



**RATLOU
LOCAL MUNICIPALITY**

2024 -10- 3 1

SUPPLY CHAIN MANAGEMENT
RECEIVED

PROJECT NO: NW381/TECH01-PMU02/2024/2025

**APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY, DELIVERY AND
INSTALLATION OF LED HIGH MAST LIGHTS IN MADIBOGO (WARD 6)**

CIDB GRADING: 4EP HIGHER

NAME OF TENDERER	
CRS NUMBER	
CSD MAAA NO.	
TENDER AMOUNT (VAT INCLUSIVE) (FIGURES)	R.....
TENDER AMOUNT (WORDS)	



EXPANDED PUBLIC WORKS PROGRAMME

Prepared for: Ratlou Local Municipality Private Bag x 209 Madibogo 2772	Prepared by: Arrowpoint Consulting (Pty) Ltd Shop No. 5, NWDC Small Industries Montshiwa 2737
Tel: (018) 330 7000 Email: info@ratlou.gov.za	Cellphone No.: 0646890012 Email: info@arrowpointconsulting.co.za

**APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY, DELIVERY AND INSTALLATION OF 10 HIGH
MAST LIGHTS IN MADIBOGO WARD 6 (NW381/TECH-PMU02/2024/2025)**

**CLOSING DATE & TIME: 28 NOVEMBER 2024 @ 11H00
PRICE OF TENDER DOCUMENT: R 1 000.00**

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Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

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SCHEDULE OF DOCUMENTS

The Tender Documents for this Contract comprise the following:

THE TENDER

Part T1: Tendering procedures

Part T2: Returnable documents

CONTRACT

Part C1: Agreements and Contract Data

Part C2: Pricing Data

Part C3: Scope of Work

Part C4: Site Information

DRAWINGS

The Tender document with the drawings shall be obtained from the Employer or his authorized representative at the physical addresses stated in the bid notice, upon payment of the deposit stated.

Contractor

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THE TENDER

T1: Tendering procedures

- T1.1. Tender Notice and Invitation to Tender
- T1.2. Tender Data
- T1.3 Standard Conditions of Tender

T2: Returnable documents

- T2.1 List of Returnable Documents

T2.2 Returnable Schedules

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T2.2.2 Compulsory Municipal Bid Documentation

MBD 4: Declaration of Interest

MBD 6.1: Preference Certificate

MBD 8: Declaration of bidder's past supply chain management practices

MBD 9: Certificate of Independent Bid Determination

Contractor

Witness 1

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T1: TENDERING PROCEDURES



RATLOU LOCAL MUNICIPALITY

INSTALLATION OF LED HIGH MAST LIGHTS IN MADIBOGO (WARD 6)

BID NUMBER:	DESCRIPTION OF GOODS/SERVICES	BID DOCUMENT AVAILABLE FROM	BID DOCUMENT PRICE	COMPULSORY TENDER BRIFING	EVALUATION CRITERIA	CIDB Grading	TIME: DATE	CLOSING	ENQUIRIES:
NW381/TECH-PMU02/2024/2025	SUUPPLY, DELIVERY AND INSTALLATION OF10 HIGH MAST LIGHTS IN WARD 6 MADIBOGO	31 OCTOBER 2024	R1000	N/A	Functionality 80/20 80=Price 20= B-BBEE Status level	4 EP / or Higher	28 NOVEMBER 2024 @ 11h00		SCM Enquiries: Mr. Ipakeng Lekoto 018 330 7000 Technical Enquiries: Mr. Paseka More 018 330 7000/ 082 086 4917 pasekamathews@outlook.com

Ratlou Local Municipality invites suitable service providers to bid for the goods and/ or services listed hereunder. Preferential Procurement Policy Framework Act No.5 of 2000: Preferential Procurement Regulations 2017 and Supply Chain Management Policy of Ratlou Local Municipality will apply in the adjudication process. Thereafter by using a system that awards points based on 80 points for proposal price and 20 points for status level B-BBEE. Original or certified copy of B-BBEE Certificate must be submitted.

Firstly, the assessment of functionality will be done in terms of the evaluation criteria, a bidder who scores less than 70 out of 100 for functionality will be regarded as submitted a non-responsive bid and will be disqualified.

Bidders who do not submit B-BBEE Status T Level Verification Certificates or are non-compliant contributors to B-BBEE do not qualify for preference

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points for B-BBEE but will **not** be disqualified from the bidding process. They will score points out of 80 for price only and **zero** points out of 20 for B-BBEE Price should be VAT Inclusive. A valid original Tax Clearance Certificate, certified identification copy or company registration certificate and current municipal account (not older than 90 days) / lease agreement must be attached. Failure to attach the requested documents or incomplete proposal document will result in a bid being non-responsive.

Proposal duly endorsed **“APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY, DELIVERY AND INSTALLATION OF 10 HIGH MAST LIGHTS IN MADIBOGO WARD 6 (NW381/TECH-PMU02/2024/2025)”** must be placed in the tender box situated at the Reception Foyer, on or before **28 November 2024 at 11:00 am** at the Ratlou Local Municipality situated at Setlagole Village, Delareyville Road, Madibogo or could be posted to the under mentioned address to be received before the closing date and more information can be obtained from the contact person as specified above.

Collection of bid documents: Tender documents are obtained on payment of a non-refundable fee of R1000 as from 31st October 2024 and can be collected from the Ratlou Local Municipality, Revenue between 08:00-16h30 Monday to Friday.

No documents will be issued on weekends and public holidays

Proposals received after closing date and time, faxed, completed with pencil, tipex, incomplete document or e- mailed will not be considered.

The Council reserves the right to accept any proposal or part thereof and does not bind itself to accept the lowest or any proposal and not to consider any proposals not suitably endorsed or comprehensively completed. Proposals completed in pencil will be regarded as invalid proposal. Proposal should be valid for a period of not less than ninety (90) days. Appraisal of submissions will be done according to the Council's Procurement Policy. **Council reserve the right not to appoint.**

If you do not hear from us within 90 days after the closing date, please consider your tender unsuccessful.

MR L. LEOKO
MUNICIPAL MANAGER

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY, DELIVERY AND INSTALLATION OF
10 HIGH MAST LIGHTS IN MADIBOGO WARD 6 (NW381/TECH-PMU02/2024/2025)**

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB for Uniformity in Construction Procurement. (Available on www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of tenderers as an Annex to this **APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY, DELIVERY AND INSTALLATION OF 10 HIGH MAST LIGHTS IN MADIBOGO WARD 6 (NW381/TECH-PMU02/2024/2025)**

Tender Data.

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender.

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

The additional conditions of tender are:

CLAUSE NUMBER	
	The Standard Conditions of Tender for procurement makes several references to the tender data for details that apply specifically to this tender. The tender data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender for procurement other than disposals. Each item of data given below is cross-referenced to the relevant clause in the above-mentioned Standard Conditions of Tender
1.1	The employer is the Ratlou Local Municipality
1.2	The single volume approach is adopted for this contract. The list of Returnable Documents identifies which of the documents a tenderer must complete when submitting a tender



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

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CLAUSE NUMBER	
	offer. The tenderer must submit his tender offer by completing the Returnable Documents including the fully priced Pricing Schedule, signing the “Offer” section in the “Form of Offer and Acceptance” and delivering the single volume procurement document back to the Ratlou Local Municipality bound up as it was when it was received. The tender documents issued by the Employer comprise of the following: TENDER Part T1: Tendering procedures T1.1 - Tender notice and invitation to tender T1.2 - Tender data T1.3 – Standard Conditions of Tender Part T2: Returnable documents T2.1- List of returnable documents T2.2 - Returnable schedules CONTRACT Part C1: Agreements and contract data C1.1 Form of offer and acceptance C1.2 Contract data Part C2: Pricing Schedule C2.1 Pricing Instructions C2.2 Priced fees and disbursements Part C3: Scope of work C3 Scope of work
1.4	The Employer’s Agent is: Name: Paseka Mathews More Position: PMU Address: Ratlou Local Municipality Private Bag X209 Madibogo 2772

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CLAUSE NUMBER	
	Tel: 018-330-7000
1.5	Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders: 1. Tenderer has the managerial capacity, reliability and experience regarding the nature of the project
1.6	N/A
1.7	The closing time for submission of tender offers is as indicated in the tender notice
1.8	No alternative offers will be accepted
1.9	Additional copies of the tender offer will not be required
1.10	The employer's address for delivery of tender offers and identification details to be shown on such tender offer package are: Location of tender box: Ratlou Local Municipality Physical address: R507 Delareyville/Madibogo Road, Next to Setlagole Library, Setlagole, 2773
1.11	<u>Identification details:</u> As indicated in the tender notice
1.12	N/A
1.13	N/A
1.14	The tenderer is required to submit with his tender an <u>original</u> valid Tax Clearance Certificate issued by the South African Revenue Services
1.15	Tenders will be opened immediately after the closing time for tenders at the Ratlou Local Municipality 08 December 2023, 11h00
1.16	The procedure for the evaluation of responsive tenders is Functionality, Price and Specific Goal The total number of tender evaluation points for B-BBEE to may be claimed as indicated in MBD 6.1
1.17	Tender offers will only be accepted if: a) The tenderer's Tax Status is compliant as verified on the Central

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CLAUSE NUMBER	
	Supplier Database (CSD) b) CIDB Grading 4 PE or Higher c) Registration with relevant statutory bodies where applicable d) Company Profile- Experience, references e) The tender is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges; f) The all directors of the tenderer is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges g) Proof of Residence/Signed Lease Agreement of the tenderer/ all Directors (Not older than three months from the advert) h) Proof of business address(Not older than three months from the advert) i) Statement as proof of payment of Municipal services for all directors (Not older than three months from the advert) j) Statement as proof of payment of Municipal services for business premises (Not older than three months from the advert) k) 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 l) 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 written notice to this effect. m) it is considered that the performance of the services will not be compromised through any conflict of interest. n) Specific Goal will contribute 20 o) Certified copy of BBBEE certificate
1.18	The number of paper copies of the signed Contract to be provided by the Employer is one.

T1.3: STANDARD CONDITIONS OF TENDER

1 GENERAL

1.1 Actions

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 **Clause 2** and **Clause 3**, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

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

Note:

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

- 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.

1.2 **Tender Documents**

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

1.3 **Interpretation**

- 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.

- 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.

- 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 fulfil his or her duties impartially;

Contractor

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- ii) an individual or organisation 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 organisation which employs that employee.
- b) **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis.
- 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.

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 read, copied and recorded. Writing 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.

1.5 The employer's right to accept or reject any tender offer

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.

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.

1.6 Procurement procedures

1.6.1 General

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Unless otherwise stated in the tender data, a contract will, subject to **Clause 3.13**, be concluded with the tenderer who in terms of **Clause 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.

1.6.2 Competitive negotiation procedure

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 **Clause 3.4**, the employer shall announce only the names of the tenderers who make a submission. The requirements of **Clause 3.8** relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

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 **Clause 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.

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.

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

1.6.3 Proposal procedure using the two stage-system

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.

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1.6.3.2 Option 2

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.

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.

2 TENDERER'S OBLIGATIONS

2.1 Eligibility

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.

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.

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.

2.3 Check documents

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

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.

2.5 Reference documents

Contractor

Witness 1

Witness 2

Employer

Witness 1

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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.

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.

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.

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.

2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) may 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.

2.10 Pricing the tender offer

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.

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

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.

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.

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2.11 Alterations to documents

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.

2.12 Alternative tender offers

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.

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.

2.13 Submitting a tender offer

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.

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.

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.

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.

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.

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"

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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.

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.

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.

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.

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.

2.15 **Closing time**

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.

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.

2.16 **Tender offer validity**

2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period (not less than 90 days) stated in the tender data after the closing time stated in the tender data.

2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

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.

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY, DELIVERY AND INSTALLATION OF 10 HIGH
MAST LIGHTS IN MADIBOGO WARD 6 (NW381/TECH-PMU02/2024/2025)**

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: **Clause 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.

2.18 Provide other material

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.

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

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.

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.

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.

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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY, DELIVERY AND INSTALLATION OF 10 HIGH
MAST LIGHTS IN MADIBOGO WARD 6 (NW381/TECH-PMU02/2024/2025)**

2.23 Certificates

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

3 THE EMPLOYER'S UNDERTAKINGS

3.1 Respond to requests from the tenderer

3.1.1 Unless otherwise stated in the Tender Data, 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.

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.

3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three 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

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.

3.4 Opening of tender submissions

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY, DELIVERY AND INSTALLATION OF 10 HIGH
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submitted will not be opened.

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.

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

3.5 **Two-envelope system**

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.

3.5.2 Evaluate the quality of the technical proposals offered by tenderers, then advice 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.

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.

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.

3.8 **Test for responsiveness**

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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY, DELIVERY AND INSTALLATION OF 10 HIGH
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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.

3.9 Arithmetical errors, omissions and discrepancies

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.

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 **Clause 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.

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.

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

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**APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY, DELIVERY AND INSTALLATION OF 10 HIGH
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rates if bills of quantities apply) to achieve the tendered total of the prices.

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.

3.11 Evaluation of Tender Offers

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.

3.11.2 Method 1: Financial offer

In the case of a financial offer:

- a) Rank tender offers from the most favorable to the least favorable 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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

d) **FUNCTIONALITY**

Evaluation aspect	30 Points minimum requirement	10 Points minimum requirement	0 Points score
Financial Ability (Ability to Deliver) – previous audited financial statement or bank statement reflecting the amount for credit (not older than 3months) or bank letter the credit rating (amount to be reflected minimum Grade C)	More than R250 000.00	Between R249 999.00- R150 000.00	Less than 150 000.00
Evaluation aspect	40 Points minimum requirement	20 Points minimum requirement	0 Points score
Number of similar projects done Attach list of similar projects undertaken, contacts of clients and copies of letter of appointment letter/purchase order and completion certificates/Reference Letter	4x appointment letter and completion certificate or reference letter of the same project	2x appointment letter and completion certificate or reference letter of the same project	No attachment
Evaluation aspect	30 Points minimum requirement	10 Point minimum requirement	0 Points score
Project Manager - The contracts manager must possess a National Diploma in Civil/Electrical environment from a recognized institution with over three (3) years progressive experience. Three (3) of which must have been on High Mast Lights project	National Diploma in Civil/Electrical environment from a recognized institution And Demonstrate experience that highlights the particular	National Diploma in Civil/Electrical environment from a recognized institution And Demonstrate experience that	No attachment Or Attachment does not meet

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY, DELIVERY AND INSTALLATION OF 10 HIGH MAST LIGHTS IN MADIBOGO WARD 6 (NW381/TECH-PMU02/2024/2025)

	field of specialisation and expertise that is relevant to specific aspects of the project with 3 years progressive experience. Attach Curriculum Vitae (CV)	highlights the particular field of specialisation and expertise that is relevant to specific aspects of the project with 1-2 years progressive experience. Attach Curriculum Vitae (CV)	minimum requirement
		NB: CIDB will be mandatory requirement on Responsive part	

A bidder who scores the minimum number of **70** points out of a maximum of **100** for functionality will qualify to be evaluated in term of the **80 /20** preference point system.

DESCRIPTION	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for price and B-BBEE must not exceed	100

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

3.11.6 Decimal places

Score financial offers, as relevant, to two decimal places.

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.

3.13 Acceptance of tender offer

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.

3.14 Prepare contract documents

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

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

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

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY, DELIVERY AND INSTALLATION OF 10 HIGH MAST LIGHTS IN MADIBOGO WARD 6 (NW381/TECH-PMU02/2024/2025)

3.15 Complete adjudicator's contract

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

3.16 Notice to unsuccessful tenderers

3.16.1 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.

