



**TENDER REFERENCE: EED 03 -2022/23**

**TENDER FOR THE SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF LIGHTING MASTS, AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS**

**CIDB Category : 5EP or 5CE or 5ME or 5SL or higher CIDB Registered Contractors**

<b>ISSUED BY:</b>	<b>PREPARED BY:</b>
The Divisional Head <u>DEMAND</u> P O Box 6338 PRETORIA 0001  Tel: (012) 358 0303	Mr . Japhta Makgatha P.O. Box 423 PRETORIA 0001  Tel:(012) 358- 4217

Registered Name of Tenderer:	
Trading Name of Tenderer:	
Registration No. of Entity:	
Postal address of Tenderer:	
Contact Person:	CoT Vendor No:
Tel. No.	E-mail Address:
Cell No.	Fax No:
CIDB CRS Number(s):	

## CONTENTS OF VOLUME

<b>DESCRIPTION</b>		
<b><u>PORTION 1: TENDER</u></b>		
<b>PART T1</b>	<b>TENDERING PROCEDURES</b>	
	T1.1 TENDER NOTICE AND INVITATION TO TENDER	
	T1.2 TENDER DATA	
	T1.3 STANDARD CONDITIONS OF TENDER	
<b>PART T2</b>	<b>LIST OF RETURNABLE DOCUMENTS</b>	
<b><u>PORTION 2: CONTRACT</u></b>		
<b>PART C1</b>	<b>AGREEMENTS AND CONTRACT DATA</b>	
	C1.1 FORM OF OFFER AND ACCEPTANCE	
	C1.2 CONTRACT DATA	
	C1.3 FORM OF GUARANTEE	
	C1.4 GUARANTEE (CASH DEPOSIT)	
	C1.5 HEALTH AND SAFETY AGREEMENT	
<b>PART C2</b>	<b>PRICING DATA</b>	
	C2.1 PRICE INSTRUCTIONS	
	C2.2 PRICE SCHEDULE	
<b>PART C3</b>	<b>SCOPE OF WORK</b>	
	C3.1 DESCRIPTION OF THE WORKS	
	C3.2 HEALTH & SAFETY SPECIFICATION	

**PORTION 1: TENDER**

**PART T1: TENDERING PROCEDURES**

**CONTENTS**

T1.1 TENDER NOTICE AND INVITATION TO TENDER ..... 2

T1.2 TENDER DATA..... 3

T1.3 STANDARD CONDITIONS OF TENDER .....14



**T1.1 TENDER NOTICE AND INVITATION TO TENDER**  
THIS TENDER WILL ONLY BE AVAILABLE ON THE INTERNET

**EED 03-2022.23**  
**CITY OF TSHWANE**  
**ENERGY AND ELECTRICITY DEPARTMENT**

**TENDER FOR THE SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF LIGHTING MASTS, AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS**

.

Tenders are hereby invited for the above services.

Tenderers should have a CIDB contractor grading designation of 5 **EP** or 5 **CE** or 5 **ME** or 5 **SL** or higher..

Tenders will be received until **10:00** on **18 August 2022**. Tenders will be received on the closing dates and times shown, must be enclosed in sealed envelopes, bearing the applicable tender heading and reference number, as well as the closing time and due date, and must be addressed to:-

**THE CHIEF FINANCIAL OFFICER: FINANCE DEPARTMENT,**  
**SUPPLY CHAIN MANAGEMENT UNIT,**  
**PRETORIA, 0001**

Tenders must be submitted in the TENDER BOX situated at :

**Tshwane House**  
**320 Madiba Street**  
**Pretoria CBD**  
**0002**

Tenders will be opened at the latter address at the time indicated.

This tender will be evaluated according to points awarded for price and equity ownership by historically disadvantaged persons in the enterprise. The **90/10** Preference Point System will be applied to this tender.

A tender must remain open for a period of **90 days** from the closing date of submission of tenders, during which period the tender may not be amended or withdrawn and may be accepted by the Municipality at any time during this period.

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

.

**NOTICE 01 OF 2022.23**

## T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in **ANNEXURE F** of SANS 294: 2000, bound into Section T1.3

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

Reference to relevant clauses in Standard Conditions of Tender		Addition or Variation to Standard Condition of Tender
F.1.1	Actions	The Employer is <b>THE CITY OF TSHWANE</b> . The term “bid” in the context of this standard is synonymous with term “tender”.
F.1.2	Tender documents	<u>Volume 1: Tender Document</u>  This document in which are bound the Tendering Procedures, Returnable Documents, Agreements and Contract Data, Pricing Data, Scope of Work, Site Information and Additional Documents.
F.1.3	Interpretation	
<i>Add the following new clauses: “F.1.3.4”</i>		The Tender documents have been drafted in English. The contract arising from the invitation of tender shall be interpreted and construed in English.
F.1.3.4		The following words will have the same meaning:  • <b>CITY OF TSHWANE, COT or CTMM</b>
F.1.4	Communication and Employer’s Agent	Agent: Japhta Makgatha Tel: 012 358-4217 E-mail address: japhtama@tshwane.gov.za
F.1.5  F1.5.2	The employer’s right to accept or reject any tender offer	<b>Replace</b> the contents of the clause with the following:  The employer may subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work
<i>Add the following new</i>	Evaluation and	The City of Tshwane reserves the right to accept the whole

Reference to relevant clauses in Standard Conditions of Tender		Addition or Variation to Standard Condition of Tender
clause: "F.1.6.2.1	award of tender	or any portion of a tender.
F.2.1	Eligibility	Only those Tenderers who are registered with the CIDB, EP or ME or CE or SL at level 5, are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a class <b><i>specified in the scope</i></b> Class of construction work, are eligible to submit tenders.
		<p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> <li>1. Every member of a joint venture is registered with the CIDB within 10 days from the closing date of tenders;</li> <li>2. The lead partner has a contractor grading designation in the <b><i>class specified in the scope</i></b> Class of construction work; and</li> <li>3. The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor designation determined in accordance with the sum tendered for a <b><i>class sepecified in the scope</i></b> construction work, are eligible to submit tenders.</li> </ol>
F.2.2	Cost of tendering	<p><b><u>Add the following</u></b> to the clause:</p> <p>"Accept that the Employer will not compensate the tenderer for any costs incurred in attending interviews in the office of the Employer or the Employer's Agent."</p>
F.2.7	Site visit and clarification meeting	<p>Where applicable, details of the <b><u>compulsory</u></b> clarification meeting with a representative of the Employer are stated in the Tender Notice and Invitation to Tender.</p> <p>Confirmation of attendance will be recorded on site in the attendance register to be signed by all tenderers.</p>

Reference to relevant clauses in Standard Conditions of Tender		Addition or Variation to Standard Condition of Tender
F.2.8	Seek clarification	<p><b><u>Replace</u></b> the contents of the clause with the following:</p> <p>“Request clarification of the tender documents, if necessary, by notifying the Employer’s Official or the Employer’s Agent indicated in the Tender Notice and Invitation to Tender in writing at least seven working days before the closing time stated in the foregoing notice and clause 2.15.”</p>
F.2.9	Insurance	<p><b><u>Add the following</u></b> to the clause</p> <p>“Accept that the submission of a Tender shall be construed as an acknowledgement by the Tenderer that he is satisfied with, where applicable, the insurance cover the Employer will affect under the contract.”</p>
F.2.11	Alterations to documents	<p><b><u>Add the following</u></b> to the clause:</p> <p><b><u>“In the event of a mistake having been made on the price schedule, it shall be crossed out in ink and be accompanied by an initial at each and every price alteration.”</u></b></p> <p>If correction fluid has been used on any specific item price, such item will not be considered. Corrections in terms of price may not be made by means of correction fluid such as Tippex or similar product.</p> <p><b><u>No correction fluid may be used</u></b> in a Price Schedule where prices are calculated to arrive at a total amount. If correction fluid has been used, the tender as a whole will not be considered.</p> <p>The Municipality will reject the bid if corrections are not made in accordance with the above.”</p>
F.2.12	Alternative tender offers	<p><b><u>Alternative</u></b> offers will only be considered if tenderer(s) have submitted a fully completed main offer. For alternative offers a complete separate detailed activity, quantities and bill/price schedule must be submitted as a separate document.</p> <p>Tenderers must provide for each offer a typed copy on CD (not PDF format) of the above schedule with their offers.</p>
F.2.13	Submitting a Tender Offer	
F.2.13.2		Each Tenderer is required to return the complete set of documents as listed in Part T2 with all the required information supplied and completed in all respects.

Reference to relevant clauses in Standard Conditions of Tender	Addition or Variation to Standard Condition of Tender
F.2.13.4	<p><b><u>Add the following</u></b> to the clause:</p> <p>“Only authorised signatories may sign the original and all copies of the tender offer where required in terms of F.2.13.3</p> <p>In the case of a <b>ONE-PERSON CONCERN</b> submitting a tender, this shall be clearly stated.</p> <p>In case of a <b>COMPANY</b> submitting a tender, include a copy of a <b><u>resolution by its board of directors</u></b> authorising a director or other official of the company to sign the documents on behalf of the company.</p> <p>In the case of a <b>CLOSE CORPORATION</b> submitting a tender, include a copy of a <b><u>resolution by its members</u></b> authorising a member or other official of the corporation to sign the documents on each member’s behalf.</p> <p>In the case of a <b>PARTNERSHIP</b> submitting a tender, <b><u>all the partners</u></b> shall sign the documents, unless one partner or a group of partners has been authorised to sign on behalf of each partner, in which case <b><u>proof of such authorisation</u></b> shall be included in the Tender.</p> <p>In the case of a <b>JOINT VENTURE/CONSORTIUM</b> submitting a tender, include <b><u>a resolution</u></b> of each company of the Joint Venture together with a resolution by its members authorising a member of the Joint Venture to sign the documents on behalf of the Joint Venture.”</p> <p>In cases where the Tenderer has not submitted proof of authorisation with the Tender, the Employer reserves the right to, at any time after the closure of the Tender, but before the award of the Tender, request the Tenderer to provide proof of authorisation within 7 (seven) calendar days from date of notification.</p> <p><b><u>Accept that failure to submit proof of authorisation to sign the tender, shall result in a Tender Offer being regarded as non-responsive.</u></b></p>



Reference to relevant clauses in Standard Conditions of Tender	Addition or Variation to Standard Condition of Tender
F.2.13.5	<p>The identification details are:</p> <ul style="list-style-type: none"> <li>• ..... Correct tender reference no.</li> <li>• ..... Correct Tender description</li> <li>• ..... Correct closing time</li> <li>• ..... Correct due date</li> </ul> <p>Each tender shall be enclosed in a sealed envelope, bearing the correct identification details and shall be placed in the tender box located at:</p> <p><b>Tshwane House 320 Madiba Street Pretoria CBD 0002</b></p> <p>This address is 24 hours available for delivery of Tender offers.</p>
F.2.13.6	A two-envelope procedure will not be followed.
F.2.14	<p>Information and Data to be completed in all respects</p> <p><b><u>Add the following</u></b> to the clause</p> <p>“Accept that the Employer shall in the evaluation of tenders take due account of the Tenderer’s past performance in executing for similar building works of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the Works successfully within the contract period.</p>
	<p>Satisfy the Employer and Engineer as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, by furnishing details in Part T2 – Returnable Documents.</p> <p>Accept that the Employer is restricted in accordance with clause 4.(4) of the Constructions Regulations, 2003, to only appoint a contractor whom he is satisfied has the necessary competencies and resources to carry out the work safely.</p> <p>Accept that submitting inferior and inadequate information relating to health and safety (as required in clause F2.23) shall be regarded as justifiable and compelling reasons not to award a contract to a Tenderer.”</p>

Reference to relevant clauses in Standard Conditions of Tender		Addition or Variation to Standard Condition of Tender
F.2.15 F.2.15.1	Closing time	Details of the closing time for submission of tender offers are stated in the Tender Notice and Invitation to tender.
F.2.16 F.2.16.1	Tender Offer validity	<p>The Tender Offer validity period is <b>90 days</b>.</p> <p><b><u>Add the following</u></b> to the clause</p> <p>“If the tender validity expires on a Saturday, Sunday or public holiday, the Tender Offer shall remain valid and open for acceptance until the closure of business on the following working day.”</p>
F.2.17	Clarification of Tender Offer after Submission	<p><b><u>Replace</u></b> the contents of the clause with the following clause:</p> <p>“Provide clarification of a Tender Offer in response to a request to do so from the Employer during the evaluation of Tender Offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors resulting from the product of the unit rate and the quantity by the adjustment of certain line item totals. No change in the unit rate or prices or substance of the Tender Offer is sought, offered, or permitted. ”</p>
F.2.19	Inspections, tests and analysis	The Tenderer must provide access during working hours to his premises for inspections on request.
F.2.23	Certificates	Refer to part T2: Returnable Documents for a list of documents that are to be returned with the tender.

Reference to relevant clauses in Standard Conditions of Tender	Addition or Variation to Standard Condition of Tender
<p><i>Add the following new clause:</i></p> <p>"F.2.24"</p>	<p>Canvassing and obtaining of additional information by tenderers</p> <p>"Accept that no Tenderer shall make any attempt either directly or indirectly to canvass any of the Employers officials or the Employer's agent in respect of his tender, after the opening of the tenders but prior to the Employer arriving at a decision thereon."</p> <p>"No Tenderer shall make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders."</p>
<p><i>Add the following new clause:</i></p> <p>"F.2.25"</p>	<p>Prohibitions on awards to persons in service of the state</p> <p>"Accept that the Employer is prohibited to award a tender to a person</p> <ul style="list-style-type: none"> <li>a) who is in the service of the state; or</li> <li>b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or</li> <li>c) a person who is an advisor or consultant contracted with the municipality <u>or</u> municipal entity.</li> </ul> <p><b>"In the service of the state"</b> means to be –</p> <ul style="list-style-type: none"> <li>a) a member of – <ul style="list-style-type: none"> <li>• any municipal council;</li> <li>• any provincial legislature; or</li> <li>• the National Assembly or the National Council of Provinces;</li> </ul> </li> <li>b) a member of the board of directors of any municipal entity;</li> <li>c) an official of any municipality or municipal entity;</li> <li>d) an employee of any national or provincial department;</li> <li>e) provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);</li> <li>f) a member of the accounting authority of any national or</li> </ul>

Reference to relevant clauses in Standard Conditions of Tender	Addition or Variation to Standard Condition of Tender
	<p>provincial public entity; or</p> <p>g) an employee of Parliament or a provincial legislature.”</p> <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 – Returnable Documents must be completed.”</p>
<p><i>Add the following new clause:</i></p> <p>“F.2.26”</p> <p>Awards to close family members of persons in the service of the state</p>	<p>“Accept that the notes to the Employer’s annual financial statements must disclose particulars of any award of more than R2000 to a person who is a spouse, child or parent of a person in the service of the state (defined in clause 2.25), or has been in the service of the state in the previous twelve months, including –</p> <p>a) the name of that person;</p> <p>b) the capacity in which that person is in the service of the state; and</p> <p>c) the amount of the award.</p> <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 – Returnable Documents must be completed in full and signed.”</p>
<p><i>Add the following new clause:</i></p> <p>“F.2.27”</p> <p>Vendor registration</p>	<p>“Accept that each contractor is required to register as a supplier/ service provider on the City of Tshwane’s vendor register before any payment can be done. Accept that if the Tenderer is already registered as a vendor, it is required to record the vendor number in space provided on the cover page of this Tender document.</p>

Reference to relevant clauses in Standard Conditions of Tender	Addition or Variation to Standard Condition of Tender
	<p>Vendor registration documents are available from the Procurement Advice Centre or can be downloaded from <a href="http://www.tshwane.gov.za/procurement.cfm">http://www.tshwane.gov.za/procurement.cfm</a></p> <p>Accept that all parties of a joint venture or consortium submitting a tender shall comply with the requirements of this clause"</p>
<p><i>Add the following new clause:</i></p> <p>"F.2.28"</p>	<p>Tax Clearance Certificate</p> <p>"In the case of a Joint Venture/Consortium the tax clearance certificate must be for the Joint Venture/Consortium or individual valid tax clearance certificates for all the members of the Joint Venture/Consortium."</p>
<p>F.3.1</p> <p>Respond to clarification</p>	<p><b>Replace</b> the contents of the clause with the following:</p> <p>"Respond to a request for clarification received up to seven calendar days before the tender closing time stated in the tender data and notify all Tenderers who drew procurement documents"</p>
<p>F.3.4</p> <p>F.3.4.1</p> <p>Opening of Tender submissions</p>	<p>The time and location for the tender submissions are stated in the Tender Notice and Invitation to Tender.</p>
<p>F.3.11</p> <p>F.3.11.1</p> <p>F.3.11.3 (d) and (e)</p> <p>Evaluation of Tenders</p> <p>General</p>	<p>The tender evaluation method to evaluate all responsive tender offers will be <b>90/10</b>.</p> <p>Apply the 90/10 Preference Point system where a maximum of <b>Ninety (90)</b> tender adjudication point be awarded for price and a maximum of <b>Ten (10)</b> points for B-BBEE status level of contribution. Refer to Part T2 – Returnable Documents.</p> <p><b>Replace</b> the contents of the clauses with the following:</p> <p>The contract must be awarded to the tenderer who scores the highest points, unless objective criteria to justify the award to another tenderer</p>

Reference to relevant clauses in Standard Conditions of Tender		Addition or Variation to Standard Condition of Tender
F.3.11.2	Scoring Financial Offers	The maximum possible number of tender evaluation points awarded for the financial offer = $W_1 = 90$ The financial offer will be scored in terms of <b>FORMULA 2, OPTION 1</b> of the Standard Conditions of Tender (Section T1.3 of the document). Refer to Part T2 – Returnable Documents.
F.3.12	Insurance provided by the Employer	<b>Replace</b> the contents of the clause with the following: “If requested by any tenderer, submit for the tenderer’s information the policies or certificates of insurance (or both) which the Conditions of Contract identified in the Contract Data require the Employer to provide.”
F.3.13 F.3.13.1	Acceptance of Tender Offer	Tender offers will only be accepted if:  a) the Tenderer is able to produce a valid Tax Clearance Certificate issued by the South African Revenue Service;  b) the Tenderer is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges;  c) the Tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector, and  d) the Tenderer has not: i) abused the Employer’s Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect.  e) It is considered that the performance of the services will not be compromised through any conflict of interest.

