



BID DOCUMENT

TENDER FOR MAINTENANCE OF HIGH MAST LIGHTS IN VARIOUS WARDS FOR A PERIOD OF 36 MONTHS

A Tender for Category 5EP or higher CIDB Registered Contractors

(IN COMPLIANCE WITH THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017
PUBLISHED IN GOVERNMENT GAZETTE NO. 40553 OF 20 JANUARY 2017)

BID NUMBER: MLM/MAINT/HML/2023/24-26

NAME OF BIDDER: _____

BID PRICE (Incl. VAT) R_____

E-MAIL ADDRESS: _____

Tel No. _____

Fax No. _____

NB: BIDs must be properly received and deposited in the BID box on or before the closing date and time.
No late BID offers will be accepted under any circumstances. BID offers must be submitted in a sealed envelope properly marked in terms of the BID number and BID description as indicated above.

Do not dismember this BID document (do not take it apart) and all other documents of the submission must be attached to the pages provided for in this BID document.

BID Deposit Receipt No: _____ **(Attach documentary proof)**

CLOSING TIME : 12H00

BID BOX : MORETELE LOCAL MUNICIPALITY.

CLOSING DATE : 15 June 2023

MORETELE LOCAL MUNICIPALITY**Tender No. MLM/MAINT/HML/2023/24-26****MAINTENANCE OF HIGH MAST LIGHTS IN VARIOUS WARDS FOR A PERIOD OF 36 MONTHS**

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The Municipal Manager
Moretele Local Municipality
Private Bag X367
Moretele
0404

TENDER NOTICE AND INVITATION TO TENDER

Tender No. MLM/MAINT/HML/2023/24-26 For

MAINTENANCE OF HIGH MAST LIGHTS IN VARIOUS WARDS FOR A PERIOD OF 36 MONTHS

Tenders are hereby invited from Contractors registered with the Construction Development Board (CIDB) for the Maintenance of High Mast Lights in various Wards for a Period of 36 Months

Project Name	Bid Number	Compulsory Briefing Session	Bid Document Price	Availability of Bid Document	Evaluation Criteria	CIDB Grading	Closing Date and Time
Maintenance of High Mast Lights in various Wards for a period of 36 Months	MLM/MAINT/HML/2023/24-26	09 June 2023 @ 11h00 in Municipal Hall.	R1 000.00	08/06/2023	80/20 Price & BBBEE status level Minimum Qualifying Score: 70%	5EP or higher CIDB	15 June 2023 at 12H00 in Municipal hall

Bid documents with detailed bid specifications and detailed information are obtainable at the **Revenue office of Moretele Local Municipality, 4065 B Mathibestad from 09th June 2023** at 08:00 – 16:00. A non-refundable deposit as per tender above payable at the bank as per the following details:

Account Name: Moretele Local Municipality
Bank: ABSA
Cheque account No: 405 331 7014
Branch code: 632005
Ref: Company Name.....BID Number

NB: No cash will be accepted only proof of payment or Debit cards will be accepted.

Sealed Bids clearly marked “**BID No AND PROJECT NAME (as per the table above)**” must be placed in the Bid box situated at the offices of **MORETELE LOCAL MUNICIPALITY, 4065 B MATHIBESTAD**. Compulsory briefing will be done as per the project indicated on the table.

No late BIDs will be accepted.

Moretele Local Municipality reserves the right to accept the whole or part of any bid and further reserves the right to re-advertise if it so wishes to. No reason for the acceptance or rejection of any bid will be given.

Bids will be adjudicated according to the Moretele Local Municipality's Supply Chain Management Policy, the Preferential Procurement Policy Framework Act, (Act No. 5 of 2000) and the Preferential Procurement

Regulations 2011, as well as the broad Based Black Economic Empowerment Act (Act 53 of 2003). Bids will remain valid for 90 days.

Enquiries may be directed to: Mr. MP. Molautsi: (012)716 1300/1347

Mr S NGWENYA
MUNICIPAL MANAGER

T1.2 TENDER DATA

The Tender Data shall be read with the Standard Conditions of Tender in order to expand on the Tenderer's obligations and the Employer's undertakings in administering the tender process in respect of the project under consideration.

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

Each item of Tender Data given below is cross-referenced to the relevant clause in the Standard Conditions of Tender. The Conditions of Tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement, as printed in Board Notice 86 of 2010 in the Government Gazette No. 33239 of 2010 dated 28 May 2010.

The Standard Conditions of Tender make several references to the Tender Data which specifically applies to this tender.

Tender Data Applicable to this Tender

Clause Number	Data / Wording
F.1.2	<p>The Tender Documents consist of the following:</p> <p>(a) This Project Document, which contains the following:</p> <p>PART T1: TENDERING PROCEDURES</p> <p>T1.1 Tender Notice and Invitation to Tender T1.2 Tender Data</p> <p>PART T2: RETURNABLE DOCUMENTS</p> <p>T2.1 List of Returnable Documents T2.2 Returnable Schedules</p> <p>PART C1: AGREEMENTS AND CONTRACT DATA</p> <p>C1.1 Form of Offer and Acceptance C1.2 Contract Data C1.3 Form of Guarantee C1.4 Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993 C1.5 Retention Money Guarantee C1.6 Transfer of Rights</p> <p>PART C2: PRICING DATA</p> <p>C2.1 Pricing Instructions C2.2 Schedule of Quantities</p> <p>PART C3: SCOPE OF WORKS</p> <p>C3.1 Standard Specifications C3.2 Project Specifications C3.3 Particular Specifications</p> <p>PART C4: SITE INFORMATION</p> <p>C4.1 Locality Plan C4.2 Example of Contract Signboard Details</p>

Clause Number	Data / Wording
	<p>(b) Drawings</p> <p>(c) ‘General Conditions of Contract for Construction Works, Third Edition, 2015’ issued by the South African Institution of Civil Engineering (abbreviated title ‘General Conditions of Contract 2015’ – ‘GCC 2015’). This document is obtainable separately and Tender's shall obtain their own copy.</p> <p>(d) ‘The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations 2014 (Government Gazette No 37305 of 7 February 2014, Notice No R. 84)’. These documents are obtainable separately and Tenderer shall obtain their own copies.</p> <p>(f) The Construction Industry Development Board Act No. 38 of 2000 as amended and the Regulations in terms of the CIDB Act 38 of 2000, Government Notice No 692 of 9 June 2004 as amended.</p> <p>In addition Tenderer are advised, in their own interest, to obtain their own copies of the relevant Acts, Regulations and Standards referred to in this document as they are essential for the Tenderer to become acquainted with the basics of construction management, the implementation of preferential construction procurement policies, and participation of targeted enterprises and labour.</p>
F.1.4	<p>The employer's agent is:</p> <p>Name: Acting Director: Mr. MP Molautsi</p> <p>Address: 4065 B MATHIBESTAD</p> <p>Tel: (012) 716 1300</p> <p>Fax: (012) 716 9999</p> <p>E-mail: Pholoshho.Molautsi@Moretele.gov.za</p>
F.2.1	<p>A Tenderer will not be eligible to submit a tender if:</p> <ul style="list-style-type: none"> (a) the Contractor submitting the tender is under restrictions or has principals who are under restriction to participate in the Employer's procurement due to corrupt or fraudulent practices; (b) the Tenderer does not have the legal capacity to enter into the contract; (c) the Contractor submitting the tender is insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of the foregoing; (d) The Tenderer does not comply with the legal requirements stated in the Employer's procurement policy; (e) The Tenderer cannot demonstrate that he possesses the necessary professional and technical qualifications and competence, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract; (f) The Tenderer cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract. <p>The Established Contractor shall be registered in CIDB contractor grading designation 5EP or higher.</p>

Clause Number	Data / Wording
F.2.7	<p>The arrangements and venue for the compulsory Clarification Meeting are:</p> <p>Venue: Moretele Local Municipality, Municipal Hall, 4065 B, Mathibestad, Makapanstad 0404.</p> <p>Date: Monday, 09 June 2023 at 12:00</p> <p>Contact Person: Mr MP Molautsi Tel: (012)716 1300/1347 Email: molautsi@gmail.com</p>
F.2.8	Change 'five working days' to 'seven working days'. Working days shall be from Monday to Friday and shall exclude all gazetted public holidays.
F.2.10	All Tenderers must be registered for Value Added Tax (VAT) with the South African Revenue Services (SARS).
F.2.13	<p>F.2.13.3 Tender offers shall be submitted as an original only. Under no circumstances whatsoever may the tender forms be retyped or redrafted. Photocopies of the original tender documentation may be used, but an original signature must appear on such photocopies.</p> <p>F.2.13.5 The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Location of Tender Box: Moretele Local Municipality Physical Address: 4065 B, Mathibestad, Makapanstad 0404. Identification Details: Tender No. MLM/MAINT/HML/2023/24-26</p> <p>F.2.13.6 A two-envelope system will not be followed. However, the Original bid document and returnable must be duplicated into a disc or flash drive.</p>
F.2.15	<p>The closing time for submission of Tender Offers is: 12H00 on Monday, 15 June 2023</p> <p>Telegraphic, telephonic, telex, facsimile, electronic, e-mailed and late tenders will not be accepted.</p>
F.2.16	The tender offer validity period is ninety (90) days from the closing time for submission of tenders.
F.2.19	Access shall be provided for inspections and testing by personnel acting on behalf of the Employer.
F.2.22	This is not applicable.
F.2.23	<p>The certificates as required in the Returnable Schedules and Forms must be provided with the tender for each party to a consortium / joint venture.</p> <p>DOCUMENTS REQUIRED FOR TENDER RESPONSIVENESS (Mandatory)</p>

Clause Number	Data / Wording
	<ol style="list-style-type: none"> 1. Municipal account for the business and directors not in arrears for more than 90 days or municipal account from private provider or statement of account from landlord with valid lease agreement. 2. Certified Company registration certificate 3. Valid CIDB Registration certificate 4. Original bid document and returnable must be duplicated into a disc or flash drive. 5. Certified copy or Original certificate of BBEE issued by SANAS/CIPC/Sworn Affidavit signed and stamped by commissioner of oath (For joint ventures the certificate must be consolidated) 6. Completed and signed Form of Offer and Acceptance 7. Certified I D Copies of Owners/Directors/Shareholders 8. All pages signed, initialed and completed. 9. CSD summary report not older than one month 10. Authority for Signatory on company letter head 11. Letter of Good Standing with the Compensation for Occupational Injuries and Diseases 12. Proof of purchase of the tender document 13. Letter of intent from registered financial institution showing full details as guarantor in the amount of 10% as specified for surety purposes must be submitted. 14. Joint venture (JV) agreement if applicable 15. Compulsory enterprise questionnaires (MBD Forms) 16. Compulsory briefing certificate <p>NB. Failure to adhere to above conditions will lead to automatic disqualification.</p>
F.3.1	Change 'five working days' to 'seven working days'. Working days shall be from Monday to Friday and shall exclude all gazetted public holidays.
F.3.2	Change 'three days' to 'three working days'. Working days shall be from Monday to Friday and shall exclude all gazetted public holidays.
F.3.4	<p>The time and location for opening of the tender offers are:</p> <p>Time: 12H00 on Monday, 15 June 2023</p> <p>Location / Venue: Revenue Unit at the Finance Department of Moretele Local Municipality, 4065 B, Mathibestad, Makapanstad 0404</p>
F.3.5	A two-envelope system will <u>not be followed</u> . However, the Original bid document and returnable must be duplicated into a disc or flash drive
F.3.11	Evaluation of tender offers
F.3.11.1	The procedure for evaluation of responsive Tender Offers will be Method 2: Functionality, Price and Preferences.
F.3.11.3	<p>The procedure for the evaluation of responsive tenders is Method 2 (Functionality, Price and Preferences). The weighting of tender price and preferences of the Tenderer will be done by way of a point system:</p> <ul style="list-style-type: none"> • 80 points are assigned to price; and • 20 points are assigned to preferences.

Clause Number	Data / Wording																																								
	<p>The total points for Price and Preferences must add up to 100 points. The financial offer will be scored using the formula:</p> <p><u>Formula for scoring the Financial Offer</u></p> <p>$P_p = A \times \left(1 - \frac{P_t - P_{min}}{P_{min}}\right)$</p> <p>Where</p> <p>P_p = Preference points for price of tender under consideration; A = Points allocated to price (80 or 90); P_t = Rand value of tender under consideration; and P_{min} = Rand value of the lowest acceptable tender.</p> <p><u>Scoring Preference points</u></p> <p>The tenderer is required to submit a BEE Verification Certificate in accordance with the Construction Sector Codes of Practice promulgated in Gazette 32305 on 5 June 2009 (see Returnable Schedule L). See also www.sanas.co.za for details of accredited Verification Agencies.</p> <p>Up to 100 tender evaluation points will be awarded to tenderers who submit responsive tenders and who are found to be eligible for the preference claimed. Points are based on a tenderer's scorecard measured in terms of the Broad-Based Black Economic Empowerment Act (B-BBEE, Act 53 of 2003) and the Regulations (2011) to the Preferential Procurement Policy Framework Act (PPPFA, Act 5 of 2000).</p> <p>Points awarded will be according to a tenderer's B-BBEE status level of contributor and summarised in the table below:</p> <p>Table F.2: Preference Points based on B-BBEE status level of contributor.</p> <table><tr><th>Status Level of contributor</th><th>Scorecard</th><th>Preference Points based on scorecard (90/10 System)</th><th>Preference Points based on scorecard (80/20 System)</th></tr><tr><td>1</td><td>= 100 points</td><td>10</td><td>20</td></tr><tr><td>2</td><td>≥ 85 but < 100 points</td><td>9</td><td>18</td></tr><tr><td>3</td><td>≥ 75 but < 85 points</td><td>8</td><td>16</td></tr><tr><td>4</td><td>≥ 65 but < 75 points</td><td>5</td><td>12</td></tr><tr><td>5</td><td>≥ 55 but < 65 points</td><td>4</td><td>8</td></tr><tr><td>6</td><td>≥ 45 but < 55 points</td><td>3</td><td>6</td></tr><tr><td>7</td><td>≥ 40 but < 45 points</td><td>2</td><td>4</td></tr><tr><td>8</td><td>≥ 30 but < 40 points</td><td>1</td><td>2</td></tr><tr><td>Non-compliant Contributor</td><td>< 30 points</td><td>0</td><td>0</td></tr></table> <p>Eligibility for preference points is subject to the following conditions:</p> <p>(a) A tenderer's scorecard shall be based on the Construction Sector Codes of Practice promulgated in Government Gazette 32305 of 5 June 2009; and</p> <p>(b) The scorecard shall be submitted as a certificate attached to Returnable Schedule L; and</p> <p>(c) The certificate shall have been issued by a registered verification agency accredited by the South African National Accreditation System (SANAS), as contemplated in the B-BBEE Framework for Accreditation and Verification by all Verification Agencies promulgated in the latest Government Notice; and</p> <p>(d) The date of issue of the certificate must be less than 12 (twelve) months prior to the advertised tender closing date (see Tender Data F.2.15); and</p>	Status Level of contributor	Scorecard	Preference Points based on scorecard (90/10 System)	Preference Points based on scorecard (80/20 System)	1	= 100 points	10	20	2	≥ 85 but < 100 points	9	18	3	≥ 75 but < 85 points	8	16	4	≥ 65 but < 75 points	5	12	5	≥ 55 but < 65 points	4	8	6	≥ 45 but < 55 points	3	6	7	≥ 40 but < 45 points	2	4	8	≥ 30 but < 40 points	1	2	Non-compliant Contributor	< 30 points	0	0
Status Level of contributor	Scorecard	Preference Points based on scorecard (90/10 System)	Preference Points based on scorecard (80/20 System)																																						
1	= 100 points	10	20																																						
2	≥ 85 but < 100 points	9	18																																						
3	≥ 75 but < 85 points	8	16																																						
4	≥ 65 but < 75 points	5	12																																						
5	≥ 55 but < 65 points	4	8																																						
6	≥ 45 but < 55 points	3	6																																						
7	≥ 40 but < 45 points	2	4																																						
8	≥ 30 but < 40 points	1	2																																						
Non-compliant Contributor	< 30 points	0	0																																						

Clause Number	Data / Wording
	<p>(e) Compliance with any other information requested to be attached to Returnable Schedule.</p> <p><u>Total Scores for Financial and Preference</u></p> <p>The points scored for a Tenderer in respect of Financial must be added to the points scored for the B-BBEE preferences. Only the tender with the highest number of points may be selected, except in those instances permissible by legislation, practice notes or relevant policies.</p>
F.3.11.9	<p>All proposals will be evaluated in terms of functionality with maximum of 100 functionality points. All proposals meeting minimum scores of 70 points will be considered for the next final evaluation stage whereby proposals will be evaluated in terms of Price and Preference.</p> <p>The score for functionality will be calculated using the following formula:</p> $W_Q = W_2 \times \frac{S_o}{M_s}$ <p>Where:</p> <p>W₂ = is the percentage score given for quality and equals 100</p> <p>S_o = is the maximum possible score for quality allocated to the submission under consideration</p> <p>M_s = is the maximum possible score for quality in respect to the submission</p> <p>The quality will comprise scores for the following based on criteria indicated in the respective tender returnable schedules:</p>