3.17 Provide copies of the contracts

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

3.18 Provide written reasons for actions taken

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

3.19 Project Duration

The estimated project duration is 3month

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY, DELIVERY AND INSTALLATION OF 10 HIGH MAST LIGHTS IN MADIBOGO WARD 6 (NW381/TECH-PMU02/2024/2025)

T2: RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

1. RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES

- Schedule 1: Resolution of Board of Directors
- Schedule 2: Resolution of Board of Directors to enter into consortia or JV's
- Schedule 3: Special Resolution of Consortia or JV's
- Schedule 4: Schedule of proposed sub-contractors
- Schedule 5: Commitments of Tenderer
- Schedule 6: Record of Addenda to tender documents
- Schedule 7: Clarification Meeting Attendance Certificate
- Schedule 8: Compulsory enterprise questionnaire

2. COMPULSORY MUNICIPAL BID DOCUMENTATION

- MBD 4: Declaration of Interest
- MBD 6.1: Preference Certificate
- MBD 8: Declaration of bidder's past supply chain management practices
- MBD 9: Certificate of Independent Bid Determination

T2.2 RETURNABLE SCHEDULES

T2.2.1 RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY, DELIVERY AND INSTALLATION OF 10 HIGH MAST LIGHTS IN MADIBOGO WARD 6 (NW381/TECH-PMU02/2024/2025)

SCHEDULE 1

RESOLUTION OF BOARD OF DIRECTORS

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

Held at _____ (*place*)

On _____ (*date*)

RESOLVED that:

1. The Enterprise submits a Bid / Tender to the Ratlou Local Municipality in respect of the following project:

{insert title}

Bid / Tender Number: **{insert number}**

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, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid / Tender to the Enterprise mentioned above.

	Name	Capacity	Signature

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY, DELIVERY AND INSTALLATION OF 10 HIGH MAST LIGHTS IN MADIBOGO WARD 6 (NW381/TECH-PMU02/2024/2025)

Note:

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

COMPANY STAMP

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY, DELIVERY AND INSTALLATION OF 10 HIGH MAST
LIGHTS IN MADIBOGO WARD 6 (NW381/TECH-PMU02/2024/2025)**

SCHEDULE 2

RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

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, in consortium/Joint Venture with the following Enterprises:

(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint Venture)

2. to the to the Ratlou Local Municipality in respect of the following project:

{Insert title}

Bid / Tender Number: **{insert number}**

3. *Mr/Mrs/Ms:

in *his/her Capacity as: _____
(Position in the Enterprise)

and who will sign as follows:

be, and is hereby, authorized to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY, DELIVERY AND INSTALLATION OF 10 HIGH MAST LIGHTS IN MADIBOGO WARD 6 (NW381/TECH-PMU02/2024/2025)

4. The Enterprise accepts joint and several liabilities with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.
5. The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Physical address: _____

_____ (code)

Postal Address: _____

_____ (code)

Telephone number: _____ (code)

Fax number: _____ (code)

	Name	Capacity	Signature

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY, DELIVERY AND INSTALLATION OF 10 HIGH MAST LIGHTS IN MADIBOGO WARD 6 (NW381/TECH-PMU02/2024/2025)

Note:

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

COMPANY STAMP

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY, DELIVERY AND INSTALLATION OF 10 HIGH MAST LIGHTS IN MADIBOGO WARD 6 (NW381/TECH-PMU02/2024/2025)

SCHEDULE 3:

SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly bid for the project mentioned below:
(legally correct full names and registration numbers, if applicable, of the Enterprises forming a Consortium/Joint Venture)

1.
2.
3.
4.
5.
6.
7.
8.

Held at (place)

On (date)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY, DELIVERY AND INSTALLATION OF 10 HIGH MAST LIGHTS IN MADIBOGO WARD 6 (NW381/TECH-PMU02/2024/2025)

RESOLVED that:

The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the Ratlou Local Municipality in respect of the following project:

{Insert title}.....

Bid / Tender Number: **{insert number}**.....

A. 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, and any and all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid to the Enterprises in Consortium/Joint Venture mentioned above.

B. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of:

C. The Enterprises to the Consortium/Joint Venture accept joint and several liabilities for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the municipality in respect of the project described under item A above.

D. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days' written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the municipality for the due fulfilment of the obligations of the Consortium/Joint Venture as mentioned under item C above.

E. No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the municipality, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the municipality referred to herein.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY, DELIVERY AND INSTALLATION OF 10 HIGH MAST LIGHTS IN MADIBOGO WARD 6 (NW381/TECH-PMU02/2024/2025)

- F. The Enterprises choose as the *domicilium citandi et executandi* of the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the municipality in respect of the project under item A above:

Physical address: _____

_____ (code)

Postal Address: _____

_____ (code)

Telephone number: _____ (code)

Fax number: _____ (code)

	NAME	CAPACITY	SIGNATURE

Note:

1. * Delete which is not applicable
2. **NB.** This resolution must be signed by all the Duly Authorised Representatives of the Legal Entities to the Consortium/Joint Venture submitting this Bid
3. Should the number of Duly Authorised Representatives of the Legal Entities joining forces in this Bid exceed the space available above, additional names and signatures must be supplied on a separate page
4. Resolutions, duly completed and signed, from the separate Enterprises who participate in this Consortium/Joint Venture must be attached to the Special Resolution.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY, DELIVERY AND INSTALLATION OF 10 HIGH MAST LIGHTS IN MADIBOGO WARD 6 (NW381/TECH-PMU02/2024/2025)

SCHEDULE 4

SCHEDULE OF PROPOSED SUB-CONTRACTORS

We notify you that it is our intention to employ the following sub-contractors for work in 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 sub-consultants 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. We agree we will not subcontract more than 25% of the value of the contract to a person who is not an HDI or does not qualify for such preference.

	Name and address of proposed sub-contractor	Nature and extent of work	Previous experience with sub-contractor

Name of representative

Signature

Capacity

Date

Name of Organization:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY, DELIVERY AND INSTALLATION OF 10 HIGH MAST LIGHTS IN MADIBOGO WARD 6 (NW381/TECH-
PMU02/2024/2025)

SCHEDULE 5

COMMITMENTS OF TENDERER

PARTICULARS OF COMMITMENTS WHICH THE TENDERER IS PRESENTLY ENGAGED WITH:

Current projects:

Project		Employer	Reference / Contact person	Contact Tel. No.	Contract amount	Contract period	Date of commencement	Scheduled date of completion

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY, DELIVERY AND INSTALLATION OF 10 HIGH MAST LIGHTS IN MADIBOGO WARD 6 (NW381/TECH-
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NB: Insert separate page if necessary

Name of Tenderer_____ Signature_____ Date_____

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

SCHEDULE 6**RECORD OF ADDENDA TO TENDER DOCUMENTS**

I / We confirm that the following communications received from the Ratlou Local Municipality before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer: *(Attach additional pages if more space is required)*

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		

Name of Tenderer

Signature

Date

I / We confirm that no communications were received from the Ratlou Local Municipality before the submission of this tender offer, amending the tender documents.

Name of Tenderer

Signature

Date

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

INSTALLATION OF LED HIGH MAST LIGHTS IN MADIBOGO (WARD 6)

SCHEDULE 7

CLARIFICATION MEETING ATTENDANCE CERTIFICATE

This is to certify that I, _____ representing
_____ in the company of
_____ attended the clarification
meeting on {insert date}

I have made myself familiar with all conditions likely to influence the work and the cost thereof. I further certify that I am satisfied with the description of the work and explanations given at the clarification meeting and that I understand perfectly the work to be done, as specified and implied, in the execution of this contract.

_____	_____	_____
Name of Tenderer	Signature	Date

_____	_____	_____
Name of Municipal Representative	Signature	Date

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

SCHEDULE 8
COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal Income tax number*

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

Section 4: Particulars of companies and close corporations

Company registration number.....

Close corporation number.....

Tax reference number.....

Section 5: Record in the service of the state

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

☐	A member of any municipal council	☐	A employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public finance Management Act, 1999 (Act 1 of 1999)
☐	A member of any provincial legislation	☐	A member of an accounting authority of any national or provincial public entity
☐	A member of the National Assembly or the National Council of Province	☐	A employee of Parliament or a provincial legislature
☐	A member of the board of directors of any municipal entity	☐	An official of any municipality or municipal entity

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

INSTALLATION OF LED HIGH MAST LIGHTS IN MADIBOGO (WARD 6)

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

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service	
		Current	Within last 12 months

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

INSTALLATION OF LED HIGH MAST LIGHTS IN MADIBOGO (WARD 6)**Section 6: Records of spouses, children and parents in the service of the state**

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

	A member of any municipal council		An employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management act, 1999 (act 1 of 1999)
	A member of any provincial legislature		A member of an accounting authority of any national or provincial public entity
	A member of the National Assembly or the National Council of Province.		An employee of Parliament or a provincial legislature
	A member of the board of directors of any municipal entity		An official of any municipality or municipal entity

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

* insert separate page if necessary

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

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

Signed: _____

Date: _____

Name: _____

Position: _____

Enterprise: _____

Name: _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

INSTALLATION OF LED HIGH MAST LIGHTS IN MADIBOGO (WARD 6)

MBD 4: DECLARATION OF INTEREST

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

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

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, shareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number:

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.

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

(a) a member of –

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

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

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

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

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

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

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

INSTALLATION OF LED HIGH MAST LIGHTS IN MADIBOGO (WARD 6)

3.9.1 If yes, furnish particulars.....

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

3.10.1 If yes, furnish particulars.

.....
.....

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

3.11.1 If yes, furnish particulars

.....
.....

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

3.12.1 If yes, furnish particulars.

.....
.....

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

3.13.1 If yes, furnish particulars.

.....
.....

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

3.14.1 If yes, furnish particulars:

.....
.....

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

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

INSTALLATION OF LED HIGH MAST LIGHTS IN MADIBOGO (WARD 6)

Full Name	Identity Number	State Employee Number

.....

Date

.....

Signature

.....

Capacity

.....

Name of Bidder

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

INSTALLATION OF LED HIGH MAST LIGHTS IN MADIBOGO (WARD 6)

MBD 6.1 : PREFERENCE CERTIFICATE

Preference Points Claim Form In Terms Of The Preferential Procurement Regulations 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

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

1. GENERAL CONDITIONS

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

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

1.2

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

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

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

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

INSTALLATION OF LED HIGH MAST LIGHTS IN MADIBOGO (WARD 6)

that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 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	
$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$	or	$Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$	

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

INSTALLATION OF LED HIGH MAST LIGHTS IN MADIBOGO (WARD 6)

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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

The specific goals allocated points in terms of this tender	Number of points Allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Means of Verification
Ratlou Local Municipality Jurisdiction of a Bidder		2			Proof of resident from the Municipality or Traditional Council (not older than three month from closing date) of a Bidder
Black Owned Business		10			ID Copies, CSD Report &/ or Original/Certified copy of BBBEE
50% or more owned Dissability Business		2			Disability Verification Letter, CSD Report, ID Copy
50% or more owned Youth Business		2			ID copies, CSD Report
50% or more owned Women Business		4			ID Copies, CSD Report

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

DECLARATION WITH REGARD TO COMPANY/FIRM

4.1 Name of company/firm.....

Company registration number:

4.2 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

- 4.3. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/firm for the preference(s) shown and I acknowledge that:
- i) The information furnished is true and correct;
 - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
 - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
- (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

..... SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	
DATE:	
ADDRESS:	
	
	
	

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

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

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

**APPOINTMENT OF CONTRACTOR FOR THE INSTALLATION OF LED HIGH MAST
LIGHTS IN MADIBOGO (WARD 6)**

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

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

consultation, communication, agreement or arrangement with any competitor regarding:

- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation);
 - i. methods, factors or formulas used to calculate prices;
 - ii. the intention or decision to submit or not to submit a bid;
 - iii. the submission of a bid which does not meet the specifications and conditions of the bid;
or
 - iv. bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

THE CONTRACT

PART C1: AGREEMENTS AND CONTRACT DATA

PART C2: PRICING DATA

PART C3: SCOPE OF WORK

PART C4: SITE INFORMATION

PART C1: AGREEMENTS AND CONTRACT DATA

C1.1: Form Of Offer And Acceptance

Form Of Offer

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

.....
Bid / Tender Number: **TENDER No: NW381/TECH-PMU02/2024/2025**

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

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the service provider / consultant 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 THE FOLLOWING:

..... Rand (in words); R (in figures)

This offer may be accepted by the employer by signing the acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the provider / consultant in the conditions of contract identified in the contract data.

Signature Block: Tenderer	
Signature.....	Date.....
Name.....	
Capacity.....	
Name of Organization.....	
Address of Organization.....	
Signature of witness.....	Date.....
Name of witness.....	

*** Bidders have to complete the offer total of price in words as well as in figures**

Form Of Acceptance

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

The terms of the contract, are contained in:

- Part C1: Agreements and contract data, (which includes this agreement)
- Part C2: Pricing data
- Part C3: Scope of work

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

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

Signature Block: Employer
Signature..... Date..... Name..... Capacity..... for the Employer: Ratlou Local Municipality, Private Bag X209, Madibogo, 2772 Signature of witness..... Date..... Name of witness.....

SCHEDULE OF DEVIATIONS

1. Subject:

Details:

2. Subject:

Details:

3. Subject:

Details:

4. Subject:

Details:

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

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

C1.2 CONTRACT DATA

C1.2.1 Conditions of the Contract

GENERAL CONDITIONS OF CONTRACT

This Contract will be based on the "General Conditions of Contract for Construction Works - (edition 2015)", issued by the South African Institution of Civil Engineering (Short title: "General Conditions of Contract 2015") and can be obtained from:

SAICE
Waterfall Park Howick Gardens
Vorna Valley Half way House Becker Street
MIDRAND 1685
Gauteng Province
Tel: (011) 805-5947/8
Fax: (011) 805-5971.

It is agreed that the only variations from the General Conditions of Contract 2015 are those set out hereafter under
"Special Conditions of Contract".

Special Conditions Of Contract

1. General

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

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

2. Additional Special Conditions Or Amendments To The General Conditions Of Contract

2.1 General

The following clauses add to, vary or otherwise amend the General Conditions of Contract:

2.1.1 Cession (CL 2.5.1)

Delete the words “without the written consent of the other”.

2.1.2 Contractor’s Superintendence (CL 4.12)

Add the following sub-clause 4.12.4 to Clause 4.12:

“Where a form is included in the Appendix to the Contract Data for this purpose, the Bidder shall fill in the name of the person he proposes to entrust with the post of Contractor’s Site Agent on this Contract in the space provided therefor. Previous experience of this person on work of a similar nature during the past five, (5) years is to be entered in the list.

The Contractor’s Site Agent shall be on Site at all times when work is being performed.

The person as approved of by the Municipality in writing shall not be replaced or removed from Site without the written approval of the Municipality.”

2.1.3 Programme (CL 5.6)

Add the following sub-clause 5.6.6 to Clause 5.6:

“Failure on the part of the Contractor to deliver to the Municipality, the

- Programme of the Works in terms of Clause 5.6.1 and
- supporting documents in terms of Clause 5.6.2

Within the period stated in the Contract Data, shall be sufficient cause for the Municipality to retain 25 per centum of the value of the Fixed Charge and Value-related items in assessment of amounts due to the Contractor, until the Contractor has submitted aforementioned first Programme of the Works and Supporting Documents”.

