to justify any specific rates or lump sums (i.e. to provide a financial breakdown of how such rates or sums were obtained) or to adjust the unit rates or lump sums for such items while retaining the total of the prices unchanged.</p>
F.2.19	<p>Add the following</p> <p>Access shall be provided for the following inspections, tests and analyses: All inspections, tests and analyses deemed necessary by the Engineer to enable him to verify the quality of work done.</p> <p>An opportunity for inspection of the site conditions will be provided for as part of the compulsory clarification meeting.</p>
F.2.23	The tenderer is required to submit the following certificates with his tender:
F.2.23.1	A Certificate of Contractor Registration (CIDB), issued by the Construction Industry Development Board, must be submitted. Where a tenderer satisfies CIDB contractor grading designation requirements through joint venture formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner.
F.2.23.2	<p>Tax Clearance Certificate</p> <p>Tenderers shall complete Schedule 1L: Declaration of Good Standing Regarding Tax in Part Returnable Schedules. Failure to properly complete Schedule 1L in Returnable Schedules may prejudice the tender and it may be rejected for such reason.</p> <p>Each party to a Consortium/Joint Venture shall submit a separate Tax Compliance Status Pin Certificate.</p>

Clause	Wording
F3.2	<p>Issue addenda <i>Add the following to F.3.2:</i> Notwithstanding any requests for confirmation of receipt of Addenda issued, the tenderer shall be deemed to have received such addenda if the employer can show proof of transmission thereof (or a notice in respect thereof) via electronic mail, facsimile or registered post.</p>
F3.4	<p>The time and location for opening of the tender offers are: Time: 12:00 on Friday, 17 December 2021 Location: 6 Plein Street (Caledon)</p>
F.3.8	<p>Test for Responsiveness Tenders will be considered non-responsive if, inter alia: (This is a requirement on submission of bid document)</p> <ul style="list-style-type: none"> a) The bidder did not sign and complete the Form of Offer part, b) The bidder does not comply with the eligibility criteria listed in F2.1 above, c) The bidder has failed to comply with the Pricing Instruction, Specifications and Bill of Quantities as advertised, d) The bidder has failed to comply with the additional conditions of tender F4.1, and e) The bidder has failed to comply with the Special Conditions of tender contained in Schedule 3B. <p>Test for administrative compliance Tenders will be found non-compliant if, inter alia: (These documents may be requested)</p> <ul style="list-style-type: none"> a) The bidder has failed to complete and sign and attach requested information to all schedules not excluded in responsiveness criteria; b) The bidder has failed to submit a municipal account of where the head office of the company is registered or in case where the premise is leased, the tenderer has failed to provide a copy of the lease of the premise. c) The bidder has failed to submit a valid Tax Compliance Status Pin Certificate, a valid Tax Compliance Status Pin Certificate may be requested. d) The bidder has failed to submit a certified valid B-BBEE certificate, EME or QSE affidavit, whereas points were claimed and a copy of certificate or affidavit was supplied, a certified copy of the valid B-BBEE certificate, EME or QSE affidavit may be requested. e) The bidder to proof adequate credit facilities available with the offered manufactures and /or suppliers of equipment and material (Schedule 21). f) The bidder has failed to submit proof of payment for tender participation fee. Proof of payment be requested g) The tenderer has failed to submit proof of good standing from the Department of Labour related to good standing with regards to COIDA payments. A certified copy of the proof of good standing may be requested. h) The tenderer has failed to submit proof of registration with the relevant Bargaining Council (or relevant affiliation). Should such be in place, a certified copy of the proof of registration may be requested. i) The tenderer has failed to fully complete the MBD 6.2 schedule, it can be requested from the tenderer to fully complete and submit the schedule to the employer.
F.3.9.2	<p>Arithmetical Errors Arithmetical errors will be corrected in the following manner:</p> <ul style="list-style-type: none"> a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern. b) 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.

Clause	Wording																				
	<p>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.</p> <p>The tender offer will be rejected if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.</p>																				
F.3.11	<p>The procedure for the evaluation of responsive tenders is indicated in the Preferential Procurement Policy of and will be in line with the Preferential Procurement Regulations of 2017. Method 1 of the CIDB guidelines, i.e. Price and Preference, will be used to evaluate this tender.</p> <p>Evaluation of tender offers</p> <p>General</p> <p>THE 80/20 PREFERENCE POINT SYSTEMS</p> <p>A maximum of 80 points is allocated for price for all projects with value up to R50 000 000 on the following basis:</p> $P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$ <p>Where</p> <p>Ps = Points scored for price of bid under consideration Pt = Price of bid under consideration Pmin = Price of lowest acceptable bid</p> <p>Points awarded for B-BBEE Status Level of Contribution</p> <p>In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:</p> <table border="1" data-bbox="549 1368 1273 1877"> <thead> <tr> <th>B-BBEE Status Level of Contributor</th> <th>Number of points (80/20 system)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>20</td> </tr> <tr> <td>2</td> <td>18</td> </tr> <tr> <td>3</td> <td>14</td> </tr> <tr> <td>4</td> <td>12</td> </tr> <tr> <td>5</td> <td>8</td> </tr> <tr> <td>6</td> <td>6</td> </tr> <tr> <td>7</td> <td>4</td> </tr> <tr> <td>8</td> <td>2</td> </tr> <tr> <td>Non-compliant contributor</td> <td>0</td> </tr> </tbody> </table> <p>Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE</p>	B-BBEE Status Level of Contributor	Number of points (80/20 system)	1	20	2	18	3	14	4	12	5	8	6	6	7	4	8	2	Non-compliant contributor	0
B-BBEE Status Level of Contributor	Number of points (80/20 system)																				
1	20																				
2	18																				
3	14																				
4	12																				
5	8																				
6	6																				
7	4																				
8	2																				
Non-compliant contributor	0																				

Clause	Wording
	<p>Status Level Certificates.</p> <p>Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.</p> <p>A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.</p> <p>A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.</p> <p>Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.</p> <p>A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.</p> <p>A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.</p> <p>If a valid B-BBEE certificate of EME affidavit is not attached it will be interpreted that the preference points for B- BBEE status level or contribution are not claimed.</p> <p>If a valid B-BBEE certificate or EME affidavit is attached and if points is not claimed in terms of MBD 6.1 it will be interpreted that the preference points for B- BBEE status level or contribution are not claimed.</p> <p>Please note that the municipality will not request a valid B- BBEE certificate or Sworn Affidavits if such is not attached to the bidders tender at closing date of this tender.</p>
F3.13	<p>Acceptance of tender offer</p> <p>Tender offers will only be accepted if:</p> <ol style="list-style-type: none"> a) The tenderer has in his or her possession an original valid Tax Compliance Status Pin Certificate issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations (Append to Schedule 1L); b) 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; c) The tenderer has not: <ol style="list-style-type: none"> i) abused the Employer's Supply Chain Management System; or ii) failed to pay municipal rates and taxes or service charges and such rates, taxes and charges are not in arrears for more than three months (Refer to Schedule 1K); iii) failed to perform on any previous contract and has been given a written notice to this effect;

Clause	Wording
	d) The tenderer has completed the Compulsory Enterprise Questionnaire (Schedule 1B) and there are no conflicts of interest that may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.
F3.13	Reserves the right to scale down on the Scope of Work in order for the tender value to initially fit into available budget for 2021/2022. The evaluation of the tender offers will however, as per the guidelines of the CIDB, be based on the full tender amounts.
F3.16	<p>If the Supply Chain Management Bid Adjudication Committee, or the Municipal Manager, has resolved that a tender be accepted, the successful and unsuccessful tenderers shall be notified in writing of this decision.</p> <p>Clause 53 of the Theewaterskloof Supply Chain Management Policy gives any person whose rights have been affected by such a decision, the right to appeal such decision within 21 days of notification of the decision.</p> <p>Any tenderer wishing to exercise this right, must submit their appeal in writing to the Municipal Manager, marked for the attention of the, 6 Plein Street, CALEDON, 7230. The format of the appeal must:</p> <ul style="list-style-type: none"> • set out the reasons for the appeal; • state in which way the appellant's rights have been affected by the decision; • state the remedy sought, and <p>No bid shall be formally accepted until either the expiry of the 21 day appeal period, or confirmation in writing before the expiry of the 21 day appeal period that none of the affected parties intend to appeal, or confirmation of the satisfactory resolution of any appeals</p> <p>Tenderers are hereby informed also of their right to request reasons for the decision in terms of the Promotion of Administrative Justice Act (No. 3 of 2000).</p> <p>The notification of the decision sent to the successful tenderer is not acceptance of the tender and no rights shall accrue to the successful tenderer in terms of this notification. The successful tenderer will be notified in writing after 21 days of the notification of any final decision (i.e. Acceptance) or of any developments with respect to the appeal process, and if applicable, procedures for the commencement of the work.</p> <p>The consideration of appeals and if necessary, the invalidation of any decision made, shall be dealt with in terms of the Municipality's appeals process.</p>
F.3.17	The number of paper copies of the signed contract to be provided by the Employer is one (1).

F.4 ADDITIONAL CONDITIONS OF TENDER (SPECIFIC DOCUMENT)

(In case of any conflict between these additional conditions of tender and the CIDB referenced clauses F1.1 to F3.17 above, the latter CIDB references shall take precedence, except where legislation has been amended.)

The additional conditions of tender are:

F.4.1 Invalid tenders

Tenders shall be considered invalid and shall be endorsed and recorded as such in the tender opening record, by the responsible official who opened the tender, in the following circumstances:

- a) if the tender offer is not submitted on the Form of Offer and Acceptance bound into this tender document (**Form Of Offer and Acceptance**);
- b) if the tender is not completed in hand written non-erasable black ink;
- c) if the offer has not been signed;
- d) if the offer is signed, but the name of the tenderer is not stated or is indecipherable.

F4.2 Negotiations with preferred tenderers

The Employer may negotiate the final terms of a contract with tenderers identified through a competitive tendering process as preferred tenderers provided that such negotiation:

- a) does not allow any preferred tenderer a second or unfair opportunity;
- b) is not to the detriment of any other tenderer; and
- c) does not lead to a higher price than the tender as submitted.

Minutes of any such negotiations shall be kept for record purposes.

F4.3 General supply chain management conditions applicable to tenders

In terms of its Supply Chain Management Policy the Municipality may not consider a tender unless the provider who submitted the tender:

- a) has furnished the Municipality with that provider's:
 - full name;
 - identification number or company or other registration number; and
 - tax reference number and VAT registration number, if any;
- b) has indicated whether:
 - the provider is in the service of the state, or has been in the service of the state in the previous twelve months;
 - the provider is not a natural person, whether any of the directors, managers, principal shareholders or stakeholders is in the service of the state, or has been in the service of the state in the previous twelve months;
 - whether a spouse, child or parent of the provider or of a director, manager, shareholder or stakeholder referred to above is in the service of the state, or has been in the service of the state in the previous twelve months; or
- c) irrespective of the procurement process followed, the Municipality is prohibited from making an award to a person:
 - who is in the service of the state;
 - if the person is not a natural person, a juristic entity of which any director, manager, principal shareholder or stakeholder is in the service of the state; or
 - who is an advisor or consultant contracted with the Municipality.

In this regard, tenderers shall complete **Schedule 1B**, Returnable Schedules: Compulsory Enterprise Questionnaire. Failure to complete this schedule may result in the tender not being considered.

F4.4 Combating abuse of the Supply Chain Management Policy

In terms of the Supply Chain Management Policy, the Employer may reject the tender of any tenderer if that tenderer or any of its directors has:

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

In this regard, tenderers shall complete **Schedule 1Q**, Returnable Schedules: Declaration of Bidders Past Supply Chain Management Practices (MBD 8). Failure to complete this schedule may result in the tender not being considered.

F4.5 COIDA payments

The Tenderer shall submit to Council a letter from the Department of Labour indicating his good standing with regard to COIDA payments. Complete **Schedule 2H** and append the letter in this regard.

F4.6 Registration with Bargaining Council (or relevant affiliation)

Tenderers must be registered with a relevant Bargaining Council (if such be in place) and provide the applicable Certificate of Compliance in terms of the relevant Government Gazette. Complete **Schedule 2H** and append the certificate in this regard.

F4.7 Labour intensive construction/use of local labour

The special conditions of tender should be met in order to be awarded the tender. The special conditions as set out under Schedule 3B.

F4.8 Compliance with Occupational Health and Safety Act 1993

Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2014 issued in terms of Section 43 of the Act. The tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

The Health and Safety Plan shall cover inter-alia the following details:

- (1) Management Structure, Site Supervision and Responsible Persons, including a succession plan.
- (2) Contractor's induction training programme for employees, sub-contractors and visitors to the Site.
- (3) Health and safety precautions and procedures to be adhered to in order to ensure compliance with the Act, Regulations and Safety Specifications.
- (4) Regular monitoring procedures to be performed.
- (5) Regular liaison, consultation and review meetings with all parties.
- (6) Site security, welfare facilities and first aid.
- (7) Site rules and fire- and emergency procedures.

Tenderers are to note that the Contractor is required to ensure that all sub-contractors or others engaged in the performance of the contract also comply with the above requirements.

The Contractor shall prepare and maintain a Health and Safety File in respect of the project, which shall be available for inspection on Site at all times and handed over to the Employer on Final Completion of the project.

The Contractor is required to submit to the Employer the Occupational Health and Safety Agreement and a letter of good standing from the Compensation Commissioner, or a licensed compensation insurer, within 14 days after the Commencement Date of the contract.

F4.9 Eligibility with respect to expanded public works programme

This Contract does qualify for consideration as an Expanded Public Works Programme project.

F4.10 Claims arising after submission of tender

No claim for any extras arising out of any doubt or obscurity as to the true intent and meaning of anything shown on the Contract Drawings or contained in the Conditions of Contract, Scope of Work and Pricing Data, will be admitted by the Employer/Employer's Agent after the submission of any tender and the Tenderer shall be deemed to have:

- 1) inspected the Contract Drawings and read and fully understood the Conditions of Contract.
- 2) read and fully understood the whole text of the Scope of Work and Pricing Data and thoroughly acquainted himself with the nature of the works proposed and generally of all matters which may influence the Contract.
- 3) visited the site of the proposed works, carefully examined existing conditions, the means of access to the site, the conditions under which the work is to be done, and acquainted himself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials, plant and equipment to and from the site and made the necessary provisions for any additional costs involved thereby.
- 4) requested the Employer or his duly authorised agent to make clear the actual requirements of anything shown on the Contract Drawings or anything contained in the Scope of Work and Pricing Data, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer.

Before submission of any tender, the Tenderer should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing indistinct, or if the Pricing Data contain any obvious errors, the tenderer must apply to the Employer/Employer's Agent at once to have the same rectified, as no liability will be admitted by the Employer/Employer's Agent in respect of errors in any tender due to the foregoing.

F4.11 Imbalance in tendered rates

In the event of tendered rates or lump sums being declared by the Employer to be unacceptable to it because they are either excessively low or high or not in proper balance with other rates or lump sums, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or lump sums objected to, it may request the tenderer to amend these rates and lump sums along the lines indicated by it.

The Tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the tender offer as tendered or, if applicable, the corrected total of prices in accordance with F.3.9.3.

Should the Tenderer fail to amend his Tender in a manner acceptable to the Employer, the Employer may reject the Tender.

F4.12 Community liaison officer

N/A

F4.13 Labour intensive construction/use of local labour

It is a requirement of the Contract that the work be executed in such a manner as to maximize the use of labour intensive systems as well as the use of local labour. In this regard, Schedule 1S must be fully completed.

F4.14 Price Variations

None

F4.15 Requests for contract documents, or parts thereof, in electronic format

The Employer shall not formally issue tender documents in electronic format as contemplated in F.2.13.2 and F.2.13.3 and shall only issue tender documents in hardcopy. An electronic version of the issued tender documents may be made available to the tenderer, upon written request in terms of this clause, subject to the following:

- (a) Electronic copies of the contract document, or parts thereof, will only be provided to tenderers who have been issued with the tender documents as contemplated in F.1.2 in hardcopy.
- (b) The electronic version shall not be regarded as a substitute for the issued tender documents.
- (c) The Employer shall not accept tenders submitted in electronic format. Tenderers may not complete and submit a printed copy of the electronic version of the tender document or part thereof. Only those tenders that have been completed on the issued hard copy tender document shall be considered.
- (d) The Employer accepts no responsibility or liability arising from any reliance on or use of the electronic version provided in terms of this clause. The Employer further does not guarantee that the electronic version corresponds with the issued tender documents in all respects. Tenderers are alerted to the fact that electronic versions of the tender documents may not reflect any notices or addenda that amend the tender document.
- (e) Any non-compliance with these provisions, including effecting any unauthorized alterations to the tender document as contemplated in F.2.11, shall render the tender invalid. The Employer reserves the right to take any action against such tenderer allowed in law including, in circumstances where the tender had already been awarded, the right to cancel the contract.
- (f) In requesting the electronic version of the tender document or parts thereof, the tenderer is deemed to have read, understood and accepted all of the above conditions.

F4.16 Special Conditions of Tender

The special conditions of tender should be met in order to be awarded the tender. Special conditions of tender are set out under **Schedule 3B**.

F4.17 Signature

Tenderers must complete and sign all schedules. The Company's name must not be used as signature. If the section/schedules is signed by the person authorised to sign the tender is, the municipality will interpret that the section/schedule is not signed.

F4.18 Local Content

The local content will be dealt with in terms of all relevant circulars issued by the National Treasury in relation to Local Content.

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PART T2 : RETURNABLE DOCUMENTS

T2.1 List of Returnable Documents

T2.2 Returnable Schedules

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T2.1 : LIST OF RETURNABLE DOCUMENTS
--

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

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

- Schedule : 1A Authority for Signatory
- Schedule : 1B Compulsory Enterprise Questionnaire
- Schedule : 1C Declaration Concerning Fulfillment of the Construction Regulations
- Schedule : 1D Experience of Key-Personnel
- Schedule : 1E Previous Experience on Contracts of a Similar Value and Nature
- Schedule : 1F Availability of Resources
- Schedule : 1G Estimated Monthly Cash-flow
- Schedule : 1H Schedule of Proposed Subcontractors
- Schedule : 1I Joint Venture Disclosure Form
- Schedule : 1J Contractor's Information
- Schedule : 1K Declaration in terms of the MFMA in terms of Municipal Rates & Services
- Schedule : 1L Tax Clearance Certificate (MBD 2)
- Schedule : 1M Declaration of Interest (MBD 4)
- Schedule : 1N Preference Points Claim Form (MBD 6.1)
- Schedule : 1O Certificate of Local Content Declaration (MBD 6.2)
- Schedule : 1P Declaration of Bidders Past Supply Chain Management Practices (MBD 8)
- Schedule : 1Q Certificate of Independent Bid Determination (MBD 9)
- Schedule : 1R Schedule of estimated local labour to be employed on the contract

2. OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

- Schedule : 2A Particulars of Tenderer (Banking)
- Schedule : 2B Documents of Incorporation
- Schedule : 2C Certificate of Contractor Registration Issued by the CIDB
- Schedule : 2D Proof of Payment of Tender Participation Fee
- Schedule : 2E Form of Indemnity
- Schedule : 2F Health and Safety Agreement
- Schedule : 2G B-BBEE Certificate
- Schedule : 2H Letter of Good Standing to Relevant Authorities

Schedule : 2I Proof of credit facilities with manufacturers/suppliers

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

Schedule : 3A Record of Addenda to Tender Documents

Schedule : 3B Special Conditions of Tender

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

C1.1 : Form of Offer and Acceptance

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

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

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

C2.1 : Pricing Instructions

C2.2 : Bills of Quantities

C2.3 : Data Sheets

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SCHEDULE 1A: AUTHORITY FOR SIGNATORY

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

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

A. Certificate for Company

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

As witnesses :

1. Chairman :

2. Date :

Tenderers must attach a copy of the Resolution of the Board.

B. Certificate for Partnership

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

NAME	ADDRESS	SIGNATURE	DATE

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

C. Certificate for Joint Venture

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

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

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

D. Certificate for Sole Proprietor

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

As witnesses:

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

E. Certificate for Close Corporation

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

NAME	ADDRESS	SIGNATURE	DATE

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

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SCHEDULE 1B: COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record of service of the state

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

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

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

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

* Insert separate page if necessary

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

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

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

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

* Insert separate page if necessary

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

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

Signed _____ Date _____

Name _____ Position _____

Enterprise name _____

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SCHEDULE 1C : DECLARATION CONCERNING FULFILLMENT OF THE CONSTRUCTION REGULATIONS

In terms of clause 5.1(h) of the Construction Regulations, 2014 (hereinafter referred to as the Regulations), promulgated on 7 February 2014 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) the Employer shall not appoint a contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

Tenderers shall answer the questions below:

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

(Tick)

YES	
NO	

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

(Tick)

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

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

.....

.....

.....

.....

.....

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

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

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

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

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

(Tick)

YES	
NO	

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

1. ID NO:

(Name in Print):

2. ID NO:

(Name in Print):

**SUPPLY, DELIVERY AND INSTALLATION OF HIGH MAST LIGHTS IN
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SCHEDULE 1D : EXPERIENCE OF KEY-PERSONNEL

The tenderer shall set out in the tables hereafter details of the **relevant experience** in **similar Highmast installations successfully completed projects** of the persons identified for each listed position based upon which up to **20 points** for functionality will be awarded to the tenderer (Refer to F2.1.1.1 of Part T1.2 Tender Data for explanation of functionality criteria and Appendix C for criteria of points allocation) in this regard.

Tenderers that fail to supply the information requested in this schedule (both pages of this schedule included) with their tender offers and in this format will score **NO** functionality points in this regard.

Note: One person only to qualify for each of the positions listed below. The key-personnel to be used in this regard will be subject to the approval of the Engineer prior to the commencement date of the contract. **Should any of the persons identified not be available for the position which they are indicated for, then a suitable candidate with equal or superior tertiary qualification and/or relevant experience than that of the person which he/she replaces shall be used for every such position.**

Contract's Manager	NAME:				
Contact and Client	TERTIARY QUALIFICATION				
	Project Description	Position held	Value of work (Incl. VAT) (R)	Date Commence (dd/mm/yy)	Date Completed (dd/mm/yy)

If spaces provided are not sufficient, please annex an addendum in the exact format as the above schedule.

Site Agent	NAME:				
	TERTIARY QUALIFICATION				
Contact and Client	Project Description	Position held	Value of work (Incl. VAT) (R)	Date Commence (dd/mm/yy)	Date Completed (dd/mm/yy)

* To be filled in by Tenderer

If spaces provided are not sufficient, please annex an addendum in the exact format as the above schedule.

Signed _____ Date _____
 Name _____ Position _____
 Tenderer _____

**SUPPLY, DELIVERY AND INSTALLATION OF HIGH MAST LIGHTS IN
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**SCHEDULE 1E : PREVIOUS EXPERIENCE ON CONTRACTS
OF THE SAME VALUE AND NATURE**

The tenderer shall insert in the spaces provided below a list of the tenderer's past work experience in terms of **similar successfully Highmast Installation completed projects**. The value and scale of the projects indicated for these purposes must be supplied together with any other relevant information requested based upon which up to **20 points** for functionality will be awarded to the tenderer (refer to F2.1.1.2 of Part T1.2 Tender Data for explanation of functionality criteria and see Appendix C for criteria of points allocation) in this regard.

Listed projects with invalid or incorrect contact details for the employer and/or consulting engineer and information not supplied in the format as requested below will **NOT** be evaluated and the tenderer will score **NO** functionality points in this regard. The value of work must reflect only the portion of similar projects.

Employer (Name and Contact No.)	Consulting Engineer (Name and Contact No.)	Installation of high mast LIGHTSs	Value of Work (incl. VAT) (R)	Date Commence (dd/mm/yy)	Date Completed (dd/mm/yy)

If spaces provided are not sufficient, please annex an addendum in the exact format as the above schedule.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

**SUPPLY, DELIVERY AND INSTALLATION OF HIGH MAST LIGHTS IN
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SCHEDULE 1F : AVAILABILITY OF RESOURCES
--

The tenderer shall set out in the tables hereafter details of the **relevant items and/or equipment** available for this project and the **use of each item or equipment** based upon which up to **5 points** for functionality will be awarded to the tenderer (Refer to F2.1.1.3 of Part T1.2 Tender Data for explanation of functionality criteria and Appendix C for criteria of points allocation) in this regard.

Tenderers that fail to supply the information requested in this schedule with their tender offers and in this format will score **NO** functionality points in this regard.

(a) **Details of major equipment that is owned by and immediately available for this contract.**

Quantity	Description, Size, Capacity, etc

Attach additional pages if more space is required.

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

Quantity	Description, Size, Capacity, etc

Attach additional pages if more space is required.

Signed Date

Name Position

Tenderer

**SUPPLY, DELIVERY AND INSTALLATION OF HIGH MAST LIGHTS IN
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SCHEDULE 1G : ESTIMATED MONTHLY CASH-FLOW
--

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

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

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

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

**SUPPLY, DELIVERY AND INSTALLATION OF HIGH MAST LIGHTS IN
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SCHEDULE 1H : SCHEDULE OF PROPOSED LOCAL SUBCONTRACTORS
--

We notify you that it is our intention to employ the following Local Subcontractors to work on this contract. If we are awarded the contract we agree that this notification does not change the requirement for us to submit the names of proposed Local Subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

If the service provider intends to make use of sub-contractors: Only sub-contractors local to the Theewaterskloof Municipal Area will be accepted. Should no sub-contractors for the service in question be available within the municipal area, the service provider must provide proof of the successful search for such a sub-contractor.

All sub-contractor appointments shall comply with the requirements in Schedule 3B.