Clause Number		Data / Wording			
Evaluation Criteria		Scoring System		Maximum Score	Tenderer Score
1.	Company experience			25%	
1.1	Company/ Entity’s work experience in High Mast Lights Projects	Over 7 similar assignments / projects	25		
		5 - 6 similar assignments / projects	20		
		3 - 4 similar assignments / projects	15		
		1 - 2 similar assignments / projects	10		
1.2	Electrical Related Works	Over 7 years similar assignments/ projects	15	15%	
		5 - 6 similar assignments / projects	12		
		3 - 4 similar assignments / projects	8		
		1 - 2 similar assignments / projects	6		
2.	Financial References (Demonstrate financial capacity to execute the projects, by attaching letter from the bank with their rating)	2.1 Bank Rating		10%	
		Bank rating of “A&B”	5		
		Bank rating of “C”	3		
		Bank rating of “D”	2		
		Bank rating of “E” & below	1		
		Brank Rating Letter not attached	0		
		2.2 Financial Statement	5		
3.	Key Personnel Experience and qualification of Key Staff	3.1 Contract Manager		30%	
		Project/Contract manager has BSc/ B. Tech Electrical Engineering and has between 5- and 10-years’ experience	15		
		Project/Contract manager has NDip/ NTD Electrical Engineering and has between 5- and 10-years’ experience	10		
		Project/Contract manager has Certificate in Electrical Engineering and has between 5- and 10-years’ experience	5		
		3.2 Site Agent			
		Site Agent has NQF Level 5 with a Wireman License; and has more than 3 years’ experience in electrical.	10		
		Site Agent has NQF Level 5 with a Wireman License; and has less than 3 years’ experience in electrical.	5		
		3.3 Site Foreman			

Clause Number		Data / Wording			
		Site Foreman has NQF level 2,3 or 4 with a Trade Test; and has more than 5 years' experience in electrical.	5		
		Site Foreman has NQF level 2,3 or 4 with a Trade Test; and has more than 5 years' experience in electrical.	3		
Evaluation Criteria		Scoring System		Maximum Score	Tenderer Score
4.	Availability of Plant and Equipment necessary for construction	2 x Light delivery vehicle (LDV)	20	20%	
		Own & Letter of intent to hire	15		
		Letter of intent to hire	10		
TOTAL EVALUATION POINTS SCORE FOR QUALITY, TENDERERS WITH A SCORE OF LESS THAN 70% WILL BE REJECTED AS NON-RESPONSIVE				100%	

Only the qualifying Tenders will be evaluated in Terms of 80 /20 preference point system where

Evaluation criterion: 80/20

1. Price: **80**
2. Preferential points = **20**, where municipal specific goals will be as follows:
 - Women empowerment: **05**
 - Youth empowerment: **05**
 - Locality according to municipal accounts: **05**

(Moretele LM: **05**, Bojanala Platinum District: **04**, Northwest Province: **03** and outside Northwest: **01**)

- B-BBEE: **05**

❖ B-BBEE points in terms of the Preferential Procurement Policy Framework Act Regulations will be allocated as follows:

Item No	B-BBEE STATUS LEVEL OF CONTRIBUTOR	NUMBER OF POINTS
1	1	5
2	2	4
3	3	3
4	4	3
5	5	1
6	6	1
7	7	1
8	8	1
9	Non-contributor	0

Clause Number	Data / Wording
F.3.13	<p>F.3.13.1 The legal requirements for acceptance of the tender offer are:</p> <ul style="list-style-type: none"> (a) Tender Defaulters Register - the Tenderer or any of its principals is <u>not</u> listed on the register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector. (b) Abuse of the SCM System - the Tenderer has <u>not</u> abused the Employer's Supply Chain Management System and has <u>not</u> been given a written notice to the effect that he has failed to perform on any previous contract. (c) Declaration - the Tenderer has indicated and declared whether or not a spouse, child or parent of the Tenderer is in the service of the State. (d) Fraud and Corruption - the Employer is satisfied that the Tenderer or any of his principals have <u>not influenced</u> the tender offer and acceptance by the following criteria: <ul style="list-style-type: none"> (i) having offered, promised or given a bribe or other gift or remuneration to any person in connection with the obtaining of this Contract; (ii) having acted in a fraudulent or corrupt manner in obtaining this Contract; (iii) having approached an officer or employee of the Employer or the Employer's Agent with the object of influencing the award of a Contract in the Tenderer's favour; (iv) having entered into any agreement or arrangement, whether legally binding or not, with any other person, firm or company to refrain from Tendering for this Contract or as to the amount of the Tender to be submitted by either party; (v) having disclosed to any other person, firm or company other than the Employer, the exact or approximate amount of his proposed Tender. <p>The Employer may, in addition to using any other legal remedies, repudiate the Tender offer and acceptance and declare the Contract invalid should it have been concluded already.</p>
F.3.17	<p>The number of paper copies of the signed contract to be provided by the Employer is one (1).</p>

T2: RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

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

T2.2 RETURNABLE SCHEDULES REQUIRED FOR TENDER RESPONSIVENESS AND FOR TENDER EVALUATION PURPOSES

A	Certificate of Attendance at Clarification Meeting	T17
B	Record of Addenda to Tender Documents	T18
C	Certificate of Authority (On Company Letterhead)	T19
D	Compulsory Enterprise Questionnaire	T24
E	Plant and Equipment	T26
F	Experience of Tenderer (Schedule of Work Satisfactorily Carried out by Tenderer)..	T27
G	Proposed Subcontractors.....	T28
H	Key Personnel (Schedule)	T29
I	Deviations and Qualifications	T31
J	Contractor's Health and Safety Declaration	T32
K	Tenderer's BEE Verification Certificate	T34
L	Schedule of Alternative Tenders	T35
M	Tender's Participation in Job Creation Using Local Labour	T36
N	Tenderer's Banking Details and Rating.....	T37
O	Municipal Account for The Business / Directors Not Owing for More Than 90 Days or Municipal Account from Private Provider or Statement of Account from Landlord with Valid Lease Agreement.	T38
P	CIDB Registration Certificate	T39
Q	Proof of Registration of Bidder and Certified ID Copies of Owners/Directors/Shareholders	T40
R	CSD Summary Report (not Older than one month)	T41
S	Letter of Good Standing with the Compensation for Occupational Injuries and Diseases	T42
T	MBD 2: Tax Clearance Certificate Requirements	T43
U	MBD 4: Declaration of Interest.....	T44
V	MBD 5: Declaration for Procurement Above R10 Million (Vat Included)	T47
W	MBD 6.1 Preference Points Claim Form in Terms of The Preferential Procurement Regulations 2017	T48
X	MBD 6.2: Declaration Certificate for Local Production and Content for Designated Sectors	T53
Y	MBD 7.2: Contract Form – Rendering Services	T56
Z	MBD 8: Declaration of Bidder's Past Supply Chain Management Practices	T58
AA	MBD 9: Certificate of Independent Bid Determination	T60

NOTE: The Tenderer is required to complete each and every schedule and form listed above to the best of his ability as the evaluation of tenders and the eventual contract will be based on the information provided by the Tenderer. Failure of a Tenderer to complete the schedules and forms to the satisfaction of the Employer may lead to rejection on the grounds that the tender is not responsive.

T2.3 OTHER DOCUMENTS REQUIRED FOR TENDER RESPONSIVENESS (Mandatory)

- Proof of purchase of the tender document
- Letter of intent from registered financial institution showing full details as guarantor in the amount of 10% as specified for surety purposes must be submitted.
- Joint venture (JV) agreement if applicable
- All pages signed, initialed, and completed.
- Original bid document and returnable must be duplicated into a disc or flash drive.
- Audited Financial Statements
- Completed and signed Form of Offer and Acceptance

T2.4 RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT (to be attached with submission)

- Record of Addenda
- Amendments and qualifications
- Form of Offer and Acceptance*
- Contract Data
- Form of guarantee
- Occupational Health and Safety Agreement
- Daywork Schedule
- Schedule of Price

A. CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING

This is to certify that (*Tenderer*)

of (*address*)

.....
was represented by the person(s) named below at the compulsory clarification meeting held for all Tenderers **Moretele Local Municipality, 4065 B, Mathibestad, Makapanstad 0404. (Refer to the Clarification Meeting Venue Plan in Section T1.1)**

I / We acknowledge that the purpose of the meeting was to acquaint myself / ourselves with the site of the works and / or matters incidental to doing the work specified in the tender documents in order for me / us to take account of everything necessary when compiling our rates and prices included in the tender.

Particulars of person attending the meeting:

Name: Signature:

Capacity:

Attendance of the above person at the meeting is confirmed by the Employer's agent, namely:

Name: Signature:

Capacity: Date and Time:

Municipal Stamp

B. RECORD OF ADDENDA TO TENDER DOCUMENTS

I / We confirm that the following communications received from the Employer or his representative before the date of submission of this tender offer, amending the tender documents, have been taken into account in this tender offer and are attached hereto.

ADDENDUM No.	DATE

Please attach all Addenda to this page

SIGNATURE:

DATE:

(Of person authorised to sign on behalf of the Tenderer)

C. CERTIFICATE OF AUTHORITY

The Tenderer must indicate the enterprise status by ticking the appropriate box hereunder.

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

The Tenderer must complete the relevant certificate/s set out hereafter or must provide a certificate authorising the signatory on behalf of the enterprise(s).

(I) CERTIFICATE FOR SOLE PROPRIETOR

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

Specimen Signature of Sole Owner:

Date:

(II) CERTIFICATE FOR CLOSE CORPORATION

I / We, the undersigned, being the key members in the business trading as.....
..... Hereby authorise Mr/Ms,
acting in the capacity of, to sign all documents in
connection with the tender for Contract No and any contract resulting
from it on our behalf.

Signatures of Members:

NAME	ADDRESS	SIGNATURE	DATE

Note: *This certificate is to be completed and signed by all of the key members upon whom rests the direction of the affairs of the Close Corporation as a whole.*

Specimen Signature of Signatory:

Date:

(III) CERTIFICATE FOR PARTNERSHIP

We, the undersigned, being the key partners in the business trading as

.....

hereby authorise Mr/Ms

acting in the capacity of..... , to sign all documents in connection with the

tender for Contract No.....and any contract resulting from it on

our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

Specimen Signature of Signatory:

Date:

(IV) CERTIFICATE FOR COMPANY

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

Signature of Chairman:

Specimen Signature of Signatory:

Date:

(V) CERTIFICATE FOR JOINT VENTURE

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize

Mr/Ms.....authorized signatory of the company ,.....

acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract No SCMU 14/2021

...and any contract resulting from it, on our behalf.

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

NAME OF FIRM	ADDRESS	AUTHORIZING SIGNATURE NAME AND CAPACITY
Lead Partner		

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

D. COMPULSORY ENTERPRISE QUESTIONNAIRE**PART 1: PARTICULARS AND RECORD OF SERVICE OF THE STATE**

The following particulars must be furnished:

Section 1: Name of enterprise:			
Section 2: VAT registration number:			
Section 3: CIDB registration number:			
Section 4: Particulars of sole proprietors and partners in partnerships			
Name*	Identity number*	Personal income tax number*	
* Complete only if sole proprietor or partnership, and attach separate page if more than three partners			
Section 5: Particulars of companies and close corporations			
Company registration number:			
Close corporation number:			
Tax reference number:			
Section 6: Record of service of the state			
Indicate, by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently serving or has served within the last 12 months as any of the following:			
<input type="checkbox"/> a member of any municipal council	<input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)		
<input type="checkbox"/> a member of any provincial legislature	<input type="checkbox"/> a member of an accounting authority of any national or provincial public entity		
<input type="checkbox"/> a member of the National Assembly or the National Council of Province	<input type="checkbox"/> an employee of Parliament or a provincial legislature		
<input type="checkbox"/> a member of the board of directors of any municipal entity			
<input type="checkbox"/> an official of any municipality or municipal entity			
If any of the above boxes are marked, disclose the following:			
Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder**	Name of institution, public office, board or organ of state served and position held**	Status of service (tick appropriate column)**	
		Current	Within last 12 months
** Attach additional pages if more space is required			

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

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

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

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

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

*** Attach additional pages if more space is required

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

- (i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- (ii) confirms that neither the name of the enterprise nor the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise, appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- (iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise, has within the last five years been convicted of fraud or corruption;
- (iv) confirms that I am not / we are not associated, linked or involved with any other tendering entities submitting tender offers and that I / we have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- (v) confirms that the information provided above in Sections 1 to 7 of Form C: Part 1 is within my personal knowledge and is to the best of my belief both true and correct.

Signed:

Date:

Name:

Position:

Enterprise name:

E. PLANT AND EQUIPMENT

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

- (a) **Details of major plant and equipment owned by me / us and immediately available for this contract:**

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

Attach additional pages if more space is required

- (b) **Details of major plant and equipment that will be hired or acquired for this contract if my / our tender is accepted:**

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

Attach additional pages if more space is required

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

SIGNATURE:

DATE:

(of person authorised to sign on behalf of the Tenderer)

F. EXPERIENCE OF TENDERER

The following is a statement of work of similar nature recently successfully executed by myself / ourselves:

EMPLOYER: CONTACT PERSON AND TELEPHONE NUMBER	CONSULTING ENGINEER: CONTACT PERSON AND TELEPHONE NUMBER	NATURE OF WORK	VALUE OF WORK (inclusive of VAT)	DATE COMPLETED OR EXPECTED TO BE COMPLETED

Attach additional pages if more space is required

SIGNATURE:

DATE:

(of person authorised to sign on behalf of the Tenderer)

I/We hereby notify you that it is my/our intention to employ the following subcontractors for work under this contract. If I/we am/are awarded a contract I/we agree that this notification does not change the requirement for me/us to submit the names of proposed subcontractors in accordance with the requirements of the contract for such appointments.

Acceptance of this tender shall not be construed as approval of all or any of the listed subcontractors. Should any of or all of the subcontractors not be approved subsequent to the acceptance of the tender, it shall in no way invalidate this tender, and the tendered unit rates for the various items of work shall remain final and binding, even in the event of a subcontractor not listed below being approved by the Employer.

[illegible]

SIGNATURE:

(of person authorised to sign on behalf of the Tenderer)

The Tenderer must insert in the spaces provided below a list of the key personnel to be employed in the construction of the Works together with a resumé of their experience with particular reference to the construction of similar Works.

DESIGNATION	NAMES	PROJECT TYPE	VALUE OF WORK	YEAR COMPLETED
Contract Manager. Proof of registration with BSc or BTech Eng, (Preferably a SACPCMP or PMP registered individual)				
Qualified Site Agent or Supervisor with a Valid Wireman Licence				
Qualified Foreman with a Trade Test Certificate.				
Safety / SHEQ Officer. Proof of Safety Health and Environmental Qualification and SACPCMP registration.				

SIGNATURE:
(of person authorised to sign on behalf of the Tenderer)

T29

CURRICULUM VITAE OF KEY PERSONNEL

[Curriculum Vitae of key personnel to be attached here]

Name:	Date of birth:
Profession:	Nationality:
Qualifications:	
Professional Registration Number (If applicable):	
Name of Employer (Enterprise):	
Current Position:	Number of Years with Enterprise:
<u>Employment Record:</u>	
<u>Experience Record Pertinent to Construction Industry:</u>	

J. CONTRACTOR'S HEALTH AND SAFETY DECLARATION

In terms of Clause 5(1)(h) of the OHSA 1993 Construction Regulations 2014 (referred to as "the Regulations" hereafter), a Contractor may only be appointed to perform construction work if the Employer is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHSA 1993 Construction Regulations 2014.

To that effect a person duly authorised by the Tenderer must complete and sign the declaration hereafter in detail.

Declaration by Tenderer

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHSA 1993 Construction Regulations 2014.
2. I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
3. I propose to achieve compliance with the Regulations by one of the following:
 - (a) From my own competent resources as detailed in 4(a) hereafter: ***Yes / No**
 - (b) From my own resources still to be appointed or trained until competency is achieved, as detailed in 4(b) hereafter: ***Yes / No**
 - (c) From outside sources by appointment of competent specialist subcontractors as detailed in 4(c) hereafter: ***Yes / No**

(* = delete whatever is not applicable)

4. Details of resources I propose:

Note: Competent resources shall include safety personnel such as the construction manager, construction health and safety officer and construction supervisor as defined in Regulation 8, and competent persons as defined in the OHSA 1993 Construction Regulations 2014, as applicable to this contract.

- (a) Details of the competent and qualified key persons from my company's own resources, who will form part of the contract team:

NAMES OF COMPETENT PERSONS	POSITIONS TO BE FILLED BY COMPETENT PERSONS

- (b) Details of training of persons from my company's own resources (or to be hired) who still have to be trained to achieve the necessary competency:

(i) By whom will training be provided?

(ii) When will training be undertaken?

(iii) List the positions to be filled by persons to be trained or hired:

.....

.....

- (c) Details of competent resources to be appointed as subcontractors if competent persons cannot be supplied from own company:

Name of proposed subcontractor:

Qualifications or details of competency of the subcontractor:

.....

.....

5. I hereby undertake, if my tender is accepted, to provide, before commencement of the works under the contract, a suitable, sufficiently documented and coherent site specific Health and Safety Plan in accordance with Regulation 7(1)(a) of the Construction Regulations, which plan shall be subject to approval by the Employer.
6. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Health and Safety Specifications as well as the OHSA 1993 Construction Regulations 2014 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Engineer, visitors, and officials and inspectors of the Department of Labour.
7. I hereby confirm that adequate provision has been made in my tendered rates and prices in the schedule of quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHSA 1993 Construction Regulations 2014, and that I will be liable for any penalties that may be applied in terms of the said Regulations (Regulation 33) for failure on the Contractor's part to comply with the provisions of the Act and the Regulations.
8. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2014 and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.

