

Tender ENG002/2022

GEORGE MUNICIPALITY



TENDER NUMBER: ENG002/2022

**TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY
AND INSTALLATION OF HIGH MAST LIGHTING FOR A PERIOD OF THREE-
YEARS, FROM DATE OF APPOINTMENT, IF AND WHEN REQUIRED**

ENQUIRIES: Mr Eddie Nqumse
YORK STREET
GEORGE
(073) 801 9222

ISSUED BY:
THE CITY COUNCIL
MUNICIPALITY OF GEORGE
P O BOX 19
GEORGE
6530

SUMMARY FOR TENDER OPENING PURPOSES

NAME OF BIDDER:

SUPPLIER DATABASE NO.: MAAA

TOTAL PRICE (INCLUDING VAT)	R
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PREFERENCES CLAIMED FOR:

B-BBEE Status Level of Contributor:	
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Preference Points Claimed:	
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B-BBEE certificates submitted with the quotation document MUST be VALID ORIGINAL B-BBEE CERTIFICATES or VALID CERTIFIED COPIES OF THE B-BBEE CERTIFICATES

QUOTATION CLOSES AT 12H00 ON FRIDAY, 24 JUNE 2022

BIDDER CONTACT DETAILS

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

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

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

GEORGE MUNICIPALITY

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GENERAL TENDER INFORMATION

TENDER ADVERTISED	: 12 May 2022
COMPULSORY BRIEFING SESSION	: Friday, 20 May '22 at 11h00
VENUE FOR BRIEFING SESSION	: Committee Room George Municipal Offices Electro Technical Services Brick Road George Industrial George 6530
CLOSING DATE	: 24 June 2022
CLOSING TIME	: 12H00
LOCATION OF TENDER BOX	: Tender Box at the George Municipality, on the First Floor, Directorate: Financial Services, Supply Chain Management Unit, Civic Centre, York Street, George.

GEORGE MUNICIPALITY

DIRECTORATE: ELECTROTECHNICAL SERVICES

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The Tender (Part T)

PART T1 Tender Procedures

- T1.1 Tender Notice and Invitation to Tender
- T1.2 Tender Data

PART T2 Returnable Documents (All documents / schedules are returnable)

- T2.1 List of Returnable Schedules Required for Tender Evaluation
- T2.1 Returnable Schedules
- T2.2 Other documents that will be incorporated into the contract
- T2.4 Returnable Schedules that will be incorporated in the contract

GEORGE MUNICIPALITY
DIRECTORATE: ELECTROTECHNICAL SERVICES
CONTRACT NUMBER: ENG002/2022

**TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY AND
 INSTALLATION OF HIGH MAST LIGHTING FOR A PERIOD OF THREE-
 YEARS, FROM DATE OF APPOINTMENT, IF AND WHEN REQUIRED**

<p>Tenders are hereby invited for the:</p> <p><u>SUPPLY, DELIVERY AND INSTALLATION OF HIGH MAST LIGHTING FOR A PERIOD OF THREE-YEARS, FROM DATE OF APPOINTMENT, IF AND WHEN REQUIRED.</u></p> <p>Completed tenders in a sealed envelope, clearly marked:</p> <p>Tender No. ENG 002/2022, must be placed in the tender box at the George Municipality on the First Floor, Department: Financial Services, Supply Chain Management, York Street, George by no later than 12:00 on Friday, 24 June 2022. Tenders will be opened on the same day in the Committee Room at 12:05. Late or unmarked tenders will not be considered. No posted tenders or tenders per fax or e-mail will be accepted.</p> <p>Tenderers must be registered with the CIDB and it is estimated that tenderers should have a grading designation of 4EP or higher.</p> <p>A compulsory briefing session will be held on Friday, 20 May 2022 at 11:00 in the Committee Room, George Municipal Offices, Electro Technical Services, Brick Road, George Industrial.</p> <p>Non-attendance of the compulsory briefing session will disqualify your tender.</p> <p>Tender documents are available at a non-refundable deposit of R 236-00 each from the Supply Chain Management Unit, First Floor, Civic Centre, York Street, George.</p> <p>Tender documents are available on the George Municipality's website: www.george.gov.za, free of charge.</p> <p>Stage 1: Local content Only tenders scoring the minimum in stage 1 will be further considered for evaluation in stage 2. The stipulated minimum threshold percentages for local production and content for the Steel products and components:</p>	<p>Tenders word hiermee ingewag vir die van:</p> <p><u>VOORSIENING, AFLEWERING EN INSTALLERING VAN HOËMASBELIGTING VIR 'N PERIODE VAN DRIE JAAR, VANAF AANSTELLING, SOOS EN WANNEER BENODIG WORD.</u></p> <p>Voltooide tenders in 'n verseëlde koevert, duidelik gemerk:</p> <p>Tender Nr . ENG 002/2022, moet voor Vrydag, 24 June 2022 om 12:00 in die tenderbus by die George Municipaaliteit op die Eerste Vloer, Departement: Finansiële Dienste, Voorsieningskanaal Bestuurseenheid, Burgersentrum, Yorkstraat, George geplaas word. Tenders sal om 12:05 dieselfde dag in die Komiteekamer oopgemaak word. Laat of ongemerkte tenders sal nie oorweeg word nie. Geen tenders per pos, faks of e-pos sal aanvaar word nie.</p> <p>Tenderaars moet by die CIDB geregistreer wees en dit word geraam dat tenderaars 'n graderingsvlak van 4EP of hoer moet hê.</p> <p>'n Verpligte inligtingsvergadering sal in die Komiteekamer, George Municipale Kantore, Elektro-tegniese Dienste, Brick Road, George Industrieel op Vrydag, 20 Mei 2022 om 11:00 gehou word.</p> <p>Indien die verpligte inligtingsvergadering nie bygewoon word nie, sal u tender gediskwalifiseer word.</p> <p>Tender dokumente is verkrybaar teen 'n R236-00 nie-terugbetaalbare deposito elk by die Voorsieningskanaalbestuur Eenheid op die Eerste Vloer, Burgersentrum, Yorkstraat, George.</p> <p>Tender dokumente is gratis op die George Municipaliteit se webblad beskikbaar: www.george.gov.za</p> <p>Fase 1: Plaaslike Inhoud Slegs tenderaars wat 'n minimum behaal in fase 1, sal verder vir evaluering in fase 2 oorweeg word. Die vasgestelde minimum persentasies vir plaaslike produksie en inhoud vir die sector Staal produkte en komponente:</p>
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<ul style="list-style-type: none">• Steel products & components – 100%• Electrical and Telecom Cable – 90%• Cement – 100% <p>Stage 2: Tenders will be evaluated and adjudicated in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) Regulations 2017 and the George Municipality's Supply Chain Management Policy, where 80 points will be scored for price and 20 points for B-BBEE status.</p> <p>For more information, contact Mr. Eddie Nqumse at (044) 801 9222/ennqumse@george.gov.za</p> <p>The Municipality reserves the right to withdraw any invitation to tender and/or to readvertise or to reject any quotation or to accept a part of it. The Municipality is not bound to accept the lowest or any tender .</p> <p>A TCS PIN for bidders' tax compliance information must be submitted with the tender document.</p> <p>It will be required from all successful bidders to register on the Central Supplier Database (CSD).</p> <p>DR M GRATZ MUNICIPAL MANAGER GEORGE MUNICIPALITY GEORGE 6530</p>	<ul style="list-style-type: none">• Staal Produkte en komponent – 100%• Elektiese & Telekommunikasie Kabels – 90%• Cement – 100% <p>Fase 2: Tenders sal ge-evalueer en toegeken word in terme van die Wet op die Raamwerk vir Voorkeurverkrygingsbeleid (Wet 5 van 2000) Regulasies 2017, asook George Munisipaliteit se Voorsieningskanaalbestuursbeleid, waar 80 punte ten opsigte van die prys en 20 punte ten opsigte van B-BBEE status toegeken sal word.</p> <p>Vir verdere inligting, kontak Mnr. Eddie Nqumse , by (044) 801 9222/ennqumse@george.gov.za</p> <p>Die Munisipaliteit behou die reg voor om enige versoek vir 'n tender terug te trek en/of te her-adverteer of enige tender te verworp of gedeeltelik te aanvaar. Die Munisipaliteit is nie daartoe gebind om die laagste of enige tender te aanvaar nie.</p> <p>'n "TCS PIN" vir bieërs se belasting nakoming inligting moet ingesluit wees by die tender dokument.</p> <p>Dit sal van alle suksesvolle bieërs verwag word om op die Sentrale Verskaffersdatabasis (SVD) te regstreer.</p> <p>DR M GRATZ MUNISIPALE BESTUURDER GEORGE MUNISIPALITEIT GEORGE 6530</p>
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Tender Data (T1.2)

Clause number	The conditions of Tender are the Standard Conditions of Tender as contained in the Construction Industry Development Board (CIDB) Standard for Uniformity in Engineering and Construction Works Contracts, August 2019 (See www.cidb.org.za). The Standard Conditions of Tender for Procurements make several references to the Tender Data for details that apply specifically to this Tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of Tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.
C.1	General
C.1.1	The Employer is the GEORGE MUNICIPALITY, DIRECTORATE: ELECTROTECHNICAL SERVICES, PO Box 19, George, 6530.
C.1.2	Tender Documents The Tender documents issued by the Employer comprise: The Tender Part T1: Tender Procedures T1.1 Tender notice and invitation to tender T1.2 Tender data Part T2 Returnable Documents T2.1 List of returnable documents T2.1 Returnable schedules T2.2 Other documents required for tender evaluation purposes T2.3. Returnable schedules that will be incorporated in the contract The Contract Part C1: Agreement and contract data C1.1 Form of offer and acceptance C1.2 Contract data C1.3 Objections and Complainants form Part C2: Pricing data C2.1 Pricing instructions C2.2 Pricing Schedule / Bill of Quantities / Activity Schedule Part C3: Scope of Works C3.1 Description of works C3.2 Engineering C3.3 Procurement C3.4 Construction C3.5 Management C3.1 Annexures Part C4: Site Information C4.1 Site Information

C.1.3	Interpretation
C.1.3.1	The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.
C.1.3.2	These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender/quote.
C.1.3.3	<p>For the purposes of these conditions of tender, the following definitions apply:</p> <p>a) conflict of interest means any situation in which:</p> <ul style="list-style-type: none"> i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially; ii) an individual or tenderer is 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. <p>b) comparative offer means the price after the factors of a non-firm price and all unconditional discounts it can be utilized to have been taken into consideration;</p> <p>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;</p> <p>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.</p>
C.1.4	Communication and employer's agent
	<p>Name: Mr Eddie Nqumse Address: 71 York Street, George Tel: (044) 801 9222 E-mail: enqumse@george.gov.za.</p>
C.1.5	Cancellation and Re-Invitation of Tenders
C.1.5.1	<p>An employer may, prior to the award of the tender, cancel a tender if-</p> <ul style="list-style-type: none"> 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.2	Tenderer's obligations
C.2.1	Eligibility

C.2.1	<p>Only those tenderers who satisfy the following criteria are eligible to submit tenders:</p> <p>a) 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 CE class of construction work, are eligible to have their tenders evaluated. A 4EP contractor grading designation or higher is anticipated.</p> <p>b) Joint ventures provided that:</p> <ul style="list-style-type: none">i) Every member of the joint venture is registered with the CIDB;ii) The lead partner has a contractor grading designation not lower than one level below the required SL designation class of construction work;iii) The combined contractor grading designation calculated in accordance with the Construction Industry Development Board Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for that CE class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations; andiv) All members of the joint venture submit copies of the returnable documentation or original copies where it is so stipulated, as well as for the following:<ul style="list-style-type: none">• The tax compliance status PIN must be for the Joint Venture / Consortium or individual tax compliance status PIN's for all the members of the Joint Venture.• A valid consolidated BBBEE Verification Certificate must be submitted for the Joint Venture / Consortium, failing which the Tenderer will score zero points for Preference.
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Tender Data

Part T1.2

C.2.1.1	<p>Only Tenderers that meet the following pre-qualification conditions are eligible to have their tenders further evaluated.</p> <ul style="list-style-type: none">(a) Quality control practices and procedures which ensure compliance with stated employer's requirements.(b) Availability of resources.(c) Capacity to mobilize own and sub-contracting resources.(d) Availability of skills to manage and perform the contract (assigned personnel).(e) Quality achievements on previous contracts of a similar nature.(f) Previous work of a similar nature. <p>1. Supply only locally produced goods meeting the following minimum threshold for local production and content:</p> <ul style="list-style-type: none">• Steel products & components – 100%• Electrical and Telecom Cable – 90%• Cement – 100% <p>For this purpose, the MBD 6.2 – Declaration Certificate for Local Content which is attached under Part T2.2.11 must be completed and duly signed. The exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date of the advertisement of the tender, and the South African Bureau of Standards (SANS) approved technical specification number SATS 1286:2011 method must be used for the calculation of the local production and content.</p> <p>2. A minimum CIDB contractor grading designation of 4EP or higher and must be registered on the central supplier's database (CSD). The Contractor's grading must, however, be in accordance with the total sum awarded to that particular Contractor. Proof of the Tenderer's CIDB registration and contractor grading and CSD registration must be submitted with the tender.</p> <p>Tenderers who fail to comply with these conditions will be disqualified.</p>
	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	The arrangements for a compulsory clarification meeting are:
	<p>Date: 20 May 2022 Starting time: 11h00</p> <p>Location: Committee Room, George Municipal Offices, Electro Technical Services, Brick Road, George Industrial, George.</p>
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	No alternative tender offers will be considered.
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.

Tender Data**Part T1.2**

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. <u>The Employer's address for delivery of tender offers and identification details are:</u> George Municipality, First Floor, Directorate: Financial Services, Supply Chain Management Unit, Civic Centre, York Street, George (location of tender box). The identification details are: Tender number ENG002/2022
C.2.13.6	A two-envelope system will not be followed.
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 received 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. The closing time for submission of tender offers is at 12H00 on 24 June 2022
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	The tender offer validity period is 84 days.
C.2.17	Clarification of tender offer after submission

Tender Data**Part T1.2**

	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.
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.2.19	Inspections, tests, and analysis
	Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.
C.2.22	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.3.4.1	The time and location for opening of the tender offers is: 12h05 on 24 June 2022. The Tender Box at the George Municipality is on the First Floor, Directorate: Financial Services, Supply Chain Management Unit, Civic Centre, York Street, George. Tenders will be opened in the Committee Room
C.3.11	Evaluation of tender offers
	Method 1: Price and Preference will be used 1) Score tender evaluation points for price. 2) Score points for BBBEE contribution. Add the points scored for price and BBBEE to two decimal places
C.3.13	Acceptance of tender offer

Tender Data**Part T1.2**

	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.3.17	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.

B-BBEE certificates submitted with the tender documents MUST be a VALID ORIGINAL B-BEEE CERTIFICATE or VALID CERTIFIED COPY OF THE B-BEE CERTIFICATE.

In the case of a Trust, Consortium or Joint Venture, they will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

TAX COMPLIANCE INFORMATION**PART A**

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

PART B
TERMS AND CONDITIONS FOR BIDDING

1. TAX COMPLIANCE REQUIREMENTS		
1.1	Bidders must ensure compliance with their tax obligations.	
1.2	Bidders are required to submit their unique personal identification number (PIN) issued by SARS to enable the organ of state to view the taxpayer's profile and tax status.	
1.3	Application for the tax compliance status (TCS) certificate or PIN may also be made via E-Filing. In order to use this provision, taxpayers will need to register with SARS as E-Filers through the website WWW.SARS.GOV.ZA .	
1.4	Foreign suppliers must complete the pre-award questionnaire in part B2.	
1.5	Bidders may also submit a printed TCS certificate together with the bid.	
1.6	In bids where consortia / joint ventures / sub-contractors are involved; each party must submit a separate TCS certificate / PIN / CSD number.	
1.7	Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided.	
2. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS [Tick Applicable Box]		
2.1	Is the entity a resident of the Republic of South Africa (RSA)?	YES NO
2.2	Does the entity have a branch in the RSA?	YES NO
2.3	Does the entity have a permanent establishment in the RSA?	YES NO
2.4	Does the entity have any source of income in the RSA?	YES NO
2.5	Is the entity liable in the RSA for any form of taxation?	YES NO
IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 ABOVE.		