Reference to relevant clauses in Standard Conditions of Tender		Addition or Variation to Standard Condition of Tender
F.3.18	Copies of Contract	One signed copy of contract shall be provided by the Employer to the successful Tenderer.

## **T1.3 STANDARD CONDITIONS OF TENDER**

### **TABLE OF CONTENTS**

T1.1	TENDER NOTICE AND INVITATION TO TENDER .....	2
T1.2	TENDER DATA .....	3
T1.3	STANDARD CONDITIONS OF TENDER .....	14
F.1	General .....	16
F.1.1	Actions .....	16
F.1.2	Tender Documents .....	16
F.1.3	Interpretation .....	16
F.1.4	Communication and employer's agent .....	17
F.1.5	The employer's right to accept or reject any tender offer .....	17
F.1.6	Procurement procedures .....	17
F.2	Tenderer's obligations.....	18
F.2.1	Eligibility .....	18
F.2.2	Cost of tendering .....	18
F.2.3	Check documents .....	18
F.2.4	Confidentiality and copyright of documents .....	19
F.2.5	Reference documents .....	19
F.2.6	Acknowledge addenda .....	19
F.2.7	Clarification meeting .....	19
F.2.8	Seek clarification .....	19
F.2.9	Insurance .....	19
F.2.10	Pricing the tender offer .....	19
F.2.11	Alterations to documents.....	20
F.2.12	Alternative tender offers .....	21
F.2.13	Submitting a tender offer .....	21
F.2.14	Information and data to be completed in all respects .....	22
F.2.15	Closing time .....	22
F.2.16	Tender offer validity .....	22
F.2.17	Clarification of tender offer after submission .....	22
F.2.18	Provide other material .....	22
F.2.19	Inspections, tests and analysis .....	23
F.2.20	Submit securities, bonds, policies, etc. ....	23
F.2.21	Check final draft .....	23
F.2.22	Return of other tender documents .....	23
F.2.23	Certificates.....	23
F.3	The employer's undertakings.....	23



---

F.3.1	Respond to requests from the tenderer .....	23
F.3.2	Issue Addenda .....	23
F.3.3	Return late tender offers .....	23
F.3.4	Opening of tender submissions .....	24
F.3.5	Two-envelope system.....	24
F.3.6	Non-disclosure.....	24
F.3.7	Grounds for rejection and disqualification.....	24
F.3.8	Test for responsiveness .....	24
F.3.9	Arithmetical errors, omissions and discrepancies .....	25
F.3.10	Clarification of a tender offer .....	25
F.3.11	Evaluation of tender offers.....	25
F.3.12	Insurance provided by the employer .....	28
F.3.13	Acceptance of tender offer.....	29
F.3.14	Notice to unsuccessful tenderers .....	29
F.3.15	Prepare contract documents.....	29
F.3.16	Issue final contract .....	29
F.3.17	Complete adjudicator's contract .....	29
F.3.18	Provide copies of the contracts .....	30
F.3.19	Provide written reasons for actions taken .....	30

## **CIDB STANDARD CONDITIONS OF TENDER**

*(July 2015 edition)*

As published in Annexure F of the cidb Standard for Uniformity for construction

Procurement, Board Notice 136 Government Gazette No 38960 of 10 July 2015

### **F.1 General**

#### **F.1.1 Actions**

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

**F.1.1.2** The employer and the tenderer and all their agents and employees involved in the

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

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

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

#### **F.1.2 Tender Documents**

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

#### **F.1.3 Interpretation**

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

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

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

- a) **conflict of interest** means any situation in which:
  - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
  - ii) an individual or organization is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or

- iii) incompatibility or contradictory interests exist between an employee and the organization which employs that employee.
- b) **comparative offer** means the tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- f) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

#### **F.1.4 Communication and employer's agent**

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

#### **F.1.5 The employer's right to accept or reject any tender offer**

**F.1.5.1** The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

**F.1.5.2** The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

#### **F.1.6 Procurement procedures**

##### **F.1.6.1 General**

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

##### **F.1.6.2 Competitive negotiation procedure**

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

**F.1.6.2.2** All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into

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

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

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

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

#### **F.1.6.3.1 Option 1**

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

#### **F.1.6.3.2 Option 2**

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

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

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

### **F.2.1 Eligibility**

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

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

### **F.2.2 Cost of tendering**

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

### **F.2.3 Check documents**

Check the tender documents on receipt for completeness and notify the employer of

any discrepancy or omission.

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

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

#### **F.2.5 Reference documents**

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

#### **F.2.6 Acknowledge addenda**

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

#### **F.2.7 Clarification meeting**

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data. Tender documents will not be made available at the site visit and/or clarification briefing session. Tender briefing and site visit shall be at the cost of the tenderer and only bidders that comply to the OHSA Occupational Health and Safety Act (1993) will be granted access into a Primary substation.

#### **F.2.8 Seek clarification**

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

#### **F.2.9 Insurance**

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

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

- F.2.10.1** Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.
- F.2.10.2** Show VAT payable by the employer separately as an addition to the tendered total of the prices.
- F.2.10.3** Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.
- F.2.10.4** State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

#### **F.2.11 Alterations to documents**

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

## **F.2.12 Alternative tender offers**

- F.2.12.1** Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.
- F.2.12.2** Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

## **F.2.13 Submitting a tender offer**

- F.2.13.1** Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.
- F.2.13.2** Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
- F.2.13.3** Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
- F.2.13.4** Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
- F.2.13.5** Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- F.2.13.6** Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- F.2.13.7** Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
- F.2.13.8** Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- F.2.13.9** Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

#### **F.2.14 Information and data to be completed in all respects**

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

#### **F.2.15 Closing time**

**F.2.15.1** Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

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

#### **F.2.16 Tender offer validity**

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

**F.2.16.2** If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period.

**F.2.16.3** Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

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

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

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

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

#### **F.2.18 Provide other material**

**F.2.18.1** Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

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



### **F.2.19 Inspections, tests and analysis**

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

### **F.2.20 Submit securities, bonds, policies, etc.**

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

### **F.2.21 Check final draft**

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

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

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

### **F.2.23 Certificates**

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

## **F.3 The employer's undertakings**

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

**F.3.1.1** Respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

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

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

### **F.3.2 Issue Addenda**

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

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

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

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

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

**F.3.4.2** Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, preferences claimed and time for completion for the main tender offer only.

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

### **F.3.5 Two-envelope system**

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

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

### **F.3.6 Non-disclosure**

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

### **F.3.7 Grounds for rejection and disqualification**

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

### **F.3.8 Test for responsiveness**

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

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

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

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,

- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

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

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

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

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

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

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

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

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

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

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

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

#### **F.3.11.1 General**

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

#### **F.3.11.2 Method 1:**

##### **Financial offer**

In the case of a financial offer:

- a) Rank tender offers from the most favourable to the least favourable comparative offer.
- b) Recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- c) Re-rank all tenderers should there be compelling and justifiable reasons not to recommend the highest ranked tenderer and recommend the highest ranked tenderer, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated.

#### **F.3.11.3 Method 2:**

##### **Financial offer and preference**

In the case of a financial offer and preferences:

- a) Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of F.3.11.7 and F.3.11.8.
- b) Calculate the total number of tender evaluation points (**TEV**) in accordance with the following formula:

$$\text{TEV} = \text{NFO} + \text{NP}$$

where: **NFO** is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

**NP** is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated

#### **F.3.11.4 Method 3:**

##### **Financial offer and quality**

In the case of a financial offer and quality:

- a) Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of F.3.11.7 and F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points (**TEV**) in accordance with the following formula:

$$\text{TEV} = \text{NFO} + \text{NQ}$$

where: **NFO** is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

**NQ** is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated.

**F.3.11.5 Method 4:  
Financial offer, quality and preferences**

In the case of a financial offer, quality and preferences:

- a) Score each tender in respect of the financial offer made, preference claimed, if any, and the quality offered in accordance with the provisions of F.3.11.7 to F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points (**TEV**) in accordance with the following formula:

$$TEV = NFO + NP + NQ$$

where: **NFO** is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;  
**NP** is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.  
**NQ** is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated.

**F.3.11.6 Decimal places** Score financial offers, preferences and quality, as relevant, to two decimal places.

### F.3.11.7 Scoring Financial Offers

Score the financial offers of remaining responsive tender offers using the following formula:

$$NFO = W1 \times A$$

where: **NFO** is the number of tender evaluation points awarded for the

**Table F.1: Formula for calculating the value of A**

Formula	Comparison aimed at achieving	Option 1 <sup>a</sup>	Option 2 <sup>a</sup>
1	Highest price or discount	$A = (1 + \frac{P - P_m}{P_m})$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = (1 - \frac{P - P_m}{P_m})$	$A = P_m / P$
<sup>a</sup> $P_m$ is the comparative offer of the most favourable comparative offer. $P$ is the comparative offer of the tender offer under consideration.			

financial offer.

**W1** is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data

**A** is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

### F.3.11.8 Scoring preferences

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences. Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

### F.3.11.9 Scoring quality

Score each of the criteria and sub criteria for quality in accordance with the provisions of the Tender Data. Calculate the total number of tender evaluation points for quality using the following formula:

$$NQ = W2 \times SO / MS$$

where: **SO** is the score for quality allocated to the submission under consideration;

**MS** is the maximum possible score for quality in respect of a submission, and

**W2** is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

### F.3.12 Insurance provided by the employer

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

### **F.3.13 Acceptance of tender offer**

- F.3.13.1** Accept the tender offer, if in the opinion of the employer, it does not present any unacceptable commercial risk and only if the tenderer:
- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
  - b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
  - c) has the legal capacity to enter into the contract,
  - d) is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
  - e) complies with the legal requirements, if any, stated in the tender data, and f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

**F.3.13.2** Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful tenderer as described in the form of offer and acceptance.

### **F.3.14 Notice to unsuccessful tenderers**

After the successful tenderer has acknowledged the employer's notice of acceptance, notify other tenderers that their tender offers have not been accepted.

### **F.3.15 Prepare contract documents**

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

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents,
- c) other revisions agreed between the employer and the successful tenderer, and
- d) the schedule of deviations attached to the form of offer and acceptance, if any.

### **F.3.16 Issue final contract**

Prepare and issue the final draft of the contract to the successful tenderer for acceptance as soon as possible after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any).

### **F.3.17 Complete adjudicator's contract**

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

**F.3.18 Provide copies of the contracts**

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

**F.3.19 Provide written reasons for actions taken**

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



## PART T2: LIST OF RETURNABLE DOCUMENTS

### CONTENTS

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

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

Document Name	Reference	Confirmation of Document Included (Tenderers may use this column to confirm documents have been completed and included in the tender)
Form of Offer and Acceptance	Section C1.1	
Declaration of interest in tender of persons in service of state	Form RDA1	
Declaration of Tenderer's past supply chain management practises	Form RDA2	
Declaration certificate for local production and content	Form RDA3	
Copy/s of Municipal Account/s of the tenderer and each Director/Member of the company or where applicable a copy of the lease agreement	-	

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

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

Document Name	Reference	Confirmation of Document Included (Tenderers may use this column to confirm documents have been completed and included in the tender)
Preference Points claim form in terms of the Preferential procurement regulations 2017 90/10 version)	Form RDB1	

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

**Note:** Failure to submit the applicable document will result in the Tenderer having to submit same upon request within 7 days and if not complied with, will result to the tender offer being disqualified from further consideration [See also clause 2.18 of the Standard Conditions of Tender]

Document Name	Reference	Confirmation of Document Included
Valid Tax Clearance Certificate	required	
Schedule of Tenderer's experience	Form RDC1	
Schedule of Proposed Subcontractors	Form RDC2	
Schedule of Plant and Equipment	Form RDC3	
Compliance with OHSA (Act 85 of 1993)	Form RDC4	
Record of services provided to organs of state	Form RDC5	
Company information for tenders greater than R 10 million	Form RDC6	
Classification of Business	Form RDC7	
Certificate of Authority of Signatory	Form RDC8	
Status of Concern Submitting Tender	Form RDC9	
Proof of Registration with the CIDB 5EP or 5CE or 5ME or 5SL in the applicable category or higher for section I Proof of Registration with the CIDB 5EP or 5CE or 5ME or 5SL in the applicable category or higher for section III	as required	
Certificate of independent bid determination	Form RDC10	
Bank Rating Report	Form RDC11	
Copy/ies of Municipal Account/s of the tenderer and each Director/Member of the company or where applicable a copy of the lease agreement	as required	
<i>As Required</i>		

## RD.D ADDITIONAL RETURNABLE DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

**Note:** Failure to submit the applicable document will result in the Tenderer having to submit same upon request within 7 days and if not complied with, will result to the tender offer being disqualified from further **consideration** [See also clause 2.18 of the Standard Conditions of Tender]

Document name	Reference	Confirmation of Document Included
First Programme and Method Statements	Form RDD1	
Estimated Monthly Expenditure on Contract Works by Tenderer	Form RDD2	

---

Key-Personnel / Management and Supervisory Staff	Form RDD3	
Quality Management Systems	Form RDD4	

**RD.E OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT**

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

Document Name	Reference	Confirmation of Document Included
Form of offer and acceptance	Section C1.1	
Contract data (Part 2: Data provided by the Contractors)	Section C1.2	
Activity Schedules / Bills of Quantities	Section C2	
Record of Addenda to Tender Documents	Form RDE1	
Proposed Amendments	Form RDE2	
Cost Price Adjustment (CPA) - Local Content (SEIFSA)	Form RDE3	
Cost Price Adjustment (CPA) – Imported Content (FOREX)	Form RDE4	
SCADA Operational Verification	Form RDE5	No not required

**RDA 1**  
**DECLARATION OF INTEREST IN TENDER OF PERSONS IN SERVICE OF STATE**

THIS FORM MUST BE COMPLETED IN FULL AND SIGNED. FAILURE TO COMPLY WILL RESULT IN THE TENDER BEING DISQUALIFIED.  
(Refer to Clauses 2.25 and 2.26 in the Tender Data)

1. Is the employer/owner of the bidder in the service of the state? **YES / NO (INDICATE)**

If so, state particulars:

.....

2. If the provider is not a natural person, whether any of its directors, managers, principal shareholders or stakeholder is in the service of the state, or has been in the service of the state in the previous twelve months: **YES / NO (INDICATE)**

If so, state particulars:

.....

3. Whether a spouse, child or parent of the provider or of a director, manager, shareholder or stakeholder referred to in subparagraph 2 is in the service of the state, or has been in the service of the state in the previous twelve months: **YES / NO (INDICATE)**

If so, state particulars:

.....

4. Is an employer / owner of the bidder a person who is an advisor or consultant contracted with the municipality or municipal entity: **YES / NO (INDICATE)**

If so, state particulars:

.....

5. Are the Tenderer or any of the members of the tendering entity involved in another entity for this particular tender: **YES / NO (INDICATE)**

If so, state particulars:

.....