SIGNATURE:

DATE:

(of person authorised to sign on behalf of the Tenderer)

K. TENDERER'S BEE VERIFICATION CERTIFICATE

Notes to tenderer:

1. The tenderer shall attach to this form a valid original or original certified copy of the BBEE verification certificate issued by SANAS in accordance with the Construction Sector Codes of Practice promulgated in Gazette 32305 on 5 June 2009 subject to such certificate having been issued before 17 February 2016, alternatively submit the B-BBEE verification certificate issued in accordance with the revised Notice of Clarification published in Notice 444 of 2015 of Government Gazette No.38799 on 15 May 2015 by the Department of Trade and Industry.
2. A Sworn Affidavit signed and stamped by commissioner of oath
3. In the event of a joint venture (JV), a consolidated B-BBEE verification certificate in the name of the JV shall be attached.
4. The attached verification certificate and the associated assessment report shall identify:
 - a. The name and domicilium citandi et executandi of the tenderer.
 - b. The registration and VAT number of the tenderer.
 - c. The dates of granting of the B-BBEE score and the period of validity.
 - d. The expiry date of the verification certificate.
 - e. A unique identification number.
 - f. The standard and/or normative document, including the issue and/or revision used to evaluate the tenderer.
 - g. The name and/or mark/logo of the B-BBEE verification agency or registered auditor.
 - h. The category (Generic, QSE, Exempt) in which the tenderer has been measured.
 - i. The B-BBEE status level.
 - j. The South African National Accreditation System (SANAS) or Independent Regulatory Board of Auditors (IRBA) logo on the verification certificate once verification agencies have been accredited.
 - k. The B-BBEE procurement recognition level.
 - l. The score achieved per B-BBEE element.
 - m. The % black shareholding.
 - n. The % black women shareholding.
 - o. The % black persons with disabilities
 - p. The value added status of the tenderer.
5. The Employer will not be responsible to acquire data that it needs for its own reporting systems and which may not form part of a verification agency's standard certificate format

The tenderer, at its own cost, must acquire any missing specified data listed in 3 above from its selected verification agency or registered auditor and have it recorded on the certificate. Alternatively, such missing data must be supplied separately, but certified as correct by the same verification agency or registered auditor and also attached to this form. Failure to abide by this requirement will result in such tenderer scoring zero preference.

L. SCHEDULE OF ALTERNATIVE TENDERS

An alternative offer or design will be considered only if the tender for the original items has been fully priced and completed.

Such alternative offers shall be described, measured and priced in sufficient detail to enable the Employer to evaluate the alternative. The Tenderer shall set out the proposal clearly hereunder or alternatively on photocopies of the original tender documentation which shall be attached to this page.

SECTION	PAGE	ALTERNATIVE OFFER, INCLUDING REFERENCE CLAUSE OR ITEM NUMBER

SIGNATURE:

DATE:

(of person authorised to sign on behalf of the Tenderer)

M. TENDERER'S PARTICIPATION IN JOB CREATION USING LOCAL LABOUR

The Contractor shall be required to participate in job creation (employment of local labour) by executing various portions of the Works using local labour, recruited through a process as agreed with Moretele Local Municipality Project Manager, from within the local community of Mavele in the vicinity of the project.

The creation of one job shall mean the employment, for any period of time, of one unskilled labourer from the local community who is a South African Citizen with his/her own unique South African identity document. Proof of citizenship may be audited during the contract period.

The Tenderer shall note the requirements for Job Creation Reporting for EPWP as set out by Government. Requirements of the Expanded Public Works Programme (EPWP) of the project specifications.

The minimum number of jobs to be created using local unskilled labour shall be as set out in the table below.

In order for an offer to be considered responsive, the Tenderer shall complete the table below by indicating the minimum number of jobs that he/she intends to create in terms of job creation participation during the contract period, and this number shall not be less than the minimum stated in the table.

TENDERER'S DECLARATION WITH RESPECT TO PARTICIPATION IN JOB CREATION USING LOCAL LABOUR:

I/We hereby tender to participate in job creation through the employment of local labour by creating the following number of jobs using unskilled labour recruited from the local community:

Labour category	Minimum number of jobs to be created	Tenderer's number of jobs to be created
Unskilled labour	5	

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the Tenderer, confirms that he/she understands the conditions for such participation and confirms that the tender satisfies the conditions for participation in job creation through the employment of local labour.

Name:

Duly authorized to sign on behalf of:

SIGNATURE:

DATE:

(Of person authorised to sign on behalf of the Tenderer)

N. TENDERER’S BANKING DETAILS

The tenderer shall attach to this form a letter from the bank at which he declares he conducts his account. The contents of the bank’s letter shall include the information requested in (a) to (e) below, and shall in addition state the credit rating that the bank accords the tenderer for the business envisaged by this tender. Failure to provide the required letter with the tender submission may render the tenderer’s offer unresponsive in terms of subclause F.3.8 of the Conditions of Tender.

In addition to attaching the aforementioned letter from the bank, the tenderer shall also on this Form N complete the banking details required in (a) to (e) below.

In the event that the tenderer is a joint venture enterprise, details for all the members of the joint venture shall similarly be provided and attached to this Form N.

- (a) Name of account holder:
- (b) Account number:
- (c) Bank name:
- (d) Branch number:
- (e) Bank rating (include confirmation from bank or financial institution):
- (f) Bank and branch contact details:
.....
.....
.....
.....

SIGNATURE:

DATE:

(of person authorised to sign on behalf of the Tenderer)

O. MUNICIPAL ACCOUNT FOR THE BUSINESS AND DIRECTOR (S) NOT OWING FOR MORE THAN 90 DAYS OR MUNICIPAL ACCOUNT OF FROM PRIVATE PROVIDER OR STATEMENT OF ACCOUNT FROM THE LANDLORDS WITH VALID LEASE AGREEMENT

Submit the following:

Up to date Municipal Account not older than three (3) months and not over three (3) months in arrears for the Entity / Proof that acknowledgements or arrangements have been made to settle arrears / Affidavit stating why an up-to-date municipal account cannot be submitted/ statement of account from the landlords with valid lease agreement.

Up to date Municipal Account not older than three (3) months and not over three (3) months in arrears for the Director (s) or Member (s) / Proof that acknowledgements or arrangements have been made to settle arrears / Affidavit stating why an up-to-date municipal account cannot be submitted/ statement of account from the landlords with valid lease agreement.

P. CONTRACTOR'S CERTIFICATE OF REGISTRATION WITH CIDB

Attached hereto is my/ our Contractor's Certificate of Registration with CIDB. My failure to submit the certificate with my/our tender document will lead to the conclusion that I am/we are not registered with the CIDB and therefore not eligible to tender.

Q. PROOF OF REGISTRATION OF THE BIDDER

- Natural persons - certified copy of ID document/ passport
- Partnership - copy of Partnership Agreement plus IDs of all partners
- Company- certified CM29
- Company - certified CM29 and certified copy of ID document/ passport
- Close Corporation- Certified copy of CK1 and/or CK2C and certified copy of ID document/ passport
- Trust- letter of appointment from the Master of the High Court of SA and deed of trust
- JV/Consortium- JV/Consortium Agreement plus CIPC and/or certified copies of ID documents of all JV/Consortium partners

R. CSD SUMMARY REPORT

(Important note to Tenderer: Proof of Central Supplier Data Base registration (CSD) valid (not older than one month) on tender closing date must be inserted here)

S. LETTER OF GOOD STANDING WITH THE COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES

(Important note to Tenderer: Certificates of good standing with the Compensation Commissioner must be inserted here)

T. MBD 2: TAX CLEARANCE CERTIFICATE REQUIREMENTS

The Tenderer is to attach a Tax Clearance Certificate or a Valid Tax Compliant Verification PIN number issued by SARS issued by the South African Revenue Services (SARS) to this page.

BIDDER'S TAX OBLIGATION

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

1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders/individuals who wish to submit bids.

2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.

3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.

4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.

5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.

6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

U. MBD 4: DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
- 3 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

3.1 Full Name of bidder or his or her representative:.....

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, hareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state? YES / NO

3.8.1 If yes, furnish particulars.

.....

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

(a) a member of –

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

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

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

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

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

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

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

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

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

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

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

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

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

3.

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

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

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

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

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

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

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Name of Bidder

.....
Capacity of signatory

V. MBD5: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)

For all procurement expected to exceed R10 million (VAT included), bidders must complete the following questionnaire:

1. Are you by law required to prepare annual financial statements for auditing?

YES/NO

If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....
.....

2. Do you have any outstanding undisputed commitments for Municipal services towards a municipality or any other service provider in respect of which payment is overdue for more than 30 days?

YES / NO

- 2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.

- 2.2 If yes, provider particulars.

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

3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

YES / NO

- 3.1 If yes, furnish particulars

.....
.....

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

YES / NO

- 4.1 If yes, furnish the particulars

.....
.....

SIGNATURE:

DATE:

(of person authorised to sign on behalf of the Tenderer)

W. MBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

1.2

a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

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

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

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

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

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

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

5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contributor: = (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(***Tick applicable box***)

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

- 7.1.1 If yes, indicate:

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

(***Tick applicable box***)

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

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

- 8.1 Name of company/firm:.....
- 8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

☐ Partnership/Joint Venture / Consortium

☐ One person business/sole propriety

☐ Close corporation

☐ Company

☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

☐ Manufacturer

☐ Supplier

☐ Professional service provider

☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

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

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

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

or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

- (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

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

DATE:

ADDRESS

.....

.....

X. MBD 6.2: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

1. General Conditions

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

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

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

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

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

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

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
Transformers	≥ 100%

Electrification Hardware

≥ 100%

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

(***Tick applicable box***)

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

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

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

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

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

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

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

.....
 NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thedti.gov.za/industrialdevelopment/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

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

SIGNATURE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Y. MBD 7.2: CONTRACT FORM - RENDERING OF SERVICES

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

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to Moretele Local Municipality in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number SCMU 14/2021 at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .
2. 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);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - 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)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

DATE:

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as accept your bid under reference numberdated..... for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	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 ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

--

WITNESSES

1

2

DATE:

Z. MBD 8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)
 CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

AA. MBD9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Standard Bidding Document (MBD) must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying tender:

.....
(Tender Number and Description)

in response to the invitation for the tender made by:

Moretele 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 Tenderer)

<p>I have read and I understand the contents of this Certificate; I understand that the accompanying tender will be disqualified if this Certificate is found not to be true and complete in every respect; I am authorized by the tenderer to sign this Certificate, and to submit the accompanying tender, on behalf of the tenderer; Each person whose signature appears on the accompanying tender has been authorized by the tenderer to determine the terms of and to sign the tender, on behalf of the tenderer.</p> <p>For the purposes of this Certificate and the accompanying tender, I understand that the word "competitor" shall include any individual or organization, other than the tenderer, whether or not affiliated with the tenderer, who:</p> <p>(a) has been requested to submit a tender in response to this tender invitation; (b) could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and</p>

- (c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer.

The tenderer has arrived at the accompanying tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium will not be construed as collusive tendering.

In particular, without limiting the generality of the preceding paragraphs above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- (a) prices;
- (b) geographical area where the products or services will be rendered (market allocation);
- (c) methods, factors or formulas used to calculate prices;
- (d) the intention or decision to submit or not submit a tender;
- (e) the submission of a tender which does not meet the specifications and conditions of the tender;
- or
- (f) tendering with the intention not to win the tender.

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 tender invitation relates.

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

I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and/or such tenderers 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

.....
Full name of signatory

.....
Capacity of signatory

CONTRACT

C1: AGREEMENTS AND CONTRACT DATA

C2: PRICING DATA

C3: SCOPE OF WORK

C4: SITE INFORMATION

CONTRACT

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C1: AGREEMENTS AND CONTRACT DATA

C1.1 FORM OF OFFER AND ACCEPTANCE

A. OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

Tender No. MLM/MAINT/HML/2023/24-26: MAINTENANCE OF HIGH MAST LIGHTS IN VARIOUS WARDS

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

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

The offered total of the prices inclusive of Value Added Tax is:

Amount in Words.....
.....
.....

R..... (in figures)

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

Signature: (of person authorised to sign the tender):

Name: (of signatory in capitals):

Capacity: (of Signatory):

Name of Tenderer: (organisation):

Address:
.....

Telephone number: Fax number:

Witness:

Signature:

Name: (in capitals):

Date:

[Failure of a Tenderer to sign this form will invalidate the tender]

B. ACCEPTANCE

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

The terms of the contract are contained in

- Part 1 Agreements and Contract Data (which includes this Agreement)
- Part 2 Pricing Data, including the Schedule of Quantities
- Part 3 Scope of Work
- Part 4 Site Information

and the schedules, forms, drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

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

The Tenderer shall deliver the Guarantee in terms of Clause 6.2.1 of the General Conditions of Contract 2015 within the period stated in the Contract Data, and he shall, immediately after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any other bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data, within 14 days of the date on which this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

Signature:

Name: (*in capitals*).....

Capacity:

Name of Employer (*organisation*)

Address:

.....

Witness: Signature: **Name:**

Date:

C. SCHEDULE OF DEVIATIONS

The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Tender Data and the Conditions of Tender.

A Tenderer's covering letter will not necessarily be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreement reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.

Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.

Any change or addition to the tender documents arising from the above agreement and recorded here shall also be incorporated into the final draft of the Contract.

1. **Subject:**
Details:
.....
2. **Subject:**
Details:
.....
3. **Subject:**
Details:
.....
4. **Subject:**
Details:
.....
5. **Subject:**
Details:
.....
6. **Subject:**
Details:
.....

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

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

FOR THE TENDERER:

Signature:

Name:

Capacity:

Tenderer: *(Name and address of organisation)*

Witness:

Signature:

Name:

Date:

FOR THE EMPLOYER:

Signature:

Name:

Capacity:

Employer: *(Name and address of organisation)*

Witness:

Signature:

Name:

Date:

CONFIRMATION OF RECEIPT

The Tenderer, (now Contractor), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today:

the.....(day)

of (month)

20..... (year)

at (place)

FOR THE CONTRACTOR:

Signature:

Name:

Capacity:

SIGNATURE AND NAME OF WITNESS:

Signature:

Name:

C1.2: CONTRACT DATA

C1.2.1: CONDITIONS OF CONTRACT

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C1.2.1 CONDITIONS OF CONTRACT**C1.2.1.1 GENERAL CONDITIONS OF CONTRACT**

This Contract will be based on the "General Conditions of Contract for Construction Works, Third Edition, 2015", issued by the South African Institution of Civil Engineering (abbreviated title: "GCC 2015").

It is agreed that the only variations from the GCC 2015 are those set out hereafter under "C1.2.1.2 SPECIAL CONDITIONS OF CONTRACT".

C1.2.1.2 SPECIAL CONDITIONS OF CONTRACT**C1.2.1.2.1 GENERAL**

These Special Conditions of Contract (SCC) form an integral part of the Contract. The Special Conditions of Contract shall amplify, modify or supersede, as the case may be, the GCC 2015 to the extent specified below, and shall take precedence and shall govern.

The clauses of the Special Conditions of Contract hereafter are numbered "SCC" followed in each case by the number of the applicable clause or subclause in the GCC 2015, and the applicable heading, or (where a new special condition that has no relation to the existing clauses is introduced) by a number that follows after the last clause number in the GCC 2015, and an appropriate heading.

C1.2.1.2.2 AMENDMENTS TO THE GCC 2015**SCC 1.1 Definitions**

Add the following to the end of subclause 1.1:

"1.1.1.35 "Target Enterprise" means an enterprise as defined in Part E: Small Contractor Development of section C3.3 Particular Specifications in Part C3: Scope of works."

SCC 4.1.1 Extent of Contractor's obligations

Add the following new paragraph to the end of subclause 4.1.1:

"If the contractor fails to achieve the monetary value of the target set by the Employer for contract participation by Targeted Enterprise in terms of Part E: Small Contractor Development of Section C3.3 Particular Specifications in Part C3: Scope of Works, the Contractor shall be liable to the employer for a sum calculated in accordance with the Contract Data and the aforementioned Scope of Works as a penalty for such underachievement."

SCC 6.8.2 Application of Contract Price Adjustment Factor

Add the following to the end of subclause 6.8.2:

“Referring to the “CONTRACT PRICE ADJUSTMENT SCHEDULE” on page 72 of the GCC 2015, delete the four consecutive paragraphs describing the symbols “L”, “P”, “M” and “F” respectively, and replace them with the following:

“L” is the “Labour Index” and shall be the Consumer Price Index for the province and applicable area as stated in the Contract Data, and as published in Table 14 of the “Additional tables” of the Statistical release P0141 of Statistics South Africa.

“P” is the “Plant Index” and shall be the Producer Price Index for “Plant or similar” as published in Table 4 of the Statistical release P0151 of Statistics South Africa.

“M” is the “Materials Index” and shall be the Producer Price Index for “Electrical material or similar ” industry as published in Table 3 of the Statistical release P0151 of Statistics South Africa.

“F” is the “Fuel Index” and shall be the Producer Price Index for “Diesel fuel” as published in Table 4 of the Statistical release P0151 of Statistics South Africa.”

C1.2.2: CONTRACT DATA (Applicable to this contract)**PART A: DATA PROVIDED BY THE EMPLOYER****CONDITIONS OF CONTRACT**

The General Conditions of Contract for Construction Works, Third Edition (2015) published by the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685, is applicable to this Contract and is obtainable from www.saice.org.za.