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

Signature of Bidder:

Capacity Under Which This Bid Is Signed:

Date:

DECLARATION OF INTEREST

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

Tender Data – Annexure “A”**Part T1.2**

3.9	Have you been in the service of the state for the past twelve months? If so, furnish particulars. 	YES / NO
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? If yes, furnish the following particulars: Name of person: Name of state institution at which you or the person connected to the bidder is employed: Position occupied in the state institution: Any other particulars:	YES / NO
3.11	Are you aware of any relationship (family, friend, other) between the bidder and any person in the service of the state who may be involved with the evaluation and or adjudication of this bid? If yes, furnish the following particulars: Name of person: Name of state institution at which you or the person connected to the bidder is employed: Position occupied in the state institution:	YES / NO
3.12	Are any of the company's directors, managers, principal	YES / NO

Tender Data – Annexure “A”**Part T1.2**

3.12.1	<p>shareholders or stakeholders in the service of the state?</p> <p>If yes, furnish the following particulars:</p> <p>Name of person / director / trustee / shareholder / member:</p> <p>.....</p> <p>Name of state institution at which you or the person connected to the bidder is employed:</p> <p>.....</p> <p>Position occupied in the state institution:</p> <p>Any other particulars:</p> <p>.....</p>	
3.13	<p>Is any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in the service of the state?</p> <p>If yes, furnish the following particulars:</p> <p>Name of person / director / trustee / shareholder / member:</p> <p>.....</p> <p>Name of state institution at which you or the person connected to the bidder is employed:</p> <p>.....</p> <p>Position occupied in the state institution:</p> <p>Any other particulars:</p> <p>.....</p>	YES / NO
3.14.1	<p>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?</p> <p>If yes, furnish particulars:</p> <p>.....</p>	YES / NO

Tender Data – Annexure “A”**Part T1.2**

																													
<p>4. Full details of directors / trustees / members / shareholders:</p> <p>THE FOLLOWING INFORMATION IS COMPULSORY TO COMPLETE:</p> <table border="1"> <thead> <tr> <th>Full Name</th> <th>Identity Number</th> <th>Individual Tax Number for each Director</th> <th>State Employee Number (where applicable)</th> </tr> </thead> <tbody> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> </tbody> </table> <p>5. The contract will be automatically cancelled if there is a conflict of interest which is not disclosed by the bidder.</p>			Full Name	Identity Number	Individual Tax Number for each Director	State Employee Number (where applicable)																								
Full Name	Identity Number	Individual Tax Number for each Director	State Employee Number (where applicable)																											

Protection of Personal Information Act, 2013 (Act no.4 of 2013) (POPIA)

All parties agree that they will comply with Protection of Personal Information Act, 2013 (Act no.4 of 2013) (POPIA) and process all the information and/or personal data in respect of the goods and/or services being rendered in accordance with the said act and only for the purpose of providing the goods and/or services set out in the agreement to provide such goods and/or services.

The contract between the municipality and the service provider must ensure compliance with the Protection of Personal Information Act, 2013 (Act no.4 of 2013) (POPIA), in that the service provider establishes and maintains security measures to safeguard personal information being processed on behalf of the municipality. The service provider must notify the municipality immediately in an event where there are reasonable grounds to believe personal information has been accessed by an unauthorised person.

The contract with a service provider must ensure confidentiality of personal information processed on behalf of the municipality. A supply contract with a service provider must include standard clauses outlining joint responsibility in terms of the protection of personal information.

.....
Signature.....
Date.....
Capacity.....
Name of Bidder

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

- (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the National Assembly or the National Council of Provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official or any Municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (e) a member of the accounting authority of any national or provincial entity; or
- (f) an employee of Parliament or a provincial legislature.

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

MBD 6.1**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017**

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
 - a) The value of this bid is estimated to **not exceed** R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable; or
 - b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).
- 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	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
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

Tender Data – Annexure “A”

Part T1.2

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) **“price”** 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. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4. POINTS AWARDED FOR PRICE

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

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

80/20

90/10

Tender Data – Annexure “A”

Part T1.2

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

4.2 FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME-GENERATING PROCUREMENT

4.3 POINTS AWARDED FOR PRICE

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

80/20

90/10

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmax = Price of highest acceptable bid

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

5.1 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 (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

Tender Data – Annexure “A”**Part T1.2****6. BID DECLARATION**

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

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

7.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 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.

8. SUB-CONTRACTING

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

(Tick applicable box)

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

8.1.1 If yes, indicate:

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

(Tick applicable box)

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

- 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 least 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		

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:.....

....

Tender Data – Annexure “A”		Part T1.2
9.2	VAT number:.....	registration
9.3	Company number:.....	registration
9.4	TYPE OF COMPANY/ FIRM	
	<input type="checkbox"/> Partnership/Joint Venture / Consortium <input type="checkbox"/> One person business/sole proprietor <input type="checkbox"/> Close corporation <input type="checkbox"/> Company <input type="checkbox"/> (Pty) Limited [<i>TICK APPLICABLE BOX</i>]	
9.5	DESCRIBE PRINCIPAL BUSINESS ACTIVITIES
9.6	COMPANY CLASSIFICATION	<input type="checkbox"/> Manufacturer <input type="checkbox"/> Supplier <input type="checkbox"/> Professional service provider <input type="checkbox"/> Other service providers, e.g. transporter, etc. [<i>TICK APPLICABLE BOX</i>]
9.7	MUNICIPAL INFORMATION	Municipality where business is situated: Registered Account Number: Stand Number:
9.8	Total number of years the company/firm has been in business:.....	
9.9	I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of 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;	

Tender Data – Annexure “A”**Part T1.2**

- 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.

WITNESSES

- 1.
- 2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

SWORN AFFIDAVIT – BBBEE EXEMPTED MICRO ENTERPRISE**SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE**

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

3. I hereby declare under oath that:
 - The enterprise is _____ % black owned;
 - The enterprise is _____ % black woman owned;
 - Based on the management accounts and other information available on the _____ financial year, the income did not exceed R10,000,000.00 (ten million rands);
 - Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box**.

100% black owned	Level One (135% B-BBEE procurement recognition)	
More than 51% black owned	Level Two (125% B-BBEE procurement recognition)	
Less than 51% black owned	Level Four (100% B-BBEE procurement recognition)	

4. The entity is an empowering supplier in terms of **the dti** Codes of Good Practice.
5. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
6. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

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 subcontract 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.

Tender Data – Annexure “A”**Part T1.2**

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_development/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>
STEEL PRODUCTS AND COMPONENTS	100%
ELECTRICAL AND TELECOM CABLE	90%
CEMENT	100%

3. Does any portion of the goods or services offered have any imported content?

(*Tick applicable box*)

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

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.

3. 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	100% & 90% &100%

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:** _____

Local Content Declaration – Summary Schedule

Annex C

(C1)	Tender No.		
(C2)	Tender description:		
(C3)	Designated product(s)		
(C4)	Tender Authority:		
(C5)	Tendering Entity name:		
(C6)	Tender Exchange Rate:		
(C7)	Specified local content %		

Signature of tenderer from Annex B:..... Date:.....

Imported Content Declaration – Supporting Schedule to Annex C

Annex D

SATS 1286.2011

(D1)	Tender No.		
(D2)	Tender description:		
(D3)	Designated product(s)		
(D4)	Tender Authority:		
(D5)	Tendering Entity name:		
(D6)	Tender Exchange Rate:		
	Pula -	EU -	GBP -

Note: VAT to be excluded from calculations

B. Imported directly by the Tenderer

This total must correspond with Annex C-
C21

Annex D (contd.)

C. Imported by a 3rd party and supplied to the Tenderer

D. Other foreign currency payments

(D52) Total of foreign currency payments declared by tenderer
and/or 3rd party
(D53) Total of imported content & foreign currency payments – (D32),
(D45) & (D52) above

Date:
Signature of tenderer from Annex B:

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Local Content Declaration – Supporting Schedule to Annex C

Annex E SATS 1286.2011

(E1)	Tender No.
(E2)	Tender description:
(E3)	Designated product(s)
(E4)	Tender Authority:
(E5)	Tendering Entity name:

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
(E6)	(E7)	(E8)	
(E9) Total local products (Goods, Services and Works)		R.....	
(Tenderer's manpower cost)		R.....	
(E10) [REDACTED]		R.....	
(E11) [REDACTED]		R.....	
(Rental, depreciation & amortisation, utility costs, consumables, etc)		R.....	
(E12) [REDACTED]		R.....	
(Marketing, insurance, financing, interest, etc)		R.....	
(E13) Total local content		R.....	
This total must correspond with Annex C – C24			

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's ebsite (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		

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

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

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

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

.....

.....

Signature

Date

.....

.....

Position

Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38(1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - 3.1 take all reasonable steps to prevent such abuse;
 - 3.2 reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - 3.3 cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

GEORGE MUNICIPALITY

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

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

6. I have read and I understand the contents of this Certificate;
7. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
8. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
9. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
10. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - 10.1 has been requested to submit a bid in response to this bid invitation;
 - 10.2 could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - 10.3 Provides the same goods and services as the bidder and/or is in the same line of business as the bidder.

MBD9

- 11 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
- 12 In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - 12.1 prices;
 - 12.2 geographical area where product or service will be rendered (market allocation);
 - 12.3 methods, factors or formulas used to calculate prices;
 - 12.4 the intention or decision to submit or not to submit, a bid;
 - 12.5 the submission of a bid which does not meet the specifications and conditions of the bid; or bidding with the intention not to win the bid.
- 13 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 14 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 15 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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

CERTIFICATE FOR MUNICIPAL SERVICES (COMPULSORY TO COMPLETE)

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

Tender Number: ENG002 OF 2022

Name of the Bidder: _____

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

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

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

Name of Director / Member / Partner	Identity Number	Physical residential address of Director / Member / Partner	Municipal Account number(s)

I, _____, the undersigned,
 (full name in block letters)
 certify that the information furnished on this declaration form is correct and that
 I/we have no undisputed commitments for municipal services towards a
 municipality or other service provider in respect of which payment is overdue for
 more than 30 days.

 Signature

THUS DONE AND SIGNED for and on behalf of the Bidder / Contractor

at _____ on the _____ day of _____ 2022

PLEASE NOTE:

MUNICIPAL ACCOUNTS FOR ALL PROPERTIES OWNED BY BIDDER/S MUST BE ATTACHED TO THE TENDER DOCUMENT!

Even if the requested information is not applicable to the Bidder, the table above should be endorsed NOT APPLICABLE with a reason and THIS DECLARATION MUST STILL BE COMPLETED AND SIGNED. In the event of leasing, a lease agreement MUST be attached to the tender document.

Returnable Documents

Part T2

GEORGE MUNICIPALITY

DIRECTORATE: ELECTROTECHNICAL SERVICES

CONTRACT NUMBER: ENG002/2022

**TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY AND
INSTALLATION OF HIGH MAST LIGHTING FOR A PERIOD OF THREE-
YEARS, FROM DATE OF APPOINTMENT, IF AND WHEN REQUIRED**

Returnable Documents (Part T2)

*(**ALL** Documents and Schedules **MUST BE RETURNED** for the
TENDER to Qualify)*

- T2.1 List of Returnable Schedules Required for Tender Evaluation
- T2.1 Returnable Schedules
- T2.2 Other documents that will be incorporated into the contract
- T2.3 Returnable Schedules that will be incorporated in the contract

NOTE:

Although the documents under Part T2 is headed “Returnable Documents” in line with the CIDB model, these are not the only documents to be returned together with the Tender. **All** the documents indicated on document T1, must be completed and signed where applicable and submitted as a **complete set of documents**.

GEORGE MUNICIPALITY

DIRECTORATE: ELECTROTECHNICAL SERVICES

CONTRACT NUMBER: ENG002/2022

**TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY AND
INSTALLATION OF HIGH MAST LIGHTING FOR A PERIOD OF THREE-YEARS, FROM
DATE OF APPOINTMENT, IF AND WHEN REQUIRED**

List of Returnable Schedules Required for Tender Evaluation Purposes (T2.1)

- Form 2.1.1 General Information
- Form 2.1.2 Authority for Signatory
- Form 2.1.3 Schedule of Work Carried Out by Tenderer
- Form 2.1.4 Proposed Key Personnel
- Form 2.1.5 Schedule of Infrastructure and Resources
- Form 2.1.6 Schedule of Approach and Methodology
- Form 2.1.7 Schedule of Proposed Sub-Contractors
- Form 2.1.8 Financial References

FORM 2.1.1 GENERAL INFORMATION

1. Name of tendering entity: _____

1. Contact details

Address : _____

Tel no : (_____) _____

Fax no : (_____) _____

E-mail address : _____

2. Legal entity: Mark with an **X**.

Sole proprietor	
Partnership	
Close corporation	
Company (Pty) Ltd	
Joint venture	

In the case of a Joint venture, provide details on joint venture members:

Joint venture member	Type of entity (as defined above)

3. Income tax reference number: _____
(in the case of a joint venture, provide for all joint venture members)
4. Regional services area where the enterprise is registered: _____
(In the case of a joint venture, provide for all joint venture members)
5. Regional services levy registration number: _____
(In the case of a joint venture, provide for all joint venture members)

6. VAT registration number: _____ (In the case of a joint venture, provide for all joint venture members)
8. Company or closed corporation registration number: _____ (In the case of a joint venture, provide for all joint venture members)
9. Details of proprietor, partners, closed corporation members, or company directors, indicating technical qualifications where applicable (Form on the next page).
10. For joint ventures the following must be attached (**COMPULSORY**):
 - Written power of attorney for authorised signatory.
 - **Pro-forma of the joint venture agreement.**
* If the Joint Venture Agreement is not attached, the tender will not be considered!

DETAILS OF PROPRIETOR, PARTNERS, CLOSED CORPORATION MEMBERS OR COMPANY DIRECTORS

Name and Identity Number	Relevant qualifications and experience	Years of relevant experience

Name of Tendering Entity :**Signature :****Date :**

Returnable Schedules Required For Tender Evaluation**Part T2.1****FORM 2.1.2 AUTHORITY FOR SIGNATORY**

Details of person responsible for Tender process

Name
.....

Contact number (.....)
.....

Address of office submitting the Tender
.....
.....

Telephone no (.....)
.....

Fax no (.....)
.....

E-mail address
.....

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

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

Mr.

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

(BLOCK CAPITALS)

.....
.....

SIGNED ON BEHALF OF THE COMPANY

IN HIS CAPACITY AS

DATE

FULL NAMES OF SIGNATORY

AS WITNESSES 1.

2.
FORM 2.1.3 SCHEDULE OF WORK CARRIED OUT BY TENDERER

Previous experience

Provide the following information on relevant previous experience (indicate specifically projects of similar or larger size and/or which is similar with regard to type of work. In addition to any requirements, bidders must furnish particulars of:

- a. all consultancy services provided to an organ of state in the last five years;
 - b. any similar consultancy services provided to an organ of state in the last five years.

This information is material to the award of the Contract.

Name of Tendering Entity:

Signature :

Date :

FORM 2.1.4 PROPOSED KEY PERSONNEL

The Tenderer shall list below the key personnel (including first nominee and the second-choice alternate), whom he proposes to employ on the project should his Tender be accepted, both at his headquarters and on the Site, to direct and for the execution of the work, together with their qualifications, experience, positions held and their nationalities.

DESIGNATION	NAME OF NOMINEE / ALTERNATE	NATIONALITY:	SUMMARY OF QUALIFICATIONS AND NQF STATUS		HDI Status Yes/No	Fee (Time Based)
			QUALIFICATIONS AND NQF STATUS	EXPERIENCE AND PRESENT OCCUPATION		
HEADQUARTERS Partner/director						
Project manager						
Other key staff (give designation)						

Name of Tendering Entity :

Signature :

Date :

Returnable Schedules Required For Tender Evaluation

Part T2.1

Form 2.1.4 continued

DESIGNATION	NAME OF NOMINEE / ALTERNATE	NATIONALITY:	SUMMARY OF QUALIFICATIONS AND NQF STATUS		HDI Status Yes/No	Fee (Time Based)
			EXPERIENCE AND PRESENT OCCUPATION			
<u>CONSTRUCTION</u> <u>MONITORING</u> Engineer on Site						
Other key staff (give designation)						

Name of Tendering Entity :

Signature :

Date :

FORM 2.1.5**SCHEDULE OF INFRASTRUCTURE AND RESOURCES**

Provide information on the following:

Infrastructure and resources available**Physical facilities**

Description	Address	Area (m ²)

Equipment

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

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

Size of enterprise and current workload

What was your turnover in the previous financial year?

.....

What is the estimated turnover for your current financial year?

.....

Returnable Schedules Required For Tender Evaluation

Part T2.1

List your current contracts and obligations

Description	Value ®	Start date	Duration	Expected completed date

Do you have the capacity to supply the goods and services described in this Tender, should the contract be awarded to you?

Staffing Profile

Provide information on the staff that you have available to execute this contract (attach a separate list if the space provided is insufficient)

Name of Tendering Entity :

Signature :

Date :

Returnable Schedules Required For Tender Evaluation

Part T2.1

FORM 2.1.6 SCHEDULE OF APPROACH AND METHODOLOGY/ WORK PLAN

Understanding the terms of reference / brief

1. Do you as the contractor understand what is required in terms of the project stated above?

Yes **No** (Tick Appropriate Block)

2. If you answered Yes to question 1 above, please explain briefly your understanding of the project in no more than 50 words:

3. Considering questions 1 and 2 above, please provide in summary, details of your proposed approach and work plan to the successful completion of the above project.

4. Briefly state if you have any innovative approach for this particular project mentioned above, that you feel will be unique but also economically superior to the normal workable approach at presently undertaken as the norm.

Name of Tendering Entity :

Signature :

Date :

FORM 2.1.7**SCHEDULE OF PROPOSED SUB-CONTRACTORS**

The Tenderer shall, in accordance with the provisions of condition of Tender, list below the sub-contractors he/she proposes to employ for part(s) of the work.

If any or all of the sub-contractor/s listed hereunder are not approved subsequent to acceptance of the Tender, it shall in no way invalidate the Tender or the Contract, and the Tendered unit rates for the respective items of work shall remain final and binding even if sub-contractor/s not listed below is approved by the Employer.

