



TENDER DOCUMENT

| | | | |
|---|-------------------|--|--------------|
| TENDER NO | | 91/2025 | |
| TENDER DESCRIPTION | | APPOINTMENT OF A PANEL OF CONTRACTORS FOR THE RETROFITTING, REPAIR AND MAINTENANCE OF STREET AND HIGH MAST LIGHTS WITHIN JB MARKS LOCAL MUNICIPALITY FOR A PERIOD OF 3 YEARS ON AN AS AND WHEN BASIS | |
| CLOSING DATE | 19/01/2026 | CLOSING TIME | 12:00 |
| POSTAL ADDRESS: JB Marks Local Municipality Attention: Supply Chain Management Unit P O Box 113 Potchefstroom, 2520 <i>Clearly mark the Bid envelope with the bid number and title on the face of the envelope</i> <i>Any tenders couriered to be submitted in the Municipality's Bid Box, any bids sent to the wrong recipient other than being submitted in the Bid Box will not be considered</i> | | TO BE SUBMITTED AT: The Bid Box at the Records Office, Room 315 Third Floor, Municipal Building Dan Tloome Civic Centre C/O Sol Plaatjie Ave & Wolmarans Street Potchefstroom 2520 | |
| ATTENTION: FINANCIAL DIRECTORATE SUPPLY CHAIN MANAGEMENT UNIT JB MARKS LOCAL MUNICIPALITY POTCHEFSTROOM | | A bid posted or couriered (at sender's risk) to the Municipality, PO Box 113, Potchefstroom, 2520, in good time so as to reach the Municipality before the above mentioned closing date and clearly indicated attention supply chain management unit, may be accepted on condition that it is place in the correct Bid box before the closing time, it being understood that the Council disclaims any responsibility for seeing that such bids are in fact lodged in the bid box. | |
| SUMMARY FOR TENDER OPENING PURPOSES | | | |
| NAME OF SERVICE PROVIDER: _____ | | | |
| CENTRAL SUPPLIER DATABASE NO: _____ | | | |
| CIDB GRADING (4 EP AND ABOVE): _____ (CRS no.) | | | |
| TOTAL BIDDING PRICE (INCLUDING VAT) | | | |
| Total Bidding Price (Including VAT) | | R | |
| VALIDITY PERIOD: 120 DAYS AFTER THE BID CLOSURE | | | |
| CONTACT DETAILS FOR | | | |
| Bidding procedures and documents | | Bid Scope and specifications | |
| Mr. B Sekolopo Boitshepo | | Mr Katlego Matshogo | |
| Tel: (018) 299 5162 | | Tel: 082 813 4418 | |
| E-mail: bsekolopo@jbmarks.gov.za | | E-mail: katlegom@jbmarks.gov.za | |

CHECKLIST

Please ensure that the following forms have been completed and signed and all documents, as requested, are attached to the tender document:

| DESCRIPTION OF DOCUMENT | DOCUMENT NO | YES | NO |
|---|-------------|-----|----|
| Bid Conditions and Information | | | |
| Invitation to bid and details of the bidder | MBD 1 | | |
| Terms and Reference | | | |
| Current Municipal Certificate / Lease Agreement | | | |
| Pricing schedule – firm prices (purchases) | MBD 3.1 | | |
| Form of Offer and Acceptance | | | |
| Declaration of Interest | MBD 4 | | |
| Preference points claim form for preference points for Specific Goals | MBD 6.1 | | |
| Formal contracts for services | MBD 7.1 | | |
| Declaration of bidder's past supply chain management practices | MBD 8 | | |
| Certificate of independent bid determination | MBD 9 | | |
| Authority of Signatory | | | |
| General Conditions of contract and Bid Requirements | | | |
| Annexure A: Past Experience | | | |

Please sign on Completion.

NAME OF THE BIDDER

SIGNATURE

DATE

BID CONDITIONS AND INFORMATION

1 Agreement

The successful bidder will be expected to sign the Contract Form (Part 1) of this bid document within 90 days of the date of notification by the JB Marks Local Municipality that his/her bid has been accepted.

2 Completion of Bid Documents

- (a) The original bid document must be completed fully in black ink and signed by the authorised signatory to validate the proposal. All the pages must be initialled by the authorised signatory. Failure to do so may result in the invalidation of the bid.
- (b) Bid documents may not be retyped or altered in any way.

3 Alteration or Qualification of Bid

No unauthorised alteration of this set of bid documents will be allowed. Any unauthorised alteration will disqualify the proposal automatically. Any ambiguity has to be cleared with contact person for the bid before closing date.

4 Authorised Signatory

- (a) A copy of the recorded Resolution taken by the Board of Directors, members, partners or trustees authorizing the representative to submit this bid on the bidder's behalf must be attached to the Bid Document on submission of same.
- (b) A bid shall be eligible for consideration only if it bears the signature of the bidder or of some person duly and lawfully authorized to sign it for and on behalf of the bidder.

5 Submission of Bid

- (a) The bid must be put in a sealed envelope, or envelopes when the two-envelope system is specified, clearly marked with the bid number, title as well as closing date and time and placed in the **Tender Box at the JB Marks Local Municipality by not later than 12h00 on 19/01/2026**
- (b) Faxed, e-mailed and late bids will not be accepted. Bids may be delivered by hand, by courier, or posted at the bidder's risk and must be received by the deadline specified above, irrespective of how they are sent or delivered.

6 Opening, Recording and Publications of Bids Received.

- Bids will be opened in public immediately after the bid closure date, or at such time as specified in the bid documents.
- Names of the bidders, and if practical the total amount of each bid and of any alternative bids will be read out aloud.
- Bids received in time recorded and entered in a register which is open for public inspection.

7 Tax Clearance Certificate

- a. A **valid Tax Compliance Status** must accompany the bid documents.
The onus is on the bidder to ensure that the JB Marks Local Municipality has a **Tax Compliance Status** on record and obtain confirmation from the Supply Chain Management Unit of the JB Marks Local Municipality.
- b. Bids not supported by a **valid Tax Compliance Status**, as an attachment to the bid documents will be invalidated.
- c. In bids where consortia/joint ventures/sub-contractors are involved, each party must submit a separate **valid Tax Compliance Status**.

8 Evaluation of Bids

Bids will be evaluated in terms of their responsiveness to the bid specifications and requirements as well as such additional criteria as set out in the bid documents.

9 Acceptance or Rejection of a Bids

The JB Marks Local Municipality reserves the right to withdraw any invitation to submit a bid and/or to re-advertise or to reject any bid or to accept a part of it. The JB Marks Local Municipality does not bind itself to accepting the lowest bid.

10 Registration on Accredited Supplier Database

It is expected of all prospective service providers who are not yet registered on the Central Supplier Database to register online (www.csd.gov.za) and verify their company information at JB Marks Local Municipality Supply Chain Unit. The JB Marks Local1 Municipality reserves the right not to award proposals to prospective suppliers who are not registered on the CSD (Central Supplier Database).

11 Site / Information Meetings None

12 Stamp and Other Duties

The successful bidder will be liable for all duties and costs on legal documents resulting in the establishment of a contract and for the surety and retentions.

13 Language of Contract

The contract documents will be compiled in English and the English versions of all referred documents will be taken as applicable.

- 14 Procurement Policy**
Bids will be awarded in accordance with the Preferential Procurement Regulations, 2001 pertaining to the Preferential Procurement Policy Framework Act, No 5 of 2022.
- 15 Expenses Incurred in Preparation of Bid**
The JB Marks Local Municipality shall not be liable for any expenses incurred in the preparation and submission of the bid.
- 16 Wrong Information Furnished**
Where a contract has been awarded on the strength of the information furnished by the bidder which, after the conclusion of the relevant agreement, is proved to have been incorrect, the JB Marks Local Municipality may, in addition to any other legal remedy it may have, recover from the contractor all costs, losses or damages incurred or sustained by the Municipality as a result of the award of the contract.
- 17 Validity Period**
*Bids shall remain valid for **120 days** after the bid closure date.*
- 18 General and Special Conditions of Contract**
The General Conditions of Contract as well as any Special Conditions of Contract that may form part of this set of bid documents will be applicable to this bid in addition to the conditions of bid.
- 19 Municipal Rates, Taxes and Charges**
The bidder to provide their municipal account of rates and taxes of both the Bidding entity and its directors' in its Bid Document submission. Any bidder which is or whose directors are in arrear with their municipal rates and taxes due to any Municipality within South Africa for more than three months and have not made an arrangement for settlement of or same before the bid closure date will be disqualified.
- 20 Contact with Municipality after Bid Closure Date**
Bidders shall not contact the JB Marks Local Municipality on any matter relating to their bid from the time of the opening of the bid to the time the contract is awarded. If a bidder wishes to bring additional information to the notice of the JB Marks Local Municipality, it should do so in writing to the JB Marks Local Municipality. Any effort by the firm to influence the JB Marks Local Municipality in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

PART A
INVITATION TO BID

| | | | | | |
|---|--|----------------------|------------|----------------------|-------|
| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (JB MARKS LOCAL MUNICIPALITY) | | | | | |
| BID NUMBER: | 91/2025 | CLOSING DATE: | 19/01/2026 | CLOSING TIME: | 12:00 |
| DESCRIPTION: | APPOINTMENT OF A PANEL OF CONTRACTORS FOR THE RETROFITTING, REPAIR AND MAINTENANCE OF STREET AND HIGH MAST LIGHTS WITHIN JB MARKS LOCAL MUNICIPALITY FOR A PERIOD OF 3 YEARS ON AN AS AND WHEN BASIS | | | | |
| THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD 7.1) | | | | | |

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT ROOM 315, THIRD FLOOR, MUNICIPAL BUILDING, DAN TLOOME CIVIC CENTRE

| | | | |
|---|--|--|---|
| SUPPLIER INFORMATION | | | |
| NAME OF BIDDER | | | |
| POSTAL ADDRESS | | | |
| STREET ADDRESS | | | |
| TELEPHONE NO | CODE | NUMBER | |
| CELLPHONE NO | | | |
| FACSIMILE NO | CODE | NUMBER | |
| E-MAIL ADDRESS | | | |
| VAT REGISTRATION NO | | | |
| TAX COMPLIANCE STATUS | TCS PIN | OR CSD NO: | |
| 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 B:3] |
| TOTAL NUMBER OF ITEMS OFFERED | | TOTAL BID PRICE | R |
| SIGNATURE OF BIDDER | | DATE | |
| CAPACITY UNDER WHICH THIS BID IS SIGNED | | | |
| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO: | | TECHNICAL INFORMATION MAY BE DIRECTED TO: | |
| DEPARTMENT | SUPPLY CHAIN UNIT | CONTACT PERSON | Mr Katlego |
| CONTACT PERSON | Mr B Sekolopo | TELEPHONE NO | 082 813 4418 / 084 917 8467 |
| TELEPHONE NO | (018) 299 5162 | FACSIMILE NO | |
| FACSIMILE NO | | E-MAIL ADDRESS | katlegom@jbmarks.gov.za |
| E-MAIL ADDRESS | bsekolopo@jbmarks.gov.za | | |

PART B
TERMS AND CONDITIONS FOR BIDDING

| |
|--|
| 1. BID SUBMISSION: |
| 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. |
| 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED—(NOT TO BE RE-TYPED) OR ONLINE |
| 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. |

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
- 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
- 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
- 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
- 3.5. 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 2.3 ABOVE.

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

SIGNATURE OF BIDDER: _____

CAPACITY UNDER WHICH THIS BID IS SIGNED: _____

DATE: _____

| | | | | |
|--|---|---|--|----------------------------------|
| SUPPLY CHAIN MANAGEMENT UNIT | JB MARKS LOCAL MUNICIPALITY | | | |
| | FORMAL TENDER | | | |
| | ADVERTISED ON | | LOCAL CIRCULATING NEWSPAPER; MUNICIPAL NOTICE BOARD; MUNICIPAL WEBSITE & E-PUBLICATION | |
| | TENDER NO | | 91/2025 | |
| TENDERS ARE HEREBY INVITED FOR THE | APPOINTMENT OF A PANEL OF CONTRACTORS FOR THE RETROFITTING, REPAIR AND MAINTENANCE OF STREET AND HIGH MAST LIGHTS WITHIN JB MARKS LOCAL MUNICIPALITY FOR A PERIOD OF 3 YEARS ON AN AS AND WHEN BASIS | | | |
| PUBLISHED DATE | 01/12/2025 | CLOSING DATE | 19/12/2026 | |
| CLOSING TIME | No later than 12:00 am, tender will be opened immediately thereafter, in public at the JB Marks Local Municipality | | | |
| AVAILABILITY OF TENDER DOCUMENTS | | | | |
| Tender documents are obtainable from Office 104, First Floor, Municipal Building, Dan Tloome Complex during office hours (Mondays to Thursday 08:00 – 16:30 and Fridays 08:00 – 13:30) Tel: (018) 299 5160; Fax (018) 294 8203; E-mail: bsekolopo@jbmarks.gov.za | | Printed copies of the tender documents are obtainable at a non-refundable fee, payable to a cashier at JB Marks Local Municipality, Revenue Section, Groud Floor, Municipal Building, Dan Tloome Complex. | | |
| DATE AVAILABLE | 01/12/2025 | NON- REFUNDABLE FEE: | R600.00 OR FREE DOWNLOAD FRO E- TENDER | |
| TENDER SUBMISSION RULES | | | | |
| <p>1.Tenders are to be completed in accordance with the conditions and tender rules contained in the tender document</p> <p>2. Tender document & supporting documents must be placed in a sealed envelope clearly marked "TENDER 91/2025: APPOINTMENT OF A PANEL OF CONTRACTORS FOR THE RETROFITTING, REPAIR AND MAINTENANCE OF STREET AND HIGH MAST LIGHTS WITHIN JB MARKS LOCAL MUNICIPALITY FOR A PERIOD OF 3 YEARS ON AN AS AND WHEN BASIS" must be deposited in the tender box of the JB Marks Local Municipality, Supply Chain Management Unit, Wolmarans Street, Potchefstroom</p> <p>3. Tenders may only be submitted on the tender document issued by the Municipality</p> <p>4. Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the tender document</p> <p>5. Important note: A valid Tax Clearance Certificate and certified copies of directors and owners identity documents must be submitted with the tender documentation</p> <p>6. VAT must be included in all prices</p> <p>7. No late tenders, tenders per facsimile or – e-mail and tenders per post will be accepted.</p> <p>8. Council reserves the right to accept any tender or part thereof, and with the increase in price of any of the commodities, its purchase of those commodities from the specific tenderer will be considered and to determine the period of tenders to be awarded</p> <p>9. It will be required from service providers to register on the Central Supplier Database (CSD) from the website https://secure.csd.gov.za</p> <p>10. Tenders will not be considered should the prerequisites not met.</p> | | | | |
| Tenders will be evaluated and adjudicated in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000), Regulations 2022, and the JB Marks LocalMunicipality Supply Chain Management Policy, where 80 points will be allocated in respect of price and 20 points in respect of Specific Goals. | | | | |
| Compulsory Briefing Session Date: Time: Venue: | | N/A | | |
| Preferential Procurement Regulations, 2022 – Local Content Requirement | | None | | |
| ANY ENQUIRIES REGARDING BIDDING PROCEDURES MAY BE DIRECTED TO | | | | |
| Section: | Supply Chain Management | Section: | Technical Services: Electricity | |
| Contact Person | Mr B Sekolopo | Contact Person | Mr Katlego Matshogo | |
| Tel | 018 299 5162 | Tel | 082 813 4418 / 084 917 8467 | |
| E-mail | bsekolopo@jbmarks.gov.za | E-mail | katlegom@jbmarks.gov.za | |
| AUTHORISED BY: | MUNICIPAL MANAGER: MR K KUMBE | NOTICE NO | 104/2025 | SPEAKERS OFFICE (ACHIEVES) |



TENDER SPECIFICATIONS:

Service providers are hereby invited to submit tenders for the **APPOINTMENT OF A PANEL OF CONTRACTORS FOR THE RETROFITTING, REPAIR AND MAINTENANCE OF STREET AND HIGH MAST LIGHTS WITHIN JB MARKS LOCAL MUNICIPALITY FOR A PERIOD OF 3 YEARS ON AN AS AND WHEN BASIS**

This tender will commence after the appointment, or if later, the effective date of implementation will be negotiated with the successful tenderer(s) on the same conditions as stipulated.