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

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

**SUPPLY, DELIVERY AND INSTALLATION OF HIGH MAST LIGHTS IN
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SCHEDULE 1I: JOINT VENTURE DISCLOSURE FORM

GENERAL

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

1. JOINT VENTURE PARTICULARS

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

2. IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER

2.1(a) Name of Firm
Postal Address
Physical Address
Telephone
Fax
Contact person for matters pertaining to Joint Venture Participation Goal requirements
.....

2.2(a) Name of Firm
Postal Address
Physical Address
Telephone
Fax
Contact person for matters pertaining to Joint Venture Participation Goal requirements
.....

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

3. IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER

3.1(a) Name of Firm
Postal Address
Physical Address
Telephone
Fax
Contact person for matters pertaining to Joint Venture Participation Goal requirements
.....

3.2(a) Name of Firm
Postal Address
Physical Address
Telephone
Fax
Contact person for matters pertaining to Joint Venture Participation Goal requirements
.....

3.3(a) Name of Firm

Postal Address
Physical Address

Telephone

Fax
Contact person for matters pertaining to Joint Venture Participation Goal requirements

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

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

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

5. OWNERSHIP OF THE JOINT VENTURE

- a) Affirmable Joint Venture Partner ownership percentage(s) %
- b) Non-Affirmable Joint Venture Partner ownership percentage(s) %
- c) Affirmable Joint Venture Partner percentages in respect of *

- (i) Profit and loss sharing.....
- (ii) Initial capital contribution in Rand (R)

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

- (iii) Anticipated on-going capital contributions in Rand (R).....
- (iv) Contributions of equipment (specify types, quality, and quantities of equipment) to be provided by each partner.

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

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

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

7. CONTROL AND PARTICIPATION IN THE JOINT VENTURE

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

- a) **Joint Venture cheque signing**
.....
- b) **Authority to enter into contracts on behalf of the Joint Venture**
.....
- c) **Signing, co-signing and/or collateralizing of loans**
.....
- d) **Acquisition of lines of credit**
.....
- e) **Acquisition of performance bonds**
.....
- f) **Negotiating and signing labour agreements**
.....

8. MANAGEMENT OF CONTRACT PERFORMANCE

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

- a) **Supervision of field operations**
.....
- b) **Major purchasing**
.....
- c) **Estimating**
.....

d) **Technical management**

9. **MANAGEMENT AND CONTROL OF JOINT VENTURE**

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

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

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

MANAGEMENT FUNCTION / DESIGNATION	NAME	PARTNER*

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

10. **PERSONNEL**

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

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

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

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

(i) Number currently employed by Affirmable Joint Venture Partners

.....

(ii) Number currently employed by the Joint Venture

.....

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

.....

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

.....

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

.....

11. CONTROL AND STRUCTURE OF THE JOINT VENTURE

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

.....

.....

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

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

Signature
Duly authorized to sign on behalf of
Name
Address
Telephone
Date

Signature
Duly authorized to sign on behalf of
Name
Address
Telephone
Date

Signature
Duly authorized to sign on behalf of
Name
Address
Telephone
Date

Signature
Duly authorized to sign on behalf of
Name
Address
Telephone
Date

[Continue as necessary]

**SUPPLY, DELIVERY AND INSTALLATION OF HIGH MAST LIGHTS IN
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SCHEDULE 1J : CONTRACTOR'S INFORMATION

COMPLETE AS FULLY AS POSSIBLE, WHERE APPLICABLE
CONTRACTORS, SUPPLIERS AND SERVICES PROVIDERS (PROFESSIONAL AND NON-PROFESSIONAL)

PART ONE

1. NAME OF COMPANY

2. ADDRESS: PHYSICAL

POSTAL

CODE WEBSITE http

E-MAIL

2.1 PHYSICAL ADDRESS IN LOCAL AREA (if applicable)

CODE

CONTACT PERSON (Name & Details)

TELEPHONE FAX

CELL PHONE

3. SECTOR (e.g. Construction)

3.1 NATURE OF BUSINESS 1.

(e.g. Plumbing)

2.

4. REGISTERED AS: CLOSE CORPORATION PTY LTD COMPANY CO-OPERATIVE

SOLE TRADER

LTD COMPANY

PARTNERSHIP

NOT REGISTERED

4.1 REGISTERED NO. (if applicable)

[Grid of 20 empty boxes]

5. VAT REGISTRATION NO.
(if applicable) (Attach certified copy)

[Grid of 20 empty boxes]

5.1 RATES SERVICES ACCOUNT NO.

[Grid of 20 empty boxes]

6. ANNUAL SALES/TURNOVER (Previous financial year)

20..... R

20..... R

20..... R

7. TOTAL ASSETS (Previous financial year)

20..... R

20..... R

20..... R

8. CURRENT CONTRACTS WITH COUNCIL

CONTRACT NO. 1.

[Empty box]

2.

[Empty box]

3.

[Empty box]

DURATION

[Empty box]

[Empty box]

[Empty box]

APPROXIMATE VALUE

R [Empty box]

R [Empty box]

R [Empty box]

DATES CONTRACTS WERE SIGNED

[Grid of 6 empty boxes]

[Grid of 6 empty boxes]

[Grid of 6 empty boxes]

PAYMENT TERMS

[Empty box]

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

CONTRACT NO.

[Empty box]

[Empty box]

[Empty box]

APPROXIMATE VALUE

R [Empty box]

R [Empty box]

R [Empty box]

10. NAME AND ADDRESS OF AUDITORS/ACCOUNTING OFFICERS

NAME

[Grid of 20 empty boxes]

[Grid of 20 empty boxes]

ADDRESS

[Grid of 20 empty boxes]

[Grid of 20 empty boxes]

CODE

[Grid of 4 empty boxes]

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

Initials

[Grid of 4 empty boxes]

Qualifications

[Grid of 22 empty boxes]

Surname

[Empty box]

Initials	Qualifications	Surname

PART 2

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

	Initials	Surname	ID Number	Sex	% Holding	*HDI
1.						YES/NO
2.						YES/NO
3.						YES/NO
4.						YES/NO
5.						YES/NO
6.						YES/NO
7.						YES/NO
8.						YES/NO

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

--	--	--	--

--	--

--	--	--	--

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

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

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

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

.....
SIGNATURE

.....
DATE

(ADDITIONAL INFORMATION MAY BE ATTACHED IF NECESSARY.)

SUPPLY, DELIVERY AND INSTALLATION OF HIGH MAST LIGHTS IN THEEWATERSKLOOF MUNICIPAL AREA

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

NAME OF ENTERPRISE/TENDERER*:

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

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

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

SIGNED ON BEHALF OF ENTERPRISE/TENDERER:

DATE:

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

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

**SUPPLY, DELIVERY AND INSTALLATION OF HIGH MAST LIGHTS IN
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SCHEDULE 1L : TAX CLEARANCE CERTIFICATE REQUIREMENTS AND APPLICATION FORM
--

MBD 2

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

1. In order to meet this requirement, bidders are required to complete in full the TCC 0001 form, "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally or on the website www.sars.gov.za. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. 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
3. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
4. In bids where Consortia / Joint Ventures / Sub-Contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Tax Compliance Status (TCS) Pin as of 18 April 2016
 - a. In terms of the new Tax Compliance Status System implemented by SARS on 18 April 2016, taxpayers are now able to issue the municipality with a TCS Pin which can be used to verify a bidder's tax status online via SARS E-filing.
 - b. The taxpayer must issue the municipality with the following:

Bidders who are not in possession of an original Tax Clearance Certificate must provide at least 2 of the 3 numbers listed below in order to verify the Tax Clearance Certificate via SARS e-filing.

1. Tax Reference Number	
2. Tax Compliance Status Pin	
3. Tax Clearance Certificate Number:	

- c. If a bidder is registered on the Supplier's Database and the Municipality is already in possession of an original tax clearance certificate which is valid on closing date of bid, it **MUST** be indicated as such on this page, whereby the attaching of a new tax clearance certificate to this page will not be needed.
6. Should a Tax Clearance Certificate not be verifiable on the SARS e-filing system, the bidder will be afforded an opportunity to submit a valid, verifiable Tax Clearance Certificate. It will result in the invalidation of the bid, should the bidder fail to provide a valid, verifiable Tax Clearance Certificate.

SUPPLY, DELIVERY AND INSTALLATION OF HIGH MAST LIGHTS IN THEEWATERSKLOOF MUNICIPAL AREA

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SCHEDULE 1M: DECLARATION OF INTEREST

MBD 4

- 1. No bid will be accepted from persons in the service of the state¹.
- 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, hareholder²):.....

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.

.....

¹MSCM Regulations: "in the service of the state" means to be –

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

² 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

**SUPPLY, DELIVERY AND INSTALLATION OF HIGH MAST LIGHTS IN
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**SCHEDULE 1N: PREFERENCE POINTS CLAIM FORM IN TERMS OF
THE PREFERENTIAL PROCUREMENT REGULATIONS 2017**

MBD 6.1

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.

- 1.3 Points for this bid shall be awarded for:
- (a) Price; and
 - (b) B-BBEE Status Level of Contributor.

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEM

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

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

Where

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

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor :..... =(maximum of 20 points)
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

Municipality where business is situated:.....

Registered Account Number:

Stand Number:.....

8.8 Total number of years the company/firm has been in business:.....

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

Figure 1

<p>WITNESSES</p> <p>1.</p> <p>2.</p>	<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>ADDRESS</p> <p>.....</p> <p>.....</p>
--	--

**SUPPLY, DELIVERY AND INSTALLATION OF HIGH MAST LIGHTS IN
THEEWATERSKLOOF MUNICIPAL AREA**

ELEC 06/2021/22

SCHEDULE 10: CERTIFICATE OF LOCAL CONTENT DECLARATION
--

MBD 6.2

**DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED
SECTORS**

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

- x is the imported content in Rand
y is the bid price in Rand excluding value added tax (VAT)

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

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

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

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

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
1. All MV & LV Cables	90%
2. Steel products for Construction	100%
3. Cement	100%

**3. Does any portion of the goods or services offered have any imported content?
(Tick applicable box)**

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used. The rates of exchange tendered by the bidder will be verified for accuracy.

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

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)	
IN RESPECT OF BID NO.	
ISSUED BY: (Procurement Authority / Name of Institution):	
NB	
1	The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
2	Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdti.gov.za/industrial

[development/ip.jsp](#). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of(name of bidder entity),
the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

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

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

ANNEXURE C1

SATS 1286.2011

Local Content Declaration – Summary Schedule

NOTE: VAT to be excluded from all calculations

(C1) Tender No.	ELEC 06/2021/22				
(C2) Tender Description	SUPPLY, DELIVERY AND INSTALLATION OF HIGH MAST LIGHTS IN THEEWATERSKLOOF MUNICIPAL AREA				
(C3) Designated product(s)	LV CABLES				
(C4) Tender Authority					
(C5) Name of Tendering Entity					
(C6) Tender Exchange Rate	Pula		EU		GBP
(C7) Specified local content %					

Calculation of local content

Tender Item No's	List of Items	Tender Price – each	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)
	Low Voltage Cables						
1.1	6mm ² x 4core Cu						
3.1	6mm ² BCE						
3.5	35mm ² BCE						

Tender summary

Tender Quantity	Total tender value	Total exempted imported content	Total imported content
(C16)	(C17)	(C18)	(C19)
120m			
120m			
25m			
(C20) Total tender value			
(C21) Total Exempt imported content			
(C22) Total Tender value net of exempt imported content			
(C23) Total Imported content			
(C24) Total local content			
(C25) Average local content % of tender			

SIGNATURE OF TENDERER AS PER LOCAL CONTENT DECLARATION

DATE

By initial this page the Tenderer acknowledges the contents thereof

Initial of Bidder

ANNEXURE C2

SATS 1286.2011

Local Content Declaration – Summary Schedule

(C1) Tender No.	ELEC 06/2021/22				
(C2) Tender Description	SUPPLY, DELIVERY AND INSTALLATION OF HIGH MAST LIGHTS IN THEEWATERSKLOOF MUNICIPAL AREA				
(C3) Designated product(s)	STEEL PRODUCTS AND COMPONENTS FOR CONSTRUCTION				
(C4) Tender Authority					
(C5) Name of Tendering Entity					
(C6) Tender Exchange Rate	Pula		EU		GBP
(C7) Specified local content %					

NOTE: VAT to be excluded from all calculations

Calculation of local content							
<i>Tender Item No's</i>	<i>List of Items</i>	<i>Tender Price – each</i>	<i>Exempted imported value</i>	<i>Tender value net of exempted imported content</i>	<i>Imported value</i>	<i>Local value</i>	<i>Local content % (per item)</i>
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)
	Steel Products						
4.1	20m Scissor High mast pole						

Tender summary			
<i>Tender Quantity</i>	<i>Total tender value</i>	<i>Total exempted imported content</i>	<i>Total imported content</i>
(C16)	(C17)	(C18)	(C19)
3			
(C20) Total tender value			
(C21) Total Exempt imported content			
(C22) Total Tender value net of exempt imported content			
(C23) Total Imported content			
(C24) Total local content			
(C25) Average local content % of tender			

SIGNATURE OF TENDERER AS PER LOCAL CONTENT DECLARATION

DATE

By initial this page the Tenderer acknowledges the contents thereof

Initial of Bidder

ANNEXURE C3

SATS 1286.2011

Local Content Declaration – Summary Schedule

(C1) Tender No.	ELEC 06/2021/22					
(C2) Tender Description	SUPPLY, DELIVERY AND INSTALLATION OF HIGH MAST LIGHTS IN THEEWATERSKLOOF MUNICIPAL AREA					
(C3) Designated product(s)	CEMENT					
(C4) Tender Authority						
(C5) Name of Tendering Entity						
(C6) Tender Exchange Rate	Pula		EU		GBP	
(C7) Specified local content %						

NOTE: VAT to be excluded from all calculations

		Calculation of local content					
<i>Tender Item No's</i>	<i>List of Items</i>	<i>Tender Price – each</i>	<i>Exempted imported value</i>	<i>Tender value net of exempted imported content</i>	<i>Imported value</i>	<i>Local value</i>	<i>Local content % (per item)</i>
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)
	Steel Products						
2.6	CEMENT						

Tender summary			
<i>Tender Quantity</i>	<i>Total tender value</i>	<i>Total exempted imported content</i>	<i>Total imported content</i>
(C16)	(C17)	(C18)	(C19)
2m ³			

(C20) Total tender value		
(C21) Total Exempt imported content		
(C22) Total Tender value net of exempt imported content		
(C23) Total Imported content		
(C24) Total local content		
(C25) Average local content % of tender		

SIGNATURE OF TENDERER AS PER LOCAL CONTENT DECLARATION

DATE

By initial this page the Tenderer acknowledges the contents thereof

Initial of Bidder

ANNEXURE D1

SATS 1286.2011

Imported Content Declaration – Supporting Schedule to Annexure C

(D1)	Tender No.	ELEC 06/2021/22				
(D2)	Tender Description	SUPPLY, DELIVERY AND INSTALLATION OF HIGH MAST LIGHTS IN THEEWATERSKLOOF MUNICIPAL AREA				
(D3)	Designated product(s)	ALL MV AND LV CABLES				
(D4)	Tender Authority					
(D5)	Tendering Entity's Name					
(D6)	Tender Exchange Rate	Pula		EU		GBP

NOTE: VAT to be excluded from all calculations

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

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

(D19) Total exempt imported value

This total must correspond with Annex C – C21

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

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

(D32) Total imported value by tenderer

By initial this page the Tenderer acknowledges the contents thereof

Initial of Bidder

ANNEXURE D2

SATS 1286.2011

Imported Content Declaration – Supporting Schedule to Annexure C

(D1)	Tender No.	ELEC 06/2021/22				
(D2)	Tender Description	SUPPLY, DELIVERY AND INSTALLATION OF HIGH MAST LIGHTS IN THEEWATERSKLOOF MUNICIPAL AREA				
(D3)	Designated product(s)	STEEL PRODUCTS AND COMPONENTS FOR CONSTRUCTION				
(D4)	Tender Authority					
(D5)	Tendering Entity's Name					
(D6)	Tender Exchange Rate	Pula		EU		GBP

NOTE: VAT to be excluded from all calculations

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

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

(D19) Total exempt imported value

This total must correspond with Annex C – C21

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

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

(D32) Total imported value by tenderer

By initial this page the Tenderer acknowledges the contents thereof

Initial of Bidder _____

ANNEXURE D3

SATS 1286.2011

Imported Content Declaration – Supporting Schedule to Annexure C

(D1)	Tender No.	ELEC 06/2021/22				
(D2)	Tender Description	SUPPLY, DELIVERY AND INSTALLATION OF HIGH MAST LIGHTS IN THEEWATERSKLOOF MUNICIPAL AREA				
(D3)	Designated product(s)	CEMENT				
(D4)	Tender Authority					
(D5)	Tendering Entity's Name					
(D6)	Tender Exchange Rate	Pula		EU		GBP

NOTE: VAT to be excluded from all calculations

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

Summary	
Tender Quantity	Exempted imported value
(D17)	(D18)
(D19) Total exempt imported value	
This total must correspond with Annex C – C21	

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

Summary	
Tender Quantity	Total imported value
(D30)	(D31)
(D32) Total imported value by tenderer	

By initial this page the Tenderer acknowledges the contents thereof

Initial of Bidder

ANNEXURE E1		SATS 1286.2011
Local content Declaration – Summary Schedule to Annexure C		
(E1) Tender No.	ELEC 06/2021/22	NOTE: VAT to be excluded from all calculations
(E2) Tender Description	SUPPLY, DELIVERY AND INSTALLATION OF HIGH MAST LIGHTS IN THEEWATERSKLOOF MUNICIPAL AREA	
(E3) Designated product(s)	ALL MV AND LV CABLES	
(E4) Tender Authority		
(E5) Tendering Entity's Name		

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

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

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

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

(E13) Total local content

This total must correspond with Annex C1 – C24

SIGNATURE OF TENDERER AS PER LOCAL CONTENT DECLARATION

DATE

ANNEXURE E2		SATS 1286.2011
Local content Declaration – Summary Schedule to Annexure C		
(E1) Tender No.	ELEC 06/2021/22	NOTE: VAT to be excluded from all calculations
(E2) Tender Description	SUPPLY, DELIVERY AND INSTALLATION OF HIGH MAST LIGHTS IN THEEWATERSKLOOF MUNICIPAL AREA	
(E3) Designated product(s)	STEEL PRODUCTS AND COMPONENTS FOR CONSTRUCTION	
(E4) Tender Authority		
(E5) Tendering Entity's Name		

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

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

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

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

(E13) Total local content

This total must correspond with Annex C1 – C24

SIGNATURE OF TENDERER AS PER LOCAL CONTENT DECLARATION

DATE

ANNEXURE E3		SATS 1286.2011
Local content Declaration – Summary Schedule to Annexure C		
(E1) Tender No.	ELEC 06/2021/22	NOTE: VAT to be excluded from all calculations
(E2) Tender Description	SUPPLY, DELIVERY AND INSTALLATION OF HIGH MAST LIGHTS IN THEEWATERSKLOOF MUNICIPAL AREA	
(E3) Designated product(s)	CEMENT	
(E4) Tender Authority		
(E5) Tendering Entity's Name		

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

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

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

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

(E13) Total local content

This total must correspond with Annex C1 – C24

SIGNATURE OF TENDERER AS PER LOCAL CONTENT DECLARATION

DATE

**SUPPLY, DELIVERY AND INSTALLATION OF HIGH MAST LIGHTS IN
THEEWATERSKLOOF MUNICIPAL AREA**

ELEC 06/2021/22

**SCHEDULE 1P: DECLARATION OF BIDDER'S PAST SUPPLY
CHAIN MANAGEMENT PRACTICES**

MBD 8

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

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

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME)
 CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.
 I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN
 AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....
 Signature

.....
 Date

.....
 Position

.....
 Name of Bidder

**SUPPLY, DELIVERY AND INSTALLATION OF HIGH MAST LIGHTS IN
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SCHEDULE 1Q: CERTIFICATE OF INDEPENDENT BID DETERMINATION

MBD 9

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).²² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

- 9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

- 10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

**SUPPLY, DELIVERY AND INSTALLATION OF HIGH MAST LIGHTS IN
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SCHEDULE 2A PARTICULARS OF TENDERER (BANKING)

- 1. TENDERER:
ADDRESS:
CONTACT PERSON:
TELEPHONE NUMBER:
FAX NUMBER:
- 2. BANK:
BRANCH:
CHEQUE ACCOUNT NUMBER:
CONTACT PERSON:
TELEPHONE NUMBER:
E-MAIL ADDRESS FOR BANK ENQUIRIES:
- 3. PERFORMANCE SECURITY:
BRANCH -CONTACT PERSON:
TELEPHONE NUMBER:
- 4. VAT REGISTRATION NUMBER:
- 5. CIDB REGISTRATION NUMBER:
- 6. **BANK RATING FOR TENDER ELEC 06/2021/22:.....(ATTACHED NECESSARY DOCUMENT)**

**I HEREBY GIVE PERMISSION TO THEEWATERSKLOOF MUNICIPALITY TO OBTAIN MY FINANCIAL
STANDING FOR TENDER ELEC 06/2021/22**

.....
SIGNATURE OF TENDERER

.....
DATE

**SUPPLY, DELIVERY AND INSTALLATION OF HIGH MAST LIGHTS IN
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<p>SCHEDULE 2B : DOCUMENTS OF INCORPORATION</p>
--

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

**SUPPLY, DELIVERY AND INSTALLATION OF HIGH MAST LIGHTS IN
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SCHEDULE 2C: REGISTRATION ISSUED BY THE CIDB

The tenderer should attach to this page either a certificate of Contractor Registration issued by the Construction Industry Development Board or proof of registration in terms of the Construction Industry Development Board Act.

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SCHEDULE 2D: PROOF OF PAYMENT OF TENDER PARTICIPATION FEE

The tenderer should attach to this page proof of payment of the tender participation fee as stipulated in the tender advertisement.

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SCHEDULE 2E: FORM OF INDEMNITY

The tenderer must complete this page

PS.1 THE MUNICIPAL MANAGER

INDEMNITY

Given by (Name of Company)

of

.....

(registered address of Company) a company incorporated with limited liability according to the Company Laws of the Republic of South Africa (hereinafter called the Contractor),

represented herein by

..... (Name of Representative) in his capacity as

..... (Designation) of the Contractor is

duly authorized hereto by a resolution dated

To sign on behalf of the Contractor.

Whereas the Contractor has entered into a Contract dated with (hereinafter called the Municipality) who require this indemnity from the Contractor for the :

CONTRACT: ELEC 06/2021/22: SUPPLY, DELIVERY AND INSTALLATION OF HIGH MAST LIGHTS IN THEEWATERSKLOOF MUNICIPAL AREA

NOW THEREFORE THIS DEED WITNESSES that the Contractor does hereby indemnify and hold harmless the Municipality in respect of all loss or damage that may be incurred or sustained by the Municipality by reason of or in any way arising out of or caused by operations that may be carried out by the Contractor in connection with the aforementioned contract; and also in respect of all claims that may be made against the Municipality in consequence of such operations, by reason of or in any way arising out of any accidents or damage to life or property or any other cause whatsoever; and also in respect of all legal or other expenses that may be incurred by the Municipality in examining, resisting or settling any such claims; for the due performance of which the Contractor binds itself according to law.

SIGNATURE :

THUS DONE AND SIGNED for and on behalf on the Contractor.

At on the day of In the
presence of the subscribing witnesses.

AS WITNESSES

1. (Designation)

2. (Designation)

SUPPLY, DELIVERY AND INSTALLATION OF HIGH MAST LIGHTS IN THEEWATERSKLOOF MUNICIPAL AREA

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SCHEDULE 2F : OCCUPATIONAL HEALTH AND SAFETY AGREEMENT (SECTION 37(2))

AGREEMENT MADE AND ENTERED INTO BETWEEN THE (HEREINAFTER CALLED THE "CLIENT") AND

.....

(Contractor/Mandatory/Company/CC Name)

IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, ACT No. 85 OF 1993 AS AMENDED.

I,, representing

....., as an employer

in its own right, do hereby undertake to ensure, as far as is reasonably practicable, that all work will be performed, and all equipment, machinery or plant used in such a manner as to comply with the provisions of the Occupational Health and Safety Act (OHSA) and the Regulations promulgated there under.

I furthermore confirm that I am/we are registered with the Compensation Commissioner and that all registration and assessment monies due to the Compensation Commissioner have been fully paid or that I/We are insured with an approved licensed compensation insurer.

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

I undertake to appoint, where required, suitable competent persons, in writing, in terms of the requirements of OHSA and the Regulations and to charge him/them with the duty of ensuring that the provisions of OHSA and Regulations as well as the Council's Special Conditions of Contract, Way Leave, Lock-Out and Work Permit Procedures are adhered to as far as reasonably practicable.

I further undertake to ensure that any subcontractors employed by me will enter into an occupational health and safety agreement separately, and that such subcontractors comply with the conditions set.

I hereby declare that I have read and understand the appended Occupational Health and Safety Conditions and undertake to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan.

Signed aton the.....day of.....20....

Witness

Mandatory

Signed at on the.....day of.....20....