PART OR TYPE OF WORK	PROPOSED SUB-CONTRACTOR	WORK RECENTLY EXECUTED BY SUB-CONTRACTOR

FORM 2.1.8 FINANCIAL REFERENCES**FINANCIAL STATEMENTS**

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

DETAILS OF TENDERING ENTITY'S BANK

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

DESCRIPTION OF BANK DETAIL	BANK DETAILS APPLICABLE TO TENDERER 'S HEAD OFFICE
Name of bank	
Branch name	
Branch code	
Street address	
Postal address	
Name of manager	
Telephone number	()
Fax number	()
Account number	

Returnable Schedules that will be incorporated into Contract

Part T2.2

GEORGE MUNICIPALITY

DIRECTORATE: ELECTROTECHNICAL SERVICES

CONTRACT NUMBER: ENG002/2022

**TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY AND
INSTALLATION OF HIGH MAST LIGHTING FOR A PERIOD OF THREE-
YEARS, FROM DATE OF APPOINTMENT, IF AND WHEN REQUIRED**

Other Documents Required For Tender Evaluation Purposes (Part T2.2)

- | | |
|------------|---|
| Form 2.2.1 | Certificate of Tenderer's Attendance at the Compulsory Information Session/Meeting |
| Form 2.2.2 | Written Proof of Tenderers registration at the Construction Industry Development Board (CIDB) |

Returnable Schedules that will be incorporated into Contract

Part T2.2

**FORM 2.2.1 CERTIFICATE OF TENDERER'S ATTENDANCE AT THE
COMPULSORY CLARIFICATION MEETING**

This is to certify that I,
representative of (Tenderer)

of (address)

Telephone number

Fax number

attended Clarification Meeting on **Friday, 20 May 2022 at 11:00** in the company

of (George Municipality / Employer's Representative)

PLEASE NOTE:

Tenderers are requested to submit the minutes received at above-mentioned compulsory information session/meeting with their Tender documents. (Non-submission of this information may lead to rejection of this Tender)

TENDERER'S REPRESENTATIVE:

GEORGE MUNICIPALITY / EMPLOYER'S REPRESENTATIVE:

FORM 2.2.2 PROOF OF REGISTRATION AT THE CONSTRUCTION INDUSTRY DEVELOPMENT BOARD (CIDB)

The Tenderer is to affix to this page

:

- Written proof of Tenderers registration at the CIDB

Returnable Schedules that will be incorporated into Contract

Part T2.2

GEORGE MUNICIPALITY

DIRECTORATE: ELECTROTECHNICAL SERVICES

CONTRACT NUMBER: ENG002/2022

**TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY AND
INSTALLATION OF HIGH MAST LIGHTING FOR A PERIOD OF THREE-
YEARS, FROM DATE OF APPOINTMENT, IF AND WHEN REQUIRED**

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

Form 2.2.3

Record of Addenda to Tender Documents

FORM 2.2.3 RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

Attach additional pages if more space is required.

Signed: Date:

Name: Position:

SIGNED ON BEHALF OF TENDERER:

1. Infrastructure and resources available

Evaluation of the following in terms of the size, nature and complexity of goods and/or services required:

- Physical facilities
- Infrastructure and resources available for the contract owned by the Tenderer
- Infrastructure and resources the Tenderer intends renting, should the contract be awarded to him.

2. Size of enterprise, and current workload

Evaluation of the Tenderer's position in terms of:

- Previous and expected current annual turnover
- Current contractual obligations
- Capacity to execute the contract

3. Staffing profile

Evaluation of the Tenderer's position in terms of:

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

4. Previous experience

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

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

5. Financial ability to execute the contract

Evaluation of the Tenderer's financial ability to execute the contract. Emphasis will be placed on the following:

- Professional indemnity
- Contact the Tenderer's bank manager to assess the Tenderer's financial ability to execute the contract and the Tenderer hereby grants his consent for this purpose.

If the Tender does **not** meet the requirements contained in the George Municipality Procurement Policy, and the mentioned framework, it will be rejected by the Council, and may not subsequently be made acceptable by correction or withdrawal of the non-conforming deviation or reservation.

6. Penalties

The George Municipality will if upon investigation it is found that a preference in terms of the Act and these regulations has been obtained on a fraudulent basis, or any specified goals are not attained in the performance of the contract, on discretion of the Departmental Head, one or more of the following penalties will be imposed:

- Cancel the contract and recover all losses or damages incurred or sustained from the Tenderer.
- Impose a financial penalty of twice the theoretical financial preference associated with the claim, which was made in the Tender.
- Restrict the Tenderer, its shareholders and directors on obtaining any business from the George Municipality for a period of 5 years.

Good standing with SA Revenue Services

Attach a valid original tax clearance certificate to the second page of your Tender document.

PLEASE NOTE: In case of a **Joint Venture**, the valid **original tax clearance certificate/s of all the partners in the Joint Venture**, must be **submitted** with the Tender document.

ONLY THE VALID ORIGINAL TAX CLEARANCE
CERTIFICATE/S FROM SARS WILL BE ACCEPTED, CERTIFYING THAT THE
TAXES OF THAT PERSON TO BE IN ORDER, OR THAT SUITABLE
ARRANGEMENTS HAVE BEEN MADE WITH SARS.

Compliance with Employment Equity Act 55 of 1998

Attach a valid certificate from the Department of Labour, or a declaration (Refer to Equity Ownership Table) by the designated EMPLOYER, that the EMPLOYER complies with the relevant chapters of the Employment Equity Act.

A failure to comply with the above is sufficient ground for rejection of any offer to conclude an agreement or for cancellation of the agreement.

Definitions in terms of the last mentioned Act.

“designated EMPLOYER means-

- a) a EMPLOYER who employs 50 or more employees;
- b) a EMPLOYER who employees fewer than 50 employees, but has a total annual turnover that is equal to or above the applicable annual turnover of a small business in terms of Schedule 4 to this Act.”

“Schedule 4”**TURNOVER THRESHOLD APPLICABLE TO DESIGNATED EMPLOYERS**

Sector or sub sector in accordance with the Standard Industrial Classification	Total annual turnover
Agriculture	R 2,00 m
Mining and Quarrying	R 7,50 m
Manufacturing	R 10,00 m
Electricity, Gas and Water	R 10,00 m
Construction	R 5,00 m
Retail and Motor Trade and Repair Services	R 15,00 m
Wholesale Trade, Commercial Agents and Allied Services	R 25,00 m
Catering, Accommodation and other Trade	R 5,00 m
Transport, Storage and Communications	R 10,00 m
Finance and Business Services	R 10,00 m
Community, Social and Personal Services	R 5,00 m

The Contract

Part C

GEORGE MUNICIPALITY

DIRECTORATE: ELECTROTECHNICAL SERVICES

CONTRACT NUMBER: ENG002/2022

**TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY AND
INSTALLATION OF HIGH MAST LIGHTING FOR A PERIOD OF THREE-
YEARS, FROM DATE OF APPOINTMENT, IF AND WHEN REQUIRED**

The Contract (Part C)

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

GEORGE MUNICIPALITY

DIRECTORATE: ELECTROTECHNICAL SERVICES

CONTRACT NUMBER: ENG002/2022

**TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY AND
INSTALLATION OF HIGH MAST LIGHTING FOR A PERIOD OF THREE-
YEARS, FROM DATE OF APPOINTMENT, IF AND WHEN REQUIRED**

Agreement And Contract Data (Part C1)

- Part C1.1 Form of Offer and Acceptance
- Part C1.2 Contract Data
- Part C1.3 Objections and Complainants Form
- Part C1.4 **Form of Professional Indemnity Insurance / Form of Guarantee**

GEORGE MUNICIPALITY

DIRECTORATE: ELECTROTECHNICAL SERVICES

CONTRACT NUMBER: ENG002/2022

**TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY AND
INSTALLATION OF HIGH MAST LIGHTING FOR A PERIOD OF THREE-
YEARS, FROM DATE OF APPOINTMENT, IF AND WHEN REQUIRED**

**Form of Offer and Acceptance (Part C1.1)
(AGREEMENT)**

OFFER

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

.....

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

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

THE OFFERED TOTAL (INCLUDING VAT) IS:

.....

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

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

Signature(s) _____

Name(s) _____

Capacity _____

Form of Offer and Acceptance**Part C1.1**

(Name and address of organisation)

ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Service Provider the amount due in accordance with the, Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's Offer shall form an agreement, between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract are contained in

- Part C1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
- Part C2 Pricing Data
- Part C3 Scope of Work

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

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

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

Signature

Name

Capacity

DIRECTOR:ELECTROTECHNICAL SERVICES

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

FOR THE TENDERER:

Signature(s)

Name(s)

Capacity

(Name and address of organisation)

FOR THE EMPLOYER:

Signature

Name

Capacity

DIRECTOR:ELECTROTECHNICAL SERVICES

GEORGE MUNICIPALITY
DIRECTORATE: ELECTROTECHNICAL SERVICES
CONTRACT NUMBER: ENG002/2022

**TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY AND
 INSTALLATION OF HIGH MAST LIGHTING FOR A PERIOD OF THREE-
 YEARS, FROM DATE OF APPOINTMENT, IF AND WHEN REQUIRED**

Contract Data (Part C1.2)

CONDITIONS OF CONTRACT

The **Standard Professional Services Contract (Second Edition, September 2005)** published by the Construction Industry Development Board, are applicable to this.

Copies of these Conditions of Contract may be obtained from the Construction Industry Development Board's website www.cidb.org.za.

PART 1: DATA PROVIDED BY THE EMPLOYER

The following contract specific data are applicable to this Contract:

Clause 1	The Employer is the George Municipality.			
3.4 and 3.5	The Authorised and Designated representative of the Employer is: Name: Mr Eddie Nqumse			
	The Employer's address for receipt of communications is: <table border="1" style="width: 100%;"><tr> <td style="width: 50%;"><u>Physical address:</u> York Street George, 6530</td><td style="width: 50%;"><u>Postal address:</u> George Municipality PO Box 19 George, 6530</td></tr></table>		<u>Physical address:</u> York Street George, 6530	<u>Postal address:</u> George Municipality PO Box 19 George, 6530
<u>Physical address:</u> York Street George, 6530	<u>Postal address:</u> George Municipality PO Box 19 George, 6530			
	Telephone: (044) 801 9222 E-mail: ennqumse@george.gov.za			
	The Project is for the appointment of a contractor for the supply, delivery, and installation of high mast lighting for a period of three-years, from date of appointment, if and when required.			
3.6	The Service Provider may release public or media statements or publish material related to the Services or Project subject to the approval of the Employer.			
3.7	The Services Provision shall be completed for the portions as set out in the Scope of Works.			
5.1.1 and 5.1.2	The Service Provider is required to provide the Service with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards. Where services include the powers to certify, decide or otherwise exercise discretion in regard to a contractor agreement between the Employer and others then the Service provider shall act in respect of that contract/agreement as an independent			
5.4.1	The Service Provider is required to provide the following insurances:			

Contract Data

Part C1.2

Clause 1	The Employer is the George Municipality.	
	1. Insurance against	Risk in performing professional services (Professional Indemnity cover)
	Cover is:	Equivalent to the project value
	Period of cover:	Duration of Project
	Deductibles are:	
5.5	<p>The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions:</p> <ol style="list-style-type: none"> 1. Appointing Sub-Contractors for the performance of any part of the Services. 	
Additional Clause to be added 7.3	The Employer will not be responsible for any overtime worked by or overtime payments made to personnel, or any additional costs not specified in the tender submitted by the Tenderer.	
9.1	Copyright of documents prepared for the Project shall be vested with George Municipality.	
12.1	Settlement of disputes is to be in terms of Clause 49 and 50 of the Supply Chain Management Policy of the George Municipality. See Document C1.3.	
14	Where not specifically indicated, all tendered prices, rates, tariffs, fees, etcetera are to include 15% VAT.	

PART 2: DATA PROVIDED BY THE SERVICE PROVIDER

Clause		
5.1	The Service Provider is:	
5.3	The authorized and designated representative of the Service Provider is:	
	Name:	
	The Service Provider's address for receipt of communications is	
	Physical address:	Postal address:
	Telephone:	
	Fax:	
	E-mail:	

GEORGE MUNICIPALITY

DIRECTORATE: ELECTROTECHNICAL SERVICES

CONTRACT NUMBER: ENG002/2022

**TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY AND
INSTALLATION OF HIGH MAST LIGHTING FOR A PERIOD OF THREE-
YEARS, FROM DATE OF APPOINTMENT, IF AND WHEN REQUIRED**

Objections and Complainants Form (Part C1.3)

(Section 1.11.15 of the George Municipality's Supply Chain Management Policy)

(1) Details of Objector/Complainant

Name: _____

Address: (postal and street): _____

Tel: _____ Fax: _____

Contact person: _____

Reference number of Tender : _____

Other Party's Details (If any)

Name: _____

Address: (postal and street): _____

Tel: _____ Fax: _____

Contact person: _____

Objection and Complainants Form**Part C1.3**

Reference number of Tender: _____

Description of Issue[s] in Dispute

List of Documents Attached

Determination Sought in Respect of Objection or Complaint

Form submitted by:

Name: _____

Signature: _____

Position: _____

Date: _____

Place: _____

Form of Professional Indemnity Insurance

Part C1.4

GEORGE MUNICIPALITY

DIRECTORATE: ELECTROTECHNICAL SERVICES

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**TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY AND
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YEARS, FROM DATE OF APPOINTMENT, IF AND WHEN REQUIRED**

**Form of Professional Indemnity Insurance OR
FORM OF GUARANTEE ??
(Part C1.4)**

The Tenderer must affix proof of Professional Indemnity Insurance to this page.

N/A

GEORGE MUNICIPALITY

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**TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY AND
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YEARS, FROM DATE OF APPOINTMENT, IF AND WHEN REQUIRED**

Pricing Data (Part C 2)

C2.1 Pricing Instructions

C2.2 Pricing Schedule / Schedule of Activities

GEORGE MUNICIPALITY

DIRECTORATE: ELECTROTECHNICAL SERVICES

CONTRACT NUMBER: ENG002/2022

**TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY AND
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YEARS, FROM DATE OF APPOINTMENT, IF AND WHEN REQUIRED**

Pricing Instructions (Part C2.1)

C2.1 PRICING INSTRUCTIONS

1. Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT)), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.
2. Show VAT payable by the employer separately as an addition to the tendered total of the prices.
3. Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.
4. State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

GEORGE MUNICIPALITY
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**TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY AND
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DATE OF APPOINTMENT, IF AND WHEN REQUIRED**

Pricing Schedule / Schedule of Activities (C2.2)

BILL OF QUANTITIES (C2.2)

SUMMARY OF SCHEDULES

Subtotal - Schedule A – Preliminary & General	R.....
Subtotal - Schedule B - Test	R.....
Subtotal - Schedule C - Foundations	R.....
Subtotal - Schedule D - High Mast and Luminaries	R.....
Subtotal - Schedule E – LV Supply and Earthing	R.....
Subtotal - Schedule F – Optional	R.....
10% Contingencies	R.....
Subtotal	R.....
14% Vat	R.....
TOTAL *	R.....

Note:

* Total to be carried forward to Part C1.1, "Form of Offer"

Bills of Quantities for High Masts					Unit price	
Item	Description	Unit	Qty	Material	Labour	Total
A	Site Establishment & Preliminary and General					
1	Site Camp Establishment, Store, Rental, Transport, Clearing of Site, Site Supervision, Induction, Medical, etc.	Sum	1	R	R	R
2	Allowances:					
2.1	Induction and Medical for Foundation crew	Sum	1	R	R	R
2.2	Induction and Medical for Mast installation Crew	Sum	1	R	R	R
2.3	Preparation and submission of a construction program to the Engineer as required in the documents.	Sum	1	R	R	R
2.4	Three sets construction drawings to the Engineer for approval.	Sum	1	R	R	R
2.5	Three sets of hard copies and an electronic copy of "As-built" drawings and test certificates to the Engineer on hand-over.	Sum	1	R	R	R
2.6	Instructions to maintenance staff of operating and maintenance procedures, including three sets of Instruction manuals.	Sum	1	R	R	R
2.7	Testing, Inspection and Commissioning.	Sum	1	R	R	R
2.8	Compliance with the requirements of the Occupational Health and Safety Plan and regulations.	Sum	1	R	R	R
Sub-Total: Site Establishment & Preliminary and General						
		Unit	Qty	Material	Labour	Total
B	Tests					

Pricing Schedule / Schedule of Activities

Part C2.2

Item	Description	Unit	Qty	Material	Unit price	Total
1	Perform soil bearing pressure tests for each mast prior to casting the concrete base to ensure that the soil load bearing conditions are suited to the specific concrete base design. Provide soil test certificate	sum	1	R	R	R
2	Test earth system and provide test certificate	sum	1	R	R	R

Sub-Total: Tests

C	Foundations	Unit	Qty	Material	Labour	Total
1	Concrete foundation for high mast complete with excavation, steel reinforcing, cables inlet pipes, earth spikes, foundation bolts and template set, back fill material, soil, and concrete test, etc. in the following soil conditions,					
1.1	Soil ("Normal")	sum	1	R	R	R
1.2	Soft rock ("Difficult")	sum	1	R	R	R
1.3	Hard rock ("Hard")	sum	1	R	R	R
2	Disposal of surplus unsuitable material at an approved site	m ³	3	R	R	R

Sub-Total: Foundations

D	High Mast and Luminaries	Unit	Qty	Material	Labour	Total
1	Supply and deliver to site high mast pole	sum	1	R	R	R
2	Supply and deliver to site in George complete high mast pole, with all accessories, distribution board, internal cables, carriage, etc.	sum	1	R	R	R

Pricing Schedule / Schedule of Activities

Part C2.2

					Unit price	
Item	Description	Unit	Qty	Material	Labour	Total
3	Assemble and Erect complete mast.	sum	1	R	R	R
4	Supply, install and connect 200W high mast luminaires. 9 per high mast, including all brackets, etc. Mounted on high mast carriage.	Item	9	R	R	R
5	Set luminaire aiming positions at each mast and test illumination levels and submit test results to Engineer	Sum	1	R	R	R
6	5m Test lead for testing floodlight luminaires at ground level	Item	1	R	R	R
Sub-Total: High Mast and Luminaries						R
E	LV Supply and Earthing	Unit	Qty	Material	Labour	Total
1	Electrical connection to Municipal supplied point, including all excavations, backfilling, cabling, etc..	sum	1	R	R	R
2	Installation of complete Earthing System as per specification	sum	1	R	R	R
Sub-Total: LV Supply and Earthing						R
F	Optional	Unit	Qty	Material	Labour	Total
1	Hoisting unit (Optional)	sum	1	R	R	R
2	Hydraulic power tool (optional)	sum	1	R	R	R

Pricing Schedule / Schedule of Activities

Part C2.2

Item	Description	Unit	Qty	Material	Labour	Unit price	Total
	Sub-Total: LV Supply and Earthing						R

TOTAL

R

PLEASE NOTE:
BIDDERS MUST QUOTE FOR ALL LINE ITEMS, FAILURE TO QUOTE AS STATED ABOVE WILL
RENDER THE BID NON-RESPONSIVE.