A brief outline of the history and practice profile must be provided with specific reference to experience in the following areas of specialisation, namely:

SPECIFICATION & SCHEDULE/BILL OF QUANTITIES

SPECIFICATIONS

APPOINTMENT OF A PANEL OF CONTRACTORS FOR THE RETROFITTING, REPAIR AND MAINTENANCE OF STREET AND HIGH MAST LIGHTS WITHIN JB MARKS LOCAL MUNICIPALITY FOR A PERIOD OF 3 YEARS ON AN AS AND WHEN BASIS

GENERAL

This part of the specification shall have preference to any other part of the specification.

SCOPE

The work covered by this contract comprises of the complete Electrical Engineering Works in working order, as according to these specifications. It includes the supply and installation of all materials and equipment according to the Bills of Quantities, for the tender: **TENDER FOR THE APPOINTMENT OF A PANEL OF CONTRACTORS FOR THE RETROFITTING, REPAIR AND MAINTENANCE OF STREET AND HIGH MAST LIGHTS WITHIN JB MARKS LOCAL MUNICIPALITY FOR A PERIOD OF 3 YEARS ON AN AS AND WHEN BASIS**

This tender seeks to establish a panel of electrical contractors who will be called on an as and when basis to supply all needed material, components and equipment and do repairs to Municipal street lights and High Mast lights within the entire jurisdiction of the Municipality. This operations under this contract will cover the whole Municipal area between the regions of Tlokwe and Ventersdorp.

Once a contractor is appointed into the panel they will be requested to avail needed resources as and when called to come and do repairs to street and high mast lights as directed by the City Electrical Engineer. The contractor will be requested to submit attached to their claim the details of the works done with photos of before and after.

Depending on the available budget the contractor will be requested to do repairs on existing luminaire or might be requested to retrofit the existing in inefficient luminaire with a new energy efficient luminaire. The contractor will also be requested to supply deliver and replace a broken street light pole and retrofit

the luminaire as recommended by the City Electrical Engineer.

Extra work which is not covered in any Contract Item and which is ordered by the Engineer in writing as such shall be undertaken by the Contractor on a day work basis.

Day labour as may be required for such day works shall be provided by the Contractor at the rates of wages of the particular category as inserted in the schedules provided for this purpose.

When the Contractor is required to supply materials in connection with such day works as may be ordered, the percentage over actual cost price at the Works on which the Contractor agrees to supply such material as may be required shall be as inserted in the schedules provided for this purpose.

The Contractor shall, when required by the City Electrical Engineer, produce all time sheets, correspondence, invoices and receipts and any other particulars necessary to enable the Engineer to certify the correctness of claims for payment in terms of this provision.

TECHNICAL SPECIFICATION

1. 500W PIOLED NANO FLOODLIGHT LED

- 6000K
- Effective Lumen Output: 45000lm
- PF>0.9: Yes
- Input Voltage: 200V-260V
- CRI>80: Yes
- LED Chips: SANAN 2835 SMD
- Beam: 120°
- IES File: Yes
- Dimmable: No
- Dimension: L490xW410xH79
- Housing: Aluminium
- Surge Protection: 3kV
- Certifications: CE; EMC; IEC60598; RoHS; ISO9001
- Features: Super compact & bright
- IP65 Waterproof
- Smart installation bracket design
- 2 Year Warranty

2. The height of Pole shall be 20 M.

3. Pole will have 6 LED lights

HIGH MAST STRUCTURE

The mast height shall be 20 meters, with minimum diameters of 152mm at the top and 406 mm at the bottom. Minimum plate thickness of bottom section shall be 6mm and other sections 6mm.

CONSTRUCTION

The mast shall be capable of safely withstanding the strong winds prevailing at site. The deflection at the top during heavy storm periods shall therefore be considered in the design and the mast designed in such way that the above deflection during worst periods is kept to a minimum value.

The mast shall be fabricated from special steel plates, cut and folded to form a polygonal section and shall be telescopically jointed and fillets welded.

The 20 meter size mast shall be delivered in sections, and shall be jointed together by slip-stressed-fit method at site. No site welding or bolted joint shall be done on the mast. The minimum overlap distance shall be 1.5 times the diameter at penetration.

The mast shall be provided with full penetrated flange which shall be free from any lamination or incursion. The welded connection of the base flange shall be fully developed to the strength of the entire section. The base flange shall be provided with supplementary gussets between the bolt holes to ensure elimination of helical stress concentration. For the environmental protection of the mast, the entire fabricated mast shall be hot dip galvanized, internally and externally.

DOOR OPENING

An adequate door opening shall be provided at the base of the mast and the opening shall be such that it permits clear access to equipment like winches, cables, plug and socket, etc. and also facilitate easy removal of the winch. The door opening shall be complete with a close fitting, vandal resistant, weather proof door, provided with a heavy duty double internal lock with special paddle key. The door opening shall be carefully designed and reinforced with welded steel section, so that the mast section at the base shall be unaffected and undue buckling of the cut portion is prevented.

LANTERN CARRIAGE

FABRICATION

A fabricated Lantern Carriage shall be provided for fixing and holding the flood light fitting and control gear boxes. The Lantern Carriage shall be of special design and shall be of steel tube construction, the tubes acting as conduits for wires, with holes fully protected by grommets.

The Lantern Carriage shall be so designed and fabricated to hold the required number of flood light fittings and the control gear boxes, and also to have a perfect self-balance.

The Lantern Carriage shall be fabricated in two halves and joined by bolted flanges with stainless steel bolts and plastic lock type stainless steel nuts to enable easy installation or removal from the erected mast. The inner lining of the carriage shall be provided with protective PVC arrangement, so that no damage is caused to the surface of the mast during the raising and lowering operation of the carriage. The entire Lantern Carriage shall be hot dip galvanized after fabrication.

JUNCTION BOX

Weather proof junction box with IP55 enclosure, made of Cast Aluminium shall be provided on the Carriage Assembly as required, from which the inter- connections to the designed number of the flood light and associated control gear fixed on the carriage shall be made.

RAISING AND LOWERING MECHANISM

For the installation and maintenance of the flood lights, it will be necessary to lower and raise the Lantern Carriage Assembly. To enable this, a suitable Winch Arrangement shall be provided, with winch fixed at the base of the mast and the specially designed head frame assembly the top.

WINCH

The winch shall be of completely self-sustaining type, without the need for brake shoe, springs or clutches. Each driving spindle of the winch shall be positively locked when not in use, gravity activated PAWLS. Individual drum also should be operated for fine adjustment of lantern carriage. The capacity, operating speed, safe working load of the recommended lubrication and serial number of the winch shall be clearly marked on each winch. The gear ratio may be according to manufacturer's standard. However, the minimum working load shall be not less than 400Kg. The Winch shall be self-lubricating type by means of an oil bath and the oil shall be readily available grades of reputed producers.

The winch drums shall be grooved to ensure perfect seat for stable and tidy rope lay, with no chances of rope slippage. The rope termination in the winch shall be such that distortion or twisting is eliminated and at least 5 to 6 runs of rope remains on the drum even when lantern carriage is fully lowered and rested on the rest pads.

It should be possible to operate the winch manually by a suitable handle and / or by an external power tool. It shall be possible to remove the double drum after dismantling, through the door opening provided at the

base of mast. Also a winch gear box for simultaneous and reversible operation of the double drum winch shall be provided as part of the contract.

HEAD FRAME

The head frame which is to be designed as a capping unit of the mast, shall be of welded steel construction, galvanized both internally and externally after assembly.

The top pulley shall be appropriate diameter, large enough to accommodate the stainless steel wire ropes and the multi-core electric cable. The pulley block shall be made of non-corrosive material, and shall be of diecast aluminium alloy (LM-6). Pulley made of synthetic material such as plastic or PVC are not acceptable. Self-lubricating bearings and stainless steel shaft shall be provided to facilitate smooth and maintenance free operation for a long period. The pulley assembly shall be fully protected by a canopy galvanized externally and internally.

Close fittings guides and sleeves shall be provided to ensure that the ropes and cables do not dislodge from their respective positions in the grooves. The head frame shall be provided with guides and stops with PVC buffer for docking the lantern carriage.

STAINLESS STEEL WIRE ROPES

The suspension system shall be essentially be without intermediate joint and shall consist of any non-corrosive stainless steel or better grade.

The stainless steel wire ropes shall be of 7/19 construction, the central core being of the same material. The overall diameter of the rope shall not be less than 6 mm. The breaking load of each rope shall not be less than 2350kg individually, giving factor of safety of over 5 for system at full load.

The end construction of rope to winch drum shall be fitted with talurit.

The thimbles shall be secured on ropes by compression splices. Two continuous lengths of stainless steel wire ropes shall be used in the system and no intermediate joints are acceptable in view of the required safety. No intermediate joints, either bolted or else is provided on the wire ropes between winch and lantern carriage.

STANDARDS

Relevant Acts, Regulations and Standards

All work and materials shall comply with the terms and directions of the latest amendment or addition of the following:

- a) Occupational Health and Safety Act, 1993 (Act No 85 of 1993), and Regulations of the Republic of South Africa.
- b) Post Office Act No 44 of 1958 and the requirements of the Department of Posts and Telecommunications.
- c) Electricity Act, No 41 of 1987 of the Republic of South Africa.
- d) The Code of Practice for Overhead Power lines for Conditions Prevailing in South Africa.

Eskom distribution standard:

- i) Part 1 : Planning
- ii) Part 2 : Earthing
- iii) Part 3 : LV reticulation

Explosive Act, No 26 of 1956

Safety

The Contractor shall make the necessary arrangements with the relevant authorities for the de-energizing of the network prior to any work being undertaken on the networks. The Contractor shall ensure that he is in possession of "permit to work" on the existing installation at all times when work is being undertaken on the

existing installation.

Under no circumstances shall the Contractor or any of his personnel work on any structure which is alive. The Contractor shall be solely held responsible for any accident which may occur due to the failure of his personnel to conform to this stipulation.

PARTICULAR SPECIFICATIONS

POHS OCCUPATIONAL HEALTH AND SAFETY

POHS 10.1 INTERPRETATIONS

Occupational Health and Safety Act, Act 85 of 1993 shall apply to this Contract. The Construction Regulations promulgated in 2014 and incorporated into the said Act by Government Notice R. 1010, published in Government Gazette 25207 apply to any person involved in construction work. These regulations are hereinafter referred to as “the Construction Regulations” and the said Act as “the Act”.

Construction work is defined as:

“Any work in connection with: -

- a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;
- b) the installation, erection, dismantling of or maintenance of a fixed plant where such work includes the risk of a person falling;
- c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or
- d) the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work”.

POHS 10.2 GENERAL

The Contractor shall ensure that all employees and visitors are informed, instructed and trained regarding safety conditions on site. All employees will carry proof of this induction on their persons while employed on site in the form of identification cards. The identification cards shall also serve as proof of induction training received.

POHS 10.2.1 The Contractor shall ensure that all employees and visitors are informed, instructed and trained regarding safety conditions on site. All employees will carry proof of employment on their persons while employed on site in the form of identification cards. The identification cards shall also serve as proof of induction training received.

POHS 10.2.2 Should the Contractor at any stage in execution of the Works -

- a) fail to implement or maintain his health and safety plan;
- b) execute construction work which is not in accordance with his health and safety plan; or
- c) act in any way which may pose a threat to the health and safety of persons, **the Employer will stop the Contractor AT HIS/HER OWN COSTS** from executing construction work.

POHS 10.2.3 The Contractor shall provide proof of this registration and good standing with the Compensation Fund or with a licensed compensation insurer when submitting a tender. Tenders without this will be regarded as non-responsive.

POHS 10.2.4 The Contractor shall, in submitting his tender, demonstrate that he has made provision for the cost of compliance with the specified health and safety requirements, the Act and the Construction Regulations.

POHS 10.2.5 The Contractor shall consistently demonstrate his competence and adequacy of resources to perform the duties imposed on the Contractor in terms of this Specification, the Act and the Construction Regulations.

POHS 10.3 INDEMNITY OF EMPLOYER AND HIS AGENTS

- a) The annexures to this Contract Document contain a "Mandatory Form of Authority and Agreement in terms of Section 37(2) of the Occupational Health and Safety Act, No. 85 of 1993" which agreement shall be entered into and duly signed by both the Employer and Contractor prior to commencement with work.
A copy of the signed agreement shall be included in the Contractor's health and safety plan.
- b) Any acceptance, approval, check, certificate, consent, examination, inspection, instruction, notice, observation, proposal, request, test or similar act by either the Employer, any of his agents or the Engineer (including absence of disapproval) shall not relieve the Contractor from any responsibility he has under the Contract, the Act and the Construction Regulations, including responsibility for errors, omissions, discrepancies and non-compliances.

POHS 10.4 SCOPE

POHS 10.4.1 The specification as set out in this Portion is known as the Health and Safety Specification for the Construction work to be carried out by the Principal Contractor as per regulations of the Construction Regulations July 2003.

Information herein addressed might affect the Health and Safety of employee's or persons carrying out the construction work as per this tender document.

The Contractor shall ensure that it is fully conversant with the requirements of this Specification.

This Specification is not intended to supersede the Act nor the Construction Regulations. Those sections of the Act and the Construction Regulations, which apply to the scope of work to be performed by the Contractor in terms of this Contract, continue to be a legal requirement of the Contractor.

The principal Contractor will be appointed in writing to be in overall control of the Construction site.