CONTRACT SPECIFIC DATA

The following contract specific data, referring to the General Conditions of Contract for Construction Works, Third Edition (2015) are applicable to this Contract:

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
1.	GENERAL
Clause 1.1.1.13:	The Defects Liability Period is 12 months.
Clause 1.1.1.14:	The time for achieving Practical Completion is <u>6 months</u> from the Commencement Date, including non-working days and special non-working days.
Clause 1.1.1.15:	Name of Employer: Moretele Local Municipality represented by Municipal Manager.
Clause 1.2.1.2:	Address of Employer: Moretele Local Municipality 4065 B, Mathibestad, Makapanstad Private Bag X 01020 Moretele 0404
Clause 1.1.1.26	The Pricing Strategy is Re-measurement Contract
4.	CONTRACTOR'S GENERAL OBLIGATIONS
Clause 4.1.1 as modified by SCC 4.1.1	The penalty for failing to achieve the monetary value of the target set by the Employer for contract participation by Targeted Enterprise in terms of Part E: Small Contractor Development of section C3.3 Particular Specifications in Part C3: Scope of Works, is 10% of the monetary value by which the achieved monetary value falls short of the target monetary value.
Clause 5.13.1	
5.	TIME AND RELATED MATTERS
Clause 5.3.1:	The Contractor shall commence executing the Works within 28 days of the Commencement Date. The documents required before commencement with Works execution are: <ul style="list-style-type: none"> • Health and Safety Plan (Refer to Clause 4.3) • Initial Programme (Refer to Clause 5.6) • Security (Refer to Clause 6.2) • Insurance (Refer to Clause 8.6) • Form C1.4 'Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993' to be signed by the Contractor and the Employer (refer to Clause 4.3 of the GCC 2015 and to paragraph E9. Contractor's Responsibilities in Part E of C3.3 Particular Specifications in the project specifications).
Clause 5.3.2:	The abovementioned documentation required before commencement with Works execution is to be submitted within <u>14 days</u> of the Commencement Date.

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
Clause 5.8.1	<p>The non-working days are Sundays.</p> <p>The special non-working days are the construction industry year end break and the following statutory public holidays as declared by National Government:</p> <p>New Year's Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Workers' Day, Youth Day, National Women's Day, Heritage Day, Day of Reconciliation, Christmas Day and the Day of Goodwill.</p> <p>The construction industry year end break commences on the first working day after 15 December and ends on the first working day after 5 January of the following year.</p>
Clause 5.13.1:	The penalty for failing to complete the Works is 0,05% of the total Tender Sum per day, up to a maximum limit of twenty-five thousand rand per day.
Clause 5.16.3:	The latent defects period is 5 years.
6.	PAYMENT AND RELATED MATTERS
Clause 6.2.1:	<p>The security to be provided by the Contractor shall be:</p> <p>Performance guarantee of 8% of the first One Million Rand plus 3.5% of the balance of the Accepted Contract Price.</p>
Clause 6.5.1.2.3:	The percentage allowance to cover overhead charges is 15%.
Clause 6.8.2:	<p>The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values:</p> <p>The values of the coefficients for calculating the Contract Price Adjustment Factor are:</p> <ul style="list-style-type: none"> • a = 0.20 • b = 0.35 • c = 0.35 • d = 0.10 <p>The "Consumer Price Index" will be as for the province of North West for the area of Moretele.</p> <p>The base month is the month prior to the month in which the closing date for the tender falls.</p>
Clause 6.8.3:	Price adjustments for variations in the costs of special materials are allowed.
Clause 6.10.1.5:	<p>The percentage advance on materials not yet built into the Permanent Works is 80%.</p> <p>The percentage advance on Plant not yet supplied to Site is 0%.</p>
Clause 6.10.3:	<p>The percentage retention on the amounts due to the Contractor is 10%.</p> <p>The limit of retention money is 5% of the first One Million Rand plus 1.6% of the remaining amount of the tender offer excluding contract price adjustment, contingencies and VAT.</p> <p>A Retention Money Guarantee is permitted.</p>
8.	RISKS AND RELATED MATTERS

Clause 8.6.1.1.2:	The value of materials supplied by the Employer to be included in the insurance sum is <u>nil</u> .
Clause 8.6.1.1.3:	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is <u>R100 000.00 (one hundred thousand Rands only)</u> .
Clause 8.6.1.2:	Special Risks Insurance issued by SASRIA is required.
Clause 8.6.1.3:	The limit of indemnity for liability insurance is <u>R10 000 000,00 (ten million Rands only)</u> for any single liability claim. Liability insurance shall include spread of fire risk.
10.	CLAIMS AND DISPUTES
Clause 10.4.2, 10.7.1:	Failing Amicable Settlement, unresolved Disputes shall be referred to Arbitration.
E1003 Refer to Part C3: Scope of Works, section C3.3 Particular Specifications, Part E: Small Contractor Development	<p>CONTRACT PARTICIPATION</p> <p>Requirements in terms of Reconstruction Development Programme.</p> <p>Target Values In this contract the minimum target value shall be as follows:</p> <ul style="list-style-type: none"> • Labour Maximisation: 10% • ABE Support: 25% • HID Supervisory staff: 10% • <p>The penalties for not reaching required target values will be calculated at 20% of the difference between the set target values and the actual target values achieved by the contractor at the completion of the works.</p> <p>No bonuses for achieving the set target values are applicable.</p>

C1.2.2: CONTRACT DATA (Applicable to this contract)**PART B: DATA PROVIDED BY THE CONTRACTOR**

The following contract specific data are applicable to this contract.

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE CONTRACTOR									
1.	GENERAL									
Clause 1.1.1.9:	Name of the Contractor:									
									
Clause 1.2.1.2:	The contractor's address for receipt of communication is:									
									
									
									
	Telephone:									
	eMail:									
Clause 37.2.2.3	The percentage allowance to cover all charges for the contractor's and subcontractor's profits, timekeeping clerical work, insurance, establishment, superintendence and the use of hand tools is%									
Clause 6.5.1.2.3	The percentage allowance on the net cost of materials actually used in the completed work is%									
6.	PAYMENT AND RELATED MATTERS									
Clause 6.8.3:	<p>The Tenderer shall complete Table 1 below with respect to each of the special materials listed. This information shall be used to calculate the variation in cost of the special materials.</p> <p>The rates and prices for the special materials shall be furnished by the Tenderer, which rates and prices shall not include VAT but shall include all other obligatory taxes and levies. The quoted price to be provided by the Tenderer is the ruling price on the first of the month prior to the month in which the closing date for the Tender falls.</p> <p>Table 1</p> <table border="1"> <thead> <tr> <th>SPECIAL MATERIALS</th><th>UNIT*</th><th>RATE OR PRICE FOR THE BASE MONTH</th></tr> </thead> <tbody> <tr> <td>High Mast Structure</td><td>each</td><td>.....</td></tr> <tr> <td>LED Luminaire</td><td>each</td><td>.....</td></tr> </tbody> </table> <p>* Indicate whether the material shall be delivered in bulk or in containers.</p> <p>When called upon to do so, the Contractor shall substantiate the above rates or prices with acceptable documentary evidence.</p> <p>Signed on behalf of Tenderer:</p>	SPECIAL MATERIALS	UNIT*	RATE OR PRICE FOR THE BASE MONTH	High Mast Structure	each	LED Luminaire	each
SPECIAL MATERIALS	UNIT*	RATE OR PRICE FOR THE BASE MONTH								
High Mast Structure	each								
LED Luminaire	each								

Clause 6.2.1:	Type of security	Contractor's choice (Indicate "Yes" or "No")
The security to be provided by the Contractor shall be one of the following:	Cash deposit of 10 % of the Contract Sum.	
	Fixed Performance Guarantee of 10 % of the Contract Sum.	
	Retention of 10% of the value of the Works.	
	Cash deposit of 5% of the Contract Sum plus retention of 5% of the value of the Works.	
	Fixed Performance guarantee of 5% of the Contract Sum plus retention of 5% of the value of the Works.	

C1.3: PERFORMANCE GUARANTEE

PRO FORMA

PERFORMANCE GUARANTEE

For use with the General Conditions of Contract for Construction Works, Third Edition, 2015.

GUARANTOR DETAILS AND DEFINITIONS

“Guarantor” means:

Physical address:

“Employer” means:

“Contractor” means:

“Employer’s Agent” means:

“Works” means:

“Site” means:

“Contract” means: The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.

“Contract Sum” means: The accepted amount inclusive of tax of R

Amount in words:

“Guaranteed Sum” means: The maximum aggregate amount of R

Amount in words:

“Expiry Date” means:

CONTRACT DETAILS

Employer’s Agent issues: Interim Payment Certificates, Final Payment Certificate and the Certificate of Completion of the Works as defined in the Contract.

PERFORMANCE GUARANTEE

1. The Guarantor’s liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor’s period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Employer’s Agent of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Employer’s Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;

-
- 3.2 its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
- 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
- 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
- 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
- 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
- 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
- 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
-

-
13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
14. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

C1.4: AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF 1993

THIS AGREEMENT is made between Moretele Local Municipality represented by The Acting Municipal Manager

(hereinafter called the EMPLOYER) of the one part, herein represented by:

.....
in his capacity as:

AND:

(hereinafter called the CONTRACTOR) of the other part, herein represented by

.....
in his capacity as:

duly authorised to sign on behalf of the Contractor.

WHEREAS the CONTRACTOR is the Mandatary of the EMPLOYER in consequence of an agreement between the CONTRACTOR and the EMPLOYER in respect of:

Tender No. MLM/MAINT/HML/2023/24-26: MAINTENANCE OF HIGH MAST LIGHTS IN VARIOUS WARDS

for the construction, completion and maintenance of the works;

AND WHEREAS the EMPLOYER and the CONTRACTOR have agreed to enter into an agreement in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993, as amended by OHS Act Amendment Act No 181/1993 (hereinafter referred to as the ACT);

NOW THEREFORE the parties agree as follows:

1. The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the CONTRACTOR expressly absolves the EMPLOYER and the EMPLOYER'S AGENT from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.
4. The CONTRACTOR agrees that any duly authorised officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps the EMPLOYER may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.

-
5. 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 in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Thus signed at for and on behalf of the **CONTRACTOR**

on this the day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

Thus signed at for and on behalf of the **EMPLOYER** on this

the day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

C1.5: RETENTION MONEY GUARANTEE

PRO FORMA

RETENTION MONEY GUARANTEE

THE MUNICIPAL MANAGER
MORETELE LOCAL MUNICIPALITY
PRIVATE BAG X01020
MORETELE
0404

Tender No. _____ FOR _____

ISSUED TO: the **Moretele Local Municipality**, represented by **The Municipal Manager** (Hereinafter referred to as "the Employer")

ON BEHALF OF:.....(Hereinafter referred to as "the Contractor")

In connection with

Tender No......(Hereinafter referred to as "the Contract")

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

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

1. Each demand by the Employer shall be in writing signed by the Employer and delivered to us at

.....
or such other address as we shall in writing notify to the Employer and shall be accompanied by a certificate complying with Clause 2, signed by the Employer's Agent in office as such in terms of the Contract.

2. The Employer's Agent's certificate referred to in Clause 1 shall certify

- (a) that he is the Employer's Agent in office as such in terms of the Contract,
- (b) that the Contractor is in breach of his obligations under the Contract, and
- (c) that the amount demanded, which amount the certificate shall specify,

- (i) does not exceed the amount of retention monies which, but for this guarantee, would have been retained by the Employer in terms of the Contract at the date of the certificate, less the aggregate of the amounts of retention money actually retained by the Employer and the amounts previously paid by us to the Employer in terms hereof, and

- (ii) does not exceed a genuine estimate of the cost to the Employer of having the breach referred to in paragraph (b) remedied less the aggregate of any amounts withheld by the Employer from payments due the Contractor in terms of the Contract by reason of the breach referred to, and any amount in retention money actually held by the Employer save to the extent that the same had been deducted from any previous demand in terms hereof.

3. We shall within 28 days after our receipt of a demand complying with the provisions of Clauses 1 and 2 make payment to the Employer of the amount demanded at such other address as the Employer shall in writing notify us.

4. Subject to compliance with the provisions thereof, our liability to make the payments herein referred to

shall be unconditional and shall not be affected nor diminished by any disputes, claims or counterclaims between the Employer and the Contractor.

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

Signed in the presence of the subscribing witnesses:

At for and on behalf of

on this day of

Signature:

Capacity:

Address:

As Witnesses:

1. Name in Block Letters ...
2. Name in Block Letters

C1.6: TRANSFER OF RIGHTS

TRANSFER OF RIGHTS AND INDEMNITY

(To be completed during construction by successful Tenderer only)

Claim for materials on site, Payment Certificate No. Date:

Tender No: For (contract title)

I, the undersigned (name of signatory) in my capacity as

..... of (name of Contractor)

duly authorised hereto on behalf of the Contractor hereby transfer, cede and assign all the Contractor's rights, title and interest in and to the materials and goods, for which evidence of bona fide ownership is attached hereto, unto and in favour of (name of Employer)

Insofar as the Contractor retains actual control of the materials and goods, the right of ownership thereof passes to the Employer by *constitutum possessorium*.

I herewith indemnify the Employer against any claim to and in respect of said materials by reason of the Contractor's sequestration or liquidation or of any defect in the Contractor's title to the materials and agree that no payment for materials on site will be made by the Employer until such time as I have submitted documentary proof of bona fide ownership of the said materials and goods.

This transfer shall become effective upon conclusion of the Contractor receiving payment from the Employer or from any other person on behalf of the Employer for the materials and goods as Materials on Site, payment of retention money thereon excluded.

I further confirm that I am fully responsible for all materials and goods listed under this Transfer of Rights and that they have been insured adequately against all risks and will remain insured until they are built into or used in the permanent works and taken over by the Employer.

This certificate of Transfer of Rights applies only to the materials and goods as listed in the following table.

DESCRIPTION OF ITEM	UNIT	QUANTITY	RATE	AMOUNT	SUPPLIER
TOTAL VALUE OF MATERIALS AND GOODS					

Signed by: **Date:**
for and on behalf of the Contractor.

Witnessed by: **Date:**

NOTE: This form, together with the documentary proof of ownership or proof of payment by the Contractor to the supplier, shall accompany the Contractor's claim for payment for materials on site in terms of Clause 6.10.1.5 of the General Conditions of Contract 2015.

C2: PRICING DATA

C2.1 PRICING INSTRUCTIONS

1. GENERAL

The Schedule of Quantities forms part of the Contract Documents and must be read and priced in conjunction with all the other documents comprising the Contract Documents, which include the Conditions of Tender, Conditions of Contract, the Specifications (including the Project Specifications) and the Drawings.

2. DESCRIPTION OF ITEMS IN THE SCHEDULE

The Schedule of Quantities has been drawn up generally in accordance with the relevant provisions of the Standard Specifications.

The short descriptions of the items in the Schedule of Quantities are for identification purposes only and the measurement and payment clause of the Standard Specifications and the Particular Specifications, read together with the relevant clauses of the amendments and additions contained in the Project Specifications and directives on the drawings, set out what ancillary or associated work and activities are included in the rates for the operations specified.

For the purposes of this Schedule of Quantities, the following words shall have the meanings hereby assigned to them:

Unit: The unit of measurement for each item of work as defined in the specifications.

Quantity: The number of units of work for each item.

Rate: The payment per unit of measurement at which the Tenderer tenders to do the work.

Amount: The product of the quantity and the rate tendered for an item.

Lump Sum: An amount tendered for an item, the extent of which is described in the Schedule of Quantities, the specifications or elsewhere but the quantity of work of which is not measured in any units.

3. QUANTITIES REFLECTED IN THE SCHEDULE

The quantities given in the Schedule of Quantities are estimates only, and are subject to re-measure during the execution of the work. The quantities finally accepted and certified for payment, and not the quantities given in the Schedule of Quantities, shall be used to determine payments to the Contractor. The Contractor shall obtain the Employer's Agent's detailed instructions for all work before ordering any materials or executing work or making arrangements for it. The quantities of material or work stated in the Schedule of Quantities shall not be regarded as authorisation for the Contractor to order material or to execute work.

The Works as finally completed in accordance with the Contract shall be measured and paid for as specified in the Schedule of Quantities and in accordance with the General and Special Conditions of Contract, the Project Specifications and the Drawings. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste. The validity of the contract will in no way be affected by differences between the quantities in the Schedule of Quantities and the quantities finally certified for payment.

4. PROVISIONAL SUMS

Where Provisional sums or Prime Cost sums are provided for items in the Schedule of Quantities, payment for the work done under such items will be made in accordance with Clause 6.6 of the General Conditions of Contract 2015. 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 by the Employer in the "Amount" column of the Schedule of Quantities and in the Summary of the Schedule of Quantities unless ordered or authorised in writing by the Employer before closure of tenders. Any unauthorised changes made by the Tenderer to provisional items in the schedule, or to the provisional percentages and sums in the Summary of the Schedule of Quantities, will be treated as arithmetical errors.

5. PRICING OF THE SCHEDULE OF QUANTITIES

The prices and rates to be inserted by the Tenderer in the Schedule of Quantities shall be the full inclusive prices to be paid by the Employer for the work described under the several items, and shall include full compensation for all costs and expenses that may be required in and for the completion and maintenance during the defects liability period of all the work described and as shown on the drawings as well as all overheads, profits, incidentals and the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Tender is based.