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

**Person Authorized to sign Tender:** .....

**FULL NAME (BLOCK LETTERS):** .....

**SIGNATURE:** .....

**DATE:**

## RDA 2

### DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Municipal tender document must form part of all tenders invited.
2. It serves as a declaration to be used by Municipalities and Municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The tender of any Tenderer may be rejected if that Tenderer, or any of its directors have:
  - a. abused the Municipality's / Municipal entity's supply management system or committed any improper conduct in relation to such system;
  - b. been convicted for fraud or corruption during the past five years;
  - c. wilfully neglected, reneged on or failed to comply with any government, Municipal or other public sector contract during the past five years; or
  - d. been listed in the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004).
4. In order to give effect to the above, this form must be completed in full and signed. Failure to comply will result in the tender being disqualified. The following questionnaire must be completed and submitted with the tender:

ITEM	QUESTION	RESPONSE	
4.1	<p><b>Is the Tenderer, any of its directors listed on the National Treasurer's database as a company or persons prohibited from doing business with the public sector?</b> (Companies for persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied)</p>	Yes	No
	If so, furnish particulars:		
4.2	<p><b>Is the Tenderer 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, 2004 (Act 12 of 2004)?</b> (To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number 012-326-5445)</p>	Yes	No
	If so, furnish particulars:		
4.3	<p><b>Was the Tenderer or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?</b></p>	Yes	No
	If so, furnish particulars:		

4.4	<b>Was any contract between the Tenderer and the Municipality / Municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</b>	Yes	No
	If so, furnish particulars:		
4.5	<b>Does the tenderer or any of its directors owe any Municipal rates and taxes or Municipal charges to the Municipality/Municipal entity, or to any other Municipality/Municipal entity, that is in arrears for more than three months?</b>	Yes	No
	If so, furnish particulars:		

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

Person Authorized to sign Tender:

FULL NAME (BLOCK LETTERS):

SIGNATURE: .....

DATE: .....

.....

### FORM RDA 3

## MBD 6.2: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

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, 2011 and the South African Bureau of Standards (SABS) (as amended) approved technical specification number SATS 1286:201x.

#### 1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 9.(1) and 9.(3) make provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Regulation 9.(3) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.
- 1.4. Where necessary, for bids referred to in paragraphs 1.2 and 1.3 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.
- 1.5. 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.
- 1.6. The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

$$LC = 1 - \left( \frac{x}{y} \right) \times 100$$

Where

x imported content

y bid price 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 the South African Reserve Bank (SARB) at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid as required in paragraph 4.1 below.

#### 1.7. A bid will be disqualified if:

- The bidder fails to achieve the stipulated minimum threshold for local production and content indicated in paragraph 3 below; and.
- This declaration certificate is not submitted as part of the bid documentation.



## 2. DEFINITIONS

- 2.1. **“bid”** includes advertised competitive bids, written price quotations or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the 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).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

### 3. The stipulated minimum threshold(s) for local production and content for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

4. Does any portion of the services, works or goods offered have any imported content? YES / NO

- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.  
The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za).

Indicate the rate (s) of exchange against the appropriate currency in the table below:

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

**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: City of Tshwane**

NB 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.

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 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.

(c) The local content has been calculated using the formula given in clause 3 of SATS 1286, the rates of exchange indicated in paragraph 4.1 above and the following figures:

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

If the bid is for more than one product, a schedule of the local content by product shall be attached.

(d) I accept that the City of Tshwane has the right to request that the local content be verified in terms of the requirements of SATS 1286.

(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, may result in the City of Tshwane imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**FORM RDB 1**  
**MBD6.1: 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 The value of this bid is estimated to exceed R10 000 000 (all applicable taxes included) and therefore the 80/20 system shall be applicable.

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

Person Authorized to sign Tender:

FULL NAME (BLOCK LETTERS):

SIGNATURE: .....

DATE: .....

**1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION 10**

**Total points for Price and B-BBEE must not exceed 100**

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5. 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

- 2.1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **“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 services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“EME”** means any enterprise with annual total revenue of R5 million or less.
- 2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;

- 2.16 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

### 3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

### 4. POINTS AWARDED FOR PRICE

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

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

**80/20**

**or**

**90/10**

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

Where

$P_s$  = Points scored for comparative price of bid under consideration

$P_t$  = Comparative price of bid under consideration

$P_{\min}$  = Comparative price of lowest acceptable bid

## 5. Points awarded for B-BBEE Status Level of Contribution

- 5.1 In terms of Regulation 5 (2) and 6 (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>B-BBEE Status Level of Contributor</b>	<b>Number of points (90/10 system)</b>	<b>Number of points (80/20 system)</b>
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

**6. BID DECLARATION**

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

**7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1**

- 7.1 B-BBEE Status Level of Contribution: ..... = .....  
(maximum of 10 or 20 points)

**(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).**

## 8 SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted? YES / NO  
(delete which is not applicable)

8.1.1 If yes, indicate:

(i) What percentage of the contract will be subcontracted?  
.....%

(ii) The name of the sub-contractor?  
.....

(iii) The B-BBEE status level of the sub-contractor? .....

(iv) Whether the sub-contractor is an EME? YES / NO  
(delete which is not applicable)

## 9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of firm .....

9.2 VAT registration number .....

9.3 Company registration number  
.....

9.4 TYPE OF COMPANY/ FIRM

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

**[TICK APPLICABLE BOX]**

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
  - ☐ Supplier
  - ☐ Professional service provider
  - ☐ Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]**

9.7 MUNICIPAL INFORMATION

Municipality where business is situated  
.....

Registered Account Number .....

Stand Number .....



9.8 TOTAL NUMBER OF YEARS THE COMPANY/FIRM HAS BEEN IN BUSINESS?  
.....

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 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 paragraph 7, 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 contribution 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) Restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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 BIDDER(S)

DATE:.....

ADDRESS:.....

.....

.....

.....

**FORM RDB 2**  
**MBD6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL**  
**PROCUREMENT REGULATIONS 2017**  
**(90 / 10 VERSION)**

**PURCHASES**

---

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.**

---

**3. GENERAL CONDITIONS**

3.1 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).

3.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 90/10 system shall be applicable.

3.3 Preference points for this bid shall be awarded for:

- (c) Price; and
- (d) B-BBEE Status Level of Contribution.

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

	<b>POINTS</b>
<b>1.3.1.1 PRICE</b>	90
<b>1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	10
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5. 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

- 2.1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **“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 services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“EME”** means any enterprise with an annual total revenue of R5 million or less .
- 2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;

- 2.16 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

### 3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

### 4. POINTS AWARDED FOR PRICE

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

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

**80/20                      or                      90/10**

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

Where

$P_s$  = Points scored for comparative price of bid under consideration

$P_t$  = Comparative price of bid under consideration

$P_{\min}$  = Comparative price of lowest acceptable bid

## 6. Points awarded for B-BBEE Status Level of Contribution

- 5.1 In terms of Regulation 5 (2) and 6 (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>B-BBEE Status Level of Contributor</b>	<b>Number of points (90/10 system)</b>	<b>Number of points (80/20 system)</b>
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

**6. BID DECLARATION**

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

**7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1**

- 7.1 B-BBEE Status Level of Contribution: ..... = .....  
(maximum of 10 or 20 points)

**(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).**

## 8 SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted? YES / NO  
(delete which is not applicable)

8.1.1 If yes, indicate:

(i) What percentage of the contract will be subcontracted?  
.....%

(ii) The name of the sub-contractor?  
.....

(iii) The B-BBEE status level of the sub-contractor? .....

(iv) Whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

## 9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of firm .....

9.2 VAT registration number .....

9.3 Company registration number  
.....

9.4 TYPE OF COMPANY/ FIRM

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

**[TICK APPLICABLE BOX]**

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
  - ☐ Supplier
  - ☐ Professional service provider
  - ☐ Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]**

9.7 MUNICIPAL INFORMATION

Municipality where business is situated  
.....

Registered Account Number .....

Stand Number .....



---

9.8 TOTAL NUMBER OF YEARS THE COMPANY/FIRM HAS BEEN IN BUSINESS?

.....

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 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 paragraph 7, 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 contribution 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;
  - (f) Restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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
  - (g) forward the matter for criminal prosecution



## FORM RDC 1 SCHEDULE OF TENDERER'S EXPERIENCE

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

EMPLOYER, CONTACT PERSON AND TELEPHONE NUMBER.	DESCRIPTION OF CONTRACT	VALUE OF WORK INCLUSIVE OF VAT (RAND)	DATE COMPLETED
1. _____ _____ <i>(Name)</i> _____ <i>(Telephone Number)</i>	_____ _____ _____	_____ _____ _____	_____ _____ _____
2. _____ _____ <i>(Name)</i> _____ <i>(Telephone Number)</i>	_____ _____ _____	_____ _____ _____	_____ _____ _____
3. _____ _____ <i>(Name)</i> _____ <i>(Telephone Number)</i>	_____ _____ _____	_____ _____ _____	_____ _____ _____
4. _____ _____ <i>(Name)</i> _____ <i>(Telephone Number)</i>	_____ _____ _____	_____ _____ _____	_____ _____ _____
5. _____ _____ <i>(Name)</i> _____ <i>(Telephone Number)</i>	_____ _____ _____	_____ _____ _____	_____ _____ _____

**FORM RDC 2**

**SCHEDULE OF PROPOSED SUBCONTRACTORS**

You, the client, are hereby notified that it is our intention to employ the following Subcontractors for work on this contract.

If we are awarded a contract, we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

	NAME AND ADDRESS OF PROPOSED SUBCONTRACTOR	NATURE AND EXTENT OF WORK
1.		
2.		
3.		
4.		
5.		

**FORM RDC 3**  
**SCHEDULE OF 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 or will acquire or hire for this contract if my/our tender is accepted.

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

QUANTITY	DESCRIPTION, SIZE, CAPACITY, ETC.

(Attach additional pages if more space is required)

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

QUANTITY	DESCRIPTION, SIZE, CAPACITY, ETC.

(Attach additional pages if more space is required)

**FORM RDC 4**  
**COMPLIANCE WITH OHSA**  
**(Act 85 of 1993)**

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

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

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

**Person Authorized to sign Tender:**

FULL NAME (BLOCK LETTERS): .....

SIGNATURE: .....

DATE: .....

## FORM RDC 5

### RECORD OF SERVICES PROVIDED TO ORGANS OF STATE

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

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

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

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

#### **All services commenced or completed to an organ of state in the last five years**

#	Organ of state, i.e. national or provincial department, public entity, municipality or municipal entity.	Title of contract for the service	Value of contract for service incl. VAT (Rand)	Date completed (State current if not yet completed)
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				

(Attach additional pages if more space is required.)

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

**Person Authorized to sign Tender:**

FULL NAME (BLOCK LETTERS):

SIGNATURE:

DATE:

**FORM RDC 6**

**COMPANY INFORMATION FOR TENDERS GREATER THAN R4 MILLION**

1. The tenderer is required by law to prepare annual financial statements for auditing and is therefore requested to provide audited annual financial statements:

- for the past three years; or
- since their establishment if established during the past three years.

Indicate whether these have been included in the tender: **YES / NO**

2. Does the tenderer have any undisputed commitments for Municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days? **YES / NO**

If so, state particulars

.....

3. Have any contracts been awarded to the tenderer by an organ of state during the past five years? **YES / NO**

If so, state particulars

.....

4. Has there been any material non-compliance or dispute concerning the execution of such contract? **YES / NO**

If so, state particulars

.....

5. Is any portion of the goods or services expected to be sourced out from outside the Republic? **YES / NO**

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

.....

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

Person Authorized to sign Tender:

FULL NAME (BLOCK LETTERS):

SIGNATURE: .....

DATE: .....

.....



**FORM RDC 7**

**CLASSIFICATION OF BUSINESS**

1. **THE SMALL BUSINESSES ARE DEFINED IN THE NATIONAL SMALL BUSINESS ACT, 1996 (ACT 102 OF 1996).**

2. **INFORMATION FURNISHED WITH REGARD TO THE CLASSIFICATION OF THE SMALL BUSINESSES**

a. **Indicate** whether the company/entity is defined as a **small, medium or micro** enterprise by the National Small Business Act, 1996 (Act 102 of 1996). **YES / NO**

b. If the response to paragraph is **YES**, the following must be completed:

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

.....

ii. Size or class

.....

iii. Total full-time  
equivalent of paid employees

.....

iv. Total annual turnover

.....

v. Total gross asset value (fixed property excluded)

.....

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

---

The tenderer should substantiate the information provided above by submitting the following documentation:

- c. A letter from the tenderer's auditor or an affidavit from the South African Police Services confirming the correctness of the abovementioned information,
- d. Company profile indicating the tenderer's staff compliment, and
- e. 3-year financial statement or since their establishment if established during the past 3 years.

**“SCHEDULE”***(See definition of ‘small businesses’ in section)*

SIZE OF CLASS	THE TOTAL FULL-TIME EQUIVALENT OF PAID EMPLOYEES	TOTAL TURNOVER	TOTAL GROSS ASSET VALUE (FICED PROPERTY EXCLUDED)
<b>AGRICULTURE</b>			
Medium	100	R 5 mil	R 5 mil
Small	50	R 3 mil	R 3 mil
Very Small	10	R 500 000	R 500 000
Micro	5	R 200 000	R 100 000
<b>MINING AND QUARRYING</b>			
Medium	200	R 39 mil	R 23 mil
Small	50	R 10 mil	R 6 mil
Very Small	20	R 4 mil	R 2 mil
Micro	5	R 200 000	R 100 000
<b>MANUFACTURING</b>			
Medium	200	R 51 mil	R 19 mil
Small	50	R 13 mil	R 5 mil
Very Small	20	R 5 mil	R 2 mil
Micro	5	R 200 000	R 100 000
<b>ELECTRICITY, GAS &amp; WATER</b>			
Medium	200	R 51 mil	R 19 mil
Small	50	R 13 mil	R 5 mil
Very Small	20	R 5.1 mil	R 1.9 mil
Micro	5	R 200 000	R 100 000
<b>CONSTRUCTION</b>			
Medium	200	R 26 mil	R 5 mil
Small	50	R 6 mil	R 1 mil
Very Small	20	R 3	R 500 000
Micro	5	R 200 000	R 100 000
<b>RETAIL AND MOTOR TRADE &amp; REPAIR SERVICES</b>			
Medium	200	R 39 mil	R 6 mil
Small	50	R 19 mil	R 3 mil
Very Small	20	R 4 mil	R 600 000
Micro	5	R 200 000	R 100 000
<b>WHOLESALE TRADE, COMMERCIAL AGENTS AND ALLIED SERVICES</b>			
Medium	200	R 64 mil	R 10 mil
Small	50	R 32 mil	R 5 mil
Very Small	20	R 6 mil	R 600 000
Micro	5	R 200 000	R 100 000
<b>CATERING, ACCOMODATION AND OTHER TRADE</b>			
Medium	200	R 13 mil	R 3 mil
Small	50	R 6 mil	R 1 mil
Very Small	20	R 5.1 mil	R 1.9 mil
Micro	5	R 200 000	R 100 000
<b>TRANSPORT, STORAGE &amp; COMMUNICATIONS</b>			
Medium	200	R 26 mil	R 6 mil
Small	50	R 13 mil	R 3 mil
Very Small	20	R 3 mil	R 600 000
Micro	5	R 200 000	R 100 000
<b>FINANCE &amp; BUSINESS SERVICES</b>			
Medium	200	R 26 mil	R 5 mil
Small	50	R 13 mil	R 3 mil
Very Small	20	R 3 mil	R 500 000
Micro	5	R 200 000	R 100 000
<b>COMMUNITY, SOCIAL AND PERSONAL SERVICES</b>			
Medium	200	R 13 mil	R 6 mil
Small	50	R 6 mil	R 3 mil
Very Small	20	R 1mil	R 600 000
Micro	5	R 200 000	R 100 000

**FORM RDC 8**

**CERTIFICATE OF AUTHORITY OF SIGNATORY**

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

.....  
.....

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

Held at ..... (place)

On ..... (date)

**RESOLVED that:**

1. The Enterprise submits a Bid / Tender to the City of Tshwane in respect of the following project:

.....

(Project description as per Bid / Tender Document)

Bid / Tender Number: ..... (Bid/Tender No as per Bid/Tender Document)

2. Mr/Mrs/Ms: .....

In \*his/her capacity as: ..... (Position in the Enterprise)

And who will sign as follows:

.....  
be, and is hereby, authorised to sign the Bid/Tender, and any and all other documents and/or correspondence in connection with and relating to the Bid/Tender to the Enterprise mentioned above.