POHS 10.4.2 A Health and Safety Plan must be submitted by the Principal Contractor to the Client or the Client's Agent containing all the relevant documentation as required by this specification and terms of the provisions of this Specification, the Act and the Construction Regulations.

The H&S plan shall be submitted before commencement of any work on site

The H&S plan shall contain the following items where applicable:

1. Description of contract
2. Construction site address / Building site address
3. Construction period
4. Name and details of client –telephone, fax, address
5. Name and details of consultants –telephone, fax, address
6. Name and details of principal contractor–telephone, fax, address
7. Name and details of sub-contractors–telephone, fax, address

8. Company's policy towards health & safety
9. Company's policy towards drug and alcohol abuse
10. Company's policy towards disciplinary procedures
11. Company's policy towards environment.
12. Workmen compensation – number and expire date
13. Scope of works – describe type
14. Sequence and phases of the work to be performed describe stages involved in project
15. List of all equipment to be used on the specific site – tools, construction vehicles, mobile plant.
16. Company's approach toward hygienic facilities on the construction site (toilets, eating areas, drinking water, showers, refuse removal)
17. Company's approach towards other facilities as required by law (the transport act, the smoking act, PPE)
18. Subcontractor agreements and requirements and super positioning
19. Local labour agreements, requirements, policies
20. Signs and symbols to be displayed
21. Public safety, hoarding and fencing
22. First Aid Kits
23. Incident / accident reporting procedures
24. Management and Supervision Rules
25. Risk assessment methods
 26. Company's monitoring plan
 27. Company's review plan.
 28. Identification of risks and hazards
 29. Appointments of personnel to be made (Safety reps, Supervisors, First Aiders, Fire equipment inspectors)
 30. Registers to be completed by appointed employees (Checklists)
 31. List of training material to be used for educational purposes of construction workers (Induction, Fire fighting, First Aid, etc.)
 32. List of safe work procedures to be explained to workers.
 33. Company's Policy on
 - 33.1 House Keeping
 - 33.2 Stacking and storage on sites
 - 33.3 Construction welfare facilities
 - 33.4 Explosive power tools
 - 33.5 Ladders
 - 33.6 Welding flame cutting and soldering
 - 33.7 Electrical installations and machinery
 - 33.8 Boatswain chairs
 - 33.9 Suspended platforms
 - 33.10 Material hoists/ Builders hoist
 - 33.11 Batch plants

33.12 Water Environments

34. List of plans to be used:

34.1 Fall protection plan

34.2 Tunneling plan

34.3 Pile driving plan

34.4 Steel assembling and placing plan

34.5 Emergency/evacuation plan

34.6 Demolition plan

34.7 Scaffold erection procedures plan

34.8 Erection of structural steel plan

34.9 Electrical installations plan.

34.10 Excavation plan

34.11 Form work and support work plan

34.12 Material Hoist rules

34.13 Lifting machines and tackle rules

34.14 Rules on Construction vehicle and mobile plant procedures

34.15 Rules on mobile and tower cranes

34.16 Fire precautions on the construction site

34.17 Rules on Hazardous chemicals on the site, storage and use

34.18 Rules on storage and use of Flammable liquids and substances on site

34.19 Rules on compressed gas cylinders

34.20 Rules on handtools

34.21 Rules on portable electrical equipment

List of Risk Assessments

- ☐ Clearing and Grubbing of the area/site
- ☐ Site establishment including:
 - Office/s
 - Secure/safe storage for materials, plant and equipment
 - Ablutions
 - Sheltered eating area
 - Maintenance workshop
 - Vehicle access to the site
 - Dealing with existing structures
 - Location of existing services
 - Installation and maintenance of temporary construction electrical supply, lighting and equipment
 - Adjacent land uses/surrounding property exposures
 - Boundary and access control/public liability exposures (NB: the Employer is also responsible for the OH&S of non-employees affected by his work)

activities.)

- Health risks arising from neighbouring as well as own activities and from the environment e.g. threats by dogs, bees, snakes, lightning etc.
 - Exposure to noise
 - Exposure to vibration
- ☐ Protection against dehydration and heat exhaustion
 - ☐ Protection from wet and cold conditions
 - ☐ Dealing with HIV/Aids and other diseases
 - ☐ Use of portable electrical equipment including
 - Angle grinder
 - Electrical drilling machine
 - Skill saw
 - ☐ Excavations including
 - Ground/soil conditions
 - Trenching
 - Shoring
 - Drainage of trench
 - ☐ Welding including
 - Arc welding
 - Gas welding
 - Flame cutting
 - Use of LP gas torches and appliances
 - ☐ Loading and offloading of trucks
 - ☐ Aggregate/sand and other materials delivery
 - ☐ Manual and mechanical handling
 - ☐ Lifting and lowering operations
 - ☐ Driving and operation of construction vehicles and mobile plant including
 - Trenching machine
 - Excavator
 - Bomag roller
 - Plate compactor
 - Front end loader
 - Mobile cranes and the ancillary lifting tackle
 - Parking of vehicles and mobile plant
 - Towing of vehicles and mobile plant
 - ☐ Use and storage of flammable liquids and other hazardous substances
 - ☐ Layering and bedding

- Installation of pipes in trenches
- Pressure testing of pipelines
- Backfilling of trenches
- Protection against flooding
- Gabion work
- Use of explosives
- Protection from overhead power lines
- As discovered by the principal contractor's hazard identification exercise
- As discovered from any inspections and audits conducted by the client or by the principal contractor or any other contractor on site
- As discovered from any accident/incident investigation

The Health and Safety Plan provided for by the Principal Contractor may be adjusted by the Client to suit the requirements. The approved Health and Safety Plan will be implemented on the construction site.

The Health and Safety Plan of the Principal Contractor shall include all relevant Health and Safety Plans of Contractors (Sub-Contractors). The Contractor shall, throughout execution of the Contract, ensure that all sub-contractors have similar Health and Safety Plans in place which must be available on site.

The execution of the H&S plan shall be documented in the form of a H&S file which shall contain items as described elsewhere in this specification. A lever arch file shall be used with a clear index and dividers. Numbering of items shall be done clearly with numbers as specified elsewhere.

The file shall be available at all times and kept on site and made available for inspection by an Inspector, Client, Client Agent or Principal Contractor.

POHS 10.4.3 Provision for costs in respect to Health and Safety in the tender shall be tendered for in the Schedule of Quantities. The Tendered price is fixed. A provisional sum will be included in the schedule of quantities to make provision for an approved H&S Service Provider to assist the contractor in performing the H&S activities required by law.

POHS 10.4.4 The following paragraphs summarize the Health and Safety Activities to be performed by the Contractor.

(Terms and definitions in the following paragraphs are explained elsewhere in this specification)

POHS 10.4.4.1 **The following activities shall be strictly performed by the Contractor on acceptance of the tender and before commencement of any work on the construction site.**

(Terms and definitions in the following paragraphs are explained elsewhere in this specification)

The contractor will only be allowed to start working once the submitted Health and Safety plan are approved by the client or the client's agent.

A prior Risk Assessment shall be done on site before the commencement of work by a

competent Risk Assessor.

The Risk Assessment shall:

- Address hazards on site and hazards related to the type of work performed, Possible consequences of these hazards,
- Refer to legislative requirements concerning these hazards on the construction site
- Calculate the value of the risk associated with the hazard by an approved method taking into consideration the probability of occurrence, the degree of injury, lost time, production costs, influence on the environment and frequency of occurrence.

The outcome of the Risk Assessment will determine:

- Protective equipment to be issued,
- Type of training required,
- Type and number of Safe Work Procedures to be introduced to workers in the form of Toolbox Talks

Protective clothing as determined by the Risk Assessment shall be issued and the employees shall sign the issue register to indicate the type and number of equipment received by each employee

No work shall commence on the construction site prior to induction training of all employees intended to work on site.

Training shall be done by a competent Health and Safety Induction Trainer. Proof of training in the form of a register signed by the trained employees shall be kept in the H&S file. The contents of the training shall also be displayed in the H&S file.

Appointments of people/workers related to Health and Safety as required by law and the Risk Assessment shall be done prior to the commencement of any work. Letters of appointment shall be kept in the H&S file for inspection by the Client, Agent or any Inspector.

Medical Fitness Certificates shall be obtained for the workers/operators as determined by the Risk Assessment.

POHS 10.4.4.2 **During the construction period** the Contractor shall ensure that all employees and visitors are informed, instructed and trained regarding safety conditions on site. All employees will carry proof of this induction on their persons while employed on site in the form of identification cards. The type of additional training required on this project will be describe elsewhere

Notification of Construction work shall be done to the Department of labour within 7 days from commencement of the construction work.

Follow-up Risk Assessments shall be done during the construction period as and when the scope of work changes indicating new introduced hazards.

Additional appointments shall follow as required by the Risk Assessment.

POHS 10.4.4.3 Should the Contractor at any stage in execution of the Works

fail to implement or maintain his health and safety plan;

execute construction work which is not in accordance with his health and safety plan; or act in any way which may pose a threat to the health and safety of persons, **the Employer will stop the Contractor AT HIS/HER OWN COSTS** from executing construction work.

POHS 10.4.5 The Employer will take reasonable steps to ensure that the Contractor's Health and Safety plan is implemented and maintained. The steps taken will include periodic audits at intervals once every month.

POHS 10.4.6 Upon completion of the Works, the Contractor shall hand over a consolidated Health and Safety file to the Client.

POHS 10.5 **HEALTH AND SAFETY FILE**

The following documentation shall be in the Health and Safety File:

- A1 Copy of the Occupational Health and Safety Act No 85 of 1993 including the Construction Regulations – July 2003
- A2 Health and Safety Plan
- A3 Copy of all Drawings – Schematics, Detail Drawings, As-Build Drawings etc.
- A4 Copy of Notification of Construction work to the Department of Labour.
- A5 Company Safety Policy – To be signed by the Chief Executive Officer of the Company.
- A6 Organogram indicating site specific organizational structure with reference to requirements of the construction regulations.
- A7 Notice in respect of Machinery
- A8 Ten Commandments of Safety
- A9 Emergency telephone numbers to be displayed on the back of the file
- A10 Letters of Appointment

The following appointments are required for the project. Deviations will only be allowed with the approval of the Agent. Appointment of an employee for more than one responsibility will be allowed and shall be approved by the Agent.

Basic Appointments

- Appointment of Principal Contractor by Client
- Appointment of Contractors (Sub Contractors) by Principal Contractor (where applicable)
- Appointment of Construction Work Supervisor (full time employee on site)
- Appointment of Assistant Construction Work Supervisor (full time employee on site if required)

Appointments of Specialists (Refer to a Specialist Company)

- Appointment of Risk Assessment Officer
- Appointment of a SHE Coordinator
- Appointment of a Health and Safety Induction Trainer

Appointments of full time employees on site

- Appointment of a SHE Representative (Competent employee to control/monitor all H&S activities)
- Appointment of an Accident and Incident Investigator
- Appointment of the Safety Committee Members (Employees actively involved in H&S)
- Appointment of an Excavation Inspector.
- Appointment of Construction Vehicle and Mobile Plant Inspector
- Appointment of Construction Vehicle and Mobile Plant Operators
- Appointment of Concrete Mixer Operator (If required)
- Appointment of Hand Tool Inspector
- Appointment of a Portable Electrical Equipment Inspector.
- Appointment of a Ladder Inspector (If ladders are used)
- Appointment of a Hygiene and Facility Inspector (Ablutions and eating places)
- Appointment of Fire Equipment Inspector
- Appointment of Fire Team Members (employees trained in fire fighting awareness)
- Appointment of First Aid Equipment Inspector
- Appointment of First Aid Team Members (employees trained in first aid awareness)

A11 List of Contractors (Sub-Contractors)

A12 Proof of Registration with Compensation Fund of Principal Contractor and Contractors

A13 The contents of all Training Material used on site –
eg. Formal training
Informal training
Toolbox talks

A14 Risk Assessments - All Risk Assessments done before and during the Construction period

A15 Registers as required

A16 Safe Work Procedures

**POHS 10.6 NOTIFICATION OF CONSTRUCTION WORK – REGULATION 3 OF THE
CONSTRUCTION REGULATION – 2014**

The Employer will appoint the Contractor in writing for execution of the Works. The Contractor shall accept its appointment under the terms and Conditions of Contract. The Contractor shall sign and agree to those terms and conditions and shall, before commencing work, notify the Department of Labour of the intended construction work in terms of Regulation 3 of the Construction Regulations. The Contractor shall submit the notification in writing prior to commencement with work. The annexures to this Contract Document contain a “Mandatory notification of construction work in terms of regulation 3 of the construction regulations (2003) of the Occupational Health and Safety Act no 85 of 1993” which shall be filled in by the contractor and forwarded to the Department of Labour. A copy of this notification shall be included in the Contractors Health and Safety file.

The Principal Contractor must notified the Provincial Director of:

- Construction work on a form similar to Annexure A in the Construction Regulation 2003 of the Occupational Health and Safety Act and Regulations.
- A copy of the notification form must be available on site for inspection by an Inspector.

POHS 10.7 CONTRACTOR’S SHE REPRESENTATIVE

Before commencing work, the Contractor shall designate a competent Safety, Health and Environmental representative (SHE Rep) who shall be acceptable to the Agent, to represent and act for the Contractor. The Contractor shall inform the Agent in writing of the name and address of the Contractor’s SHE Rep and of any subsequent changes in the name and address of the SHE Rep, together with the scope and limitations of the SHE Rep’s authority to act for the Contractor.

The Contractor’s SHE Rep shall make available to the Employer an all-hours telephone number at which the SHE Rep can be contacted at any time in the event of an emergency involving any of the Contractor’s employees, or other persons at the Works.

POHS 10.8 SUPERVISION OF CONSTRUCTION WORK – REGULATION 6

The Principal Contractor as well as his Contractors (Sub Contractors) shall appoint full time employees in writing as the construction supervisors.

POHS 10.9 RISK ASSESSMENT – REGULATION 7

The contractor shall appoint a competent person in writing to carry out a risk assessment before any construction work is started.

The Risk Assessment shall form part of the Health and Safety Plan.

The Risk Assessment shall include:

- Identification of risks and hazards.
- Possible consequences
- A documented plan of safe procedures to mitigate, reduce or control the risks and hazards. (SAFE WORK PROCEDURES AND PROTECTIVE CLOTHING)
- A monitoring plan
- A review plan

Copies of the risk assessment shall be available on each site for inspection.

All employees shall be informed, instructed and trained by an appointed competent person regarding all hazards and work related procedures.

No employee shall enter the premises without induction training.

All employees on site shall be in the possession of a certificate of Health and Safety induction training.

The contents of the induction training shall be in writing and kept in the safety file.

POHS 10.10 LOCAL SERVICES

Contractor must establish all local services in area of excavations.
Plan of local services shall be documented in the Health and Safety file.
Local services include :

Telkom, Gas, Water, Electricity Supplies and other similar services.