Each item shall be priced and extended to the "Amount" column by the Tenderer, with the exception of the items for which only rates are required, or items which already have Prime Cost or Provisional Sums affixed thereto. If the Tenderer omits to price any items in the Schedule of Quantities, then these items will be considered to have a nil rate or price.

All items for which terminology such as "inclusive" or "not applicable" have been added by the Tenderer will be regarded as having a nil rate which shall be valid irrespective of any change in quantities during the execution of the Contract.

Should the Tenderer group a number of items together and tender one lump sum for such group of items, this single lump sum shall apply to that group of items and not to each individual item.

The tendered lump sums and rates shall be valid irrespective of any change in the quantities during the execution of the contract.

The Tenderer shall fill in rates for all items where the words "rate only" appear in the "Amount" column. "Rate Only" items have been included where:

- (a) an alternative item or material is contemplated;
- (b) variations of specified components in the make-up of a pay item may be expected; and
- (c) no work under the item is foreseen at tender stage but the possibility that such work may be required is not excluded.

For "Rate Only" items, no quantities are given in the "Quantity" column but the quoted rate shall apply in the event of work under this item being required. The Tenderer shall, however, note that in terms of the Tender Data the Tenderer may be asked to reconsider any such rates which the Employer may regard as unbalanced.

Reasonable compensation will be received where no payment item appears in respect of work required in terms of the Contract which is not covered in any other pay item.

All rates and amounts quoted in the Schedule of Quantities shall be in Rands and cents and shall include all levies and taxes (other than VAT). VAT will be added in the summary of the Schedule of Quantities. Note that fractions of a cent in all rates shall be discounted.

6. CORRECTION OF ENTRIES

Incorrect entries shall not be erased or obliterated with correction fluid but must be crossed out neatly. The correct figures must be entered above or adjacent to the deleted entry, and the alteration must be initialled by the Tenderer.

7. INTERIM PAYMENTS

Unless otherwise specified, progress payments in Interim Certificates, referred to in Clause 6.10 of the General Conditions of Contract 2015, in respect of "sum" items in the Schedule of Quantities shall be by means of interim progress instalments assessed by the Employer's Agent and based on the measure in which the work actually carried out relates to the extent of the work to be done by the Contractor.

Notwithstanding any custom to the contrary, the work as executed will be measured for payment in accordance with the methods described in the contract documents under the various items of payment.

Attention is directed to the provisions of Clause 1220 of the Standard Specifications regarding the measurement of quantities for payment. Except where specified otherwise than in Clause 1220, the nett measurements or mass of the finished work in place shall be taken for payment, but any quantity of work in excess of that prescribed shall be excluded.

8. UNITS OF MEASUREMENT

The units of measurement described in the Schedule of Quantities are metric units. The following abbreviations are used in the Schedule of Quantities:

mm	= millimetre	m ³ -km	= cubic metre-kilometre	Prov sum	= provisional sum
m	= metre	l	= litre	kPa	= kilopascal
km	= kilometre	kl	= kilolitre	MPa	= megapascal
km-pass	= kilometre-pass	kg	= kilogram	MN	= meganewton
m ²	= square metre	t	= ton (1 000 kg)	t-km	= ton-kilometre
m ² -pass	= square metre-pass	No	= number	h	= hour
ha	= hectare	%	= percent	dia	= diameter
m ³	= cubic metre	PC sum	= prime cost sum	Sum	= lump sum
kW	= kilowatt	MN-m	= meganewton-metre		

9. CONSISTENCY OF RATES

In order to ensure that payments certified by the Employer's Agent are reasonably consistent with the market value of the work done, and that variations in quantities do not distort the contract valuation, the rates, prices and amounts tendered in the Schedule of Quantities are required to be in balance.

A tender will be considered out of balance if:

- (i) the combined, extended total tendered for the item:

B13.01 The contractor's general obligations:

- (a) Fixed obligations
- (b) Value-related obligations
- (c) Time-related obligations

exceeds a maximum of 15% of the Tender Offer (excluding contingencies, escalation and VAT).

- (ii) the rates, prices or amounts tendered for any other items differ by more than 20 (twenty) percent from either the next highest or next lowest rates, prices or amounts tendered, or else from the latest departmental estimates.

Any such unbalanced tender may be rejected if, after fourteen (14) days of having been given written notice by the Employer to adjust those rates or lump sums which are unreasonable or out of balance, the Tenderer fails to make the necessary satisfactory adjustments. These adjustments in rectification will be such that increases are balanced by decreases, leaving the tender offer unchanged.

C2.2. SCHEDULE OF QUANTITIES

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**MORETELE
LOCAL MUNICIPALITY**

Tender No. MLM/MAINT/HML/2023/24-

26For

MAINTENANCE OF HIGH MAST LIGHTS IN VARIOUS WARDS

MORETELE LOCAL MUNICIPALITY

Tender No. MLM/MAINT/HML/2023/24-

26 For

MAINTENANCE OF HIGH MAST LIGHTS IN VARIOUS WARDS

TENDER SUMMARY

Signed on behalf of the Tenderer (Signature)

Date:

Tenderer's Name(Company Name)

C3: SCOPE OF WORK

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C3.1: STANDARD SPECIFICATIONS

The Standard Specifications on which this contract is based are the following standard specifications.

- SANS 121 - Hot-dip Hot dip galvanized coatings on fabricated iron and steel articles - Specifications and test methods
- SANS 857-1 - Defines metal welding processes and related terms
- SANS 920 - Steel bars for concrete reinforcement
- SANS 1200 A - Standardized specification for civil engineering construction Section A: General
- SANS 1200 AA - Standardized specification for civil engineering construction Section AA: General
- SANS 1200 G - Standardized specification for civil engineering construction Section G: Concrete (Structural)
- +6SANS 1200 GA - Standardized specification for civil engineering construction Section GA: Concrete (small works)
- SANS 1200 H - Standardized specification for civil engineering construction Section H: Structural steelwork
- SANS 1200 HC - Standardized specification for civil engineering construction Section HC: Corrosion protection of structural steelwork
- SANS 1700-14.1/11 - Fasteners Part 14: Hexagon nuts Sections 1 to 11
- SANS 2394 - General principles on reliability for structures
- SANS 9001 - Quality management systems - Requirements
- SANS 9692-1 - Welding and allied processes - Recommendations for joint preparation Part 1: Manual metal-arc welding, gas-shielded metal-arc welding, gas welding, TIG welding and beam welding of steels
- SANS 10142-1 - The wiring of premises Part 1: Low-voltage installations
- SANS 10144 - Detailing of steel reinforcement for a concrete
- SANS 10145 - Concrete masonry construction
- SANS 10160-1 - Basis of structural design and actions for buildings and industrial structures Part 1: Basis of structural design
- SANS 10160-2 - Basis of structural design and actions for buildings and industrial structures Part 2: Self-weight and imposed loads
- SANS 10160-3 - Basis of structural design and actions for buildings and industrial structures Part 3: Wind actions
- SANS 10162-1 - The structural use of steel Part 1: Limit-state design of hot-rolled steelwork
- SANS 10162-2 - The structural use of steel Part 2: Limit-states design of cold-formed Steelwork
- SANS 10162-4 - Structural use of steel Part 4: The design of cold-formed stainless steel structural members
- SANS 10164-2 - The structural use of masonry Part 2: Structural design and requirements for reinforced and prestressed masonry
- SANS 10225 -The design and construction of lighting masts
- SANS 10313 - Protection against lightning – Physical damage to structures and life hazard
- SANS 10389-1 - Exterior lighting Part 1: Artificial lighting of exterior areas for work and Safety
- SANS 10389-3 - Exterior lighting Part 3: Guide on the limitation of the effects of obtrusive light from outdoor lighting installations
- SANS 14713 - Protection against corrosion of iron and steel in structures – Zinc and aluminium coatings – Guidelines
- SANS 15607 - Specification and qualification of welding procedures for metallic materials General rules
- SANS 15609-1 - Specification and qualification of welding procedures for metallic materials Welding procedure specification Part 1: Arc welding
- SANS 15609-2 - Specification and qualification of welding procedures for metallic materials Welding procedure specification Part 2: Gas welding
- SANS 15609-3 - Specification and qualification of welding procedures for metallic materials Welding procedure specification Part 3: Electron beam welding
- SANS 15609-5 - Specification and qualification of welding procedures for metallic materials Welding procedure specification Part 5: Resistance welding procedures
- SANS 15614-1 - Specification and qualification of welding procedures for metallic materials Welding procedure test Part 1: Arc and gas welding of steels and arc welding of nickel and nickel alloys
- SANS 17660-1 - Welding - Welding of reinforcing steel Part 1: Loadbearing welded joints
- SANS 17660-2 - Welding - Welding of reinforcing steel Part 2: Non-loadbearing Welded Joints
- SANS 50025 -Hot rolled products of structural steels

-
- SANS 60439-3 - Guidelines for quality management system documentation AWS D1.1 -Structural Welding Code – Steel
 - SANS 1091 -National Colour Standard
 - SANS 1250 -Capacitors
 - SANS 1266 -Ballasts
 - SANS 475 -Luminaires: Performance requirements
 - SANS 60529 - Degrees of Protection provided by Enclosures (IP Code)
 - SANS 60598-1 -Luminaires: Part 1. General Requirements and Tests
 - SANS 60598-2-5 - Luminaires: Part 2-3. Particular requirements – Floodlights
 - SANS 60662 -High-Pressure Sodium Vapour Lamps
 - SANS 60923 -Auxiliaries for Lamps (Ballasts)
 - SANS 60927 -Auxiliaries for Lamps (Starting Devices)
 - SANS 61048 -Auxiliaries for Lamps (Capacitors)
 - SANS 61049 -Capacitors (Performance requirements)
 - SANS 61347 - Lamp Control Gear: Part 1. General and Safety requirements
 - SANS 215 - Limits and methods of measurement of radio disturbance characteristics of electrical lighting and similar equipment
 - SANS VC 8011 -Lampholders
 - ARP 035 - Guidelines for the installation and maintenance of street lighting

C3.2: PROJECT SPECIFICATIONS

The Project Specifications, consisting of two parts, form an integral part of the Contract and supplement the Standard Specifications.

Part A contains a general description of the Works, the Site and the requirements to be met.

Part B contains variations, amendments and additions to the Standard Specifications and, if applicable, the Particular Specifications.

In the event of any discrepancy between a part or parts of the Standard or Particular Specifications and the Project Specifications, the Project Specifications shall take precedence. In the event of a discrepancy between the Specifications (including the Project Specifications) and the drawings and / or the Schedule of Quantities, the discrepancy shall be resolved by the Employer's Agent before the execution of the work under the relevant item.

The Standard Specifications, which form part of this contract, have been written to cover all phases of work normally required for electrical contracts, and they may therefore cover items not applicable to this particular contract.

C3.2: PROJECT SPECIFICATIONS**PART A: GENERAL****1. DESCRIPTION OF THE WORKS****1.1. Overview of the works**

This enquiry makes provision for the repairs, maintenance and energizing of all high mast lights in Moretele Local Municipality.

1.2. System and site particulars

The site is located in Moretele Local Municipal area of jurisdiction. The specific locations of the masts will be provided to the successful contractor. Provision must be made for different types of soil. The number of High Mast Lights to be maintained in this tender within the municipality area is approximately 350

VILLAGES	QUANTITY OF HIGH MAST LIGHTS
Various Wards	350

1.3. Extent of Works

The repaired or maintained High Mast Lights must maintain a minimum illumination of 0.1 lux at a distance of 210 metres from a single mast.

The following inspections need to be done when repairs and maintenance are done on each High Mast Light.

1.3.1. Maintenance of Vandalised/Damaged 30m High Mast Lights

- a) Provide a crane for lowering and lifting of the entire high mast.
- b) Conduct an assessment of the lowered high mast. The works on the high masts include but may not be limited to:
 - i) Supply and installation of the high mast luminaire ring.
 - ii) Supply and installation of the three-rope hoisting system, including rollers, eye-bolts and thimbles, etc
 - iii) Supply and installation of the fibreglass canopy
 - iv) The supply and installation, connection, testing and commissioning of surface mounted glass fibre distribution boards (IP30) inside the mast/s poles, complete with photocell control and all wire equipment, switch gear and wiring diagrams; including all wire trays, doors, labels, locks, architrave, busbars, conduit connections and wiring connections-supply cable connection include prewired splitter box and 5 core trailing cable
 - v) Supply and install 9 x 216W LED Luminaire (IP66) on each mast. The luminaire shall be complete with lamps control gear and aiming indication. The tenderer shall provide simulation results of the light fitting where nine of the fittings are installed on a luminaire ring on a 30m high mast.
 - vi) High mast earthing.
 - vii) The supply and installation of a vandalism –proof access door.

viii) Supply and install a pole top box, t-off with a 16mm² 4 core Cu 600V/1000V from the existing overhead line network to provide power to the high mast distribution board.

ix) Repair high mast grouting

1.3.2. Inspection of Luminaire Carriage and shall include the

- a) Inspect alignment cones
- b) Inspect PVC protection guide for damage
- c) Inspect interconnecting cable and splitter box for damage
- d) Check trailing cable anchorage and check for physical damage to cable
- e) Check and tighten, if necessary all nuts and bolts

1.3.3. Inspection of luminaires and shall include the following

- a) Clean all front glasses, bowls and reflectors (Avoid the use of abrasive materials for cleaning)
- b) Remove lamps from holders and check contact for arcing
- c) Inspect all electrical connections and tighten where necessary

1.3.4. Inspection of Wire Ropes during lowering and raising of luminaire carriage and shall include the following

- a) Inspect rope anchorage points on tension plate and luminaire carriage
- b) Inspect ropes from luminaires carriage to mast head for any obvious defects
- c) level luminaires carriage if necessary, tighten all nuts on tension bolts

1.3.5. Inspection on Electrical panel and shall include the following:

- a) Electrical panel to be dust-proof and covering all equipment
- b) Electrical panels must be fixed properly inside the mast structure
- c) Electrical panels should be safe, labelled and all equipment in working condition and as specified including photocell control.
- d) All wiring to be neat and safe
- e) Do earth leakage test
- f) Do earth resistance test to ensure reading less than 10 Ohm
- g) Issue test certificate

1.4 Detailed Description of the Works

The following description is a broad outline of the works and does not limit the work to be executed by the Contractor in terms of the contract. The quantities of some of the major items indicated in this section are indicative, not absolute, and are provided to define in general terms the overall scope of the project.

Approximate quantities of each type of work to be carried out in accordance with the contract documents are listed in the Schedule of Quantities in Section C2.2

1.4.1 Temporary Works

The main temporary works would be to provide access to properties for the local community on an on-going, daily basis during the construction. No additional payment would be made for these temporary arrangements.

1.4.2 The Works

The works will consist of:

- Maintenance of 350 300High Mast Lights in various Wards within Moretele Local Municipality

1.4.3 Quantities

Quantities will vary per task order issued.

1.4.4 Accommodation of traffic

The accommodation of traffic forms an integral part of the Contract. Traffic will be accommodated within the road reserve during construction using minor detours and Stop/Go facilities working in half widths.

1.4.5 Accommodation of other contractors

In order to ensure the smooth running of all contracts, the Contractor shall be required to liaise with, cooperate with and accommodate all other contractors working on the site, particularly when such other contractors are working in the same area simultaneously.

1.4.6 Ancillary works

Local Emerging Contractors will be responsible for the construction of concrete works and ancillary works including but not restricted to: excavations, road signs and other general work identified by the contractor. The management of the Emerging Contractors are the Established Contractor's responsibility. No extension of time, standing time or claims for the non-performance of the nominated sub-contractors will be permitted. Therefore, the Established Contractor shall make all reasonable provision in the construction programme and its implementation to accommodate the Local Emerging Contractors.

1.4.7 Existing services

The Contractor shall make himself acquainted with the position of all existing services before any excavation or other work likely to affect the existing services has commenced.

It is also expected that unknown domestic services crossings requiring relocation or protection may be encountered along the route as the work proceeds. The Contractor shall make every effort to establish the location of these services in any area prior to excavations commencing in that area. Such efforts shall include diligent enquiry and discussions with adjacent landowners, visual surface inspection and exploratory trenching investigation as necessary.

The following major services are expected to be encountered during the construction of the Works:

- Electrical and Telephone Poles
- Water Mains
- Fence Lines
- Water and sanitation services

The Contractor will be held responsible for any damage to known existing services caused by or arising out of his operations and any damage shall be made good at his own expense. Damage to unknown services shall be repaired as soon as possible and liability shall be determined on site when such damage should occur.

1.5.8 Environment

The Contractor's attention is called to Part B of these Project Specifications and to the requirements of Part C: Environmental Management Specification contained in section C3.3 Particular Specifications.

1.5.9 Labour

A Project Liaison Committee will be established and will be a vital means of communication between all parties involved with the project. The composition of the PLC comprises representatives of the Employer, the Employer's Agent and formal structures within the community.

The Contractor shall make use of these communication channels and shall appoint from amongst his site personnel a responsible person to participate in the affairs of the PLC, and this representative will be also required to attend the monthly PLC meetings.

It is mandatory that the Contractor shall interact with the community via proactive project liaison and project participation by its leaders and constituted organisations and forums, as well as through the employment of its people, and these activities shall constitute essential facets of the project.

Local labour is to be used and the employment of such labour is to be done in conjunction with the PLC. The PLC has formed a Labour Committee who shall assist the Contractor with the recruitment of local labourers to ensure an equal distribution of people employed between the various Amakosi or ward Cllrs in the area.