Witness

for and on behalf of

OCCUPATIONAL HEALTH AND SAFETY CONDITIONS

1. The Chief Executive Officer of the Contractor shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act (as amended). Should the Contractor assign any duty in terms of Section 16(2), a copy of such assignment shall immediately be provided to the representative of the Employer as defined in the Contract.
2. All work performed on the Employer's premises shall be performed under the supervision of the construction supervisor who understand the hazards associated with any work that the Contractor performs on the site in terms of Construction Regulations 2014.
3. The Contractor shall appoint a Competent Person who shall be trained on any occupational health and safety aspect pertaining to them or to the work that is to be performed.
4. The Contractor shall ensure that he familiarizes himself with the requirements of the Occupational Health and Safety Act and that he, his employees, and any sub-contractors, comply with them.
5. Discipline in the interests of occupational health and safety shall be strictly enforced.
6. Personal protective equipment shall be issued by the Contractor as required and shall be worn at all times where necessary.
7. Written safe work procedures and appropriate precautionary measures shall be available and enforced, and all employees shall be made conversant with the contents of these practices.
8. No substandard equipment/machinery/articles or substances shall be used on the site.
9. All incidents referred to in terms of Section 24 of the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour and the Employer.
10. The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act and into any incident involving a Contractor and/or his employees and/or his sub-contractor/s.
11. No use shall be made of any of the Employer's machinery / plant / equipment / substance / personal protective equipment or any other article without prior arrangement and written approval.
12. No alcohol or any other intoxicating substance shall be allowed on the site. Any person suspected of being under the influence of alcohol or any other intoxicating substance shall not be permitted access to, or allowed to remain on the site.
13. Prior to commencement of any work, verified copies of all documents mentioned in the agreement, must be presented to the Employer.

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<p>SCHEDULE 2G : B-BBEE CERTIFICATE</p>
--

The tenderer must attach to this page a **certified copy of their valid B-BBEE level of contribution certificate** in respect of his/her company, close corporation or partnership. In the case of a joint venture between two or more firms, the tenderer shall attach a certified copy of the B-BBEE Certificate for each of the joint venture partners.

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SCHEDULE 2H : LETTER OF GOOD STANDING TO RELEVANT AUTHORITIES

The tenderer should attach to this page a letter from the relevant authorities indicating his good standing with regard to **UIF payments and COIDA**. Each party to a Joint Venture or Consortium shall submit separate documents. Where applicable, a **Certificate of Compliance** issued by the relevant **Bargaining Council** shall be attached to this schedule. Each party to a Joint Venture or Consortium shall submit separate documents.

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SCHEDULE 2I : PROOF OF CREDIT FACILITIES WITH SUPPLIERS/MANUFACTURERS

The tenderer should attach to this page proof that adequate credit facilities are available with manufacturers and/or suppliers for the purchasing of all items listed in the Bill of Quantities.

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SCHEDULE 3A : RECORD OF ADDENDA TO TENDER DOCUMENTS
--

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

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

Attach additional pages if more space is required.

Signed Date

Name Position

Tenderer

**SUPPLY, DELIVERY AND INSTALLATION OF HIGH MAST LIGHTS IN
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SCHEDULE 3B : SPECIAL CONDITIONS OF TENDER (F5)
--

SPECIAL CONDITIONS OF TENDER
A. CONDITIONS APPLICABLE TO THE PROMOTION OF MUNICIPAL LOCAL AND SOCIO-ECONOMIC DEVELOPMENT
For the unskilled labour portion of this tender, i.e. estimated R 15 000 of the value of the tender , the Service Provider MUST employ all local labourers from Caledon where upgrade are taking place. Contractor must comply with EPWP requirements for all unskilled labour and to supply the necessary documents to TWK Municipality to register them.
If the service provider intends to make use of sub-contractors : Only sub-contractors local to the Theewaterskloof Municipal Area will be accepted. The service provider must submit substantive evidence and relevant information with its tender proposal per Schedule 1H. Should no sub-contractors for the service in question be available within the municipal area, the service provider must provide proof of the successful search for such a sub-contractor
All equipment that the contractor should lease MUST be from the local Theewaterskloof area for example : Front Loader Digger and Jackhammer for trenches
Make use of local material for backfilling of trenches (Sand)
B. CONDITIONS APPLICABLE AFTER CLOSING OF TENDER BUT BEFORE A SELECTED SERVICE PROVIDER IS ANNOUNCED (For information only)
Any additional information upon request must be submitted in writing within 48 hours of receipt.
C. CONDITIONS APPLICABLE AFTER AWARDING OF THE TENDER (For information only)
The service provider must provide the Municipality with a completed list of local labourers used, with monthly claims. The aforesaid list must be updated and submitted together with the service providers progress report and monthly invoice, inclusive of the following details: <ul style="list-style-type: none"> a. Salary / wages spent on local employees versus total wages / salary budget at site b. Number of local employees employed versus per total workforce at site c. Amount spent on local suppliers versus budgeted Any amendments to the list requires prior approval from the Municipality. The service provider must provide local labourers with basic on-the-job training and provide them with a reference letter after completion of their services.
The service provider must provide the Municipality with a certificate confirming payments made to the local EME sub-contractor, if applicable. This certificate must be updated and submitted together with the service providers progress report and invoice. Any changes in sub-contractors requires prior approval from the Municipality.

I HEREBY DECLARE THAT I WILL COMPLY WITH ALL THE SPECIAL CONDITIONS AS SET OUT ABOVE

If the bidder fails to sign this schedule, it will be interpreted that the bidder does not comply with the Special Conditions of Tender and therefore will be regarded as being non-responsive.

Signed Date

Name Position

Tenderer

**SUPPLY, DELIVERY AND INSTALLATION OF HIGH MAST LIGHTS IN
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PART C1 : AGREEMENT AND CONTRACT DATA
--

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

SUPPLY, DELIVERY AND INSTALLATION OF HIGH MAST LIGHTS IN THEEWATERSKLOOF MUNICIPAL AREA

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C1.1 : FORM OF OFFER AND ACCEPTANCE

1. OFFER

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

SUPPLY, DELIVERY AND INSTALLATION OF HIGH MAST LIGHTS IN THEEWATERSKLOOF MUNICIPAL AREA

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

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

The offered total of the prices inclusive of Value-Added Tax is
.....
.....
.....
.....
.....
..... Rand (in words);

R.....(in figures)

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

Signature(s)
Name(s)
Capacity

for the **Tenderer**
(Name and address of organization)

Name and signature
of witness

..... Date

2. ACCEPTANCE

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

The terms of the contract are contained in

Part C1: Agreements and contract data (which includes this agreement)

Part C2: Pricing data

Part C3: Scope of work

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

Deviations from and amendments to the documents listed in the tender data and any addenda thereto, as 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 completed copy of this agreement including the schedule of deviation (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof 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 the obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor), within five (5) working days of the date of such receipt, notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature(s)

Name(s)

Capacity

for the **Employer**
(Name and address of organization)

Name and signature of witness Date

3. SCHEDULE OF DEVIATIONS

Notes:

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

1. Subject

Details

2. Subject

Details

3. Subject

Details

4. Subject

Details

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

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

Signature(s)

Names(s)

Capacity

for the **Employer**
 (Name and address of organisation)

Name and signature of witness Date

Signature(s)

Names(s)

Capacity

for the **Tenderer**
 (Name and address of organisation)

Name and signature of witness Date

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C1.2: CONTRACT DATA (PART 1)

The Conditions of Contract are the “Conditions of Contract for Construction for Building and Engineering Works designed by the Employer” as issued by FIDIC, first Edition 1999, document ISBN2-88432-022-9.

Copies of these conditions of contract may be obtained from CESA Tel no.: (0)11 463 2022.

PART 1 : DATA PROVIDED BY THE EMPLOYER

Clause	Description
1.1	DEFINITIONS
1.1.1.1	Is deleted and replaced by: “Contract” means the Form of Offer and Acceptance, Contract Data, these Conditions, the Specifications, the Drawings, the Schedules, and the further documents (if any), which are listed in the Form of Offer and Acceptance, and further includes drawings and documents or parts thereof, which any of the aforesaid documents incorporate by reference.
1.1.1.2	Is deleted and replaced by: “Contract Agreement” means the document called Form of Offer and Acceptance.
1.1.1.3	Is deleted and replaced by: “Letter of Acceptance” means that section of the Form of Offer and Acceptance called “Acceptance”. The date of the Letter of Acceptance shall be the date of signing the latter “Acceptance”.
1.1.1.4	Is deleted and replaced by: “Letter of Tender” means that section of the Form of Offer and Acceptance called “Offer”.
1.1.1.5	Is deleted and replaced by: “Specification” means that document entitled Scope of Work, as included the Contract, and any additions and modifications to the Scope of Work in accordance with the Contract. Such document specifies the Works.
1.1.1.7	Is deleted and replaced by: “Schedules” means the document(s) entitled Tender Schedules, completed by the Contractor and submitted with his tender offer, as included in the Contract. Such document(s) may include the Bill of Quantities, data, lists and schedules of rates and / or prices.
1.1.1.8	Is deleted and replaced by: “Tender” means that section of the Form of Offer and Acceptance called “Offer” and all other documents which the Contractor submitted as Returnable Documents, as included in the Contract.
1.1.1.9	Is deleted.
1.1.6.6	Is deleted and replaced by: “Performance Security” means the security (or securities, if any) under Sub-Clause 4.2 provided in terms of the Form of Guarantee contained in C1.3.
	PARTICULAR CONDITIONS
1.1.4.6	The contract foreign currency is not applicable
1.1.4.8	The contract local currency is South African Rand
1.1.6.2	The contract country is South Africa
1.1.37	DEFECTS NOTIFICATION PERIOD
	The defects notification period, for purposes of this contract also called the Defects liability period shall be 365 Calendar Days.

Clause	Description
1.2	<p>INTERPRETATION</p> <p>At the end of sub-clause 1.2, insert:</p> <p>In these conditions, provisions including, the expression cost plus reasonable profit" require this profit to be 10% of this cost.</p>
1.3	<p>ELECTRONIC TRANSMISSION SYSTEMS</p> <p>Acceptable transmission methods for all communications during the construction phase of the contract</p> <ul style="list-style-type: none"> • Mail • E-mail • Fax
[1.1.22] & 1.3	<p>EMPLOYER'S NAME AND ADDRESS</p> <p>PO Box 24, Caledon, 7230</p>
[1.1.2.4] & 1.3	<p>ENGINEER'S NAME AND ADDRESS</p> <p>FH Du Toit Kerk Street 26 Caledon</p>
1.4	<p>GOVERNING LAW</p> <p>South African</p>
1.4	<p>RULING LANGUAGE</p> <p>English</p>
1.4	<p>LANGUAGE FOR COMMUNICATIONS</p> <p>English</p>
1.5	<p>PRIORITY OF DOCUMENTS</p> <p>Is deleted and replaced by: The documents forming the Contract are to be taken as mutually explanatory of one another. For the purpose of interpretation, the priority of the documents shall be in accordance with the following sequence:</p> <ol style="list-style-type: none"> a) the Form of Offer and Acceptance; b) Contract Data: Data provided by the Employer; c) the General Conditions of Contract; d) the Project Specification; e) the Tender Drawings; f) the Particular Specifications (if applicable); g) the Bills of Quantities <p>If an ambiguity or discrepancy is found in the documents, the engineer shall issue any necessary clarification or instruction.</p>
1.15	<p>DETAILS TO BE CONFIDENTIAL</p> <p>Add clause 1.15: Both parties shall treat the details of the contract as private and confidential, except to the extent necessary to carry out obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the Works in any trade or technical paper or elsewhere without the agreement of the employer.</p>

Clause	Description
1.16	<p>APPENDIX TO TENDER</p> <p>Add clause 1.16: Where reference is made to “Appendix to Tender” in the Conditions of Contract replace with “Contract Data”.</p>
2.1	<p>TIME FOR ACCESS TO SITE</p> <p>The Contractor can access the full site any time after the commencement date, with the onus on the Contractor to stay within the contractual completion time. However, the Contractor shall not establish on site later than one (1) calendar month after the commencement date, unless approved by the Engineer in writing.</p>
2.4	<p>EMPLOYER’S FINANCIAL ARRANGEMENTS</p> <p><i>[Omit clause]</i></p>
3.1	<p>ENGINEER’S DUTIES AND AUTHORITY</p> <p>The Engineer shall obtain the specific approval of the employer before taking action under the following sub-clauses of these conditions:</p> <p>a) Sub clause 3.1.1 – Issuing of Variation Orders</p>
3.2	<p>DELEGATION BY THE ENGINEER</p> <p>Replace the first paragraph with “..... The assignment, delegation or revocation shall be in writing and shall not take effect until a copy has been received by the Contractor”.</p>
3.2	<p>DELEGATED ASSISTANT</p> <p>The engineer may from time to time appoint an assistant or assistants on the project. The assistant shall only be authorized if the assistant has been appointed in writing. The engineer’s assistant shall have the following delegated authority:</p> <ul style="list-style-type: none"> * to approve/reject any part of the project; * to perform inspections on behalf of the engineer; * to issue site instructions on behalf of the engineer; * to instruct the contractor to do any test that is deemed necessary; * to issue fault lists on behalf of the engineer; * as listed in a specific letter of delegation.
3.4	<p>REPLACEMENT OF ENGINEER</p> <p>Total clause omitted for purposes of this contract.</p>
3.6	<p>MANAGEMENT MEETINGS</p> <p>Add clause 3.6: The engineer or the contractor’s representative may require the other to attend a management meeting in order to review the arrangements for future work. The engineer shall record the business of management meetings and supply copies of the record to those attending the meeting and to the employer. In record, responsibilities for any actions to be taken shall be in accordance with the contract.</p>
4.2	<p>PERFORMANCE SECURITY</p> <p>In this last line of the last paragraph replace the words “Performance Certificate” with “Taking-over Certificate”.</p>
4.2	<p>PERFORMANCE SECURITY</p> <p>At the end of the second paragraph of sub-clause 4.2, insert:</p>
	<p>If the Performance Security is in the form of a bank guarantee, it shall be issued either:</p> <p>a) by a bank located in the country or</p> <p>b) directly by a foreign bank acceptable to the employer.</p>

Clause	Description
	If the Performance Security is not in the form of a bank guarantee, it shall be furnished by a financial entity registered, or licensed to do business, in the country. The performance security shall not have a calendar end date, but shall stay in full force until issuing of the “Taking over certificate”.
4.2	PERFORMANCE SECURITY Add the following: NO payments shall be certified before the performance security has been handed over to the client. The performance security shall be provided by the Contractor within fourteen (14) days from the commencement date.
4.2	AMOUNT OF PERFORMANCE SECURITY 10% of Accepted contract amount, in the currencies and proportions in which the Contract Price is payable.
4.3	CONTRACTOR’S REPRESENTATIVE At the end of sub-clause 4.3, add: The Contractor’s Representative and all these persons shall also be fluent in the English language.
4.8	SAFETY PROCEDURES Add new paragraphs: f) The Contractor shall be responsible for Health and Safety as prescribed in the relevant acts. g) The Contractor shall provide a site specific Health and Safety plan based on the employer’s Health and Safety Specification within fourteen (14) days from date of appointment.
4.10	SITE CONDITIONS Responsibility for the determination of site conditions prior to construction shall rest with the Contractor.
4.19	ELECTRICITY, WATER AND GAS Add the following at the end of sub-clause 4.19 : a) Electricity is available at the site. (Billed to Contractor). b) Water is available at the site. (Billed to Contractor).
4.20	EMPLOYER’S EQUIPMENT AND FREE ISSUE MATERIAL The following equipment and material is provided by the Employer, free from any defects: As per the bill of quantities, indicated as “Installation only items”.
4.22	SECURITY OF THE SITE Add new paragraph: c) The Contractor shall be responsible for the protection of all equipment and material on site (installed and not installed) until handed over to the Client. d) The Contractor shall notify the Engineer when a need for additional security on site develops. The Contractor shall present a report and proposed intervention plan with associated cost to the Engineer for approval before any additional security is employed.
6.5	NORMAL WORKING HOURS Normal working hours are as follows 7h00 – 18h00 (Monday to Saturday) Non-working days are Sundays, Public holidays and the end-of-the-year builder’s break.

Clause	Description																								
7.5	<p>REJECTION</p> <p>Costs incurred by the Employer and applicable to retesting or re-inspection shall include costs of the Engineer.</p>																								
8.1	<p>COMMENCEMENT OF WORKS</p> <p>The commencement date shall be seven (7) working days from the date of the Letter of Acceptance. The Engineer shall give notice of the commencement date to the Contractor.</p>																								
8.2	<p>TIME FOR COMPLETION</p> <p>The Start Date of the Time for Completion will be the commencement date.</p>																								
8.3	<p>PROGRAMME</p> <p>Replace the first sentence of the first paragraph with: "The Contractor shall submit a detailed programme to the Engineer within 14 days of the Commencement Date.</p>																								
8.4	<p>EXTENSION OF TIME FOR COMPLETION</p> <p>No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal climatic conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature. However, in the event that delays to critical activities exceed the number of working days listed below for each month, then abnormal climatic conditions shall be deemed to exist, and an extension of time may be claimed in accordance with the provisions of Clause 8.4.</p> <p>The number of days quoted below shall be regarded as a fair estimate of the delays to be anticipated and allowed for under normal climatic conditions where inclement weather prevents or disrupts critical work.</p> <table data-bbox="400 1093 676 1458"> <tr><td>January</td><td>2 days</td></tr> <tr><td>February</td><td>2 days</td></tr> <tr><td>March</td><td>2 days</td></tr> <tr><td>April</td><td>2 days</td></tr> <tr><td>May</td><td>2 days</td></tr> <tr><td>June</td><td>4 days</td></tr> <tr><td>July</td><td>4 days</td></tr> <tr><td>August</td><td>4 days</td></tr> <tr><td>September</td><td>4 days</td></tr> <tr><td>October</td><td>2 days</td></tr> <tr><td>November</td><td>2 days</td></tr> <tr><td>December</td><td>2 days</td></tr> </table> <p>Claims for delays for abnormal climatic conditions shall be accompanied by substantiating facts and evidence, which shall be submitted timeously as each day or half-day delay is experienced.</p> <p>It shall be further noted that where the critical path is not affected, no extension of time for abnormal climatic conditions or for any other reason will be entertained.</p> <p>It shall remain the responsibility of the Contractor to plan activities on site by taking into account any bad weather or any other factors that may have an impact on the program. In case of bad weather, work can only be stopped after consultation with the Engineer or Client. Agreement reached shall preferably be in writing before stopping of work, but if not possible must be confirmed afterwards in writing.</p> <p>Furthermore, the responsibility shall rest with the Contractor to provide reasons for stopping the work on site to the Engineer, especially if such stopping of work might be regarded as reason for any extension in time.</p>	January	2 days	February	2 days	March	2 days	April	2 days	May	2 days	June	4 days	July	4 days	August	4 days	September	4 days	October	2 days	November	2 days	December	2 days
January	2 days																								
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July	4 days																								
August	4 days																								
September	4 days																								
October	2 days																								
November	2 days																								
December	2 days																								
8.7	<p>MAXIMUM AMOUNT OF DELAYS DAMAGES</p> <p>5 % of the final contract price.</p>																								

Clause	Description
8.7 & 14.15(b)	<p>DELAY DAMAGES FOR THE WORKS</p> <p>0,1 % of the final contract price per day, in the currencies and proportions in which the contract price is payable.</p>
9. 9.1	<p>TESTS ON COMPLETION</p> <p>CONTRACTOR'S OBLIGATIONS</p> <p>Add the following at the end of paragraph 9.1:</p> <p>The Contractor shall do the following tests on completion:</p>
	All relevant electrical tests.
11.10	For purposes of this contract, the latent defects period shall be ten (10) years, starting from the date of the Performance Certificate.
13.1	<p>VARIATIONS AND ADJUSTMENTS</p> <p>Tenderers must note that the funding for this project will be provided in the 2020/21 financial years.</p>
13.5(b)	<p>PROVISIONAL SUMS</p> <p>Percentage for overhead and profit charges 10 %. Three (3) quotations will be required for the work included in each provisional sum allowed.</p>
13.8 Adjustment for changes in cost	<p>The method of calculating adjustments for changes in costs shall be:</p> <p>A. CHANGES IN COST AND LEGISLATION (LABOUR, MATERIALS AND TRANSPORT) Cable Prices Excluded</p> <p>a) Prices will be subject to escalation as per SEIFSA price adjustment schedules. Price adjustment will be calculated in accordance with the formulae:-</p> $PI = PO \left(\frac{M.MEI}{MSI} + \frac{L.LEI}{LSI} + \frac{B.BEI}{BSI} + \frac{D.DEI}{DSI} \right)$ <p>1. where P = Escalated value of PO PO = Value of work on which escalation is due M = Value of materials as factor of PO L = Value of labour as a factor of PO B to D = Value of other components as factors of PO MEI to DEI = Applicable SEIFSA end indices MSI to DSI = Applicable SEIFSA start indices; such that the escalation per item 2 below applies.</p> <p>2. Escalation = (1-x) (PI-PO) where the factor 1-x allows for a non-escalatable profit taken by the Contractor, expressed as a decimal fraction. The value of x must be entered in the appropriate space allowed in the bill of quantities.</p> <p>3. Escalation adjustments shall cease on the contractual completion date, or taking over date, whichever is first.</p> <p>b) Escalation will be calculated on the nett tariff (VAT excluded). VAT is calculated on the total amount, including escalation.</p>
	c) Payment for exchange rate variations will only be considered if the value of the imported component of the contract exceeds 10 % of the nett contract value and subject to the following conditions:

Clause	Description
	<p>i) The Tenderer must have listed the values of imported components in his tender offer;</p> <p>ii) The exchange rate on which the offer was based must have been stated in respect of currency, date and rate;</p> <p>iii) No escalation will be payable on the value of the imported components.</p> <p>B. CHANGES IN COST AND LEGISLATIONS (Cable Prices) Cable prices will be subject to escalation based on the metals and materials schedules as issued by the Association of Electrical Cable Manufacturers of South Africa (AECMSA). Base price for this contract shall be : (November 2019)</p>
	<p>C. RATE OF EXCHANGE All imported goods that will be subject to possible exchange rate variations must clearly be listed as part of the tender offer. The Tenderer must clearly state the currency exchange rate and applicable date on which the tender offer is based.</p>
13.8 Adjustment for changes in cost	<p>FIXED CHARGE AND VALUE RELATED ITEMS If the contract value increases, the items for preliminary and general in the schedule of quantities will increase in relation to the increase of contract value.</p>
	<p>TIME RELATED ITEMS An approved extension of time will qualify the Contractor to receive payment for time related items as in the schedule of quantities in relation to the extension of time.</p>
14.2	<p>ADVANCE PAYMENT Advance payments will not be applicable to this contract.</p>
14.3	<p>METHOD OF APPLICATION Claim with detail breakdown of costs together with original tax invoice to be submitted to the Engineer by the 25th of each month. Engineer to verify quantities.</p>
14.3	<p>PERCENTAGE OF RETENTION 10 % Retention.</p>
14.3	<p>LIMIT OF RETENTION MONEY Up to 5 % of the Accepted Contract Amount less provisional sums.</p>
14.5	<p>PLANT AND MATERIALS INTENDED FOR THE WORKS Percentage payment for materials on site but not included in the permanent work is 90 % (ninety percent). <i>Add the following paragraph :</i> "If so agreed in writing by the Engineer and Contractor, the provisions of this sub-clause 14.5 shall apply equally to Plant and Materials intended for incorporation in the permanent works and stored at places other than the site."</p>
14.6	<p>MINIMUM AMOUNT OF INTERIM PAYMENT CERTIFICATES Not applicable.</p>
14.7	<p>PAYMENT The period for payment shall be 30 (thirty) calendar days from date of tax invoice.</p>
14.15	<p>CURRENCIES OF PAYMENT The currency of account shall be the Local Currency and all payments made in accordance with the contract shall be in Local Currency.</p>

Clause	Description
17.6	<p>LIMITATION OF LIABILITY</p> <p>In sub-clause 17.6, the sum referred to in the penultimate sentence (limit of liability) shall be the Accepted Contract Amount.</p>
18.1 & 18.2	<p>INSURANCE</p> <p>Add: The contractor will not be allowed on site until proof of all insurances has been submitted to the engineer.</p> <p>The insured amount shall be 100 % of the final contract price, including replacement values of the contractor's equipment.</p>
18.1	<p>EVIDENCE OF INSURANCE AND COPIES OF INSURANCE POLICIES</p> <p>To be provided within 14 days from the commencement date.</p>
18.3	<p>MINIMUM AMOUNT OF THIRD PARTY INSURANCE</p> <p>R2 000 000-00 (Two million rand)</p>
20.1	<p>DISPUTE RESOLUTION SHALL BE BY DISPUTE ADJUDICATION BOARD</p> <p>The DAB, shall be one sole member. If the Parties cannot agree on the member of the DAB three persons shall be appointed as provided for in 20.2.</p> <p>Dispute determinations shall be by arbitration.</p> <p>Where the parties fail to agree on the appointment of an Arbitrator, the SA Association of Arbitrators will nominate the Arbitrator.</p>
20.2	<p>Is amended by replacing the first sentence: Disputes shall be adjudicated by a DAB in accordance with Sub-Clause 20.4.</p>
20.3	<p>FAILURE TO AGREE DISPUTE ADJUDICATION BOARD</p> <p>The entity referred to in this paragraph will be the SA Association of Arbitrators.</p>
20.4	<p>Is amended by deleting: The word "may" in line 4 and replace with "shall first" and replace "84" in the forth and fifth paragraphs with "42".</p>
20.4	<p>Is amended by adding: The wording "or court proceedings as provided for in the Contract Data in the sixth paragraph after "arbitration of a dispute".</p>
20.6	<p>Replace with the following: If provided in the Contract Data, a dispute shall be finally settled by a single Arbitrator to be agreed on between the parties or, failing such agreement within 28 days after referring the dispute to Arbitration, nominated on the application of either party to the entity or official named in the Contract Data, and any such reference shall be deemed to be a submission to the arbitration of a single arbitrator in terms of the Arbitration Act (Act No 42 of 1965, as amended), or any legislation passed in substitution therefore.</p> <p>In the absence of any other agreed procedure, the arbitration shall take place in accordance with the Rules for the Conduct of Arbitrations issued by the Association of Arbitrators (Southern Africa) which is current at the time of the referral to arbitration.</p> <p>The Arbitrator shall, in his award, set out the facts and the provisions of the contract on which his award is based.</p>
20.7	<p>Is amended by adding : The wording "or court proceedings as provided for in the Contract Data" in the sixth paragraph after "arbitration".</p>
20.9	<p>Clause 20.9 is added : If the Contract Data provides for the court proceedings to finally resolve disputes, disputes shall be determined by court proceedings.</p>

**SUPPLY, DELIVERY AND INSTALLATION OF HIGH MAST LIGHTS IN
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ELEC 06/2021/22

C1.2 : CONTRACT DATA (PART 2)

PART 2 : DATA PROVIDED BY THE CONTRACTOR

Clause	Description
1.1.2.3 & 1.3	The Contractor is the <i>[Enter the Legal name of the Contractor].</i> The Contractor's address for receipt of communications and notices is : Telephone: Facsimile: E-mail : Address (Postal) : Address (Physical) :
1.1.3.3	The Works shall be completed in days/weeks/months

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C1.3 : PERFORMANCE SECURITY (PRO FORMA)

TENDER NO. **ELEC 06/2021/22**

WHERE AS (hereinafter referred to as "the Employer") entered into, a Contract with

.....