POHS 10.11 SAFE WORKING LOADS

The Contractor shall ensure that -

- a) the safe working loads of hoists, load-bearing beams and cranes are prominently displayed at all times.
- b) the safe working loads are not exceeded under any circumstances.
- c) all lifting gear is marked with a unique identity number and recorded in a register.

POHS 10.12 MACHINE GUARDING

All power tools and machinery driven by belts, gears, ropes, chains, couplings and similar drives shall be adequately guarded. The Contractor shall prohibit the use of any equipment with a damaged, missing or inadequate guard.

POHS 10.13 CONSTRUCTION VEHICLES AND MOBILE PLANT – REGULATION 21

The Contractor shall ensure that drivers of motor vehicles are in possession of a driver's licence, valid for the class of vehicle which they are required to drive, and shall produce the licence on request.

The Contractor shall not permit any driver to be in control of a vehicle at the Works while under the influence of alcohol, drugs or other substance.

All vehicles of the Contractor shall display a name board bearing the Contractor's name. Hired vehicles shall bear an identifying sticker.

A register shall be kept of workers operating construction vehicles and mobile plant.

The register shall contain proof of training of operators to operate construction vehicles and mobile plant, certification of competency and authorization of operators to operate machinery, vehicles or plant.

Names of operators and their relevant training with date and time stamps together with name of course instructor shall be kept in the Health and Safety File on site.

Physical and psychological fitness shall be proved by way of a medical certificate of fitness of the said operators before allowing operators to operate machinery, vehicles or plant.

The Health and Safety File shall include the written training material offered to operators for the different construction vehicles and mobile plant.

Each and every driver shall be trained on risks involved and safety procedures.

All Construction vehicles and mobile plant must be of acceptable design and construction and used according to their design.

All construction vehicles and mobile plant must be maintained in good working order.

A register of all vehicles and plant shall be kept on site together with names of operators responsible for each.

The register shall report all maintenance activities performed on these vehicles and plant as well as signatures certifying the condition of the vehicles as in a good working order.

All requirements on the vehicles and mobile plant with regard to safety and health shall be inspected and certified.

These requirements include:

- a) Portable fire extinguishers mounted in specified positions on construction vehicles – 9kg dry powder Fire Extinguisher
- b) Safety belts and harnesses
- c) Inspection for leaking fuel or gasses which can cause a fire hazard
- d) Safe and suitable means of access
- e) Adequate signalling or other control arrangements to guard against the dangers relating to movement of vehicles and plant.

Attention must be paid to

- i) Turn indicators
- ii) Stop lights x2 – where poor visibility conditions warrant
- iii) Reverse siren or acoustic device
- iv) Tail lights
- v) Head lights x2 - where poor visibility conditions warrant
- vi) Rotating amber flashing light with lens heights of at least 200mm and an output of at least 100Watt on roof or other visible position
- vii) Warning boards mounted at least 1.5m above ground level to be clearly visible
- viii) Inspections of appropriate structures fitted to protect the operator from falling material or from being crushed should the vehicle or mobile plant overturn.
- ix) Appropriate seats must be firmly secured and adequate in number on vehicles used to transport employees

During use of Construction vehicles or mobile plant the following rules shall be adhere to:

1. Construction vehicles or mobile plant must be prevented from falling into excavations, water or any other area lower than the working surface. These protection must consist of adequate edge protection eg. guard rails and/or crash barriers
2. No person shall be allowed to or require to ride on any Construction Vehicle or Mobile Plant in a position otherwise than a safe place provided for on the construction vehicle or mobile plant as designed for that purpose.
3. The construction site must be organized in such a way that as far as is reasonable practical, pedestrians and vehicles can move safely and without risks to health and safety.

4. Traffic routes shall be of sufficient size, sufficient in number and in suitable positions to be used safely by construction vehicles, mobile plant and pedestrians.
5. Each and every traffic route shall be indicated by suitable signs for reasons of safety and health.
6. No tools and/or material shall be transported in the same compartment as the operators/drivers/employees unless the said are secured against movement during transportation.
7. All Construction Vehicles and Mobile Plant left unattended at night adjacent to a freeway in normal use or adjacent to construction areas where work is in progress, shall have appropriate lights or reflectors, or barricades equipped with appropriate lights or reflectors, in order to identify the location of vehicles or plant
8. Bulldozers, scrapers, loaders and other similar mobile plant are, when being repaired or when not in use, fully lowered or blocked with controls in a neutral position, motors stopped and brakes set.
9. Reflective indicators must be provided to workers in the form of reflective yellow jackets or vests as specified and worn by workers working on/or adjacent to public roads

POHS 10.14 **SIGNS AND NOTICES**

The use of colour codes, symbolic signs and notices are means of communication whereby information is visually conveyed to people and also provides early warning of dangers.

Safety signs provide for immediate recognition of danger, information, actions allowed or not allowed and procedures that have to be done.

There are 5 types of safety signs:

1. Black triangle on yellow background => WARNING
2. Red (round) on white background => PROHIBITORY
3. White on blue background => MANDATORY
4. White on green background => INFORMATION
5. Red (square) on white background => FIRE

The following signs shall be provided for on the site:

| | |
|------------------------|--|
| Traffic control signs- | ROAD CLOSE DETOUR DIRECTION ARROWS |
|------------------------|--|

| | |
|----------------|----------------------|
| Warning signs- | DANGER - MEN AT WORK |
|----------------|----------------------|

| | |
|--------------------|----------|
| Prohibitory signs- | NO ENTRY |
|--------------------|----------|

| | |
|--------|------------------------------|
| Fire – | POSITION OF EQUIPMENT ARROWS |
|--------|------------------------------|

| | |
|-------------|-------------------|
| First Aid – | INFORMATION SIGNS |
|-------------|-------------------|

All signs shall be new or in good condition and approved by the Engineer.
 All temporary signs shall be mounted on portable supports to facilitate moving.
 Defective or missing items shall be replaced immediately.
 All signs shall be inspected at least twice a day .

Prohibited area – TR208

Men at work – TW 336

POHS 10.15 **EXCAVATION WORK – REGULATION 11**

Excavation:

Definition: A space made by digging.

1. An excavation could be a hole or trench of any size and shape.
2. A Risk Assessment must be done prior to making an excavation.
3. The following must be taken in consideration when doing the Risk Assessment:
 - ⇒ Depth of the excavation
 - ⇒ Length of the excavation
 - ⇒ Existing services
 - ⇒ Barricading and demarcation

Depth of the excavation

1. Should an excavation be more than chest deep (1.5m), it must be adequately shored or braced.
2. Slopes or trenches shall be as flat as possible, 1 x vertical to 2 x horizontal must be considered maximum for dry conditions. In wet conditions either a much lower slope shall be used, or if space is a constraint, shoring and de-watering shall be applied.

A competent person shall be appointed to supervise excavation work.

Stability evaluation of ground must be done and a certificate shall be issued.

A plan for prevention of persons being trap due to collapse shall be provided by Contractor

The design of shoring shall be documented by Contractor in the Health and Safety file as provided by the competent designer of shoring.

The maximum loading of sides of an excavation must be documented in a usable format

If adjacent structures and buildings are present and can be affected a design and construction of supporting details shall be represented.

Provision shall be made for access routes to the excavation. Routes must not be more than 6 meters away from worker.

Contractor must establish all local services in area of excavations.
Plan of local services shall be documented in the Health and Safety file.

Local services include :

Telkom, Gas, Water, Electricity Supplies and other similar services.

Inspection shall be done on all bracing and shoring on a

- daily basis
- prior to each shift
- after every blasting operation
- after an unexpected fall of ground
- after substantial damage to supports
- after rain

An inspection register shall be completed by the Excavation Inspector during each and every inspection.

Barricading and Demarcation:

Excavations shall be fenced at least 1 meter high and as close to the excavation as possible, when accessible by public or other employees, or adjacent to public roads or thoroughfares. Protection around excavations must be in the form of a physical barrier, to prevent persons from falling into the excavation.

Excavations must be provided with clearly visible boundary indicators and illuminated at night or where/when visibility is poor.

Precautionary measures in terms of confined spaces must be met and employees must be declared fit and not claustrophobic.

Explosives regulations must be adhered to if explosives are required to carry out the excavation. Competent persons with blasting certificates must be in charge. Warning signs must be posted next to an excavation in which persons are working or carrying out inspection or tests.

POHS 10.16 **BARRICADING AND DEMARCATION**

The construction site shall be barricaded completely to prevent pedestrians and vehicles to enter the construction area. Protection around the site must be in the form of a physical barrier and appropriate signage, to prevent public from entering the area.

It is advised to use 1.2m high Day-Glo Mesh (barrier netting) to prevent pedestrians on pavements to enter the construction area.

POHS 10.17 **LADDERS**

You are only to use ladders that are undamaged and are of sound construction.

Ladders must be placed on a register and inspected on a monthly basis by an appointed person.

Ladders are to be secured during use. If it is necessary to use a ladder before it can be secured, a second person must hold it steady at all times. Place the ladder's feet on a level base. (wooden blocks or bricks are not to be used).

Ladders are not to be used as scaffolds or work platforms.

When used as access to trenches and work areas, the ladder must extend one meter above the step off point and be placed at an angle where the base of the ladder is one quarter of the ladder height away from the base of the structure, and must be fitted with non-skid devices.

Ladders must not be used nearer than 3 metres to any exposed electrical power source and never in substations or on electrical installation work.

Ladders are not to be used in a horizontal position.

Maintain 3-point contact by keeping two hands and one foot or two feet and one hand on the ladder at all times.

Do not carry objects in your hands while on a ladder.

Ladders must be fitted with non-skid devices at the bottom ends and hooks or similar devices at the upper ends.

Ladders with damaged stiles, or damaged or missing runs should never be used.

Ladders must never be fastened together to increase the reach.

Wooden ladders must never be painted.

POHS 10.18 **CONCRETE MIXERS – REGULATION 18**

The Contractor shall ensure that all concrete mixers are operated and supervised by a competent person who has been appointed in writing.

The Contractor shall ensure that all devices to start and stop the concrete mixers are provided and that these devices are

1. placed in an easily accessible position; and
2. constructed in such a manner to prevent accidental starting

All dangerous moving parts of a mixer must be placed beyond the reach of persons by means of covers.

No person shall be permitted to remove or modify any guard or safety component unless authorized to do so by the appointed person

A Contractor shall ensure that all persons authorized to operate the concrete mixers are fully:

1. aware of all dangers involved in the operation thereof
2. conversant with the precautionary measures to be taken in the interest of health and safety

No person supervising or operating a concrete mixer shall authorize any other person to operate the plant, unless such a person is competent to operate such machinery.

POHS 10.19 **SCAFFOLDING – REGULATION 14**

All scaffolding must be in compliance to SABS 085.

A competent person shall be appointed in writing to supervise the erection of all scaffolding operations. The Scaffolding erector shall have the required accredited qualifications for scaffold erecting.

A competent scaffold inspector shall be appointed in writing to inspect the erected scaffolds and shall not be the same person as the erector.

An Inspection Register on scaffolding shall be kept in the Health and Safety File.

A copy of SABS 085 as amended shall be available on site and kept in the Health and Safety

File.
POHS 10.20 **HOUSE KEEPING AND CONSTRUCTION SITES – REGULATION 25**

The Contractor shall at all time carry out the Works in a manner to avoid the risk of bodily harm to persons or risk of damage to any property. The Contractor shall take all precautions, which are necessary and adequate to eliminate any conditions, which contribute to the risk of injury to persons or damage to property. The Contractor shall continuously inspect all work, materials and equipment to discover and determine any such conditions and shall be solely responsible for the discovery, determination and elimination of such conditions.

During the period of this Contract, the Contractor shall be responsible for the safe storage of all materials and equipment required for execution of the Contract, and for disposal of all non-usable waste material in an orderly manner.

All materials, whether stored on the construction site or within the Contractor's designated area, shall be stored neatly and safely to prevent possible injury to any personnel. The material shall be stored to facilitate safe access to, and removal of the material from the storage area.

Any flammable material, such as paint, diesel fuel and oil, shall be stored in lockable non-combustible structures, which shall be clearly marked to indicate the hazardous nature of the materials stored within. The flammable materials stores shall be located in safe areas away from hazardous surroundings and adequate and suitable fire-fighting equipment shall be provided within easy reach of the materials stores.

Loose material need for use shall not accumulate so as to obstruct means of access to and egress from the workplace.

Scrap and waste shall not be allowed on site and must be removed daily.

The construction sites adjacent to build up area or public way shall be effectively fenced and controlled with access points.

POHS 10.21 **STACKING AND STORAGE ON CONSTRUCTION SITES – REGULATION 26**

A Competent person shall be appointed in writing with the duty of supervising all stacking and storage of material on site.

Adequate storage areas shall be provided which includes demarcated areas.

All storage areas shall be kept neat and under control.

POHS 10.22 **FALL PROTECTION – REGULATION 8**

A contractor shall cause-

- a) the designation of a competent person, responsible for the preparation of a fall protection plan;
- b) the fall protection plan contemplated in paragraph (a) to be implemented, amended where and when necessary and maintained as required;
- c) steps to be taken in order to ensure the continued adherence to the fall protection plan.

The fall protection plan contemplated in sub-regulation (1), shall include-

- a) a risk assessment of all work carried out from an elevated position which shall include the procedures and methods used to address all the risks identified per location;
- b) the processes for evaluation of the employees' physical and psychological fitness necessary to work at elevated heights.

- **Safety Harness:**

The wearing of an approved type of safety harness fitted with a shock absorber and correctly secured to any approved anchorage, is compulsory for personnel working at heights.

Safety harnesses must be worn where a leaning bar cannot be installed, where handrails are not available, in instances where there is a risk of injury due to falling, and generally whenever work is undertaken at a height of more than "a person's height".

Where roof work is undertaken, harnesses must be attached to a lifeline or other substantial support.

The single support waist type safety belts should not be used; therefore a full parachute type harness of an approved type is required.

It is the contractor's responsibility to train his employees on the correct use of harnesses.

Safety belts may only be used as a fall restraint and not as a fall protection device.

- **Identify Risks:**

Lanyards must be used to attach tools and equipment used in elevated positions.

Scaffolding where possible must be provided.

On windy/rain days, special precautions are to be taken especially when working with loose roof sheets.

Walking on asbestos roofs is prohibited unless supporting ladders or crawl boards are placed thereupon.

Consult your supervisor in that area if in any doubt.

POHS 10.23 **STRUCTURES – REGULATION 9**

1. A contractor shall ensure that-

- (i) all reasonable practicable steps are taken to prevent the uncontrolled collapse of any new or existing structure or any part thereof, which may become unstable or is in a temporary state of weakness or instability due to the carrying out of construction work:
- and
- (ii) no structure or part of a structure is loaded in a manner which would render it unsafe.