1.5.10 Labour-intensive construction methods

Labour-intensive construction shall mean the economically efficient employment of as great a portion of labour as is technically feasible to produce a standard of construction as demanded by the specifications with completion by the Due Completion Date, thus bringing about the effective substitution of labour for plant and equipment.

Appropriate portions of the Works included in the Contract shall be executed using labour-intensive construction methods.

Except where the use of plant is essential in order, in the opinion of the Employer's Agent, to meet the specified requirements by the Due Completion Date, or where the use of plant is essential as a result of occupational health and safety considerations, the Contractor shall use only hand tools and equipment in the construction of those portions of the Works that are required in terms of these Project Specifications to be constructed using labour-intensive construction methods.

These portions of the Works shall be constructed utilizing only locally employed labour and/or the labour of local subcontractors, supplemented by the Contractor's key personnel to the extent necessary and unavoidable, unless otherwise instructed by the Employer's Agent and in accordance with the further provisions of the relevant sections of Portion B of the Project Specifications. The contractor is required to pay minimum wages for all locally employed labour and/or the labour of local subcontractors as specified by the Employer.

Subject to considerations of occupational health and safety, the portions of the Works to be executed using labour-intensive construction methods are:

- Clearing and grubbing of the Site;
- Excavation for structures up to 1,5 m deep;
- Bedding, selected fill, backfilling and compaction of all pipe trenches irrespective of depth, but assisted by mechanical compaction equipment in order to achieve the specified densities;
- Transportation and spoiling of all trench materials, where the disposal site is located within 20 metres of the source;
- Mixing and placing of concrete;
- Construction of all brickwork required for structures; and
- Cleaning and tidying up of the Site.
- Pulling and laying of cables including bedding.

In respect of those portions of the Works which are not listed above, the construction methods adopted and the plant utilized shall be at the discretion of the Contractor, provided always that the construction methods adopted and the plant utilized by the Contractor are appropriate in respect of the nature of the Works to be executed and the standards to be achieved in terms of the Contract.

1.5 Temporary Works

The main temporary works would be to provide access to properties for the local community on an on-going, daily basis during the construction. No additional payment would be made for these temporary arrangements.

1.6 Maintenance of the Works during the construction period

The Contractor shall take note of the various requirements of the General Conditions of Contract 2015 and the standard specifications with respect to the care and protection of the Works.

The handing-over of the project is described in the Project Specifications. The Contractor shall be responsible for maintaining the works from the date of hand-over until the issue of the Certificate of Practical Completion.

1.7 Testing of materials

A provisional sum has been allowed in the Schedule of Quantities for all acceptance control testing laboratory work to be carried out by the Employer's Agent using commercial laboratory facilities.

Further testing shall include the electrical tests leading to a Certificate of Compliance.

Process control

The Contractor shall arrange for all tests required for process control to be done by a laboratory acceptable to and approved by the Employer's Agent. The Contractor may establish his own laboratory on site or he may employ the services of an independent commercial laboratory. Whatever method is used, the Contractor must submit the results of tests carried out on materials and workmanship when submitting work for acceptance by the Employer's Agent. The costs for these tests shall be deemed to be included in the relevant rates and no additional payment will be made for testing as required.

Acceptance control

The process control test results submitted by the Contractor for approval of materials and workmanship may be used by the Employer's Agent for acceptance control. However, before accepting any work, the Employer's Agent may have further control tests carried out by a laboratory of his choice.

The cost of such additional tests will be covered by a provisional sum provided in the schedule of quantities, but tests that failed to confirm compliance with the specifications, will be for the account of the Contractor.

1.8 Power supply and other services

The Contractor shall make his own arrangements concerning the supply of electrical power and all other services. No direct payment shall be made for the provision of electrical and other services. The cost thereof shall be deemed to be included in the rates and amounts tendered for the various items of work for which these services are required.

1.9 Construction in confined areas

It may be necessary for the Contractor to work within confined areas. Except where provided for in the specifications, no additional payment shall be made for work done in restricted areas. In certain places the width of the fill material may decrease to zero and the working space may be confined. The method of construction in these confined areas largely depends on the Contractor's constructional plant.

1.10 Contractor's campsite

Possible locations for a campsite shall be pointed out at the clarification meeting.

The Contractor shall make his own arrangements for the provision of his campsite and housing for construction personnel but the chosen site shall be subject to the approval of the Employer's Agent, the local authorities and, where applicable, the Project Liaison Committee (PLC) associated with the project.

The standard of the Contractor's camp, offices, accommodation, ablution, and other facilities must comply with the requirements of all local authority, environmental and industrial regulations concerned. In establishing and maintaining his campsite, due cognisance is to be taken of the requirements of the Project Specifications.

The Contractor is to fully familiarise himself with all local by-laws and Government regulations for the employment, transport and accommodation of labour on site.

The Contractor shall particularly note that there is a high risk of theft, vandalism and damage to property in this area and strict security will be required for all plant, establishment, temporary works and partially

completed works. The Contractor shall be responsible for providing security for all plant, establishment, temporary works and partially completed works. No separate payment shall be made for the provision of such security since full compensation for these costs shall be deemed to be included in the amount tendered for (The contractor's general obligations).

1.11 Additional requirements for construction activities

The travelling public shall have the right of way on public roads, and the Contractor shall make use of approved methods to control the movement of his equipment and vehicles so as not to constitute a hazard on the road.

The Contractor's tendered rates shall include full compensation for all costs which may arise from the construction and maintenance of deviations and construction under traffic. No claim for additional costs which may arise from these methods of traffic accommodation and no additional payment owing to inconvenience as a result of the Contractor's method of working shall be considered. The Contractor shall be required to attend meetings of the local Project Liaison Committee (PLC).

1.12 Construction programme

In addition to any other restrictions accommodated by the Contractor in compiling the construction programme, the following constraints shall be taken into account in the preparation thereof:

- (1) The whole of the Works (and the portions of the Works if completion in portions is required) shall be completed within the time period(s) stated (refer to the Contract Data in section C1.2.2).
- (2) Working days lost due to abnormal rainfall shall be treated as set out in clause B1215.
- (3) Allowance shall be made for non-working days and special non-working days (refer to the Contract Data in section C1.2.2).
- (4) Construction activities must comply with all the specified environmental requirements including the requirements of Part C: Environmental Management Specification contained in section C3.3 Particular Specifications.
- (5) Construction activities must comply with all the specified health and safety obligations including the requirements of Part E: OHSA 1993 Health and Safety Specification contained in section C3.3 Particular Specifications. This shall include Covid 19 Protocols.
- (6) Strict control of access to and from local public roads shall be required when construction vehicles, plant or equipment leave or enter the site.
- (7) The Contractor's programme of work shall take due cognisance of risks by limiting the duration of the exposure of the various construction elements to natural phenomena.

For the guidance of Tenderers, a provisional preliminary construction programme is included below. This programme is given in good faith and no claims shall be entertained due to inaccuracies, discrepancies or omissions contained in the programme.

2. DRAWINGS

Applicable drawings to be given to a successful contractor.

DWG No.	DESCRIPTION
To be given to successful contractor	High Mast Lights Mapping Drawing

3. PROCUREMENT

3.1 Preferential procurement procedures

Preferential points shall be allocated and tenders awarded in accordance with T1.2 "TENDER DATA" clause F.3.11.

4. CONSTRUCTION

4.1 Applicable SANS 2001 standards for construction work

All construction work must conform with the relevant SABS or SANS specifications referred to in the 'Standard Specifications or in Section C3.2: Project Specifications, Part B: Amendments to the Standard Specifications, of this document.

4.2 Applicable national and international standards

All items of plant supplied and/or installed, whether expressly specified herein or not, shall conform in respect of quality, manufacture, tests and performance with the requirements of the appropriate South African National Standards (SANS) Specifications and addenda thereto, or, if no such Specification exists covering any one or more of these requirements, with the relevant requirements of the appropriate British Standard Specifications and addenda thereto, except where elsewhere required by this Specification or approved by the Employer's Agent.

4.3 Particular / generic specifications

As well as the 'Amendments to the Standard Specifications' contained in Part B of Section C3.2: Project Specifications, of this document, the following Particular Specifications as contained in Section C3.3, are applicable to this Contract:

Part C: Environmental Management Specification
Part D: OHSA 1993 Health and Safety Specification
Part E: Small Contractor Development

C3.2: Project Specifications, amends these references to the 2015 3rd edition of the General Conditions of Contract for Construction Works published by the South African Institution of Civil Engineering which is applicable to this Contract.

4.4 Certification by recognized bodies

Where the South African Bureau of Standards has issued a licence for the use of its Mark on products complying with any of its Specifications, only such products which carry the Mark shall be supplied. Preference will be given to plant manufactured in South Africa.

4.5 Plant and materials provided by the Employer

No plant and materials are to be provided by the Employer.

5. MANAGEMENT

5.1 Applicable SANS 1921 standards

The following parts of SANS 1921 and associated specification data are applicable:

SANS 1921-1: 2004:	Part 1: General Engineering and construction works
SANS 1921-6: 2004:	Part 6: HIV/AIDS awareness

Specification data associated with SANS 1921-1	
Clause No.	Essential data
4.1.7	There are no requirements for drawings, information and calculations for which the Contractor is responsible.
4.2.1	The responsibility strategy assigned to the Contractor for the works is 'A'.
4.3.1	The programme must conform to clause 1204 'Programme of Work' of the 'Standard Specifications' and clause 5.6 'Programme' of the 'General Conditions of Contract 2015'.
4.3.3	The Contractor must give 24 hours' notice for inspection of work that is to be covered up.
4.7.3	Where applicable, the Contractor is afforded the opportunity of pricing an item to cover costs of unavoidable overbreak.
4.12.2	The samples of materials, workmanship and finishes that the Contractor is to provide and deliver to the Employer are to be as described in clause 1205 'Workmanship and Quality Control' of the 'Standard Specifications' and clause 7 'Quality and Related Matters' of the 'General Conditions of Contract 2015'.
4.12.2	The fabrication drawings that the Contractor is to provide to the Employer are: none.
4.14.5	The Contractor is to provide latrine and ablution facilities as described in Part C 'Environmental Management Plan' in Section C3.3: Particular Specifications of these Project Specifications.
4.14.6	The requirements for the provision and erection of sign boards are as described in clause 1207 'Notices, Signs and Advertisements' of the 'Standard Specifications', and as detailed in the 'Example of Contract Signboard Details' in Section C4: Site Information of these Project Specifications.
4.17.1	The requirements for the termination, diversion or maintenance of existing services are described in clause B1202 of Part B of Section C3.2: Project Specifications.
4.17.3	Services that are known to exist on the site are described in clause B1202 of Part B of Section C3.2: Project Specifications.
4.17.4	The requirements for detection apparatus for locating underground services are: none.
4.18	The additional health and safety requirements are described in Part E 'OHS 1993 Health and Safety Specification' in Section C3.3: Particular Specifications of these Project Specifications.

5.1.1 Additional clauses

5.1.1.1 Site meetings and procedures

Site meetings shall be convened 'Monthly Site Meetings' of the 'Standard Specifications'. The Contractor shall keep on site a set of minutes of all site meetings, daily records of resources (people and equipment employed), a site memoranda book, a complete set of contract working drawings and a copy of the procurement document, and shall make these available at all reasonable times to all persons concerned with the contract.

5.1.1.2 Water and electricity

The Contractor is to provide water and electricity 'Water' and 1404 'Services' of the 'Standard Specifications'.

Specification data associated with SANS 1921-6	
Clause No.	Essential data
4.2.1(a)	A qualified service provider is one that is an accredited or provisionally accredited training service provider in the HIV/AIDS field. A list of accredited service providers can be obtained from the Construction SETA (CETA) (tel. 011 265 5900), Health and Welfare SETA (HWSETA) (011 622 6852) or on the Health and Welfare SETA website: www.hwseta.org.za .
4.2.1(a)	The HIV/AIDS awareness programme is to be repeated at four monthly intervals throughout the duration of the contract.

5.1.2 Additional clauses

The duration of each workshop shall not be less than 2½ hours.

5.2 Recording of weather

The Contractor shall erect a rain gauge and record the rainfall 'Standard Specifications'. This information together with other details of the prevailing weather conditions shall be recorded in the daily site diary.

5.3 Unauthorised persons

The Contractor shall keep unauthorised persons away from the Works at all times. Under no circumstances may the Contractor's personnel be accommodated on the site.

5.4 Management meetings

Management meetings are to be held bi-weekly at a time convenient to all concerned, to discuss planning and health and safety amongst other things. Attendance by the Contractor's and the Employer's Agent's representatives on site is mandatory, and attendance by other interested parties will be by invitation.

5.5 Forms for contract administration

The Employer's Agent's representative will provide standard forms for 'Site Diary', 'Site Memoranda', 'Requests for Inspection' and any others deemed to be necessary during the contract.

5.6 Electronic payments

Payments of approved payment claims will be made electronically upon submission of the Contractor's banking details.

5.7 Daily records

A site diary is to be compiled jointly by the Contractor's and the Employer's Agent's representatives on site and is to be agreed and signed by both parties. The original signed copy is to be retained by the Employer's Agent's representative.

The Contractor is to keep daily records of people and equipment on site in a format to be agreed by the Employer's Agent's representative, and is to provide copies to the Employer's Agent's representative when requested.

5.8 Payment certificates

Details of measurements, proof of payment for items contained in provisional sums, proof of ownership of materials on site and documentation pertaining to contract price adjustment and special materials, are required as substantiation of claims for payment.

5.9 Permits

No security/ entrance permits are required by the Contractor's personnel to enter the site.

5.10 Proof of compliance with the law

There are no requirements for the Contractor to verify compliance with any legislation.

C3.2: PROJECT SPECIFICATIONS**PART B: AMENDMENTS TO THE STANDARD SPECIFICATIONS****PROJECT SPECIFICATIONS RELATING TO THE STANDARD SPECIFICATIONS AND OTHER ADDITIONAL SPECIFICATIONS****1. Luminaires**

The luminaire shall be equipped with a high lumen package while offering maximum savings in energy and maintenance costs with a short payback time. The Local Content for the manufacturing of the LED luminaire in the Republic of South Africa must be $\geq 80\%$.

The luminaire shall be installed on high masts with a stirrup bracket to retrofit 400W HID one to one. The luminaire shall be equipped with 64 LED and 216W with a nominal flux of 27980lm. The luminaire shall be equipped with the LensoFlex® photometric system to ensure that the specific requirements of high mast lighting is met.

ThermiX®: The luminaire shall be equipped with efficient thermal management of both the LEDs and the power supply. The luminaire shall be separated between the optical unit (IP66) and the gear compartment (IP66). Cooling fins on the optical unit shall optimize the heat dissipation. The Luminaire shall operate at an ambient temperature (T_a up to 55°C), with a colour temperature of 4000K (CRI) ≥ 70 . The lens optics manufactured from Acrylic PMMA.

The luminaire housing shall be Marine grade high-pressure die-cast aluminium (EN 1706 AC-44300), have a tightness level of IP66, the SANS 60598, SANS 62262 certificate shall be available on request to verify the IP rating. Luminaire shall be powder coated Pearl Light Grey (RAL 9022), textured finish.

The Protector shall be High-impact clear glass with an impact resistance of IK08. The luminaire shall be ROHS compliant.

The lifetime of the LEDS @ $T_Q 25^\circ\text{C}$ shall be rated 100,000h - L70B10, the driver shall be rated 100,000h $\leq 10\%$ failure rate.

The luminaire shall bear the SANS 55015:2013/A1:2015, SANS 61000-3-2:2014, SANS 61000-3-3:2013, SANS 61547:2009, SANS 62493:2015 certification of Electromagnetic compatibility (EMC).

The Employer reserves the right to inspect the luminaries during any stage of manufacturing on the premises of the supplier or manufacturer and to reject any item not complying with the specification.

The following information is compulsory and must be submitted as supporting documentation with the tender document:

- a. Nominal flux output of luminaire
- b. Isolux diagram.
- c. Luminous density diagram.
- d. Complete drawings of fittings.
- e. Origin and manufacture.
- f. Availability of spares.
- g. Suppliers of luminaries.
- h. Photometric design

System Design
9 x Luminaires 216W LED per structure
30m Mast
420m Spacing
Required minimum lux level of 0.1lx

2. Construction of the Mast and Dimensions

The masts shall be constructed from conical sections which, when assembled, will form a tapered column of **circular cross-section**.

The masts shall be of lightweight construction and a base plate shall be welded to the bottom end of the lowest section suitably drilled for foundation bolts.

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

The steel used in the manufacture of the mast shall have **a ultimate tensile strength of between 460 and 680 MPa and identical to SABS 1431 grade 355WA steel**.

Proof shall be supplied that the manufacturer is ISO 9001 accredited.

The masts offered shall give an overall floodlight mounting height of 30 m. The cross-section and wall thickness of the mast is determined based on the working loads.

Working Loads

The masts shall be designed in accordance with the SANS 10225 1991-1 Code of Practice for the design and construction of lighting masts. The following site factors shall be considered:

Site	=	Moretele Local Municipality
Design wind speed	=	40m/s (Preliminary)
Category of terrain	=	3 (Preliminary)

The proposed mast shall carry at its top 9 x 216W LED Floodlights evenly around its circumference.

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

3. Canopy

Each mast shall have a UV protected fibre class canopy that will cover all electrical material on top of the mast against UV light.