(Hereinafter called "the Contractor") on the day of..... 20.....

for the construction of

.....

at

AND WHEREAS it is provided by such Contract that the Contractor shall provide the Employer with security by way of a guarantee for the due and faithful fulfilment of such Contract by the Contractor;

AND WHEREAS

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

NOW THEREFORE WE,

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

1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Completion Date which the Employer may make, give, concede or agree to under the said Contract.
2. This guarantee shall be limited to the payment of a sum of money
3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.
4. This guarantee shall remain in full force and effect until the issue of the Taking-over Certificate in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.
5. Our total liability hereunder shall not exceed the Guaranteed Sum of
.....(R.....)
6. The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon our liability hereunder shall cease.
7. We hereby choose our address for the serving of all notices for all purposes arising here from as

.....

IN WITNESS WHEREOF this guarantee has been executed by us at

on this day of 20.....

As witnesses:

1. Signature

2. Duly authorized to sign on behalf of

.....

Address

.....

.....

SUPPLY, DELIVERY AND INSTALLATION OF HIGH MAST LIGHTS IN THEEWATERSKLOOF MUNICIPAL AREA

ELEC 06/2021/22

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

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

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

in connection with

TENDER NO. ELEC 06/2021/22 (hereinafter referred to as "the Contract")

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

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

1. Each demand by the Employer shall be in writing signed by the Employer and delivered to us at or such other address in as we shall in writing notify to the Employer and shall be accompanied by a certificate complying with Clause 2, signed by the Engineer in office as such in terms of the Contract.
2. The Engineer's certificate referred to in Clause 1 shall certify:
 - a) that he is the Engineer in office as such in terms of the Contract;
 - b) that the Contractor is in breach of his obligations under the Contract, and
 - c) that the amount demanded, which amount the certificate shall specify,
 - i) does not exceed the amount of retention monies which, but for this guarantee, would have been retained by the Employer in terms of the Contract at the date of the certificate, less the aggregate of the amount of retention money actually retained by the Employer and the amounts previously paid by us to the Employer in terms hereof, and
 - ii) does no exceed a genuine estimate of the cost to the Employer of having the breach referred to in paragraph (b) remedied less the aggregate of any amounts withheld by the Employer from payments due to the Contractor in terms of the Contract by reason of the breach referred to, and any amount of retention money actually held by the Employer save to the extent that the same had been deducted from any previous demand in terms hereof.
3. We shall within days after our receipt of a demand complying with the provisions of Clause 1 and 2 make payment to the Employer of the amount demanded at or at such other address in as the Employer shall in writing notify to us.
4. Subject to compliance with the provisions hereof, our liability to make the payment herein referred to shall be unconditional and shall not be affected or diminished by any disputes, claims or counterclaims between the Employer and the Contractor.
5. Our aggregate liability under this guarantee is limited to R

- 6. This guarantee shall expire on the date on which the last of the retention monies, which but for this guarantee would have been retained by the Employer, becomes payable to the Contractor.
- 7. This guarantee is not transferable and must be produced for endorsement if any part payment is made and must be returned to us against final payment of our aggregate liability or on the date of the expiry of the guarantee in terms of Clause 6, whichever is the earlier.

Signed in the presence of the subscribing witnesses:

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

on this day of 20.....

SIGNATURE: **NAME:**
(Print)

CAPACITY:

SIGNATURE: **NAME:**
(Print)

CAPACITY:

ADDRESS:
.....
.....
.....

AS WITNESSES:

1. **NAME:**
(Print)

2. **NAME:**
(Print)

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PART C2 : PRICING DATA

C2.1 Pricing Instructions

C2.2 Bills of Quantities

C2.3 Data Sheets

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C2.1 : PRICING INSTRUCTIONS

C2.1.1 PREAMBLE TO THE SCHEDULE OF PRICES

- C2.1.1.1 All prices shall be quoted in the currency of the Republic of South Africa and will be held to be firm unless otherwise stated, in which case sufficient information must be afforded at the time of tendering to indicate the basis on which payment shall be adjusted.
- C2.1.1.2 The Tenderer shall enter a price against each item in the schedule of prices where quantities and/or "Rate Only" items have been included. If the Tenderer fails to enter a price against any item in the schedule of prices the relevant cost for such item shall be regarded as being covered by other prices in the schedule of prices. **Should an item specifically be excluded from the offer submitted, such tender will be regarded as non-responsive and not be considered.**
- C2.1.1.3 The prices quoted against each item of these schedules shall cover the full inclusive cost of everything required for the execution of the work under the item plus an apportionment of any cost involved in meeting the obligations and liabilities imposed by the conditions of contract and in complying with the specifications. Any exclusions of any part of the specified scope of work shall cause the tender to be regarded as non-responsive.
- C2.1.1.4 The prices quoted for the supply of plant and equipment shall include for all handling, loading, transporting and of-loading required for the delivery of the plant and equipment to the site, including in the case of of-site storage for double handling at the store.
- C2.1.1.5 The prices quoted for erection and installation shall include for all handling, loading, transporting and of-loading, to take plant and equipment to place on site where required, erection, installation, painting, commissioning, operating, testing, adjusting, handing over in proper working order and upholding for a period of 12 months, all as specified.
- C2.1.1.6 Any additional charges in connection with off-site storage which there may be over and above the prices quoted in the various sections of these schedules of prices shall be set out in detail by the Tenderer.
- C2.1.1.7 The tendered rates and amounts must exclude Value Added Tax (VAT) but must include all levies, other taxes and duties on items to which they apply. Separate provision has been made in the Tender Summary for the purpose of VAT.
- C2.1.1.8 Amounts allowed for contingencies will be spent in part or as a whole at the sole discretion of the Engineer, and with approval of the Employer.
- C2.1.1.9 Schedule of Prices shall be completed and signed in **black ink**. Corrections must be done by deleting; rewriting and initialling next to the amendment.
- C2.1.1.10 Where items are indicated as "Installation only", such items must be collected at the municipal store in Caledon and installed as part of the works.
- C2.1.1.11 The final quantities for each item must be verified by the Contractor before ordering. Any discrepancy between the bill of quantities and the verified quantities must be reported to the Engineer before ordering of such material.
- C2.1.1.12 Theewaterskloof Municipality reserves the right to scale down on the Scope of Work in order for the tender value to initially fit into available budget for 2021/2022. The evaluation of the tender offers will however, as per the guidelines of the CIDB, be based on the full tender amounts.

SIGNATURE.....

DATE.....

**SUPPLY, DELIVERY AND INSTALLATION OF HIGH MAST LIGHTS IN
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C2.2 : BILLS OF QUANTITIES

ITEM NO	DESCRIPTION	UNIT	QTY	PRICE	TOTAL
1.	<u>Fixed Charge and Value Related Items:</u>				
1.1	Project documentation and contractual requirements	Sum	1		
1.2	Occupational Health and Safety Act requirements	Sum	1		
1.3	Operational & Maintenance Manuals	No	1		
1.4	Other fixed charge obligations	Sum	1		
2.	<u>Time Related Items:</u>				
2.1	Construction supervision	mnths	3		
2.2	Overheads during construction	mnths	3		
3.	<u>SUPPLY, DELIVERY AND INSTALLATION al Sums:</u>				
3.1	Additional Electrical Supply Costs	PSum	1	R 1 000.00	R 1 000.00
3.2	Additional Earthing	PSum	1	R 1 000.00	R 1 000.00

C2.2.2 HIGH MASTS INSTALLATION THEEWATERSKLOOF AREA

ITEM NO	DESCRIPTION	UNIT	QTY	PRICE	TOTAL
1.	<u>LV Power Cables:</u>				
	PVC SWA PVC 600/1000V with stranded copper conductors				
1.1	6mm ² 4 Core - Supply	m	120		
1.2	6mm ² 4 Core - Install	m	120		
1.3	6mm ² 4 Core Termination - Supply	No	8		
1.4	6mm ² 4 Core Termination - Install	No	8		
2.	<u>LV Cable Trenching Excavations:</u>				
2.1	Excavation in hard material	m ³	5		
2.2	Excavation in intermediate material	m ³	20		
2.3	Excavation in soft material	m ³	15		
2.4	Backfilling material (only to be used with approval of Engineer)	m ³	5		
2.5	Danger Tape (full width of the ground trench)	m	120		
2.6	Concrete	m ³	2		
3.	<u>Earthing and Bonding:</u>				
3.1	6mm ² BCE - Supply	m	120		
3.2	6mm ² BCE - Install	m	120		
3.3	6mm ² BCE Termination - Supply	No	8		
3.4	6mm ² BCE Termination - Install	No	8		
3.5	35mm ² BCE - Supply	m	25		
3.6	35mm ² BCE - Install	m	25		
3.7	35mm ² BCE Termination - Supply	No	8		
3.8	35mm ² BCE Termination - Install	No	8		
3.9	2m Copperweld Earth Rod - Supply	No	10		
3.10	2m Copperweld Earth Rod - Install	No	10		
3.11	Testing and Commissioning (Per Pole)	Item	4		
4.	<u>High Mast LIGHTS Poles:</u>				
4.1	20m Scissor High Mast Pole Complete - Supply	Item	3		
4.2	20m Scissor High Mast Pole Complete - Install	Item	4		
4.3	20m Scissor High Mast Pole Foundation Complete - Supply	Item	4		
4.4	20m Scissor High Mast Pole Foundation Complete – Install	Item	4		
4.5	Factory Acceptance Testing	Sum	4		
4.6	Testing and Commissioning (Per Pole)	Item	4		
	Total Brought Forward				

ITEM NO	DESCRIPTION	UNIT	QTY	PRICE	TOTAL
5.	<u>High Mast LIGHTSs:</u>				
5.1	216W Omnistar LED similar or equivalent LIGHTS Fittings - Supply	Item	18		
5.2	216W Omnistar LED similar or equivalent LIGHTS Fittings - Install	Item	18		
6.	<u>Electrical Supplies:</u>				
6.1	60A TP Circuit Breaker - Supply	Item	4		
6.2	60A TP Circuit Breaker - Install	Item	4		
6.3	Pole top junction box including fixtures - Supply	Item	4		
6.4	Pole top junction box including fixtures - Install	Item	4		
7.	<u>Civil Works Supplies:</u>				
7.1	Bush clearing/ Tree removal	h	1		
7.2	Reinstating of house boundary fences	h	1		
7.3	110mm Kabelflex ducts - Supply and Install	m	10		
7.4	Sealing of all Kabelflex ducts with expanding foam- Supply and Install	Sum	1		
Total Carried Forward to Summary					

C2.2.3 SUMMARY

ITEM NO	DESCRIPTION	TOTAL
1	C2.2.1. PRELIMINARIES & GENERAL	
2	C2.2.2. HIGH MASTS INSTALLATION	
3	SUBTOTAL	
4	CONTINGENCIES (5% OF ITEM 3)	
5	SUBTOTAL 2 (3+4)	
6	VAT (15%)	
7	TOTAL (5+6)	

SIGNATURE.....

DATE.....

**SUPPLY, DELIVERY AND INSTALLATION OF HIGH MAST LIGHTS IN
THEEWATERSKLOOF MUNICIPAL AREA**

ELEC 06/2021/22

C2.3 : DATA SHEETS

C2.3 DATA SHEETS

No tender for any equipment will be accepted unless the schedules have been completed where applicable. Delivery dates must be considered to determine the completion period of the contract. Missing information must be provided for the specified equipment offered or for any alternative/equivalent which the Tenderer might like to offer. When an alternative/equivalent is offered the comparative prices must be given but, only the cost of the specified items must be transferred to the schedule of quantities.

C2.3.1 LV RETICULATION CABLES

ITEM NO	DESCRIPTION	UNIT	SPECIFIED
1.	Manufacturer		
2.	Voltage rating	V	600/1 000 V
3.	Conductors		Copper
4.	Type		PVC SWA PVC
5.	Marking		SABS
6.	Delivery period		
Additional information		All cables to have a minimum local content of 90% as per the guidelines of National Treasury	

C2.3.2 20m HIGH MASTS LIGHTSS

**** = OR SIMILAR/EQUIVALENT**

ITEM NO	DESCRIPTION	UNIT	SPECIFIED
1.	Manufacturer of LIGHTS fitting		OMNISTAR LED **
2.	Type		216W LED
3.	Manufacturer of pole		
4.	Type		20m MAST
5.	Delivery period		

**SUPPLY, DELIVERY AND INSTALLATION OF HIGH MAST LIGHTS IN
THEEWATERSKLOOF MUNICIPAL AREA**

ELEC 06/2021/22

PART C3 : SCOPE OF WORK

C3.1 Project Specification

- Section 1 : General
- Section 2 : Electrical Construction
- Section 3 : Applicable Standards and Specifications
- Section 4 : Tender Drawings

**SUPPLY, DELIVERY AND INSTALLATION OF HIGH MAST LIGHTS IN
THEEWATERSKLOOF MUNICIPAL AREA**

ELEC 06/2021/22

C3.1 : PROJECT SPECIFICATION

1. **SCOPE OF WORK** _____
2. **NORMATIVE REFERENCES** _____
3. **ELECTRICITY SUPPLIES** _____
4. **DRAWINGS** _____
5. **OPERATION AND MAINTENANCE MANUALS** _____
6. **SPARES AND TOOLS** _____
7. **INSPECTIONS, TESTS AND COMMISSIONING** _____
8. **MATERIALS, FINISHING AND PAINTING OF MATERIALS AND EQUIPMENT** _____
9. **FIXING OF MATERIALS** _____
10. **HIGH MAST POLES** _____
11. **HIGH MAST LIGHTSING** _____
12. **EARTHING** _____
13. **LOW VOLTAGE CABLES** _____
14. **CABLE TRENCHES AND EXCAVATION** _____
15. **VARIATIONS AND ADDITIONAL ITEMS** _____

ELECTRICAL PROJECT SPECIFICATIONS

1. SCOPE OF WORK 20M MAST

The scope of work for the LIGHTS installations in the Theewaterskloof Municipal areas, is for the design, supply, delivery, installation, testing, commissioning and upholding during the maintenance period (as applicable) of the following:

- Extension to Existing LV Supplies;
- High Mast LIGHTSs;
- Control Distribution Boards (inside the mast pole);
- Low Voltage Power Cabling;
- Cable Sleeves/ Ducts and Sealing of the Ducts;
- Ground Cable Trenching (including Danger Tape and Backfilling);
- Earthing System;
- Bush Clearing;
- Reinstatement (Grass, Tar, Paving and Fences) and;
- High Mast Concrete Bases;
- Operation and Maintenance Manuals;

The Technical Data Sheets included with the Tender shall be used as a guideline for the pricing of equipment and these shall be submitted to the Engineer for approval, before commencing work on site.

The Contractor shall ensure that all equipment supplied is compliant with the normative references, below, of the Electrical Project Specification.

Where alternatives are offered, this shall be subject to the approval of the Engineer, and should these not be in accordance with the Normative References listed in the Electrical Project Specification, the Contractor shall supply the recommended fitting at no additional cost.

Repair and maintenance to existing LIGHTSs.(Counterweights)

2. NORMATIVE REFERENCES

The following referenced documents are indispensable for the application of this project specification and contain provisions which, through reference in this text, constitute provisions of this standard. All standards are subject to revision and, since any reference to a standard is deemed to be a reference to the latest edition of that standard, parties to agreements based on this standard shall take the necessary steps to ensure the use of the most recent editions of the standards indicated below:

- NRS 056-3:2014 Service distribution boxes - Meter kiosks and distribution kiosks Part 3: Low-voltage steel meter kiosks for use in underground networks
- NRS057 Code Of Practise For Electricity Metering
- SANS 507/ NRS 034 Guidelines For The Provision Of Electricity Distribution Networks In Residential Areas
- SANS 121:2011 Hot dip galvanized coatings on fabricated iron and steel articles - Specifications and test methods
- SANS 475:2013: Luminaires for interior LIGHTS, street LIGHTS and floodLIGHTS - Performance requirements

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- SANS 1088:2004 Luminaire entries and spigots
- SANS 10142-1:2012 The wiring of premises Part 1: Low-voltage installations
- SANS 10044-1:2004: Welding Part 1: Glossary of terms
- SANS 10064:2011: The preparation of steel surfaces for coating
- SANS 10160-1: 2011: Basis of structural design and actions for buildings and industrial structures
- SANS 10225:2012 The design and construction of LIGHTSIng masts
- SANS 14713-2:2011: Zinc coatings - Guidelines and recommendations for the protection against corrosion of iron and steel in structures Part 2: Hot dip galvanizing
- SANS 15607:2007: Specification and qualification of welding procedures for metallic materials - General rules
- SANS 15609-1:2007: Specification and qualification of welding procedures for metallic materials (Part 1-3 & 5)
- SANS 60598-2 Luminaires Part 2-3: Particular requirements - Luminaires for road and street LIGHTSIng
- SANS 10199 The Design And Installation Of An Earth Electrode
- SANS 10292 Earthing Of Low-Voltage (Lv) Distribution Systems
- SANS 10098 Public LIGHTSIng
- NRS 032 Service Distribution Boxes – Pole Mounted Types For Overhead Single Phase Ac Service Connections At 230V
- SANS 1200 AA General (Small Works)
- SANS 1200 C Site Clearance
- SANS 1200 LC Cable Ducts

3. **ELECTRICITY SUPPLIES**

The high masts LIGHTSs will be supplied from the existing low voltage network. No tie-in positions have been identified and this will only be done during construction. The Contractor shall be responsible for arranging for an application for supply, and shall also be responsible for all work associated with any new supply points such as wayleaves, switching arrangements etc. All work carried out on the supply points shall be in accordance with the requirements of the relevant supply authority.

In addition, the Contractor shall liaise directly with the relevant supply authority regarding obtaining of switching permits and switching on of power/switching in general.

4. **DRAWINGS**

The Contractor shall submit manufacturing drawings to the Engineer for approval for all equipment prior to manufacturing. For all manufacturing drawings the following information shall be shown:

- Project Name and Contract Number;
- Manufacturer/Supplier
- Consulting Engineer and contact person;

C3.4

- Client details;
- Drawing Number and Revision;
- Drawing to be Signed;
- Switchboard General Description;
- Fault level (kA and time rating);
- Switchboard Material type, grade, thickness etc;
- Colour – internal and external;
- Door details - Stiffeners and restrainers installed etc.
- Hinge Details
- Locking Details
- Handle Details
- Cable Entry Details
- All bolts, nuts, screws material type (i.e. 316 Stainless Steel)
- Equipment details – CB ratings, fault levels, type, manufacturer etc
- Equipment Layout details – Cubicle name, function, equipment function etc
- Indication LIGHTS colours
- Section through switchboard

The Contractor shall also submit the following design documents/ drawings as part of the contractual deliverables. All documents and drawing must be approved by the Engineer prior to ordering of any equipment. The following documents and drawings must be submitted within a month after the contract award:

- Cable schedules for all cables for each circuit/ LIGHTS, DB etc.
- Site trenching route that indicates the details of the cables that will be installed in the various sections of the ground trenching.

Electronic record drawings based on surveyed data (using the WGS84 Lo.19 co-ordinate system) of the installation indicating cable routes, poles, ducts, manholes, road crossings and circuit wiring details shall be provided on completion. This contract will be deemed incomplete until the Contractor has handed all these drawings over to the Engineer, for final approval and acceptance.

5. OPERATION AND MAINTENANCE MANUALS

Two copies of the O & M Manual shall be issued to the Engineer prior to commissioning of the Works. Before the Taking-over Certificate is issued, four copies of the final approved version of the O & M Manual shall be issued to the Engineer. These O & M manuals shall have the following information displayed clearly in the cover of the file:

Client Name	Theewaterskloof Municipality
Project Name	Theewaterskloof Municipality High Mast LIGHTS
File Name	Operation and Maintenance Manuals
Contractor Name	T.B.C
Contractor Contact Details	Address, telephone and fax numbers

The manual shall be of a standard acceptable to the Engineer and shall be subject to his approval. At least one (1) manual shall contain originals.

Binders with hard, plastic covers and four-ring spring clip holders shall be used. Binders shall not be over-filled so as to allow use without damage to the contents.

Title labels which include contract number, title, location, Contractor's name as well as the plant or process description together with volume number and contents shall be fixed on the front as well as the spine of the binders.

Manuals shall be in English only, with sections of equipment arranged by labelled dividing separator sheets. Where standard literature is obtained from suppliers or manufactures, this shall be neatly photocopied in A4 size, with the applicable sections clearly marked, omitting duplicate sections in languages other than English.

Comprehensive indexes shall be included, with separate sections (with their own index) where required, as follows:

In addition comprehensive indexes shall be included, with separate sections (with their own index) where required, as follows:

- Details of the electrical equipment supplied including the name and address of the supplier, and descriptive and technical literature, giving performance and service information.
- Full details of control and protection systems including logic sequence charts, logic controller programs, trip settings, etc.
- Circuit diagrams.
- Dimensioned panel layout drawings.
- Cable schedules for power cables. This shall include the cable type, start and finish points, route length, duty load, size, voltage drop, number of cores, number of cores used and gland size.
- Record (as-built) drawings referenced to the above.
- A list of spares, tools and testing equipment supplied under this contract.
- A comprehensive schedule of routine maintenance by time period for the system as installed.
- All completed factory and site test certificates/ commissioning sheets for the works.
- A comprehensive schedule of routine maintenance by time period for the system as installed.

These operation and maintenance manuals are required for the commissioning of the works. The installation shall not be commissioned nor the contract deemed complete without these manuals.

6. SPARES AND TOOLS

At completion of the work, before commissioning, the Contractor shall submit for approval by the Engineer, a full list of the spares he proposes the Municipality must keep.

Where specific spares are recommended by the supplier or manufacturer, these shall be included in full in the list for approval.

Any special tools required to perform routine maintenance on any specific item of equipment shall be provided under this contract and must be included in the supply prices of the specific item.

7. INSPECTIONS, TESTS AND COMMISSIONING

- All items shall be inspected by means of detailed design drawings and equipment schedules that are submitted to the Engineer for approval. No items shall be procured/ ordered prior to the Engineer's approval of the selected equipment and design drawings. If any equipment does not meet the specifications the Contractor shall change the equipment to comply with the specification at no additional cost to the Municipality.
- For all inspections the Contractor shall notify the Engineer in writing at least 2 weeks in advance, when his presence will be required for inspections or witnessing of tests.

C3.6

- All cable trenches shall be inspected by the Engineer's representative prior to cables being laid, and after cables have been laid, prior to backfilling.
- For all equipment being manufactured in South Africa the Engineer and a Municipal representative will attend one factory inspection prior to the equipment being shipped to site. This will include physical inspections and all functional testing distribution boards etc. The Contractor shall bear all travel costs associated with the factory inspections. This shall include all travel costs (return flights for the Engineer from Cape Town & cars etc), accommodation, food etc.

In the event that tests fail, the Contractor will be required to perform such tests again. Should these tests require the Engineer to be present again, the Engineer's cost for time and travel shall be recovered from the Contractor at rates as set out by the South African Engineering Council of South Africa.

- Test and calibration certificates shall be furnished detailing the results of the manufacturer's tests as required. This information shall be bound into the operation and maintenance manuals.
- The Contractor shall handover completed inspection sheets upon notifying the Engineer of his intention to handover the LIGHTS installation, confirming adequate quality control measures have been implemented, to the satisfaction of the Engineer.
- The entire installation shall be site tested by Contractor and witnessed by the Engineer prior to the practical completion certificate being issued.

8. MATERIALS, FINISHING AND PAINTING OF MATERIALS AND EQUIPMENT

8.1 Materials

The following materials shall be used as tabulated below:

Distribution boards	:	2mm mild steel
20m LIGHTS poles	:	4mm hot dipped galvanised steel high tensile strength (450-650 MPa)
Cable supports/ Unistrut	:	Hot dipped galvanised

No cutting and drilling of the galvanised materials shall be on site without the approval of the Engineer. All drilling, cuttings shall be done prior to the galvanising process.

The hinge components of the scissor type high masts shall be manufactured from 316L stainless steel.

8.2 Finishing and Painting

All materials not manufactured from stainless steel shall be hot dip galvanised. All galvanising shall be hot dip zinc galvanised coating done in accordance with SABS 763. The Contractor shall provide test certificates for all galvanised materials supplied.

The hot dip galvanisers shall be permit holders in terms of the SABS Mark Scheme for SABS ISO 1461: 1999.

Where it is required to drill/ cut into galvanised materials or where galvanising might be damaged during installation the exposed steel shall be made good by means of shot blasting the affected area and immediately applying cold galvanising spray.

Where equipment is painted a primer coat of Strontium Chromate Epoxy Primer or approved alternative shall be applied to a minimum dry film thickness (DFT) of 30 µm. A final coat of Epoxy / Polyester powder coating shall be applied by electrostatic spray and baked in accordance with the manufacturer's specification.

This final coat shall be in the colour as specified, with a minimum DFT of 50 µm, but not more than 100 µm.