2. The designer of a structure shall-

- a) before the contractor is put out to tender, make available to the client all relevant information about the design of the relevant structure that may affect the pricing of

`the construction work;

- (i) inform the contractor in writing of any known or anticipated dangers or hazards relating to the construction work, and make available all relevant information required for the safe execution of the work upon being designed or when the design is subsequently altered;
 - (ii) subject to the provisions of paragraph (a) and (b) ensure that the following information is included in a report and made available to the contractor-
 - (iii) a geo-science technical report where appropriate;
 - (iv) the loading of the structure is designed to withstand; and
 - (v) the methods and sequence of construction process;
- b) not including anything in the design of the structure necessitating the use of dangerous procedures or materials hazardous to the health and safety of persons, which could be avoided by modifying the design or by substituting materials;
- c) take into account the hazards relating to any subsequent maintenance of the relevant structure and should make provision in the design for that work to be performed to minimize the risk;
- d) carry out sufficient inspections at appropriate times of the construction work involving the design of the relevant structure in order to ensure compliance with the design and a **record** of those inspections is to be kept on site;
- e) stop any contractor from executing any construction work which is not in accordance with the relevant design;
- f) conduct a final inspection of the completed structure prior to its commissioning to render it safe for commissioning and issue a completion certificate to the contractor; and
- g) ensure that during commissioning, cognizance is taken of ergonomic design principles in order to minimize ergonomic related hazards in all phases of the life cycle of a structure.
3. A contractor shall ensure that all drawings pertaining to the design of the relevant structure are kept on site and are available on request by an inspector, contractors, client, client's agent or employee.
4. Any owner of a structure shall ensure that inspections of that structure upon completion are carried out periodically by competent persons in order to render the structure safe for continued use: Provided that the inspections are carried out at least once every six months for the first two years and thereafter yearly and records of such inspections are kept and made available to an inspector upon request.
5. Any owner of a structure shall ensure that the structure upon completion is maintained in such a manner that the structure remains safe for continued use and such maintenance records shall be kept and made available to an inspector upon request.

POHS 10.24 **FORMWORK & SUPPORT WORK – REGULATION 10**

A competent person shall be appointed in writing to supervise all formwork and support work.

The name and address of such a person shall be included in the Health and Safety Plan of the Principal Contractor.

The contractor must ensure that all formwork and support work structures are adequately designed, erected, supported, braced and maintained so that they will be able to support all anticipated loads.

All drawings pertaining to formwork and support work must be kept on site and available for inspection by an inspector, contractor, client, client's agent or employee.

All formwork and support work must be inspected and checked for suitability by a competent person under the following conditions:

1. Before use
2. During placement of concrete or any other imposed load
3. After placement of concrete or any other imposed load
4. On a daily basis after placement of concrete until the structure is removed.
5. Ensure that concrete gains sufficient strength before the support work is removed.

Record must be kept of these inspections.

Weakened formwork or support work must be immediately reinforced.

Deck panels must be secured against displacement.

Persons must be prevented from slipping on support work.

Persons must not be affected by the use of solvents or any other similar substances.

Safe access must be provided for all support work.

Employees involved must be adequately trained and instructed to perform the work in a safe manner.

Foundations of formwork must be adequate to sustain the applied load.

PR 10. 25 **FIRST AID**

POHS 10.25.1 Safety Notice Board

The Contractor shall provide a Safety Notice Board where safety notices, site regulations concerning safe working practices and information on the location of the nearest first aid station, can be conspicuously displayed to all staff. The size of the notice board shall be at least 600 mm x 800 mm.

POHS 10.25.2 First Aid Equipment

The Contractor shall provide for its employees a stretcher for emergencies and an approved first aid box. The first aid box shall be checked weekly by a responsible person, who shall be appointed by the Contractor, and a record shall be kept of the contents. Any deficient medical supplies shall be promptly replenished by the Contractor.

POHS 10.25.3 Hazard Notices

The Contractor shall display hazard notices in all areas where hazardous conditions prevail or may occur.

POHS 10.25.4 Reporting of Incidents and/or Injuries

All incidents in respect of damage to Works, property or machinery, or injury to persons, shall be reported by the Contractor's SHE Rep by the quickest means possible.

A mandatory incident report form, containing full details of the incident, shall be completed and submitted to the Site Agent and the Department of Labour within twenty four (24) hours of the occurrence of the incident.

POHS 10 .26 **FIRE PRECAUTIONS ON CONSTRUCTION SITES – REGULATION 27**

A register shall be kept on all Acetylene and Oxygen cylinders used on the site.

Condition of components, sub-components and safety components (e.g. Flame back arrestors) shall be listed in the register and signed by the construction supervisor at regular intervals as required with time and date stamp.

Acetylene, Oxygen and LP Gas cylinders shall be stored in suitable places to minimize the risk of fire. Suitable storage to be provided for flammable liquids, e.g. petrol, diesel, paint, thinners.

Smoking shall be prohibited in the workplace and notices posted accordingly.

Suitable and sufficient fire fighting equipment shall be placed in strategic positions in the work place. (On vehicles and other positions as deemed necessary).

A register shall be kept on type and number of equipment for each site in the Health and Safety File.

A competent person shall inspect all fire fighting equipment.

A sufficient number of employees shall be trained in the use of fire fighting equipment.

A register shall be kept in the Health and Safety File on site with names of employees and type of fire fighting training completed with date.

Suitable signs shall be erected in work places indicating escape routes.

Escape routes shall be kept clear. Evacuation plans shall be in Health and Safety File as part of Induction Training.

Combustible materials shall not accumulate on site.

POHS 10 .27 **CONSTRUCTION WELFARE FACILITIES – REGULATION 28**

On each site where existing facilities are not present, at least one sanitary facility shall be erected for every 10 workers, one shower for every 15 workers, a changing facility for each sex and sheltered eating areas.

Mobile toilets with bucket system shall be installed at the site.

Cleaning of buckets shall be arranged with the Local Municipality.

POHS 10.28 TOXIC MATERIALS

The Contractor shall exercise all necessary care in the handling of toxic compounds and shall be able to identify the major chemical components in the event of medical treatment being required.

POHS 10.29 HAZARDOUS CHEMICALS AND MATERIALS

a)The Contractor shall provide suitable and adequate protective equipment when working in an area where hazardous chemicals and materials are being used.

b)The Contractor shall ensure that its employees have familiarised themselves with the hazardous material data sheets applicable to the specific site as well as the location of fire fighting equipment, safety showers / baths and other washing facilities, prior to commencement of work.

POHS 10.30 COMMISSIONING SAFETY PRECAUTIONS

The Contractor shall ensure that wherever repairs, adjustments or any other work are undertaken on any plant or machinery, the power supply is switched off, disconnected or the plant / machinery disengaged until the work or repairs have been completed.

POHS 10.31 ELECTRICAL INSTALLATIONS AND MACHINERY ON CONSTRUCTION SITES – REGULATION 22

Before construction commences or any other related works and during the progress thereof adequate steps must be taken to establish the presence of and guard against any danger to the workers in respect to electrical cables or apparatus.

In areas where it cannot be established where electrical devices are, the employees must use tools of which the handles are insulated or rubber insulated gloves.

Any temporary electrical installation set up by the principal contractor or contractor must be inspected at least once a week by a competent person. The inspections shall be recorded in a register and kept in the Health and Safety File.

When working on or next to live electrical Machinery the Principal Contractor or Contractor must provide insulated stands, trestles and mats.

When Distribution Boards are removed the incoming power supplies shall be cut by the client's authorized Electrician. The incoming electricity supply feeder shall be earthed by a suitable earth wire or spike to prevent cable of becoming live during the installation of new Distribution Boards.

No person shall continue with wiring of premises unless the supply to the premises has been rendered dead and the above effective measures have been taken to ensure that such cables remain dead. When rewiring of premises is done the feeder breakers at the other end of the supply cables shall be locked out and the cable earthed to prevent any injury to workers by Electrical Shock.

A register shall be kept on site in the Health and Safety File indicating all signatures of competent persons switching electricity supply on or off with time and date stamps.

No person shall use or permit to use a portable electric load operating at a voltage exceeding 50V to earth unless it is connected to a source of electrical energy incorporating an earth leakage protection device.

A register shall be kept on site in which all daily checks of portable electric tools are performed and signed by the responsible person.

Checks shall include condition of plug top, power cord, on-off switch and insulation condition of electric tool.

All tools shall be numbered and entered accordingly into the register.

Condition of tools as listed in the register shall be inspected and signed by the construction supervisor at regular intervals as required by the nature of the equipment.

POHS 10 .32 REGISTERS REQUIRED ON SITE

PPE

- Personal Protective Clothing and Equipment issued

MACHINERY

- Daily Checklist - Compaction Machinery - Bowmag
- Daily Construction Vehicle Pre-ignition Checklist – Tractors
- Daily Construction Vehicle Pre-ignition Checklist – TLB
- Operators on Construction Vehicles and Mobile Plant Training and Fitness Register

EQUIPMENT

- Ladder Inspection Register

TOOLS

- Monthly Checklist on Hand Tools
- Monthly Checklist on Portable Electrical Equipment

HOUSE KEEPING

- Stacking Inspection Register
- Excavations Inspection Register
- Monthly Environmental Checklist and Deviation
- Monthly Hygiene Facility Inspection Register – Mobile Ablutions and Eating areas

INCIDENTS

- Incident Register
(Injury/ occupational disease record book, Recording and investigation of incidents)

- Motor Vehicle Accident Report

FIRE

- Fire Extinguishing Equipment Register
- Register of Trained Employees in Fire Fighting
- Fire Awareness Attendance Training Register

FIRST AID

- First Aid Box and Equipment Checklist
- Register of Trained Employees in Basic First Aid
- First Aid Awareness Attendance Training Register

TRAINING

- Induction Training Attendance Registers
- Toolbox talks Training Attendance Registers
- Community Training Attendance Registers

PERMITS

- Lock-out Request Forms (Water and Electricity)
- Lock-out Permits (Water and Electricity)

INSPECTIONS

- SHE Coordinator Inspection Register – Monthly checklist and deviations
- Minutes of Safety Committee Monthly meetings

POHS 10 .33 SAFE WORK PROCEDURES REQUIRED IN HEALTH AND SAFETY FILE

- Stacking of material

- Working with angle grinders
- Excavating of trenches
- Loading and transport of material
- Working with cement and concrete mixers
- Driving company vehicles
- Approaching Construction Vehicles
- Maintaining Scaffolding
- Form work repair guide
- Roof work
- Correct use of Fire Extinguishers
- Engaging and working with Contractors
- Heat Stress
- Electrical Safety
- Maintenance of Ladders
- Silica
- Trenches and open excavations

POHS 10.34 WRITTEN TRAINING COURSE MATERIAL TO BE FILED IN HEALTH AND SAFETY FILE

- Induction Training (Workplace awareness – Site specific)
- Training of operators on Construction Vehicles and Mobile Plant
- First Awareness
- Fire Fighting Awareness
- Toolbox talks on Hand Tools
- Toolbox talks on Machine Guarding
- Toolbox talks on Hand Tool Accidents

- Toolbox talks on Ten Commandments of Safety
- Toolbox talks on Fire prevention
- Toolbox talks on lifting materials by hand
- Toolbox talks on safe loading
- HIV Training Unit 1 - The Nature of HIV/Aids
- HIV Training Unit 2 - Transmission of the HI virus
- HIV Training Unit 3 - HIV/AIDS preventative measures
- HIV Training Unit 4 – Voluntary HIV/AIDS counselling and testing
- HIV Training Unit 5 – Living with HIV/AIDS
- HIV Training Unit 6 – Treatment options for people with HIV/AIDS
- HIV Training Unit 7 – The rights and responsibilities for workers in the workplace with regard to HIV/AIDS
- Toolbox talks on Environmental influences

POHS 10.35 TRAINING COURSES TO BE PRESENTED

PHASE 1

- Toolbox talks on the functions of the SHE Representative
- Induction Training (Workplace awareness) - Ten Commandments of Safety
- Training of the Community on Construction Workplace Hazards
- HIV Training Unit 1 - The Nature of HIV/Aids
- Toolbox talks on Environmental Awareness

PHASE 2

- Training of Operators on Construction Vehicles and Mobile Plant
- First Aid Awareness
- Fire Fighting Awareness

- Toolbox talks on Hand Tools and Hand Tool Accidents
- Toolbox talks on Machine Guarding
- Toolbox talks on lifting materials by hand
- Toolbox talks on Safe Loading
- Toolbox talks on Safety Signs
- HIV Training Unit 2 - Transmission of the HI virus
- HIV Training Unit 3 - HIV/AIDS preventative measures
- HIV Training Unit 4 – Voluntary HIV/AIDS counselling and testing
- HIV Training Unit 5 – Living with HIV/AIDS
- HIV Training Unit 6 – Treatment options for people with HIV/AIDS
- HIV Training Unit 7 – The rights and responsibilities for workers in the workplace with regard to HIV/AIDS
- Toolbox talks on Environmental Awareness

POHS 10.36 **EQUIPMENT ON SITE**

First Aid Kit (basic)

Fire Extinguishers

POHS 10.37 **PERSONAL PROTECTIVE CLOTHING**

The Contractor shall provide the necessary personal protective clothing for its employees in hazardous areas, appropriate to the nature of the hazard.

POHS 10.37.1 Hard Hats

All employees of the Contractor shall wear hard hats in areas where appropriate hazard notices are displayed. The Engineer shall have the right to ban certain colours if they are similar to the Employer's identifying colours. Hard hats shall not be painted or otherwise defaced.

POHS 10.37.2 Eye Protection

Suitable eye protection shall be worn in areas where appropriate hazard notices are displayed, or when grinding, chipping, breaking, drilling, arc-welding, cutting with oxy-acetylene equipment or similar activities are taking place.

POHS 10.37.3 Hearing Protection

Suitable hearing protection shall be worn in areas where appropriate hazard notices are displayed.

POHS 10.37.4 Foot Wear

All employees of the Contractor shall wear undamaged, laced-up safety boots or safety shoes, suitable for the intended purpose, in prescribed areas where appropriate hazard notices are displayed.

POHS 10.37.5 Gloves

All employees of the Contractor shall wear suitable protective gloves in areas where appropriate hazard notices are displayed, or when handling hot or hazardous materials or chemicals.

POHS 10.37.6 Clothing

All employees of the Contractor shall wear suitable protective clothing when working in proximity of machinery, power tools, hazardous materials or chemicals.