2.1.4 Contractor's Designs and Drawings (CL 5.9.7)

"All changes to designs, calculations, drawings and operation and maintenance manuals shall be fully endorsed by a third party registered engineer, accomplished in such specific field of practice and the cost thereof shall be borne solely by the Contractor.

Once the alternative design has been approved, the Contractor shall indemnify and hold harmless the Municipality (the Employer), their agents and assigns, against all claims howsoever arising out of the said design, whether in contract or delict"

2.1.5 Suspension of the Works (CL 5.11)

Add the following sub-clause 5.11.4 to Clause 5.11:

"If the Contractor does not receive from the Employer the amount due under an Interim Payment Certificate within 28 days after expiry of the time stated in sub-clause 6.10.4 within which payment is to be made (except for deductions in accordance with sub-clauses 6.10.1.6 and 6.10.1.7), the Contractor may, after giving 14 days' notice to the Employer, suspend the progress of the Works.

The Contractor's action shall not prejudice his entitlements to a claim in terms of Clause 10.1 and to cancellation of the Contract in terms of Clause 9.3.

If the Contractor subsequently receives full payment of the amount due under such Interim Payment Certificate before giving a notice of cancellation of the Contract, the Contractor shall resume normal working as soon as is reasonably practicable."

2.1.6 Extension of Time Arising from Abnormal Rainfall (CL 5.12)

Add the following to sub-clause 5.12.2.2 :

"The extension of time to be allowed due to abnormal rainfall shall be calculated separately for each calendar month or part thereof in accordance with the following formula :

$$V = (Nw - Nn) + \frac{Rw - Rn}{x}$$

V = Extension of time in calendar days for the calendar month under consideration
 Nw = Actual number of days during the calendar month on which a rainfall of 10 mm or been recorded
 Nn = Average number of days for the calendar month on which a rainfall of 10 mm or more has been recorded, as derived from existing rainfall records

**APPOINTMENT OF CONTRACTOR FOR THE INSTALLATION OF LED HIGH MAST
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Rw = Actual recorded rainfall for the calendar month

Rn = Average rainfall for the calendar month, as derived from existing rainfall records $x = 20$

The rainfall records which shall provisionally be accepted for calculation purposes are:

Based on records taken at: **Rainfall Station: POLOKWANE Lat: 23.8570 Lon: 29.4510**

A. Height 1226 m

Average No of Days with Rainfall exceeding 10mm: 69.2 days/year

Average Rainfall: 450.5 mm/year

Years of record: 2002 – 2012

Month	Average rainfall for calendar month Rn	Average number of days for calendar month on which a rainfall of 10 mm or more were recorded Nn
	(mm)	(days)
January	66.7	10.6
February	57.8	8.1
March	51.2	8.2
April	32.2	5.5
May	10.3	2
June	3.2	1.8
July	2.5	1.6
August	2.5	0.4
September	3.7	1.9
October	37.2	6.4
November	92.1	11
December	90.9	11.6

The factor $(Nw - Nn)$ shall be considered to represent a fair allowance for days during which rainfall exceeds 10 mm and the factor $(Rw - Rn)/x$ shall be considered to represent a fair allowance for those days when rainfall does not exceed 10 mm but wet conditions prevent or disrupt work.

The total extension of time shall be the algebraic sum of all monthly totals for the contract period, but if the algebraic sum is negative the time for completion shall not be reduced due to subnormal rainfall. Extensions of time for a part of a month shall be calculated using pro rata values of Nn and Rn."

2.1.7 Guarantee (Security) (CL 6.1)

Delete the contents of the first paragraph of Clause 6.2 and insert:

“The Contractor shall deliver to the Employer within such time as may be stated in the Contract Data a Demand Guarantee, of Insurance Company registered in terms of the Short-term Insurance Act (Act 53

of 1998) or registered Commercial Bank, in a sum equal to the amount stated in the Contract Data. The Demand Guarantee shall be issued by an entity approved by the Employer, and shall conform in all respects to the format contained in the Appendix to the Contract Data.

Wherever a joint venture constitutes the contracting party, the Demand Guarantee shall be issued on behalf of the joint venture.

Failure to produce an acceptable Demand Guarantee within the period stated in Clause 2.2.8 of the Contract Data is a fundamental breach of Contract, entitling the Employer to cancel the Contract by due notice in terms of Clause 9.2 with specific reference to sub-clause 9.2.2.5 as amended in the Special Conditions of Contract.”

2.1.8 Variations (CL 6.3)

Omit the words “Provided that” under Clause 6.3.2 and omit Clause 6.3.2.1.

2.1.9 Interim Payments (CL 6.10.1)

Add to the end of Clause 6.10.1 the following paragraph:

“The Contractor shall complete the ‘Contractor’s bill of quantity with pricing for the claim submitted also indicating previous claims’, which pro forma documentation is obtainable from the Municipality. Pursuant to Sub-Clause (1), these, together with the Contractor’s statement and a VAT invoice in original format are to be submitted to the Municipality. Issue by the Contractor of any signed payment certificate is conditional to this information being fully endorsed, accurately and timeously submitted to the Municipality”.

Add to the end of Clause 6.10.1.5 the following paragraph:

“All documentary evidence of such materials shall be unambiguous with respect to ownership having fully passed to the Contractor on or before the date of submittal of the Contractor’s monthly statement.

Should the Contractor fail to supply unambiguous documentary evidence, he shall, prior to submittal of his monthly statement, deliver to the Employer a Guarantor Guarantee in the form contained in the Appendices to the Contract Data.”

2.1.10 Variations Exceeding 15 Per Cent (CL 6.11)

In sub-clause 6.11.1.3 omit the words “15 per cent” and replace with “20 per cent”.

2.1.11 Insurances (CL 8.6)

2.1.11.1 Contractor to produce proof of payment

Delete sub-clause 8.6.6 and substitute with:

“The Contractor shall before commencement of the Works produce to the Municipality:

8.6.6.1 The policies by which the insurances are effected,

8.6.6.2 Proof that due payment of all premiums there under, covering the full required period has been made, and

8.6..6.3 Proof of continuity of the policies for the required period.

Should, during the currency of the Contract, the required period of insurance be extended for any reason, the Contractor shall timeously extend (so as to maintain) the said insurances for the full extended duration.

The Municipality shall be empowered to withhold all payment certificates until the Contractor has complied with his obligations in terms of this Clause 8.6.”

2.1.11.2 Remedy of Contractor’s failure to insure

Delete sub-clause 8.6.7 and substitute with:

“Failure on the part of the Contractor to effect and keep in force any of the insurances referred to in Clause 8.6.1 and its sub-clauses, is a fundamental breach of Contract, entitling the Employer to cancel the Contract by due notice in terms of Clause 9.2 and with specific reference to sub-clause 9.2.2.5, as amended, in the Special Conditions of Contract.”

2.1.12 Termination of the Contract (CL 9.1)

Alter the numbering of:

Clause 9.1.5 to 9.1.6,

Clause 9.1.6 to 9.1.7 and

insert the following new clause 9.1.5:

“The Employer shall be entitled to cancel the Contract, at any time for the Employer’s convenience, by giving written notice of such cancellation to the Contractor. The termination shall take effect 28 days after the later of the dates which the Contractor receives this written notice or the Employer returns

the Demand Guarantee. The Employer shall not cancel the Contract under this sub-clause in order to execute the Works himself or to arrange for the Works to be executed by another contractor. This restriction on the Employer shall lapse 18 months after the date of receipt by the Contractor of cancellation in terms of this sub-clause”.

2.1.13 Termination by Employer (CL 9.2)

Delete the contents of Clause 9.2 and substitute with:

“9.2.1 The Employer may terminate the Contract by written notice to the Contractor if:

9.2.1.1 Sequestration of the Contractor’s estate is ordered by a Court with due jurisdiction, or

9.2.1.1. The Contractor publishes a notice of surrender or presents a petition for the surrender of his estate as insolvent, or makes a compromise with his creditors, or assigns in favour of his creditors, or agrees to carry out the Contract under the supervision of a committee representing his creditors, or (being a company) goes into liquidation, whether provisionally or finally (other than a voluntary liquidation for the purpose of amalgamation or reconstruction), or if the Contractor assigns the Contract without having first obtained the Employer’s consent in writing, or if execution is levied on his goods, or

9.2.1.2. The Contractor, or anyone on his behalf, or in his employ, offers to any person in the employ of the Employer or the Engineer, a gratuity or reward or commission, or

9.2.1.3. The Contractor furnished materially inaccurate information in his Bid, which had a bearing on the award of the Contract, or

9.2.1.4. The Contractor has abandoned the Contract

9.2.2. If the Contractor:

9.2.2.1. Has failed to commence the Works in terms of Clause 5.3 hereof, or has suspended the progress of the Works for fourteen (14) days after receiving from the Engineer written notice to proceed, or

9.2.2.2. Has failed to provide the Guarantee in terms of Clause 6.2 within the time stipulated in the Contract Data, or

9.2.2.3. Has failed to proceed with the Works with due diligence, or

9.2.2.4. Has failed to remove materials from the Site or to pull down and replace work within fourteen (14) days after receiving from the Engineer written notice that the said materials or work have been condemned and rejected by the Engineer in terms of these conditions,

or

9.2.2.5. Is not executing the Works in accordance with the Contract, or is neglecting to carry out his obligations under the Contract, or

9.2.2.6. Has, to the detriment of good workmanship or in defiance of the Engineer's instructions to the contrary, sublet any part of the Contract, or

9.2.2.7. Has assigned the Contract or any part thereof without the Employer's consent in writing, then the Employer may give the Contractor 14 days' notice to rectify the default, and if the Contractor fails to rectify the default in said 14 days, then, without further notice, notify the Contractor in writing of the termination of the Contract and expel the Contractor and order the Contractor to vacate the site within 24 hours of issue of the Notice of Termination and to hand the Site over to the Employer, and the Employer may then enter upon the Site and the Works without affecting the rights and powers conferred on the Employer or the Engineer by the Contract and the Employer may himself complete the Works or may employ another contractor to complete the Works, and the Employer or such other contractor may use for such completion so much of the Construction Equipment, Temporary Works and materials brought onto the Site by the Contractor as the Employer may think proper, and the Employer may at any time sell any of the said Construction Equipment, Temporary Works and unused materials and apply the proceeds of sale towards payment of any sums that may be due or become due to the Employer by the Contractor under the Contract. In such circumstances the Contractor shall forthwith vacate the Site and shall not be entitled to remain on the Site on the grounds that he is entitled to do so on a right of retention until amounts due to him have been paid, neither will the Contractor be entitled to any further payments in terms of this Contract.

9.2.3. If the Contractor, having been given notice to rectify a default in terms of 55.2 above, rectifies said default, but later repeats the same or substantially the same default, then the Employer may notify the Contractor of the immediate termination of the Contract, and proceed as stated in the paragraph following the word "writing" in Clause 55.2.7 above.

9.2.4. Should the amounts the Employer must pay to complete the Works exceed the sum that would have been payable to the Contractor on due completion by him, then the Contractor shall upon demand pay to the Employer the difference, and it shall be deemed a debt due by the Contractor to the Employer and shall be recoverable accordingly. Provided that should the Contractor on demand not pay the amount of such excess to the Employer, such sum may be determined and deducted by the Employer from any sum due to or that may become due to the Contractor under this or any previous or subsequent contract between the Contractor and the Employer."

2.1.14. Termination by the Contractor (CL 9.3)

Add the following paragraph as Clause 9.3.5:

“In addition to, or as an alternative to the rights to termination contained in this Clause 9.3, the Contractor may notify the default to the Employer, with a copy to the Engineer, and if the default is not rectified within 10 days the Contractor may suspend progress of the works until a date 7 days after the default is rectified. The Contractor shall be entitled to extension of time to the extent of delay caused by or resulting from such suspension, and to payment of additional costs caused by or resulting from the suspension. Such extension of time and additional costs shall be promptly ascertained by the Engineer, who shall then grant the extension of time and include the additional costs in all future payment certificates. Such suspension, extension of time and/or payment of additional costs, shall not prejudice the Contractor’s rights to cancel the contract.”

3. Priority Of Documents

The documents forming the Contract are to be taken as mutually explanatory of one another. For the purpose of interpretation, the priority of the documents shall be in accordance with the following sequence:

- the Form of Offer and Acceptance.
- amplifications of the General Conditions of Contract within the Contract Data.
- additional special conditions or amendments to the General Conditions of Contract within the Contract Data.
- the General Conditions of Contract.
- the Specifications, Drawings, Schedules and other documents forming part of the Contract (in that order) contained in the Scope of Work and the Site Information.

If any ambiguity or discrepancy is found in the documents, the Engineer shall issue any necessary clarification or instruction.

TRANSFER OF RIGHTS

TRANSFER OF RIGHTS AND INDEMNITY (To be completed during construction by successful Bidder only)

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

Contract No: for (contract title)

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

**APPOINTMENT OF CONTRACTOR FOR THE INSTALLATION OF LED HIGH MAST
LIGHTS IN MADIBOGO (WARD 6)**

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

....

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

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

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

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

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

Description of Item	Unit	Quantity	Rate	Amount	Supplier
Total Value of Materials and goods					

Signed by: **Date:**

for and on behalf of the Contractor.

Witnessed by: **Date:**

NOTE: This form, together with the documentary proof of ownership or proof of payment by the Contractor to the supplier, shall accompany the Contractor's claim for payment for materials on site in terms of **Clause 6.10.1.5 of the General Conditions of Contract 2010.**

C1.2.2 PART 1: DATA PROVIDED BY THE EMPLOYER

- a) The Employer is the **Ratlou Local Municipality**
- b) The authorized and designated representative of the Employer: Municipal Manager
- c) The address for receipt of communications is:
Tel: 018-330-7000
Fax: 018-330-7000
E-mail: kaone@ratlou.gov.za
Address: Setlagole Village, R507 DelarayVille/Madibogo, Next Setlagole Library, Setlagole, 2773
- d) The Project is: **TENDER No: NW381/TECH-PMU02/2024/2025**
- e) The Period of Performance commences on the date of signature of the Form of Acceptance.
- f) The location for the performance of the Project is **Madibogo (WARD 6)**.
- g) The Service Provider is required to provide the Service with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.
- h) The Service Provider is required to obtain the Employer's prior approval in writing before taking
- i) any of the following actions:
 - a. Appointing Subcontractors for the performance of any part of the Services,
 - b. Appointing Key Persons or Personnel not listed by name in the Contract Data
- j) Copyright of documents prepared for the Project shall be vested with the Employer
- k) Interim settlement of disputes is to be by mediation
- l) Final settlement is by litigation
- m) In the event that the parties fail to agree on a mediator, the mediator is nominated by the National Treasury (NT)
- n) Neither the Employer nor the Service Provider is liable for any loss or damage resulting from any occurrence unless a claim is formally made within two (2) months from the date of termination or completion of the Contract.

C1.2.2 PART 2: DATA PROVIDED BY THE SERVICE PROVIDER

The Service Provider is:

Address: _____

Telephone: _____

Facsimile: _____

The authorized and designated representative of the Service Provider is:

Name: _____

The address for receipt of communications is:

Telephone: _____

Facsimile: _____

Email: _____

Address: _____

C1.3: FORM OF GUARANTEE

WHEREAS **The Ratlou Local Municipality** (hereinafter referred to as the Employer”) entered into, a
Contract with:

.....
(Hereinafter called “the Contactor”) on the day of 20.....