	NAME	CAPACITY	SIGNATURE
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

**NOTE:**

- \*Delete which is not applicable
- NB: This resolution must be signed by all the Directors/Members/Partners of the Bidding Enterprise
- Should the number of Directors/Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

**ENTERPRISE STAMP**

**CERTIFICATE OF AUTHORITY FOR JOINT VENTURES AND CONSORTIA**

This Returnable Schedule is to be completed by joint ventures.

*(Attach additional pages if more space is required.)*

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

Registered Name Of Firm	Reg. Number	% Of Contract Value	Address	Duly Authorized Signatory	Mark (x) Lead Partner

## FORM RDC 9 STATUS OF CONCERN SUBMITTING TENDER

### 1. General

State whether the tenderer is a company, a closed corporation, a partnership, a sole practitioner or a joint venture:

(Mark the appropriate option below)

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

### 2. Information To Be Provided

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

If the Tendering Entity is a:		Documentation to be submitted with the tender
6	Co-operative	CIPRO CR2 - Copies of Company registration document. (The percentage of work to be done by each partner must clearly be indicated on Form RDB1 (or RDB2 as applicable) of the tender document: MBD6.1 Preference Points Claim Form in terms of the Preferential Procurement Regulations 2001)
7	Joint Venture	All the documents (as described above) as applicable to each partner in the JV as well as a certified copy of the Joint Venture agreement. (The percentage of work to be done by each partner of the joint venture must clearly be indicated in the Joint Venture Agreement)

**Note:**

- 1.) If the shares are held in trust provide a copy of the Deed of Trust (only the front page and pages listing the trustees and beneficiaries are required) as well as the Letter of Authority as issued by the Master of the Supreme Court, wherein trustees have been duly appointed and authorised, must be provided.
- 2.) Include a copy of the Certificate of Change of Name (CM9) if applicable.

**3. Registered for Vat Purposes In Terms Of The Value-Added Tax Act, (Act Nr. 89 of 1991)**

(Make an X in the appropriate space below)

Yes

☐

No

☐

REGISTRATION NO:

.....

## RDC10

### INDEPENDENT BID DETERMINATION

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

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

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



## **CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

In response to the invitation for the bid made by:

---

(Name of Municipality/Municipal Entity)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorised by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorised by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder who:
  - a. Has been requested to submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - b. Could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently form, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement of arrangement with any competitor regarding:
    - a. Prices;
    - b. Geographical area where product of services will be rendered (market allocation);
    - c. Methods, factors of formulas used to calculate prices;
    - d. The intention or decision to submit or not to submit, a bid;
    - e. The submission of a bid which does not meet the specifications and conditions of the bid; or
    - f. Bidding with the intention not to win the bid.
  8. In addition, there have been no consultations, communications, agreements or arrangement with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
  9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or to the awarding of the contract.
  10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practises related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted form conduction business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.
- <sup>3</sup> Joint venture of Consortium means an associations of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

**Person Authorized to sign Tender:**

**FULL NAME** (BLOCK LETTERS): .....

**SIGNATURE:** .....

**DATE:** .....

**RDC11**

**BANK RATING REPORT**

**Banking Details:**

Bank: \_\_\_\_\_

Branch: \_\_\_\_\_

Name of Account: \_\_\_\_\_

Account No: \_\_\_\_\_

Type of Account: \_\_\_\_\_

*The Tenderer shall affix a Bank Rating Report, stamped and verified by the bank, to this page.*

**RDD 1****FIRST PROGRAMME AND METHOD STATEMENTS**

Attach as part of your tender submission a first programme with supporting method statements.

**Note:**

1. If the NEC3 Engineering and Construction Contract applies to the contract, the programme should include all the requirements of a programme submitted for acceptance per clause 31.2, together with any other information requested in the Scope of Work.

## FORM RDD 2

### ESTIMATED MONTHLY EXPENDITURE ON CONTRACT WORKS BY TENDERER

The tenderer shall, in the table below, state the estimated cash flow on the contract based on his preliminary programme, his tendered unit rates and his submission of payment certificates to the Employer. Amounts for Contract Price Adjustment shall not be included.

Payment Certificate No.	Amount (VAT Included)					Cumulative cash flow
	a	b	a-b			
	Payments Received	Expenditure		Net cash flow		
1	None		d		j=d	
2			e		k=j+e	
3			f		l=k+f	
4			g		m=l+g	
5			h		n=m+h	
6			etc		etc	
7						
8						
9						
10						
11						
12						
13						
14						
etc						
Maximum negative cash flow: take the largest negative number in the last column and write it here						

From what sources will you fund the above amount (e.g. funds internally available, bank overdraft, loan, partner (his source), etc.)

.....

.....

.....

.....

.....

**FORM RDD 3**

**KEY PERSONNEL / MANAGEMENT AND SUPERVISORY STAFF**

The Tenderer shall insert in the spaces below, the name of key personnel to be engaged on the Contract.

	NAME	CATEGORY *	LOCAL OR NON LOCAL
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			

*(Attach additional pages if more space is required.)*

- \* The Contractor shall fill in the various categories, e.g. Site, Agent, Foreman, Trainers, Plant Operators, Clerks, Technicians, Laboratory Assistants, etc as required.

### FORM RDD 4

### QUALITY MANAGEMENT SYSTEMS

Briefly describe the construction quality system incorporated by the tenderer in his organisation and which will be applicable to this Contract.

	Internal	External	Name of responsible Company /or Person (In case of Person give years' experience and qualification)
Survey: Setting out of the works and control			
Testing Laboratory			
Additional quality systems			

**FORM RDE 1**  
**RECORD OF ADDENDA TO TENDER DOCUMENTS**

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

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

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

Person Authorized to sign Tender:

FULL NAME (BLOCK LETTERS):

SIGNATURE:

DATE:

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



**FORM RDE 2**  
**PROPOSED AMENDMENTS**

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in **a covering letter to his tender and reference such letter in this schedule.**

The Tenderer's attention is drawn to clause 3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the Employer's handling of material deviations and qualifications.

PAGE	CLAUSE OR ITEM	PROPOSAL

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

**Person Authorized to sign Tender:**

FULL NAME (BLOCK LETTERS):

SIGNATURE:

DATE:

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

**FORM RDE 3**  
**COST PRICE ADJUSTMENT (CPA)**  
**LOCAL CONTENT (SEIFSA)**

Is/Are the tender price/s firm until the end of contract period? **(YES/NO)**

If not: .....

.....

.....

.....

**LOCAL CONTENT:**

Submit the cost factors which will be taken into account in the event of price increase/decrease, as well as the compilation of the tender price/s, i.e. cost price, transport cost, margin of profit, etc.

		INDEX FIGURE AND BASE DATE (E.G., SEIFSA TABLE E1)
Fixed	a= 0.1	
Material	b=	
Labour	c=	
Transport	d=	
Profit	e=	
Other		
Total	1	

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

Person Authorized to sign Tender:

FULL NAME (BLOCK LETTERS):

SIGNATURE: .....

DATE: .....

.....

**FORM RDE 4**  
**COST PRICE ADJUSTMENT (CPA)**  
**IMPORTED CONTENT (FOREX)**

Is/Are the tender price/s firm until the end of contract period? **YES/NO):**

If not:

**IMPORTED CONTENT:**

When the price/s is/are subject to the rate of exchange, submit the price basis on which the exchange rate will be based (e.g. F.O.B. value, fixed value in respect of foreign exchange, etc.)

(i) exchange rate upon which the bid price is based

.....

.....

.....

.....

(ii) What portion of the bid price (percentage or amount) will be affected by variations in the exchange rate?

.....

.....

.....

.....

**NB:** *Tenderers are also required to submit a bank statement or an auditor's report regarding the actual exchange rate in respect of the transaction value paid to the overseas supplier.*

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

Person Authorized to sign Tender:

FULL NAME (BLOCK LETTERS):

SIGNATURE: .....

DATE: .....

.....

**FORM RDE 5**  
**SCADA OPERATIONAL VERIFICATION**

**CITY OF TSHWANE**

This Certifies that the Supplier (Tenderer):.....  
.....

Product Description offered:.....  
.....  
.....

Has performed the required compatibility verification tests on site of the customer, the customer being: The City of Tshwane, Electricity Department, Power Management, Operational Systems SCADA, Capital Park, Pretoria.

The criteria for SCADA compatibility being:

ITEM	REQUIREMENT	VERIFIED YES/NO
1.	Interfacing with the front-end processor utilizing DNP3.3 protocol.	
2.	Digital input status verification to mapped points, 1bit and 2bit.	
3.	Digital output control verification to mapped points.	
4.	Analogue input verification to mapped points.	
5.	Transformer tap position indication, verification.	
6.	Sequence of events (SOE) with time stamping verification.	

These test were conducted on site on the:...../...../.....

Approved and Witnessed by the following role players:

- ☐ The Engineer, Tshwane, SCADA: ..... Date .....
- ☐ The Supplier, Tenderer: ..... Date .....
- ☐ Consulting Engineers: ..... Date .....

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

Person Authorized to sign Tender:

FULL NAME (BLOCK LETTERS):

SIGNATURE: .....

DATE: .....

## **PORTION 2: CONTRACT**

### **PART C1: AGREEMENTS AND CONTRACT DATA**

#### **CONTENTS**

C1.1	FORM OF OFFER AND ACCEPTANCE .....	2
C1.2.	CONTRACT DATA .....	7
C1.3	FORM OF GUARANTEE .....	18
C1.4	GUARANTEE (CASH DEPOSIT).....	21
C1.5:	HEALTH AND SAFETY AGREEMENT .....	22

## C1.1 FORM OF OFFER AND ACCEPTANCE

STAMP

### OFFER

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

**TENDER FOR THE SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF LIGHTING MASTS, AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS**

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

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

### THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS

#### SECTION 1

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

#### SECTION 2

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

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

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

CAPACITY of authorized agents: .....

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

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

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

## ACCEPTANCE

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

The terms of the contract, are contained in

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

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

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

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

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

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

*Notwithstanding anything contained herein, this agreement comes into effect two days after the submission by the Employer of one fully completed original copy of this document including the schedule of deviations (if any), to a courier-to-counter delivery / counter-to-counter delivery / door-to-counter delivery / door-to-door delivery / courier service (delete that which is not applicable), provided that the Employer notifies the Tenderer of the tracking number within 24 hours of such submission. Unless the Tenderer (now Contractor) within seven days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.*

NAME(S): ( BLOCK LETTERS) .....

CAPACITY of authorized agents: .....

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

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

WITNESSE(S): (Full name – BLOCK LETTERS – and signature)

1. ....

2. ....



## SCHEDULE OF DEVIATIONS

### Notes:

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

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

By the duly authorised representatives signing this agreement, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from the amendments to the documents listed in the Tender Data and addenda thereto as

listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

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

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

NAME(s): (in block letters)

CAPACITY of authorized agents:

SIGNATURE(s) of authorized agents:

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

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

1. ....

2. ....

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

NAME(s): (in block letters)

CAPACITY of authorized agents:

SIGNATURE(s) of authorized agents:

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

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

## **C1.2. CONTRACT DATA**

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

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

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

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

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

CLAUSE or SUB- CLAUSE	PARTICULAR CONDITION
	<p>within the Territorial Limits.</p> <ul style="list-style-type: none"> <li>b) From the time of unloading, dismantling or preparation at the Contract Site and thereafter until the Property Insured has been officially accepted by the Employer and becomes his responsibility by means of a notice of completion certificate or similar evidence of legal transfer of risk.</li> <li>c) During the contractual defects liability or Maintenance Period which shall not exceed the period reflected in the Schedule but only so far as the Contractors and/or Sub-Contractors may be liable for such loss or damage under the defects liability or maintenance condition/s of the Insured Contract.</li> <li>d) Removal of debris;</li> <li>e) Surrounding property;</li> <li>f) Work Away;</li> <li>g) Off Site Storage;</li> <li>h) Temporary repairs;</li> <li>i) Contribution Clause – Marine;</li> <li>j) Escalation during Contract Period;</li> <li>k) Post Loss Escalation;</li> <li>l) Automatic Reinstatement;</li> <li>m) Principals Maintenance;</li> <li>n) Property taken over;</li> <li>o) Beneficial Occupation;</li> <li>p) Escalation due to Currency fluctuation;</li> <li>q) Manufacturers Guarantees</li> </ul> <p>1.2 The Employer's insurer will indemnify the Contractor/Sub-contractor against all sums for which the Contractor/Sub-contractor shall become legally liable towards third party claimants to pay for and in</p>

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

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

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



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

CLAUSE or SUB- CLAUSE	PARTICULAR CONDITION
	<p data-bbox="376 360 829 394">9.6 <u>Contractor to pay deductibles</u></p> <p data-bbox="443 427 1417 595">Any claim in terms of the insurance affected by the Employer shall be subject to the Contractor being responsible for the payment of the amount stated in the Annexure to the Policies as being the deductible (first amount payable or Excess) as defined in the Certificate of Insurance issued by the Employer's insurer in terms of the Policy.</p> <p data-bbox="376 629 807 663">9.7 <u>SETTLEMENT OF CLAIMS</u></p> <p data-bbox="443 696 1422 831">All incidents reported to the Section: Insurance and Risk Management in respect of an occurrence, which is likely to give rise to a claim will be forwarded to the Employer's insurer who will take the necessary actions for the settlement of any such claims.</p> <p data-bbox="443 864 1437 1032">The Contractor <u>shall negotiate</u> for the settlement of claims with the Employer or the Employer's insurer through the Section: Insurance and Risk Management. The Employer's Chief Financial Officer will authorize all settlements of claims. The Contractor will also sign the Agreement of Loss document issued by the Insurer in order to settle the claims.</p> <p data-bbox="443 1066 1433 1301">Should action for the settlement of any such claim to the satisfaction of the Project Manager not be taken by the Contractor/sub-contractor within 30 (thirty) days after receipt of such claim by the Contractor/sub-contractor, the Employer or the Employer's insurer may settle any such claim, after giving the Contractor notice of its intention to do so; provided that no such claim shall be settled by the Employer or the Employer's insurer without first consulting the Contractor/sub-contractor.</p> <p data-bbox="443 1335 1430 1402">The foregoing provisions of this Sub-Clause shall apply <i>mutatis mutandis</i> to any such claim received by the Contractor directly.</p> <p data-bbox="443 1435 1437 1603">It is distinctly understood that should the Employer or the Employer's insurer not settle any such claim at the earliest opportunity, it shall in no way prejudice the Employer or the Employer's insurer's rights to recover from the Contractor nor shall the Contractor raise any such defence against the Employer or the Employer's insurer.</p> <p data-bbox="443 1637 1414 1839">Any moneys which become payable as a result of a claim under the insurance effected by the Employer shall be paid to the Employer after deduction of the deductible amount (first amount payable or Excess), who shall pay such amount to the Contractor or to the party rectifying, repairing or reinstalling or who has suffered the loss or damage, but this shall in no way affect the Contractor's obligations in terms of the Contract."</p>

### C1.2.3 DATA PROVIDED BY THE EMPLOYER

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

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

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

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

## C1.3 FORM OF GUARANTEE

WHEREAS

### THE CITY OF TSHWANE

(hereinafter referred to as the "Council"),

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

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

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

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

**NOW THEREFORE** we the undersigned .....

..... [full names of authorized agent(s)]

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

and .....

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

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

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

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

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

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

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

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

***Exceptio non numerate pecuniae***

***Exception non causa debiti***

***Beneficium duobus vel pluribus reis debendi***

***Beneficium ordinis deu excussionis***

***Beneficium Divisionis***

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

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

This document is not negotiable or transferable.

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

CAPACITY of authorized agents: .....

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

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

WITNESSE(s): (Full name – in block letters – and signature)

1. ....

2. ....

---

## **ANNEXURE A**

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

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



## C1.4 GUARANTEE (CASH DEPOSIT)

CONTRACT NO.: .....

Employer: **CITY OF TSHWANE**

Contractor: .....

Description of Contract: .....

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

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

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

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

FOR AND ON BEHALF OF ..... (Contractor)

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

CAPACITY of authorized agents: .....

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

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

WITNESS(s): (Full name – BLOCK LETTERS – and signature)

1. ....

2. ....

---

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

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

**THE CITY OF TSHWANE**

(Hereinafter referred to as the "EMPLOYER")  
AND

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

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

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

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

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

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

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

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

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

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

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

- c) The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedure, if any, imposed by the ACT and Regulations and the EMPLOYER expressly absolves the EMPLOYER from itself being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedure as the case may be.
- d) The CONTRACTOR agrees that any duly authorised officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with the undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to inspect any appropriate records held by the CONTRACTOR or to take such steps it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.
- e) The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigations, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such an investigation, complaint or criminal charge as the case may be.