Proposed Personal Protective Equipment required on this project:

| | TYPE | WHEN TO WEAR |
|-----|----------------------------------|--|
| 1. | Hard Hats | Always |
| 2. | 400mm Shoulder Length PVC Gloves | Working with cement |
| 3. | Plastic Trousers | Working with cement |
| 4. | Safety Goggles | Grinding, Cutting Cement |
| 5. | Gumboots | Working in water |
| 6. | Welding helmet | Welding |
| 7. | Gas welding safety goggles | Gas Welding |
| 8. | Safety shoes | Off loading and positioning of materials |
| 9. | Dust Masks | Grinding |
| 10. | Ear Muff | Grinding |
| 11. | Leather apron | Welding/ gas welding |

AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, NO. 85 OF 1993

The Employer and the Contractor hereby agree, in terms of the Provisions of Sections 37(2), 9 and 8(2) of the Occupational Health and Safety, Act No. 85 of 1993, hereinafter referred to as 'the Act', that the Contractor as an employer in its own right and in its capacity as Contractor for the execution of the works, shall have certain obligations and that the following arrangements shall apply between them to ensure compliance by the Contractor with the provisions of the Act, namely:-

- i) The Contractor undertakes to acquaint the appropriate officials and the employees of the Contractor with all relevant provisions of the Act, and the regulations promulgated in terms of the Act, and
- ii) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and regulations will be fully complied with, and
- iii) The Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and regulations and expressly absolves the Employer and the Employer's Consulting Engineers from being obliged to comply with any of the aforesaid duties, obligations and prohibitions.
- iv) The Contractor shall be obliged to report forthwith to the Employer any investigation, complaint, or criminal charge which may arise as a consequence of the provisions of the Act and regulations pursuant to work performed on behalf of the Employer, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

SIGNED at on this day of

..... 20.....

For and on behalf of the **Contractor**:

_____ Print Name: _____

AS WITNESSES:

1. _____ 2. _____

Print Name: _____ Print Name: _____

For and on behalf of the **Employer**:

_____ Print Name: _____

AS WITNESSES:

1. _____ 2. _____

Print Name: _____ Print Name: _____

MANDATORY NOTIFICATION OF CONSTRUCTION WORK
IN TERMS OF REGULATION 3 OF THE CONSTRUCTION REGULATIONS (2014)
OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, NO. 85 OF 1993

This document is to be forwarded by the Contractor to the Office of the Department of Labour **prior to commencement** of the Works. The Contractor shall ensure that all Sub-Contractors accountable to him forward similar documents to the mentioned Authority **prior to commencement with the Works**.

A. Particulars of Contractor

Name:

Postal Address :

Compensation Fund Registration No.

B. Particulars of Contractor's MD/ CEO/Managing Member of cc

Name:

ID No.

Postal Address:

Tel No. Cell phone No.

C. Particulars of Contractor's designated Construction Safety Officer appointed in terms of Clause 6(1) as the Construction Supervisor, with the duty of supervising health and safety at the Works:

Name:

ID No.

Postal Address:

Tel No. Cell phone No.

D. Particulars of Contractor's sub-ordinate supervisors at the Works, appointed in terms of Clause 6 (2):

| Name | ID No. | Postal Address | Tel No. | Cell phone no. |
|------|--------|----------------|---------|----------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

E. Physical address of the Works (Construction Site)

.....
.....

Co-ordinates (if available) Latitude (S)

Longitude (E)

F. Nature of the construction work:

.....
.....

G. Expected commencement date:

H. Expected completion date:

I. Estimated maximum number of persons on the construction site.

J. Planned number of Sub-Contractors on the construction site accountable to Principal Contractor:

.....

Name(s) of Sub-Contractors.

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

K. Particulars of Employer (client)

Name:

Postal Address:

.....

Name of Employer's designated Representative / Agent.

.....

Tel No. Cell phone No.

L. Particulars of Design Engineer

Name:

Postal Address:

Tel No. Cell phone No.

Signed at on this day of 20.....

INFORMATION TO BE SUPPLIED BY THE TENDERER

This following forms shall be completed by the Tenderer.

A Particulars of WCF

Compensation Fund Registration No.

Expiring Date

B. Particulars of Contractor's designated Construction Safety Officer appointed in terms of Clause 6(1) as the Construction Supervisor, with the duty of supervising health and safety at the Works:

Name:

ID No.

Postal Address:

Tel No. Cell phone No.

C Particulars of Contractor's Health and Safety Representatives:

Name:.....Qualifications.....

Name:.....Qualifications.....

Name:.....Qualifications.....

D Particulars of First Aider

Name:

ID No.

Valid First Aid Certificate: Yes.....

No.....

E Particulars of Fire Fighter

Name:

ID No.

Valid Fire Training Certificate: Yes.....

No.....

F Training Records of Construction Vehicle Operators

Name:.....Qualifications.....

Name:.....Qualifications.....

Name:.....Qualifications.....

G. Incident Statistics:

| Incidents during last 12 months | Date | Degree of Injury | Production days lost | Costs involved. |
|---------------------------------------|------|------------------|-------------------------|--------------------|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |

- **Applicability**

This document is applicable to all contractors and suppliers conducting contractual activities for and on behalf of JB Marks LM.

- **Appointments**

The contractor and its appointed sub-contractor must make the relevant legislative and non-statutory appointments, which must be maintained valid for the entire contract duration.

All appointees shall be suitably trained and found to be competent for the responsibilities there are assigned for.

Copies of all relevant appointments and the relevant competence certificates must be kept in the relevant SHE file.

- **Insurance**

The contractor and all its appointed sub-contractor(s) shall be registered with an appropriate compensation commissioner and have a valid letter of good standing from commissioner. The contractor is responsible for ensuring the Letter of Good Standing is valid for the entire duration of the project/contract. A copy of the letter of Good Standing must be kept in the SHE file.

- **Induction**

An initial induction shall be done with key personnel to familiarize them with the requirements on site and for compiling the SHE file.

Once labourers are appointed JW will conduct an induction on SHE requirements, and the contractor is also required to conduct their company specific induction

- **Submission of Safety File**

once appointed the contractor can submit their safety file for approval.

Approval will be granted when the critical items have been sufficiently addressed.

- **Risk Assessment**

Every Contractor who has been appointed contractually to conduct work for JB Marks LM shall do compile a baseline risk assessment prior to starting with work, subject to the approval of the Client.

Thereafter the task-based risk assessments will be done daily with every task being done.

- **Safe Working Procedures/Method Statement**

The following method statements / safe working procedures must be compiled:

- Fall protection plan, emergency procedure, waste management plan, incident investigation procedure
- Repair of Plumbing (Method statement)

- **Working on Heights**

A competent person must compile a fall protection plan for all tasks which will be done at elevated position.

- The requirements as per the Construction regulations for working at heights shall be always complied with by the contractor.
- The fall protection plan shall be specific to the work that will be conducted at elevated position and proper provision must be made for rescue of employees at heights.
- Fall protection plan must include fall risk assessment detailing proper controls to be implemented.
- All employees who their duties entail working at heights must be declared medically fit by an Occupational Health Practitioner for working at heights.
- Employees who will be working at heights must be trained by a competent service provider for working at heights and must be trained on use of fall prevention/arrest devices to be used at heights.
- Employees working at height must be trained on the latest approved fall protection plan before work commences at height.

- **Medical Screening Requirements**

The contractor shall ensure that a medical surveillance programme is implemented for all employees.

- The medical examination shall be conducted in line with the employee job profile/job description.
- A valid medical fitness certificate must be submitted together with the SHE File for approval for all employees who will be doing work for Johannesburg Water.
- Any employee(s) who are declared conditionally fit must be provided with employment which does not aggravate their medical condition as to endanger themselves or other employees.
- the following tests shall be done:
 - Audiograms.
 - A cardio-respiratory examination
 - Lung function tests.
 - Eye/ sight tests.
 - A general physical examination.
 - A review of previous medical history.
 - Blood pressure tests
 - Glucose tests
 - Vaccinations (Hepatitis A & Typhoid)

- **Toolbox Talk**

The contractor shall ensure they conduct toolbox talks with their employees on a weekly basis and records of these must be kept in the SHE file.

The objective of toolbox talks should be to communicate relevant site information to assist in improvement of occupational health and safety performance.

Employees must acknowledge the receipt of toolbox talks and this record must also be kept in the SHE file.

- **Personal Protective Equipment (PPE)**

Contractor must issue their employees SABS approved PPE. A copy of the PPE issue register signed by the employee issued with the PPE must be kept in the SHE file.

Contractor supervisors are required to conduct continuous inspections of the PPE issued to their employees to ensure that they are still in good condition to be used by the employee or they still comply with manufacture requirements.

The contractor is responsible for ensuring that employees are trained on the safe use of the PPE issued to them, how to maintain it and the limitations of the PPE.

NO SHORTS OR DRESSES WILL BE ALLOWED ON SITE

- **Workplace Signage**

Appropriate symbolic signage must be displayed where it is required by legislation.

Appropriate warning, mandatory and information signs must be placed where required.

All signs must comply to SANS/SABS requirements.

Contractors shall use mandatory and prescribed symbolic safety signs at their lay down and site areas.

- **Incident Reporting and Investigation**

All incidents shall be reported to the Client before the end of the shift or within 24hrs of occurrence.

Section 24 incidents shall be reported to DOL using the prescribed format.

The contractor shall develop an incident management procedure and communicate with all employees.

- **Notification of Construction Works**

The contractor shall notify the DOL in the prescribed format of the intended work prior to work.

- **Compliance Monitoring**

Weekly inspections and monthly audits will be conducted on site.

- **Completion**

Upon completion of the project the SHE file shall be returned to the Client for retention and close out.

Completion Certificate will be issued by the Client.

JB MARKS LOCAL MUNICIPALITY

APPOINTMENT OF A PANEL OF CONTRACTORS FOR THE RETROFITTING, REPAIR AND MAINTENANCE OF STREET AND HIGH MAST LIGHTS WITHIN JB MARKS LOCAL MUNICIPALITY FOR A PERIOD OF 3 YEARS ON AN AS AND WHEN BASIS

C2.1 Pricing Instructions

- 1 The Bills of Quantities have been drawn up in accordance with the Standard System of Measuring Building Work (as amended) published and issued by **the Association of South African Quantity Surveyors (Seventh Edition), 2015**. Where applicable the:
 - a) Civil engineering work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardized Specifications for Civil Engineering Works.
 - b) Mechanical work has been drawn up in accordance with the provisions of the Model Bills of Quantities for Refrigeration, Air-Conditioning and Ventilation Installations, published by the South African Association of Quantity Surveyors, July 1990).
 - c) Electrical work has been drawn up in accordance with the provisions of the Model Bills of Quantities for Electrical Work, published by the South African Association of Quantity Surveyors, (July, 2005).
- 2 The **Agreement is based on the JBCC Series Principal Building Agreement, prepared by the Joint Building Contracts Committee, Edition 5.0 (Reprint 1), and July 2007**. The additions, deletions and alterations to the JBCC Principal Building Agreement as well as the contract specific variables are as stated in the Contract Data. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.
- 3 Preliminaries are based on the various parts of the ASAQS Preliminaries (November 2007 edition) as prepared by the Association of South African Quantity Surveyors for use with the said JBCC Principal Building Agreement. The additions, deletions and alterations to the various parts of the Preliminaries as well as the contract specific variables are as stated in the Contract Data. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.
- 4 It will be assumed that prices included in the Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards).
- 5 The prices and rates in these Bills of Quantities are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out.
- 6 The drawings listed in the Scope of Works used for the setting up of these Bills of Quantities are attached to these bills of quantities.
- 7 **REFERENCE TO ANY PARTICULAR PRODUCT**

Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted.

8 **FIXED PRICE**

The rates contained in the Bills of Quantities will apply irrespective of the final quantities of the different classes and kinds of work actually executed.

Rates for work of similar description occurring in different sections of the Bills of Quantities shall be identical.

9 Bidders are to take note that the contract price adjustments are not -applicable to this contract.

10 An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.

11 Where any item is not relevant to this specific contract, such item is marked N/A (signifying "not applicable")

12 The Contract Data and the standard form of contract referenced therein must be studied for the full extent and meaning of each and every clause set out in Section 1 (Preliminary and General) of the Bills of Quantities

13 The Bills of Quantities is not intended for the ordering of materials. Any ordering of materials, based on the Bills of Quantities, is at the Contractor's risk.

14 The amount of the Preliminary Section to be included in each monthly payment certificate shall be assessed as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the total of prices excluding any contingency sum, the amount for the Preliminary Section and any amount in respect of contract price adjustment provided for in the contract.

Provisional sums are provided for some items in the Schedule of Quantities. Work done under these items will be at the written direction of the Employer. The Employer reserves the right, during the execution of the works, to adjust the stated amounts upwards or downwards according to the work actually done under the item, or the item may be omitted altogether, without affecting the validity of the Contract.

The Tenderer shall not under any circumstances whatsoever delete or amend any of the sums inserted in the "Amount" column of the Bill of Quantities and in the Summary of the Bill of Quantities unless ordered or authorized in writing by the Employer before closure of tenders. Any authorized changes made by the Tenderer to provisional items in the schedule, or to the provisional percentages and sums in the Summary of the Bill of Quantities, will be treated as arithmetical errors.

15 Where the initial contract period is extended, the monthly charge shall be calculated on the basis as set out in 14 but taking into account the revised period for completing the works.

16 The amount or items of the Preliminary Section shall be adjusted to take account of the theoretical financial effect which changes in time or value (or both) have on this section. Such adjustments shall be based on adjustments in the following categories as recorded in the Bills of Quantities:

- a) an amount which is not to be varied, namely Fixed (F)
- b) an amount which is to be varied in proportion to the contract value, namely Value Related (V); and
- c) an amount which is to be varied in proportion to the contract period as compared to the initial construction period excluding revisions to the construction period for which no adjustment to the contractor is not entitled to in terms of the contract, namely Time Related (T).

- 17 Where no provision is made in the Bills of Quantities to indicate which of the three categories in 12 apply or where no selection is made, the adjustments shall be based on the following breakdown:
- a) 10 percent is Fixed;
 - b) 15 percent if Value Related
 - c) 75 percent is Time Related.
- 18 The adjustment of the Preliminary Section shall apply notwithstanding the actual employment of resources in the execution of the works. The contract value used for the adjustment of the Preliminary Section shall exclude any contingency sum, the amount for the Preliminary Section and any amount in respect of contract price adjustment provided for in the contract. Adjustments in respect of any staged or sectional completion shall be prorated to the value of each section.
- 19 The tenderer is to acquaint himself as to the specific requirements of this tender as contained in the additional clauses to the JBCC Principal Agreement as incorporated in the Contract Data. These clauses may be priced under the relevant Preliminaries items in SECTION C: SPECIFIC PRELIMINARIES of the Preliminaries Bill. No claim will be entertained due to the failure of the tenderer to allow for these requirements
- 20 JB MARKS LOCAL MUNICIPALITY or its Agent may issue an electronic bill of quantities, purely for calculation purposes. A typed BOQ **WILL NOT** be accepted, only a fully completed BOQ issued by JB MARKS LOCAL MUNICIPALITY in a hard copy completed **in black permanent ink** will be accepted.