**B. for SUPPLY AND INSTALL OF 10 HIGH MAST LIGHTS AT MADIBONGO in the Ratlou Local Municipality
of the North West.**

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

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

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

1. The Employer shall, without reference and / or notice to us, have complete liberty of action to act in
any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree
to any modifications, variations, alterations, directions or extensions of the completion date of the
works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced
nor our liability hereunder be affected by reason of any steps which the Employer may take under
such Contract, or of any modification, variation, alterations of the completion date which the
Employer may make, give, concede or agree to under the said Contract.
2. This guarantee shall be limited to the payment of a sum of money.
3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to
give time to or compound or make any other arrangement with the Contractor
4. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in
terms of the Contract, unless we are advised in writing by the Employer before the issue of the said
Certificate of his intention to institute claims, and the particulars thereof, in which event this
guarantee shall remain in full force and effect until all such claims have been paid or liquidated.
5. Our total liability hereunder shall not exceed the Guaranteed Sum of:
.....
.

**APPOINTMENT OF CONTRACTOR FOR THE INSTALLATION OF LED HIGH MAST
LIGHTS IN MADIBOGO (WARD 6)**

.....Rand (in words);

R. (in figures)

6. The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon our liability hereunder shall cease.

7. We hereby choose our address for the serving of all notices for all purposes arising here from as

.....

.....

.....

.....

IN WITNESS WHEREOF this guarantee has been executed by us at

... on this day of 20

Signature

Duly authorized to sign on behalf of

Address

.....

C1.4: AGREEMENT WITH ADJUDICATOR

This agreement is made on the.....day of 20.....between the Employer
(name of company / organisation)
of (address).....
.....and the Contractor
(name of company / organisation)
of (address).....
.....(Hereinafter called
the
Parties)
and
(name).....
of (address)
..... (hereinafter
called the
Adjudicator)

Disputes or differences may arise/have arisen* between the Parties under a Contract
dated..... and known as Contract No.....
(Contract title)

and these disputes or differences shall be/have been* referred to adjudication in accordance with
the CIDB Adjudication Procedure, (hereinafter called "the Procedure") and the Adjudicator may be or has
been requested to act.
(* Delete as necessary)

IT IS NOW AGREED as follows:

1. The rights and obligations of the Adjudicator and the Parties shall be as set out in the Procedure.
2. The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance
with the Procedure.
3. The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses in
accordance with the Procedure as set out in the Contract Data.

**APPOINTMENT OF CONTRACTOR FOR THE INSTALLATION OF LED HIGH MAST
LIGHTS IN MADIBOGO (WARD 6)**

4. The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.
5. The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.

SIGNED by:

(Signature): (Signature): (Signature):

Name: Name: Name:

who warrants that he/ she is
duly authorised to sign for and
on behalf of the First Party in
the presence of

who warrants that he/ she is
duly authorised to sign for
and on behalf of the Second
Party in the presence of

the Adjudicator in the
presence of

Witness:

Witness:

Witness:

(Signature)..... (Signature)..... (Signature).....

Name: Name: Name:

Address: Address: Address:

.....

.....

.....

.....

.....

.....

Date: Date: Date:

**C1.5: AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT NO 85
OF 1993**

THIS AGREEMENT is made between The Ratlou Local Municipality represented by the Accounting Officer.

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

.....

in his capacity as: ;

AND:

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

.....

in his capacity as:

duly authorized to sign on behalf of the Contractor.

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

C. CONTRACT: SUPPLY AND INSTALL 10 HIGH MAST LIGHTS in Madibongo in the Ratlou Local Municipality of the North West Province

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

NOW THEREFORE the parties agree as follows:

1. The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.

**APPOINTMENT OF CONTRACTOR FOR THE INSTALLATION OF LED HIGH MAST
LIGHTS IN MADIBOGO (WARD 6)**

3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the CONTRACTOR expressly absolves the EMPLOYER and the Employer's CONSULTING ENGINEERS from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.
4. The CONTRACTOR agrees that any duly authorized officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.
5. The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

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

on this the day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

.....

WITNESSES: 1.

2.

**APPOINTMENT OF CONTRACTOR FOR THE INSTALLATION OF LED HIGH MAST
LIGHTS IN MADIBOGO (WARD 6)**

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

the day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

.....

WITNESSES: 1.

2.

C2.1: PRICING INSTRUCTIONS

1. GENERAL

The pricing instructions describe the criteria and assumptions which will be assumed in the Contract that the Bidder has considered when developing his prices. The Bills of Quantities record the Contractor's rates for providing supplies, services, engineering, and construction works in accordance with the Scope of Work.

The terms of payment and the provisions for price adjustment, if applicable, are established in the Contract Data. These items are not described in the Pricing Data.

The Bidder's obligations in pricing the Bid offer and the Employer's undertakings in the checking and correction of arithmetical errors are dealt with in the Standard Conditions of Bid contained in Annexure F of SANS 294, as amended in and read in conjunction with the Bid Data.

2. DOCUMENTS MUTUALLY EXPLANATORY

The documents forming the Contract are to be taken as mutually explanatory of one another. The Bill of Quantities forms an integral part of the Contract Documents and shall be read in conjunction with the Bid Data, Contract Data, Scope of Work, Site Information General and Special Conditions of Contract, the Specifications, and the Drawings

3. DEFINITIONS

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

- | | |
|----------|--|
| Unit | : The unit of measurement for each item of work as defined in the pricing schedule and bill of quantities. |
| Quantity | : The number of units of work for each item |
| Rate | : The payment per unit of measurement at which the Bidder Bids to do the work. |
| Amount | : The product of the quantity and the rate Bided for an item |
| Sum | : An amount Bided for an item, the extent of which is described in the Schedule of Quantities, the specifications or elsewhere but the quantity of work of which is not measured in any units. |

Prime Cost (or PC item)	: A sum fixed by the Engineer and entered in the Schedule of Quantities as the net sum provided to cover the cost of specific goods or materials to be supplied under the contract, or the net sum to be paid by the Contractor to merchants or others for such articles or materials.
Provisional Sum	: A sum of money fixed by the Engineer and entered in the Schedule of Quantities to provide for work not defined at the Bid stage and includes any allowance specifically made for unforeseen contingencies.
Extra Over (or EO)	: Qualifies an operation (or combination of operations) which is common in a varying degree to a number of other operations and which is scheduled once as "extra over" those other operations in order to avoid a multiplicity of items each reflecting the degree to which the common operations applies. The term "extra over" invariably denoted double measurement, no deduction being made from one on account of the other.

4. DESCRIPTIONS

Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the Standardized Specifications. Clause 8 of each Standardized Specification, read together with the relevant clauses of the

Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standardised Specification, or the Scope of Work, conflict with the terms of the Bill, the requirements of the Standardised Specification or Scope of Work, as applicable, shall prevail

5. REFERENCES

The general conditions of contract, the special conditions of contract (if any), the specifications (including the project specification) and the drawings are to be read in conjunction with the schedule of quantities.

Descriptions in the schedule of quantities are abbreviated and the schedule has been drawn up generally in accordance with the Scope of Works. Should any requirement of the measurement and payment clause of the applicable standardised specification, or the project specification, or the specification(s) conflict with the terms of the schedule the requirement of the standardised, project or particular specification, as applicable, shall prevail.

Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance has been made for waste.

The prices and rates to be inserted in the schedule of quantities are to be the full inclusive prices to the Employer for the work described under the several items, value added tax excluded. Such prices shall cover all costs and expenses that may be required in and for the construction of the work described, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the quotation is based.

A price or rate is to be entered against each item in the schedule of quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the schedule

6. UNITS OF MEASUREMENT

The units of measurement indicated in the Bill of Quantities are metric units. The following abbreviations are used in the Bill of Quantities

no	=	number
PC sum	=	Prime Cost sum
Prov Sum	=	Provisional Sum
t R/only W/day	=	ton (1 000 kg) Rate only Work
	=	day
%	=	per cent
h	=	hour
ha	=	hectare
kg	=	kilogram
kl	=	kilolitre
km	=	kilometre
km-pass	=	kilometre-pass
kW	=	kilowatt
l	=	litre
m	=	metre
mm	=	millimetre
	=	
	=	
MN	=	meganewton
MN-	=	meganewton-
m	=	metre
MPa	=	megapascal
kPa	=	kilopascal
m ²	=	square metre
	=	
m ³	=	cubic metre
m ³ -km	=	cubicmetre-kilometre
m ² -	=	square
pass	=	metre-pass

7. NET MEASUREMENTS

Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for off-cuts and waste.

8. QUANTITIES

The quantities set out in these Bills of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities.

The Contract Amount to be determined in accordance with the conditions of contract identified in the Contract Data shall be computed from the actual quantities of authorized work done, value at rates determined in terms of the Contract Data, against the respective items in the Bill of Quantities.

9. CURRENCY

All rates and sums of money quoted in the Bill of Quantities shall be in Rand and whole cents. Fractions of a cent shall be discounted.

10. VALUE ADDED TAX

Value Added Tax shall be excluded from the rates and sums contracted for the various items of work included in the Bill of Quantities. VAT will be added as a single entry to the summary

- a) A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bill. The Contractor will not be paid for items against which no rate or lump sum has been entered in the Bill of Quantities.
- b) Should the Contractor group a number of items and contract one lump sum for such group of items, this single lump sum shall apply to that group of items and not to each individual item.
- c) Should the Contractor indicate against any item that compensation for such item is included in another item; the rate for the item included in another item shall be deemed nil.

- d) A submission may be regarded as non-responsive if any rates or lump sums in the Bill of Quantities are, in the opinion of the Employer, unreasonable or out of proportion.

10.2 "Rate only" items

The Contractor shall fill in a rate (in the rate column) against all items where the words "rate only" appear in the Amount column, which rate will constitute payment for work which may be done in terms of this item. Such "rate-only" items are used where it is estimated that little or no work will be required under the item or where the item is to be considered as an alternative to another item for which a quantity is given.

10.3 Arithmetic

Excepting where Sum Amounts are required or where Provisional Sums have been indicated, the Contractor shall enter an applicable rate in the Rate Column of the Bill of Quantities for each scheduled item. He shall also enter an appropriate sum in the Amount column for each scheduled item, by determining in the applicable line item the product of the Quantity and the Unit Rate.

If there is an error in the line item resulting from the product of the unit rate and the quantity, the rate shall be binding and the error of extension as entered in the Bid offer will be corrected by the Employer in determining the Contract Price.

Where there is an error in addition, either as a result of other corrections required by this checking process or in the Bidder's addition of prices, such error will be corrected by the Employer in determining the Contract Price

11. VARIATION IN TEXT

No alteration, erasure or addition is to be made in the text of the Bill of Quantities. Should any alteration, erasure or addition be made, it will not be recognized; the original wording of the Bill of Quantities will be adhered to.

**APPOINTMENT OF CONTRACTOR FOR THE INSTALLATION OF LED HIGH MAST
LIGHTS IN MADIBOGO (WARD 6)**

C2.2 BILL OF QUANTITIES

BILL NO.1 : PRELIMINARY AND GENERAL COSTS (Note : These prices shall be firm and not subject to price adjustment)					
Item	Description	Unit	QTY	Rate	Amount
1	<u>SITE ESTABLISHMENT</u>				
1.1	Site establishment and all company related overhead costs. (Site Camp, storage, rental, transport etc.)	sum	1		
2	<u>ADMINISTRATIVE</u>				
2.1	Contractors obligation in respect of compliance with health and safety requirements	sum	1		
2.2	Contractors time related obligation in respect of compliance with health and safety requirements	sum	1		
2.3	Submission of the Health and safety file/plan	sum	1		
2.4	Community Liaison Officer – (minimum wage R4 500.00 per month)	months	3		
Total for Bill No. 1 Carried forward to summary page					
BILL NO.2 : Mast Light - Material (Note : These prices shall be firm and not subject to price adjustment)					
Item	Description	Unit	QTY	Rate	Amount
1	<u>25m Scissor Mast</u>				
1.1	30 meter galvanised scissor mast complete with brackets as specified in annexure A complete with: all electrical equipment, photo cell, luminaire ring/mountings, lighting spike, trailing cable, control gear.	No	10		
1.2	LED floodlights as specified (IP66, 144 Light Emitting Diodes per luminaire, control gear IP65 with connections)	No	80		
1.3	Aircraft warning light (24hour operation)	No	10		
1.4	Maintenance/operation equipment set	Set	1		
1.5	Test lead – 10meter long with connecting plug and socket	No	2		
2	<u>Foundations</u>				

**APPOINTMENT OF CONTRACTOR FOR THE INSTALLATION OF LED HIGH MAST
LIGHTS IN MADIBOGO (WARD 6)**

2.1	Steel for foundation (reinforcing according to approved civil engineers design, base mounting bolts, templates etc) of 35mPA	set	10		
2.2	Earthing wire – 70mm ² (at least 1 x 2mØ coils under mast connected to mast and DB) and connections for mast foundation	m	220		
2.3	Earthing spikes with clamps (2 x 1.2m per mast foundation)	No	20		
2.4	Sleeves (kicker pipe – 110mm for supply cable)	No	10		
2.5	Concrete for foundation (batch delivered to engineers specification)	No	10		
3	<u>Low voltage connections</u>				
3.1	Cable, Cu, 16mm ² , 2-core, 600/1000V PVC, SWA, PVC	m	1500		
3.2	Bare Copper Earth wire, 10mm ²	m	1500		
3.3	Electrical Accessories required for all 10 Mast Lights	No	10		
3.3	Galvanized pipe 50mmØ x 3meter with 3mm wall thickness.	length	10		
3.4	Earth rods, copper plated, 1.2meter complete with clamps	No	20		
3.5	Cable warning tape - red on yellow	m	1500		
3.6	Sand or sifted soil for cable bedding and cover – 100mm under cable and 100mm cover	m ³	120		
4	<u>Other</u>				
4.1	Additional concrete (due to poor load bearing soil or	m ³	2		Rate only
4.2	Mass concrete – weak mixture of 30MPA for over	m ³	2		Rate only
4.3	Additional re-enforcing steel	kg	2		Rate only
4.4	Sleeves, 110mmØ, PVC	m	2		Rate only
Total for Bill No. 2 Carried forward to summary page					

BILL No. 3 : Mast light - Labour					
Item	Description	Unit	QTY	Rate	Amount
1	<u>Testing and commissioning</u>				
	Testing includes all related costs like travelling to site, generator hire, issuing CoC.				
1.1	Sampling of soil and geotechnical soil test (150kPa)	No	10		
1.2	Test concrete strength (Sample and cube test to 25 Mpa)	Test	10		
1.3	Test and certify structural and mechanical operation	No	10		

**APPOINTMENT OF CONTRACTOR FOR THE INSTALLATION OF LED HIGH MAST
LIGHTS IN MADIBOGO (WARD 6)**

1.4	Adjustment of light fittings according the manufacturers specification	No	80		
1.5	Commissioning and CoC	No	10		
2	<u>Excavation-foundation</u>				
2.1	Excavate – foundations per manufacturers design and soil test results. To be done from the nearest Eskom point of connection to the Mast	No	10		
2.2	Excavate - Soft Rock(Mechanical Wedging)	m³	3		Rate only
2.3	Excavate - Hard rock (Blasting, chemical cracking or similar)	m³	3		Rate only
3	<u>Excavation – LV connection</u>				
3.1	Excavate cable trench 0.6m deep x 0.5m wide	m	1500		
3.2	Excavate - Soft Rock(Mechanical Wedging)	m³	5		Rate only
3.3	Excavate - Hard rock (Blasting, chemical cracking or similar.)	m³	5		Rate only
4	<u>Backfill, compaction and rehabilitation-foundations</u>				
4.1	Backfill and compaction of soil around foundation	no	10		
4.2	Removal of excess soil from site.	no	10		
5	<u>Backfill, compaction and rehabilitation-LV cable</u>				
5.1	Backfill and compaction of soil along cable route	m	1500		
6	<u>Construction</u>				
6.1	Install earthing, steel reinforcing and mounting bolts in foundation	no	10		
6.2	Construct foundation concrete – (boxing, casting , vibrating and final smooth finish)	no	10		
6.3	Assemble and erect/install the masts – (assemble mast, mounting ring/brackets, light fittings, DB, cable and wiring)	no	10		
7	<u>Other</u>				
7.1	Crane hire for erection of the 6 masts (travelling to site and back, insurance storage)	sum	1		
7.2	Allow for Eskom new application and connection for each mast. This also includes all required accessories to complete new connections	Sum	1		
Total for Bill No. 3 Carried forward to summary page					