The suppliers or manufacturers shall furnish paint thickness test certificates for all materials that are epoxy powder coated.

9. FIXING OF MATERIALS

Materials shall be fixed in accordance with Standard Specification E203.

Fixing to structures and concrete shall be effected by stainless steel nuts and bolts or stainless steel threaded rod used in conjunction with an approved chemical anchor.

Where there is a possibility of electro-galvanic reaction (e.g. between stainless steel and galvanising) the Contractor shall make use of suitable insulating washers of rubber, teflon or similar material).

10. HIGH MAST POLES

10.1 General

One (1) new high mast LIGHTSs will be installed each complete with 6 x 216W Omnistar LED FloodLIGHTS luminaires. The masts will be 20 meter mounting height, scissor type, hot dipped galvanized, with space for a control distribution board inside the pole.

It shall be noted that the proposed manufacturer shall have a successful large scale installation history in South Africa and the Contractor shall provide a project CV for at least 5 installations where similar poles have be used. No equipment may be ordered before the Engineer and Client have approved the proposed pole manufacturer in writing.

10.2 Documents to be submitted

The Contractor shall submit the following documents prior to the commencement of the works:

Pole and Support Component Certificates: Signed by manufacturers of poles, certifying that products are designed for indicated load requirements in SANS 10225 and that load imposed by luminaire and attachments has been included in design. The certification shall be based on design calculations by a professional engineer.

Product Test Reports: Based on evaluation of comprehensive tests performed by manufacturer and witnessed by a qualified testing agency.

The stresses and forces produced on the high mast poles during installation (10m and 20m). Design stresses over the length of the masts (20m) under maximum and typical environmental conditions (wind) in the Grabouw and Villiersdorp areas.

The foundation reinforcement and foundation bolt strength calculations.

Detailed drawings of the masts and associated equipment that includes dimensions, weights, installation details etc.

Manufacturer's declaration of conformity.

A detailed erection program for the 20m masts.

10.3 Pole Construction

The LIGHTSsing poles shall be of the scissor type and shall be manufactured from LIGHTS weight high tensile strength galvanized steel.

The 20m poles shall be constructed in two (2) conical sections forming a continuous tapered column. The poles shall be either octagonal or circular in cross-section. The lower portion of the scissor type pole shall be fixed and shall provide a pivot point for the upper rotating section (scissor action).

The bottom half of the mast shall be divided into two fully enclosed half-sections with no unsightly steps or protrusions.

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The baseplate shall be drilled for the foundation bolts and welded to the bottom of the lowest section of the mast with gussets welded between the bolt holes to disperse the high stress concentrations between pole and base plate. All welding shall be in accordance with SABS. X-ray and ultrasonic testing will be required where pole certification cannot be provided and the Contractor shall include for this is the Supply prices for the poles. An inspection and acceptance certificate must be submitted on delivery of the poles.

The hinge (rotating point) shall be located approximately at the mid-point of the pole and must consist of two full length stainless steel sleeves and not a shaft and hinge plates.

The pivoting half of the pole shall be balanced in such a manner that lowering can be done by one person using a using a rope to lower mast. No additional power tools or a winch shall be required for the lower process. Changes in the top load of the pole shall be accommodated by changes in the counterweights at the base of the rotating section of the pole. A short safety chain shall connect the pivoting half with the fixed half to prevent accidental lowering or damage to the trailing cable. The Contractor shall supply a heavy duty Nylon rope per pole as part of the supply price of the pole.

The movable upper section shall be securely bolted to the fixed base by means of an adequately designed vandal proof securing mechanism. Details of this mechanism shall be provided for the Engineer to approve. The Contractor shall supply at least two (2) special tools that will be used for the fastening of the special securing mechanism. This securing mechanism shall also incorporate a brass type padlock of at least 58 mm.

The 20m pole shall be fitted with a suitable frame or cross arm to mount 6 x 216W LED floodLIGHTS luminaires in a symmetrical orientation (360° LIGHTSing). Details of this frame shall be submitted as part of the manufacturing drawings for approval by the Engineer.

The luminaire carriage shall be constructed from galvanised mild steel and shall be provided with all the necessary brackets for mounting of the luminaires, cable terminal boxes etc. The mounting frame of the luminaires must be approved by the luminaire OEM. A written letter from the luminaire OEM must be provided as proof of this approval.

The head frame assembly shall comprise a chassis integral with a sleeve fitting over the mast top which is securely fixed in this position. Guides and stops shall be provided for accurately holding the luminaire bracket in its normal operating position.

The poles shall be designed to withstand wind gusts up to 162 km/h with all equipment attached. Wind deflection will be limited in such way that it will not affect the life time of the lamps and maintenance will still be possible with a maximum wind speed of the applicable average wind speed plus two Beaufort (3.5 m/sec). The design shall be such that wind induced oscillations are naturally damped to the maximum possible extent and adequate allowances must be made in the design to withstand these stresses. Full details of the calculations of the forces, stresses and bending moments over the full length of the mast at maximum wind load shall be submitted as well as the methods of oscillation damping as incorporated in the design. A minimum factor of safety of 2,5 shall be used in the design of the mast.

An opening of adequate dimensions to permit clear access to all equipment shall be provided in the mast at a convenient working height above the base-plate. The opening shall be fitted with a vandal-resistant heavy duty locking device.

10.4 Electrical Connections

The pole shall be fitted with a fully enclosed mild steel distribution board (DB). The distribution board shall be supplied in accordance with the single line diagram on the layout drawings and shall come fully wired in the pole ready for connecting the incoming power cables. The DB shall be of the Form factor 1 and have an ingress protection of at least IP30. The switchgear in the DB shall be by a reputable manufacturer and the Engineer has the right to reject the proposed switchgear if SABS certification cannot be provided. The Contractor shall then provide switchgear of the Client's choice at no additional costs. The circuit breakers shall be accessible through the provided cut-outs without having to remove the covers.

Surge protection will be installed in the distribution boards for all luminaire electrical supplies. Surge protection shall be complaint to IEC 62305 and ANSI C62.41.2.

C3.9

The electrical connection between the distribution board in the base compartment and the luminaire carrier shall be by means of a multi-core heavy duty 7 core trailing cable and a 6 mm² PVC isolated earthing conductor (Green/Yellow).

Cabling in the poles shall be sufficiently supported, considering the length and weight of the cable. Support shall be according to cable manufacturers' data.

An IP65 rated junction box shall be mounted on the luminaire carriage at the top of the pole and all individual luminaire connections shall be taken from this junction box. The junction box shall be provided with suitable neoprene gaskets to seal covers. The junction box shall be manufactured from a UV stabilised material and come complete with the required terminals, end stops, glands etc. A detail of this junction box shall be provided by the Contractor. A test socket shall be mounted at the bottom of the pole. The test socket shall be of the CEE type and rated at least IP44.

The poles shall be fitted with a 12mm (minimum) stainless steel earth stud that is welded to the pole steelwork. The stud shall be located at the bottom (fixed part) of the pole in a accessible position to terminate the incoming earthing conductor.

The pole shall have a suitable sized gland plate for terminating the incoming cable and outgoing cable where applicable. It shall be noted that in certain cases the power supplies will loop in and out of the poles. Please refer to the single line diagrams for details regarding these connections. Where this is required the appropriate switchgear must be allowed for by the Contractor.

The gland plate and DB shall both be bonded to the pole structure by means of 6mm² insulated earth wires.

The poles shall be earthed by means of 35mm² bare copper earth conductors connected from the pole earth stud to 2m copper earth spikes installed into the ground. The earth spikes shall be installed at least 500mm below the finished ground level and shall have concrete cast over the earth spike. The measured earthing resistance must not exceed 3 ohm. The measured values of each pole shall be submitted to the Engineer for review.

All electrical equipment and DB labels shall be by means of engraved screw on labels. No stick-on labels or embossed tape shall be acceptable.

10.5 Pole Foundations

The concrete foundations of the 20m poles shall be designed by the Contractor. Where a standard pole foundation is used from a pole manufacturer the pole manufacturer shall confirm that the foundation is adequate for the conditions as required for this project.

The design of the pole foundations must take into consideration the soil conditions, pole height, wind velocity and the number of luminaires.

The pole shall be secured to the foundation by means of galvanised steel foundation bolts that are cast into the concrete foundation. The pole structure shall be connected to the bolts with three nuts, one spring washers and two washers at each bolt. The mast manufacturer shall supply a bolt positioning template to facilitate in the placement of the bolts during the construction of the foundation. The total number of bolts shall be determined as part of the foundation/ pole assembly design. This detail shall be submitted as part of the final manufacturing drawings. The Contractor shall note the lowering direction of the mast which will be pointed out during construction. This must be taken into consideration when the foundation is planned/ constructed. All reinforcing and foundation bolts shall have a minimum of 100mm concrete cover.

The 28 day curing strength of the concrete shall be 25MPa.

The visible portion of the foundation must project 100 mm above the surrounding ground and not exceed 400 mm beyond the size of the baseplate. The foundation may only be enlarged beyond a depth of 300 mm below finished ground level. After casting the foundation the earth shall be filled in, properly compacted and restored to its previous state. Where house boundary fences (or any other property/ infrastructure) had to be removed in order to install the foundations it shall be re-instated to its previous condition.

The space between the base flange and the plinth top shall be filled with an approved grouting mix, to prevent the ingress of vermin and moisture. Use non-shrink or expanding concrete grout firmly packed to fill space.

Two 110mm Kabelflex ducts shall be installed (with draw wires) into the pole foundation. These ducts shall be used for the installation of the LV power cables into and out of the pole.

The Contractor will produce detailed structural foundation design calculations and drawings by a Professional Engineer (currently registered with ECSA) and hereby confirm that the foundations have been designed in accordance with the specific site conditions and adequate for the mast configurations.

10.6 Installation, Testing and Commissioning

The LIGHTSING poles and associated equipment must be appropriately assembled and erected by specialist Sub-Contractors suitably qualified for the installation of the poles. The Contractor shall provide a detailed project CV of the specialist installation Sub-Contractor that will be installing the poles. A detailed erection plan must be submitted to the Client and Engineer for approval. Notwithstanding the approval of the erection plan the onus shall be on the Contractor to ensure that the poles are correctly installed. Special care must be taken to ensure the poles are not bent/ damaged during the assembly/ erection process.

The Contractor shall examine areas and conditions for compliance with requirements for access routes and clearances, installation tolerances and other conditions affecting the installation. The Contractor must make allowance for all required equipment/ tools/ machinery (such as mobile cranes, trucks etc) as part of the pole installation price. No additional costs for the installations will be approved as the Contractors will have the opportunity to access the installation surroundings at the tender clarification meeting.

The following minimum horizontal distances of poles from surface and underground features unless otherwise detailed.

- Fire Hydrants and Storm Drainage Piping: 1500 mm.
- Water, Gas, Electric, Communication, and Sewer Lines: 3 m.
- Trees: 5 m from tree trunk.
- Security Fencing: 5m

The Tender shall make provision in his rates for the coating of the bolts/screws for cover pole plate with an adequate amount of Denso paste during installation.

Provisional positions have been indicated on the layout drawings but the final positions will be determined on site during construction. The high masts LIGHTSING poles shall be set-out by the Contractor using the WGS84 Lo.19 co-ordinates on the As-Built drawings. The drawings shall be coordinated to indicate the exact position of the poles.

The installation price of the poles shall also include for all the required testing and commissioning of the poles. The pole will be tested mechanically and electrically by the Contractor and all tests will be witnessed by the Engineer. As part of the final hand-over the hoisting mechanism will be demonstrated with a full luminaire carrier.

11. HIGH MAST LIGHTSING

11.1 General

The 20 metre pole shall be fitted with 6 x 216W LED floodLIGHTS fittings to produce 360° LIGHTSING.

It shall be noted that the proposed LIGHTSING manufacturer shall have a successful large scale installation history in South Africa and the Contractor shall provide a project CV for at least 5

installations where similar luminaires have been used. No equipment may be ordered before the Engineer and Client have approved the proposed luminaire in writing.

All luminaires shall bear the SANS 475 performance mark and the SANS 60598-2-5 safety mark. And have a degree of protection that complies with SANS 60598-2-5.

11.2 Documents to be submitted

The Contractor shall submit the following documents prior to the commencement of the works:

1. The Contractor shall carry out the LIGHTS design calculations with the offered LIGHTS fittings to confirm that the coverage is in accordance with the expected project outcomes. This shall include the positioning of the LIGHTSs, the angle settings etc.
2. Qualification Data should be produced for qualified agencies providing photometric data for LIGHTS fixtures. Field quality-control reports and Operational and Maintenance Data should also be included.

Design calculations shall be certified by a qualified professional engineer, including design aspects associated with the high mast poles, such as indicating the strength of screw foundations and soil conditions on which they are based.

For each luminaire, arranged in order of LIGHTS unit designation, include data on features, accessories, finishes and the following:

3. Physical description of luminaire, including materials, dimensions, effective projected area and verification of indicated parameters.

Details of attaching luminaires and accessories.

Details of installation and construction.

Luminaire materials.

Photometric data based on laboratory tests of each luminaire type, complete with indicated lamps and accessories.

Manufacturer Certified Data: Photometric data shall be certified by manufacturer's laboratory or by a qualified independent testing agency.

Lamps, including lifetime, LIGHTS-output (luminous flux in *lumens* [lm]), CCT, CRI, and energy-efficiency data.

Means of attaching luminaires to supports, and indication that attachment is suitable for components involved.

Samples for each type, model and rating of exterior luminaire proposed. Each Sample shall be ready for testing including lamps and all other necessary equipment.

11.3 Luminaires

The luminaires for all LIGHTS poles shall be 216W LED FloodLIGHTS (OMNISTAR) or an approved equivalent. Where other LIGHTS fittings proposed the Contractor shall submit photometric data and a sample of the LIGHTS fitting complete with lamps and all other accessories for the Engineer's approval.

The luminaire shall be suitable for mounting on the 20m floodLIGHTS poles. The floodLIGHTS fixtures shall consist of aluminium or galvanized steel housing, reflector with an anodized surface finish with good reflection for accurate beam control, ozone resistant rubber gasket, front glass, lamp, lamp holder, terminal box, internal wiring and all brackets. The luminaire shall have minimum ingress protection rating of IP65 and shall be suitable for all local weather conditions.

The LIGHTS output of the lamp shall be sufficient for floodLIGHTS purposes. Lamp characteristic shall be as follows:

4. CRI = 20, minimum
CCT = 2000K, minimum

The luminaire carriage shall be constructed from galvanised mild steel and shall be provided with all the necessary brackets for mounting of the luminaires, cable terminal boxes etc. The mounting frame of the luminaires must be approved by the luminaire OEM. A written letter from the luminaire OEM must be provided as proof of this approval.

11.4 Installation, Testing and Commissioning

The LIGHTS fittings shall be installed as part of the pole installation. The Contractor shall take care to ensure that the luminaires are not damaged during installation. The carriage shall be lowered for the Engineer and the Client to inspect the final LIGHTS fitting installation.

The Contractor shall make allowance for angle adjustments of the luminaires based on the actual LIGHTS ing levels.

12. EARTHING

Bare copper conductors shall be installed as earth continuity conductors (ECC) with all LV cables.

The ECC shall be strapped to the power cables and connected to the earth studs in the distribution boxes on the supply side and to the pole stud on the load side.

A third of the armouring conductors (SWA) shall be "twisted" together and lugged to the earth bar (earth stud for street LIGHTS poles) by means of a suitable lug.

For each pole three 2m copper weld earth rods shall be installed at least 500mm below the finished ground level. These earth rods shall be secured in the ground filling the installation hole with concrete.

The Contractor shall test the earthing at each of the poles as part of the completion of the works and provide a reading to the Engineer for approval. The earth test at each pole shall not be more than 3 ohm.

A provisional sum has been allowed in the Bill of Quantities for additional earthing if it should be required.

13. LOW VOLTAGE CABLES

13.1 General

LV cables shall be provided for the street LIGHTS ing as shown on the single line diagrams.

The Specifications of the LV cable shall be in accordance with SANS 1507-2007:

LV Cables

Rating	600/1000 V
Conductors	Copper
Insulation	PVC/PVC
Armouring	Galvanised Steel wire
Serving	PVC
Earthing	SWA of cable + separate BCE

LV power cables shall be provided as indicated on the single-line diagrams. However, should the final site cable routing differs from the Engineer's estimates, then the supply cables shall be sized to suit the new routes/ distances. Allowances shall also be made for the de-rating of cables in accordance with SANS 10142-1.

The Contractor shall produce detailed cable schedules and calculations installation. These cable schedules and calculations shall be submitted to the Engineer for checking and approval. The Contractor shall also produce a final cable routing drawing that needs to be submitted to the Engineer for approval.

13.2 Installation

Excavations and the laying of cables, either directly in the ground or in ducts, shall be in accordance with Municipality SOP.

All cable routes indicated on the Engineer's drawings are provisional and the final routes shall be confirmed with the Engineer on site before cables are installed. Cable lengths given in the Bill of Quantities are provisional and subject to re-measurement on site. Unit prices shall allow for wastage, as only the net length will be measured for payment purposes. The Contractor shall produce a final cable schedule that will be checked and approved by the Engineer prior to the ordering of any cables.

LV cables shall be clearly marked with metal strap cable markers. The Contractor shall propose a final circuit naming convention and issue this proposal to the Engineer and Municipal staff for approval.

At road crossings the cables shall be drawn through cable ducts.

13.3 Measurement and Payment

Prices for cable trench excavations and the laying of cables shall be determined in accordance with pricing schedule.

Prices for the termination of cables shall include for all material required for the termination.

Cable lengths given in the Bill of Quantities are provisional and subject to re-measurement on site. Unit prices shall allow for wastage, as only the net length will be measured for payment purposes. The Contractor shall measure all cable lengths based on the cable routes decided on site, prior to the ordering of any cables.

14. CABLE TRENCHES AND EXCAVATION

Cable trenches shall be as per the cable trench detail drawing. Trench routes are provisional and final routes shall be determined on site.

A minimum distance of 300 mm is required between Electrical, Telkom and Civil services.

A clean trench bottom and soft material backfill is required. Backfill shall be done with fine graded cohesion less sand passing through a 3 mm mesh grid. The trench bottom shall be cleared of all sharp or protruding objects/stones. All sand fill shall be compacted to 100% of Mod AASHTO density in nominal layer thickness of 150 mm. The trench shall include a 100mm x 100mm shuttered concrete section where the cables will be installed in. The rate of the trenching shall include for the supply and installation of the concrete, the shuttering materials etc.

Where cables are drawn into sleeves, they shall be drawn according to the manufacturer's recommendations.

Cable routes shall be so planned that the minimum number of crossovers occurs in the cable trench.

The Contractor shall allow for compaction testing of all cable trenches upon compaction through Troxleir testing, and shall make allowance for this in his excavation rates. All trenches shall be inspected by the Engineer prior to backfilling.

For the purpose of this subcontract, only three classes of material are considered and all excavated material shall be classified according to the following:

Type (as measured) in this document	General Description	Formal Classification to SANS 1200
Soft excavation	Excavation by pick and shovel in soft soil	Soft Excavation
Intermediate excavation	Possible by use of pneumatic tools and equipment	Intermediate excavation: Boulder excavation Class A Boulder excavation Class B
Hard rock excavation	Removal of material by blasting	Hard Rock excavation

It shall be noted that intermediate excavation is anticipated in all areas.

15. VARIATIONS AND ADDITIONAL ITEMS

No additional items or variations to the Contract shall in any way be accepted if not approved in writing by the Engineer and a Municipal representative.

The requirement of any additional items shall be submitted to the Engineer in writing. The request shall include the full description and the cost of the additional items required. Where items will be omitted by a change the Contractor shall ensure that the price submitted includes the omitted item and the added items to illustrate the variable cost of the variation. A template shall be provided by the Engineer for all variations

**SUPPLY, DELIVERY AND INSTALLATION OF HIGH MAST LIGHTS IN
THEEWATERSKLOOF MUNICIPAL AREA**

ELEC 06/2021/22

SECTION 4 : TENDER DRAWINGS

1. **GENERAL**

The following drawings shall form part of the specification. Any discrepancy between specifications and drawing shall be referred to the Engineer for resolution at tender stage.

2. **LIST OF PROJECT DRAWINGS**

Drawing No	Description
01	20M High mast Layout and Detail

C4.0

GOVERNMENT GAZETTE / STAATSKOERANT
AUGSUT 2019

**SUPPLY, DELIVERY AND INSTALLATION OF HIGH MAST LIGHTS IN
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APPENDIX A

CIDB STANDARD CONDITIONS OF TENDER

**SUPPLY, DELIVERY AND INSTALLATION OF HIGH MAST LIGHTS IN
THEEWATERSKLOOF MUNICIPAL AREA****ELEC 06/2021/22****CIDB STANDARD CONDITIONS OF TENDER**

The Standard for Uniformity in Construction Procurement was first published in Board Notice 62 of 2004 in Government Gazette No 26427 of 9 June 2004. It was subsequently amended in Board Notice 67 of 2005 in Government Gazette No 27831 of 22 July 2005, Board Notice 99 of 2005 in Government Gazette No 28127 of 14 October 2005, Board Notice 93 of 2006 in Government Gazette No 29138 of 18 August 2006, Board Notice 9 of 2008 in Government Gazette No 30692, of 1 February 2008, Board Notice 11 of 2009 in Government Gazette No 31823, of 30 January 2009, Board Notice No 86 of 2010 in Government Gazette No 33239 of 28 May 2010 and Board Notice No 136 of 2015 in Government Gazette No 38960 of 10 July 2015 .

This August 2019 edition incorporates the amendments made in Board Notice No 423 of 2019, published in Government Gazette no. 42622 of 8 August 2019.

C.1 General**C.1.1 Actions**

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

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

Note:

- 1) *A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.*
- 2) *Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.*

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

C.1.2 Tender Documents

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

C.1.3 Interpretation

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

C.1.3.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

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

- a) **conflict of interest** means any situation in which:
- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
 - ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

C.1.4 Communication and employer's agent

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

C.1.5 Cancellation and Re-Invitation of Tenders

C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if-

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

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

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

C.1.6 Procurement procedures

C.1.6.1 General

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

C.1.6.2 Competitive negotiation procedure

C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

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

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

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

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

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

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

C.1.6.3.2 Option 2

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

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

C.2 Tenderer's obligations**C.2.1 Eligibility**

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

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

C.2.2 Cost of tendering

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

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

C.2.3 Check documents

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

C.2.4 Confidentiality and copyright of documents

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

C.2.5 Reference documents

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

C.2.6 Acknowledge addenda

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

C.2.7 Clarification meeting

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

C.2.8 Seek clarification

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

C.2.9 Insurance

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

C.2.10 Pricing the tender offer

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

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

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

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

C.2.11 Alterations to documents

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

C.2.12 Alternative tender offers

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

C.2.12.2 Accept that an alternative tender offer must be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

C.2.13 Submitting a tender offer

C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

- C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
- C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- C.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- C.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
- C.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

C.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

C.2.15 Closing time

- C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.
- C.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

C.2.16 Tender offer validity

- C.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
- C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.
- C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

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

C.2.17 Clarification of tender offer after submission

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

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

C.2.18 Provide other material

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

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

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

C.2.19 Inspections, tests and analysis

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

C.2.20 Submit securities, bonds and policies

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

C.2.21 Check final draft

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

C.2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within twenty-eight (28) days after the expiry of the validity period stated in the tender data.

C.2.23 Certificates

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

C.3 The employer's undertakings**C.3.1 Respond to requests from the tenderer**

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

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

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

C.3.2 Issue Addenda

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

C.3.3 Return late tender offers

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

C.3.4 Opening of tender submissions

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

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.

C.3.4.3 Make available the record outlined in C.3.4.2 to all interested persons upon request.

C.3.5 Two-envelope system

C.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

C.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

C.3.6 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

C.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

C.3.8 Test for responsiveness

C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

C.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

C.3.9 Arithmetical errors, omissions and discrepancies

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

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

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or

- c) arithmetic errors in:
- (i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - (ii) the summation of the prices.

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

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

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

C.3.10 Clarification of a tender offer

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

C.3.11 Evaluation of tender offers

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

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

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

The activities associated with evaluating tender offers are as follows:

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers

- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

C.3.11.1 General

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

C.3.12 Insurance provided by the employer

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

C.3.13 Acceptance of tender offer

Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- c) has the legal capacity to enter into the contract;
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
- e) complies with the legal requirements, if any, stated in the tender data; and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

C.3.14 Prepare contract documents

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

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

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

C.3.15 Complete adjudicator's contract

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

C.3.16 Registration of the award

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

C.3.17 Provide copies of the contracts

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

C.3.18 Provide written reasons for actions taken

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

Annex G
(normative)

Alpha-numeric associated with the Contractor Grading Designations

Table G1: Contractor grading designations and associated parameters

Contractor Grading Designation	Tender Value Range designation	Maximum value of contract that a contractor is considered capable of performing (R)
1(class of construction works)	1	500 000
2(class of construction works)	2	1 000 000
3(class of construction works)	3	3 000 000
4(class of construction works)	4	6 000 000
5(class of construction works)	5	10 000 000
6(class of construction works)	6	20 000 000
7(class of construction works)	7	60 000 000
8(class of construction works)	8	200 000 000
9(class of construction works)	9	No limit

C5.0

**SUPPLY, DELIVERY AND INSTALLATION OF HIGH MAST LIGHTS IN
THEEWATERSKLOOF MUNICIPAL AREA**

ELEC 06/2021/22

APPENDIX B

HEALTH AND SAFETY SPECIFICATION

Project Health and Safety Specification

In terms of Construction Regulations 2014

Client

THEEWATERSKLOOF MUNICIPALITY

Description of Project Works

**INSTALLATION OF HIGH MAST LIGHTSING IN THE
THEEWATERSKLOOF MUNICIPAL AREA**

Project Location

CALEDON

Date

NOVEMBER 2021

Project Health and Safety Specification developed by:

Theewaterskloof Municipality

Tel: 028 - 2143300

Fax: 086 2183338

Email: mariusre@twk.org.za

PROJECT HEALTH AND SAFETY SPECIFICATION

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1.0 SPECIFIC PROJECT INFORMATION

1. 1 INTRODUCTION AND DEFINITIONS

PLEASE NOTE THAT THE REQUIREMENTS OF THE NEW CONSTRUCTION REGULATIONS 2014 HAVE BEEN IN EFFECT SINCE 7TH AUGUST 2014. THE NEW REGULATIONS PLACE ADDITIONAL LEGAL DUTIES UPON PRINCIPAL CONTRACTORS AND CONTRACTORS. ALTHOUGH THIS HEALTH AND SAFETY SPECIFICATION INCLUDES MUCH OF THE CONTENT OF THESE NEW REQUIREMENTS, THE CONTRACTOR WILL BE DEEMED TO BE FAMILIAR WITH THE REQUIREMENTS OF THESE REGULATIONS, AND TO HAVE FACTORED IN ALL THE DUTIES PLACED UPON CONTRACTORS AND PRINCIPAL CONTRACTORS IN THE TENDER. A COPY OF THE REGULATIONS CAN BE VIEWED ON THE DEPARTMENT OF LABOUR'S WEBSITE.