C2.2 BILLS OF QUANTITIES

1. GENERAL

The items of work and the respective unit rates shall be held to be inclusive of everything necessary to complete the said items of work in accordance with the Contract documents and beyond the unit rates no extra payments will be allowed for incidental or contingent work, labour or material. Each item must be priced. All measurements will be nett as completed with no allowance for waste.

Should there be any doubt or obscurity as to the meaning of any particular item, the Tenderer must obtain an explanation of it in writing from the Engineer. No claims for extras arising from any such doubt or obscurity will be admitted after delivery of the tender.

All unit rates and totals must be filled in, in black ink. All rates should exclude VAT.

| ITEM | DESCRIPTION | UNIT | QUANTITY | RATE | AMOUNT |
|------|--|------|----------|------|--------|
| | <u>Scope of work:</u> Supply material and equipment as discussed with the Electrical Section as and when instructed so Do installation of high mast lights as instructed by the Electrical section All claims to be submitted with POE for before and after. All works to be done according to regulations | | | | |
| 1. | Preliminary & General | | | | |
| 1.1 | CONSTRUCTION AND MACHINERY EQUIPMENT: The total price for the supply of all construction machinery which may be required for the works. | sum | 1 | | |
| 1.2 | Rate of 1km to Municipal Depot using a 30ton crane | km | 1 | | |
| 1.3 | Rate of 1km to Municipal Depot using an 8-ton crane truck with a mounted bucket | km | 1 | | |
| 1.4 | Rate of 1km to Municipal Depot using a cherry-picker | km | 1 | | |
| 1.5 | Rate of 1km to Municipal Depot using a Sky Jack | km | 1 | | |
| 2. | Installation (High Mast Lights) | | | | |
| 2.1 | Supply all components | ea | 1 | | |
| 2.2 | Supply and install a 500W new LED Luminaire. | ea | 120 | | |
| 2.3 | Provision of Double drum winch with 8mm diameter steel rope, complete with manual handle suitable for raising and lowering of gear 2.5kw | ea | 1 | | |
| 2.4 | Supply and Install high mast poles | ea | 20 | | |
| | SUB-TOTAL | | | | |
| | VAT | | | | |
| | GRAND TOTAL | | | | |

The JB Marks LM reserves the right to increase or decrease the quantity.

SPECIAL REQUIREMENTS:

- 1. ALL BIDDERS MUST PLEASE MAKE SURE THAT THEY KNOW WHAT THEY ARE PRICING FOR.**
- 2. FAILURE TO PRICE FOR ALL ITEMS WILL DISQUALIFY YOUR QUOTATION.**
- 3. FAILURE TO ATTACH PROOF OF CIDB REGISTRATION WILL AUTOMATICALLY DISQUALIFY THE BID.**

NOTE: SUCCESSFUL BIDDERS MUST PROVIDE THEIR OWN EQUIPMENT.

The following compulsory documents must be accompanied with the tender or proposals and failure to provide such documentation shall constitute automatic disqualification:

1. Authority of Signatory – (For JV the lead Contractor must be the one with the higher CIDB Grading)
2. CIDB Grading – (For JV submit consolidated CIDB grading)
3. CSD Report – (For JV submit both Companies CSD and must be compliant)
4. Detailed Programme of Works – Construction Duration of 6 months
5. Project Organogram
6. OHS Plan
7. Panel of Contractors - Appointment letter and Acceptance letter
8. Rates and taxes – For all director(s) and Companies

FUNCTIONALITY EVALUATION REQUIREMENTS

This has been covered by the panel of Contractors. ***The service provider must attach the Appointment letter and Acceptance into the Panel***

All bids that achieved the minimum threshold for functionality will be evaluated further in terms of 80/20 Preference Point System.

The following special conditions is applicable to the evaluation of this Tender:

- The Client reserves the right not to award to the lowest bidder.

PRICING EVALUATION REQUIREMENTS:

- Adjudication of Tenders will be using a point 80/20 Preference Point System.
- The client using the system as set out in the Preferential Procurement Regulations 2022 will adjudicate responsive Tenders. Points are awarded on the basis of:

All bids that achieve the minimum threshold for functionality (acceptable bids) will be evaluated further in terms of 80/20 preference point system as follows:

SUPPLY CHAIN POLICY USING 80/20 PREFERENCE POINT SYSTEM

| | | MAXIMUM POINTS TO BE ALLOCATED | POINTS CLAIMED BY | ALLOCATED POINTS |
|---|----------------|--------------------------------------|-------------------------|---------------------|
| PRICE AND COMPETENCE GOALS (80 POINTS) | PRICE | 80 | | |
| | SUB TOTAL | 80 | | |
| EQUITY PROMOTION GOALS (20 POINTS) | | | | |
| | | | | |
| | SPECIFIC GOALS | 20 | | |
| | | | | |
| | | | | |
| | SUB TOTAL | 20 | | |
| | TOTAL | 100 | | |

Functionality table:

A weighted criteria with a possible maximum points has been set for Functionality. ***The prospective bidders to be on the panel must score 76% (38 points) or above of the functionality points.***

50 points for functionality will apply for this tender and will be evaluated as follows:

Functionality table:

| ITEM NO. | QUALITY ASSESSMENT CRITERIA | NOTES | | MAXIMUM POINTS ALLOCATED |
|--|---|--|-----------|--------------------------|
| 1 | RELATED EXPERIENCE ON SIMILAR PROJECTS | Previous work done, having implemented similar contracts: Points will be allocated as follows: (10 points available) | | 10 |
| | | 1 x One year contract of the same nature | | 2-Points |
| | | 1 x 2 year contract of the same nature | | 5-Points |
| | | 1 x 3 year contract and more years of the same nature | | 10-Points |
| | | Copy of appointment letters <u>must</u> be attached to earn points. | | |
| 2 | EXPERIENCE OF PROPOSED CONSTRUCTION SITE SUPERVISOR | A comprehensive CV of the proposed site construction supervisor (with contactable references) must accompany the tender submissions (Maximum 10 points) 1. Award 5 points for an acceptable CV content and positive feedback from referees. 2. Award 3 points if the appointed supervisor is a qualified Electrician with a trade test. 3. Award 2 points if the supervisor was involved in a similar contract before,at supervisory level. | | 10 |
| 3 | PLANT AVAILABILITY | Indication of the plant availability (10 points) Maximum points if the plant requirments for the project are owned by bidder – 2 points Maximum points if plant requirements are hired – 2 points Attach the letter of intent from the company where the equipment will be hired. <u>List Type of Equipment</u> Maximum points will only be allocated if proof of registration papers for each vehicle is attached and register of tools and ladders is attached 1 Crane (2) 1 Cherry-picker/Sky jack/Crane truck with bucket (2) Ladders (2) LDV (2) High Mast lowering equipment (2) | | 10 |
| 4 | TRAVELLING DISTANCE TO MUNICIPALITY DEPOT IN POTCHFSTROOM | From 0-50 km | 15-points | 15 |
| | | From 51-100km | 5-points | |
| | | > 100km | 2-points | |
| | | Attach Proof of address for points | | |
| 5 | FINANCIAL VIABILITY / BANK RATING | Confirmation letter from the Bank MUST BE ATTACHED stating your Company's financial viability (5 points) Bank Rating A=5 Bank Rating B=4 Bank Rating C=3 Bank Rating D=2 Bank Rating E=1 | | 5 |
| TOTAL | | | | 50 |
| Bidders that score less than 76% on the above set criteria will be excluded from further participation in this bid | | | | |

Conditions:

1. **Functionality – (50 points) Functionality Threshold: 76%**
2. Only bidders with a 4EP-CIDB grading will be considered for this contact.
3. Only the first 10 bidders that are responsive will be appointed into the panel
4. Tenders shall remain valid for a period of 120 days after the closing date.
5. This document did not provide for a pricing schedule. Bidders will be evaluated on functionality and points as prescribed in the current preferential procurement Regulations .
6. Rates will be discussed and agreed upon with the responsible parties before signing of the SLA or as and when its necessary

| |
|---|
| PRICING SCHEDULE – FIRM PRICES (PURCHASES) |
|---|

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

| | | | |
|-----------------------|-------------------|---------------------|----------------|
| NAME OF BIDDER | | TENDER NO | 91/2025 |
| CLOSING DATE | 19/01/2026 | CLOSING TIME | 12:00 |

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

- Required by: Mr Katlego Matshogo

- At: Potchefstroom

- Brand and Model
- Country of Origin
- Does the offer comply with the specification(s)?*YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
*Delivery: Firm/Not firm
- Delivery basis
-

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

FORM OF OFFER AND ACCEPTANCE

COMPULSORY TO COMPLETE

TENDER NO. 91/2025: APPOINTMENT OF A PANEL OF CONTRACTORS FOR THE RETROFITTING, REPAIR AND MAINTENANCE OF STREET AND HIGH MAST LIGHTS WITHIN JB MARKS LOCAL MUNICIPALITY FOR A PERIOD OF 3 YEARS ON AN AS AND WHEN BASIS

OFFER

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

TENDER 91/2025: APPOINTMENT OF A PANEL OF CONTRACTORS FOR THE RETROFITTING, REPAIR AND MAINTENANCE OF STREET AND HIGH MAST LIGHTS WITHIN JB MARKS LOCAL MUNICIPALITY FOR A PERIOD OF 3 YEARS ON AN AS AND WHEN BASIS

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

By the representative of the Supplier, deemed to be duly authorized, signing this part of this form of offer and acceptance, the Supplier offers to perform all of the obligations and liabilities of the contractor under the contract, including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of Tender identified in the Tender data. **AS PER PRICING SCHEDULE** 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 supplier before the end of the period of validity stated in the Tender data, whereupon the supplier becomes the party named as the contractor in the contract identified in the Tender data.

Signature(s)

Name(s)

Capacity

Company Name

Address

.....

.....

ACCEPTANCE

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the supplier receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the supplier 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(s)

Name(s)

Capacity

For the

Employer

.....
(Name and address of organization)

Date:

CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING

CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING

I/We representing _____ declare that I/we have attended the compulsory Clarification meeting on the date certified below.

I/We further certify that I/we are satisfied with the description of the works and the explanations given by the Engineer at the meeting.

Signature of Tenderer: _____

This will certify that the above-mentioned Tenderer attended the compulsory site meeting on the date certified below.

SIGNATURE OF EMPLOYER

DATE

REPRESENTATIVE

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 |
| | If yes, furnish the following particulars: | |
| 3.8.1 | 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: | |

| | | |
|----------------------------------|--|----------|
| 3.9 | Have you been in the service of the state for the past twelve months? If so, furnish particulars. | Yes / No |
| 3.10 3.10.1 | 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 3.11.1 | 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: 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: | Yes / No |
| 3.12 3.12.1 | Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state? 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: | Yes / No |
| 3.13 3.13.1 | Is any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in the service of the state? 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: | Yes / No |

| | | | |
|---|---|---|---------------------------------------|
| 3.14 | Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract? | Yes / No | |
| 3.14.1 | If yes, furnish particulars:..... | | |
| 4. Full details of directors / trustees / members / shareholders | | | |
| THE FOLLOWING INFORMATION IS <u>COMPULSORY</u> TO COMPLETE | | | |
| Full Name | Identity Number | Individual Tax Number for each Director | State Employee Number / Persal Number |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| The contract will be automatically cancelled if there is a conflict of interest which is not disclosed by the bidder. | | | |

.....

Signature

.....

Date

.....

Capacity

.....

Name of the bidder

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

(a) a member of –

(i) any municipal council;

(ii) any provincial legislature; or

(iii) the National Assembly or the National Council of Provinces;

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

(c) an official 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.

PREFERENCE POINTS CLAIM FORM

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

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Specific Goals.

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

| | POINTS |
|--|------------|
| PRICE | 80 |
| SPECIFIC GOALS | 20 |
| Total points for Price and SPECIFIC GOALS | 100 |

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for 80/20 preference point system

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

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

| The specific goals allocated points in terms of this tender | Number of points allocated (80/20 system) (To be completed by the organ of state) | Proof of Documents | Number of points (To be completed by the tenderer) |
|---|---|---|---|
| 1. HDI (BLACK PERSON) | 5 | 1. CERTIFIED ID COPY TO PROOF AGE | |
| 2. YOUTH | 2 | 2. CERTIFIED ID COPY AND CSD MUST BE USED AS PROOF OF GENDER | |
| 3. FEMALE | 5 | 3. CERTIFIED ID COPY | |
| 4. DISABLED | 2 | 4. A MEDICAL REPORT AND FUNCTIONAL ASSESSMENT REPORT BY A MEDICAL PRACTITIONER MEDICAL REPORT AND FUNCTIONAL ASSESSMENT REPORT, BY A MEDICAL PRACTITIONER RECOGNISED BY SASSA, CONFIRMING YOUR DISABILITY | |
| 5. JB MARKS | 4 | 5. MUNICIPAL WATER & LIGHTS ACCOUNT OR LEASE AGREEMENT OLDER THAN 6 MONTHS WITH PROOF OF PAYMENT TO LANDLORD | |
| 6. DR KK | 2 | 6. MUNICIPAL WATER & LIGHTS ACCOUNT OR LEASE AGREEMENT OLDER THAN 6 MONTHS WITH PROOF OF PAYMENT TO LANDLORD | |
| TOTAL SPECIFIC GOALS | 20 | TOTAL | |

NB. The contractor must attach proof

DECLARATION WITH REGARD TO COMPANY/FIRM

a. Name of company/firm.....

b. Company registration number:

c. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

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

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

| |
|---|
| CONTRACT FORM – PURCHASE OF GOODS / SERVICES |
|---|

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL SERVICE PROVIDER (PART 1) AND THE MUNICIPALITY (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL SERVICE PROVIDER AND THE MUNICIPALITY WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

1. PART 1 (TO BE FILLED IN BY THE BIDDER)

I the undersigned (Full names) duly authorized thereto hereby undertake to supply all or any of the goods and/or services described in the attached bidding documents to **JB Marks Local Municipality** (the Local Municipality) in accordance with the requirements and specifications stipulated in bid number **91/2025: APPOINTMENT OF A PANEL OF CONTRACTORS FOR THE RETROFITTING, REPAIR AND MAINTENANCE OF STREET AND HIGH MAST LIGHTS WITHIN JB MARKS LOCAL MUNICIPALITY FOR A PERIOD OF 3 YEARS ON AN AS AND WHEN BASIS** at the price/s quoted. The offer/s remains binding upon me/ the Company/ Close Corporation and open for acceptance by the **Municipality** during the validity period indicated and calculated from the closing time of bid.

1. The following documents shall be deemed to form and be read and construed as part of this agreement:

- (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2022;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
- (ii) General Conditions of Contract; and
- (iii) Other (specify)

I confirm hereby that I have examined and read the above documents and declare that I am/ the Company/ Close Corporation is bound by the conditions contained in it.