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

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

CAPACITY of authorized agents: .....

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

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

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

1. ....

2. ....

# **TENDER FOR THE SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF LIGHTING MASTS, AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS**

## **1. INTRODUCTION**

This specification covers the City of Tshwane (CoT) requirements for lighting masts. The following services are required:

Section I: Supply, installation and commissioning of new lighting masts. AND Relocation, installation and commissioning of existing masts and Decommissioning and removal of mast to CoT auction/scrapyard.

Section II: Safety inspection and tests of lighting masts and associated equipment

## **2. RETENTIONS**

The CoT reserves the right to retain a percentage of the invoiced amount until the defect liability period has lapsed. The retention amount is 10% of the total invoice amount(VAT Exclusive), claimable at the expiry of defects liability certificate per specific project (single lighting mast installation). The defects liability period is 12 months starting on the date of commissioning of the lighting mast. The defect correction period is two weeks from the date of inspection.

The City of Tshwane shall pay for a fully completed project as per the job/ purchase order (that is the foundation, the erected mast complete with luminaire carriage and accessories, testing and commissioning of the highmast light). There will not be any partial payment from the City of Tshwane

## **3. COMPLIANCE TO OCCUPATIONAL HEALTH AND SAFETY REGULATIONS**

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

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

The unit of measurement shall be number of health and safety files provided.

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

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

The unit of measurement shall be number of days worked per 30 days calendar month.

Where the safety officer has worked for less than 30 day calendar month, a pro rata rate shall be calculated and used. (Normal hour rate shall apply)

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

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

The unit of measurement shall be per set of PPE for each person.

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

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

iv). Occupational Health and Safety training [Each]

The unit of measurement shall be per each person trained.

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

v). Provision of safety fences, signs and barricades

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

The unit of measurement shall be

1 Safety fence	[Per one mast project]
2 Safety signs	[Per one mast project]
3 Safety barricade	[Per one mast project]

## 5. STAGES OF EVALUATION

Stage 1: Administrative Compliance

Stage 2: Local Content

Stage 3: Technical Compliance

Stage 4: Functionality Criteria

Stage 5: Preference Point System

### 5.1 ADMINISTRATIVE COMPLIANCE

All the bids will be evaluated against the administrative responsiveness requirements as set out in the list of returnable documents.

### 5.2 LOCAL CONTENT (For SECTION I only)

Only locally manufactured products with a stipulated threshold for local production and content will be considered

If the quantity, input materials and/ or components of steel power pylons, monopole pylons, steel substation structures, power line hardware street lighting steel poles, and lattice towers and masts required cannot be wholly sourced from South Africans based manufactures to achieve the designated local content threshold at any particular time, bidders should request and obtain written exemption from the DTI. Such exemption applications should be submitted and such approvals should be obtained prior to the closure of the bids concerned.

To ensure that local production and content is discharged on manufacturing activities, the following steel structures have been designated

Product for designation	Minimum Local Content
Steel power pylons	100%
Monopole Pylons	100%
Steel substation structures	100%
Powerline hardware (listed in Appendix A)	100%
Street lighting steel poles	100%
Street lattice tower and mast	100%

### 5.3.1 MANDATORY REQUIREMENTS FOR SECTION I

**The following documents must be submitted with the tender.**

- The mast design approved by an ECSA registered professional engineer.
- A detailed drawing of the mast in the operational and lowered state approved by ECSA registered Engineer/Technologist.
- Details of ECSA registered Engineer/Technologist (Geotechnical and structural) (Technical schedule A and B) and ECSA registration certificates.
- Project leader qualification (B-Tech or higher qualification: Civil or Mechanical or structural or Electrical engineering)
- Test Technician qualification (Qualified artisan (Trade test certificate) or National Diploma or higher qualification: (Civil or Mechanical or structural or Electrical engineering.
- Installation and construction specialist (N-Dip: Electrical/civil/structural/mechanical Engineering or higher qualifications or Qualified artisan (Trade test certificate)
- Copy of SANS 475 test reports and photometric datasheet of LED luminaire offered.
- Safety officer (Registration with South African Council for the Project and Construction Management Professions (SACPCMP). Submit Valid Certified Copy)
- Submission of safety plan. (The plan must be in line with the safety specification)
- Submit proof of CIDB grading, any of the following grading or higher: 5EP or 5ME or 5SL or 5CE.

**Note: Failure to comply with the requirements as stipulated above will regard the tender as non-responsive and will lead to in a tenderer being disqualified.**

### 5.3.2 MANDATORY REQUIREMENTS FOR SECTION II

The following documents must be submitted with the tender.

- a) Project leader qualification (B-Tech or higher qualification: Civil or Mechanical or structural or Electrical engineering)
- b) Test Technician qualification (Qualified artisan (Trade test certificate) or National Diploma or higher qualification: (Civil or Mechanical or structural or Electrical engineering.
- c) Safety officer (Registration with South African Council for the Project and Construction Management Professions (SACPCMP). Submit Valid Certified Copy)
- d) Submission of safety plan. (The plan must be in line with the safety specification)

**Note: Failure to comply with the requirements as stipulated above will regard the tender as non-responsive and will lead to in a tenderer being disqualified.**

### 5.4.1 FUNCTIONALITY CRITERIA FOR SECTION I

#### SCORECARD FOR FUNCTIONALITY

	CRITERIA	SUB-CRITERIA	SCALE	WEIGHT	HIGH POSSIBLE SCORE
1	Relevant Experience of Company: i.e. supply, delivery, installation, testing and commissioning of lighting masts. (Number of highmasts lights erected) Copies of testimonials or signed reference letters from the clients in company letterhead to be attached.	10 – 20 masts Above 21 – 35 Above 35 masts	1 3 5	6	30
2	Experience of key staff:				
	Project Leader: Attach CV's indicating years of experience	3-5 years 6 years and above	1 2	5	10
	Test Technician Leader: Attach CV's indicating years of experience	3-5 years 6 years and above	1 3	5	15

	CRITERIA	SUB-CRITERIA	SCALE	WEIGHT	HIGH POSSIBLE SCORE
	Installation and construction specialist: Attach CV's indicating years of experience	3-5 years 6 years and above	1 3	5	15
	Safety Officer. Attach CV's indicating years of experience	3-5 years 6 years and above	1 3	5	15
3	Local Economic Participation - Location of Business Municipal Rates & Taxes not older than three months or Valid Lease Agreement in the name of the company or name of director.	Outside Gauteng Within Gauteng Within City of Tshwane	1 2 3	5	15
	HIGHEST POSSIBLE SCORE				100

- (a) The CoT reserves the right to contact references submitted by the bidder. ( The CoT reserves the right to do reference check)
- (b) Bids that do not achieve a minimum score of 70 points (out of 100) for functionality will not be evaluated further and will not be considered further.

#### 5.4.1 FUNCTIONALITY CRITERIA FOR SECTION II

##### SCORECARD FOR FUNCTIONALITY

	CRITERIA	SUB-CRITERIA	SCALE	WEIGHT	HIGH POSSIBLE SCORE
1	Relevant Experience of Company: i.e. testing of lighting masts (Number of highmasts lights tested). Copies of testimonials or signed reference letters from the clients in company letterhead to be attached.	10 – 20 masts Above 21 – 35 Above 35 masts	1 3 5	6	30
2	Experience of key staff:				



	CRITERIA	SUB-CRITERIA	SCALE	WEIGHT	HIGH POSSIBLE SCORE
	Project Leader: Attach CV's indicating years of experience	3-5 years 6 years and above	1 3	5	15
	Test Technician Leader: Attach CV's indicating years of experience	3-5 years 6 years and above	2 4	5	20
	Safety Officer. Attach CV's indicating years of experience	3-5 years 6 years and above	1 3	5	15
3	Local Economic Participation - Location of Business Municipal Rates & Taxes not older than three months or Valid Lease Agreement in the name of the company or name of director.	Outside Gauteng Within Gauteng Within City of Tshwane	2 3 4	5	20
	HIGHEST POSSIBLE SCORE				100

- (a) The CoT reserves the right to contact references submitted by the bidder. ( The CoT reserves the right to do reference check)
- (b) Bids that do not achieve a minimum score of 70 points (out of 100) for functionality will not be evaluated further and will not be considered further.

## 5.5 PREFERENTIAL POINT SYSTEM

The 90/ 10 point system as prescribed in Preferential Procurement Regulation 2017 is as follows;

- (i) **Price** **90 points**  
(ii) **B-BBEE Contributor level** **10 points**

## 6. SUBCONTRACTING

The successful tenderer must subcontract a minimum of 30% of the value of the contract to EME's and QSE's.

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

- i. The main contractor shall issue the subcontractor with a written instruction in the construction site book for each work required.
- ii. The main and subcontractor shall both sign the construction site book for each entry.
- iii. The sub subcontractor shall make an entry into the site book on completion of each sub-contracted work.
- iv. The subcontractor shall provide his own personnel protective equipment PPE, tools and equipment for the duration of the contract period.
- v. The main contractor must make provision for supervision for of subcontractors in the tendered price.

## **7. VALIDITY PERIOD**

The validity period for the tender after closure is 90 days.

## **8. MARKET ANALYSIS**

The city of Tshwane reserves the right to conduct market analysis. Should the city exercise this option, Where a tenderer offers a price that is deemed not to be viable to supply goods or services as required, written confirmation will be made with the tenderer if they will be able to deliver on the price, if a tenderer confirm that they cannot, The tenderer will be disqualified on the basis of being non-responsive. If they confirm that they can deliver, a tight contract to mitigate the risk of non-performance will be entered into with the service provider. Further action on failures by the supplier to deliver will be handled in terms of the contract including performance warnings and listing on the database of restricted suppliers.

The city further reserves the right to negotiate a market related price with a tenderer scoring the highest points. If the tenderer does not agree to a market-related price, the city reserves the right to negotiate a market-related price with the tenderer scoring the second highest points, if the tenderer scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the third highest points. If a market-related price is not agreed, the city reserves the right to cancel the tender.

## **SECTION I: TECHNICAL SPECIFICATION**

### **Supply, installation and commissioning of new lighting masts**

#### **I. Scope**

This section covers the requirements for the supply, installation and commissioning of new 30m and 40m lighting masts.

#### **II. Normative references**

The latest editions of the standards listed below apply:

- a. SANS10225:2012 - The design and construction of lighting masts.
- b. SANS 10142: 2012 - Wiring of premises: Part 1: Low-voltage installations.
- c. SANS 475:2010 - Luminaires for floodlighting - Performance requirements.
- d. GMS/GPRS wireless communication systems - Mast door access management system.
- e. Occupational Health and Safety Act and Regulations.
- f. SANS 1921-1: 2004- Construction and management requirements for works contracts Part 1: General engineering and construction works
- g. SANS 1921- 4: 2004 - Construction and management requirements for works contracts Part 4: Third-party management support in works contracts
- h. SANS 1921 – 5: 2004 - Construction and management requirements for works contracts Part 5: Earthworks activities which are to be performed by hand
- i. SANS 1186 :2015 Symbolic safety signs Part 1: Standard signs and general requirements
- j. SANS 62305-3: 2011 Physical damage to structures and life hazard
- k. SANS 1063: Earth rods, couplers and connections

#### **III. Definitions and abbreviations**

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

- |      |      |  |
|------|------|--|
| i.   | COC: | Certificate of compliance (SANS10142); |
| ii.  | CoT: | City of Tshwane                        |
| iii. | DB:  | Distribution box                       |
| iv.  | DTI  | Department of trade and industry       |

v.	ECSA:	Engineering Council of South Africa;
vi.	EE:	Energy Efficient
vii.	GIS:	Geographic Information System
viii.	GMS:	Global system for mobile communication;
ix.	GPS:	Global Positioning System
x.	GPRS:	General packet radio services;
xi.	HHU:	Hand Held Unit
xii.	HPS:	High pressure sodium;
xiii.	LED:	Light Emitting Diode
xiv.	OHSA:	Occupational Health and Safety Act and Regulations;
xv.	PECU:	Photo Electric Control Unit
xvi.	RD:	Returnable documents;
xvii.	SANS:	South African National Standard

### Soil types

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

## IV. Requirements

The successful bidder must ensure that soil bearing pressure samples for the foundation design are done by an ECSA registered engineer (Geotechnical engineer). The successful bidder must ensure that the mast is designed by an ECSA registered engineer (Structural engineer).

Design requirements for new lighting masts

Bidders are required to complete Schedule B, Annexure A. The clauses below refer to SANS 10225 and must to be read in conjunction with SANS 10225. The requirements of SANS 10225 apply together with the requirements listed below:

Alternative option for mast door access: In order to prevent unauthorized access and curb vandalism, bidders are required to quote on a GSM operated mast door access management system in the Pricing Schedule. Details of the requirements for the mast door access management system are stated in section 6 below.

After the tender is awarded, the successful bidder shall manufacture and test a prototype lighting mast which shall be demonstrated to the EED Technical Services section for approval before full scale production can commence. This demonstration shall include:

- i. Lighting mast operation;
- ii. Raising, lowering and docking of the luminaire carriage;
- iii. Operation of the luminaire carriage docking system;
- iv. Maintenance procedures such as lamp, luminaire and photocell replacement;
- v. Winch operation and maintenance.
- vi. Luminaire performance
- vii. Locking of the high mast door, including locking using GSM.

A handing over certificate containing the information as listed in Documentation is required for each completed lighting mast before payment can be made.

Deformation, Deflection and Stability: The requirements of SANS 10225 apply.

Design details: The requirements of SANS 10225 apply.

Documentation: The requirements of SANS 10225 apply.

Inspection: The requirements of SANS 10225 apply.

Materials: The steel used for mast fabrication shall be stated in Schedule B.

The requirements of SANS 10225 apply. Clause 4.5.2 to 4.5.3:

Corrosion protection, paints and protective coatings : Lighting masts and luminaire carriage shall be galvanized. All other parts shall be corrosion resistant.

## **V. Design loads**

The requirements of SANS 10225 apply together with the following:

The mast design shall include the luminaire ring gear load. The design shall be performed by an ECSA registered engineer. A copy of the signed design shall be submitted with the Returnable Documents.

Terrain categories

The requirements of SANS 10225 apply.

Category 3 shall apply.

Local effects on wind speed: The requirements of SANS 10225 apply.

Luminaires and luminaire carriage

Luminaire carriage and docking system

**The luminaire carriage shall be equipped and constructed as follows:**

- a) The 30m mast shall have nine LED Floodlight luminaires (278W or lower wattage with minimum of 120 lm/W) including auxiliary equipment
- b) The 40m mast shall have six LED Floodlight luminaires (470W or lower wattage with minimum of 130 lm/W) including auxiliary equipment.
- c) Detail of LED floodlight luminaires offered shall be stated in Schedule B.
- d) Luminaire carriage: consist of two sections, bolted together to facilitate removal.
- e) Luminaire carriage brake - Clause 18 (2) of the Driven Machinery Regulations refers – a) power driven lifting machine shall be supplied with a brake to prevent uncontrolled downward movement. Detail of braking system offered shall be stated in Schedule B.
- f) The mast pole must have a stopping frame to prevent the luminaire carriage from free fall.
- g) A visual indicator, indicating that the luminaire carriage has reached its fully raised (docked) position, shall be provided in the base compartment of the mast.
- h) For servicing, the luminaire carriage shall be lowered to approximately 1,8m above the mast base flange.
- i) A supporting bracket shall be provided for the luminaire carriage in its lowered position, permitting the disconnection of the hoist cables. One bracket shall be provided per contract.
- j) The luminaire carriage shall be balanced in a stable horizontal position and shall be provided with self-aligning soft surface rollers or skids preventing damage to the mast finishes during raising and lowering operation.

- k) Suspension rope pulleys shall be fitted with self-lubricated maintenance-free bearings.
- l) Pulleys, carrying ropes or electrical cables, shall be provided with close fitting rope guards to retain the ropes or cables in the grooves when operating either loaded or slack. The guards shall be securely located to prevent movement.

## **VI. Design verification**

The requirements of SANS 10225 apply together with the following:

Reinforced mast door openings

- a. The lighting mast door opening shall be protected by a vandal proof, close fitting recessed hinged door, incorporating a vermin-proof ventilation opening sealed against the weather.

The door shall have a heavy duty latch to firmly hold the door in the closed position. A padlock locking facility shall be provided and it shall not possible to break off the padlock by means of a crow-bar or similar tool. A suitable padlock cover of dimension 225 x 125 x 95 shall be welded to the mast door.

## **VII. Construction**

The requirements of SANS 10225 apply together with the following:

Fabrication: The requirements of SAN10225 apply.

Assembly: The requirements of SAN10225 apply.