This Health and Safety Specification contains clauses that are generally applicable to construction activities, as well as imposing pro-active controls associated with activities that impact on Health and Safety as it relates to plant and machinery. Compliance to the requirements of the Occupational Health and Safety Act 1993 is in addition to the requirements of this Health and Safety Specification and is part of the Contractor's responsibility. The Client will monitor that the Contractors comply with the requirements of such legislation.

Definitions (as per the Construction Regulations 2014) applicable to this Health and Safety Specification:

"**agent**" means a competent person who acts as a representative for a client;

"**angle of repose**" means the steepest angle of a surface at which a mass of loose or fragmented material will remain stationary in a pile on the surface, rather than sliding or crumbling away;

"**bulk mixing plant**" means machinery, appliances or other similar devices that are assembled in such a manner so as to be able to mix materials in bulk for the purposes of using the mixed product for construction work;

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

"**competent person**" means a person who has, in respect of the work or task to be performed, the required knowledge, training and experience and, where applicable, qualifications, specific to that work or task: Provided that where appropriate qualifications and training are registered in terms of the provisions of the National Qualification Framework Act, 2000 (Act No.67 of 2000), those qualifications and that training must be regarded as the required qualifications and training; and is familiar with the Act and with the applicable regulations made under the Act;

"**construction manager**" means a competent person responsible for the management of the physical construction processes and the coordination, administration and management of resources on a construction site;

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

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

"**construction vehicle**" means a vehicle used as a means of conveyance for transporting persons or material, or persons and material, on and off the construction site for the purposes of performing construction work;

"**construction work**" means any work in connection with-

- the construction, erection, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure; or

- the construction, erection, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system; or the moving of earth, clearing of land, the making of excavation, piling, or any similar civil engineering structure or type of work ;

"**construction work permit**" means a document issued in terms of regulation 3;

"**contractor**" means an employer who performs construction work;

"**demolition work**" means a method to dismantle, wreck, break, pull down or knock down of a structure or part thereof by way of manual labour, machinery, or the use of explosives;

"**design**" in relation to any structure, includes drawings, calculations, design details and specifications ;

"**designer**" means a competent person who-

- prepares a design;
- checks and approves a design;
- arranges for a person at work under his or her control to prepare a design, including an employee of that person where he or she is the employer; or
- designs temporary work, including its components;
- an architect or engineer contributing to, or having overall responsibility for a design;
- a building services engineer designing details for fixed plant;
- a surveyor specifying articles or drawing up specifications;
- a contractor carrying out design work as part of a design and building project; or
- an interior designer, shop-fitter or landscape architect;

"**excavation work**" means the making of any man-made cavity, trench, pit or depression formed by cutting, digging or scooping;

"**explosive actuated fastening device**" means a tool that is activated by an explosive charge and that is used for driving bolts, nails and similar objects for the purpose of providing fixing;

"**fall arrest equipment**" means equipment used to arrest a person in a fall, including personal equipment, a body harness, lanyards, deceleration devices, lifelines or similar equipment;

"**fall prevention equipment**" means equipment used to prevent persons from falling from a fall risk position, including personal equipment, a body harness, lanyards, lifelines or physical equipment such as guard-rails, screens, barricades, anchorages or similar equipment;

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

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

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

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

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

"**health and safety specification**" means a site, activity or project specific document prepared by the client pertaining to all health and safety requirements related to construction work;

"material hoist" means a hoist used to lower or raise material and equipment, excluding passengers;

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

"mobile plant" means any machinery, appliance or other similar device that is able to move independently, and is used for the purpose of performing construction work on a construction site;

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

"person day" means one normal working shift of carrying out construction work by a person on a construction site;

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

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

"Professional Technologist" means a person holding registration as a Professional Engineering Technologist in terms of the Engineering Profession Act, 2000;

"provincial director" means the provincial director as defined in regulation 1 of the General Administrative Regulations, 2003;

"scaffold" means a temporary elevated platform and supporting structure used for providing access to and supporting workmen or materials or both;

"shoring" means a system used to support the sides of an excavation and which is intended to prevent the cave-in or the collapse of the sides of an excavation;

"structure" means-

- any building, steel or reinforced concrete structure (not being a building), railway line or siding, bridge, waterworks, reservoir, pipe or pipeline, cable, sewer, sewage works, fixed vessels, road, drainage works, earthworks, dam, wall, mast, tower, tower crane, bulk mixing plant, pylon, surface and underground tanks, earth retaining structure or any structure designed to preserve or alter any natural feature, and any other similar structure;
- any false work, scaffold or other structure designed or used to provide support or means of access during construction work; or
- any fixed plant in respect of construction work which includes installation, commissioning, decommissioning or dismantling and where any construction work involves a risk of a person falling;

"suspended platform" means a working platform suspended from supports by means of one or more separate ropes from each support ;

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

"the Act" means the Occupational Health and Safety Act , 1993 (Act No. 85 of 1993);

"tunneling" means the construction of any tunnel beneath the natural surface of the earth for a purpose other than the searching for or winning of a mineral.

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

Tender document scope of works Drawings
--

IMPORTANT NOTE:

This Health and Safety Specification has been prepared to comply with the requirements of the Construction Regulations 2014.

1.2 BACKGROUND TO THE HEALTH AND SAFETY SPECIFICATION
--

Historically, the Construction Industry has had a poor health and safety record. Due to the complex and potentially dangerous operations being undertaken, there is a high risk of incidents, accidents and injuries. In many instances poor adherence to the Act and Regulations has resulted in severe consequences for Health and Safety performance. The Client is determined that the highest Health and Safety standards will prevail throughout the Contract and that there will be full commitment from all parties involved.

To achieve this goal the Client has prepared this Health and Safety Specification. The Health and Safety Specification sets out guidelines and minimum levels of awareness and guidance for Health and Safety requirements for the project. Contractual responsibility for adhering to these requirements rests with the Contractors. All employees are encouraged to be pro-active in compliance.

The Client is committed to ensuring the highest Health and Safety standards for all work undertaken within the Contract.

<p>Contractors as employers are fully responsible and accountable for compliance with all Health and Safety requirements.</p>
--

IMPORTANT NOTE:

Compliance with the Occupational Health and Safety Act and Regulations shall not be limited to this Health and Safety Specification and definitions contained in this document.

Contractors shall be conversant with the requirements and effects of Health and Safety legislation upon their activities, in particular the Construction Regulations, 2014, and the Occupational Health and Safety Act, 1993, and to have made adequate resource in their tender submission to comply with all legislative requirements.

The Contractor's personnel will be responsible for the auditing of the implementation of the Health and Safety Specification and maintaining the document control and record systems associated with the Health and Safety Specification. The Client will conduct Health and Safety audits of the works too.

1.3 PURPOSE OF THE HEALTH AND SAFETY SPECIFICATION

The purpose of this site specific Health and Safety Specification is to comply with legal requirements and to provide health and safety information about specific project risks known by the Client, Designer and Client Agent to be applicable to this project. This document also provides minimum health and safety requirements, standards and expectations that the principal contractor and contractors must adhere to.

The Contractor must take into account all information in this specification and ensure that their tenders include adequate resource and competence to deal with the matters detailed herein so that all relevant contents are dealt with in a way which is in compliance with legislation and the ethical concerns for the safeguarding of employees, contractors and other persons affected by the construction activities.

The Health and Safety Specification will be implemented during construction of the works and any construction activity that the Client has control over.

This will also assist in ensuring that all the costs related to the compliance with Occupational Health Act 85 of 1993 and the Construction Regulations 2014, as well as this Health and Safety Specification, are taken into consideration at Tender stage.

No advice, approval of any document required by the Health and Safety Specification such as hazard identification and risk assessment action plans or any other form shall be construed as an acceptance by the Client of any obligation that absolves the Contractor from achieving the required level of performance and compliance with legal requirements.

Further, there is no acceptance of liability by the Client which may result from the Contractor failing to comply with the Health and Safety Specification unless the Client has issued an instruction to any requirement, i.e. the Contractor remains responsible for achieving the required performance levels.

1.4 IMPLEMENTATION OF THE HEALTH AND SAFETY SPECIFICATION

This Health and Safety Specification forms an integral part of the Contract, and Contractors shall make it an integral part of their Contracts with Sub Contractors and Suppliers. Contractors employed by the Client are to ensure that the provisions of the Health and Safety Specification are applied both on the site and in respect of all off site activities relating to the project, in particular in transport activities and project dedicated off site fabrication works.

The Contractor shall enforce the provisions of the Health and Safety Specification amongst all sub contractors and suppliers for the project.

The Contractor shall sign the acknowledgment on the last page of this safety specification that he/she has familiarized him/herself with the content of the Health and Safety Specification and shall comply with all obligations in respect thereof.

The successful Contractor will be required to compile a Health and Safety Plan based on the requirements of the Occupational Health Act 85 of 1993 and these Specifications, which will need to be approved by Client prior to commencement with construction work.

1.4.1 Client Duties

In terms of the Construction Regulations 2014 the Client (or their Agent, where appointed) has legal duties. Where an Agent (refer to “definitions” section of this document) is appointed in terms of this project, these Health and Safety duties assigned will also apply.

All references to “Client” will apply to their appointed “Client Agent”, where so appointed, in this Health and Safety Specification.

The Client must:

- Prepare a baseline risk assessment for the construction work
- Prepare a suitable, sufficiently documented and coherent site specific Health and Safety specification for the intended construction work, based on the baseline risk assessment
- Include the health and safety specification in the tender documents
- Ensure that potential principal contractors submitting tenders have made adequate provision for the cost of health and safety measures
- Ensure that the principal contractor to be appointed has the necessary competencies and resources to carry out the construction work safely
- Take reasonable steps to ensure co-operation between all contractors appointed by the client to enable each of those contractors to comply with the regulations
- Ensure, before work commences, that every principal contractor is registered and in good standing with the compensation fund, or with a licensed compensation insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act, 1993 (Act no 130 of 1993)
- Appoint each principal contractor in writing for the project, or part thereof
- Discuss and negotiate with the principal contractor the contents of the principal contractor’s safety plan and thereafter finally approve that plan for implementation
- Ensure that a copy of the principal contractor’s health and safety plan is implemented and maintained
- Ensure that periodic health and safety audits and document verification are conducted at intervals mutually agreed upon between the principal contractor and any contractor, but at least once every 30 days
- Ensure that a copy of the health and safety audit report is provided to the principal contractor within 7 days after the audit
- Stop any contractor from executing a construction activity which poses a threat to the health and safety of persons which is not in accordance with the principal contractor’s health and safety plan for site
- Where changes are brought about to the design or construction work, make sufficient health and safety information and appropriate resources available to the principal contractor to execute the work safely
- Ensure that the health and safety file is kept and maintained by the principal contractor.
- Where the client requires additional work to be performed as a result of a design change or error in construction due to the actions of the client, the client must ensure that sufficient safety information and appropriate additional resources are available to execute the required work safely.
- Where more than one principal contractor is appointed, the client must take reasonable steps to ensure co-operation between all principal contractors and contractors to ensure compliance with the Regulations
- Where the Client has appointed a Client Agent for the project, their details for this project are contained in the Project Directory section of this health and safety specification.

1.4.2 Designer Duties

It must be noted that the Designer also has Health and Safety duties assigned in terms of the Construction Regulations. Where the contractor fulfils a design function in terms of this project (refer to “definitions” section of this document), these duties will also apply. Please refer to Regulation 6 of the Construction Regulations 2014.

Please note that the designer of temporary works must ensure that:

- all temporary works are adequately designed so that it will be capable of supporting all anticipated vertical and lateral loads that may be applied;
- the designs of temporary works are done with close reference to the structural design drawings issued by the contractor, and in the event of any uncertainty consult the contractor;
- all drawings and calculations pertaining to the design of temporary works are kept at the office of the temporary works designer and are made available on request by an inspector; and
- the loads caused by the temporary works and any imposed loads are clearly indicated in the design.

1.5 PROJECT DIRECTORY		
Project Client	Theewaterskloof Municipality	Tel: 028 214 3300
Contact Person	Marius Redelinghuys	e-mail: mariusre@twk.co.za
Construction Safety Agent	Theewaterskloof Municipality	Tel: 028 214 3300
Contact Person	Andiswa Madyosi	e-mail: andiswama@twk.co.za
Project Manager	Theewaterskloof Municipality	Tel: 028 214 3300
Contact Person	Marius Redelinghuys	e-mail: mariusre@twk.co.za

OTHER PARTIES DIRECTORY	
Department of Labour for submission of Annexure 2: Notification of Construction Work WESTERN CAPE – Fezeka Ngalo	Tel: 021 441 8158 Email: fezeka.ngalo@labour.gov.za Mobile: 083 365 0681
Department of Labour Worcester 90A Durban Street	Tel: 023 346 5200 Fax: 023 342 7507

Worcester 6850	
Telecommunications Company: Telkom, Fault reporting and Repairs Centre	Tel: 10211
Water Company: Theewaterskloof Municipality	Tel: 028 214 3365
Electricity Company: Theewaterskloof Municipality	Tel: 028 214 3365

1.6 PROJECT DETAILS

Description of Works

Installation of High Masts LIGHTSning that will involve the following: Three high mast LIGHTS will be installed in Caledon , hot dipped galvanised with space for control distribution board inside Extension to Existing LV Supplies;

- High Mast LIGHTSs;
- Control Distribution Boards (inside the mast pole);
- Low Voltage Power Cabling;
- Cable Sleeves/ Ducts and Sealing of the Ducts;
- Ground Cable Trenching (including Danger Tape and Backfilling);
- Earthing System;
- Bush Clearing;
- Reinstatement (Grass, Tar, Paving and Fences) and;
- High Mast Concrete Bases;
- Operation and Maintenance Manuals

Anticipated Construction Duration

3 Months

Provisional Start Date

February 2022

Completion Date

June 2022

1.7 EXISTING ENVIRONMENT

Hazards particular to this project by virtue of location:

Electrical works and connecting to existing electrical lines.

Overhead, Above Ground and Underground Services crossing the site:

Overhead: Yes

Underground:	Electrical
Ground level:	Electrical
Service Drawings available:	Yes
Wayleaves required:	When required
Permits required:	Yes
Isolations required:	No
Existing structures and surrounding land use (with a significant impact on Health & Safety):	
No physical structures in the working area as most working areas are open areas with brush.	
Existing ground conditions and ground survey report:	
Good conditions have been noted.	
Existing Traffic Systems	
Condition: Good conditioned tarred roads to the designated areas.	
Restrictions to access: No restrictions at this moment in time.	
Speed restrictions: Rural speed restrictions are required 40 KM/H	

1.8 AVAILABLE DRAWINGS

Refer to tender documentation.

1.9 PROJECT HEALTH AND SAFETY REQUIREMENTS

Construction hazards expected are as follows:

Brush cutting
 Compacting and Filling
 Compactor Operations
 Concrete Pumping
 Cutting Off Disc
 Electric Tools and Electrical Installations
 Excavations
 Fire
 Flammable Liquids / Gas
 Hand tools
 Hazardous Substances
 Hot Works
 Lifting Operations
 Manual Handling of General Items

Members of Public
 Noise and Dust
 Overhead Services (Working near)
 Plant/Vehicle and Equipment Operation
 Site Strip
 Snakes
 Steel Erection
 Steel Fixing
 Street LIGHTS
 Temporary Work (include False Work, Scaffold and Shoring)
 Tower Crane Erection and Dismantling
 Underground Services
 Working at Height (excluding scaffold)

NOTE: Please refer to end of this Health and Safety Specification for the baseline risk assessment for these risks.

ACTIVITIES REQUIRING APPROVED METHOD STATEMENTS (FOR HEALTH AND SAFETY)

Members of the public
 Hot works
 Lifting Operations
 Working at Heights

ACTIVITIES REQUIRING PERMITS (FOR HEALTH AND SAFETY PURPOSES)

Permit to Dig:	No
Permit to Enter Excavations:	Yes
Permit to Work with Electricity:	Yes
Confined Space Permit:	No
Hot Works Permit:	Yes
Permit to Work under Power Lines:	Yes
Blasting:	No
Temporary Works:	When required

CONTRACTOR SAFETY OFFICER PROVISION

Records of safety audits undertaken by the Contractor's Safety Officer must be kept on site in the safety file and non-conformances reported by the Safety Officer to the Contractor's management team. All non-conformances identified by the Safety Officer must be investigated and corrective action taken by the Contractor to prevent re-occurrence.

Please note that as from 7th August 2015 the safety officer must have formally applied to be professionally registered with the SACPCMP. If their registration is not yet complete, the safety officer

- Toilets: }
- }
- Washing facilities: }
- }
- Drinking Water: } Contractor to provide as per Regulations
- }
- Shelter: }
- }
- Showers: }

PROTECTION OF SITE AGAINST UNAUTHORISED ACCESS BY PUBLIC

Excavation Fencing: Note that excavations accessible to public, or adjacent to public roads / thoroughfares, must have (1) barrier / fence of at least 1m in height, and (2) warning illuminates at night or when visibility is poor, or have other suitable precautionary measures if of both these are not practicable.

General Fencing of Site: Note that some construction site locations will be built up in areas adjacent to public. When this occurs the site must be fenced off and have controlled access points.

Warning Notices: When working in Public area the relevant signs must be in place.

PERSONAL PROTECTIVE EQUIPMENT (PPE)

The Client requires the Contractor to ensure that employees (and others under his/her control) wear the following minimum PPE:

Overalls:	Yes
Safety Harnesses:	Yes
Hard Hats:	Yes
Reflective Vests:	Yes
Goggles / gloves / ear defenders / respiratory protection:	Yes
Safety Footwear:	Yes
Specialist Equipment (e.g. for confined Spaces):	Welding tasks

HAZARDOUS SUBSTANCES

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

- Diesel
- Petrol

1.10 INTERFACE AND RESTRICTIONS BY CLIENT
Contractor must note that the following Client activities will continue during construction:
No relevant works are scheduled during the construction phase.
The following Client safety rules and/or requirements are to be observed:
All workers are to receive induction prior to commencement of work on site. Other safety rules and requirements to be advised at induction. Please also refer to tender document.
Restrictions on times, access or other restrictions by Client
Mondays to Fridays – 07:45 – 16:45
Saturdays ,Sundays and Public holidays no work will take place.

1.11 SAFETY FILE RETURN TO CLIENT
The Safety File for the Project is to be handed over by the Principal Contractor to the Client upon Project Completion in either a hard copy format or on CD.

2.0 FURTHER REQUIREMENTS

2.1 Duties of Principal Contractor / Contractor in terms of Construction Regulations 2014

A 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 specifications, which plan must be applied from the date of commencement of and for the duration of the construction work and which must be reviewed and updated by the principal contractor as work progresses;
- open and keep on site a health and safety file, which must include all documentation required in terms of the Act and these Regulations, which must be made available on request to an inspector, the client, the client's agent or a contractor; and
- on appointing any other contractor, in order to ensure compliance with the provisions of the Act –
 - provide contractors who are tendering to perform construction work for the principal contractor, with the relevant sections of the health and safety specifications pertaining to the construction work which has to be performed;
 - ensure that potential contractors submitting tenders have made sufficient provision for health and safety measures during the construction process;
 - ensure that no contractor is appointed to perform construction work unless the principal contractor is reasonably satisfied that the contractor that he or she intends to appoint, has the necessary competencies and resources to perform the construction work safely;
 - ensure prior to work commencing on the site that every contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act, 1993;
 - appoint each contractor in writing for the part of the project on the construction site

- take reasonable steps to ensure that each contractor's health and safety plan is implemented and maintained on the construction site;
- ensure that the periodic site audits and document verification are conducted at intervals mutually agreed upon between the principal contractor and any contractor, but at least once every 30 days;
- stop any contractor from executing construction work which is not in accordance with the client's health and safety specifications and the principal contractor's health and safety plan for the site or which poses a threat to the health and safety of persons;
- where changes are brought about to the design and construction, make available sufficient health and safety information and appropriate resources to the contractor to execute the work safely;
- discuss and negotiate with the contractor the contents of their health and safety plan and finally approve that plan for implementation;
- ensure that a copy of both the principal contractor and contractor's health and safety plan is available on request to an employee, an inspector, a contractor, the client or the client's agent;
- hand over a consolidated health and safety file to the client upon completion of the construction work, to include a record of all drawings, designs, materials used and other similar information concerning the completed structure;
- in addition to the documentation required in the health and safety file include and make available a comprehensive and updated list of all the contractors on site accountable to the principal contractor, the agreements between the parties and the type of work being done;
- ensure that all his or her employees have a valid medical certificate of fitness specific to the construction work to be performed and issued by an occupational health practitioner in the form of Annexure 3.

A contractor must prior to performing any construction work-

- provide and demonstrate to the principal contractor a suitable and sufficiently documented health and safety plan, based on the relevant sections of the client's health and safety specification and provided by the principal contractor, which plan must be applied from the date of commencement of and for the duration of the construction work and which must be reviewed and updated by the contractor as work progresses;
- open and keep on site a health and safety file, which must include all documentation required in terms of the Act and these Regulations, and which must be made available on request to an inspector, the client, the client's agent or the principal contractor;
- before appointing another contractor to perform construction work be reasonably satisfied that the contractor that he or she intends to appoint has the necessary competencies and resources to perform the construction work safely;
- co-operate with the principal contractor as far as is necessary to enable each of them to comply with the provisions of the Act;
- as far as is reasonably practicable, promptly provide the principal contractor with any information which might affect the health and safety of any person at work carrying out construction work on the site, any person who might be affected by the work of such a person at work, or which might justify a review of the health and safety plan.

Where a contractor appoints another contractor to perform construction work, the duties that apply to the principal contractor will apply to the contractor as if he or she were the principal contractor.

A principal contractor must take reasonable steps to ensure co-operation between all contractors appointed by the principal contractor to enable each of those contractors to comply with these Regulations.

No contractor may allow or permit any employee or person to enter any site, unless that employee or person has undergone health and safety induction training pertaining to the hazards prevalent on the site at the time of entry.

A contractor must ensure that all visitors to a construction site undergo health and safety induction pertaining to the hazards prevalent on the site and must ensure that such visitors have the necessary personal protective equipment.

A contractor must at all times keep on his or her construction site records of the health and safety induction training and such records must be made available on request to an inspector, the client, the client's agent or the principal contractor.

A contractor must ensure that all his or her employees have a valid medical certificate of fitness specific to the construction work to be performed and issued by an occupational health practitioner in the form of Annexure 3 (a template of which can be found in the Construction Regulations, 2014).

2.2 Management and Supervision of Construction Work

A principal contractor must, in writing, appoint one full-time competent person as the construction manager with the duty of managing all the construction work on a single site, including the duty of ensuring occupational health and safety compliance, and in the absence of the construction manager an alternate must be appointed by the principal contractor.

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

Where the construction manager has not appointed assistant construction managers, or, in the opinion of an inspector, a sufficient number of such assistant construction managers have not been appointed, that inspector must direct the construction manager in writing to appoint the number of assistant construction managers indicated by the inspector, and those assistant construction managers must be regarded as having been appointed.

No construction manager appointed in terms of the Regulations may manage any construction work on or in any construction site other than the site in respect of which he or she has been appointed.

A contractor must, after consultation with the client and having considered the size of the project, the degree of danger likely to be encountered or the accumulation of hazards or risks on the site, appoint a full-time or part-time construction health and safety officer in writing to assist in the control of all health and safety related aspects on the site: Provided that, where the question arises as to whether a construction health and safety officer is necessary, the decision of an inspector is decisive.

No contractor may appoint a construction health and safety officer to assist in the control of health and safety related aspects on the site unless he or she is reasonably satisfied that the construction health and safety officer that he or she intends to appoint is registered with a statutory body approved by the Chief Inspector and has necessary competencies and resources to assist the contractor

A construction manager must in writing appoint construction supervisors responsible for construction activities and ensuring occupational health and safety compliance on the construction site.

A contractor must, upon having considered the size of the project, in writing appoint one or more competent employees for different sections thereof to assist the construction supervisor, and every such employee has, to the extent clearly defined by the contractor in the letter of appointment, the same duties as the construction supervisor: Provided that the designation of such employee does not relieve the construction supervisor of any personal accountability for failing in his or her supervisory duties.

Where the contractor has not appointed such an employee, or, in the opinion of an inspector, a sufficient number of such employees have not been appointed, that inspector must instruct the employer to appoint the number of employees indicated by the inspector.

No construction supervisor appointed may supervise any construction work on or in any construction site other than the site in respect of which he or she has been appointed: Provided that if a sufficient number of competent employees have been appropriately designated on all the relevant construction sites, the appointed construction supervisor may supervise more than one site.