GEORGE MUNICIPALITY

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**TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY AND
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Scope of Works (C3)

C 3.1 DESCRIPTION OF WORKS

C 3.2 STANDARDS

C 3.3 TECHNICAL SPECIFICATIONS

C.3.4 SCHEDULES

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DEFINITIONS AND ABBREVIATIONS

Client	George Municipality Electrotechnical Services (GM), local government utility of George, South Africa
Contractor	Contractor appointed to Engineer, Procure and Construct the works as described in this specification
Engineer	The person or persons authorised by GM to carry out inspections during manufacture, prior to or after delivery, of the items covered by this specification and acceptance thereof on behalf of the GM
Acceptance	Means that the goods shall have been accepted by GM having been: <ul style="list-style-type: none"> ▪ inspected by the Engineer and found to comply with this specification. ▪ delivered, installed, and commissioned to the address in George, defined in a purchase order issued by GM; and • received and signed for by an authorised employee of GM on its behalf.
Employer	George Municipality, local government, South Africa
Professional Engineer	Professional Engineer registered as a PrEng with the Engineering Council of South Africa (ECSA).
Marked drawings	Up Drawings clearly indicating with red all changes carried out at the site during the erection and testing works. The changed or cancelled items shall not be deleted by eraser or liquid corrector, but crossed only, to keep visible, the cancelled part.
GM	George Municipality
LV	Low Voltage (230V or 400V)
MV	Medium Voltage (11kV for this project)
O&M	Operation and Maintenance
OSH Act	Occupational Health and Safety Act
SHEQ	Safety, Health, Environmental and Quality

C3.1. DESCRIPTION OF THE WORKS

1. PROJECT DESCRIPTION

1.1. Overview of the Works

This contract includes the design, supply, delivery to site, off-loading, erection, installation, commissioning, testing, and handing over in full working order a high mast lighting structure, including floodlight luminaires, in George on an **“as and when”** basis for a period of three (3) years.

Tenderers must allow for all items, whether specified or not, required to complete the installation.

Over and above all the items listed in Section 1.2 and 1.3, the Contractor's Scope of Work will specifically include the following:

1. Complete Engineering of Works (refer to Section 1.3).
2. Geotechnical studies of proposed sites and issuing of soil test results.
3. Design, preparation and cast of appropriate foundations.
4. Design, supply, delivery to site, off-loading, erection, installation, commissioning, testing, and handing over in full working order a 30meter high mast pole complete with Luminaries and control panel as specified.
5. Perform an electrical connection to the installation from the Municipal Supply Point.
6. Test and commissioning of the high mast lighting installation.
7. Issuing of a certificate of compliance (COC) in terms of SANS 0142 Code of Practice.
8. George Municipality to supply the electrical connection point to the base of the pole.

1.2. Scope of contract

This contract is envisaged to be a standard EPC project.

The Contractor shall perform all work and furnish labour, equipment and materials, construction plant, temporary works (including site welfare and temporary supplies), equipment, auxiliaries and accessories, special tools, spare parts and performing all operations and work required for the design, engineering, material selection, manufacturing, inspection and testing at the Vendor's or his Sub-vendor's Works, delivery at site including packing, forwarding, loading, transportation to site, custom clearance as required, transit insurance, unloading, storage at site, preservation, transportation from site-store to construction site, erection, finishing, painting, testing & commissioning, performance guarantee tests with all materials, tools, tackles, handling equipment, testing equipment/kits and putting into successful commercial operation complete with standard accessories/attachments as per the relevant technical Specifications, particular equipment specifications, data sheets, relevant codes and practices, which are described in the sections below, as well as applicable statutes, regulations and safety codes of Local Statutory authorities. In case of any conflicts between these requirements the Contractor shall refer to the Engineer for clarification.

Material, designs, labour, and devices, which are normally part of the contractor's scope of supply, essential for the proper supply, installation and operation of all equipment or are

Scope of Works

Part C3

necessary for the proper functioning of the whole installation, shall be supplied/included even if not explicitly called for in this Specification at no additional cost to the Employer.

Specifically related to execution the Contractor must note the following:

1. The contractor shall perform all work in accordance with this Tender package. In case of any conflicts between this Tender package and any of George Municipality standards and/or the Local Statutory authorities' regulations and safety codes, the Contractor shall refer to the *Engineer* for clarification.

In line with these requirements, the Contractor will be responsible for all relevant Plans, Working Methodologies and Registers, which will include, but not be limited to:

1. The Contractor is responsible for the development of Method Statements for all works to be accepted by the *Engineer*.
1. The Contractor must provide to the *Engineer* a list of all material to be used and the suppliers from which these materials have been procured including internal and external labelling. Labelling quality must be agreed to during the design stage.
2. The Contractor must provide to the *Engineer* a detailed construction programme and Construction Management plan, clearly indicating all quality control hold points for the relevant stakeholders to do inspections.
3. The Contractor must schedule a site construction kick-off meeting and ensure George Municipality representatives (*Engineer* and Site Supervisor/Clerk of Works) are present.
4. The Contractor is responsible for safety checks and acceptance, and the development of a Health & Safety Plan, including all risk registers to be accepted by the *Engineer*.
5. The Contractor is responsible for the development of a Quality Control Plan to be accepted by the *Engineer*. The Contractor must comply with the Quality Control Plan.
6. The Contractor is responsible for ensuring compliance to Construction Regulations.
7. The Contractor is responsible for the development of an Environmental Management Plan to be accepted by the *Engineer*. The Contractor must comply with the Environmental Management Plan. The Contractor must serve all notices and pay all fees due in terms of the Environmental laws and regulations.
8. The Contractor is responsible for submission of three sets of as-built drawings after construction.

1.3. Complete Engineering of Works

It will be the responsibility of the Contractor to prepare and provide all the designs for the works to comply with the Employer's design requirements, which will consist of all Detailed Designs, Engineering and Construction Designs, including all calculations and drawings, for each element of the Works, to the *Engineer* for their review and approval, prior to the Procurement and/or Construction of any work. This will be at no additional cost to the project or the Client. The Complete Engineering Works will include, but not limited to, all geotechnical, civil, structural, mechanical and electrical aspects.

Immediately after the starting date, the Contractor shall start with the design of the works and the equipment.

During this design phase of the contract the Contractor is required to hold design review meetings to confirm all Employer requirements and to obtain the *Engineer's* acceptance for all design concepts, design interfaces and specifications to ensure that quality is designed into the final product.

Scope of Works

Part C3

Structural and component design shall be verified and signed by the Contractor's *Professional Engineer*.

If required by the Employer, the services of an independent third party will be engaged by the Employer to review the Contractor's design and the Contractor must give the necessary co-operation and supply all the necessary design data as required. The cost of the design review by the third party will be borne by the Employer.

All shop drawings to be presented, discussed, and confirmed with the *Engineer* prior to manufacture.

Time required for all the activities associated with the design of the equipment must be allowed for and indicated by the *Contractor* in his programme.

2. PROGRAM AND COMPLETION

2.1. Tender Period

The intention of this Tender is to award a Contract for a 3-year period from the date of contract acceptance, i.e., 2022/2023 financial year to 2024/2025. Tenderers are required to supply and install high mast lighting structures on "an as and when" required basis per the availability of funds.

Tenderers must state in the schedules the completion period for a project in weeks from date of official purchase order until the date of complete supply, installation and erection of the mast. The delivery period for any additional sundry items procured for the project will run concurrently with the installation project.

2.2. Construction Program

The Contractor will be required to develop and maintain for the full duration of the contract, a works programme whose purpose will be to ensure that the work is carried out and controlled in such a way that the contract is completed within the time stated in the tender or in the time extended by the *Engineer* in writing.

The Contractor shall take all aspects regarding the conditions on site, access, transportation, restricted working space, the availability of material, machines and labour into account during the tender stage and the compiling of a construction programme.

The Contractor is to submit his programme of works to the *Engineer* not later than 14 days after the Contractor has been provided with an order.

The programme is subject to the *Engineer's* approval and remains so for the duration of the contract. Should it be required, the *Engineer* may instruct the Contractor to adjust his programme accordingly to suit other activities.

The programme submitted by the contractor shall make provision for forecasted quantities of work to be performed each week, together with plant used and cash flow for each activity. Should the abovementioned programme fall behind schedule, or the sequence of operations is altered, or if the programme is deviated from in any other way, the contractor shall, within two days after being notified by the *Engineer*, submit a revised programme.

Should the programme require to be revised due to the contractor falling behind his programme, he shall produce a revised programme showing how he intends to regain lost time to ensure completion of the Works within the time for completion as defined in the General Conditions of Contract or within any granted extension of time. Any proposal to increase the tempo of work must be accompanied by providing more labour and plant on Site, or by using the available labour and plant in a more efficient manner.

Scope of Works

Part C3

Failure on the part of the Contractor to submit the agreed deliverables according to the programme or revised programmes shall be sufficient reason for the Engineer to take steps as provided for in the General Conditions of Contract.

The approval by the Engineer of any programme shall have no contractual bearing apart from the requirement that the Contractor undertakes to carry out the work in accordance with the programme to the satisfaction of the Engineer. It shall not limit the right of the Engineer to instruct the Contractor to vary the programme should circumstances make this necessary.

3. SERVICE CONDITIONS

3.1. Site Conditions

All components must be designed for at least the site conditions stated in Table1 **Error! Reference source not found.** More onerous requirements may be specified for individual components, but otherwise these minimum requirements apply. The specific sites for the high masts must still be determined by Council.

Tenderers must allow for all conditions on site in their tenders, since extra claims arising from difficult site conditions in respect of transport, handling, loading, off-loading, labour, housing, etc.; will not be entertained.

Table 1: Site Operating Conditions.

Description	Unit	Value
Altitude above mean sea level	M	200
Maximum ambient temperature for design purposes	°C	40
Average ambient temperature for design purposes	°C	25
Minimum ambient temperature for design purposes	°C	-10
Maximum average humidity	%	95
Maximum 3 second wind gust velocity	m/s	44
Earthquake loading for design purpose		Negligible
Mean annual rain fall	mm	700
Lightning flash density	Flashes/km ² /annual	2
Level of atmospheric pollution		Heavy (coastal)

3.2. Geotechnical Conditions

A geotechnical investigation has not been performed previously. It will be the responsibility of the Contractor to perform geotechnical studies of the various installation sites.

4. INSPECTIONS AND TESTS

4.1. General

During manufacture and prior to despatch, the Engineer will inspect all poles at the Manufacturer's works. Each pole must be subjected to the tests specified below by the Contractor in the presence of the Engineer and to such tests as may be deemed necessary by the Engineer to ensure good quality workmanship. All tests performed shall be at the expense of the Manufacturer.

Not less than ten (10) working days' notice in writing shall be given to the Engineer detailing when the poles will be ready for inspection and tests.

Unless the Engineer shall otherwise direct, no poles shall be delivered unless the Engineer has issued to the Contractor, in respect of such poles, a certificate in the form of a release note certifying that the poles have passed the tests required and are therefore released for delivery.

4.2. Galvanising test

The quality of the galvanising shall be tested in accordance with SANS 121.

4.3. Welding test

If transverse butt-welds are to be used, the poles shall be subjected, at each joint, to a bending load which causes the butt-weld (half circumference) to be under tension. The load shall be varied according to the section and shall not cause permanent set. The load (or the amount of deflection produced) shall be to the satisfaction of the Engineer and sufficient to ensure that each butt-weld is of adequate strength. The Engineer shall witness as many of these tests as he may deem necessary, preferably during the course of manufacture. The manufacturer shall give adequate notice, to permit the Engineer to attend the inspections. Any joint where cracking occurs shall be ground out to the full thickness of the material, re-welded and tested again.

5. QUALITY SYSTEM

The Contractor's quality assurance system shall be approved in terms of SANS 9001 or an alternative quality assurance system to the approval of the Engineer. A copy of the registration certificate shall be submitted with the tender.

6. DAMAGE TO OTHER SERVICES

The Contractor shall assume full responsibility in the event where he or any person in his service is directly or indirectly responsible for any damages caused to other services already installed (water, sewerage, storm water, roads, surveyors' pegs, etc.) Any such damage shall immediately be reported to the Engineer.

The Contractor shall be held fully responsible for the repair of such damage to the satisfaction of the Engineer. The costs for the repair of such damage shall be borne by the Contractor. Claims by the Contractor in this connection will not be considered.

Should any portion of the works in terms of this Contract, for which the Contractor is responsible, be damaged by other Contractors, the Contractor shall repair such damage at the tendered rate and shall submit full details of such damage to the Engineer so that he can recover such costs from the responsible party. This repair work may only be done on the written instruction from the

Engineer. The contractor shall make provision for a full scan of the area to determine the position of services in the area.

7. LOCAL LABOUR AND LOCAL AUTHORITIES

7.1. Local Labour

It is intended that the project must make maximum possible use of local labour which is presently unemployed in the area of which the project is performed. All unskilled labour shall be from George.

Engagement of local labour shall be controlled in a formal manner through the client's labour liaison body. It is furthermore expected that the labour liaison body will assist in the monitoring of labour goals.

7.2. Liaison with Local Authorities

The contractor will have to liaise with local authorities regarding the following matters:

1. Dealing with traffic.
2. Locating of existing underground services.
3. Protection of existing services during construction.

It is the contractor's onus to immediately contact all these authorities and to accommodate their involvement in his programme of work. The contractor should also warn the authorities at least 48 hours before the actual work commences. Compensation for delays, losses or accidents will not be considered should the contractor at any time have failed to keep the local authorities informed.

The engineer or employer must immediately be notified, should the contractor experience any problem regarding work, which involves a local authority.

7.3. Community Liaison and Community Relations

In all dealings with the community and workers employed from within the community, the Contractor shall take due cognisance of the character, culture and circumstances of the community involved and shall at all times use his best endeavours to avoid the development of disputes and to foster a spirit of co-operation and harmony towards the project.

The Contractor shall at all times, keep the Engineer fully informed on all matters affecting the contractor and the community, and shall attend all community meetings relating to the project as may be reasonably required by the Engineer. All matters concerning the community shall be discussed and where possible, resolved at such meetings.

Where any resolution of a community meeting shall be contrary to the terms and provisions of the Contract, the Contractor shall not give effect thereto without a prior written instruction from the Engineer. Where the Contractor is of the opinion that any instruction of the Engineer issued in terms of this clause will result in the incurring of additional costs which were not provided for in his tendered rates and/or that a delay in the progress of the works will result, he shall be entitled to submit a claim in terms of Clause 48 of the conditions of contract, provided always that the period of twenty-eight (28) days referred to in Clause 48 shall be reduced to three (3) normal working days in respect of all claims submitted in terms of this clause.

8. CREW

A competent supervisor must be on site at all times to supervise the work undertaken by the crew.

The work crew shall comprise at least the following:

1. A Rigger (Certificate to be submitted).
2. Installation Electrician.
3. Responsible person in terms of NRS 040.
4. Labourers.

9. OCCUPATIONAL HEALTH AND SAFETY ACT (ACT 85 OF 1993)

Contractors shall meet the health and safety requirements as stipulated in health and safety plan.

9.1. Safety Precautions

Notwithstanding the fact that the Contractor is solely responsible for the actions of his staff and any duly appointed sub-contractors, the Engineer reserves the right for himself, or his nominated representative, to inspect and monitor working methods and materials handling to ensure that safe working practices are being adhered to at all times.

9.2. Health and Safety Plan

Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2003 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.

In this regard the tenderer shall prepare and attach a Health and Safety Plan in respect of the Works in order to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act and Regulations. Such 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.
8. 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.

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9. The tenderer shall also consider the additional requirements stated in the Scope of Work when drawing up the Health and Safety Plan for the contract.

Each Tenderer shall submit a pro-forma Occupational Health and Safety (OHS) file within 3 days of request. This file shall sufficiently demonstrate their competence and resources regarding OHS documentation. Failure to comply with this clause will disqualify the tender. This OHS file shall contain the following chapters demarcated with suitable dividers:

1. General Information chapter stating the project name, the site office for the project, names and contact numbers of the engineer, the mandatory, inspectors, and other key personnel as well as a complete list of emergency telephone numbers for the area.
2. a chapter containing all Non-Compliance Notices and engineer's Instructions.
3. a chapter containing all Inspection Sheets
4. a chapter containing the outcome of Safety Review Meetings.
5. a chapter containing Mandatories, Appointments, Certificates, and Proofs of Good Standing.
6. a chapter containing a List of Employees Allowed on Site, temporary and permanent personnel that have successfully completed induction training.
7. a chapter describing the Induction Course.
8. a chapter containing a complete Risk Assessment for the project that shall include at least:
 - a) the identification of risks and hazards to which persons may be exposed to.
 - b) the analysis and evaluation of the risks and hazards identified.
 - c) the list of relevant documented Safe Operating Procedures (SOPs) to mitigate, reduce, or control the risks identified.
 - d) a monitoring plans.
 - e) a review plans.
 - f) any additional documentation required to ensure compliance with the OHS Act and Regulations,
9. a chapter containing all relevant or any additional Safe Operating Procedures.