**APPOINTMENT OF CONTRACTOR FOR THE INSTALLATION OF LED HIGH MAST
LIGHTS IN MADIBOGO (WARD 6)**

BILL No. 4 : EXISTING SERVICES					
Item	Description	Unit	QTY	Rate	Amount
1	<u>Location of services</u>				
1.1	Locate existing services – electricity, water, sewer and Telkom if close to foundation	sum	1		
1.2	Relocation and protection of services - (proof of expense must be submitted to claim)	sum	1		
Total for Bill No. 4 Carried forward to summary page					

Item	Description	Sub-Total
1	TOTAL FOR BILL NO. 1 – Preliminaries and General (site establishment, safety, admin)	
2	TOTAL FOR BILL NO. 2 – Mast light - Material	
3	TOTAL FOR BILL NO. 3 – Mast light - Labour	
4	TOTAL FOR BILL NO. 4 – Existing Services	
	TOTAL	
5	CONTINGENCIES 10% of project value	
	SUB-TOTAL- EXC VAT	
	ADD 15% VAT	
	TOTAL INCLUDING VAT	

C3: SCOPE OF WORK

C3.1 STANDARD SPECIFICATIONS

C3.2 PROJECT SPECIFICATIONS

PART A: GENERAL

- PS-1 Project Description
- PS-2 Description of the Site and Access
- PS-3 Details of the Works
- PS-4 Construction Management Requirements

PART B: AMENDMENTS TO THE STANDARD SPECIFICATIONS

- B1 Project Specifications Relating to the Standard Specifications and Other Additional Specifications

C3.3: PARTICULAR SPECIFICATIONS

SECTION EMP: ENVIRONMENTAL MANAGEMENT SPECIFICATION

- 1 General
- 2. Training and Induction of Employees
- 3. Complaints Register and Environmental Incident Book
- 4. Site Cleanliness and Neatness
- 5. Access
- 6. Borrow Pits
- 7. Dust Control / Air Quality
- 8. Fauna
- 9. Fire Prevention and Control
- 10 Grave Sites
- 11. Materials Handling and Spills Management
- 12. Noise
- 13. Pollution Control
- 14. Rivers and Streams
- 15. Safety
- 16. Soil Management
- 17. Worker Conduct
- 18. Traffic Disturbances and Diversions
- 19. Vegetation
- 20. Waste Management

SECTION DWK: DAYWORKS

1. Scope
2. Type of Work
3. Materials
4. Construction Plant Hire
5. Salaries and Wages of Workmen
6. Measurement and Payment

SECTION OHS: PRE-CONSTRUCTION HEALTH AND SAFETY SPECIFICATION

1. Introduction and Background
2. Pre-construction Health and Safety specification
 - 2.1 Scope
 - 2.2 Interpretations
 - 2.3 Minimum Administrative requirements
 - 2.4 Health and Safety Induction, Training and Equipment
 - 2.5 Preliminary Hazard Identification and Risk Assessment
 - 2.6 Permits
 - 2.7 Incentives and Penalties
 - 2.8 Specific Project Requirements
3. Financial Provision for Health and Safety
4. Guidelines for the preparation of a Typical OH&S Plan

C3.1 STANDARD SPECIFICATIONS

The following specifications, standards and ACTs are applicable and referred to in this document and the Contractor is advised to obtain them and familiarize himself with them obtain them. Not all relevant standards could be listed, and it is assumed that a bidder that is compliant with a 3EP rating is already familiar with the relevant electrical construction environment and it's applicable standards.

OHS Act	Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) including the Electrical Machinery Regulations.
SANS A	General
SANS 121-2000-1	Hot Dip Galvanizing
SANS 156	Moulded case circuit breakers
SANS 0225	Mast design
SANS 10225 1991-1	Code of practice for the design and construction of lighting
masts SANS 1507	Electrical cables
SANS 1914-1 to 6	Targeted Construction Procurement
SANS 1921 – 1	Construction and Management Requirements for Works Contracts Part 1: General Engineering and Construction Works
SANS 1921-2	Construction and Management Requirements for Works Contracts Part 2: Accommodation of Traffic on Public Roads Occupied by the Contractor.
SANS 1921-5	Generic Labour-Intensive Specification Part 5: Earthworks.
SANS 5863:2006	Concrete tests: Compressive Strength of Hardened Concrete
SANS 10142 Part 1 -	Wiring of premises – Low voltage
SANS 10214-1987-1	Manufacturing specifications
SANS 10396:	Implementing Preferential Construction Procurement Policies using Targeted Procurement Procedures
IEC 60529	Degrees of protection procured by enclosures (IP code)
AISI Grade 316	Stainless steel
SABS 1431 - 355WA	Tensile strength of steel
ISO 1461	Hot dip galvanizing

C3.2: PROJECT SPECIFICATIONS

STATUS

The Project Specification, consisting of two parts, forms an integral part of the contract and supplements the Standard Specifications.

Part A contains a general description of the works, the site and the requirements to be met.

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

In the event of any discrepancy between a part or parts of the Standardized or Particular Specifications and the Project Specification, the Project Specification shall take precedence. In the event of a discrepancy between the Specifications, (including the Project Specifications) and the drawings and / or the Bill of Quantities, the discrepancy shall be resolved by the Engineer before the execution of the work under the relevant item.

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

PART A: GENERAL

PS-1 PROJECT DESCRIPTION

The Ratlou Local Municipality need to expand the existing public lighting in the Municipality. The residential area of MADIBONGO was identified and based on available funding it was decided to install 10 mast lights in MADIBONGO Ward 6. Based on the approved Public Lighting Master Plan it was decided that 30meter scissor masts with 8 Led floodlight of 400 to 500Watts would be the most suitable.

The scope of this tender shall include:

- Supply and delivery to site
- Casting foundations
- Assemble, erecting and installation
- Raising and lowering luminaire ring masts
- Installation of 8 X 400W-500W LED Luminaires per Masts
- Internal Electrical Works and Electrical Certificate of Compliance
- Testing and commissioning of the automatic lifting system (Cold Commissioning)
- Eskom Connection
- Testing & Commissioning (Hot Commissioning)

The Contractor will be responsible for the soil test, foundation and mast design, foundation construction and the supply and erection of the masts. The ESKOM supply points will be arranged by the Municipality and electrical supply installation will be done by the contractor only if the ESKOM supply points have been installed. If not the Contractor/Bidder will only be required to supply the material.

PS-2 DESCRIPTION OF THE SITE AND ACCESS

2.1 Location of site

The installation of the masts will be at the specific points to be indicated by the Municipality in MADIBONGO. Sites will be in public space and/or road reserves. The pavement is shared by several service providers and proper identification of existing services will be required. During the construction of the foundation and the installation of the masts the contractor must ensure that the mast will hinge parallel to the road and will clear all obstructions. ***The axact location will be confirmed after the appointment of the Contractor in consultation with the relevant Ward Councilor.***

There are no registered street numbers and/or stand numbers available and therefore the GPS co-ordinates are recommended for locations of the Masts.

Location of the Works (also see site map)

The following details provide the key elements of the project area.

- North West Province
- Municipal Area : Ratlou local Municipality
- MADIBONGO residential area

The following authorities will have to be contacted for assistance:

Electrical Cables ESKOM

Overhead lines ESKOM

Water and sewer lines

Municipality Communication lines Telkom/ Open
Serve

Signage Roads and Storm Water Department of the Ratlou Local
Municipality

Storm water Roads and Storm Water Department of the Ratlou Local
Municipality

The site is always accessible which will assist construction. If there is a drive way that must be crossed and access to the property must be arranged with the owner. Reasonably safe access should be provided and crossing of the drive way must be completed before sunset to allow the residents to get access to their property. Traffic control, fencing and road signage will be critical.

The site shall not only include the proclaimed road reserve but shall be extended in the broader sense to take account of all areas occupied by the Contractor, be it deliberate or unintentional, in the execution of the contract.

Incidental intrusion into private property outside the road reserve shall not be permitted without the owner's written authority. Any such agreement reached with a private landowner shall include the proviso that any material or equipment on that site shall remain the exclusive property of the Employer in terms of the contract.

2.2 Access to site

The contractor shall be responsible for the maintenance and reinstatement of damage caused by him or his agents/deliveries to vehicular access tracks and rights of way. No damage to fauna and flora located outside the limits of the road reserve will be permitted on the contract.

The contractor shall take cognizance of the aforementioned items concerning roads and tracks and allow for any costs in his Bid under the relevant section in the Bill of Quantities.

PS-3 DETAILS OF THE WORKS

The project will have the following main items:

List

- Take a soil sample of each site and test
- Locate all existing services
- Excavate foundations
- Foundation steelworks
- Casting foundations
- Cube tests and curing
- Supply and deliver masts and fittings to site
- Assemble and erect masts including balancing
- Clean and rehabilitate the site including the removal of excess material
- Finalise connections and wiring
- Test (with a generator)

- Issue Certificates of Compliance for the masts
- Clean site

5 IF ESKOM SUPPLY HAVE BEEN INSTALLED:

- Locate services
- Install sleeves at crossings
- Excavate cable route
- Install bedding
- Install cable and earthing
- Cover cable, backfill
- Clean site
- Connect cables
- Issue CoC

Note: The description of the works is not necessarily limited to the above items.

6 Details

- Take a soil sample of each site and test
A soil sample must be taken at each site. The soil needs to be analysed to confirm stability and correct foundation design. A loadbearing capacity of 150MPa should be achieved for a standard foundation.
- Locate all existing services

The installations will be in road reserves used by other service providers so these services must be identified/located and avoided and/or protected. In special circumstances services might have to be re-located.

- Excavate foundations

The foundations must be excavated according to the specific design. Excavations must be properly fenced for safety.

Foundation steel works

The required reinforcing must be installed according to the design including the mounting bolts. A suitable sleeve for easy cable installation must be installed.

Casting the foundations.

The foundations must be filled with concrete in one continuous pour and vibrated to achieve complete penetration and remove all air. A strength of 30MPa.

Cube test and curing

The strength of the concrete is critical must be according to the design specification. A test sample (cube) must be taken from every batch and tested to confirm compliance. The foundation must then be allowed to cure as specified before any further construction can take place.

Supply and deliver masts and fittings to site

The galvanised scissor mast, mounting brackets, light fittings and related equipment must be transported to site. This includes offloading and storage if necessary and all the related cost must be

included in the bill of quantities.

Assemble and erect masts including balancing

The mast must be assembled on site and placed on the foundation. Any equipment needed to do this must be provided by the contractor and included in the cost. It must be levelled and secure with the specific beam filling to close all gaps between the foundation and the mast base. The light fittings must be mounted and angled according to the manufacturer or the Municipal specification. Once all the equipment have been installed the mast must be properly balanced for correct operation.

Clean and rehabilitate the site including the removal of excess material

Any gaps between the foundation and the surrounding soil must be filled in and compacted. The area around the mast foundation must be levelled and cleaned. The excavated material must be removed from the site.

Finalise connections and wiring

All the electrical equipment must be installed and connected. Factory connections should also be checked to avoid loose/hot connections.

Test (with a generator)

Due to the long delays with new ESKOM supply points the testing will have to be done with a generator. The contractor will be responsible for the provision of a suitable generator for testing and the all the related costs must be included in the bill of quantities.

Issue Certificates of Compliance for the masts

A certificate of Compliance must then be issued for the electrical installation.

3.1 Roadwork's

The pavement or road reserve must be restored to the original condition after construction.

3.2 Structures

No major structure was identified.

3.3 Ancillary works

The following ancillary works shall form part of this contract:

- installation of kerbing where damaged or removed
- construction of concrete side drains if damaged or removed

3.4 Traffic

The sites will be in or next to internal streets in a residential areas with low traffic volumes. Adequate signage and barriers must be provided to ensure safety and facilitate traffic flow.

3.5 Nature of ground conditions and subsoil conditions

In general the materials excavated can be utilized again for back filling. The presence of rock formations is unlikely but some provision have been made in the bill of quantities.

3.6 Climatic conditions

The project falls within the summer rainfall region of North West in South Africa, with the rainy season lasting from approximately November to April.

3.7 Temperature:

This area experiences a hot semi-arid climate with an average temperature of 19.9° C. Summer days are hot with temperatures varying between 26.3° - 27.8° C in October to March. Summer night temperatures are cool to mild between 13.4° - 16.6° C in October to March. Winter day temperatures are mild to hot varying between 19.6° - 25.2° C in April to September. Winter nights are cold with temperatures of 4.3° - 12.1° C in April to September.

3.8 Rainfall:

The average rainfall up to 2004 (10 years) is 542.7mm/year with a maximum of 959mm in 1996 and a minimum of 196mm in 2003.

3.9 Labour recruitment conditions

Due to the specialised nature of the work there will be very limited opportunity for local labour. If local labour can be used it should be according to EPWP guidelines. A Community liaison officer (C.L.O.) will not be appointed due to the short duration of the construction. Local labour must be shall be remunerated under the contract.

4.11 Construction in confined Areas

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

However, the Contractor shall note that, unless provided for in terms of the scheduled payment items in the Specifications or Bill of Quantities for the project, measurement and payment shall be in accordance with the actual quantities and dimensions only, irrespective of the method used for achieving these dimensions, and that the Bided rates and amounts shall include full compensation for all special equipment and construction methods and for all difficulties encountered when working in confined areas and narrow widths, and at or around obstructions, and that no extra payment shall be made nor shall any claim for additional payment be considered in such cases.

PS-4 CONSTRUCTION AND MANAGEMENT REQUIREMENTS

4.1 General

The Contractor is referred to **SANS 1921: 2004 parts 1, 2 and 3: Construction and Management Requirements for Works Contracts**. These specifications shall be applicable to the contract under consideration and the Contractor shall comply with all requirements relevant to the project.

Certain aspects however require further attention as described hereafter.

4.2 Drawings *(Read with SANS 1921 – 1: 2004 clauses 4.1.7; 4.1.11 and 4.1.12)*

The reduced drawings which form part of the Bid documents shall be used for Bidding purposes only and is attached at the back of this document under section C4.3.

The contractor shall acquire the design drawings from the registered designer of the manufacturer. The Contractor shall at his own expense re-produce further paper prints required for the construction of the work and shall submit 2 copies to the Municipality at the completion of the Contract.

Any information which the Contractor has control over and which is required by the Resident Engineer shall be made available to the Resident Engineer before the Certificate of Completion is issued. Only written dimensions may be used. Dimensions are not to be scaled from drawings unless ordered by the designing Engineer of the Manufacturer. The Engineer of the Manufacturer will supply all figures / dimensions which are not shown on the drawings. The levels or dimensions given on the drawings are subject to confirmation on site. The Contractor shall submit all levels and dimensions to the Engineer of the Manufacturer for confirmation before he commences with any structural construction work. The Contractor shall also check all clearances which are given on the drawings and inform the Engineer of the Manufacturer of any conflicting dimensions.