2.3 Notification of Intention to Commence Construction Work

The Contractor shall notify the Provincial Director of the Department of Labour of the intention to commence construction work at least 7 days prior to the works commencing if the intended construction work will:

- Include excavation work
- Include work at height where there is a risk of falling
- Include the demolition of a structure, or
- Include the use of explosives to perform construction work.

If the construction work involves construction of a single storey dwelling for a client, and such client will be residing in such dwelling upon completion, the contractor must also notify the Provincial Director of the Department of Labour at least 7 days before the works commence.

This must be done on a form similar to an Annexure 2 (template of which can be found in the Construction Regulations, 2014). A copy of the notification letter to the Provincial Director shall be forwarded to the Client for record purposes.

2.4 Construction Work Permit

It must be noted that as from 2015 all projects that meet the following criteria will require a construction work permit to be applied for at least 30 days prior to the work being carried out:

- Exceeds 180 days
- Will involve more than 1800 person days of construction work
- Works contract is of a value equal to or exceeding thirteen million rand, or Construction Industry Grading Board (CIDB) grading level 6

It is the client's responsibility to apply for this permit from the Provincial Director and construction work may not commence until the permit has been issued by the Provincial Director.

A copy of this permit will be required to be kept in the principal contractors safety file, and the site specific number issued by the Provincial Director must be displayed at the site entrance.

2.5 Assignment of Contractor's Responsible Persons to Manage Health and Safety on Site

The Contractor shall submit management and supervisory appointments as well as any relevant appointments in writing (as stipulated by the Construction Regulations 2014 and the Occupational Safety and Health Act 1993), prior to commencement of work (refer to Annexure B at the end of this Health and Safety Specification).

2.6 Competency for Contractor's Responsible Persons

The Contractor's responsible persons shall be competent in health and safety and be familiar with the Occupational Health and Safety Act 1993, and applicable regulations. Valid proof of pertinent health and safety courses attended by such persons will be required to be presented to the Client.

2.7 Compensation of Occupational Injuries and Diseases Act 130 of 1993 (COIDA)

The successful Contractor shall submit to the Client a valid letter of good standing with the Compensation Insurer prior to appointment.

2.8 Occupational Health and Safety Policy

The Contractor shall submit their Health and Safety Policy, prior to construction commencement, signed by the Chief Executive Officer. The Policy must outline objectives and how they will be achieved and implemented within the company operations.

2.9 Health and Safety Organogram

The Contractor shall submit an organogram, prior to construction commencement, outlining the Health and Safety Site Team that will be assigned to the project, if successful with the tender. In cases where appointments have not been made, the organogram shall reflect the position. The organogram shall be updated, when there is a change in the site team.

2.10 Risk Assessments

Baseline Risk Assessment

The Client shall cause a baseline risk assessment to be conducted by a competent person before the design process and tender process commence, and the assessed risks shall form part of the health and safety specifications.

The Contractor must, before commencement of any construction work, and during construction work, have risk assessments performed by a competent person appointed in writing, which risk assessments form part of the health and safety plan to be applied on the site and must include:

- The identification of the risks and hazards to which persons may be exposed to;
- An analysis and evaluation of the risks and hazards identified; based on a documented method
- A documented plan and applicable safe work procedures to mitigate, reduce or control the risks and hazards that have been identified;

- A monitoring plan; and
- A review plan

The Contractor must ensure that, as far as is reasonably practicable, ergonomic related hazards are analysed, evaluated and addressed in a risk assessment.

The Contractor must ensure that all employees under his control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures and/or control measures **before any work commences and thereafter at the times determined in the risk assessment monitoring and review plan of the relevant site.**

The Principal Contractor must ensure that all contractors are informed regarding any hazard that is stipulated in the risk assessment **before any work commences** and thereafter **at the times determined in the risk assessment monitoring and review plan of the relevant site.**

The Contractor must consult with the health and safety committee or with a representative trade union or representative group of employees if no health and safety committee exists, on the monitoring and review of the risk assessments for the site.

The Contractor must ensure that copies of risk assessment for this site are available on site for inspection purposes by interested parties (inspector, the client, client's agent, any contractor, any employee, a representative trade union, a health and safety representative or safety committee member.

A Contractor must review the relevant risk assessment where changes are effected to the design and/or construction that result in a change to the risk profile, or when an incident has occurred.

Preventative measures must first address the elimination of the hazard or risk. Should PPE be required to reduce risk, the equipment or clothing to be used must be SABS approved.

In general the Contractor must ensure that the Risk Assessment involves identifying the hazards present in a work activity on site. This is followed by an evaluation of the extent of the risk involved taking into account those precautions already being taken.

The following general principle should be followed when conducting a risk assessment:

- All relevant risks and/or hazards should be systematically addressed;
- The risk assessment should address what actually happens in the workplace during the work activity;
- All employees and those who may be affected must be considered, including maintenance staff, security guards, visitors and subcontractors;
- The risk assessment should highLIGHTS those groups and individuals who may be required to work alone or who have disabilities;
- The risk assessment process should take into account the existing safety measures and controls.
- The level of detail on a risk assessment should be appropriate to the level of risk.

2.11 Health and Safety Representative(s)

The Contractor shall ensure that Health and Safety Representative(s) is/are elected and trained to carry out his / her functions. The appointment must be in writing. The Health and Safety Representative shall carry out

regular inspections, keep records and report to the supervisor to take appropriate action. He / she shall attend Health and Safety Committee Meetings. The Health and Safety Representative shall be part of the team that will investigate incidents, accidents and non-conformances.

2.12 Health and Safety Committee

Where two or more health and safety representatives have been appointed on site, the Contractor shall ensure that monthly health and safety meetings are held with such representatives and minutes are kept on record. Meetings must be organized and chaired by the Contractor's Health and Safety Committee Chairperson. Minutes of these meetings must be available for the employees of the contractor to refer to.

2.13 Medical Certificate of Fitness

The contractor must ensure that their employees on site have a valid medical certificate of fitness, specific to the construction work being performed, issued by an occupational health practitioner in the form of an Annexure 3 template (refer to the Construction Regulations 2014 on the Department of Labour website for a sample of this form).

2.14 Health and Safety Training

The Contractor shall quarterly conduct a training needs analysis to ascertain what health and safety training is required. A plan of action should be devised and forwarded to the Client for records. Once the identified people have attended the training, the Contractor must provide the Client with copies of certificates obtained.

2.14.1 Induction

No Contractor may allow or permit any employee or person to enter site unless they have undergone health and safety induction training pertaining to the hazards prevalent on site at the time of entry. This includes visitors to site. The Contractor must ensure that visitors to site have the necessary protective equipment (PPE). A copy of attendance registers of all employees who attend inductions shall be kept.

2.14.2 Awareness

The Contractor shall conduct periodic toolbox talks on site, preferably weekly or before any hazardous work takes place. The talks shall cover the relevant activity and an attendance register must be signed by all attendees. This record of who attended and the content of the topic will be kept on the site health a safety file as evidence of training.

2.15 Competency

After the Contractor has identified the training to be conducted as part of the competency requirement, and based on Risk Assessment, he shall send the relevant persons on appropriate courses and keep certificates of training for reference. Familiarity with the Health and Safety Act and Regulations is an integral part of the definition of competence.

2.16 General Record Keeping

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

2.17 General Inspection, Monitoring and Reporting

The Contractor shall carry out inspections as required by this Health and Safety Specification, as well as by health and safety legislation.

2.18 Emergency Procedures

The Contractor shall submit a detailed Emergency Procedure for approval by the Client prior to commencement on site. The procedure shall detail the response plan including the following:

- List of key personnel;
- Details of emergency services;
- Actions or steps to be taken in the event of the emergency; and
- Information on hazardous materials / situations, including each material's hazardous potential impact or risk on the environment or human and measures to be taken in the event of an accident.

Emergency procedure(s) shall include, but shall not be limited to, fire, spills, accidents to employees, use of hazardous substances, dangers as a result of riot / service deliver protests / intimidation, etc. The Contractor shall advise the Client in writing of any on-site emergencies, together with a record of action taken, within 24 hours of the emergency occurring. A contact list of all service providers (Fire Department, Ambulance, Police, Medical and Hospital, etc) must be maintained and available to site personnel.

2.19 First Aid Box and First Aid Equipment

The Contractor shall provide first aid box/es and appoint, in writing, First Aider(s) for this project in line with the results of the Contractor's risk assessment for the project, this health and safety specification as well as the provisions of the General Safety Regulations. The appointed First Aider(s) are to be sent for accredited first aid training before starting on site. Valid certificates are to be kept on site.

First Aid box/es must be adequately stocked at all time, accessible and be controlled by a qualified First Aider. If required by the Client, the Contractor shall have a stretcher on site to be used in case of a serious incident.

2.20 Accident / Incident Reporting and Investigation

The Contractor shall, in addition to the prescribed requirements of the Occupational Health and Safety Act and General Safety Regulations, investigate, record and report all Section 24 reportable incidents to the Client within 24 hours of the incident occurring. Incident investigations shall be conducted by the

Contractor's appointed Accident Investigator – this Investigator must be a competent person or persons who have sufficient knowledge to carry out an investigation.

In the event of a fatality or a permanent disabling injury the Contractor must submit proof of reporting of incident to Department of Labour as well as proof of preventative measures to the Client. The Client reserves the right to conduct investigations into any incidents that they deem fit and the Contractor is required to provide full co-operation in this regard.

2.21 Hazards and Potential Situations

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

2.22 Occupational Health and Safety Signage

The Contractor shall ascertain and provide adequate on site health and safety signage. This signage shall include, but shall not be limited to, Hard Hat / Helmet Area; Safety Shoes to be worn on site; Dust Masks to be worn in areas where there might be exposure to excessive dust; Ear Plugs / Muffs to be worn where there might be noise exposure over 85 db; Gloves; Safety Goggles; Safety Harness, Workers in Excavation, traffic management, etc. The Contractor shall be responsible to maintain the quality and replacement of signage.

2.23 Management Of Contractors by Principal Contractor

The Principal Contractor shall ensure that all contractors under his control are complying with the respective Health and Safety Plans, as well as Health and Safety Legislation.

2.24 Stacking of Materials

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

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

2.25 Housekeeping and General Safeguarding on Construction Sites

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

- the proper storage of materials and equipment;
- the removal of scrap, waste and debris at appropriate intervals;
- ensuring that materials required for use, are not placed on the site so as to obstruct means of access to and egress from workplaces and passageways;

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

2.26 Construction Vehicles and Mobile Plant

A contractor must ensure that all construction vehicles and mobile plant-

- are of an acceptable design and construction;
- are maintained in a good working order;
- are used in accordance with their design and the intention for which they were designed, having due regard to safety and health;
- are operated by a person who-
 - has received appropriate training, is certified competent and in possession of proof of competency and is authorised in writing to operate those construction vehicles and mobile plant;
 - has a medical certificate of fitness to operate those construction vehicles and mobile plant, issued by an occupational health practitioner in the form of Annexure 3.
- have safe and suitable means of access and egress;
- are properly organized and controlled in any work situation by providing adequate signalling or other control arrangements to guard against the dangers relating to the movement of vehicles and plant, in order to ensure their continued safe operation;
- are prevented from falling into excavations, water or any other area lower than the working surface by installing adequate edge protection, which may include guard-rails and crash barriers;
- are fitted with structures designed to protect the operator from falling material or from being crushed should the vehicle or mobile plant overturn;
- are equipped with an acoustic warning device which can be activated by the operator;
- are equipped with an automatic acoustic reversing alarm; and
- are inspected by the authorised operator or driver on a daily basis using a relevant checklist prior to use and that the findings of such inspection are recorded in a register kept in the construction vehicle or mobile plant.

A contractor must ensure that-

- no person rides or is required or permitted to ride on a construction vehicle or mobile plant otherwise than in a safe place provided thereon for that purpose;
- every construction site is organized in such a way that, as far as is reasonably practicable, pedestrians and vehicles can move safely and without risks to health;
- the traffic routes are suitable for the persons, construction vehicles or mobile plant using them, are sufficient in number, in suitable positions and of sufficient size;
- every traffic route is, where necessary, indicated by suitable signs;

- all construction vehicles and mobile plant left unattended at night, adjacent to a public road in normal use or adjacent to construction areas where work is in progress, have appropriate LIGHTSs or reflectors, or barricades equipped with appropriate LIGHTSs or reflectors, in order to identify the location of the vehicles or plant;
- all construction vehicles or mobile plant when not in use, have buckets, booms or similar appendages, fully lowered or blocked, controls in a neutral position, motors stopped, wheels chocked, brakes set and ignition secured;
- whenever visibility conditions warrant additional LIGHTSsing, all mobile plant are equipped with at least two headLIGHTSs and two tailLIGHTSs when in operation;
- tools, material and equipment are secured and separated by means of a physical barrier in order to prevent movement when transported in the same compartment with employees;
- vehicles used to transport employees have seats firmly secured and adequate for the number of employees to be carried; and
- all construction vehicles or mobile plant travelling, working or operating on public roads comply with the requirements of the National Road Traffic Act, 1996.

2.27 *Electrical Installations and Machinery on Construction Sites*

A contractor must, in addition to compliance with the Electrical Installation Regulations and the Electrical Machinery Regulations, ensure that –

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

2.28 *Use and Temporary Storage of Flammable Liquids on Construction Sites*

A contractor must, in addition to compliance with the provisions for the use and storage of flammable liquids in the General Safety Regulations, 2003, ensure that –

- where flammable liquids are being used, applied or stored at the workplace concerned, it is done in a manner that does not cause a fire or explosion hazard, and that the workplace is effectively ventilated;
- no person smokes in any place in which flammable liquid is used or stored, and the contractor must affix a suitable and conspicuous notice at all entrances to any such areas prohibiting such smoking;
- an adequate amount of efficient fire-fighting equipment is installed in suitable locations around the flammable liquids store with the recognized symbolic signs;
- only the quantity of flammable liquid needed for work on one day is taken out of the store for use;

- all containers holding flammable liquids are kept tightly closed when not in actual use and, after their contents have been used up, are removed from the construction site and safely disposed of;
- where flammable liquids are decanted, the metal containers are bonded and earthed; and
- no flammable material, including cotton waste, paper, cleaning rags or similar material is stored together with flammable liquids

2.29 Water environments

Not applicable to the work being performed in this project.

2.30 Fire precautions on Construction Sites

A contractor must, in addition to compliance with the Environmental Regulations for Workplaces, 1987, ensure that –

- all appropriate measures are taken to avoid the risk of fire;
- sufficient and suitable storage is provided for flammable liquids, solids and gases;
- smoking is prohibited and notices in this regard are prominently displayed in all places containing readily combustible or flammable materials;
- in confined spaces and other places in which flammable gases, vapours or dust can cause danger-
 - only suitably protected electrical installations and equipment, including portable LIGHTSs, are used;
 - there are no flames or similar means of ignition;
 - there are conspicuous notices prohibiting smoking;
 - oily rags, waste and other substances liable to ignite are without delay removed to a safe place; and
 - adequate ventilation is provided;
- combustible materials do not accumulate on the construction site;
- welding, flame cutting and other hot work are done only after appropriate precautions have been taken to reduce the risk of fire;
- suitable and sufficient fire-extinguishing equipment is placed at strategic locations or as may be recommended by the Fire Chief or local authority concerned, and that such equipment is maintained in a good working order;
- the fire equipment contemplated above is inspected by a competent person, who has been appointed
- a sufficient number of workers are trained in the use of fire- extinguishing equipment;
- where appropriate, suitable visual signs are provided to clearly indicate the escape routes in the case of a fire;
- the means of escape is kept clear at all times;
- there is an effective evacuation plan providing for all –
 - persons to be evacuated speedily without panic;
 - persons to be accounted for; and
 - plant and processes to be shut down; and
- a siren is installed and sounded in the event of a fire.

2.31 Construction Employees' Facilities

A contractor must, in terms of the Construction Regulations 2014, provide:

- Shower facilities after consultation with the employees or employees representatives, or at least one shower facility for every 15 persons;
- at least one sanitary facility for each sex and for every 30 workers;
- changing facilities for each sex;
- and sheltered eating area.

A contractor must provide reasonable and suitable living accommodation for the workers at construction sites who are far removed from their homes and where adequate transportation between the site and their homes, or other suitable living accommodation, is not available.

2.32 Fall protection

The Contractor must:

- designate a competent person to be responsible for the preparation of a fall protection plan
- ensure that the fall protection plan contemplated above is implemented, amended where and when necessary and maintained as required; and
- take steps to ensure continued adherence to the fall protection plan.

A fall protection plan contemplated above must include-

- a risk assessment of all work carried out from a fall risk position and the procedures and methods used to address all the risks identified per location;
- the processes for the evaluation of the employees' medical fitness necessary to work at a fall risk position and the records thereof;
- a programme for the training of employees working from a fall risk position and the records thereof;
- the procedure addressing the inspection, testing and maintenance of all fall protection equipment; and
- a rescue plan detailing the necessary procedure, personnel and suitable equipment required to affect a rescue of a person in the event of a fall incident to ensure that the rescue procedure is implemented immediately following the incident.

A contractor must ensure that a construction manager appointed under regulation 8(1) is in possession of the most recently updated version of the fall protection plan.

A contractor must ensure that all unprotected openings in floors, edges, slabs, hatchways and stairways are adequately guarded, fenced or barricaded or that similar means are used to safeguard any person from falling through such openings;

Also that no person is required to work in a fall risk position, unless such work is performed safely as contemplated in above and fall prevention and fall arrest equipment are approved as suitable and of sufficient strength for the purpose for which they are being used, having regard to the work being carried out and the load, including any person, they are intended to bear; and securely attached to a structure or plant, and the structure of plant and the means of attachment thereto are suitable and of sufficient strength and stability for the purpose of safely supporting the equipment and person who could fall, and fall arrest equipment is used only where it is not reasonably practicable to use fall prevention equipment.

2.33 *Temporary works*

A contractor must appoint a temporary works designer in writing to design, inspect and approve the erected temporary works on site before use.

A contractor must ensure that all temporary works operations are carried out under the supervision of a competent person who has been appointed in writing for that purpose.

A contractor must ensure that-

- all temporary works structures are adequately erected, supported, braced and maintained by a competent person so that they are capable of supporting all anticipated vertical and lateral loads that may be applied to them, and that no loads are imposed onto the structure that the structure is not designed to withstand;
- all temporary works structures are done with close reference to the structural design drawings, and where any uncertainty exists the structural designer should be consulted;
- detailed activity specific drawings pertaining to the design of temporary works structures are kept on the site and are available on request to an inspector, other contractors, the client, the client's agent or any employee;
- all persons required to erect, move or dismantle temporary works structures are provided with adequate training and instruction to perform those operations safely;
- all equipment used in temporary works structure are carefully examined and checked for suitability by a competent person, before being used;
- all temporary works structures are inspected by a competent person immediately before, during and after the placement of concrete, after inclement weather or any other imposed load and at least on a daily basis until the temporary works structure has been removed and the results have been recorded in a register and made available on site;
- no person may cast concrete, until authorization in writing has been given by the competent person contemplated above;
- if, after erection, any temporary works structure is found to be damaged or weakened to such a degree that its integrity is affected, it is safely removed or reinforced immediately;
- adequate precautionary measures are taken in order to-
 - secure any deck panels against displacement; and
 - prevent any person from slipping on temporary works due to the application of release agents;
- as far as is reasonably practicable, the health of any person is not affected through the use of solvents or oils or any other similar substances;
- upon casting concrete, the temporary works structure is left in place until the concrete has acquired sufficient strength to safely support its own weight and any imposed load, and is not removed until authorization in writing has been given by the competent person
- the foundation conditions are suitable to withstand the loads caused by the temporary works structure and any imposed load in accordance with the temporary works design.
- provision is made for safe access by means of secured ladders or staircases for all work to be carried out above the foundation bearing level;
- a temporary works drawing or any other relevant document includes construction sequences and methods statements;
- the temporary works designer has been issued with the latest revision of any relevant structural design drawing;

- a temporary works design and drawing is used only for its intended purpose and for a specific portion of a construction site; and
- the temporary works drawings are approved by the temporary works designer before the erection of any temporary works.

No contractor may use a temporary works design and drawing for any work other than its intended purpose.

2.34 Excavation

A contractor must-

- ensure that all excavation work is carried out under the supervision of a competent person who has been appointed in writing for that purpose; and
- evaluate, as far as is reasonably practicable, the stability of the ground before excavation work begins.
-

A contractor who performs excavation work-

- must take reasonable and sufficient steps in order to prevent, as far as is reasonably practicable, any person from being buried or trapped by a fall or dislodgement of material in an excavation;
- may not require or permit any person to work in an excavation which has not been adequately shored or braced: Provided that shoring and bracing may not be necessary where-
 - the sides of the excavation are sloped to at least the maximum angle of repose measured relative to the horizontal plane; or
 - such an excavation is in stable material: Provided that-
 - permission has been given in writing by the appointed competent person contemplated above upon evaluation by him or her of the site conditions; and
 - where any uncertainty pertaining to the stability of the soil still exists, the decision from a professional engineer or a professional technologist competent in excavations is decisive and such a decision must be noted in writing and signed by both the competent person and the professional engineer or technologist, as the case may be;
- must take steps to ensure that the shoring or bracing contemplated above is designed and constructed in a manner that renders it strong enough to support the sides of the excavation in question;
- must ensure that no load, material, plant or equipment is placed or moved near the edge of any excavation where it may cause its collapse and consequently endangers the safety of any person, unless precautions such as the provision of sufficient and suitable shoring or bracing are taken to prevent the sides from collapsing;
- must ensure that where the stability of an adjoining building, structure or road is likely to be affected by the making of an excavation, steps are taken to ensure the stability of such building, structure or road and the safety of persons;
- must cause convenient and safe means of access to be provided to every excavation in which persons are required to work, and such access may not be further than six meters from the point where any worker within the excavation is working;
- must ascertain, as far as is reasonably practicable, the location and nature of electricity, water, gas or other similar services which may in any way be affected by the work to be performed, and must before the commencement of excavation work that may affect any such service, take the steps that are necessary to render the circumstances safe for all persons involved;

- must ensure that every excavation, including all bracing and shoring, is inspected-
 - daily, prior to the commencement of each shift;
 - after every blasting operation;
 - after an unexpected fall of ground;
 - after damage to supports; and
 - after rain,

by the competent person, in order to ensure the safety of the excavation and of persons, and those results must be recorded in a register kept on site and made available on request to an inspector, the client, the client's agent, any other contractor or any employee;

- must cause every excavation which is accessible to the public or which is adjacent to public roads or thoroughfares, or whereby the safety of persons may be endangered, to be –
 - adequately protected by a barrier or fence of at least one metre in height and as close to the excavation as is practicable; and
 - provided with warning illuminants or any other clearly visible boundary indicators at night or when visibility is poor, or have resort to any other suitable and suffice
- must ensure that all precautionary measures stipulated for confined spaces as determined in the General Safety Regulations, 2003, are complied with by any person entering any excavation;
- must, where the excavation work involves the use of explosives, appoint a competent person in the use of explosives for excavation, and must ensure that a method statement is developed by that person in accordance with the applicable explosives legislation; and
- must cause warning signs to be positioned next to an excavation within which or where persons are working or carrying out inspections or tests.

2.35 Demolition Work

Not applicable to the work being performed in this project.

2.36 Tunnelling

Not applicable to the work being performed in this project.

2.37 Scaffolding

Not applicable to the work being performed in this project.

2.38 Bulk mixing plant

A contractor must ensure that the operation of a bulk mixing plant is supervised by a competent person who has been appointed in writing and is –

- aware of all the dangers involved in the operation thereof; and
- conversant with the precautionary measures to be taken in the interest of health and safety.

No person supervising or operating a bulk mixing plant may authorize any other person to operate the plant, unless that person is competent to operate a bulk mixing plant.

A contractor must ensure that the placement and erection of a bulk mixing plant complies with the requirements set out by the manufacturer and that such plant is erected as designed.

A contractor must ensure that all devices to start and stop a bulk mixing plant are provided and that those devices are placed in an easily accessible position and constructed in a manner to prevent accidental starting.

A contractor must ensure that the machinery and plant selected is suitable for the mixing task and that all dangerous moving parts of a mixer are placed beyond the reach of persons by means of doors, covers or other similar means.

No person may remove or modify any guard or safety equipment relating to a bulk mixing plant, unless authorized to do so by the appointed person.

A contractor must ensure that all precautionary measures stipulated for confined spaces as determined in the General Safety Regulations, 2003, are complied with when entering any silo.

A contractor must ensure that a record is kept of all repairs or maintenance to a bulk mixing plant and that the record is available on site to an inspector, the client, the client's agent or any employee.

2.39 Rope Access Work

Not applicable to the work being performed in this project.

2.40 Hazardous Chemical Substances (HCS)

In addition to the requirements in the HCS Regulations, the principal contractor must provide proof in the Health and Safety Plan that:

- Material Safety Data Sheets (MSDS's) of the relevant materials / hazardous chemical substances are available prior to use by the contractor. All MSDS's shall be available for inspection by the agent at all times.
- Risk assessments are done at least once every 6 months.
- Exposure monitoring is done according to OESSM and by an Approved Inspection Authority (AIA) and that the medical surveillance programme is based on the outcomes of the exposure monitoring.
- How the relevant HCS's are being/going to be controlled by referring to:
 - Limiting the amount of HCS
 - Limiting the number of employees
 - Limiting the period of exposure
 - Substituting the HCS
 - Using engineering controls
 - Using appropriate written work procedures
- The correct PPE is being used.
- HCS are stored and transported according to SABS 072 and 0228.
- Training with regards to these regulations was given.

The Health and Safety plan should make reference to the disposal of hazardous waste on classified sites and the location thereof (where applicable).

The First Aider must be made aware of the MSDS and trained in how to treat HCS incidents appropriately.