- 2. I confirm that I have satisfied myself as to the correctness and validity of the bid; that the price(s) and rate(s) quoted cover all the goods and/or services specified in the bidding documents; that the price(s) and rate(s) cover all my/the Company's/Close Corporation's obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own or the Company's/Close Corporation's risk.
- 3. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/the Company/Close Corporation under this agreement as the principal liable for the due fulfilment of this contract.
- 4. I declare that I/the Company/Close Corporation have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
- 5. I confirm that I am duly authorised to sign this contract.

NAME OF PERSON/ COMPANY/ CLOSE CORPORATION TO WHOM THE TENDER/BID WAS AWARDED (PRINT)

(i) (Sole Supplier) (Full names..... (Identity Nr)

(ii) (Registered name of Company/ Close Corporation).....

(Registration Nr.).....) and herein represented by, in

his/ her capacity asduly authorised thereto **according to a Directors/ Members resolution of which a copy is attached)**

SIGNED AT **ON THIS** **DAY OF** **2025**

SIGNATURE.....

CAPACITY.....

WITNESSES

1.....

2.....

CONTRACT FORM – PURCHASE OF GOODS / WORKS

2. PART 2 (TO BE FILLED IN BY THE MUNICIPALITY)

I _____ in my capacity as _____ accept your bid under reference number **91/2025: APPOINTMENT OF A PANEL OF CONTRACTORS FOR THE RETROFITTING, REPAIR AND MAINTENANCE OF STREET AND HIGH MAST LIGHTS WITHIN JB MARKS LOCAL MUNICIPALITY FOR A PERIOD OF 3 YEARS ON AN AS AND WHEN BASIS** dated for the supply of goods/services indicated hereunder and/or further specified in the annexure(s).

1. An official order indicating delivery instructions is forthcoming.
2. I undertake to make payment for the goods/services delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

| 2.1 NO. | PRICE (ALL APPLICABLE TAXES INCLUDED) | 2.1.1 | DELIVERY PERIOD | B-BBEE STATUS LEVEL OF CONTRIBUTION | MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable) |
|------------|---|-------|--------------------|---|---|
| | | | | | |

4. I confirm that I am duly authorized to sign this contract.

SIGNED AT **ON THIS** **DAY OF** **2025**

SIGNATURE

NAME (PRINT) **KW KUMBE**
MUNICIPAL MANAGER

OFFICIAL STAMP

WITNESSES

1.....

2.....

3.

| |
|---|
| DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES |
|---|

4.

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

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

| Item | Question | Yes | No |
|-------|---|--------------------------|--------------------------|
| 4.1 | <p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4.1.1 | If so, furnish particulars: | | |
| 4.2 | <p>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)?</p> <p>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.</p> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4.2.1 | If so, furnish particulars: | | |
| 4.3 | <p>Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</p> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4.3.1 | If so, furnish particulars: | | |
| 4.4 | <p>Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</p> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4.4.1 | 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 *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38(1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract. .
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (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: **91/2025: APPOINTMENT OF A PANEL OF CONTRACTORS FOR THE RETROFITTING, REPAIR AND MAINTENANCE OF STREET AND HIGH MAST LIGHTS WITHIN JB MARKS LOCAL MUNICIPALITY FOR A PERIOD OF 3 YEARS ON AN AS AND WHEN BASIS** in response to the invitation for the bid made By **JB MARKS LOCAL 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)

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of the 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.

AUTHORITY OF 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./Ms.....has been duly authorized to sign all documents in connection with

Tender number: **91/2025: APPOINTMENT OF A PANEL OF CONTRACTORS FOR THE RETROFITTING, REPAIR AND MAINTENANCE OF STREET AND HIGH MAST LIGHTS WITHIN JB MARKS LOCAL MUNICIPALITY FOR A PERIOD OF 3 YEARS ON AN AS AND WHEN BASIS** and any Contract which may arise there from on behalf of

(BLOCK CAPITALS)

SIGNED ON BEHALF OF THE COMPANY

IN HIS / HER CAPACITY AS

DATE

FULL NAMES OF SIGNATORY

AS WITNESSES 1.

2.

4.1 TABLE OF CLAUSES

| | |
|-----|---|
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4.1.1.1.1.1 General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the provider, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the provider under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the provider bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 "Force majeure" means an event beyond the control of the provider and not involving the provider's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
 - 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
 - 1.14 "GCC" means the General Conditions of Contract.
 - 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the provider is required to supply to the purchaser under the contract.
 - 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the provider or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

| 4.1.1.1.1.1 General Conditions of Contract | |
|--|---|
| | <p>1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.</p> <p>1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.</p> <p>1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.</p> <p>1.20 “Project site,” where applicable, means the place indicated in bidding documents.</p> <p>1.21 “Purchaser” means the organization purchasing the goods.</p> <p>1.22 “Republic” means the Republic of South Africa.</p> <p>1.23 “SCC” means the Special Conditions of Contract.</p> <p>1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the provider covered under the contract.</p> <p>1.25 “Written” or “in writing” means hand-written in ink or any form of electronic or mechanical writing.</p> |
| 2. Application | <p>2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p> |
| 3. General | <p>3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.</p> <p>3.2 Invitations to bid are usually published in locally distributed news media and in the institution’s website.</p> |
| 4. Standards | <p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p> |
| 5. Use of contract documents and information; inspection. | <p>5.1 The provider shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the provider in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.</p> |

| 4.1.1.1.1.1 General Conditions of Contract | |
|---|--|
| | <p>5.2 The provider shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.</p> <p>5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the provider's performance under the contract if so required by the purchaser.</p> <p>5.4 The provider shall permit the purchaser to inspect the provider's records relating to the performance of the provider and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.</p> |
| 6. Patent rights | <p>6.1 The provider shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.</p> <p>6.2 When a provider developed documentation / projects for the municipality or municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality or municipal entity.</p> |
| 7. Performance security | <p>7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.</p> <p>7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the provider's failure to complete his obligations under the contract.</p> <p>7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:</p> <p>(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or</p> <p>(b) a cashier's or certified cheque.</p> <p>7.4 The performance security will be discharged by the purchaser and returned to the provider not later than thirty (30) days following the date of completion of the provider's performance obligations under the contract, including any warranty obligations, unless otherwise specified.</p> |
| 8. Inspections, tests and analyses | <p>8.1 All pre-bidding testing will be for the account of the bidder.</p> <p>8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.</p> <p>8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.</p> |

| 4.1.1.1.1 General Conditions of Contract | |
|---|--|
| | <p>8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.</p> <p>8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the provider.</p> <p>8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.</p> <p>8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the provider who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the providers cost and risk. Should the provider fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the provider.</p> <p>8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.</p> |
| 9. Packing | <p>9.1 The provider shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.</p> |
| 10. Delivery and documents | <p>10.1 Delivery of the goods and arrangements for shipping and clearance obligations shall be made by the provider in accordance with the terms specified in the contract.</p> |
| 11. Insurance | <p>11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.</p> |
| 12. Transportation | <p>12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified.</p> |
| 13. Incidental services | <p>13.1 The provider may be required to provide any or all of the following services, including additional services, if any:</p> <ul style="list-style-type: none"> (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods; (b) furnishing of tools required for assembly and/or maintenance of the supplied goods; (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods; |

| 4.1.1.1.1.1 General Conditions of Contract | |
|---|---|
| | <p>(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the provider of any warranty obligations under this contract; and</p> <p>(e) training of the purchaser's personnel, at the provider's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.</p> <p>13.2 Prices charged by the provider for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the provider for similar services.</p> |
| 14. Spare parts | <p>14.1 As specified, the provider may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the provider:</p> <p>(a) such spare parts as the purchaser may elect to purchase from the provider, provided that this election shall not relieve the provider of any warranty obligations under the contract; and</p> <p>(b) in the event of termination of production of the spare parts:</p> <p>(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and</p> <p>(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.</p> |
| 15. Warranty | <p>15.1 The provider warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The provider further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the provider, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.</p> <p>15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.</p> <p>15.3 The purchaser shall promptly notify the provider in writing of any claims arising under this warranty.</p> <p>15.4 Upon receipt of such notice, the provider shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.</p> <p>15.5 If the provider, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the provider's risk and expense and without prejudice to any other rights which the purchaser may have against the provider under the contract.</p> |
| 16. Payment | <p>16.1 The method and conditions of payment to be made to the provider under this contract shall be specified.</p> <p>16.2 The provider shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.</p> |

| 4.1.1.1.1 General Conditions of Contract | |
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| | <p>16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the provider.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated.</p> |
| 17. Prices | 17.1 Prices charged by the provider for goods delivered and services performed under the contract shall not vary from the prices quoted by the provider in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be. |
| 18. Increase / decrease of quantities | 18.1 In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the revised quantities. The contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price. |
| 19. Contract amendments | 19.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned. |
| 20. Assignment | 20.1 The provider shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent. |
| 21. Subcontracts | 21.1 The provider shall notify the purchaser in writing of all subcontracts awarded under these contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the provider from any liability or obligation under the contract. |
| 22. Delays in the provider's performance | 22.1 Delivery of the goods and performance of services shall be made by the provider in accordance with the time schedule prescribed by the purchaser in the contract. |
| | 22.2 If at any time during performance of the contract, the provider or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the provider shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the provider's notice, the purchaser shall evaluate the situation and may at his discretion extend the provider's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract. |
| | 22.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the provider's point of supply is not situated at or near the place where the supplies are required, or the provider's services are not readily available. |
| | <p>22.4 Except as provided under GCC Clause 25, a delay by the provider in the performance of its delivery obligations shall render the provider liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.</p> <p>22.5 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the provider's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the provider.</p> |
| 23. Penalties | 23.1 Subject to GCC Clause 25, if the provider fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23. |
| 24. Termination for default | 24.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the provider, may terminate this contract in whole or in part: |

| 4.1.1.1.1.1 General Conditions of Contract | |
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| | <p>(a) if the provider fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 22.2;</p> <p>(b) if the provider fails to perform any other obligation(s) under the contract; or</p> <p>(c) if the provider, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.</p> <p>24.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the provider shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the provider shall continue performance of the contract to the extent not terminated.</p> <p>24.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.</p> <p>24.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.</p> <p>24.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.</p> <p>24.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:</p> <p>(i) the name and address of the supplier and / or person restricted by the purchaser;</p> <p>(ii) the date of commencement of the restriction;</p> <p>(iii) the period of restriction; and</p> <p>(iv) the reasons for the restriction.</p> <p>These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.</p> <p>24.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.</p> |
| 25. Anti-dumping and counter-vailing duties and rights | <p>25.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the provider to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the provider in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.</p> |

| 4.1.1.1.1.1 General Conditions of Contract | |
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| 26. Force Majeure | <p>26.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the provider shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.</p> <p>26.2 If a force majeure situation arises, the provider shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the provider shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.</p> |
| 27. Termination for insolvency | <p>27.1 The purchaser may at any time terminate the contract by giving written notice to the provider if the provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.</p> |
| 28. Settlement of Disputes | <p>28.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the provider in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.</p> <p>28.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the provider may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.</p> <p>28.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.</p> <p>28.4 Notwithstanding any reference to mediation and/or court proceedings herein, (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and (b) the purchaser shall pay the provider any monies due the provider for goods delivered and / or services rendered according to the prescripts of the contract.</p> |
| 29. Limitation of liability | <p>29.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;</p> <p>(a) the provider shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the provider to pay penalties and/or damages to the purchaser; and</p> <p>(b) the aggregate liability of the provider to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.</p> |
| 30. Governing language | <p>30.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.</p> |
| 31. Applicable law | <p>31.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.</p> |
| 32. Notices | <p>32.1 Every written acceptance of a bid shall be posted to the provider concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.</p> <p>32.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.</p> |

| 4.1.1.1.1.1 General Conditions of Contract | |
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| 33. Taxes and duties | <p>33.1 A foreign provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.</p> <p>33.2 A local provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.</p> <p>33.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.</p> |
| 34. Transfer of contracts | <p>34.1 The contractor shall not abandon, transfer, assign or sublet a contract or part thereof without the written permission of the purchaser.</p> |
| 35. Amendment of contracts | <p>35.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.</p> |

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| BID REQUIREMENTS OF JB MARKS LOCAL MUNICIPALITY |
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THE FOLLOWING PARTICULARS MUST BE FURNISHED. FAILURE TO DO SO MAY RESULT IN THE BID BEING DISQUALIFIED

CENTRAL SUPPLIER DATABASE (CSD) NO:

NAME OF BIDDER:

POSTAL ADDRESS:

STREET ADDRESS:

TELEPHONE: AREA CODE:

NUMBER

FACSIMILE: AREA CODE:

NUMBER

E-MAIL ADDRESS (IF AVAILABLE):

NAME OF CONTACT PERSON:

CELL PHONE NUMBER OF CONTACT PERSON:

Has a tax clearance certificate been submitted

YES / No

Income Tax Number

Name of taxpayer

Identity number of taxpayer (if applicable)

Employer's PAYE registration number (if applicable)

Company or CC Registration No

Are you the accredited representative in South Africa for the goods / services offered by you?

YES NO / NOT APPLICABLE

AUTHORISED SIGNATURE:

NAME:

CAPACITY:

DATE:

PAST EXPERIENCE

Service Providers must furnish hereunder details of similar services, which they have satisfactorily completed in the past.

| EMPLOYER | DURATION AND COMPLETION DATE | EMPLOYER CONTACT NUMBER |
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DATE

SIGNATURE OF TENDERER

REQUIRED DOCUMENTATION

A PUBLIC COMPANY or SECTION 21 COMPANY

A certified copy of the company's Certificate of Incorporation (CM3).

If any changes had occurred in the board of Shareholders or Directors of the company since registration, a certified copy of the amended Certificate of Incorporation regarding the changes that were registered in the office of the Registrar of Companies must be obtained.

In the case of a Company, a resolution from the directors that the person who is appointed to sign the tender and SLA document is authorized to act on behalf of the Company. The full names, identity number and his/ her capacity must be included in the resolution.

A CLOSE CORPORATION

A certified copy of the Close Corporation's registration document. (CK1 & CK2).

If any changes had occurred in the Membership of the Close Corporation since registration, a certified copy of the amended Registration Certificate regarding the changes in membership that were registered in the office of the Registrar of Companies must be obtained. In the case of a Close Corporation, a resolution from the members that the person who is appointed to sign the tender and SLA document is authorized to act on behalf of the Close Corporation. The full names, identity number and his/ her capacity must be included in the resolution.

A TRUST

A certified copy of the Trust deed (document) as well as a letter of authority in the case of business trust.

A PARTNERSHIP

A certified copy of the Partnership Agreement.

A SOLE PROPRIETOR

A certified copy of the Owner's ID document.

In all cases, a valid Tax Clearance certificate is required.

Where necessary certified copies of other relevant registration certificates pertaining to the business as required by legislation.

The above documentation did not include necessarily all the documentation that may be needed by the Supply Chain department which must also be requested.