Foundations: The requirements of SAN10225 apply together with the following:

For tender purposes, a mast foundation design for a soil bearing pressure of 100 kPa is required.

The soil bearing pressure shall be determined for each location and this data shall be used in the design of the mast foundation. The mast foundation must be designed by an ECSA registered engineer. The ECSA registration of the geotechnical engineer must be stated in Schedule B.

The lighting mast foundation design shall be included in the handing over certificate.

Additional excavations and concrete shall be performed at the rates indicated in the Price Schedules.

Erection: The requirements of SANS 10225 apply together with the following:

Lighting mast erection shall be carried out under the supervision of an competent supervisor in accordance with the requirements of the OHSA: Construction Regulations.

Particulars of the qualification and competency of supervisor shall be stated in Schedule B.

#### Labeling of masts

Each lighting masts shall be supplied with an identification plate which shall comply with the following:

- i. Mast identification plate ID: plate size: A3 size anodized aluminium with reflective background, refer SANS 1186;
  - a) Manufacturer's name;
  - b) Year and month of manufacture and commissioning
  - c) Serial number;
- ii. CoT logo size: 80mm x 80mm; and
- iii. Mast Number / ID plate letter height: 100mm.

The mast ID shall be fixed to the mast shaft at a height of 2,5m above the flange facing the road, by means of four bolts. The CoT site agent shall provide the numbers.

Electrical installation: The requirements of SANS 10225 apply together with the following:

The power supply cable to each mast shall be provided by the CoT. The SP shall terminate and connect the supply cable and test the electrical installation before handover.

#### Electrical cables

- a) Luminaire power supply: A heavy duty trailing cable that complies to SANS 1520-1 shall be supplied and installed between the mast DB and the luminaire carriage.
- b) Trailing cable termination: Both ends of the cable shall be fitted with adequately rated, 3-phase neutral and earth, plug-in connectors to match the socket outlet at the mast distribution board and an identical socket outlet mounted in/on a weatherproof, corrosion resistant terminal box on the luminaire carriage.

#### Cable access:

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

An electrical DB shall be designed to perform the mast functions. The DB shall comply with the requirements of SANS 10142-1. Detail of the DB manufacturer and electrical Installation inspector responsible for the COC shall be stated in Schedule B.

The DB shall be equipped as follows:



- a. 60A T/P main switch;
- b. 20A S/P Earth leakage unit for socket outlet;
- c. 20A S/P MCB for each phase;
- d. 5A S/P MCB for bypass;
- e. 5A S/P MCB for contactor switch;
- f. 420V, 60A contactor;
- g. 20A T/P 3-pin socket outlet;
- h. 30A T/P socket for 40m mast;
- i. 20A socket for 30m mast;
- j. 10kA , 10A Surge arresters for each phase;
- k. Earth bar;
- l. Neutral bar.

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

PECU: The photo electric control unit shall be installed in a removable galvanized metal cover, 4m above ground level. Photocells shall comply with the requirements of SANS 1777. A timer switch must also be installed.

#### 7.9.6 Test lead

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

#### Floodlight luminaires

The selection of the correct floodlight luminaire is essential in order to achieve an optimum lighting design of the area to be illuminated. A lighting design, indicating the radius distance in meters from the base of the mast at which 1 Lux, 3 Lux and 5 Lux and the average minimum illumination level is achieved using a minimum number of floodlight luminaires of the ratings: 470W and 278W LED floodlight luminaires. Design detail shall be submitted in Annexure B.

The luminaires shall comply with the requirements of SANS475 for LED luminaires and shall display the SABS certification mark for approved performance shown by an "A" enclosed by a diamond. Luminaires shall be connected on alternate phases.

Mast door access management system: Alternative option:

In addition to the requirements for the reinforced mast access door outlined in item 6, bidders are required to submit a proposal for the provision of a mast door access management system designed to prevent mast vandalism. Requirements for this system are outlined below:

- i)\_The ability to provide single access management in real time to remote CoT master station by means of an programmable electronic or hand held unit (HHU) comprising a smart key system making use of GMS/GRPS wireless communication;
- ii)\_Visual, GIS (Geographic Information System) and GPS (Global Positioning System) based application;

iii)\_Wireless communication with lock for remote lock activation for opening or closing by means of a programmable electronic HHU or smart key;

iv)\_Powerless locks – no batteries or slave motor for door opening required;

v)\_Provide audit trail (date and time record) of programmable electronic or smart key to a master station;

vi) \_Software requirements for the master station;

Detail of the mast door access management system to be stated in Schedule B of the Returnable Documentation including the electromechanical lock if applicable.

Earthing and lightning protection: The requirements of SANS 10225 apply together with the following:

Allowance shall be made for the installation of two earth rods (SANS1063), installed directly underneath each mast before the casting of the foundation. The earth rod resistance shall be measured in the presence of the CoT site agent. The test result shall be included in the handing over certificate. Additional earth rod(s) shall be installed, at the tariff quoted in the Schedule of Quantities, if required.

Recommended earth resistance: SANS 62305-3: 5.4: 10 ohm or lower. Detail of qualification and competency of the person responsible for the installation of the earth rods shall be stated in Schedule B.

### **Tolerances**

The requirements of SANS 10225 apply.

### **Testing**

General: The requirements of SANS 10225 apply together with the following:

Test certificates: The requirements of SANS 10225 apply.

Shop fabrication: The requirements of SANS 10225 apply.

Welding: The requirements of SANS 10225 apply.

Winches ropes and hydraulic equipment: The requirements of SANS 10225 apply.

Foundations: The requirements of SANS 10225 apply together with the following:

Concrete test cubes shall be taken for each mast location and shall be tested by an approved test authority. The test result shall be included in the handing over certificate. Detail of the concrete test facility shall be stated in Schedule B.

Compressive bearing pressure for concrete.

The design grade and strength for the concrete foundations shall comply with the requirements of SANS 10100-1: clause 4.1.5 – Table 2). Detail of design concrete strength shall be stated in Schedule B.

## **Operating and maintenance equipment**

The requirements of SANS 10225 apply.

Winch-operated mast:

Suspension and winch ropes : The requirements of SANS 10225 apply together with the following:

The lighting mast base shall accommodate a double drum winch for hoisting of the luminaire ring gear.

Electric drive mechanism

The electric power tool, incorporating a torque limiting device, for operation of the winches shall be suitable for operation on a 230V, 50Hz, single-phase supply. An operating handle, incorporating a torque limiting device, shall be supplied for manual operation of the winch.

It shall be possible to support the power tool in its operating position for remote control at a distance of 5 meter. The equipment shall be suitable for site use and shall be complete with interconnecting cables and plug.

Personnel hoist: The requirements of SANS 10225 apply.

## **Contract Documentation**

The successful bidder shall provide the following information to the CoT site agent during the contract period:

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

- i. Mast design (SANS 10225).
- ii. Mast foundation design (SANS 10100-1).
- iii. Soil bearing pressure report.
- iv. Result of concrete cube test (SANS 10225).
- v. Lightning protection installation: Earth rod resistance.
- vi. Luminaires in working order and aiming angles set.
- vii. Test certificates certifying the load rating of winches, ropes hydraulic equipment and site test as well as insulation resistance test of flexible cables. (SANS 0225).
- viii. Full height lowering and hoisting of luminaire carriage;
- ix. Electrical installation: DB and associated cabling, COC for distribution board (OHSA).
- x. "As Built" drawing(s).
- xi. The Pre-Commissioning Checklist is required to be completed by the contractor prior handing over and before payment is made.

### Annexure A.1

#### ITEM 1 and 2: TENDER FOR THE SUPPLY, DELIVERY, INSTALLATION TESTING AND COMMISSIONING OF LIGHTING MASTS

**SCHEDULE A: Purchasers specific requirements**

**SCHEDULE B: Particulars of equipment offered**

**NOTE: Bidders are required to complete Schedule B, i.e bidders must state what they are offering in schedule B in relation to what is required on the left columns. Failure to complete this table in full will disqualify the bidder.**

SANS0225 clause	DESCRIPTION	SCHEDULE A	SCHEDULE B
	<b>Section I - Supply, installation and commissioning of new lighting masts</b>		
4.1	Supplier of mast?	STATE	
4.1	Manufacturer of mast?	STATE	
5.1.1	Name and ECSA number of mast design engineer?	STATE	
4.5.1	Steel used for the manufacture of the masts?	Grade S355W steel	Grade S355W steel
4.5.4	Detail of galvanizing offered?	STATE	
5.5.4.2.1	Detail of brake DM clause 18?	STATE	
6	Design verification in accordance with guidelines?	STATE	
7.5.2	Name of ECSA number of Geotechnical Engineer (soil samples)?	STATE	
7.5.2	Name of laboratory where strength of concrete test cubes are tested?	STATE	
7.5.2	Design strength of concrete foundation – Mpa?	STATE	
7.7	Erection supervision person designated to supervise mast erection?	STATE	
7.9.3	Manufacturer of distribution board?	STATE	
7.9.3	Provide detail of person responsible for the electrical installation and completion of COC?	STATE	
7.9.3	Wireman registration number?	STATE	
7.9.7.1	470W or lower LED Floodlight luminaires		
	Manufacturer of luminaire?	STATE	

<b>SANS0225 clause</b>	<b>DESCRIPTION</b>	<b>SCHEDULE A</b>	<b>SCHEDULE B</b>
	Catalogue/model number?	STATE	
	Luminaire rating (W)?	470 W or lower	
	Luminaire efficacy (lm/W)	Min 130 lm/W	
	Warranty in years	STATE	
	Life expectancy in years	STATE	
7.9.7.2	278W or lower LED Floodlight luminaires		
	Manufacturer of luminaire?	STATE	
	Catalogue/model number?	STATE	
	Luminaire rating?	278W or lower	
	Luminaire efficacy (lm/W)	Min 120lm/W	
	Warranty in years	STATE	
	Life expectancy in years	STATE	
	<b>Section I Alternative offer.</b>		
7.9.8	Mast door (Alternative offer for access management system)		
7.9.8	Programmable electronic or smart key HHU offered?	STATE	
7.9.8	GIS and GPS application offered?	STATE	
7.9.8	Method of communication with lock?	STATE	
7.9.8	Detail of lock opening and closing offered?	STATE	
7.9.8	Audit trail of programmable electronic or smart key offered?	STATE	
7.9.8	Provide detail of offer and submit with the tender	STATE	
7.10	Detail of lightning design?	STATE	
7.12	Testing		
7.12.2	Test certificate numbers for mast steel?	STATE	
7.12	Qualifications and competency of testing supervisor?	STATE	
7.14.1	Documentation		

<b>SANS0225 clause</b>	<b>DESCRIPTION</b>	<b>SCHEDULE A</b>	<b>SCHEDULE B</b>
7.14.1	Copy of Safety plan included in the tender?	STATE	
7.14.1	Qualifications and competency of construction supervisor?	STATE	
OHSA	Documentation: Driven Machinery Regulations		
CR6	Qualifications and competency of construction safety officer?	STATE	
Capacity	Number of masts that can be provided and delivery period per month?	STATE	

Annexure B.1

**TENDER FOR THE SUPPLY, DELIVERY, INSTALLATION TESTING AND COMMISSIONING OF LIGHTING MASTS**

**Floodlight luminaire – 30m and 40m mast**

**SCHEDULE A: Purchasers specific requirements**

**SCHEDULE B: Particulars of equipment offered**

**NOTE: Bidders are required to complete Schedule B, i.e bidders must state what they are offering in schedule B in relation to what is required on the left columns. Failure to complete this table in full will disqualify the bidder.**

Item no	DESCRIPTION	SCHEDULE A	SCHEDULE B
	30m and 40m Lighting design (SANS098-1)		
	470W or lower		
1	5 Lux - level: radius from the base of the mast?	STATE	
2	3 Lux - level: radius from the base of the mast?	STATE	
3	1 Lux - level: radius from the base of the mast?	STATE	
4	Minimum average in Lux	STATE	
5	Luminaire aiming angle?		
	278W or lower		
5	5 Lux - level: radius from the base of the mast?	STATE	
6	3 Lux - level: radius from the base of the mast?	STATE	
7	1 Lux - level: radius from the base of the mast?	STATE	
8	Minimum average in Lux	STATE	
9	Luminaire aiming angle?		

SIGNATURE OF BIDDER: .....

## **Relocation, installation and commissioning of existing masts**

### **I. Scope**

This specification covers the relocation of 30m and 40m lighting masts within the CoT boundaries, decommissioning and removal of mast to City of Tshwane (CoT) auction/scrapyard. Relocation and removal of existing masts from various manufacturers such as Sectional Poles (PTY) LTD and ZOI Fall (PTY) LTD is required and shall be priced per kilometer or 100m sections thereof.

The scope of work includes:

- relocation of pulleys on top,
- mechanical structure
- Transport to the new location
- Ring recertification
- Recertification of the mast pole
- re-commissioning as per Section I

### **II. Normative references**

The latest editions of the standards listed below apply:

The standards listed in Section I apply – together with the following;

Occupational Health and Safety act and Regulations 85 of 1993

### **III. Definitions and abbreviations**

The definitions and abbreviations of the specifications as listed in normative references shall apply to this specification.

### **IV. Requirements**

The successful bidder shall be responsible for the relocation and removal of existing lighting masts in accordance with the national specification standards, Construction Regulations of the Occupational Health and Safety act and Regulations 85 of 1993. The following services are required:

Dismantling of the mast and transportation to new CoT site.

The SP shall design and install a lighting mast foundation in the position as specified by the CoT project manager.

Removal of lighting mast:

- a)\_The CoT shall disconnect the cable and electricity supply to the mast.
- b)\_The SP shall dismantle the mast, luminaire ring gear and electrical DB, associated wiring and cabling,  
The luminaire carriage (ring gear),



- a. Luminaires and any other equipment to enable safe transport to a new site.
- b. Transportation of the lighting mast to site for the new site or auction yard.
- c. Installation of lighting mast (complete with ring gear and luminaires) in new location: the successful bidder shall erect the lighting mast on a new foundation designed for the new location. CoT will reconnect the power cable.
- d. The requirements of Section I, Construction shall apply before the relocated mast is handed over to the CoT site agent.

## **V. Contract Documentation**

The bidder shall submit the following information with the tender: Failure to submit these documents shall disqualify the tender from this section (section iii).

- a) Health and safety plan. The health and safety plan must be in line with the health and safety specification in this document.
- b) Provide detail and qualification of construction safety officer (Construction Regulations) in Schedule B.
- c) Provide detail and qualifications of the construction supervisor responsible for the construction and demolition work in Schedule B.

The SP shall provide the following information to the CoT site agent during the contract period:

The following tests and inspections are required at commissioning stage:

- a) Earthing rod resistance test at every mast.
- b) Luminaires in working order.
- c) Luminaire aiming angles/setting.
- d) Full length lowering and hosting of luminaire carriage.
- e) Test of switch socket outlet and earth leakage relay.

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

- a) Mast foundation design (SANS 10100-1).
- b) Soil bearing pressure report.
- c) Result of concrete cube test (SANS 10225).
- d) Lightning protection installation: Earth rod resistance.
- e) Luminaires in working order and aiming angles set.
- f) Test certificates certifying the load rating of winches, ropes hydraulic equipment and site test as well as insulation resistance test of flexible cables. (SANS 0225).
- g) Full height lowering and hoisting of luminaire carriage;
- h) Electrical installation: DB and associated cabling, COC for distribution board (OHSA).

- i) "As Built" drawing(s).
- j) The Pre-Commissioning Checklist is required to be completed by the contractor prior handing over and before payment is made.

### Annexure A.3

TENDER FOR THE SUPPLY, DELIVERY, INSTALLATION TESTING AND COMMISSIONING OF LIGHTING MASTS

**SCHEDULE A: Purchasers specific requirements**

**SCHEDULE B: Particulars of equipment offered**

**NOTE: Bidders are required to complete Schedule B, i.e bidders must state what they are offering in schedule B in relation to what is required on the left columns. Failure to complete this table in full will disqualify the bidder.**

	Specification SANS10225	Section III Relocation of existing masts		
1	7.7	Provide qualifications and competency of person supervising the mast erection and demolition? (CR-6/12).	state	
2	7.10	Lightning protection: Installation design: Provide qualifications and competency of person responsible for design?	state	
	OHSA	Documentation: Construction regulations		
5	CR6	Copy of health and safety plan attached?	Attach	
6	CR6	Qualifications and competency of construction safety officer?	Attach	

SIGNATURE OF BIDDER: .....

## Section II: TECHNICAL SPECIFICATION

### Safety inspection and tests of lighting masts and associated equipment

#### I. Scope

This section covers the CoT requirements for inspections and testing of existing lighting masts in accordance with the national standards and statutory requirements of the OHS act.