2.41 Noise Induced Hearing Loss

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

- Proof of training with regards to these regulations.
- Risk assessment done within 1 month of commencement of work.
- That monitoring carried out by an AIA and done according to SABS 083.
- Medical surveillance programme established and maintained for the necessary employees.
- Control of noise by referring to:
 - Engineering methods considered
 - Admin control (number of employees exposed) considered
 - Personal protective equipment considered/decided on
- Describe how records are going to be kept for 40 years.

2.42 Explosives and Blasting

Not applicable to the work being performed in this project.

2.43 Personal Protective Equipment (PPE)

The Contractor shall carry out PPE or clothing needs analysis in accordance with his risk assessment, to determine the necessary PPE or clothing to be used during construction. The Contractor shall make provision and keep adequate quantities of SABS approved PPE or clothing on site at all times.

The Contractor must ensure that personnel are trained in the correct use of PPE to be used.

The Contractor must ensure that lost, stolen, worn out or damaged PPE is replaced as required and receipt signed for by employees on site.

2.44 Asbestos

Not applicable to the work being performed in this project.

2.45 Pressure Vessels (Including Gas Bottles)

The Contractor shall comply with Pressure Vessel Regulations, including:

- Providing competency and awareness training to the operators;
- Providing PPE or clothing;
- Providing and maintain appropriate signage in areas where pressure vessels are used, as applicable;
- Inspect equipment regularly and keep records of inspections;
- Providing appropriate fire fighting equipment (Fire Extinguishers).

2.46 *Fire Extinguishers and Fire Fighting Equipment*

The Contractor shall provide adequate, regularly serviced fire extinguishers located at strategic points on site. The Contractor shall keep spare serviced portable fire extinguishers. The Contractor shall have adequate persons trained or competent to use the Fire Fighting Equipment.

Safety signage shall be posted up in all areas where fire extinguishers are located.

2.47 *Lifting Machinery and Tackle*

The Contractor shall ensure that lifting machinery and tackle is inspected before use and on a monthly basis. The Contractor shall have lifting machinery and tackle inspector who will inspect the equipment at intervals required by the Driven Machinery Regulations, taking into account that:

- All lifting machinery and tackle have a safe working load clearly indicated;
- Regular inspection and servicing is carried out;
- Records are kept of inspections and of service certificates;
- Thorough examinations are carried out by competent personnel at the frequencies required by legislation
- There is proper supervision in terms of guiding the loads which includes a trained banks man to direct and check lifting tackle if it is safe for use.

2.48 *Ladders and Ladder work*

The Contractor shall ensure that all ladders are numbered and inspected regularly keeping record of inspections. It should be noted that Aluminium ladders are preferred to wooden ladders.

2.49 *General Machinery*

The Contractor shall comply with the Driven Machinery Regulations, which include inspecting machinery regularly, appointing a competent person to inspect and ensure maintenance, issuing PPE or clothing and training those that use machinery and enforce compliance.

2.50 *Portable Electrical Tools*

The Contractor shall ensure that use and storage of all explosive actuating fastening devices

The Contractor shall consider that:

- A competent person undertakes routine inspections;
- Only authorised persons use the tools;
- There are safe working procedures applied;
- Awareness training is carried out and compliance is enforced at all times; and
- PPE and clothing is provided and maintained.

2.51 *High Voltage Electrical Equipment*

The Contractor shall ensure that, where the work is under, on or near high-voltage electrical equipment the Electrical Installation Regulations, together with safety instructions (Regulations of the Owner of the Equipment) are complied with. Such equipment includes:

- Eskom and the Local Authority equipment
- The Contractor's own power supply; and

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

2.52 Public Health and Safety

The Contractor shall ensure that each person working on or visiting a site, and the surrounding community, shall be made aware of the dangers likely to arise from on site activities and the precautions to be observed to avoid or minimize those dangers. Appropriate health and safety signage shall be posted at all times.

2.53 Night Work

Not applicable to the work being performed in this project.

2.54 Environmental Conditions and Flora and Fauna

The Contractor must be mindful of adverse weather conditions upon the health and safety of the workforce. This includes inclement weather, strong wind, heat stress, extreme cold, etc. The Contractor's risk assessment process must take into account the risks associated with such weather conditions. The same is true when working in an environment where there is a risk to employees' health and safety from presence of poisonous flora, or wildlife (including bees, snakes, etc). The Contractor's risk assessment process must take these risks into account.

2.55 Occupational Health

Exposure of workers to occupational health hazards and risks are very common in any work environment, especially in construction. Occupational health hazards and risks exposure is a major problem and all Contractors are to ensure that proper health and hygiene measures are put in place to prevent exposure to these hazards and risks.

The occupational hazards and risks may enter the body in three ways:

- Inhalation through breathing e.g. cement dust;
- Ingestion through swallowing maybe through food intake;
- Absorption through the skin (pores) e.g. painting or use of thinners.

The contractor is required to ensure that all his personnel are medically fit prior to being allowed onto the work site. All Contractors should ensure that Occupational Hygiene surveys are conducted as per the Occupational Health and Safety Act to ensure employees are not exposed to hazards. Risk Assessments should identify areas where surveys are to be conducted.

2.56 Suspended Platforms

Not applicable to the work being performed in this project.

2.57 Material Hoists

Not applicable to the work being performed in this project.

2.58 Explosive Actuated Fastening Device

Not applicable to the work being performed in this project.

OTHER HEALTH AND SAFETY SPECIFICATION REQUIREMENTS

The contractor must be aware of the following additional requirements:

What	When	Output
Awareness training (Toolbox Talks)	At least fortnightly and before hazardous work is carried out	Attendance Register
Health and Safety Committee Meetings	Monthly	Minutes signed by the employer (Contractor) covering: a) Health and Safety Representative Checklist
Health and Safety Reports	Monthly	Report covering: a) Incidents/Accidents and Investigations b) Non conformance c) Health and Safety Training d) HIRA Updates e) Internal and External Audits
General Inspections	As per Health and Safety Specification and OHSa	Report on Health and Safety Specification and OHSa compliance: a) Scaffolding b) Lifting Machinery c) Excavation
General Inspections	Monthly	Covering: a) Fire fighting Equipment b) Portable Electrical Equipment c) Ladders
Record keeping	Ongoing	Covering: a) General complaints b) Fines c) General incidents d) MSDS e) Surveillance Medicals f) Inspection Register g) Dept of Labour Notices
Permits	Before commencement with certain activities	As stipulated by the Health and Safety Specification and the OHSa / Construction Regulations

Key:

OHSa – Occupational Health and Safety Act, 1993

ANNEXURE A

The Contractor shall submit the info below in an Annexure 2 prior to construction commencement.

Item No.	Health and Safety Specification Requirement	OHSA Requirement	Submission date
1.	Notification of Intention to Commence Construction	Construction Regulations 2014	At least 7 days before commencement on site
2.	Construction Work Permit	Construction Regulations 2014 (only with certain size and duration projects)	At least 30 days prior to project commencement
3.	Assignment of Responsible Person to Manage Building Work via Health and Safety Organogram	Construction Regulations 2014	Before commencement on site
4.	Competency for Health and Safety Positions	Client / Client Agent requirement	Before commencement on site
5.	Compensation of Occupational Injuries and Diseases Act (COIDA) 130 of 1993	COIDA Requirement	Before commencement on site
6.	Occupational Health and Safety Policy	Client / Client Agent requirement	Before commencement on site
7.	Risk Assessment, Safety Plan and Fall Protection Plan, Demolition Method Statement	Client / Client Agent requirement	Before construction work commences

ANNEXURE B - The contractor shall make the following appointments, **as required**:

Chief Executive Officer (OSHACT 16(1))
Contract Director/Manager (OSHACT 16(2))
Construction Manager (CR 8(1))
Construction Supervisor (CR 8(7))
Assistant Construction Supervisor (CR 8(8))
Construction Safety Officer (CR 8(5))
Traffic Safety Officer
Safety Representative (where > 20 employees on site)
Temporary work Designer (CR 12(1))
Temporary work Supervisor (CR12(2))
Construction risk assessor (CR 9(1))
Excavation Supervisor (CR13(1)(a))
Demolition Supervisor (CR14(1))
Scaffold Supervisor (CR16(1))
Suspended Platform Supervisor (CR17(1))
Material Hoist Inspector (CR19(8)(a))
Material Hoist Operator (CR19(6))
Bulk Mixing Plant Supervisor (CR20(1))
Bulk Mixing Plant Operator (CR20(2))
Controller of Explosive Actuated Fastening Devices Nails, Cartridges or Studs Issue and Collection (CR21(2)(g)(1))
Construction Vehicle and Mobile Plant Operator (CR23(1)(d)(i))
Controller of Temporary Electrical Installations (CR24(c))
Stacking Supervisor (CR28(a))
Fire Extinguishing Equipment Inspector (CR29(h))
Fall Protection Plan Developer (CR 10(1)(a))
Incident Investigator (OSHACT 9(2))
Competent Person – Confined Spaces (GAR 5(1))

BASELINE RISK ASSESSMENT FOR PROJECT

Irrespective of the risk presented on site, it will be ensured that sufficient supervision is in place on site, that personnel are trained in accordance with legislation, including the requirement for site specific inductions on site to inform personnel on site of the risks and hazards applicable to the site. Site supervision is responsible for ensuring that the control measures required below are implemented on site.

	HAZARD	RISK	RISK RATING (High / Medium / Low)	MINIMUM CONTROL MEASURES
1.	Brush cutting	Injury from contact with blade/nylon Fire (where petrol used) Electrocution (where electrical tool used)	M	Person using brush cutter must be trained and competent Use personal protective equipment (PPE) such as goggles, safety boots, ear protection, gloves, hard hat Brush cutter must be in good condition and maintained Adequate supervision on site at all times. No smoking when refuelling, fire extinguisher to be on hand (where petrol used as fuel source)
2.	Compacting and Filling	Contact with tipping materials Contact with moving plant Vehicles/personnel falling into excavations Contact with underground services	M	Trained banks man to control vehicles movement Only trained personnel use plant Personal Protective Equipment to be worn Personnel to stand clear as materials are being tipped Use stop blocks and signs to warn vehicles of excavations, where applicable Stand clear of plant whilst materials are being compacted Establish position of underground services and protect services from damage
3.	Compactor Operations	Crushing of feet	M	Only trained and competent personnel to use the machine Ensure operative wears steel toe cap shoes or boots at all times
4.	Concrete Pumping	Sprains and strains Hit by pump Concrete burns Collapse/bursting of structure	L	Personnel to be in clear vision of pump operator Trained pump operator Personnel working with the concrete to wear the appropriate personal protective equipment to protect against cement burns Design of structure being loaded to be approved by competent designer and inspected before, during and after loading Pump to be well maintained

	HAZARD	RISK	RISK RATING (High / Medium / Low)	MINIMUM CONTROL MEASURES
5.	Cutting Off Disc	Noise Cuts from machine Fire (particularly at refuelling) Flying debris Blade shattering Contamination by fume created or exhaust fume	M	Use competent personnel. Hot works control- fire extinguisher, fire watchman. (Permit may be required) PPE to include gloves, eye protection, hearing protection Solid working position. Clear working area Correct grade of blade must be used. Good ventilation to be provided (forced if necessary). Changing of wheels to be by competent persons only Cut off discs must not be used for grinding (grinding disc thicker) Bystanders to wear hearing protection, as applicable
6.	Electrical Commissioning	Electric shock	H	Personnel to comply with permits to work issued by client Personal protective equipment to be worn by employees to prevent electric shock First aid treatment to be readily available Only competent and trained persons may decommission or commission electrical equipment
7.	Electric Tools and Electrical Installations	Electric shock Fire	M	Electric tools and installations to be in good condition Inspect electric tools before use Do not use electric tools in wet/damp conditions Use personal protective equipment such as insulated gloves Electrical installations register to be maintained, inspected by competent person
8.	Excavations (Working in and around)	Toxic fumes Collapse of trench walls/trapping Falling into excavation Collapse of adjacent structures	L	Deep excavations / monitor air for toxic fumes Prevent collapse by battering back sides to a safe angle or install temporary support Protect vehicles from falling into excavations – provide barriers, signage, etc as necessary Beware of undermining of other structures (eg: buildings, scaffolds) Record excavation inspections by competent person on daily basis Provide suitable means of access/egress in case of emergency. Excavations formed by explosives must be accompanied by method statement approved by Client
9.	Fire	Injuries to workers, pedestrians, residents, road users, damage to property through fire	M	No littering on site which could become fire hazard, maintain site in clean condition. No fires to be lit on site. Have a working fire extinguisher at hand at all times. No smoking or naked flame near flammable substances or in unauthorised areas Ensure proper storage/use of Petrol/diesel/flammable substances – post warning notices

	HAZARD	RISK	RISK RATING (High / Medium / Low)	MINIMUM CONTROL MEASURES
10.	Flammable Liquids and Gases (Use of)	Fire Explosion	M	No littering on site which could become fire hazard, maintain site in clean condition. Have a working fire extinguisher at hand at all times. No smoking or naked flame near flammable substances or in unauthorised areas Ensure proper storage/use of Petrol/diesel/flammable substances – post warning notices Equipment must be in good condition, maintained Personnel using substances must be trained in safe use and risks
11.	Hand tools	Injuries caused by use of hand tool Impact with the tool Falls due to access problems Contamination with substance being worked	L	Ensure: Tool is correct for job Tool is in good order and suitably sharp Personnel must be competent/instructed in tool usage and tool safely LIGHTS are sufficient Access is safe, working platform is secure, leading edge is guarded Operative is wearing all necessary PPE
12.	Hazardous Substances	Injuries to workers through use of hazardous substances, eg: injuries to eyes, skin, etc	M	Use substances in accordance with data sheet, particularly reference protective clothing required (example: gloves, goggles, etc) Know what First Aid measures are Have welfare facilities available for washing of hands, etc
13.	Hot Works	Burns to eyes or other parts of the body	H	Personal Protective Equipment to include eye, skin and hearing protection Respirator maybe be required where cutting galvanized steel or anywhere else toxic fumes and gases arise. Dust can also be a problem and forced ventilation may be required.
14.	Lifting Operations	Falling material Crushing by materials Hand injuries to the slinger Toppling crane	H	Check test certificate Check examination certificate Check inspection have been carried out Check certificates for lifting equipment (chains, slings, shackles, etc) Ensure lifting gear is rated to carry load (SWL) Ensure materials being lifted are properly packaged and slung. Be aware that there should be a minimum clearance of 600mm between any slewing parts of a crane and any fixed installation to prevent being trapped. Access to the work area during lifting operations is to be restricted to those involved with and trained in the work in hand. Do not allow members of the public to gain access to the area. Only trained banksmen to be used. The crane driver and the banksman are to ensure that the signals given are clearly understood.

	HAZARD	RISK	RISK RATING (High / Medium / Low)	MINIMUM CONTROL MEASURES
15.	Manual Handling of General Items	Muscular skeletal injuries if the load is too heavy or awkward Operative falling/ tripping Contamination from the substance being carried Fall of material being carried	M	Personnel should be aware of safe manual handling techniques Personnel to wear Personal Protective Equipment when carrying items, eg: safety footwear and gloves. Ensure good housekeeping against tripping/fall hazards. Operative to get assistance if load too heavy- team lift if necessary. Utilise mechanical lifting and carrying aids where possible. Personnel to ensure access equipment, ladders will take weight of operative and load being carried. Personnel to ensure item being carried is properly bonded or is not be liable to break apart whilst being manually handled.
16.	Members of Public – Protection of	Injury to member of public and road users from site works	H	Barriers and signage to be in place Workers must warn away any members of public from the works Footpaths and bridges which are open to public must be closed off if in area of works or otherwise made safe so that no injury occurs to members of public Traffic turning into site – traffic management and signage as required. Signage to be on road at site entrance warning motorists that construction traffic turning into/out of site access. Keep roads free of mud where possible Refer to plant risk assessment for details on plant safety precautions NOTE: SIGNAGE TO BE POSTED ON SITE TO WARN OF CONSTRUCTION TRAFFIC MOVEMENTS. SAFE MEANS OF ACCESS FOR BOTH CONSTRUCTION TRAFFIC TO SITE AND PRIVATE HOMEOWNERS MUST BE AGREED.
17.	Mobile Crane Erection and Dismantling and Use	Collapse of structure Overturning of structure Falling materials	H	Ensure emergency procedures are in place and all operative are aware of the details Only use trained and competent operators for the erection and dismantling and use of cranes Ensure crane driver is trained and holds certification as proof. Must have valid medical certificate of fitness. Ensure there is safe means of access available at all times Ensure the mobile crane driver has 360° vision if not ensure a fully trained banksman is used Banksman to wear reflector vest to identify himself to the crane driver Ensure all personnel wear suitable and sufficient personal protective equipment Consider creating exclusion areas

	HAZARD	RISK	RISK RATING (High / Medium / Low)	MINIMUM CONTROL MEASURES
18.	Noise and Dust	Breathing in dust can cause long term health problems, noise can damage hearing	M	Wear respiratory and hearing protection Dampen down and minimise dust where possible.
19.	Overhead Services (Working near)	Contact with live services causing injury to personnel Damage caused to services	M	Maintain safe clearance levels Establish presence of any services via proper walk through survey of site and/or means of service drawings Wear personal protective clothing Ensure height of plant/vehicles does not compromise or exceed clearance levels for overhead services Obtain information on clearance levels from service provider
20.	Plant or Vehicles and Equipment Operation	Workers injured by passing traffic Road users and pedestrians at risk from plant operation Noise	M	Implement traffic protection measures Trained and competent operators must be used Check plant and vehicles on daily basis before use and record inspections. Maintain vehicles in safe condition. Medical certificates of fitness required for construction plant. Crossing of road by construction vehicles or machines must be limited to the practical minimum Plant and vehicles must be fitted with amber rotating beacons and reverse alarms. Wear appropriate protective clothing/equipment, eg: goggles, gloves, ear defenders, etc as appropriate.
21.	Site Strip	Overturning Vehicles	L	Follow standard safety procedures Only use trained and competent personnel Ensure there is a suitable and safe means of access and egress Ensure banksman used when required Ensure all personnel wear suitable reflector vests as required
22.	Snakes	Snake bite	M	Qualified first aider required for site who can treat snakebite Snake bite kit to be on hand Check area before working Find out nearest hospital and get emergency telephone numbers.
23.	Steel Erection	Falls from height Falling components Contact injuries from falling lifting equipment	M	Adhere to all general precautions for working at height (See risk assessment below) Barrier off / exclude area below work All lifting appliances to be examined and inspected Inspection register in place and up to date All personnel to be trained and competent and wear clipped on safety harnessed when working at height Ensure that lifting equipment (slings, chains, shackles) test certificates are current and on site. Competent persons only to connect loads and direct plant

	HAZARD	RISK	RISK RATING (High / Medium / Low)	MINIMUM CONTROL MEASURES
24.	Steel Fixing	Back injuries caused by manual handling Eye injuries from tie wire Trips / falls Falling form height	L	PPE must include safety boots and goggles Manual handling training may be required Care to be taken when working near over head lines Use only trained personnel Provide safe means of access Maintain and regularly inspect all lifting appliances and equipment Cap starter bars to prevent injuries where feasible Construct scaffold walk ways to cross reinforcing mesh, as required
25.	Street LIGHTS	Contact with vehicles Electrical Shock Collapse of columns	M	Ensure competent personnel are used Area to be kept clear – keep unauthorised persons away Plant and lifting equipment to be maintained as per risk assessments above Electrical connections to be done by qualified personnel only
26.	Temporary Works – shoring, scaffold, falsework, formwork	Collapse of form work	L	Wear personal protective equipment such as gloves and goggles Formwork must be built by trained person and also be inspected by competent person and results entered into register on site
27.	Underground Services	Striking of buried services	M	Make all necessary enquiries to establish what services are in the area. Consult drawings and advice from service provider (eg: Municipality or ESKOM) when planning work. Assume all service to be live (Unless confirmation is received to confirm that services are isolated or otherwise made safe). Do not work near live services without authorisation from site management. Comply with the requirements of the safe system of work for underground services. Where available, locate services with a locator Hand dig around services
28.	Working at Height	Personnel falling form height Falling debris Those beneath being injured	H	All access equipment is properly constructed (inspections record must be maintained) ☑ Only trained personnel construct, dismantle or control the access equipment All access equipment must have full toe boards and guardrails - comply with SANS 10085 on erection, use and dismantling of scaffolding No access equipment may be loaded above the level of the guardrail No access equipment to be loaded above its safe working load Where work involves leaning out on an open leading edge, then all personnel are to be fitted with full body harness. The harness must be connected at all times All fall arrest equipment to be correctly maintained Ensure if ladders are being used for access, they are either footed or tied. Also the ladder must be set at the correct level of 1 in 4 or approximately 75°

ISSUE REGISTER

Date of Original Safety Specification Compilation	Compiled By	Issue Date	Revision Date

Acknowledgement:

I, _____ representing
 _____ (Contractor), have satisfied myself with
 the content of this Health and Safety Specification and shall ensure that our employees and contractors on site
 comply with the requirements of this document, our safety documentation and health and safety legislation.

 Signature of Contractor

 Date

Comments:

C6.0

**SUPPLY, DELIVERY AND INSTALLATION OF HIGH MAST LIGHTS IN
THEEWATERSKLOOF MUNICIPAL AREA**

ELEC 06/2021/22

**APPENDIX C
FUNCTIONALITY EVALUATION FORM**

SUPPLY, DELIVERY AND INSTALLATION OF HIGH MAST LIGHTS IN THEEWATERSKLOOF MUNICIPAL AREA

ELEC 06/2021/22

APPENDIX C : FUNCTIONALITY EVALUATION FORM

TENDER NO.: ELEC 06/2021/22

TENDER TITLE: SUPPLY, DELIVERY AND INSTALLATION OF HIGH MAST LIGHTS IN THEEWATERSKLOOF MUNICIPAL AREA

Name of Tenderer:

Name of Evaluator:

1. ELIGIBILITY CRITERIA

1.1. Completion of applicable schedules

Returnable Schedule	Page	YES	NO	Comments
Schedule 1D	T2.9 – 10			
Schedule 1E	T2.11			
Schedule 1F	T2.12			

1.2. Declaration of tender eligibility in terms of functionality

I hereby declare that the tender offer of

is **ELIGIBLE / NOT ELIGIBLE** for evaluation.

Reasons for tender offer not being eligible (if applicable):

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Signed by evaluator: Date:

2. FUNCTIONALITY EVALUATION CRITERIA

2.1. Experience of key-personnel (maximum 20 points)

Points for demonstrated experience of the tenderer's key personnel to be directly involved with this contract (if awarded) will be scored based on the information supplied by the tenderer in Schedule 1D of Part T2.2: Returnable Schedules (also refer to F.2.1.1.1 of Part T1.2 Tender Data for explanation of functionality criteria).

Points will be allocated according to the tables below:

CONTRACT'S MANAGER		
Experience as Contract's Manager on successfully completed <u>Installation of 20m scissor type Highmast LIGHTS project</u>	Points	Score (A₁)
More than R500 000 (incl. VAT)	9	
OR R250 000 to R500 000 (incl. VAT)	6	
OR less than R250 000 (incl. VAT)	4	
OR None	0	
Tertiary Qualification	Points	Score (A₂)
Degree or National Diploma in Electrical Engineering	1	
None	0	
Score		A₁ + A₂ =

SITE AGENT		
Experience as Site Agent on successfully completed <u>Installation of 20m scissor type Highmast LIGHTS project</u>	Points	Score (A₃)
More than R500 000 (incl. VAT)	9	
OR R250 000 to R500 000 (incl. VAT)	6	
OR less than R250 000 (incl. VAT)	4	
OR None	0	
Tertiary Qualification	Points	Score (A₄)
Degree or National Diploma in Electrical Engineering	1	
None	0	
Score		A₃ + A₄ =
Total (A)		A₁ + A₂ + A₃ + A₄ =

Note: One person only to qualify for each position listed above

2.2. Previous experience on contracts of similar value and nature (maximum 20 points)

Points for the tenderer's past experience in terms of similar successfully completed electrification projects will be scored based on the information supplied by the tenderer in Schedule 1E of Part T2.2: Returnable Schedules (also refer to F.2.1.1.2 of Part T1.2 Tender Data for explanation of functionality criteria).

Points will be allocated according to the table below:

Successfully completed installation of 20m scissor type Highmast LIGHTS project	Points	Score (B)
More than R500 000 (incl. VAT)	2 projects or more = 20 1 project only = 14	
OR R250 000 to R500 000 (incl. VAT)	2 projects or more = 10 1 project only = 6	
OR less than R250 000 (incl. VAT)	2 projects or more = 4 1 project only = 2 0 project only = 0	
Score (B)		B =

2.3. Availability of resources (maximum 5 points)

Points for tenderer's demonstrated understanding of the scope of work of this specific contract and his associated resources to be allocated to this project, will be scored based on the information provided by the tenderer in Schedule 1F of Part T2.2: Returnable Schedules (also refer to F.2.1.1.3 of Part T1.2 Tender Data for explanation of functionality criteria).

Points will be allocated according to the table below:

Allocation of resources	Points	Score (C)
Schedule fully completed with specific reference to the scope of work. Full understanding demonstrated	5	
Schedule completed with limited reference to the scope of work. Limited understanding demonstrated.	3	
No information provided	0	
Score (C)		C =

2.4. Financial standing (maximum 15 points)

Points for tenderer's financial standing will be scored based on the information as received from the financial institution. (Refer to F.2.1.1.4 of Part T1.2: Tender Data for explanation of functionality criteria).

Points will be allocated according to the table below:

Allocation of resources	Points	Score (D)
Category A - C : Good for the amount quoted if strictly in the way of business	15	
Category D - E : Figure considered too high	0	
	Score (D)	D =

TOTAL SCORE A + B + C + D =

MINIMUM POINTS REQUIRED

48