4. Raising and Lowering Device

Each mast shall be equipped with a **three-point hoisting mechanism**, consisting of three 6mm diameter stainless steel wire ropes, running over three pairs of Aluminium pulleys on the head frame of the mast running on shafts manufactured from Stainless steel and the bearing/ housing ate manufactured from UV protected UHDPE. All split pins, bolts, nuts and washers shall be of stainless steel. Pulley shafts shall be positively prevented from rotating in their housings.

5. Hoisting Unit

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

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

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

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

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

6. Hydraulic Power Tool

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

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

7. Access Opening

An access door adequately protected against the weather shall be provided in the mast, with the bottom lintel 600mm above the base plate. The door shall be adequately protected against vandalism and secured by three screws requiring a special opening tool.

A doorframe shall reinforce the opening in the mast.

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

8. Corrosion

All parts of the mast and raising and lowering device, not specified as manufactured from stainless steel, shall be hot-dip galvanised in compliance with the requirements of SANS 121 (ISO 1461) 2000-1 and test certificates shall be provided.

No welding, drilling, punching, bending or removal of burrs shall be carried out after galvanising.

9. Hydraulic Power Tool

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

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

A fully enclosed IP30 distribution board shall be provided for mounting inside each mast, containing:

- 1 – 3 pole isolator (main switch)
- 3 – single pole MCB's (lights)
- 1 – single-phase switched socket outlet for the use of a power tool
- 1 – 5 pin CEE socket
- 1 – adequately rated contactor
- 1 – single pole MCB acting as a by-pass switch
- 1 – single pole MCB protecting the contactor
- 1 – rated photocell

The photocell of the National type shall be mounted 4m above ground level on the outside of the mast under a vandal-proof cover utilizing a special locking device.

A Splitter box with IP65 rating shall be mounted on top of the mast, fitted with a test socket of the CEE type with at least IP44 rating at the bottom of the box.

All circuit breakers and isolators shall have a rupturing capacity of 5 kA and shall bear the mark of the S.A.B.S. and shall be accessible through cut-outs in the cover without having to remove the cover.

All equipment shall be clearly marked with engraved labels. No stick-on embossed tape shall be used.

The distribution board shall be fully wired and ready for connection to the incoming supply cables.

10. Foundations

Each mast shall be supplied with foundation bolts and templates. The bolts shall be hot-dip galvanised over their entire length in compliance with SANS 121 (ISO 1461) 2000-1. Two galvanised nuts, two washers and one spring washer shall be supplied for each bolt. The number of foundation bolts shall be determined according to the design of 1.3 above.

A foundation plan, adequately designed for the conditions as per 1.3 of this specification, and based on a soil bearing capacity of 150kPa, giving details of the reinforcing required shall be submitted. Soil pressure and overturning safety factor shall be stated.

All reinforcing and foundation bolts shall have a minimum of 100mm concrete cover. The 28 days cube strength of the concrete shall be 25 MPa.

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

One or two PVC, Class B cable sleeves shall be provided from the centre of the top of the foundation plinth, through the concrete to a point below ground level on the side of the plinth.

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

The mixture and strength of all concrete shall be in accordance with SANS 1200-Section GA: Concrete and shall be carefully controlled on site. Cube tests shall be undertaken by an approved authority and the results shall be made available (SANS 10225: 7.12.6).

Test results have to be included in the Handing Over Certificate.

Full design details of the foundations, including concrete mix and strength, foundation bolts, reinforcing, etc. as well as detailed dimensioned drawings, signed by a Registered Professional Engineer, shall be submitted to the Employer's Agent before construction.

Except where otherwise specified, all foundations shall finish at 400mm above the surrounding ground level.

11. Hydraulic Power Tool

Power tool and winch shall consist of 2 x 1.2m earth spikes, installed under foundation and connected to foundation bolts via 70mm² copper conductors with brass clamps.

12. Earthing And Lighting Protection

All earthing and bonding shall be carried out in accordance with the Standard Code of Practice for the Wiring of Premises and Earthing of low-voltage (LV) distribution systems. SANS 10292 – 2001

Allowance shall be made for the installation of two earthing rods which shall be installed directly underneath each mast. The rods shall be installed before or simultaneously with the casting of the foundation. The earthing rod resistance to earth must be measured in the presence of the Employer's Agent. In the event that the earthing rod resistance to earth exceeds 50-ohm additional earthing rod(s) must be installed and the resistance to earth measured at the tariff quoted in the Schedule of Quantities.

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

The joint, between the extensible rods, shall not permit the ingress of moisture. The coupling shall be of a material that will inhibit electrolytic action between the coupling and the copper skin on the rod. Allow for a total length of 2,4m of rod at every mast.

The top of the rod, after installation, shall be at least 50mm above the top surface of the foundation and must not be in direct contact with the concrete, it must be separated by means of a PVC sleeve. The rod shall be connected, by means of the special clamp supplied by the rod manufacturer or the cad-weld method shall be used, to the earth terminal inside the mast, using 70mm² bare copper conductors run through the sleeve leading to the mast interior.

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

be bonded to the earth stud on the mast body by means of a 10,0mm² green insulated cable. This stud shall be easy accessible to loosen the earth wire for testing purposes.

At each mast, the incoming and outgoing cable gland earth lugs shall be connected together by means of stranded flexible copper conductors, using terminal lugs crimped on or soldered to, the mast main earthing stud.

Should the final design of the masts allow for material less than 4 mm wall thickness, a 70sqmm copper strip shall be installed from the top spike to the main earth stud on the foundation to protect the masts and equipment against lightning strikes.

13. Delivery and Erection of Masts

The transportation to site, off-loading and erection of lighting masts forms part of this contract.

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

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

All masts shall be inspected on site before it is slipped (connected) together. A slip distance of 1.5 times the maximum (lower) diameter of every section must be maintained as per SANS 10225 Lighting masts shall be erected within 5 working days after its delivery to site, in order to minimize the obstruction of construction or other traffic and consequent possible damage to the mast. Masts awaiting erection shall be stored in the immediate vicinity of their foundations, in such location as will minimize traffic obstruction. Before commencing the erection of the mast, the Contractor shall consult with Employer's Agent, regarding the precautions necessary to avoid interference with and danger from accidental contact with live electrical overhead lines, telephone lines or traffic, where applicable.

After erection of the masts, the Contractor will be required to repair any damage to the galvanizing on the masts to approval of Employer's Agent.

14. Labelling of the Masts

Lighting masts identification number, engraved with 25mm x 20mm lettering, on a 100mm high and 100mm wide anodized aluminium plate, is to be affixed to the mast shaft at a height of 2,5m above the flange facing the road, by means of two M6 Grade 316 stainless steel bolts drilled and tapped holes located on the side facing the road. The Employer's Agent will specify the required numbers.

15. Cable Access

Each foundation shall have two 110mm diameter non-ferrous cable sleeves leading from the inside of the mast to a point 50mm outside the foundation, 600mm below the final surrounding ground level.

16. Service Connection

A pole-top distribution box shall be used to connect all high mast from poles along the LV distributor. The pole-top distribution box shall be in accordance with Eskom SCSSCAAH3. The 50A MCB inside the pole-top box can be used to connect each high mast. Alternatively a Steel (3CR12) 'pole top boxes include 3 phase 60A circuit 'breakers, '1,5m x 4 x 16mm² PVC copper conductors 'and connecting to OH ABC.

The pole top distribution boxes are to comply with the requirements of Eskom's Distribution Reticulation Technology, Electrification Standard as and where applicable.

The 16mm² PVC SWA cable core of the service cable shall be used to supply the 63 A MCB from the 50A MCB. The pole-top box shall be secured to the pole stainless steel strapping. The cable shall be protected by a steel downpipe to avoid theft.

17. Test and Commissioning

The following tests and inspections are required at commissioning stage:

- Earthing rod resistance test at every mast (max resistance 50 ohms).
- Luminaires in working order.
- Luminaire setting and aiming.
- Full length lowering and hosting of luminaire carriage.
- Test of switch socket outlet and earth leakage relay.

Provide a Handing over Certificate for every mast containing the following info:

- a. Mast design (SANS 10225).
- b. Mast foundation design (SANS 10100-1:2000).
- c. Soil bearing pressure report.
- d. Result of concrete cube test (SANS 10225: 7.12.6).
- e. Test certificates certifying the load rating of winches, ropes hydraulic equipment and site test. (SANS 10225: 7.12.5).
- f. Certificate of Compliance for the Distribution Board (OHSA).
- g. As Built drawings.
- h. The Pre-Commissioning Checklist is required to be completed by the contractor prior handing over.

C3.3: PARTICULAR SPECIFICATIONS

In addition to the Standard Specifications and the Project Specifications, the following Particular Specifications shall apply to this contract and are bound in hereafter:

PART C: ENVIRONMENTAL MANAGEMENT SPECIFICATION	C52
PART D: OHSA 1993 HEALTH AND SAFETY SPECIFICATION	C56
PART E: SMALL CONTRACTOR DEVELOPMENT.....	C61

C3.3 PARTICULAR SPECIFICATIONS**PART C: ENVIRONMENTAL MANAGEMENT SPECIFICATION****C.1 General**

In order to ensure that the construction work is carried out in an environmentally sensitive manner, strict compliance with the Environmental Management Plan (EMP) guidelines is required. The purpose of the EMP is to:

- Encourage good management practices through planning and commitment to environmental issues,
- Provide rational and practical environmental guidelines to:
 - i. Minimise disturbance of the natural environment,
 - ii. Prevent pollution of land, air and water,
 - iii. Prevent soil erosion and facilitate re-vegetation.
- Adopt the best practicable means available to prevent or minimise adverse environmental impact,
- Develop waste management practices based on prevention, minimisation, recycling, treatment or disposal of wastes,
- Train employees and contractors with regard to environmental obligations.

C.2 Training and Induction of Employees

- The Contractor has a responsibility to ensure that all those people involved in the project are aware of and familiar with the environmental requirements for the project (this includes subcontractors, casual labour, etc.). The EMP shall be part of the terms of reference for all contractors, subcontractors and suppliers.

C.3 Complaints Register and Environmental Incident Book

Any complaints received by the project team from the public will be recorded. The complaint should be brought to the attention of the site manager, who will respond.

The following information must be recorded:

- Time, date and nature of the complaint,
- Type of communication (telephone, letter, etc),
- Name, contact address and telephone number of the complainant,
- Response and investigation undertaken and
- Actions taken and by whom.

All complaints received will be investigated and a response given to the complainant within 14 days.

All environmental incidents occurring on the site will be recorded. The following information will be provided:

- Time, date, location and nature of the incident,
- Actions taken and by whom.

C.4 Site Cleanliness and Neatness

- Location of a construction camp is to be approved by the Employer's Agent and is to be restored to its previous condition after completion of construction.
- The construction camp should preferably be fenced with a 1.8m bonnox fence or similar approved.
- All materials, equipment, plant and vehicles must be stored within the construction camp.
- A dedicated area must be made available for construction staff to change and store their personal belongings.

C.5 Access

- Access to existing roads, schools, buildings, shops and residential properties must not be impeded during construction.
- Access roads utilised by the Contractor must be maintained in good condition.

C.6 Borrow Pits

- Mining authorisations (permits) for borrow pits must be obtained from the Department of Minerals and Energy (DME) in consultation with the Department of Water Affairs and Forestry (DWAF).
- Spoil dumps resulting from borrow pits must not interfere with any natural surface drainage.
- Borrow pits must be rehabilitated after use in accordance with the requirements of DME and DWAF.

C.7 Dust Control / Air Quality

- Dust suppression measures must be implemented during construction by ensuring that all surfaces prone to dust generation are kept damp (e.g. use of water tanker).
- Ensure that vehicles and equipment are in good working condition and that emissions are not excessive.
- Special care must be taken in areas where the route passes close to schools and residential areas.
- The speed of construction vehicles must be reduced.

C.8 Fauna

- Contractor staff may not chase, catch or kill animals encountered during construction.

C.9 Fire Prevention and Control

- Smoking is prohibited in the vicinity of flammable substances.
- The contractor must ensure that fire-fighting equipment is available on site, particularly where flammable substances are being stored or used, and that construction staff are aware of where it is kept and how it is operated.
- Fires started for comfort (warmth) are prohibited, due to the risk of veld fires and risk to adjacent property owners' lands.

C.10 Grave Sites

- Gravesites in close proximity to the road must not be disturbed during construction.

C.11 Materials Handling and Spills Management

- Any hazardous materials to be used during construction (e.g. lime, fuel, paint, etc) are to be stored in a designated area at the campsite.
- The storage containers/facilities (including any diesel/petrol tanks) must be placed on an impermeable surface and surrounded by a bund wall, in order to ensure that accidental spillage does not pollute the environment.
- Workers must at all times be made aware of the health and safety risks associated with any hazardous substances used (e.g. smoking near fuel tanks), and must be provided with appropriate protective clothing/equipment in case of spillages or accidents.
- Ensure all staff and contractors undergo relevant training in the maintenance of equipment to prevent the accidental discharge or spill of fuel, oil, lubricants and other chemicals.
- Any spill of potentially hazardous materials must be cleaned up immediately (Potentially hazardous materials on site include paint, oil, grease, fuel, turpentine, etc).
- The area of contaminated soil or spill must be deposited into the hazardous waste container(s).
- The contractor should keep Peat Sorb or a similar absorbent on site to clean up any spills. The absorbent must be stored in a designated area and be available for inspection.
- All spills are to be recorded in the environmental incident book.

C.12 Noise

- Noise generating activities must be restricted to between 07h00 and 17h00 Monday to Friday, unless otherwise approved by the appropriate competent person in consultation with adjacent landowners/affected persons.
- All equipment, vehicles and machinery must be in good working condition and be equipped with sound mufflers if necessary.
- Construction staff must be trained and made aware of not creating unnecessary noise such as hooting and shouting.

C.13 Pollution Control

- Soil and water pollution through usage of fuel, oil, paint, bitumen or other hazardous substances must be avoided.
- All construction vehicles are to be maintained in good working order so as to prevent soil or water pollution from oil, fuel or other leaks, and to reduce noise pollution.

C.14 Rivers and Streams

- During construction of bridge structures, there must be no obstruction of the water flow of rivers and streams.
- Excavated material must not be stockpiled on or near riverbanks, in order to prevent sedimentation occurring.
- Erosion control measures must be employed both during and after construction.
- No impediments to natural surface water flow, other than approved erosion control measures, must occur.

C.15 Safety

- Safety measures, such as detour signs, must be implemented during construction to ensure the safety of workers, pedestrians and drivers/passengers in vehicles in the vicinity of construction work.
- Special care must be taken in the vicinity of schools to ensure the safety of children wishing to cross the road within the proximity of the construction site.
- Accommodation must be made for pedestrian pathways alongside the road during the construction and operation phases.
- Covid 19 protocols must be adhered to at all times.

C.16 Soil Management

- Accidental spills of contaminants onto the ground e.g. oil, concrete, fuel and chemicals should be removed together with the contaminated soil.
- If necessary an absorbent such as Peat Sorb should be used to aid in cleaning up the spill. The contaminated soil should be disposed of in an appropriate container, depending on its classification.
- Servicing and refuelling of vehicles must only be carried out at the construction camp.

C.17 Worker Conduct

Code of Conduct for Construction Personnel:

- Do not leave the construction site untidy and strewn with rubbish which will attract animal pests.
- Do not set fires.
- Do not cause any unnecessary, disturbing noise at the construction camp/site or at any designated worker collection/drop off points.
- Do not drive a construction-related vehicle under the influence of alcohol.
- Do not exceed the national speed limits on public roads or exceed the recommended speed limits on the site.
- Do not drive a vehicle which is generating excessive noise or gaseous pollution (noisy vehicles must be reported and repaired as soon as possible).
- Do not litter along the roadsides, including both the public and private roads.

- Do not pollute any water bodies (whether flowing or not).
- No member of the construction team is allowed to enter the areas outside the construction site.

C.18 Traffic Disturbances and Diversions

- Any traffic diversions must be undertaken with the approval of all relevant authorities and in accordance with all relevant legislation.
- Wherever possible, traffic diversion must only take place on existing disturbed areas and remain within the existing road reserve.
- Traffic diversion routes must be rehabilitated after use.

C.19 Vegetation

- Only vegetation falling directly on the route must be removed where necessary.
- Alien vegetation within the road reserve must be eradicated, and management measures must be implemented for future control of these species.
- Vegetation that has been removed from large areas (e.g. on traffic diversion routes) during construction must be replaced with indigenous vegetation after construction has been completed.

C.20 Waste Management

- All general, non-hazardous waste must be placed in a skip container and disposed of at a registered waste disposal site.
- The contractor is to ensure that the portable toilet facilities at the campsite are properly maintained and in working order.
- No disposal, or leakage, of sewage must occur on or near the site.
- All hazardous waste (e.g. oil, paint, empty lime bags, contaminated wash water, etc) must be stored in leakproof containers and disposed of at a registered hazardous waste disposal site.
- The contents of waste storage containers must, under no circumstances, be emptied to the surrounding area. In general, littering, discarding or burying of any materials is not allowed on site or along the route.
- Adequate waste receptacles must be available at strategic points around the construction camp and site for all domestic refuse and to minimise the occurrence of littering.
- Concrete rubble must be collected and disposed of as directed by the Project Manager.
- Each working area must be cleared of litter and building waste (e.g. rubble, wood, concrete packets, etc) on completion of the day's work.
- Any spill around the container(s) should be treated as per Section C.11 and C.16.