This file will be presented and discussed with the Engineer and the H&S Agent for approval before any work commences.

The OHS file is the property of the client and shall remain on site for the duration of the project.

9.3. Detailed Health and Safety Requirements

In addition to the general requirements above the following risk assessment and compliance plans shall be required.

1. Fall protection plan, work on structures, formwork and support work as required on the project.
2. Excavation work in all cases.
3. Scaffolding, suspended platforms, boatswain's chairs, material hoists, batch plants, explosive powered tools, cranes, if required on the project.
4. Construction vehicles in all cases, if required on the project.

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5. Electrical installations and machinery on construction sites, use and temporary storage of flammable liquids on construction sites, water environments, if required on the project.
6. Housekeeping on construction sites in all cases.
7. Stacking and storage, fire precautions on construction sites, if required on the project.
8. Construction of welfare facilities in all cases.
9. Specific requirements as detailed on the project documentation or required by the Engineer.

In addition to the general requirements above the following Safe Operating Procedures (SOPs) shall be included:

1. Working at height.
2. Barricading, excavation, in all cases.
3. Cable pulling, working with flammable gases and lead, if required on the project.
4. Working in close proximity to existing live high, medium, and low voltage overhead and underground electrical services
5. The safe storage of the mast and its associated equipment on site which would include accidental movement.
6. Working in close proximity of existing water, storm water, Telkom cables and other fibre optic cables from different network providers.
7. Rigging and crane work for the erection of the mast
8. SOPs as detailed on the project documentation or required by the Engineer.

Notwithstanding full documentation compliance with the act, any official of the George Municipality, or Electricity shall, if unsafe conditions are deemed to exist on site, is obliged to stop work by noting the non-compliance in writing.

Work shall only continue once the compliance is signed off by such official or The Engineer.

10. PARTICULARS

The following information must be submitted with the Tender:

1. Full technical design drawings and specification details of the equipment offered in respect of each item tendered. The information must be submitted with the tender documents, failing which, the offer will be deemed non-responsive.
2. Computer simulations for the flood light luminaires on electronic media in a form compatible with the Dailux Lighting computer program. The information shall have been approved by the South African Bureau of Standards (SABS) or the CIE.
3. The location of and the manufacturing facilities of the Tenderer.
4. The number of similar high mast lighting poles in actual service in South Africa.
5. The names of previous purchasers of high mast lighting poles offered and in service.
6. Samples of flood light luminaires offered within 5 working days of being requested to do so.
7. A copy of the manufacturer's Certificate of Listing in terms of SANS 9001.
8. Design calculations signed and certified by a Professional Structural Engineer to be submitted.

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9. Certificate of the Professional Structural Engineer to be submitted within 3 days of request.
10. Proof of qualifications of all construction staff to be engaged in contract work.

The Contractor shall, prior to commencement of any work:

1. Appoint a competent person to sign and submit the "Memorandum of Agreement."
2. Supply proof of public liability insurance to indemnify the Municipality from public liability claims up to R20 million per incident. (See Clause 8.3 of Special Conditions of Contract).
3. Provide the Engineer with a list of cell phone numbers of his staff required to be contactable.

11. APPOINTMENT OF CONTRACTOR

The George Municipality intends appointing a Main Contractor and in addition reserves the right to accept an Alternative Contractor, i.e., a different Manufacturer.

Also, should the Main Contractor not be on site with a reasonable workforce within 2 weeks of date of official purchase order or, in the instance of purchase orders relating to goods only, fails to deliver within the specified delivery period, the purchase order will be cancelled and placed with the Alternative Contractor.

C3.2 STANDARDS

The following documents contain provisions that, whether referenced in the text or not, constitute requirements of this specification.

Note that the National equivalent of IEC standards are generally the same but may include specific variations to be taken into account. Information on currently valid national and international standards can be obtained from the South African Bureau of Standards.

- SANS 121 - Hot dip Hot dip galvanized coatings on fabricated iron and steel articles - Specifications and test methods
- SANS 857-1 - Defines metal welding processes and related terms
- SANS 920 - Steel bars for concrete reinforcement
- SANS 1200 A - Standardized specification for civil engineering construction Section A: General
- SANS 1200 AA - Standardized specification for civil engineering construction Section AA: General
- SANS 1200 G - Standardized specification for civil engineering construction Section G: Concrete (Structural)
- SANS 1200 GA - Standardized specification for civil engineering construction Section GA: Concrete (small works)
- SANS 1200 H - Standardized specification for civil engineering construction Section H: Structural steelwork
- SANS 1200 HC - Standardized specification for civil engineering construction Section HC: Corrosion protection of structural steelwork
- SANS 1700-14.1/11 - Fasteners Part 14: Hexagon nuts Sections 1 to 11
- SANS 2394 - General principles on reliability for structures
- SANS 9001 - Quality management systems - Requirements
- SANS 9692-1 - Welding and allied processes - Recommendations for joint preparation Part 1: Manual metal-arc welding, gas-shielded metal-arc welding, gas welding, TIG welding and beam welding of steels
- SANS 10142-1 - The wiring of premises Part 1: Low-voltage installations
- SANS 10144 - Detailing of steel reinforcement for concrete
- SANS 10145 - Concrete masonry construction
- SANS 10160-1 - Basis of structural design and actions for buildings and industrial structures Part 1: Basis of structural design

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SANS 10160-2	- Basis of structural design and actions for buildings and industrial structures Part 2: Self-weight and imposed loads
SANS 10160-3	- Basis of structural design and actions for buildings and industrial structures Part 3: Wind actions
SANS 10162-1	- The structural use of steel Part 1: Limit-state design of hot-rolled steelwork
SANS 10162-2	- The structural use of steel Part 2: Limit-states design of cold- formed steelwork
SANS 10162-4	- Structural use of steel Part 4: The design of cold-formed stainless- steel structural members
SANS 10164-2	- The structural use of masonry Part 2: Structural design and requirements for reinforced and pre-stressed masonry
SANS 10225	- The design and construction of lighting masts
SANS 10313	- Protection against lightning – Physical damage to structures and life hazard
SANS 10389-1	- Exterior lighting Part 1: Artificial lighting of exterior areas for work and safety
SANS 10389-3	- Exterior lighting Part 3: Guide on the limitation of the effects of obtrusive light from outdoor lighting installations
SANS 14713	- Protection against corrosion of iron and steel in structures – Zinc and aluminium coatings - Guidelines
SANS 15607	- Specification and qualification of welding procedures for metallic materials - General rules
SANS 15609-1	- Specification and qualification of welding procedures for metallic materials - Welding procedure specification Part 1: Arc welding
SANS 15609-2	- Specification and qualification of welding procedures for metallic materials - Welding procedure specification Part 2: Gas welding
SANS 15609-3	- Specification and qualification of welding procedures for metallic materials - Welding procedure specification Part 3: Electron beam welding
SANS 15609-5	- Specification and qualification of welding procedures for metallic materials - Welding procedure specification Part 5: Resistance welding procedures

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SANS 15614-1	- Specification and qualification of welding procedures for metallic materials - Welding procedure test Part 1: Arc and gas welding of steels and arc welding of nickel and nickel alloys
SANS 17660-1	- Welding - Welding of reinforcing steel Part 1: Load-bearing welded joints
SANS 17660-2	- Welding - Welding of reinforcing steel Part 2: Non-load-bearing welded joints
SANS 50025	- Hot rolled products of structural steels
SANS 60439-3	- Guidelines for quality management system documentation
AWS D1.1	- Structural Welding Code - Steel
SANS 1091	- National Colour Standard
SANS 1250	- Capacitors
SANS 1266	- Ballasts
SANS 475	- Luminaires: Performance requirements
SANS 60529	- Degrees of Protection provided by Enclosures (IP Code)
SANS 60598-1	- Luminaires: Part 1. General Requirements and Tests
SANS 60598-2-5	- Luminaires: Part 2-3. Particular requirements - Floodlights
SANS 60662	- High Pressure Sodium Vapour Lamps
SANS 60923	- Auxiliaries for Lamps (Ballasts)
SANS 60927	- Auxiliaries for Lamps (Starting Devices)
SANS 61048	- Auxiliaries for Lamps (Capacitors)
SANS 61049	- Capacitors (Performance requirements)
SANS 61347	- Lamp Control Gear: Part 1. General and Safety requirements
SANS 215	- Limits and methods of measurement of radio disturbance characteristics of electrical lighting and similar equipment
SANS VC 8011	- Lamp holders
ARP 035	- Guidelines for the installation and maintenance of street lighting

Reference to a particular standard or recommendation in this specification does not relieve the manufacturer of the necessity of the work complying with other relevant standards or recommendations.

Tenderers offering equipment to standards other than those mentioned above may be considered provided it is clearly indicated in which respects the equipment offered does not comply and the likely consequences of such non-compliance.

C3.3 TECHNICAL SPECIFICATION

1. MAST

1.1. Design

The masts must be designed in accordance with SANS 10225. The design, including calculation details, shall be submitted for approval to the Engineer before commencing manufacture.

The relevant structural documents must be signed by a Professional Structural Engineer and the technical design calculations and specification shall be submitted with the tender document.

The high mast structures must be designed to withstand a maximum 3 second wind gust velocity of 40 m/s measured at a height of 10m above ground level and acting on a projected area of the mast, masthead frame and luminaries allowing for the increase in wind speed with height as given in SANS 10160 & SANS 10225.

The fully equipped mast must be designed for terrain category 2 and for a lifespan of 50 years. The deflection of the mast top shall not exceed 2,5% of the mast height when subjected to two thirds of the maximum wind velocity.

The masts must be designed so that wind excited oscillations shall be damped as much as practically possible, and allowance made for the stresses due to these oscillations. The manner in which this is to be achieved shall be clearly stated in the design calculations.

The axis of the mast when erected shall not deviate from the vertical by more than 0,3% of the height above the base flange nor from straightness by more than 0,3% of any length, measured at the centre of that length unless the mast is explicitly so designed.

The mast shall carry at its top the Floodlights evenly around its circumference.

Data on wind induced oscillations and the dynamic behaviour of the mast shall be submitted.

1.2. Construction

Masts and mast bases must be manufactured of Grade S355J0 steel plate complying with the requirements of SANS 50025.

All welding shall comply with SANS 10225 1991-1 specifications. Welding Procedure Specification and shall only be carried out by coded welders, tested according to the AWS specification. Proof of the relevant Welding Procedure Specification and Welding Qualification documents must be submitted on request. Inspection and acceptance certificates shall be furnished on request.

Any openings in the mast must be reinforced sufficiently in order not to weaken the structure.

Each mast must be constructed to form an evenly tapered totally enclosed hollow shaft with a steel base section. The masts must be delivered to site in sections and joined on site. A method statement must be submitted to the Engineer detailing the on-site assembly of the mast. Bolted or welded section joints will not be permitted i.e., site slip joints must be used to enable the erection of the masts.

The base section must be designed for mounting on a concrete plinth and must be fixed in position with bolts, nuts, and washers of adequate dimensions. For added security, gussets must be welded onto the base between mounting holes. This must be done before galvanizing.

1.3. Access Opening

An access hole with a hinged flush fitting weatherproof cover must be provided in the base of the mast, with the bottom lintel 600mm above the base plate, for easy access to the electrical distribution board ancillary equipment and the quick and safe attachment of the portable winch to mast and hoisting ropes.

The door shall be adequately protected against vandalism and secured by three tamperproof screws requiring a special opening tool, or alternative as agreed with Engineer.

The opening perimeter must be reinforced to restore the section modules of the mast shaft and have a curved top and bottom to prevent stress concentrations. The door opening and closing mechanism shall correspond to similar masts in use by George Municipality.

The mounting strips welded opposite the door opening shall be drilled for the mounting of a control board. Earth terminals, as well as a support bar for the incoming supply cables, shall be provided below the door opening.

1.4. UV Protected fibre glass canopy

Each mast shall have an UV protected fibre glass canopy that will cover all electrical material on top of the mast against UV light. This will be of adequate design to match with the mast and reducing the wind load that is applied to the mast.

1.5. Raising and Lowering Device

Each mast shall be equipped with a three-point hoisting mechanism, consisting of three 6mm diameter suspension ropes of stainless steel 7/19 construction, running over three pairs of Aluminium pulleys on the head frame of the mast running on shafts manufactured from Stainless steel. The complete pulley assembly must be enclosed with a corrosion proof top cover, fixed with a bolt incorporating a lightning arrester, to prevent ingress of water.

All split pins, bolts, nuts, and washers shall be of stainless steel. Pulley shafts shall be positively prevented from rotating in their housings. **Two Rope systems shall not be considered.**

The luminaire carriage shall be drawn against three inverted cones to ensure level positioning of the fittings in the operating position. The hoisting ropes, which will remain under tension at all times, shall terminate inside the mast on a clevis plate, to which the rope of the hoisting unit can be connected or to which, when in the raised position, the locking device can be attached. The locking device shall be secured to a structurally sound member of the mast base. The other ends of the hoisting ropes shall be firmly secured to the luminaire carriage. Rope ends shall not be secured by Crosby clamps and crimped ferrules of compatible material shall be used. In addition, a safety chain shall be provided between the clevis plate and a structurally sound member of the mast base.

All fasteners connected with the raising and lowering device shall be secured by Nylok type nuts or stainless-steel split pins.

The raising and lowering gear must, in complete safety, facilitate the raising and lowering of the floodlight luminaire carriage for maintenance purposes by means of a portable winch.

A 12mm diameter earthing stud must be welded to the inside casing of the mast adjacent to the cable termination box. The stud shall be provided with two washers and a nut.

The top pulley assembly must have guides and docking stops designed and constructed in such a way that the luminaire ring is always in the same position after raising it to the top of the mast and that jamming of the ring is prevented.

1.6. Hoisting Unit (Optional)

Provision shall be made at the base of the mast to accommodate a removable type, approved oil bath winch of the Dymot /OM type.

The winch shall be of lightweight construction and mounted on a suitable frame for easy transfer from one mast to another, thus not requiring a winch in each mast. It should also, be easily coupled, uncoupled and removable through the door opening provided at the base of the mast.

This shall be a single drum worm gear type, self-sustaining at all loads and operating speeds, without the use of brakes and clutches. It shall have a gear ration of at least 50:1 and be suitable for both hand and power operation. The winch shall run in a fully enclosed oil bath.

The winch shall be fitted with a safety device to ensure that the drum is locked positively when the cranking handle or power tool is removed from the drive shaft. The safety device shall be applied automatically.

A test certificate, stating the safe working load of the winch and issued by a recognised testing authority, shall be supplied with each winch. Winches shall be fitted with a label and rating plate of a permanent nature in an easily visible position.

1.7. Hydraulic power tool (optional)

A Hydraulic power tool is required to drive the single drum winch and must have the following specifications:

A 1.5-kilowatt single-phase electrical motor running at 1440 rpm. A Hydraulic motor with variable speed ranging between 214 rpm and 268 rpm with a pump delivery of 5.5 L/min.

1.8. Corrosion Protection

All steel parts shall be immersed in a heated wash trough to remove all fine foreign particles and lubricants.

If sheet steel is used that has not been pre-galvanised, immediately after degreasing, all parts shall be hot dip galvanised in accordance with SANS 121. All welds shall be de-scaled, all machining carried out and all parts shall be adequately cleaned prior to galvanising. The preparation for galvanising and the galvanising itself shall not adversely affect the mechanical properties of the coated material.

All articles shall be coated to the thickness detailed in Table 2 of SANS 14713 for corrosive category C5 and very long (≥ 20 years) typical life to first maintenance. All galvanised material shall be substantially free from white rust when it is erected on site. Close attention shall be paid to the manner in which the material is stacked and stored at the galvaniser's works and during its subsequent handling.

No welding, drilling, punching or removal of burrs shall be permitted after galvanising.

The repair to galvanising damaged by handling or transport shall be done by cleaning the area and applying 2 coats of a zinc rich primer giving a dry film thickness of at least 100 microns and containing at least 94% zinc in the dried film. If in the opinion of the Inspector, damage is excessive, such items will be rejected by the Inspector and shall be replaced by the Contractor at his own expense.

A galvaniser's guarantee or test certificate shall be submitted to the Engineer prior to installation.

2. LUMINAIRE CARRIAGE, ELECTRICAL CABLES, BOARD AND FLOODLIGHTS

2.1. Luminaire Carriage

The carriages for the 30m masts shall be designed and manufactured from suitably sized and graded channel formed steel considering the weight and the windage area of the number of flood light luminaires and all related equipment and shall accommodate at least the following:

1. Nine (9) 200W LED luminaires on the 30m masts.
2. A suitably sized glass reinforced polymer cable termination box (section 2.4) for the termination of the trailing cable and luminaire supply cables (refer to section 2.2).
3. A lighting arresting spike.
4. Guides and docking stops suited to those on the top pulley assembly.
5. At least four 12mm diameter (after galvanising) holes per luminaire for fixing purposes.
6. A 300mm long 4mm stainless steel wire safety leash with fixings shall be provided for each luminaire.