4.3 Responsibilities for design and construction *(Read with SANS 1921 – 1:2004 Clause 4.2)*

4.3.1 The responsibility strategy followed in this contract shall be A.

4.3.2 The Engineer of the Manufacturer is responsible for the design of the foundation and masts. The Municipality will confirm the site locations and final positions.

4.4 Planning, Programme and Method Statements *(Read with SANS 1921-1:2004 clause 4.3)*

4.4.1 Preliminary programme

The Contractor shall include with his Bid a programme in the form of a simplified bar chart with sufficient details to show clearly how the works will be performed within the time for completion as stated in the Contract Data.

The Contractor shall be deemed to have allowed fully in his Bided rates and prices as well as in his programme for all possible delays due to normal adverse weather conditions and special non-working days as specified in the Special Conditions of Contract, in the Project Specifications and in the Contract Data.

The following constraints shall be taken into account in preparing the preliminary construction programme which must be submitted with the Bid. These same constraints shall apply to the final construction programme.

- a) The Contract will be as Bided by the contractor. Plant and personnel requirements to complete the project must be incorporated in the Bid and shown on the programme.
- b) A high standard of traffic accommodation
- c) The relocation of services
- d) Ancillary works by Emerging Contractors

4.4.2 Programme in terms of Clause 5.6 of the General Conditions of Contract

It is essential that the construction programme, which shall conform in all respects to Clause 5.6 of the General Conditions of Contract, be furnished within the time stated in the Contract Data. The preliminary programme to be submitted with the Bid shall be used as basis for this programme.

The following must be stated on the programme:

- (a) 2 weeks must be allocated at the start of the project for the setting out of existing services and confirmation of such services. No work will be allowed prior to the confirmation process being completed.
- (b) The quantity of work applicable to each bar item as well as the rate at which the work will be completed.
- (c) A budget of the value of completed work, month by month, for the full contract period.
- (d) The critical path.
- (e) Work to be undertaken by Local Contractor (if applicable)
- (f) Schedule of plant and recourses to be utilized

The Contractor's attention is also drawn to clause 5.7 of the General Conditions of Contract 2010.

4.4.3 Time for Completion

The Time for Completion shall be **03 months** as indicated under section C1.2. Contract Data.

4.4.4 Delay in Completion

The Contractor shall organise the Works in such a manner that no delays occur. Delays due to faulty organisation or lack or shortage of materials or labour or co-operation with other parties or to any other cause within the control of the Contractor will not be counted and full power is reserved by the Engineer to

order the Contractor to expedite the work should the work, in the opinion of the Engineer, not progress in a satisfactory way.

4.5 Quality Assurance (QA) *(Read with SANS 1921 – 1: 2004 clause 4.4)*

The Contractor will be solely responsible for the production of work that complies with the Specifications to the satisfaction of the Engineer. To this end it will be the full responsibility of the Contractor to institute an appropriate Quality Assurance (QA) system on site. The Engineer will audit the Contractor's quality assurance (QA) system on a regular basis to verify that adequate independent checks and tests are being carried out and to ensure that the Contractor's own control is sufficient to identify any possible quality problems which could cause a delay or failure.

The Contractor shall ensure that efficient supervisory staff, the required transport, instruments, equipment and tools are available to control the quality of his own workmanship in accordance with his QA-system. His attention is drawn to the fact that it is not the duty of the Engineer or the Engineer's representative to act as foreman or surveyor.

4.6 Management and disposal of water *(Read with SANS 1921 – 1 : 2004 clause 4.6)*

The Contractor shall pay special attention to the management and disposal of water and storm water on the site. It is essential that all completed works or parts thereof are kept dry and properly drained. Claims for delay and for repair of damage caused to the works as a result of the Contractor's failure to properly manage rain and surface water, will not be considered.

4.7 Earthworks *(Read with SANS 1921 – 1 : 2004 clause 4.10)*

4.7.1 Borrow pits and spoil areas

No borrow pits have been identified. If additional soil or sand is needed it can be sourced from local service providers. The spoil sites shall be the Municipal Dump site. The Contractor shall be permitted to use only those spoil areas approved by the Engineer. Should the Contractor wish to use any other spoil area for the disposal of soil, rubble, vegetation, etc, its use shall be subject to the approval of the Engineer and the landowner.

4.8 Testing

Testing according to SANS 10142 Part 1 with certification. The concrete test must be according to SANS 5863 with certification. The soil must be tested with a Dynamic Cone Penetration test.

4.8.1 Process control

The Contractor shall arrange for his own process control.

4.8.2 Acceptance control

The Contractor will submit the proof that material complies with SABS standards as well as the test

certificates for the cable joints and termination.

4.9 Site Establishment *(Read with SANS 1921 – 1 : 2004 clause 4.14)*

4.9.1 Contractor's camp site and depot

The Contractor is responsible to provide a suitable site for his camp and to provide accommodation for his personnel and laborers. If the Employer can make any specific site available to the Contractor, such site will be pointed out to the Contractor.

Possible locations for a campsite shall be pointed out at the Site inspection. The Contractor shall conform to all local authority, environmental and industrial regulations.

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

The Contractor shall provide security watchmen for the contract as he deems fit at no extra cost for the Employer. The Contractor must ensure that all his employees as well as the employees of his subcontractors are able to identify themselves as members of the construction team.

4.9.2 Accommodation of Employees

No employees except for security guards will be allowed to sleep or be accommodated on the site in urban areas.

No housing is available for the Contractor's employees and the Contractor shall make his own arrangements to house his employees and to transport them to site. No informal housing or squatting will be allowed.

The Contractor shall provide the necessary ablution facilities at his camp site and the site of the works for the use of his employees. Chemical toilets will only be allowed where temporary facilities have to be provided.

4.10 Survey beacons *(Read with SANS 1921 – 1 : 2004 clause 4.15)*

The Contractor shall take special precautions to protect all permanent survey beacons or pegs such as bench-marks, stand boundary pegs and trigonometrical beacons, regardless whether such beacons or pegs were placed before or during the execution of the Contract. If any such beacons or pegs have been disturbed by the Contractor or his employees, the Contractor shall have them replaced by a registered land surveyor at his own cost.

4.11 Existing Services *(Read with SANS 1921 – 1: 2004 clause 4.17)*

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

It is the contractors responsibility to identified services that will interact with the construction work. The contractor will be responsible to do the application and negotiation on the relocation of the sifting of services.

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

Services belonging to the following service owners will be encountered.

SERVICE OWNER	TYPE OF SERVICE
ESKOM	Electrical cables
Telkom(Open Serve) Sekhukhune District Municipality	Telephone lines and Cables
Sekhukhune District Municipality	Waterlines and sewer reticulation
Ratlou Local Municipality	Bulk water lines Streets

A provisional amount is included in the bill of quantities for the protection and/or shifting of services.

Two weeks prior to commencing construction activities in a particular area, the Contractor shall also diligently enquire of local landowners as to whether there are any other known services which have not been shown on the drawings but which may be affected by the construction activities in that area, and any such services shall be brought to the attention of the Engineer immediately. The contractor shall make provision in his programme for the location and/or shifting of services.

The Contractor shall take note of the requirements of clause 1202 of the standard specifications with regard to services.

4.12 Health and Safety *(Read with SANS 1921 - 1: 2004 clause 4.18)*

4.12.1 General statement

It is a requirement of this contract that the Contractor shall provide a safe and healthy working environment and to direct all his activities in such a manner that his employees and any other persons, who may be directly affected by his activities, are not exposed to hazards to their health and safety. To this end the Contractor shall assume full responsibility to conform to all the provisions of the Occupational Health and Safety Act (OHSA) No 85 and Amendment Act No 181 of 1993, and the OHSA 1993 Construction Regulations 2014 issued on 7 February 2014 by the Department of Labour.

For the purpose of this contract the Contractor is required to confirm his status as mandatory and

employer in his own right for the execution of the contract by entering into an agreement with the Employer in terms of the Occupational Health and Safety Act in the form as included in section C1.5.

4.12.2 Health and Safety Specifications and Plans

(a) Employer's Health and Safety Specification

The Employer's Health and Safety Specification is included in Section C3.3, of the Bid documents as part of the Particular Specifications.

(b) Bidder's Health and Safety Plan

The Bidder shall submit with the bid his own documented Health and Safety Plan he proposes to be implement for the execution of the work under the contract. The Health and Safety Plan must at least cover the following:

- (i) a proper risk assessment of the works, risk items, work methods and procedures in terms of Regulations 9 to 30;
- (ii) pro-active identification of potential hazards and unsafe working conditions;
- (iii) provision of a safe working environment and equipment;
- (iv) statements of methods to ensure the health and safety of subcontractors, employees and visitors to the site, including safety training in hazards and risk areas (*Regulation 7*);
- (v) monitoring health and safety on the site of works on a regular basis, and keeping of records and registers as provided for in the Construction Regulations;
- (vi) details of the Construction Supervisor, the Construction Safety Officers and other competent persons he intends to appoint for the construction works in terms of Regulation 8 and other applicable regulations; and
- (vii) details of methods to ensure that his Health and Safety Plan is carried out effectively in accordance with the Construction Regulations 2014.

The Contractor's Health and Safety Plan will be subject to approval by the Employer, or amendment if necessary, before commencement of construction work. The Contractor will not be allowed to commence work, or his work will be suspended if he had already commenced work, before he has obtained the Employer's written approval of his Health and Safety Plan.

Time lost due to delayed commencement or suspension of the work as a result of the Contractor's failure to obtain approval for his safety plan, shall not be used as a reason to claim for extension of time or standing time and related costs

4.12.3 Cost of compliance with the OHSA Construction Regulations

The rates and prices Bided by the Contractor shall be deemed to include all costs for conforming to the

requirements of the Act, the Construction Regulations and the Employer's Health and Safety Specification as applicable to this contract.

Should the Contractor fail to comply with the provisions of the Construction Regulations, he will be liable for penalties as provided in the Construction Regulations and in the Employer's Health and Safety Specification.

4.13 Requirements for Accommodation of Traffic (*Read with SANS 1921 - 2 : 2004*)

4.13.1 General

The Contractor will be responsible for the safe and easy passage of public traffic past and on sections of roads of which he has occupation or where work has to be done near traffic.

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

Accommodation of traffic, where applicable shall comply with SANS 1921-2: 2004: Construction and Management Requirements for Works Contracts, Part 2: Accommodation of Traffic on Public Roads occupied by the Contractor. The Contractor shall obtain this specification from Standards South Africa if accommodation of traffic will be involved on any part of the construction works.

4.13.2 Basic Requirements

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

The Contractor shall ensure that all road signs, barricades, delineators, flagmen and speed controls are effective and that courtesy is extended to the public at all times.

Failure to maintain road signs, warning signs or flicker lights, etc, in a good condition shall constitute ample reason for the Engineer to suspend the work until the road signs, etc, have been repaired to his satisfaction.

The Contractor may not commence constructional activities affecting existing roads before adequate provision has been made to accommodate traffic in accordance with the requirements of this document and the South African Road Traffic Signs Manual.

The Contractor shall construct and maintain all temporary drainage works necessary for temporary deviations.

The Contractor shall provide and grant access to persons whose properties fall within or adjoin the area in which he is working.

4.13.3 Payment

The Contractor's Bided rates for the relevant items in the Bill of Quantities shall include full compensation for all possible additional costs which may arise from this, and no claims for extra payment due to inconvenience as a result of the modus operandi will be considered.

4.14 Management of the environment *(Read with SANS 1921 - 1 : 2004 clause 4.19)*

Respect for the environment is an important aspect of this contract and the Contractor shall pay special attention to the following:

4.14.1 Natural Vegetation

The Contractor shall confine his operation to the limits of the road reserve for the purpose of constructing the works and where applicable detours, shall be sited in consultation with the Engineer and the local communities.

Only those trees and shrubs directly affected by the works and such others as the Engineer may direct in writing shall be cut down and stumped. The natural vegetation, grassing and other plants shall not be disturbed other than in areas where it is essential for the execution of the work or where directed by the Engineer.

4.14.2 Fires

The Contractor shall comply with the statutory and local fire regulations. He shall also take all necessary precautions to prevent any fires. In the event of fire the Contractor shall take active steps to limit and extinguish the fire and shall accept full responsibility for damages and claims resulting from such fires which may have been caused by him or his employees.

4.14.3 Environmental Management Plan

In addition to the above all requirements according to the Environmental Management Plan as detailed in C3.3, Particular Specifications, will be adhered to.

PS-5 Expanded Public Works Programme (EPWP) labour intensive specification

5.1. Labour Regulations

5.1.1 Payment for the labour-intensive component of the works

Payment for works identified in the Project Specifications as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the scope of work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.

5.1.2 Applicable labour laws

The Ministerial Determination for Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice N° R347 of 4 May 2012, as reproduced below, shall apply to works described in the scope of work as being labour.

5.1.3 Introduction

This document contains the standard terms and conditions for workers employed in elementary occupations on a project (EPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of a EPWP.

In this document –

- (a) “department” means any department of the State, implementing agent or contractor;
- (b) “employer” means any department, implementing agency or contractor that hires workers to work in

elementary occupations on a EPWP;

- (c) “worker” means any person working in an elementary occupation on a EPWP;
- (d) “elementary occupation” means any occupation involving unskilled or semi-skilled work;
- (e) “management” means any person employed by a department or implementing agency to administer or execute an EPWP;
- (f) “task” means a fixed quantity of work;
- (g) “task-based work” means work in which a worker is paid a fixed rate for performing a task;
- (h) “task-rated worker” means a worker paid on the basis of the number of tasks completed;
- (i) “time-rated worker” means a worker paid on the basis of the length of time worked.

5.1.4 Terms of Work

5.1.4.1 Workers on a EPWP are employed on a temporary basis or Contract Basis.

5.1.5 Normal Hours of Work

5.1.5.1 An employer may not set tasks or hours of work that require a worker to work–

- (a) more than forty hours in any week
- (b) on more than five days in any week; and
- (c) for more than eight hours on any day.

5.1.5.2 An employer and worker may agree that a worker will work four days per week. The worker may then

work up to ten hours per day.

- 5.1.5.3 A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.

5.1.6 Meal Breaks

- 5.1.6.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- 5.1.6.2 An employer and worker may agree on longer meal breaks.
- 5.1.6.3 A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.
- 5.1.6.4 A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

5.1.7 Special Conditions for Security Guards

- 5.1.7.1 A security guard may work up to 55 hours per week and up to eleven hours per day.
- 5.1.7.2 A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.

5.1.8 Daily Rest Period

Every worker is entitled to a daily rest period of at least eight consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.

5.1.9 Weekly Rest Period

Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by workers during their ordinary hours of work ("emergency work").

5.1.10 Sick Leave

- 5.1.10.1 Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.
- 5.1.10.2 A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.
- 5.1.10.3 A worker may accumulate a maximum of twelve days' sick leave in a year.

- 5.1.10.4 Accumulated sick-leave may not be transferred from one contract to another contract.
- 5.1.10.5 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.
- 5.1.10.6 An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.
- 5.1.10.7 An employer must pay a worker sick pay on the worker's usual payday.
- 5.1.10.8 Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –
- (a) absent from work for more than two consecutive days; or
 - (b) absent from work on more than two occasions in any eight-week period.
- 5.1.10.9 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorized to issue medical certificates indicating the duration and reason for incapacity.
- 5.1.10.10 A worker is not entitled to paid sick leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

5.1.11 Maternity Leave

- 5.1.11.1 A worker may take up to four consecutive months' unpaid maternity leave.
- 5.1.11.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.
- 5.1.11.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- 5.1.11.4 A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
- 5.1.11.5 A worker may begin maternity leave –
- (a) four weeks before the expected date of birth; or
 - (b) on an earlier date –
 - (i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
 - (ii) if agreed to between employer and worker; or
 - (c) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.
- 5.1.11.6 A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.