#### II. Normative references

The latest editions of the standards listed below apply:

- a. NRS 089-5-1:2009 Maintenance of electricity networks – Part 5: High masts.
- b. ARP 035 2013 Guidelines for the installation and maintenance of street lighting.
- c. Occupational Health and Safety act and Regulations 85 of 1993.

#### III. Definitions and abbreviations

The definitions and abbreviations of the specifications as listed in normative references shall apply to this specification.

#### IV. Requirements

4The successful bidder shall be suitably qualified in the inspection and/or maintenance of high mast lighting installations and shall be responsible for the inspection and record keeping in accordance with the Occupational Health and Safety act and Regulations 85 Of 1993 (Driven Machinery Regulations) on existing high mast lighting installations. The following services are required:

##### PART A: MECHANICAL INSPECTION

##### ITEM 2. 1: INSPECTION TESTING AND REPAIR OF FOUNDATION

Description
Cracks In Foundation
Any Cracks In Grouting
Any Lose Foundation Nut
Check Welding On Nuts
Earth Strap Connected To Earth Bar And To Pole
Cracks In Welding On Base Plate

PTO/

#### ITEM 2.2.1: INSPECTION TESTING AND REPAIR OF DOOR

Description
Is Door Secure
Do The Door Line Up Correctly
First Stage Lock Ok
Second Stage Lock Ok

#### ITEM 2.2.2 INSPECTION TESTING AND REPAIR OF POLE

Description
Condition Of Welding Pole
D/N Switches (Zoi Photocell)
D/N Switches (Roy Thompson)
Silicon Sides On D/N Switches
Secure Safety Cable On Br

#### ITEM 2.3 INSPECTION, TESTING AND REPAIR OF HYDRAULIC DEVICES

#### ITEM 2.4 INSPECTION, TESTING AND REPAIR OF WINCH DRIVE

#### ITEM 2.5 ISSUING OF MECHANICAL CERTIFICATE

### PART B: ELECTRICAL INSPECTION

#### ITEM 2.6 INSPECTION, TESTING AND REPAIR OF DISTRIBUTION BOARD

Description
Main CB 63a 3 Pole Isolator
Lights 20 A 1pole ( 4 CB)
Control CB 5 A 1 Pole (2CB)
Contactor 240 Volt
Contactor 380 Volt
All CB Secured In DB
Socket Outlet Secured On DB
E/L Unit In DB
DB Secured On Back Plate
DB Cover Closed

Check For Lose Connections
Cables On DB Must Gland
Check Socket Feed To      Luminaires
Check Neutral Bar
Check Earth Bar

## ITEM 2.7 INSPECTION, TESTING AND REPAIR OF FITTINGS

Description
Check Lamp Connections
Check Wire Connections In Holder
Check Wire Connections In Bal/Box
Check Gland On Bal/Box
Check All Glands      Connections
No Lose And Open Ends
Check Holders

## ITEM 2.8 INSPECTION, TESTING AND REPLACEMENT OF LAMPS

## ITEM 2.9 INSPECTION, TESTING AND REPAIR OF TRAILING CABLES

## ITEM 2.10 ISSUING OF COC

- i. Inspections of the high mast lighting structure, ropes, machinery and safety devices in accordance with the OHSA Driven Machinery Regulations (DMR5).
- ii. Completion of the Examination items list and keeping of a register in accordance (ARP035-10.3.2.1);
- iii. The SP must provide CoT with written notice of any non-conformances relating to the high mast lighting installation;
- iv. Bidders must submit unit rates for all items inspection, testing and maintenance in the tender document Pricing Schedule.

## V. Contract Documentation

The successful bidder shall submit the following information with the tender:

- a) Accreditation and training of the high mast lighting inspector.

Provide detail of qualification and competency of person responsible for the inspection and maintenance of high mast lighting installations, lifting machines and standing steel structures and foundations, in Schedule B.

- b) The successful bidder shall provide the following information to the CoT site agent during the contract period:

- i)\_Register of records of full particulars of tests and examination performed.
- ii)\_Copy of documentation (soft and hard copy) shall be handed to the CoT site agent.

## Annexure A.2

**ITEM 1 and 2: TENDER FOR THE SUPPLY, DELIVERY, INSTALLATION TESTING AND COMMISSIONING OF LIGHTING MASTS**

**SCHEDULE A: Purchasers specific requirements**

**SCHEDULE B: Particulars of equipment offered**

**NOTE: Bidders are required to complete Schedule B, i.e bidders must state what they are offering in schedule B in relation to what is required on the left columns. Failure to complete this table in full will disqualify the bidder.**

Item	Specification <b>SANS10225</b>	Section II Inspections testing and record keeping	SCHEDULE A	SCHEDULE B
1	7.12	Inspections, tests certification		
2	7.12.5	Testing and certification of hoist, winch, winch motor, ropes and record keeping: Provide qualifications and competency of registered Lift Inspector? (LEPR-1)	STATE	
3	7.12.2 7.13.2	Maintenance and inspection mast structures and record keeping: Provide qualifications and competency of competent service provider? (LEPR-1)	STATE	
4	7.12	Number of masts that can be inspected and tested per month?	STATE	
	OHSA	Documentation: Driven Machinery Regulations		
5	CR6	Copy of health and safety plan attached?	Submit with the tender document	

SIGNATURE OF BIDDER: .....

**END OF SECTION II**

## C2.1 PRICING INSTRUCTIONS

The tender will be awarded per section:

- Section I: Supply, installation and commissioning of new lighting masts. : Relocation, installation and commissioning of existing masts
- Section II: Safety inspection and tests of lighting masts and associated equipment

Tenderers are required to complete all prices in full for each section they are tendering for. Failure to complete all prices in full for a particular section shall disqualify the tenderer for that particular section.

This is a rate only tender, estimated quantities are for indicative purpose of the amount of work that can be expected.

The city shall pay for a fully completed work as per each purchase order. No partial payment will be done by the city.

### SECTION I

ITEM 1: 30m Lighting Mast	DESCRIPTION	UNIT PRICE	PRICE (Excluding VAT)	ESTIMATED QUANTITIES PER YEAR
1.1	Design, supply, deliver and off-load mast complete with luminaire carriage	Per mast		30
1.2	Install and commission mast.	Per mast		30
1.3	Supply and install concrete foundations for 30m mast (100kPa) including cost of all tests and certificates.	Per mast		30
1.4	Supply and install 9X278W (or lower) LED FL luminaires complete with lamps.	Per mast		30

<b>ITEM 1: 30m Lighting Mast</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE</b>	<b>PRICE (Excluding VAT)</b>	<b>ESTIMATED QUANTITIES PER YEAR</b>
1.5	Supply and install mast earthing.	Per mast		30
1.6	Installation of additional earthing rod and earth rod resistance measurement.	each		30
1.7	Supply double drum winch and power tool (optional extra).	each		30
1.8	<i>Excavate in Pickable soil for mast foundations, backfill, compact and dispose of surplus material.</i>	Cubic metre		30
1.9	<b><i>Excavate in hard and soft rock for mast foundations, backfill, compact and dispose of surplus material.</i></b>			
1.9.1	<i>Hard rock.</i>	Cubic metre		30
1.9.2	<i>Soft rock.</i>	Cubic metre		30
1.9.3	Excavate in Pickable soil for mast foundations, backfill with G5 material, compact	Cubic metre		30



<b>ITEM 1: 30m Lighting Mast</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE</b>	<b>PRICE (Excluding VAT)</b>	<b>ESTIMATED QUANTITIES PER YEAR</b>
	and dispose of surplus material.			
1.9.4	Supply of additional concrete for casting of foundations (where applicable)	Cubic metre		30
1.10	Supply 1 X278W(or lower wattage) LED FL luminaire or equivalent complete with surge protection, heat sensor and protection.	each		30
1.11	Supply and install 9 X278W(or lower wattage) LED FL luminaire or equivalent complete with surge protection, heat sensor and protection.	Each		30
1.12	Install new pulley, trailing cable, sling cable (5mm), lowering cable(8mm),hooks.	Each		30
1.13	Highmast Numbering (A3 Size reflective Sticker)	each		30
1.14	Identification of site and Supervision off excavation of hole dug by the third party.			30
1.15	31m (50mm <sup>2</sup> Insulated) earth wire bonding with Earth spike ( Only for LED Fitting)	each		30

<b>ITEM 1: 30m Lighting Mast</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE</b>	<b>PRICE (Excluding VAT)</b>	<b>ESTIMATED QUANTITIES PER YEAR</b>
1.16	Replacement of labelling plates	each		30
1.17	Additional earth rod installation	each		30

<b>ITEM 2: 40m Lighting Mast</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>PRICE (Excluding VAT)</b>	<b>ESTIMATED QUANTITIES PER YEAR</b>
1.18	Supply, deliver and off-load 40m mast complete with luminaire carriage	Per mast		12
1.19	Install and commission 40m mast	Per mast		12
1.20	Supply and install concrete foundations for 40m mast (100kPa) including cost of all tests and certificates	Per mast		12
1.21	Supply and install 6X470W (or lower wattage) LED FL luminaires complete with lamps	Per mast		12
1.22	Supply and install mast earthing.	Per mast		12

<b>ITEM 2: 40m Lighting Mast</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>PRICE (Excluding VAT)</b>	<b>ESTIMATED QUANTITIES PER YEAR</b>
1.23	Installation of additional earthing rod and earth rod resistance measurement.	Each		12
1.24	Double drum winch and power tool (optional extra)	each		12
1.25	Supply and install 1X470W(or lower wattage) LED FL luminaire complete with lamp	Per mast		12
1.26	Mast door (Alternative offer for access management system). Provide detail of costs for programmable HHU, locking mechanism and master station software and associated costs.	Each		12
1.27	Highmast Numbering (A3 Size reflective Sticker)	each		12
1.28	Identification of site and Supervision off excavation of hole dug by the third party.	Each		12
1.29	41m (50mm <sup>2</sup> Insulated) earth wire bonding with Earth spike ( Only for LED Fitting)	each		12

<b>ITEM 2: 40m Lighting Mast</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>PRICE (Excluding VAT)</b>	<b>ESTIMATED QUANTITIES PER YEAR</b>
1.30	Supply and install 6 X470W(or lower wattage) LED FL luminaire or equivalent complete with surge protection, heat sensor and protection.	Each		12
1.31	Supply 1 X470W (or lower wattage) LED FL luminaire complete with surge protection, heat sensor and protection.	Each		12
1.32	Appointments of a Community Liaison Officer on projects per month (City of Tshwane T5 salary scale).	Each	T5 salary scale	12
1.33	Provision of OHS file	Once off		1
1.34	Occupational Health and Safety Officer (full time)	Per Month		6

ITEM 2: 40m Lighting Mast	DESCRIPTION	UNIT	PRICE (Excluding VAT)	ESTIMATED QUANTITIES PER YEAR
1.35	Provision of personal protective clothing and equipment per person (The set of PPE shall include the following items: Safety hard hat, protective work suits, safety boots, safety gloves, Covid-19 mask and suit.	Per set		25
	OHS representative Training (per person)	each		10
Provision of safety fences, signs and barricades				
1.36	Provision of safety fences	per one mast project		10
1.37	Provision of safety signs	per one mast project		10
1.38	Provision of safety barricades	per one mast project		10

<b>ITEM 1: 30m Lighting Mast</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>PRICE (Excluding VAT)</b>	<b>ESTIMATED QUANTITIES PER YEAR</b>
1.39	Demolition of a mast and transport to Pretoria West Site.(Scarp yard)	each		3
1.40	Lowering of the Mast ,Transporting a mast to new site, Re-erect and commission	Per 100m units		3
1.45	Supply install and commissioning of flexible cables – removal of old cables – deliver to CoT scrapyard	each		3

<b>ITEM 1: 30m Lighting Mast</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>PRICE (Excluding VAT)</b>	<b>ESTIMATED QUANTITIES PER YEAR</b>
1.46	Demolish the Existing foundation	each		3

<b>ITEM:40 m Lighting Mast</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>PRICE (Excluding VAT)</b>	<b>ESTIMATED QUANTITIES PER YEAR</b>
1.47	Demolition of a mast and transport to Pretoria West Site.(Scarp yard)	each		3
1.48	Lowering of the Mast ,Transporting a mast to new site, Re-erect and commission	Per 100m units		3
1.49	Supply install and commissioning of flexible cables – removal of old cables – deliver to CoT scrapyard	each		3
1.50	Demolish the Existing foundation	each		3

DESCRIPTION	Total Price
TOTAL FOR SECTION I (PRICE Excluding VAT)	
VAT at 15%	
TOTAL FOR SECTION I (PRICE Including VAT)	



## SECTION II

ITEM No:	DESCRIPTION	UNIT	PRICE (Excluding VAT)	ESTIMATED QUANTITIES PER YEAR
<b>Part 1</b>	<b>Mechanical inspection, testing and repair</b>			
2.1	Inspection, testing and repair of foundation	each		20
2.2	<b>Inspection, testing and repair of steel structure.</b>			
2.2.1	Inspection, testing and repair of doors	each		20
2.2.2.1	Inspection, testing and repair of pole (25 METER)	each		20
2.2.2.2	Inspection, testing and repair of pole (30 METER)	each		20
2.2.2.3	Inspection, testing and repair of pole (40 METER)	each		20


ITEM No:	DESCRIPTION	UNIT	PRICE (Excluding VAT)	ESTIMATED QUANTITIES PER YEAR
<b>Part 1</b>	<b>Mechanical inspection, testing and repair</b>			
2.3	Inspection, testing and repair of hydraulic devices	each		20
2.4	Inspection, testing and repair of winch drive	each		20
2.5	Issuing of mechanical certificate	each		60

ITEM No:	DESCRIPTION	UNIT	PRICE (Excluding VAT)	ESTIMATED QUANTITIES PER YEAR
<b>Part 2</b>	<b>Electrical Inspection, testing and repair</b>			
2.6	Inspection, testing and repair of Distribution Board	each		20
2.7	Inspection, testing and repair of fittings	each		20

ITEM No:	DESCRIPTION	UNIT	PRICE (Excluding VAT)	ESTIMATED QUANTITIES PER YEAR
2.8	Inspection, testing and repair of lamps	each		20
2.9	Inspection, testing and repair of trailing cables	each		20
2.10	Issuing of CoC	each		20
2.11	Provision of OHS file	Once off		20
2.12	Occupational Health and Safety Officer (full time)	Per Month		4
2.13	Provision of personal protective clothing and equipment per person (The set of PPE shall include the following items: Safety hard hat, protective work suits, safety boots, safety gloves, Covid-19 mask and suit.	Per set		25
2.14	OHS representative Training (per person)	each		10

ITEM No:	DESCRIPTION	UNIT	PRICE (Excluding VAT)	ESTIMATED QUANTITIES PER YEAR
Provision of safety fences, signs and barricades				
2.15	Provision of safety fences	per one mast project		1
2.16	Provision of safety signs	per one mast project		1
2.17	Provision of safety barricades	per one mast project		1
DESCRIPTION		Total price		
TOTAL FOR SECTION II (PRICE Excluding VAT)				
VAT at 15%				
TOTAL FOR SECTION II (PRICE Including VAT)				




	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	
	PROJECT DESCRIPTION	TENDER FOR THE SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF LIGHTING MASTS
	PAGES	Page 1 of 37

## General Notification

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

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

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

	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	
	PROJECT DESCRIPTION	TENDER FOR THE SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF LIGHTING MASTS
	PAGES	Page 2 of 37

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

## **1. Introduction**


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

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

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

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


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

 <b>CITY OF TSHWANE</b> <small>IGNITING EXCELLENCE</small>	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	
	PROJECT DESCRIPTION	TENDER FOR THE SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF LIGHTING MASTS
	PAGES	Page 3 of 37

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

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



	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	
	PROJECT DESCRIPTION	TENDER FOR THE SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF LIGHTING MASTS
	PAGES	Page 4 of 37

### **3. Scope**

To develop a project specific Occupational Health and Safety Specification that addresses the reasonable and foreseeable, risks, exposures and aspects of Occupational Health and Safety as affected by the tender for the supply, delivery, installation, testing and commissioning of lighting masts as and when required over three year period.


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

### **4. Omissions from OHS Specification**

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

### **6. Change or Review of Specifications**

Whenever the client (City of Tshwane) identifies the need to change or review the OHS Specification, approved changes and revisions will be communicated to the Principal Contractor. A cost analysis on the implementation of the proposed changes / revisions will be calculated through a collaborative processes between the Client and the Principal Contractor – where the approved changes and/or revisions has no cost implication for the Principal Contractor the

	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	
	PROJECT DESCRIPTION	TENDER FOR THE SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF LIGHTING MASTS
	PAGES	Page 5 of 37

Principal Contractor will be required to accept the approved changes / revisions and ensure implementation within the OHS Plan .