2.2. Electrical Connection to the Luminaires

A flexible, heavy-duty 5-core trailing cable, which runs over a separate set of Aluminium sheaves at the head frame, shall be provided. Sheaves shall be of Aluminium, running on UHDPE shafts. The shafts shall be positively secured from rotating in their housings. The Aluminium sheaves shall be adequately sized to prevent deformation of the cable.

The trailing cable shall be firmly connected to the luminaire carriage at its one end and to the clevis plate at the other end. Suitable connectors of the CEE type with an IP44 rating shall be provided.

2.3. Distribution Board

A fully enclosed IP30 distribution board shall be mounted in the access opening in such a manner as to facilitate easy and safe access for maintenance purposes and shall be wired in a neat and workmanlike fashion.

The distribution board shall be of adequate dimensions and fitted with a hinged door with lockable catch. The door shall seal onto a neoprene gasket. Suitable vermin proofed ventilation holes shall be provided to prevent moisture build-up in the distribution boards.

The following equipment shall be suitably rated for the duty and must be accommodated in the distribution board:

- One (1) x three pole MCB main switch.
- Single pole MCBs for individual luminaire protection. Each circuit breaker must supply only one luminaire.
- One (1) x single phase switched socket outlet for the use of a power tool
- Means of isolating control cable supply voltage (inside the board)
- One (1) x single phase switched socket outlet for the use of a power tool
- One (1) x 5 pin CEE socket
- One (1) x adequately rated contactor

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- One (1) x single pole MCB acting as by-pass switch
- One (1) x single pole MCB protecting the contactor
- One (1) x rated photocell
- The remote-control gear (if required).

The following must be noted:

- Contactors, if any, shall be operated electro-mechanically.
- Circuit breakers shall comply with SANS 156 and SANS 1426 with a fault rating not less than 10kA. All circuit breakers must be accessible from the front of the board.
- All equipment in the distribution board shall be mounted behind a removable cover with cut-outs to provide access to the circuit breaker toggle switch.
- All circuits in the distribution board shall be suitably labelled.
- The photocell of the National type shall be mounted 4m above ground level on the outside of the mast under a vandal proof cover by means of a special locking device.
- A Splitter box with IP65 rating shall be mounted on top of mast, fitted with a test socket of the CEE type with at least IP44 rating at the bottom of the box.
- All switchgear in the distribution board must be labelled to indicate the utilisation of the circuits. All labels shall be white "Traffolite" or equal to approval with black engraved numbers. The "Traffolite" labels shall be fitted to purpose made label holders/or screwed. No stick-on embossed tape shall be used.
- The distribution board shall be fully wired and ready for connection to the incoming supply cables.

2.4. Cable Termination Box

A glass fibre cable termination box mounted in each mast shall be a waterproof enclosure of adequate dimensions. The cable termination box shall be fitted with a lid secured with at least four captive screws. All metal parts of the housing shall be bonded to the main earth.

2.5. Floodlight Luminaires

The luminaires must comply with SANS 10389, SANS 475, SANS 60598-1, and SANS 60598-2-5.

The new LED luminaires to be installed shall be similar or approved equal to the 200W Gigatera MA200 type and shall have the following minimum requirements:

1. Power consumption – 200W
2. LED lumen output – min 23,000 lm
3. LED lifetime – min 50,000 hours
4. The luminaires shall have an approved asymmetric luminous intensity distribution suitably controlled internally for a medium and narrow beam distribution.
5. The luminaire housing shall be robustly constructed of marine grade high pressure die cast aluminium and shall be weatherproof, hail proof, corrosion proof and vandal resistant. Glass reinforced polyester (GRP) luminaires are not acceptable.
6. Surge protection 10kV / 10kA

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7. A minimum power factor of 0.9
8. Hinge pins, clips, clamps, set screws, bolts, nuts and washers shall be manufactured from an appropriate grade of stainless steel and shall be to the approval of the Engineer.
9. The front glass to the luminaire lamp enclosure must be manufactured from heat tempered, impact resistant glass with a minimum thickness of 5mm and must be fitted with a silicon gasket seal. Polycarbonate is not acceptable. The front glass shall be fixed at least at the four corners with stainless steel clamps and suitably sized screws to allow for the periodic cleaning and maintenance of the glass.
10. Silicon rubber gaskets shall be fitted into a groove in the housing and shall be kept in place such that the integrity of the IP rating is ensured. The gasket shall be screened against harmful radiation from the light source.
11. An exterior lip shall be provided on the housing to ensure that there is no direct rainwater contact with the gasket between the housing and the diffuser, thus ensuring that no moisture is sucked into the diffuser when the luminaire is switched off and cools down.
12. All metal parts of the luminaire must be connected to a suitable earth terminal.
13. Connections shall be brought to a suitable heat resistant screw type plug in terminal block using silicone heat resistant wiring. The terminal block shall be securely fixed to the control gear holding plate. The terminal shall be indelibly marked either by means of colour coding or by the letters L, N & E.

2.6. Degrees of Protection

The degree of protection shall comply with SANS 60598-2-3 and the categories shall be:

- Distribution board: IP 65
- Lamp compartment: IP 66
- Control gear compartment: IP 66

The IP rating shall be certified by a SABS test report in accordance with SANS 60598-2-3. Test certificates/reports pertaining to each type of luminaire offered must be submitted with the tender.

3. FOUNDATIONS

3.1. Excavations

To account for soil conditions that may vary along an excavation, rates for 3 different types of soil will be used- "Normal", "Difficult" and "Hard". Hard excavation will be measured as "Normal" with the use of necessary compressor and/or other mechanical equipment being measured as an extra over rate.

The types of excavation are defined as follows:

- Normal Excavation: Material that can be loosened and removed using pick and shovel (such as grass covered sand, soft clay, dry earth, small stones in sand which can be removed by hand, or thin layers of "koffieklip").
- Difficult Excavation: Material that is difficult to loosen and remove using pick and shovel such as large layers of "koffieklip", hard dry clay, ground containing boulders and layers of tar or where progress is slow and other services are affected. The cost of any

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- mechanical plant used to assist in loosening the material is to be included in the given rate.
- Hard Excavation: A solid mass of material, 1m or longer, that can be broken only using a paving breaker, or jackhammer and/or blasting and where progress is very slow.

The Engineer must authorise any difficult or hard excavation before it may be claimed.

Excavations must be carried out in a neat and workmanlike fashion.

The Contractor must remove tar pieces, stones and sharp objects from the excavated soil and ensure that such material is removed from site daily. No stones, tar pieces or sharp objects may be put back in the trench.

No excavations or holes shall be left open for longer than 3 days or over a weekend.

Excavated material may not be dumped or stored against boundary walls or on landscaped gardens unless the prior consent of the property owners is obtained. The Contractor shall be responsible for the restoration of defaced property. Where excavated material is placed on road surfaces, care must be taken not to block stormwater drains or open channels.

Where grass sods or plants are removed, they must be neatly packed adjacent to the trench. The Contractor must keep the grass sods or plants damp after removal by watering or otherwise to ensure that they remain alive. The Contractor must ensure that all vegetation is replanted after the trench is properly backfilled and compacted. The Contractor must make good at his own cost any vegetation damaged during the excavation and not restored to its original condition.

Brick paving must be removed neatly and stacked adjacent to the area excavated at a location that is acceptable to the user of such brick paved surface. The Contractor shall be responsible for replacing any bricks that are broken. The Contractor must reinstall the removed bricks to the satisfaction of the user. The same method of operation shall apply for paving slabs.

When excavating through kerbs, channels, edgings, or any other edge unit, these shall be carefully removed up to the nearest whole unit and replaced. If these units are damaged, they shall be replaced with similar approved new units for the cost of the Contractor.

Any water accumulating in excavated trenches or holes, either as a result of rain or due to the level of the water table, must be pumped out by the Contractor to make work inside the trench or hole possible.

Care must be taken to ensure that effective barriers are erected around all excavations to ensure the safety of the general public. In this regard the contractor must install an orange meshed barrier screen (or other type of barrier if deemed by the Contractor to be more effective) up to at least a metre in height around the entire excavated area. The barrier must be secured in such a way that it will not be disturbed by adverse weather conditions. Where the public requires access across the excavation, suitable, safe crossings must be provided. The Contractor must detail in his safety plan the measures that will be taken to safeguard the public.

The Contractor shall be responsible for any liability arising out of his activities. This includes the safety of the public while the trenches are open.

The Contractor must consult the owners of properties who may be affected by the activities of the Contractor e.g., driveways, well maintained verges, or gardens.

3.2. Concrete Base

The concrete base, reinforcing cage and fixings shall be designed and constructed to the requirements of SANS 1200 A, SANS 1200 AA, SANS 1200 G, SANS 1200 GA, SANS 10144, SANS 10145, SANS 17660-1, SANS 17660-2, and SANS 920.

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The base design shall include a minimum of 110mm PVC ducting to allow the supply cable and the two 35 mm² copper earthing conductors access from below ground level to the inside of the mast without being visible above.

The Contractor shall test the soil bearing pressure for each mast prior to casting the concrete base to ensure that the soil load bearing conditions are suited to the specific concrete base design. The cost of these tests shall be included in the pricing schedule. The results of these tests must be discussed with the Engineer prior to casting of the concrete base and hand the results over to the Engineer prior on completion of the project.

All reinforcing and foundation bolts shall have a minimum of 100mm concrete cover. The 28 days cube strength of the concrete shall be stated by the Contractor.

All foundations shall have a circular flat base from which a square plinth shall rise to above the surrounding ground level.

After casting of the foundation, the slab shall be covered by earth, properly compacted. The area around the plinth shall be brought to the original level and shall be left neat and tidy.

3.3. Holding Down Bolts

The holding down bolts shall be supplied as part of a welded-up cage for accurate casting into the foundations. Suitable templates shall be used to ensure correct vertical and horizontal alignment of the bolts.

Two nuts and washers and one locknut shall be supplied with each bolt, as part of the holding down bolt assembly.

The holding down U-bolts and the associated nuts and washers shall be mild steel hot dip galvanised to SANS 121.

4. EARTHING OF MAST

Earthing of the mast shall comply with SANS 10142 and SANS 10313. The minimum earthing shall however consist of two (2) x 2,4 m earth spikes installed on opposite sides of the mast. The top of the spikes shall be at least 600 mm below finished ground level. The two spikes shall be connected together and from each spike to the inside of the mast using a 70mm² bare copper conductor (or approved equivalent) via the ducting provided. There shall be no joints in the earth conductors and all terminations shall be to the manufacturer's requirements.

5. MARKING

Each pole must be identified with an indelible identification mark. The method of marking shall be to the approval of the Engineer.

6. TESTING AND COMMISIONING

The complete installation shall be tested and commissioned in the presence of the Engineer for his approval.

C.3.4 SCHEDULES – TO BE COMPLETED

Schedule A in the table below must be completed by the Tenderer providing guarantees and technical particulars of the equipment and materials offered. Failure by the Tenderer to complete Schedule A could invalidate the tender.

1.1 ITEM 1 – LED Flood Light LUMINAIRES

1. Item	DESCRIPTION	SCHEDULE A
1.1.	Lumens offered	
1.2.	Wattage	
1.3.	Efficacy	
1.4.	System Voltage 220V to 240V at 50 Hz. (Provide test report)	
1.5.	Power Factor Minimum 0.9. (Provide test report)	
1.6.	Surge Protection \geq 10 kV, 10kA	
1.7.	Lumen Maintenance	
1.8.	Ambient Temperature -15 to 45 degrees Celsius	
1.9.	IP Rating of Light Fitting \geq IP66 (Provide laboratory test report)	
1.10.	Connection of LED inside modules designed that the failure of one LED do not cause additional LED's to switch off.	
1.11.	Housing Inherently corrosion resistant material painted grey. Preference is for marine grade high pressure die cast Aluminium.	
1.12.	Are the simulation software calculations included with the Tender?	YES / NO
1.13.	Are all the mentioned test reports included with this Tender?	YES / NO
1.14.	Manufacturer	
1.15.	Place of Manufacture	
1.16.	Manufacturer's identification reference	
1.17.	Delivery Period	

Scope of Works**Part C3**

1. Item	DESCRIPTION	SCHEDULE A
1.18.	Warranty (minimum 5 years)	

GEORGE MUNICIPALITY

DIRECTORATE: ELECTROTECHNICAL SERVICES

CONTRACT NUMBER: ENG002/2022

**TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY AND
INSTALLATION OF HIGH MAST LIGHTING FOR A PERIOD OF THREE-
YEARS, FROM DATE OF APPOINTMENT, IF AND WHEN REQUIRED**

Health and Safety Specification (C4)

OHS Inc.

occupational health and safety consultants



Health and Safety Specification In terms of OHS ACT 85 Of 1993

Project: HIGH MAST POLES AND FLOODLIGHTING LUMINAIRES

For: GEORGE MUNICIPALITY - ELECTROTECHNICAL SERVICES

Project Directory

Project Client

Name: George Municipality 71 York Street George 6530	Contact Details: 044 801 9111
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Designer

Name: ELECTROTECHNICAL SERVICES Brick Rd George Industria George 6536	Contact Details: 044 874 3917
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OHS

Name: OHS Inc	Contact Details: 082 7717072 admin@ohsinc.co.za
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Other Parties

Name: George Municipality Electrical Dept	Contact Details: 044 874 3917
Name: George Municipality Water Dept	Contact Details: 044 801 9262
Name: George Municipality Civil Engineering Services	Contact Details: 044 801 9111

Project Details

Provisional Start Date:	TBA
Provisional Completion Date:	TBA
Proposed Contract Duration:	TBA
Proposed Project Value:	TBA
Notification of Construction Work:	Yes
Construction Work Permit Application:	N/A
Prepared by:	J van Graan
Date Prepared:	7 May 2022

PROJECT HEALTH AND SAFETY SPECIFICATION

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- Other Occupational Health and Safety Specification Requirements

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- Safety File requirements

1. Purpose

1. The purpose of this document is to provide health and safety information about specific project risks known by the Client, Designer and Client Agent. These risks are applicable to this project and may not necessarily be common knowledge to the Contractor. The Contractor must take this information into account and ensure that their tenders include adequate resources to deal with the matters detailed in this document. Compliance must be ensured by the Contractor and Appointed Sub- Contractor to all relevant legislation. Safeguarding of employees, sub-contractors and other persons affected by the construction activities must be ensured.
2. Reference should be made to the following documentation in conjunction with this safety specification (including existing surveys, drawings and reports):
 - (a) Engineers Drawings
 - (b) Designers Input
 - (c) Tender Documents
3. Due to potentially dangerous operations being undertaken in construction, there is a possibility of incidents and accident which may lead to injuries or fatalities. In many instances non-compliances to the Occupational Health and Safety Act (OHS Act) has resulted in severe consequences for the parties involved. The Project Client is determined to ensure the highest health and safety standards throughout the Contract.
4. To ensure this The Project Client / Client Agent has prepared and published this document. This document should be used as a guideline for minimum levels of awareness and guidance for health and safety requirements for this Contract. The responsibility for adhering to these requirements rests with the Contractors.
5. Every Employer will provide and maintain, as far as reasonably practicable, a set working environment that is safe and without risk to the health of his employees. OHS Act Section 8 (1)
6. Compliance with the OHS Act and Regulations will not be limited to this specification and the definitions contained in this document.
7. Tenderers are expected to be conversant with the requirements and effect of health and safety legislation, in particular the Construction Regulations, 2014, and the Occupational Health and Safety Act, 85 of 1993. Provision must be made in the tender submission to comply with all legal requirements.
8. The Contractor's personnel will be responsible implementation all necessary legislative requirements. Document control and record systems associated with the legislation must be kept by the Contractor.
9. This document should be used to assist them Contractor towards achieving compliance with the OHS Act.
10. The Specification will be implemented during construction of the works Project Client / Client Agent has control over.
11. *The Project Client is committed to ensure compliance to all the relevant legislation regarding Occupational Health and Safety is maintained and no accident occurs.*
12. This document must be used as a means of measuring performance of all parties entering into a contract with the project Client or Contractor in Occupational Health and Safety Standards.

13. The Project Client does not accept any liability which may result from the Contractor failing to comply with the Document; the Contractor remains responsible for achieving the required performance levels.
14. This document forms part of the Contract, and Contractors are required to make it part of their Contracts with Sub-Contractors and Suppliers.
15. *The successful Contractor will ensure that a Safety Plan complying with all the relevant legal requirements and this document is compiled and approved by the Client/Client Agent before commencement of Construction.*

1.2 **PROJECT DETAILS**

Description of Work

This contract includes the design, supply, delivery to site, off-loading, erection, installation, commissioning, testing, and handing over in full working order a high mast lighting structure, including floodlight luminaires, in George on an “as and when” basis for a period of three (3) years.

The Contractor’s Scope of Work will specifically include the following:

1. Complete Engineering of Works (refer to Section 1.3 tender document).
2. Geotechnical studies of proposed sites and issuing of soil test results.
3. Design, preparation and cast of appropriate foundations.
4. Design, supply, delivery to site, off-loading, erection, installation, commissioning, testing, and handing over in full working order a 30meter high mast pole complete with Luminaires and control panel as specified.
5. Perform an electrical connection to the installation from the Municipal Supply Point.
6. Test and commissioning of the high mast lighting installation.
7. Issuing of a certificate of compliance (COC) in terms of SANS 0142 Code of Practice.
8. George Municipality to supply the electrical connection point to the base of the pole.

This contract is envisaged to be a standard EPC project.