5.1.12 Family responsibility leave

5.1.12.1 Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances -

- (a) when the employee's child is born;
- (b) when the employee's child is sick;
- (c) in the event of a death of –
 - (i) the employee's spouse or life partner;
 - (ii) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

5.1.13 Statement of Conditions

5.1.13.1 An employer must give a worker a statement containing the following details at the start of employment

- (a) the employer's name and address and the name of the EPWP;
- (b) the tasks or job that the worker is to perform; and
- (c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
- (d) the worker's rate of pay and how this is to be calculated;
- (e) the training that the worker will receive during the EPWP.

5.1.13.2 An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.

5.1.13.3 An employer must supply each worker with a copy of these conditions of employment.

5.1.14 Keeping Records

5.1.14.1 Every employer must keep a written record of at least the following –

- (a) the worker's name and position;
- (b) in the case of a task-rated worker, the number of tasks completed by the worker;
- (c) in the case of a time-rated worker, the time worked by the worker;
- (d) payments made to each worker.

5.1.14.2 The employer must keep this record for a period of at least three years after the completion of the EPWP.

5.1.15 Payment

- 5.1.15 .1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account.
- 5.1.15.2 a worker may not be paid less than the minimum wage rate of **R150.00** per day or per task. This will be adjusted annually on the 1st of November in line with inflation (Available CPI as provided by StatSA six (6) weeks before implementation)
- 5.1.15 .3 A task-rated worker will only be paid for tasks that have been completed.
- 5.1.15 .4 An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.
- 5.1.15 .5 A time-rated worker will be paid at the end of each month.
- 5.1.15 .6 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- 5.1.15 .7 Payment in cash or by cheque must take place –
 - (a) at the workplace or at a place agreed to by the worker;
 - (b) during the worker’s working hours or within fifteen minutes of the start or finish of work;
 - (c) in a sealed envelope which becomes the property of the worker.
- 5.1.15 .8 An employer must give a worker the following information in writing –
 - (a) the period for which payment is made;
 - (b) the numbers of tasks completed or hours worked;
 - (c) the worker’s earnings;
 - (d) any money deducted from the payment;
 - (e) the actual amount paid to the worker.
- 5.1.15.9 If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it
- 5.1.15.10 If a worker’s employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

5.1.16 Deductions

- 5.1.16.1 An employer may not deduct money from a worker’s payment unless the deduction is required in terms of a law.
- 5.1.16.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.
- 5.1.16.3 An employer who deducts money from a worker’s pay for payment to another person must pay the money to that person within the time period and other requirements
- 5.1.16.4 specified in the agreement law, court order or arbitration award concerned.
- 5.1.16.5 An employer may not require or allow a worker to

- (a) repay any payment except an overpayment previously made by the employer by mistake;
- (b) state that the worker received a greater amount of money than the employer actually paid to the worker; or
- (c) pay the employer or any other person for having been employed.

5.1.17 Health and Safety

5.1.17.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.

5.1.17.2 A worker must –

- (a) work in a way that does not endanger his/her health and safety or that of any other person;
- (b) obey any health and safety instruction;
- (c) obey all health and safety rules of the EPWP;
- (d) use any personal protective equipment or clothing issued by the employer;
- (e) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

5.1.18 Compensation for Injuries and Diseases

5.1.18.1 It is the responsibility of the contractor to arrange for all persons employed on a EPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.

5.1.18.2 A worker must report any work-related injury or occupational disease to their employer or manager.

5.1.18.3 The employer must report the accident or disease to the Compensation Commissioner.

5.1.18.4 An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

5.1.19 Termination

5.1.15.1 The employer may terminate the employment of a worker for good cause after following a fair procedure.

6.1.19.2 A worker will not receive severance pay on termination.

6.1.19.3 A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.

6.1.19.4 A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month

period.

- 6.1.19.5 A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

5.1.20 Certificate of Service

- 5.1.20.1 On termination of employment, a worker is entitled to a certificate stating –
- (a) the worker's full name;
 - (b) the name and address of the employer;
 - (c) the EPWP on which the worker worked;
 - (d) the work performed by the worker;
 - (e) any training received by the worker as part of the EPWP;
 - (f) the period for which the worker worked on the EPWP;
 - (g) any other information agreed on by the employer and worker.

5.1.21 Contractor's default in payment to Labourers and Employees

Any dispute between the Contractor and labourers, regarding delayed payment or default in payment of fair wages, if not resolved immediately may compel the Employer to intervene.

The Employer may, upon the Contractor defaulting payment, pay the moneys due to the workers not honoured in time, out of any moneys due or which may become due to the Contractor under the Contract.

5.1.22 Provision of Hand tools

The Contractor shall provide his labour force with hand tools of adequate quality, sufficient in numbers and make the necessary provisions to maintain the tools in good and safe working conditions.

5.1.23 Reporting

The Contractor shall submit monthly returns/reports as specified below:

- Signed Muster rolls/pay sheets of temporary workers and permanent staff detailing the number, category, gender, rate of pay and daily attendance.
- Plant utilization returns
- Progress report detailing production output compared to the programme of works intensive and which are undertaken by unskilled or semi-skilled workers.

9.2 Labour intensive competencies of supervisory and management staff
Table 1: Skills programme for supervisory and management staff

Personnel	NQF level	Unit standard titles	Skills programme description
Team leader / supervisor	2	Apply Labour Intensive Construction Systems and Techniques to Work Activities	This unit standard must be completed, and
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Storm water Drainage	any one of these 3 unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Foreman/ supervisor	4	Implement labour Intensive Construction Systems and Techniques	This unit standard must be completed, and
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Storm water Drainage	any one of these 3 unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Site Agent / Manager (i.e. the contractor's most senior	5	Manage Labour Intensive Construction Processes	Skills Programme against this single unit standard

representative that is resident on the site)			
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5.2 Employment of unskilled and semi-skilled workers in labour-intensive works – According to SANS 1914-5.

5.2.1 Requirements for the sourcing and engagement of labour.

5.2.1.1 Unskilled and semi-skilled labour required for the execution of all labour intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.

5.2.1.2 The rate of pay set for the EPWP per task or per day is **R 150.00/day or/task** as set out by the RatlouLocal Municipality.

5.2.1.3 Tasks established by the contractor must be such that:

- a) the average worker completes 5 tasks per week in 40 hours or less; and
- b) the weakest worker completes 5 tasks per week in 55 hours or less.

5.2.1.4 The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 5.2.1.3.

5.2.1.5 The Contractor shall, through all available community structures, inform the local community of the labour intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:

- a) where the head of the household has less than a primary school education;
- b) that has less than one full time person earning an income;
- c) where subsistence agriculture is the source of income.
- d) those that are not in receipt of any social security pension income

5.2.1.6 The Contractor shall endeavours to ensure that the expenditure on the employment of temporary workers is in the following proportions:

- a) 55 % women;
- b) 40% youth who are between the ages of 18 and 35; and
- c) 2% on persons with disabilities.

5.3 Specific provisions pertaining to SANS 1914-5

5.3.1 Definitions

Targeted labour: Unemployed persons who are employed as local labour on the project.

5.3.2 Contract participation goals

- 5.3.2.1 There is no specified contract participation goal for the contract. The contract participation goal shall be measured in the performance of the contract to enable the employment provided to targeted labour to be quantified.
- 5.3.2.2 The wages and allowances used to calculate the contract participation goal shall, with respect to both time-rated and task rated workers, comprise all wages paid and any training allowance paid in respect of agreed training programmes.

5.3.3 Terms and conditions for the engagement of targeted labour

Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts shall be entered into with targeted labour.

5.3.4 Variations to SANS 1914-5

- 5.3.4.1 The definition for net amount shall be amended as follows:

Financial value of the contract upon completion, exclusive of any value added tax or sales tax which the law requires the employer to pay the contractor.

- 5.3.4.2 The schedule referred to in 5.2 shall in addition reflect the status of targeted labour as women, youth and persons with disabilities and the number of days of formal training provided to targeted labour.

PART B: AMENDMENTS TO THE STANDARD SPECIFICATIONS

Project Specifications Relating to the material and equipment and Other Additional Specifications

- B1. Only new equipment may be supplied (no refurbished or re-manufactured units): Ring Main Unit, circuit breakers, cables, cubicle and meter kiosk.
- B2. All electrical material to be SABS or IEC approved in the absence of a SABS specification.
- B3. Test specifications
- B3.1 Soil should have bearing capacity of 150kPa
- B3.2 Concrete must be at least 30Mpa
- B4. Equipment specification

B4.1 SCISSOR MAST LIGHT

The manufacturer of the masts must be ISO 9001 accredited. (proof must be submitted)

1. Construction

- 1.1. The masts shall be octagonal in cross section and tapering uniformly to the top.
- 1.2. The masts shall be assembled on site by means of one taper swage.
- 1.3. The lower half of the masts shall be divided into two fully enclosed half sections, which shall form an octagonal section in the operating position with no unsightly steps or protrusions.
- 1.4. The pivotingshall be located approximately at the mid-point of the (fulcrum) mast and shall consist of two full-length stainless steel sleeves and NOT of a shaft and hinge plates.
- 1.5. The pivoting half of the mast shall be securely bolted to the base plate by means of an adequately designed vandal proof securing system. A special socket type spanner shall be provided for this securing system.
- 1.6. A vandal-proof automatic locking device shall be incorporated, requiring special tools for unlatching.
- 1.7. A suitable ring framework for the mounting of 8 x 400-500W LED floodlight luminaries in a symmetrical orientation shall be fitted to the top of the mast.
- 1.8. The pivoting half of the mast shall permit the accurate balancing of the top load in such a manner that one person using a Nylon rope only can perform the lowering operation.
- 1.9. It shall not be necessary to use a winch or power tool to lower the pivoting section of the mast.
- 1.10. Changes in the top load of the mast shall be accommodated by changes in the counterweights at the base of the pivoting section of the mast.
- 1.11. A safety chain shall connect the pivoting half with the fixed half to prevent accidental lowering or damage to the trailing cable.
- 1.12. The fixed part shall have sufficient space to permit the mounting of electrical equipment such as Distribution board and a multi-pin socket.

2. Design

- 2.1. The mast shall be designed to carry the specified quantity of luminaires on top in strict accordance with SANS 10225 1991-1 Code of Practice for the Design and Construction of Lighting Masts. The following site factors shall be considered:

2.1.1.	Design wind speed	=	40m/s
2.1.2.	Category of terrain	=	2
2.1.3.	Altitude of site	=	900 m

- 2.2. The following design calculations shall be submitted:

- 2.2.1. The mast in wind conditions
- 2.2.2. The mast during lowering
- 2.2.3.

3. Material and corrosion protection

- 3.1. All material used in the pivot construction shall be of AISI grade 316 stainless steel.
- 3.2. Steel used in the construction of the mast shall have an ultimate tensile strength of between 460 and 680MPa and identical to SABS 1431 grade 355WA.
- 3.3. All parts of the masts shall be hot dip galvanized to ISO 1461 and SANS 121-2000-1 specifications and test certificates shall be provided if required.
- 3.4. All manufacturing shall be compliant to SANS 10214-1987-1.
- 3.5. No drilling, machining or welding shall be performed on the masts after galvanizing.

4. Electrical connection to the luminaires

- 4.1. A flexible, heavy-duty 5-core trailing cable shall be provided. The trailing cable shall be firmly connected to the luminaire carriage. Suitable connectors of the CEE type or connectors meeting IP44 within DIN 40 050 shall be provided.
- 4.2. A fully enclosed IP30 distribution board shall be provided for mounting on the inside of the mast, containing:
 - 4.2.1. 1 – 2 pole circuit breaker isolator (25A - main switch)
 - 4.2.2. 3 – single pole 6A MCB's (lights)
 - 4.2.3. 1 – 5 pin CEE plug and coupler
 - 4.2.4. 1 – adequately rated contactor
 - 4.2.5. 1 – single pole MCB acting as by-pass switch
 - 4.2.6. 1 – single pole MCB protecting the contactor
 - 4.2.7. 1 – rated photocell
- 4.3. The photocell of the Waco type mounted on a NEMA Base shall be mounted 4m above ground level on the outside of the mast behind a vandal proof cover.
- 4.4. A splitterbox with a IP65 rating shall be mounted on top of the mast, fitted with a test socket of the CEE type with at least IP44 rating at the bottom of the box.
- 4.5. All circuit breakers and isolators shall have a rupturing capacity of 5kA and shall bear the

mark of the S.A.B.S. and shall be accessible through cut outs in the cover without

having to remove the cover.

- 4.6. All equipment shall be clearly marked with engraved labels. No stick-on embossed tape shall be used.
- 4.7. The distribution board shall be fully wired and ready for connection to the incoming supply cables.

5. Foundation

- 5.1. Each mast shall be supplied with foundation bolts and templates. The bolts shall be hot dip galvanised over their entire length in compliance with SANS (ISO 1461) 2000-1. Three galvanised nuts, two washers and one spring washer shall be supplied for each bolt. The number of foundation bolts shall be determined according to the design above. Calculations shall be submitted upon request.
- 5.2. A foundation plan, adequately designed for the conditions as per this specification, and based on a soil bearing capacity of 150kPa, giving details of the reinforcing required shall be submitted. Soil pressure and overturning safety factor shall be stated.
- 5.3. All reinforcing and foundation bolts shall have a minimum of 100mm concrete cover. The 28 days cube strength of the concrete shall be 30 MPa.
- 5.4. All foundations shall have a circular flat base from which a square plinth shall rise to above the surrounding ground level.
- 5.5. One or two PVC, Class B cable sleeves shall be provided from the centre of the top of the foundation plinth, through the concrete to a point below ground level on the side of the plinth.
- 5.6. After casting of the foundation, the slab shall be covered by earth, properly compacted. The area around the plinth shall be brought to the original level and shall be left neat and tidy.

6. Earthing of mast

- 6.1. Earthing consisting of 2 x 1.2m earth spikes must be installed under the foundation and connected to foundation bolts via 70mm² copper conductors with brass clamps. Two coils of 2meter diameter must be placed under the foundation.

B4.2 LED Flood lights

1. High efficiency Light Emitting Diode (LED) as light source >117 Lumens/watt
2. The photometric data submitted shall be based on measurements undertaken by an internationally certified lighting laboratory.
3. The calculation should be based on 20% depreciation with a maintenance factor of 0.9 allowing for 10% light loss due to dirt on the protector surface.
4. Designed for high mast lighting with a design life of at least 25years
5. Nominal lumen flux at 35°C: 54501 Nominal flux (lm)
6. Rated wattage: 400 to 500Watt (should be the equivalent of a 1000Watt HPS fitting)
7. LED current: 1000mA to 1100mA
8. The power supply shall be replaceable and suitable for operating on a network supply of **108-305VAC**, 50Hz, single phase.