## **7. Safety Files**

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


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

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

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

	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	
	PROJECT DESCRIPTION	TENDER FOR THE SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF LIGHTING MASTS
	PAGES	Page 6 of 37

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

	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	
	PROJECT DESCRIPTION	TENDER FOR THE SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF LIGHTING MASTS
	PAGES	Page 7 of 37


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

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

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

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

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

	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	
	PROJECT DESCRIPTION	TENDER FOR THE SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF LIGHTING MASTS
	PAGES	Page 8 of 37

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

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


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

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

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

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

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

	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	
	PROJECT DESCRIPTION	TENDER FOR THE SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF LIGHTING MASTS
	PAGES	Page 9 of 37


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

## **8. OHS Specification Requirements**

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

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

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

	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	
	PROJECT DESCRIPTION	TENDER FOR THE SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF LIGHTING MASTS
	PAGES	Page 10 of 37

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


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

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

## 8.2. Outline of Health and Safety Plan


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

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

	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	
	PROJECT DESCRIPTION	TENDER FOR THE SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF LIGHTING MASTS
	PAGES	Page 11 of 37

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



	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	
	PROJECT DESCRIPTION	TENDER FOR THE SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF LIGHTING MASTS
	PAGES	Page 12 of 37

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

### **8.3. Risk Assessment**


#### **8.3.1 General**

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

A suitable and sufficient risk assessment is an assessment which:

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

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

	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	
	PROJECT DESCRIPTION	TENDER FOR THE SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF LIGHTING MASTS
	PAGES	Page 13 of 37

The objectives of risk assessments are to:

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

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

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

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


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

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

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

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

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

	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	
	PROJECT DESCRIPTION	TENDER FOR THE SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF LIGHTING MASTS
	PAGES	Page 14 of 37

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


### 8.3.5. Elements of a Risk Assessment

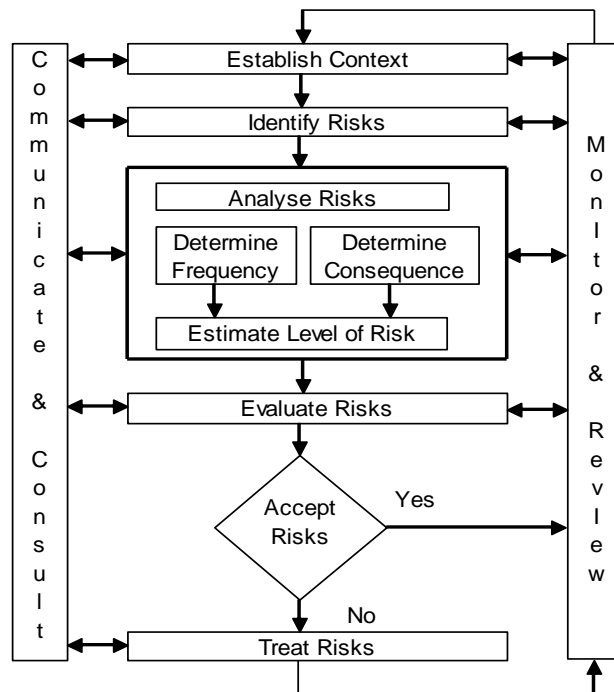
The process of carrying out a risk assessment consists of a number of well-defined steps. These steps improve decision-making by providing a greater understanding of the risks and their impacts.

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

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

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

	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	
	PROJECT DESCRIPTION	TENDER FOR THE SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF LIGHTING MASTS
	PAGES	Page 15 of 37




**Figure 1: Risk Management Process**

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

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


### 8.3.5.1 Risk Identification

	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	
	PROJECT DESCRIPTION	TENDER FOR THE SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF LIGHTING MASTS
	PAGES	Page 16 of 37

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

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

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

	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	
	PROJECT DESCRIPTION	TENDER FOR THE SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF LIGHTING MASTS
	PAGES	Page 17 of 37

### 8.3.5.2 Risk Analysis


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

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

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

**Figure 2: Compounded Risk Matrix**

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

	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	
	PROJECT DESCRIPTION	TENDER FOR THE SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF LIGHTING MASTS
	PAGES	Page 18 of 37

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


### 8.3.5.3 Risk Evaluation

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

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

### 8.3.5.4. Risk Treatment

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

	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	
	PROJECT DESCRIPTION	TENDER FOR THE SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF LIGHTING MASTS
	PAGES	Page 19 of 37


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

### 8.3.6. Reporting and Recording of Risks

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

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



 <b>CITY OF TSHWANE</b> <small>IGNITING EXCELLENCE</small>	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	
	PROJECT DESCRIPTION	TENDER FOR THE SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF LIGHTING MASTS
	PAGES	Page 20 of 37


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


## **8.29. Auditing**


### **8.29.1. Internal Audits**

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

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

 <p><b>CITY OF TSHWANE</b> IGNITING EXCELLENCE</p>	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	
	PROJECT DESCRIPTION	TENDER FOR THE SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF LIGHTING MASTS
	PAGES	Page 21 of 37

	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	
	PROJECT DESCRIPTION	TENDER FOR THE SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF LIGHTING MASTS
	PAGES	Page 22 of 37


	City of Tshwane: Energy and Electricity Division and Regions	
	Baseline Risk Assessment	

#### PROJECT INFORMATION:

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


#### RISK RATING AND ABBREVIATIONS:

Risk Rating	Abbreviations
15-25 EXTREME	S = SAFETY


	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	
	PROJECT DESCRIPTION	TENDER FOR THE SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF LIGHTING MASTS
	PAGES	Page 23 of 37

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



	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	
	PROJECT DESCRIPTION	TENDER FOR THE SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF LIGHTING MASTS
	PAGES	Page 25 of 37

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

	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	
	PROJECT DESCRIPTION	TENDER FOR THE SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF LIGHTING MASTS
	PAGES	Page 26 of 37

### PROJECT BASELINE RISK ASSESSMENT:


N o:	Activities	Step in Process		Hazards in Carrying out this Activities:	Risk (Harm):	Risk Analyses:				Risk Reducing Control Measures:
			Tools and Equipment			SHEQ:	Consequence:	Probability	Risk Rating:	
1	Preparation of site	Arrival of site Personnel.	Construction Vehicles	<ul style="list-style-type: none"> <li>Not communicating the site hazards / risks to employees and visitors</li> <li>Oil leaks of vehicles</li> <li>Not using PPE</li> <li>Uninformed local Communities</li> </ul>	<ul style="list-style-type: none"> <li>Injuries to personal and visitors</li> <li>Soil pollution</li> <li>Riots/Strikes by local communities</li> </ul>					<ul style="list-style-type: none"> <li>Insure that local community is informed of proposed projects by means of Community Leaders.</li> <li>To ensure that the local community are aware of the danger that the project posing to them.</li> <li>Make use of drip tray to contain oil leaks</li> <li>Worn correct PPE for the right job</li> <li>Training.(Site induction)</li> <li>Remove any oil/ diesel leaking mobile equipment/ vehicles from site and have them repaired at a competent, qualified mechanic</li> </ul>



OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
PROJECT LOCATION	
PROJECT DESCRIPTION	TENDER FOR THE SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF LIGHTING MASTS
PAGES	Page 27 of 37

2	Construction of a mast foundation	<ul style="list-style-type: none"> <li>Obtain drawing and way-leave.</li> <li>Identify existing underground services.</li> <li>Barricade the site of work.</li> <li>Digging of trenches and holes</li> <li>Casting of foundation</li> <li>Backfilling and stamping</li> </ul>	<ul style="list-style-type: none"> <li>TLB</li> <li>Pick</li> <li>Concrete mixing truck</li> <li>Shovel</li> <li>Stamping machine</li> <li>Barricades</li> <li>Shoring</li> <li>Signage</li> <li>Jack hammer</li> <li>Relevant PPE</li> </ul>	<ul style="list-style-type: none"> <li>Incompetent operator.</li> <li>Failure to comply with traffic accommodation plan.</li> <li>Damage to underground service.</li> <li>Exposure to Noise and Dust.</li> <li>Working with defective tools and equipment</li> <li>Falling into Open trenches.</li> <li>Collapsing of excavations</li> <li>Working on the shoulder of the road and pedestrians.</li> <li>Oil leaks</li> </ul>	<ul style="list-style-type: none"> <li>Damage of company property.</li> <li>Serious injuries may lead to fatal.</li> <li>Burns.</li> <li>Soil pollution.</li> <li>Electrocutions.</li> <li>Explosions.</li> <li>Fire.</li> <li>Inhalation, resulting in acute and or chronic breathing problems.</li> <li>Eye injury .</li> <li>NIHR (Noise induce hearing loss).</li> <li>Fatigue</li> </ul>	S H E	4	4	16	<ul style="list-style-type: none"> <li>Conduct HIRA</li> <li>Training of workers and local labourers</li> <li>Conduct safety talks</li> <li>Tool box talks / awareness training</li> <li>Pre use inspections of TLB for leaks, defects and report immediate to your supervisor.</li> <li>Monitoring operators hours and stop operations to rest if necessary.</li> <li>Inspect tools and equipment before any work commence.</li> <li>Do not operate/use faulty tools and equipment.</li> <li>Identify and mark all existing underground services.</li> <li>Noise levels to be monitored and dealt with accordingly.</li> <li>Issue hearing protection and enforce the use there of in noisy zones.</li> <li>Dust control measure must be in place.</li> <li>Worn proper and relevant PPE all the times</li> <li>All open excavations to be clearly demarcated for employees and public not to fall into trenches.</li> <li>Comply with traffic accommodation plan always.</li> <li>Do a soil survey. Excavation must be shored and battered back 45 degrees if there is a danger of the sides collapsing.</li> <li>Clean up oil spillage immediate and disposed contaminated waste according environmental legislation.</li> <li>Conduct medical surveillance</li> <li>Practice good house keeping</li> </ul>
---	-----------------------------------	---	---	---	---	-------------	---	---	----	--



	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	
	PROJECT DESCRIPTION	TENDER FOR THE SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF LIGHTING MASTS
	PAGES	Page 28 of 37

3	Erecting of a mast	<ul style="list-style-type: none"> <li>Combining of the steel structure</li> <li>Hoisting of the steel structure</li> <li>Fastening of the steel structure onto the concrete</li> <li>Hoisting of the ring gear onto the steel structure</li> </ul>	<ul style="list-style-type: none"> <li>Crane truck</li> <li>Hoisting winch</li> <li>Spanners</li> <li>Barricades</li> <li>signage</li> </ul>	<ul style="list-style-type: none"> <li>Incompetent operator.</li> <li>Failure to comply with traffic accommodation plan</li> <li>Failure of the crane truck and winch</li> <li>Oil leaks</li> <li>Exposure to noise and dust</li> <li>Exposure to overhead services.</li> </ul>	<ul style="list-style-type: none"> <li>Damage to property from falling mast</li> <li>Injuries and fatalities from falling mast.</li> <li>Injuries from using hand tools.</li> <li>Environmental pollution from oil leaks.</li> <li>Electrocution from overhead lines.</li> </ul>	S H E	4	4	16	<ul style="list-style-type: none"> <li>Conduct HIRA</li> <li>Conduct safety talks</li> <li>Tool box talks / awareness training</li> <li>Pre use inspections of winches and crane truck for leaks, defects and report immediate to your supervisor.</li> <li>Inspect tools and equipment before any work commence.</li> <li>Do not operate/use faulty tools and equipment.</li> <li>Noise levels to be monitored and dealt with accordingly.</li> <li>Issue hearing protection and enforce the use there of in noisy zones.</li> <li>Dust control measure must be in place.</li> <li>Worn proper and relevant PPE all the times</li> <li>All open excavations to be clearly demarcated for employees and public not to fall into trenches.</li> <li>Comply with traffic accommodation plan always.</li> <li>Clean up oil spillage immediate and disposed contaminated waste according environmental legislation.</li> <li>Identify all existing overhead services.</li> <li>Practice good house keeping</li> </ul>
---	--------------------	---	--	---	--	-------------	---	---	----	---




OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
PROJECT LOCATION	
PROJECT DESCRIPTION	TENDER FOR THE SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF LIGHTING MASTS
PAGES	Page 29 of 37


4	Electrical instalation	<ul style="list-style-type: none"> <li>• Digging of trenches</li> <li>• Backfilling and stamping</li> <li>• Laying of cables</li> <li>• Jointing of cables</li> <li>• Termination of cables</li> <li>• Installation of a distribution box</li> </ul>	<ul style="list-style-type: none"> <li>• Pick</li> <li>• Shovel</li> <li>• TLB</li> <li>• Relevant PPE</li> <li>• Termination amd jointing kits</li> <li>• Pliers, side cutters, knife, cables trippers and saw. (Hand tools)</li> <li>• Gas bottles</li> <li>• Fire igniter</li> </ul>	<ul style="list-style-type: none"> <li>• Incorrect use of hand tools.</li> <li>• Unsafe hand tools</li> <li>• Inhaling of hazardous gases</li> <li>• Fire spreads.</li> <li>• Oil spillage</li> <li>• electrocution</li> <li>• Exposure to dust and noise</li> </ul>	<ul style="list-style-type: none"> <li>• Serious injuries may lead to fatal</li> <li>• Injuries from hand tools.</li> <li>• Burns from fire while hot shrinking termination and jointing kits.</li> <li>• Inhalation, resulting in acute and or chronic breathing problems.</li> </ul>					<ul style="list-style-type: none"> <li>• All hand tools must be checked defects before work commence. Right tools must be used for the right job.</li> <li>• Only trained and qualified workers must install cables. Installation instructions must be followed at all the times.</li> <li>• Adhere to MSDS all the times</li> <li>• Clean up oil spillage immediate and disposed contaminated waste according environmental legislation.</li> <li>• Conduct medical surveillance</li> <li>• Always test the circuit to check whether it is live or dead.</li> <li>• Practice good house keeping</li> </ul>
---	------------------------	--	---	--	--	--	--	--	--	---



OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
PROJECT LOCATION	
PROJECT DESCRIPTION	TENDER FOR THE SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF LIGHTING MASTS
PAGES	Page 30 of 37

	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	
	PROJECT DESCRIPTION	TENDER FOR THE SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF LIGHTING MASTS
	PAGES	Page 31 of 37

# **ANNEXURE 3** **MANDATORY** **AGREEMENT(SECTION37.2)**

	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	
	PROJECT DESCRIPTION	TENDER FOR THE SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF LIGHTING MASTS
	PAGES	Page 32 of 37

ARTICLE OF AGREEMENT IN TERMS OF SECTION 37(2) OF THE  
OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 BETWEEN  
THE CITY OF TSHWANE METROPOLITAN MUNICIPALITY  
(Hereinafter referred to as the “CLIENT ”)  
AND

.....

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

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

.....

Contract number


.....

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

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

NOW THEREFORE the parties agree as follows:

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

	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	
	PROJECT DESCRIPTION	TENDER FOR THE SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF LIGHTING MASTS
	PAGES	Page 33 of 37

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

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

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

5. The CONTRACTOR shall be obliged to report forthwith to the CLIENT any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge as the case may be.

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

AS WITNESSES:

1. ....


2. ....

.....  
SIGNATURE

.....  
NAME AND SURNAME

.....  
CAPACITY

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

 CITY OF <b>TSHWANE</b> <small>IGNITING EXCELLENCE</small>	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	
	PROJECT DESCRIPTION	TENDER FOR THE SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF LIGHTING MASTS
	PAGES	Page 34 of 37

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

AS WITNESSES:


1. ....

2. ....


.....  
SIGNATURE

.....  
NAME AND SURNAME

.....  
CAPACITY

	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	
	PROJECT DESCRIPTION	TENDER FOR THE SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF LIGHTING MASTS
	PAGES	Page 35 of 37



 <b>CITY OF TSHWANE</b> <small>IGNITING EXCELLENCE</small>	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	
	PROJECT DESCRIPTION	TENDER FOR THE SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF LIGHTING MASTS
	PAGES	Page 36 of 37

# **ANNEXURE 4** **ACKNOWLEDGEMENT OF** **RECEIPT OHS SPECIFICATION**


**Acknowledgement of receipt of OHS Specification:**

Name of Designer/Contractor

-----

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

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

	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	
	PROJECT DESCRIPTION	TENDER FOR THE SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF LIGHTING MASTS
	PAGES	Page 37 of 37

Signature of Designer /Contractor Manager

Date

-----

-----

Signature of Contractor Supervisor

Date

-----

-----

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