C3.3 PARTICULAR SPECIFICATIONS**PART D: OHSA 1993 HEALTH AND SAFETY SPECIFICATION****D1. SCOPE**

This specification covers the health and safety requirements to be met by the Contractor to ensure a continued safe and healthy working environment for all employees, subcontractors, the Employer, the Employer's Agent, inspectors and all other persons entering the site of works.

This specification shall be read in conjunction with the Occupational Health and Safety Act (Act No 85 and amendment Act No 181) 1993 and the corresponding Construction Regulations 2014, and all other safety codes and specifications referred to in the said Act and Construction Regulations. This include all relevant Covid19 regulations and protocols.

In terms of the OHSA Agreement in Section C1.4 of the Contract document, the status of the Contractor as mandatory to the Employer (client) is that of an employer in his own right, responsible for compliance with all provisions of OHSA 1993 and the Construction Regulations 2014.

This specification and the Contractor's own Health and Safety Plan as well as the Construction Regulations 2014, shall be displayed on site or made available for inspection by inspectors, the Employer, the Employer's Agent, subcontractors, employees, representative trade unions and any other persons entering the site of works.

D1.1 Information based on the Employer's baseline risk assessment

The information presented in this subclause D1.1 is based on the Employer's baseline risk assessment prepared specifically for this contract.

This information describes the type of work required in terms of this contract that will be accompanied by dangers, hazards and risks which the Contractor shall be required to identify, analyse, manage, monitor and review in terms of the Health and Safety Plan and risk assessments.

This information is neither prescriptive nor exhaustive, and is provided as a guideline to Tenderers in preparing their tender submissions, and to the successful Contractor as a basis for the preparation of the site specific risk assessments to be performed by the Contractor in terms of Construction Regulation 9.

Tenderers shall make their own assessment of the dangers, hazards and risks that can be expected during the course of this contract, which may include dangers, hazards and risks not identified in the baseline risk assessment, including those that may arise from specific methods of construction employed by the Contractor, and shall make due allowance in their tendered rates and prices for all costs related to complying with the provisions of the Act and Construction Regulations.

This information is given in good faith for the guidance of Tenderers, and no additional payment shall be made as a result of any inaccuracies, discrepancies or omissions contained therein.

The following aspects of this project carry the risk of possible injuries:

- Structure falling during assembly.
- Covid 19 infections.
- Working at heights.
- Operation and maintenance on the site of heavy plant such as excavators, overhead crane, bulldozers, front end loaders, tippers, TLBs, compaction equipment, rock breaking plant, water pumps, concrete mixers, ready mixed concrete trucks, batch plants, concrete pumps, compressors, pneumatic tools, generators, etc.
- Use on the site of power tools and hand tools.
- Handling of materials such as scaffolding, formwork, timber planks, steel wire, reinforcement, cement bags, concrete materials and hand stone.
- Storage and handling of flammable materials such as fuels, oils, adhesives, and painting and cleaning products.
- Storage and handling of herbicides and ant poisons.

- Risks related to general safety and security on site.
- Electrocution during commissioning.

Additional risks may arise from specific methods of construction selected by the Contractor which are not necessarily covered in the above.

D2. DEFINITIONS

For the purpose of this contract the following shall apply:

- (a) **Employer**” where used in the contract documents and in this specification, means the Employer as defined in the General Conditions of Contract 2015 and it shall have the exact same meaning as “**client**” as defined in the Construction Regulations 2014. “**Employer**” and “**client**” are therefore interchangeable and shall be read in the context of the relevant document.
- (b) “**Contractor**” wherever used in the contract documents and in this specification, shall have the same meaning as “**Contractor**” as defined in the General Conditions of Contract 2015.

In this specification the terms “**principal contractor**” and “**contractor**” are replaced with “**Contractor**” and “**subcontractor**” respectively.

For the purpose of this contract the **Contractor** will, in terms of OHSA 1993, be the mandatary, without derogating from his status as an employer in his own right.

- (c) “**Employer’s Agent**” where used in this specification, means the Employer’s Agent as defined in the General Conditions of Contract 2015. In terms of the Construction Regulations the Employer’s Agent may act as agent on behalf of the Employer (the client as defined in the Construction Regulations).

D3. TENDERS

This Health and Safety Specification forms an integral part of the Contract and Tenderers are required to use it during the tender phase for pricing the preparation of a project specific Health and Safety Plan prior to commencing any work and for pricing the costs of ensuring compliance thereto during construction. Tenderers must forward a copy of this Specification to all other persons or organisations that may be submitting prices to the Tenderer during the tender stage to enable them to include the cost of preparing their own Health and Safety Plan, relevant to their particular operation, and for compliance with the health and safety requirements during construction. Payment items are included in the Schedule of Quantities for compliance with the Occupational Health and Safety Act and Construction Regulations and with this Specification.

Tenderers are required to complete the Contractor’s Health and Safety Declaration’ in section T2.2 ‘Returnable Schedules’.

Failure to submit the foregoing with his tender and/or to provide realistic rates for relevant payment items will lead to the conclusion that the Contractor will not be able to carry out the work under the contract safely and in accordance with the Act and Construction Regulations.

D4. NOTIFICATION OF COMMENCEMENT OF CONSTRUCTION WORK

Where the contract meets the requirements of Construction Regulation 4, the Contractor shall, before commencement of the work and in accordance with the requirements of Regulation 4, notify the Provincial Director of the Department of Labour of the intention to carry out the construction work, using the pro forma form included as Annexure 2 to this Health and Safety Specification.

A copy of the notification form must be kept on site, available for inspection by inspectors, the Employer, the Employer’s Agent, subcontractors, employees, representative trade unions and any other persons on the site. A copy of the notification form shall also be kept on the health and safety file, and a further copy shall be forwarded to the Employer for his records.

D5. HEALTH AND SAFETY PLAN

Before commencement of any construction work, the Contractor shall prepare a project specific Health and Safety Plan complying with the requirements of Construction Regulation 7(1)(a) and this Health and Safety Specification.

The Health and Safety Plan must include a risk assessment performed and recorded in writing by a competent person as required in terms of Construction Regulation 9. The risk assessment shall identify and evaluate the risks and hazards that may be expected during the execution of the work under the contract, and it shall include a documented plan and applicable safe work procedures to mitigate, reduce or control the risks and hazards identified.

The Health and Safety Plan shall be available on site for inspection by inspectors, the Employer, the Employer's Agent, subcontractors, employees, representative trade unions, and health and safety representatives and committee members, and must be monitored and reviewed periodically by the Contractor.

D6. APPOINTMENT OF EMPLOYEES AND SUBCONTRACTORS**D6.1 Appointments**

The Contractor shall appoint in writing all employees.

The Contractor shall appoint in writing all subcontractors, and such appointments shall be in compliance with the requirements of Construction Regulation 7.

D6.2 Health and safety induction training

No person shall be allowed or permitted to enter the site of the works unless such person has undergone health and safety induction training pertaining to the hazards prevalent on the site.

The Contractor shall ensure that all employees under his control, including subcontractors and their employees, undergo health and safety induction training by a competent person before commencement of construction work in compliance with Construction Regulations 7(5) and 9(3) and (4).

The Contractor shall ensure that all visitors to the construction site undergo health and safety induction and are provided with the necessary personal protective equipment in compliance with Construction Regulation 7(6).

D6.3 Medical certificate of fitness

The Contractor shall ensure that every employee, including subcontractors and their employees, has a valid medical certificate of fitness issued in compliance with Construction Regulation 7(1)(g) or 7(8) as applicable.

D7. APPOINTMENT OF SAFETY PERSONNEL**D7.1 Construction manager**

Refer to Construction Regulation 8(1), (2), (3) and (4).

The Contractor shall appoint a full-time **construction manager** with the duty of managing all the construction work on the site, including the duty of ensuring occupational health and safety compliance.

The Contractor may also have to appoint one or more **assistant construction managers** to assist the construction manager where justified by the scope and complexity of the works.

D7.2 Construction health and safety officer

Refer to Construction Regulation 8(5) and (6).

Taking into consideration the size of the project and the dangers, hazards or risks that can be expected, the Contractor shall appoint in writing a full-time or part-time **construction health and safety officer** to assist in the control of all health and safety related aspects on the site. The construction health and safety officer shall be registered as required by the Chief Inspector of the Department of Labour and shall have the necessary competence and resources to perform his/her duties diligently.

D7.3 Construction supervisor

Refer to Construction Regulation 8(7), (8), (9) and (10).

The Contractor shall appoint a **construction supervisor** responsible for construction activities and ensuring occupational health and safety compliance on the construction site.

The Contractor may also have to appoint one or more competent employees to assist the construction supervisor where justified by the scope and complexity of the works.

D7.4 Health and safety representatives

In terms of **Sections 17 and 18 of the Act (OHSA 1993)** the Contractor, being the Employer in terms of the Act for the execution of the contract, shall appoint a **health and safety representative** whenever he has more than 20 employees in his employment on the site of the works. The health and safety representative must be selected from employees who are employed in a full-time capacity at a specific workplace.

The number of health and safety representatives for a workplace shall be at least one for every 50 employees.

The function of health and safety representative(s) will be to review the effectiveness of health and safety measures, to identify potential hazards and major incidents, to examine causes of incidents (in collaboration with his employer, the Contractor), to investigate complaints by employees relating to health and safety at work, to make representations to the employer (Contractor) or inspector on general matters affecting the health and safety of employees, to inspect the workplace, plant, machinery, etc. on a regular basis, to participate in consultations with inspectors and to attend meetings of the health and safety committee.

D7.5 Health and safety committee

In terms of **Section 19 of the Act (OHSA 1993)**, the Contractor (as employer) shall establish one or more **health and safety committee(s)** where there are two or more health and safety representatives at a workplace. The persons selected by the Contractor to serve on the committee shall be designated in writing.

The function of the health and safety committee shall be to hold meetings at regular intervals but at least once every three months, to review the health and safety measures on the contract, to discuss incidents related to health and safety with the Contractor and the inspector, to make recommendations regarding health and safety to the Contractor and to keep record of recommendations and reports made by the committee.

D7.6 Competent persons

The Contractor shall appoint in writing designated competent employees and/or other competent persons as required by the Act and Regulations. Such appointments shall be in accordance with the relevant applicable sections of the Act and Regulations as determined by the requirements of the contract.

A competent person may be appointed for more than one part of the construction work with the understanding that the person must be suitably qualified and able to supervise at the same time the construction work in all the work situations for which he has been appointed.

The appointment of competent persons to supervise parts of the construction work does not relieve the Contractor from any of his responsibilities for compliance with **all** requirements of the Construction Regulations.

D8. RECORDS AND REGISTERS

The Contractor is bound to keep records and registers related to health and safety on site as required by the relevant applicable sections of the Act and Regulations as determined by the requirements of the contract. Such records and registers shall be available for periodic inspection by inspectors, the Employer, the Employer's Agent, subcontractors, employees and representative trade unions.

D9. CONTRACTOR'S RESPONSIBILITIES

For this contract the Contractor will be the mandatary of the Employer (Client), as defined in the Act (OHSA 1993), which means that the Contractor has the status of employer in his own right in respect of the contract. The Contractor is therefore responsible for all the duties and obligations of an employer as set out in the Act (OHSA 1993) and the Construction Regulations 2014.

Before commencement of work under the contract, the Contractor shall enter into an agreement with the Employer (Client) in terms of C1.4 'Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993', to confirm his status as mandatary (employer) for the contract under consideration.

The Contractor is advised in his own interest to make a careful study of the Act and the Construction Regulations as ignorance of the Act and the Regulations will not be accepted in any proceedings related to non-conformance to the Act and the Regulations.

D10. MEASUREMENT AND PAYMENT

It is a condition of this contract that contractors who submit tenders for this contract shall make provision in their various tendered rates and prices for all costs related to the health and safety measures required in terms of the Act and Regulations during the construction process.

(a) Safety appointments

No separate additional payment will be made to cover the costs related to persons appointed as required in terms of the Act and Regulations to fulfil the various health and safety functions. Such persons include the construction manager, any assistant construction managers, the construction health and safety officer, the construction supervisor, any assistant construction supervisors, health and safety representatives, health and safety committee members and competent persons, all as referred to in subclauses D7.1 to D7.6 above.

The Contractor shall therefore make provision in the various tendered rates and prices for all costs related to such persons.

(b) Records and registers

The keeping of records and registers related to health and safety on site as described in clause E8 above shall be regarded as a normal duty of the Contractor for which payment shall be deemed to be included in the Contractor's various tendered rates and prices, and for which no separate additional payment will be made except to the extent provided in item B13.02 of the Schedule of Quantities.

(c) Medical certificates

No separate additional payment will be made to cover the costs related to obtaining the medical certificates of fitness required for every employee, including subcontractors and their employees, issued in compliance with Construction Regulation 7(1)(g) or 7(8) as applicable. The Contractor shall therefore make provision in the various tendered rates and prices for all costs related to such medical certificates.

C3.3 PARTICULAR SPECIFICATIONS**PART E: SMALL CONTRACTOR DEVELOPMENT****E1001 SCOPE**

This section covers construction aspects relating to the processes by which the construction industry develops emerging small contractors.

E1002 DEFINITIONS AND APPLICABLE LEGISLATION**(a) Definitions**

Unless inconsistent with the context, in these specifications the following terms, words or expressions shall have the meanings hereby assigned to them:

Contract Participation

Contract Participation in terms of this contract is a process by which the Employer implements Government's objectives by setting a target relating to small contractor development which the Contractor shall achieve as a minimum.

Contract Participation Goal (CPG)

Contract Participation Goal is the monetary value of the target set by the Employer in the Contract Participation process.

Contract Participation Performance (CPP)

Contract Participation Performance is the measure of the contractor's progress in achieving CPG.

Targeted Enterprise

A Targeted Enterprise is any company engaged by the Contractor as a subcontractor and which is registered with the Construction Industry Development Board (CIDB) in a grading ranging from 1CE to 3CE and which is registered by the CIDB as a Potentially Emerging (PE).

(b) Applicable Legislation

The following Acts, as amended from time to time, are predominant amongst those which apply to the construction industry and are listed here for reference purposes only:

- The Constitution of South Africa;
- Public Finance Management Act No.1 of 1999;
- Preferential Procurement Policy Framework Act No. 5 of 2000;
- Construction Industry Development Board Act No. 38 of 2000;
- Broad-Based Black Economic Empowerment Act No.5 of 2003.

E1002 CONTRACT PARTICIPATION**(a) Objective**

Government's objective for this contract in terms of broad-based black economic empowerment initiatives is to develop emerging small contractors that qualify as Targeted Enterprises as defined above.

(b) Contract Participation Targets

Contract participation is the process by which the Employer implements Government's objectives.

The Employer sets a target for construction by specified entities, the rand value of which is based on the services and work undertaken by the specified entities and measured as a percentage of the Contractor's final certified value of work completed (excluding VAT) measured at the date of issue of the Certificate of completion. The contractor is obliged to commit to or exceed the target stated in section C1.2.2 Contract data, Part A: Data provided by the Employer.

(c) Contract Participation Goal (CPG)

The CPG is the monetary value of the target set by the Employer and will be calculated as follows:

$$\text{CPG} = \text{final contract value (excluding VAT)} \times (\text{target \% set by the Employer for Targeted Enterprises}).$$

The final contract value is the total value of certified work measured at the date of issue of the Certificate of Completion.

(d) Contract Participation Performance (CPP)

The CPP is the monetary value of the Contractor's actual progress toward achievement of the CPG calculated as follows:

$$\text{CPP} = \text{total value (excluding VAT) of contribution by Targeted Enterprises}$$

The Contractor's Contract Participation Performance will be measured monthly in order to monitor the extent to which he is striving to reach the CPG. The basis of monitoring shall be the levels of the individual contributions for Targeted Enterprises. Monthly returns, in a format approved by the Employer, are required from the Contractor and shall be submitted with each interim payment certificate.

To assist in the measurement of CPP, the Contractor shall include in his contract programme details of how he will achieve CPG. The detail shall be provided not later than one month after the Employer's Agent has accepted the original construction programme and shall be updated with every subsequent revision of the programme.

In the event that the Contractor fails to achieve the Contract Participation Goal (CPG) and fails to provide reasons which may be acceptable to the Employer, the Contractor shall be liable for a penalty as prescribed in classes SCC 4.1.1 of section C1.2.1.2 Special Conditions of Contract. The penalty shall be calculated as follows:

$$\text{Penalty} = 10\% \text{ of the monetary value by which the achieved monetary value (CPP) falls short of the target monetary value (CPG)}$$

$$= 10\% \text{ of } (\text{CPG} - \text{CPP})$$

The penalty shall be applied on a pro rata basis according to a monthly evaluation of achievements against the programmed utilisation.

(e) Accredited Registration

CPP for Targeted Enterprises shall only be accepted if the respective Targeted Enterprises for which services or work is being claimed as having been performed are registered with the CIDB in one of the defined categories. In addition, documentary evidence that such Targeted Enterprise are registered with the South African Revenue Services (SARS) shall be lodged with the Employer's Agent before the work or service may be considered as having been performed by a Target Enterprise. The responsibility for producing evidence of such registration documentation shall rest with the Contractor.

(f) Record Keeping

The Contractor shall assume responsibility for the compilation and maintenance of comprehensive records detailing each Targeted Enterprise's progress during construction, starting from the award of a subcontract to a Target Enterprise until the successful completion of the subcontract work or termination of the subcontract.

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C4.1 LOCALITY PLAN

The various wards where work will be carried out are located under Moretele Municipality which falls within the jurisdiction of Bojanala Platinum District Municipality, in the North West Province.