The Contractor shall perform all work and furnish labour, equipment and materials, construction plant, temporary works (including site welfare and temporary supplies), equipment, auxiliaries and accessories, special tools, spare parts and performing all operations and work required for the design, engineering, material selection, manufacturing, inspection and testing at the Vendor’s or his Sub-vendor’s Works, delivery at site including packing, forwarding, loading, transportation to site, custom clearance as required, transit insurance, unloading, storage at site, preservation, transportation from site-store to construction site, erection, finishing, painting, testing & commissioning, performance guarantee tests with all materials, tools, tackles, handling equipment, testing equipment/kits and putting into successful commercial operation complete with standard accessories/attachments as per the relevant technical Specifications, particular equipment specifications, data sheets, relevant codes and practices, which are described in the sections below, as well as applicable statutes, regulations and safety codes of Local Statutory authorities. In case of any conflicts between these requirements the Contractor shall refer to the Engineer for clarification.

1.3 **EXISTING ENVIRONMENT**

In all dealings with the community and workers employed from within the community, the Contractor shall take due cognisance of the character, culture and circumstances of the

community involved and shall at all times use his best endeavours to avoid the development of disputes and to foster a spirit of co-operation and harmony towards the project.

The contractor must ensure that all work areas are clearly barricaded to prevent unauthorised access by members of the public.

Required traffic signs must be displayed while working in or next to public roads, flag persons must be used to warn road users of work being performed.

The Contractor shall at all times, keep the Engineer fully informed on all matters affecting the contractor and the community.

Notwithstanding the fact that the Contractor is solely responsible for the actions of his staff and any duly appointed sub-contractors, the Engineer reserves the right for himself, or his nominated representative, to inspect and monitor working methods and materials handling to ensure that safe working practices are being adhered to at all times.

The Contractor must ensure compliance to section 9 of the Occupational Health and Safety Act when performing their duties at the different work sites.

General duties of employers and self-employed persons to persons other than their employees

- (1) Every employer shall conduct his undertaking in such a manner as to ensure, as far as is reasonably practicable, that persons other than those in his employment who may be directly affected by his activities are not thereby exposed to hazards to their health or safety.
- (2) Every self-employed person shall conduct his undertaking in such a manner as to ensure, as far as is reasonably practicable, that he and other persons who may be directly affected by his activities are not thereby exposed to hazards to their health or safety.

1. Hazards particular to this project Baseline Risk Assessment

1.4 BASELINE RISK ASSESSMENT

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

- COVID-19
- Public Traffic movement next to area where work will be conducted.
- Pedestrian Movement.
- Excavations Manual and Machine
- Open and exposed Trenches
- Working in an elevated position
- Lock out and Tag out
- Use of Construction Plant and Equipment.
- Earthing of electrical equipment and installations
- Cable pulling
- Noise and Dust.
- Electrical work (Connecting street lights to the grid)
- Use of Grinders
- Hot work and welding
- Loading & Offloading
- Rigging and use of cranes
- Fire.

- Hand tools
- Manual Handling of General Items
- Ergonomics
- Line of fire
- Pinch Points
- Manual lifting of light poles into final position.
- Any other task that has the potential to cause death, injury or property damages
- Snakes and other animals on site
- Public Protests
- Intoxicated workers on site

NOTE:

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

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

- Petrol
- Diesel
- Cement

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

Safety Rules

- Ensure all power lines are locked out (de energized) before conducting work on them
- Wear the correct PPE at all times
- Ensure all work areas are barricaded correctly
- Every employee is responsible for his/her own safety at all times
- Always adhere to legal instructions issued by Supervisor
- Report all incidents immediately.
- Think before you act
- Ensure the safety of members of the public that may be affected by construction work

Labour Records

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

Plant Records

At the end of each week the contractor will provide a written record, in schedule form reflecting the number, type and capacity of all plant, excluding hand tools, currently used on the works.

GENERAL PROJECT INFORMATION

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

2. **STANDARD OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION**

2.1. **Scope**

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

2.2. **Interpretation**

2.2.1. **Application**

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

2.2.2. **Definitions**

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

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

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

Competent person

Means a person who

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

"certificate of compliance" means

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

(b) a certificate of compliance issued under the Electrical Installation Regulations, 1992;

"electrical contractor"

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

"electrical installation"

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

- (a) any machinery of the supplier related to the supply of electricity on the premises;
- (b) any machinery which transmits electrical energy in communication, control circuits, television or radio circuits;
- (c) an electrical installation on a vehicle, vessel, train or aircraft; and
- (d) control circuits of 50 V or less between different parts of machinery or system components,

forming a unit, that are separately installed and derived from an independent source or an isolating transformer;

"Electrical Installation Regulations, 1992"

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

"general control"

in relation to electrical installation work that is being carried out, includes instruction, guidance and supervision in respect of that work;

Hazard identification

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

"installation electrician"

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

"installation work" means

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

"master installation electrician"

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

"registered person"

means a person registered in terms of

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

Risk assessment

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

Site

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

System

Means an electrical system in which all the conductors and apparatus are electrically connected to a common source of electromotive force.

The Act

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

Hazard

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

Risk

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

DEFINITIONS AND ABBREVIATIONS AS PER GEORGE MUNICIPALITY DOCUMENTS

Client	George Municipality Electrotechnical Services (GM), local government utility of George, South Africa
Contractor	Contractor appointed to Engineer, Procure and Construct the works as described in this specification
Engineer	The person or persons authorised by GM to carry out inspections during manufacture, prior to or after delivery, of the items covered by this specification and acceptance thereof on behalf of the GM
Acceptance	Means that the goods shall have been accepted by GM having been: <ul style="list-style-type: none"> ▪ inspected by the Engineer and found to comply with this specification. ▪ delivered, installed, and commissioned to the address in George, defined in a purchase order issued by GM; and • received and signed for by an authorised employee of GM on its behalf.
Employer	George Municipality, local government, South Africa
Professional Engineer	Professional Engineer registered as a PrEng with the Engineering Council of South Africa (ECSA).
Marked Up drawings	Drawings clearly indicating with red all changes carried out at the site during the erection and testing works. The changed or cancelled items shall not be deleted by eraser or liquid corrector, but crossed only, to keep visible, the cancelled part.

GM	George Municipality
LV	Low Voltage (230V or 400V)
MV	Medium Voltage (11kV for this project)
O&M	Operation and Maintenance
OSH Act	Occupational Health and Safety Act
SHEQ	Safety, Health, Environmental and Quality

2.3 **General Health and Safety Provisions**

2.3.1 **Notification of Intention to Commence Construction Work**

1. A contractor (Principle s well as sub-contractor) who intends to carry out any construction work other than work contemplated in regulation 3(1), must at least 7 days before that work is to be carried out notify the provincial director in writing in a form similar to Annexure 2 if the intended construction work will—
 - (a) include excavation work;
 - (b) include working at a height where there is risk of falling;
 - (c) include the demolition of a structure; or
 - (d) include the use of explosives to perform construction work.
2. A contractor who intends to carry out construction work that involves construction of a single storey dwelling for a client who is going to reside in such dwelling upon completion, must at least 7 days before that work

2.3.2 **Assignment of Contractor's Responsible Persons to Supervise Health & Safety on Site**

2.3.2.1 **Construction Manager Construction regulations 8(1)**

1. A principal contractor must in writing appoint one full-time competent person as the construction manager with the duty of managing all the construction work on a single site, including the duty of ensuring occupational health and safety compliance, and in the absence of the construction manager an alternate must be appointed by the principal contractor.
2. Where the construction manager has not appointed assistant construction managers as contemplated in Construction Regulation 8(2) or, in the opinion of an inspector, a sufficient number of such assistant construction managers have not been appointed, that inspector must direct the construction manager in writing to appoint the number of assistant construction managers indicated by the inspector, and those assistant construction managers must be regarded as having been appointed under Construction Regulation 8(2).
3. No construction manager appointed under Construction Regulation 8(1) may manage any construction work on or in any construction site other than the site in respect of which he or she has been appointed.
4. A construction manager must in writing appoint construction supervisors responsible for construction activities and ensuring occupational health and safety compliance on the construction site.
5. The appointed CR 8(1) construction manager must have attended the following health and safety training and certificates must be provided with the legal appointment
 - Legal Liability
 - Construction Regulations 2014

2.3.2.2 Construction Safety Officer Construction regulations 8(5)

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

2.3.2.3 Construction Supervisor Construction regulations 8(7)

1. A contractor must, upon having considered the size of the project, in writing appoint one or more competent employees for different sections thereof to assist the construction supervisor contemplated in Construction Regulation 8(7) and every such employee has, to the extent clearly defined by the contractor in the letter of appointment, the same duties as the construction supervisor: Provided that the designation of any such employee does not relieve the construction supervisor of any personal accountability for failing in his or her supervisory duties in terms of this regulation.
2. Where the contractor has not appointed an employee as contemplated in Construction Regulation 8(8), or, in the opinion of an inspector, a sufficient number of such employees have not been appointed, that inspector must instruct the employer to appoint the number of employees indicated by the inspector, and those employees must be regarded as having been appointed under Construction Regulation 8(8).
3. No construction supervisor appointed under Construction Regulation 8(7) may supervise any construction work on or in any construction site other than the site in respect of which he or she has been appointed: Provided that if a sufficient number of competent employees have been appropriately designated under Construction Regulation 8(7) on all the relevant construction sites, the appointed construction supervisor may supervise more than one site.

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

2.3.3 Competency for Contractor's Responsible Persons

1. The Contractor's responsible persons will be competent in health and safety and will have undergone Health and Safety Management Courses. (**Legal liability, Construction regulations 2014, OHS Act, HIRA & Incident investigation**)

2.3.4 Compensation of Occupational Injuries and Diseases Act 130 of 1993 (COIDACT)

1. The Contractor will submit a letter of good standing with the Compensation Insurer to The Project Client / Client Agent, within 10 working days from receipt of the Letter of Acceptance from The Project Client / Client Agent prior to commencing work on site. **"NO LETTER OF GOOD STANDING NO WORK"**

2.3.5 Occupational Health and Safety Policy

1. The Contractor will submit a Health and Safety Policy with the Quotation, signed by the Chief Executive Officer. As and when contract is awarded the contractor must ensure that the policy is communicated to all supervision and employees that will be working on this project, signed attendance register must be provided as proof.

2.3.6 Health and Safety Organogram

1. The Contractor will submit an organogram to the Client/ Client Agent, outlining the Health and Safety Site Team as required and as related to the relevant appointments by the OHS Act. The organogram must include the legal reference under which each person is appointed as well as the persons contact number and e-mail address.

2.3.7 Risk Assessment for construction work

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

Issue Based Risk Assessment

1. As circumstances and needs arise, separate risk assessment will need to be conducted. An additional risk assessment will need to be conducted when for example:
 - (a) A new operation introduced onto site
 - (b) A system for work is changed
 - (c) After an accident or a 'near miss's has occurred

Continuous Risk Assessment

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

2.3.8 Health and Safety Representative(s)

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

2.3.9 Health and Safety Committee

1. The Contractor will ensure that monthly health and safety meetings are held, and minutes are kept on record. Meetings must be organized and chaired by the Contractor's Responsible Person. The Contractor will ensure that the *Health and Safety Representative(s)* is/are invited to attend the meeting as observer. Copies of the minutes must be made available to the Client/ Client Agent or Inspector.

2.3.10 Inductions

1. The Contractor will ensure that all employees under his / her control have gone through health and safety induction before being allowed to perform any task on site. The Contractor will keep a copy of the attendance register of all his / her employees who attended the induction. The contractor must ensure that as new employees are brought to site during the project, they must also undergo inductions before being able to perform any task on site. The induction provided to employees must be in document form to indicate material used and must be available in the safety file.

2.3.11 Medical certificates of fitness

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

The contractor must also ensure that random drug & alcohol tests are conducted monthly on 10% of the workforce.

2.3.12 Awareness

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

2.3.13 Competency

1. After the Contractor has identified the training to be conducted, based on the Hazard Identification Risk Assessment (HIRA); he / she will send the relevant persons on appropriate courses and keep certificates of training for reference.

2.3.14 General Record Keeping

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

2.3.15 General Inspection, Monitoring and Reporting

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

2.3.16 Internal Audits

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

2.3.17 External Audits

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

2.3.18 Emergency Procedures

1. *The Contractor will submit a detailed Emergency Procedure for approval by The Project Client / Client Agent prior to commencement on site.* The procedure will detail the response plan including the following key personnel:

- (a) List of key personnel,
 - (b) Details of emergency services,
 - (c) Actions or steps to be taken in the event of the emergency; and
 - (d) Information on hazardous materials / situations, including each material's hazardous potential impact or risk on the environment or human and measures to be taken in the event of an accident.
2. Emergency procedures will include, but will not be limited to COVID-19, fire, spills, accidents to employees, use of hazardous substances, etc. The Contractor will advise The Project Client / Client Agent in writing of any on site emergencies, together with a record of action taken, within 24 hours of the emergency occurring. A contact list of all service providers (Fire Department, Ambulance, Police, Medical and Hospital, etc.) must be maintained and available to site personnel.

2.3.19 First Aid Box and First Aid Equipment

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

2.3.20 Accident / Incident Reporting and Investigation

1. The Contractor will in addition to the prescribed requirements of the OHS Act investigate, record and report all reportable incidents. The investigations will be conducted by a qualified person or persons who have sufficient knowledge to carry out an investigation. In the case of a serious injury, meaning one in which a loss of man-hours are experienced exceeding 7 days, an independent investigator must be appointed by the Contractor. All incidents on site must be reported to the Client Agent within 1 hour of occurrence by means of a telephone call or SMS.

2.3.21 Hazards and Potential Situations Communication

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

2.3.22 Personal Protective Equipment (PPE) and Clothing

1. The Contractor will make provision and keep adequate quantities of SABS approved PPE or clothing on site at all times. These will be analysed by means of the Risk Assessment. The contractor must ensure that a PPE survey is conducted to determine the type of PPE that will be needed and indicate which job category will need what PPE. PPE issue records must also be kept for all PPE issued to employees on site, ensure each employee signs for their PPE
2. The Contractor will clearly outline procedures to be taken when PPE or clothing is:
- (a) Lost or Stolen
 - (b) Worn Out or Damaged
 - (c) When and where it must be worn or used

2.3.23 Occupational Health and Safety Signage

1. The Contractor will provide adequate on site OHS signage in line with SANS 1186 requirements. OHS signage will include, but will not be limited to, Construction area, Hard

Hat / Helmet Area; Safety Goggles, Safety Shoes to be worn on site; Dust Masks to be worn in areas where there might be exposure to excessive dust; Ear Plugs / Muffs to be worn where there might be exposure over 85 dBA; Gloves; Safety Goggles; Safety Harness, etc. The Contractor will be responsible to maintain the quality and replacement of signage.

2.3.24 Consolidated Health and Safety File

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

2.4 Occupational Safety

2.4.1 Excavations

1. A contractor must –
 - (a) 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
 - (b) evaluate, as far as is reasonably practicable, the stability of the ground before excavation work begins.
2. A contractor who performs excavation work –
 - (a) 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;
 - (b) 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 –
 - i. the sides of the excavation are sloped to at least the maximum angle of repose measured relative to the horizontal plane; or
 - ii. such an excavation is in stable material: Provided that –
 - (a) permission has been given in writing by the appointed competent person contemplated in Construction Regulation 13(1) upon evaluation by him or her of the site conditions; and
 - (b) (bb) 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 contemplated in Construction Regulation 13(1) and the professional engineer or technologist, as the case may be;
 - (c) must take steps to ensure that the shoring or bracing contemplated in paragraph (b) is designed and constructed in a manner that renders it strong enough to support the sides of the excavation in question;
 - (d) 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;
 - (e) 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;

- (f) 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;
- (g) 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;
- (h) must ensure that every excavation, including all bracing and shoring, is inspected -
 - i. daily, prior to the commencement of each shift;
 - ii. after every blasting operation;
 - iii. after an unexpected fall of ground;
 - iv. after damage to supports; and
 - v. after rain,
 by the competent person contemplated in Construction Regulation 13(1), 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;
- (i) 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 -
 - i. adequately protected by a barrier or fence of at least one metre in height and as close to the excavation as is practicable; and
 - ii. provided with warning illuminates or any other clearly visible boundary indicators at night or when visibility is poor,
 or have resort to any other suitable and sufficient precautionary measure where subparagraphs (i) and (ii) are not practicable;
- (j) 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;
- (k) 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
- (l) must cause warning signs to be positioned next to an excavation within which or where persons are working or carrying out inspections or tests.
- (m) No person may enter a tunnel, which has a height dimension of less than 800 millimetres.

2.4.2 *Stacking of Materials*

1. A contractor must, in addition to compliance with the provisions for the stacking of articles in the General Safety Regulations, 2003, ensure that –
 - (a) a competent person is appointed in writing with the duty of supervising all stacking and storage on a construction site;
 - (b) adequate storage areas are provided;
 - (c) there are demarcated storage areas; and
 - (d) storage areas are kept neat and under control.

2.4.3 *Housekeeping and General Safeguarding on Construction Sites*

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

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

2.4.4 Noise Induced Hearing Loss

1. Where noise is identified as a hazard the requirements of the NIHL regulations must be complied with and the following must be included / referred to in the Health and Safety Plan. The Contractor must be able to:
 - (a) Proof of training with regards to these regulations.
 - (b) That monitoring carried out by an AIA and done according to SABS 083.
 - (c) Medical surveillance programme is established and maintained for the necessary employees.
 - (d) Control of noise by means of:
 - i. Engineering methods considered
 - ii. Admin control considered
 - iii. Personal protective equipment considered/decided on
 - iv. Describe how records are going to be kept for 40 years.

2.4.5 Construction Plant

“Construction Plant” encompasses all types of plant including but not limiting to, cranes, piling frames, boring machines, and excavators, draglines, dewatering equipment and road vehicles with or without lifting equipment.

1. A contractor must ensure that all construction vehicles and mobile plant -
 - (a) are of an acceptable design and construction;
 - (b) are maintained in a good working order;
 - (c) are used in accordance with their design and the intention for which they were designed, having due regard to safety and health;
 - (d) are operated by a person who -
 - i. 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;
 - ii. 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 of Construction Regulation 2014
 - (e) have safe and suitable means of access and egress;

- (f) (f) 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;
- (g) (g) are prevented from falling into excavations, water or any other area lower than the working surface by installing adequate edge protection, which may include guardrails and crash barriers;
- (h) (h) are fitted with structures designed to protect the operator from falling material or from being crushed should the vehicle or mobile plant overturn;
- (i) (i) are equipped with an acoustic warning device which can be activated by the operator;
- (j) (j) are equipped with an automatic acoustic reversing alarm; and
- (k) (k) 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.

2. A contractor must ensure that –

- (a) 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;
- (b) 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;
- (c) 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;
- (d) every traffic route is, where necessary, indicated by suitable signs;
- (e) 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 lights or reflectors, or barricades equipped with appropriate lights or reflectors, in order to identify the location of the vehicles or plant;
- (f) 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;
- (g) whenever visibility conditions warrant additional lighting, all mobile plant are equipped with at least two headlights and two taillights when in operation;
- (h) 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;
- (i) vehicles used to transport employees have seats firmly secured and adequate for the number of employees to be carried; and
- (j) all construction vehicles or mobile plant travelling, working or operating on public roads comply with the requirements of the National Road Traffic Act, 1996.

2.4.6 Fire Extinguishers and Fire Fighting Equipment

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

2.4.7 Hired Plant and Machinery

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

2.4.8 General Machinery

1. The Contractor will 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.

2.4.9 Portable Electrical Tools / Explosive Power Tools

1. A contractor must, in addition to compliance with the Electrical Installation Regulations, 2009, and the Electrical Machinery Regulations, 1988, promulgated by Government Notice No. R. 1593 of 12 August 1988, ensure that -
 - (a) before construction commences and during the progress thereof, adequate steps are taken to ascertain the presence of and guard against danger to workers from any electrical cable or apparatus which is under, over or on the site;
 - (b) all parts of electrical installations and machinery are of adequate strength to withstand the working conditions on construction sites;
 - (c) the control of all temporary electrical installations on the construction site is designated to a competent person who has been appointed in writing for that purpose;
 - (d) all temporary electrical installations used by the contractor are inspected at least once a week by a competent person and the inspection findings are recorded in a register kept on the construction site; and
 - (e) all electrical machinery is inspected by the authorized operator or user on a daily basis using a relevant checklist prior to use and the inspection findings are recorded in a register kept on the construction site.

2.4.10 Public Health and Safety

1. The Contractor will ensure that each person working on or visiting a site, and the surrounding community, will be made aware of the dangers likely to arise from on-site activities and the precautions to be observed to avoid or minimize those dangers. Appropriate health and safety signage will be posted at all times. No visitor will be allowed to be on site without permission of the Construction Supervisor or his/her Assistant. All visitors must complete a register, which should include the name, reason for visit and contact detail of said person. Should site offices be erected at the place of work the Contractor will ensure that the site is fenced on all sides with a minimum requirement of 1600 mm Diamond mesh, galvanised fence, this fence must have a gate fitted to ensure security and stop unwanted entrance to site. The gate must be closed at all times and access must be controlled.
2. Both the Project Client / Client Agent and the Contractor have a duty in terms of the OHS Act to do all that is reasonably practicable to prevent members of the public and others being affected by the construction processes to be aware and put preventative measure in place. The public or visitors will go through a brief health and safety induction detailing hazards and risks they may be exposed to and what measures are in place to control these hazards and risks. All visitors must complete a register, which should include the name, reason for visit and contact detail of said person.

2.4.11 Facilities for Safekeeping and Eating Area (Mess Room) for workers

1. There will be a temporary structure to serve as a mess room or eating area.

2.4.12 High Voltage Electrical Equipment & Electrical Regulations

High Voltage Electrical Equipment

1. The Contractor will ensure that, where the work is under, on or near high-voltage electrical equipment the Electrical Regulations, together with safety instructions (Regulations of the

Owner of the Equipment George Municipality) are complied with.

2. Such equipment includes: -

- Eskom and the Local Authority equipment
- The Contractor's own power supply; and
- Electrical equipment being installed but not yet taken over from a Contractor by The Project Client / Client Agent.

Electrical Regulations

The employer must take reasonable measures to ensure that all electrical apparatus and electrical reticulation systems are designed, constructed, installed, operated and maintained by a competent person or under the direct supervision of such a competent person

The employer must take reasonable measures to ensure that no person suffers any electrical shock, thermal burning or electrocution as a result of:

- exposure to current flow;
- a person unintentionally coming into contact with exposed parts of any electrical apparatus;
- exposure to thermal effect, overcurrent, short circuit, fault current, earth fault, overvoltage and undervoltage;
- any electrical apparatus failing due to electromagnetic interference from other equipment.
- any electrical apparatus being incorrectly selected, installed, operated or maintained;
- any electrical apparatus being placed and protected in such a manner as to allow inadvertent contact with any live portion thereof; and
- any exposure to fires as a result of electrical faults

The measures contemplated in regulation 3.2 must include measures to ensure that where the interruption of electrical supply to any equipment could result in a Significant risk, such electrical supply can be substituted from another source or network, which can include an emergency supply alternator / generator, for power supply in the event of an interruption to the normal power supply;

an extension of any electrical reticulation system is approved by a competent person (engineer) taking into account the reticulation network and the effect thereon;

only competent persons operate switchgear of machinery where the operation of such machinery poses a significant risk and that such switchgear is protected against unauthorised access and operation;

electrical apparatus and switchgear in substations are installed:

- with sufficient clearances to prevent inadvertent contact with live conductors;
- in such a manner to prevent environmental conditions leading to such electrical Apparatus and switchgear posing a significant risk to persons;
- so as to provide unrestricted clearances around the apparatus or switchgear to Enable escape of personnel during normal operation and emergencies;
- with an effective means to disconnect the energy source; and
- together with means to effectively extinguish any fire in the substation;

all electrical apparatus are clearly marked with the maximum voltage that may be present therein unless such apparatus contains voltages lower than 50 volts;

where electrical apparatus or switchgear is required to be live for the purpose of examination or testing, such examination or testing is done by a competent person² in the company of a person conversant with the risks of electricity, and both these persons are suitably protected from live contact and flash;

whenever work is to be carried out on electrical apparatus which has been isolated from all sources of supply, effective precautions are taken, by earthing or other means, to electrically discharge such apparatus so as to prevent any conductor or apparatus from being made live while any person is working thereon;

any accessible metallic portion of electric plant or apparatus which, though not normally forming part of an electric circuit, may inadvertently become live, is insulated or connected to earth by a conductor of adequate cross-sectional area capable of withstanding the maximum possible earth fault current condition, so as to prevent any significant risk to persons for the duration that the fault current that may be flowing in the circuit;

all switching operations of medium voltage or higher voltage switchgear are carried out in accordance with a procedure prepared and implemented by the employer;

where any electrical cable is buried in the ground or installed in such a position that mechanical damage may occur, it is protected by an **armouring**;

a competent person:

- (a) examines and tests all new and re-erected electric apparatus and switchgear before it is put into service; and
- (b) at least once in every six months thoroughly examines and tests all electrical apparatus for earth continuity and functioning of associated protective devices, except in cases where a continuous earth monitoring system has been installed;

all medium voltage and high voltage switchgear protection devices are tested for Correct functioning

- (a) on commissioning or after any primary circuit component change which may affect the function of the protection device, by means of primary current injection; and
- (b) annually;

the person or persons carrying out the examinations or tests referred to in Regulations 3.3.20 and 3.3.21 record the results thereof, and that such results are promptly brought to the attention of the competent person¹, who must ensure that the settings comply with the network design criteria to verify the correct setup;

persons carrying out examinations, repairs or other work at elevated positions in close proximity to electrical apparatus are protected from live electrical contact;

no electrical cable trench or duct is left open, uncovered or unprotected, except when persons are working in such trench or duct or where precautions have been taken to prevent persons from inadvertently falling into such trench or duct;

the design and construction of power lines are in accordance with South African Bureau of Standards Code of Practice SANS 10280, 1995. "Overhead power lines for conditions prevailing in South Africa";

NOTE Normative references in SANS 10280, 1995 are not applicable to the employer

2.4.13 Fall Protection where applicable

1. A contractor must –
 - (a) designate a competent person to be responsible for the preparation of a fall protection plan;
 - (b) ensure that the fall protection plan contemplated in paragraph (a) is implemented, amended where and when necessary and maintained as required; and
 - (c) take steps to ensure continued adherence to the fall protection plan.
2. A fall protection plan contemplated in Construction Regulation 10(1), must include –
 - (a) a risk assessment of all work carried out from a fall risk position and the procedures and methods used to address all the risks identified per location;
 - (b) the processes for the evaluation of the employees' medical fitness necessary to work at a fall risk position and the records thereof;
 - (c) a programme for the training of employees working from a fall risk position and the records thereof;
 - (d) the procedure addressing the inspection, testing and maintenance of all fall protection equipment; and
 - (e) a rescue plan detailing the necessary procedure, personnel and suitable equipment required to affect a rescue of a person in the event of a fall incident to ensure that the rescue procedure is implemented immediately following the incident.
3. A contractor must ensure that a construction manager appointed under regulation 8(1) is in possession of the most recently updated version of the fall protection plan.
4. A contractor must ensure that –
 - (a) all unprotected openings in floors, edges, slabs, hatchways and stairways are adequately guarded, fenced or barricaded or that similar means are used to safeguard any person from falling through such openings;
 - (b) no person is required to work in a fall risk position, unless such work is performed safely as contemplated in Construction Regulation 10(2);
 - (c) fall prevention and fall arrest equipment are –
 - i. approved as suitable and of sufficient strength for the purpose for which they are being used, having regard to the work being carried out and the load, including any person, they are intended to bear; and
 - ii. securely attached to a structure or plant, and the structure or plant and the means of attachment thereto are suitable and of sufficient strength and stability for the purpose of safely supporting the equipment and any person who could fall; and
 - (d) fall arrest equipment is used only where it is not reasonably practicable to use fall prevention equipment.

5. Where roof work is being performed on a construction site, the contractor must ensure that, in addition to the requirements set out in Construction Regulation 10 (2) and (4), it is indicated in the fall protection plan that –
 - (a) the roof work has been properly planned;
 - (b) the roof erectors are competent to carry out the work;
 - (c) no employee is permitted to work on roofs during inclement weather conditions or if any conditions are hazardous to the health and safety of the employee;
 - (d) all covers to openings and fragile material are of sufficient strength to withstand any imposed loads;
 - (e) suitable and sufficient platforms, coverings or other similar means of support have been provided to be used in such a way that the weight of any person passing across or working on or from fragile material is supported; and
 - (f) suitable and sufficient guard-rails, barriers and toe-boards or other similar means of protection prevent, as far as is reasonably practicable, the fall of any person, material or equipment.

2.4.14 Lifting Machinery and Tackle, Material Hoist and Cranes

1. A risk assessment shall be conducted prior to commencing with the task to identify the risk involved and appropriate mitigation measures must be put in place.
2. If it is the Principal Contractor's intention is to use lifting machines on site, it should be indicated in the Principal Contractor's SHE Plan as well as the inspection so that the Client can conduct an inspection when equipment is brought onto site. If it is the intention to use a contractor they must enter the name of the contractor into the Notification Letter to the Department of Labour (Notification of Construction work)
3. All lifting machine operators shall be competent to operate a lifting machine. They must be in possession of a valid training permit, issued in terms of the code of practice for the evaluation for lifting machine operators.
4. Whenever making use of a contractor to do lifting work, the Principal Contractor must ensure that the operator is competent and that a valid competence certificate as well as appointment letter is
5. Principal Contractor should verify if the lifting machines have been examined and a performance test carried out.
6. Any training should have been done according to the relevant Code of Practice by a provider registered by the Department of Labour.
7. Before using any lifting machines or tackle the operator should inspect it and confirm that it is suitable for use.
8. All lifting machines shall be examined and subjected to a performance test by an accredited person / company at intervals not exceeding 12 months.
9. All lifting tackle should be examined by an accredited person / company at intervals not exceeding 3 months.
10. Reference should be made to the requirements of the Driven Machinery Regulation 18 and Construction Regulation 19 and 22 of the OHS Act., for further specific requirement details.
11. All lifting tackle should be recorded on a register, maintained in the SHE File.
12. All hooks shall be fitted with a safety latch / catch and pop marks for hook spreading checking purposes.
13. All lifting tackle should be conspicuously and clearly marked with identification particulars and the maximum mass load which it is designed for.
14. A risk assessment should be conducted prior to starting with the task. Consideration should include:
 - Account taken of wind speed, direction and force;
 - Lifting machines erected taking into account a safe distance from excavations;
 - When working in close proximity to power lines, the contractor must apply for a permit.
 - Account should be taken of the bearing capacity of the ground.
 - The Principal Contractor and all other contractors are to ensure that all persons in and around the project site shall keep out from under suspended loads, including

excavators, and between a load and a solid object where they might be crushed if the load should swing or fall.

- They shall not pass or work under the boom or any crane or excavator or be close enough to be struck by a turning cranes counterweight. The risk assessment shall identify and define safe walking routes for pedestrians and protected routes for road vehicles.
- Contractors and their employees shall ensure that crane loads are not carried over the heads of any workmen.
- Guide ropes to be used to prevent loads from swinging.

2.5 ***Occupational Health***

1. Exposure of workers to occupational health hazards and risks are very common in any work environment, especially in construction. The occupational hazards and risks may enter the body in three ways:
 - (a) Inhalation e.g. cement dust;
 - (b) Ingestion through swallowing;
 - (c) Absorption through the skin (pores) e.g. painting or use of thinners.
2. All contractors are to ensure that where employees are exposed to airborne contaminants, pre-employment medicals should be conducted to ensure fitness to work under such conditions.
3. All contractors will be responsible for the full cost of medical treatment that his staff may require; the contractor is therefore required to ensure that all his personnel are medically fit.
4. All Contractors should ensure that Occupational Hygiene surveys are conducted as per the Occupational Health and Safety Act to ensure employees are not exposed to hazards. Risk Assessments should identify areas where surveys are to be conducted.

2.6 ***COVID-19 (SARS-CoV-19 virus) Workplace Preparedness:***

Implement and adhere to the most recent published COVID-19 regulations and requirements

**OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION REQUIREMENTS
FOR CONSTRUCTION**

ANNEXURE A

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

Assignment of Contractor's Responsible Persons

ANNEXURE B

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

Owner of business Declaration of acceptance of responsibility Sect 16(1)*
Construction Manager CR 8(1)*
Construction Supervisor CR 8(7)
Assistant Construction Supervisor CR 8(8)
Construction Supervisor CR 8(5)
Risk Assessor - CR 9(1)
Fall Protection Planner CR 10(1)
Excavation Supervisor – CR 13
Temporary Electrical Installation Inspector CR 24
Housekeeping Inspector CR 27
Stacking & Storage Supervisor - CR 28(a)
Fire Equipment Inspector - CR 29(h)
Construction Vehicle & Mobile Plant Operator - CR23(1)(d)* Vehicle used to travel to site and back home
Emergency Coordinator - ER 9
First Aider/s - GSR 3 (Compulsory)
Incident / Accident Investigator - GAR 9(2)
Hand Tool Inspector – Section 8 of the Act
COVID-19 Compliance Officer

OTHER Occupational Health and Safety Specification REQUIREMENTS**ANNEXURE C**

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

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

OTHER Occupational Health and Safety Specification REQUIREMENTS

ANNEXURE D

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

Item	Description
1.	OHS Act section 37.2 Agreement & CR 5(1)(k) Principal Contractor Appointment
2.	EHS Plan (Approved by Client as well as contractor responsible person)
3.	Contractor Policies (As well as proof of communication to employees)
4.	Scope of Work
5.	Contractor Public Liability Insurance Cover (Proof of cover and policy number)
6.	Client SHE Specifications (Proof of communication to Construction Manager & Supervision)
7.	Letter of Good Standing with a Licensed Compensation Commissioner (COID)
8.	Organisation Structure (Must indicate legal appointment reference, contact number as well as e-mail address where applicable)
9.	Notification of Construction work
10.	Induction (Copy of training material and proof of training)
11.	Risk Assessments (Approved risk assessment by contractor as well as proof of communication to all employees)
12.	Area Emergency Plan site specific (Proof of communication to employees)
13.	All Safe work procedures relevant to tasks that will be performed tasks identified as high-risk activities during risk assessment process
14.	Appointments Letters (Copy of legal appointments and competency/CV/Certificates)
15.	Site Specific Audits and Internal Inspections Arrangements (Client)
17.	Personal Protective Equipment (Proof of issue as well as monthly inspections by supervision)
18.	Toolbox Talks (Topics and proof of communication)
19.	Equipment/Tools Inspections Checklist/Registers
20.	Medical Surveillance Certificates
21.	Copy of the Act

22.	Fall Protection Plan
23.	WCL2 Forms
24.	COVID-19