9. The luminaire should be protected by surge protection devices mounted inside the gear compartment and should be easy to replace to ensure that the luminaire survive surges of up to **10kV/10kA**
10. Power factor shall be **≥0.9**
11. Class and type of luminaire: Class 1
12. Colour temperature: 4000 Kelvin
13. Luminaire efficacy lm/W: 137 lm/W
14. Colour rendering index 65 (minimum): ≥70
15. Lumen Depreciation of the LED luminaire when installed for 60 000 hours (min) 90% and after 100 000 hours 80%. The data sheet of the manufacturer of the LED must be submitted as proof.
16. SANS (IEC) 60598-2-5 specific for flood lights
17. Degree of protection to SANS 60529: IP 66 for the light compartment and driver/control compartment.
18. Material of the LED luminaire: Aluminium & Glass. The glass lens must be smooth and manufactured from tempered high impact glass (IK08)
19. Aluminium grade of housing: Marine Grade Aluminium
20. All ferrous components must be hot dip galvanised in compliance with: SANS 60598-2-5
21. Toggle clips, bolts, screws, nuts and washers must be Stainless steel
22. Location of the LED drivers shall be in a separate Aluminium compartment.
23. Sealed LED and driver unit replaceable without removal of luminaire.
24. The fitting must have a heat sink incorporated in the design to be able to operate in the typical environmental condition prevailing in the North West Province.
25. The luminaire must have adequate overheating/thermal protection (cur-out) for the LED's and the power supply for operation during daylight due to faulty control circuits in temperatures of up to **55°C** and humidity of 90% that is typical of operational conditions in North West, South Africa.
26. WARRANTY
 - 26.1. The Contractor must provide a written warranty from the Manufacturer for the goods delivered and installed.
 - 26.2. The Contractor must ensure that all the goods supplied under the contract be new, unused, and the most recent or current model, incorporating all recent improvements in design and materials of the Manufacturer.
 - 26.3. The Contractor must warrant that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship.
 - 26.4. The Manufacturer must warrant that:

- 26.4.1. each luminaire supplied under the contract shall have a maximum lumen depreciation of not more than 10% of the original lumen output of the luminaire during the period of warranty.
- 26.4.2. The Manufacturer must warrant that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship.
- 26.4.3. The Manufacturer shall warrant that all components shall operate correctly for the duration of the lifetime of the equipment under expected operating conditions.
- 26.4.4. This warranty shall remain **valid for thirty-six (36) months** after the goods or any portion thereof as the case may be, have been delivered.
- 26.5. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 26.6. Upon receipt of such notice, the supplier shall, within the specified period and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 26.7. If the supplier, having been notified, fails to remedy the defect(s) within the specified period, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

C3.3 PARTICULAR SPECIFICATIONS

In addition to the Standardized and Project Specifications the following Particular Specifications shall apply to this contract and are bound in hereafter.

SECTION EMP	ENVIRONMENTAL MANAGEMENT SPECIFICATION
SECTION OHS	OHSA 1993 SAFETY SPECIFICATION

SECTION EMP: ENVIRONMENTAL MANAGEMENT SPECIFICATION

EMP.1 General

In order to ensure that the construction works is carried out in an environmentally sensitive matter, strict compliance to the Environmental Management Plan (EMP) guidelines is required. The EMP is bounded to this document under Part C4: **Site Information**. The purpose of the EMP is to:

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

EMP.2 Training and Induction of Employees

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

EMP.3 Complaints Register and Environmental Incident Book

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

The following information must be recorded:

- Time, date and nature of the complaint,
- Type of communication (telephone, letter etc),
- Name, contact address and telephone number of the complainant,

- Response and investigation undertaken and
- Actions taken and by whom.

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

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

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

EMP.4 Site Cleanliness and Neatness

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

EMP.5 Access

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

EMP.6 Borrow Pits

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

EMP.7 Dust Control / Air Quality

- Dust suppression measures must be implemented during construction by ensuring that all surfaces prone to dust generation are kept damp (e.g. use of water tanker).
- Ensure that vehicles and equipment are in good working conditions and that emissions are not excessive.

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- Ensure that vehicles and equipment are in good working conditions and that emissions are not excessive.
- Special care must be taken in areas where the route passes close to schools and residential areas.
- The speed of construction vehicles must be reduced.

EMP.8 Fauna

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

EMP.9 Fire Prevention and Control

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

EMP.10 Grave Sites

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

EMP.11 Materials Handling and Spills Management

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

EMP.12 Noise

- Noise generating activities must be restricted to between 07:00 and 17:00 Monday to Friday, unless otherwise approved by the appropriate competent person in consultation with adjacent landowners/affected persons.
- All equipment, vehicles and machinery must be in good working condition and be equipped with sound mufflers if necessary.
- Construction staff must be trained and made aware of not creating unnecessary noise such as hooting and shouting.

EMP.13 Pollution Control

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

EMP.14 Rivers and Streams

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

EMP.15 Safety

- Safety measures, such as detour signs, must be implemented during construction to ensure the safety of workers, pedestrians and drivers/passengers in vehicles in the vicinity of construction work.
- Special care must be taken in the vicinity of schools to ensure the safety of children wishing to cross the road under construction.
- The relevant signage (e.g. speed control signs) must be erected alongside the road during the operation phase in order to control traffic.
- Accommodation must be made for pedestrian pathways alongside the road during the construction and operation phases.

EMP.16 Soil Management

- Stormwater drainage pipes must be installed alongside the road in all areas susceptible to soil erosion.
- Erosion should be minimized by the construction of meadow drains and the planting of

indigenous vegetation on the side slopes and drains to reduce flow velocity of stormwater.

- Spoil from cuts may be used in existing erosion galleys.
- Stone pitching and gabions should be constructed at pipe culvert outlets.
- Accidental spills of contaminants onto the ground e.g. oil, concrete, fuel and chemicals should be removed together with the contaminated soil.
- If necessary an absorbent such as Peat Sorb should be used the aid in cleaning up the spill. The contaminated soil should be disposed of in an appropriate container, depending on its classification.
- Servicing and re-fuelling of vehicles must only be carried out at construction camp.

EMP.17 Worker Conduct

Code of Conduct for Construction Personnel:

- Do not leave the construction site untidy and strewn with rubbish which will attract animal pests.
- Do not set fires.
- Do not cause any unnecessary, disturbing noise at the construction camp/site or at any designated worker collection/drop off points.
- Do not drive a construction-related vehicle under the influence of alcohol.
- Do not exceed the national speed limits on public roads or exceed the recommended speed limits on the site.
- Do not drive a vehicle which is generating excessive noise or gaseous pollution (noisy vehicles must be reported and repaired as soon as possible).
- Do not litter along the roadsides, including both the public and private roads.
- Do not pollute any water bodies (whether flowing or not).
- No member of the construction team is allowed to enter the areas outside the construction site.

EMP.18 Traffic Disturbances and Diversions

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

EMP.19 Vegetation

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

construction has been completed.

EMP.20 Waste Management

- All general, non-hazardous waste must be placed in a skip container and disposed of at a registered waste disposal site.
- The contractor is to ensure that the portable toilet facilities at the campsite are properly maintained and in working order.
- No disposal, or leakage, of sewage must occur on or near the site.
- All hazardous waste (e.g. oil, paint, empty lime bags, contaminated wash water, etc) must be stored in leak proof containers and disposed of at a registered hazardous waste disposal site.
- The contents of waste storage containers must, under no circumstances, be emptied to the surrounding area. In general, littering, discarding or burying of any materials is not allowed on site or along the route.
- Adequate waste receptacles must be available at strategic points around the construction camp and site for all domestic refuse and to minimize the occurrence of littering.
- Concrete rubble must be collected and disposed of as directed by the Project Manager.
- Each working area must be cleared of litter and building waste (e.g. rubble, wood, concrete packets etc) on completion of the day's work.
- Any spill around the container(s) should be treated as per Section EMP11 and EMP16.

SECTION OHS : OHS 1993 HEALTH AND SAFETY SPECIFICATION

OHS.1 SCOPE

This specification covers the health and safety requirements to be met by the Contractor to ensure a continued safe and healthy environment for all workers, employees and subcontractors under his control and for all other persons entering the site of works.

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

In terms of the OHS Agreement in Section C1.2.4 of the Contract document, the status of the Contractor as mandatory to the Employer (client) is that of an employer in his own right, responsible to comply with all provisions of OHS 1993 and the Construction Regulations 2014.

This safety specification and the Contractor's own Safety Plan as well as the Construction Regulations 2014, shall be displayed on site or made available for inspection by all workers, employees, inspectors and any other persons entering the site of works.

The following are possible risks associated with this project:

- Working high above the ground on top and below the bridge, most of the time in a restricted environment with limited landings (working platforms)
- Working above a continuously flowing river and in an flood plain environment subject to flooding
- Lifting and lowering of materials and equipment from the ground to the bridge and vice versa, exposed to cross winds
- Steep and restricted access to the lower flood plain below the bridge
- Potentially dangerous existing services, i.e. gas lines, water and sewerage mains, electrical high voltage cables, on the bridge, buried and overhead
- Deep excavations in soils requiring shoring or reducing of slopes
- Blasting of hard rock or demolition of concrete
- High pressure during testing of the relocated pipe lines, which could result in potentially dangerous situations in the event of the pipeline or fittings failing
- Potentially harmful gasses when tying into the existing sewer mains
- Movement of construction vehicles on site, taking into consideration steep slopes, other traffic and existing services
- Exposure to possible injuries due to mishandling or failure of power and hand tools
- Falling debris, tools and materials from bridge
- Non-conformance to specifications with regards to fasteners and materials
- Risks related to general safety and security on site

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

OHS.2 DEFINITIONS

For the purpose of this contract the following shall apply:

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

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

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

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

OHS.3 TENDERS

The Contractor shall submit the following with his tender:

- (a) a documented Health and Safety Plan as stipulated in Regulation 7 of the Construction Regulations. The Safety Plan must be based on the Construction Regulations 2014 and will be subject to approval by the Employer;
- (b) a declaration to the effect that he has the competence and necessary resources to carry out the work safely in compliance with the Construction Regulations 2014;
- (c) a declaration to the effect that he made provision in his tender for the cost of the health and safety measures envisaged in the Construction Regulations.
- (d) Failure to submit the foregoing with his tender, will lead to the conclusion that the Contractor will not be able to carry out the work under the contract safely in accordance with the Construction Regulations.

OHS.4 NOTIFICATION OF COMMENCEMENT OF CONSTRUCTION WORK

After award of the contract, but before commencement of construction work, the Contractor shall, in terms of Regulation 4, notify the Provincial Director of the Department of Labour in writing if the following work is involved:

- (a) the demolition of structures and dismantling of fixed plant of height of 3,0m or more;
- (b) the use of explosives;
- (c) construction work that will exceed 30 days or 300 person-days;
- (e) excavation work deeper than 1,0m; or
- (f) working at a height greater than 3,0m above ground or landings.

The notification must be done in the form of the pro forma included under Section 9 (Forms to be Completed by Successful Tenderer) of the tender document.

A copy of the notification form must be kept on site, available for inspection by inspectors, Employer, Engineer, employees and persons on site.

OHS.5 RISK ASSESSMENT

Before commencement of any construction work during the construction period, the Contractor shall have a risk assessment performed and recorded in writing by a competent person. (Refer Regulation 9 of the Construction Regulations 2014).

The risk assessment shall identify and evaluate the risks and hazards that may be expected during the execution of the work under the contract, and it shall include a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards identified.

The risk assessment shall be available on site for inspection by inspectors, Employer, Engineer, subcontractors, employees, trade unions and health and safety committee members, and must be monitored and reviewed periodically by the Contractor.

OHS.6 APPOINTMENT OF EMPLOYEES AND SUBCONTRACTORS

6.1 Health and Safety plan

The Contractor shall appoint his employees and any subcontractors to be employed on the contract, in writing, and he shall provide them with a copy of his documented Health and Safety Plan, or relevant sections thereof. The Contractor shall ensure that all subcontractors and employees are committed to the implementation of his Safety Plan.

6.2 Health and safety induction training

The Contractor shall ensure that all employees under his control, including subcontractors and their employees, undergo a health and safety induction training course by a competent person before commencement of construction work. No visitor or other person shall be allowed or permitted to enter the site of the works unless such person has undergone health and safety training pertaining to hazards prevalent on site.

The Contractor shall ensure that every employee on site shall at all times be in possession of proof of the health and safety induction training issued by a competent person prior to commencement of construction work.

OHS.7 APPOINTMENT OF SAFETY PERSONNEL

7.1 Construction Supervisor

The Contractor shall appoint a full-time **Construction Supervisor** with the duty of supervising the performance of the construction work.

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

7.2 Construction safety officer

Taking into consideration the size of the project and the hazards or dangers that can be expected, the Contractor shall appoint in writing a full-time or part-time **Construction Safety Officer** if so decided by the Inspector of the Department of Labour. The Safety Officer shall have the necessary competence and resources to perform his duties diligently.

Provision shall be made by the Contractor in his rates, to cover the cost of this dedicated construction safety officer appointed after award of the contract.

7.3 Health and safety representatives

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

The number of health and safety representatives for a workplace shall be at least one for every 100 employees.

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

7.4 Health and safety committee

In terms of **Sections 17 and 18 of the Act (OHSA 1993)** the Contractor (as employer), shall establish one or more **health and safety committee(s)** where there are two or more health and safety representatives at a workplace. The persons selected by the Contractor to serve on the committee shall be designated in writing.

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

7.5 Competent persons

In accordance with the Construction Regulations the Contractor has to appoint in writing **competent persons** responsible for supervising construction work on each of the following work situations that may be expected on the site of the works.

- (a) Risk assessment and induction training as described in Regulation 9 of the Construction Regulations;
- (b) Fall protection as described in Regulation 10;
- (c) Excavation work as described in Regulation 13;
- (d) Demolition work as described in Regulation 14;
- (e) Scaffolding work as described in Regulation 16;
- (f) Suspended platform operations as described in Regulation 17;
- (g) Material hoists as described in Regulation 19;
- (h) Bulk Mixing plant operations as described in Regulation 20;
- (i) Explosive actuated fastening device as described in Regulation 21;
- (j) Cranes as described in Regulation 22;
- (k) Construction vehicle and mobile plant inspections on a daily basis by a competent person as described in Regulation 23(1);
- (l) Control of all temporary electrical installation on the construction site as described in Regulation 24;
- (m) Stacking and storage on construction sites as described in Regulation 28; and
- (n) Fire precautions on construction sites as described in Regulation 29.

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

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

HS.8 RECORDS AND REGISTERS

In accordance with the Construction Regulations the Contractor is bound to keep records and registers related to health and safety on site for periodic inspection by inspectors, the Engineer, the Employer, trade union officials and subcontractors and employees. The following records and registers must be kept on site and shall be available for inspection at all times.

- (a) A copy of the OHS Act 1993 Construction Regulations 2014;
- (b) A copy of this Health and Safety Specification;
- (c) A copy of the Contractor's Health and Safety Plan (Regulation 7);
- (d) A copy of the Notification of Construction Work (Regulation 4);
- (e) A health and safety file in terms of Regulation 7(1b) with inputs by the Construction

Safety Officer (Regulation 8(5));

- (f) A copy of the risk assessment described in Regulation 9;
- (g) A full protection plan and the corresponding records of evaluation and training of employees working from elevated positions as described in Regulation 10;
- (h) Drawings pertaining to the design of structures (Regulation 11(1c)) and temporary works (Regulation 10) must be kept on site;
- (i) Pronouncement of the safety of excavations must be recorded in a register to be kept on site (Regulation 13(2)(h));
- (j) A copy of the certificate of the system design for suspended platforms (Regulation 17(3));
- (k) A notice must be affixed around the base towers of material hoists to indicate the maximum mass load, which may be carried at any one time by material hoists (Regulation 11(2));
- (l) Maintenance records of material hoists and inspection results must be kept in a record book to be kept on site (Regulation 19(8));
- (m) A record of any repairs to or maintenance of a batch plant must be kept on site (Regulations 19(8));
- (n) A warning notice must be displayed in a conspicuous manner when and wherever an explosive powered tool is used (Regulation 21(2));
- (o) A register for recording of findings by the competent person appointed to inspect construction vehicles and mobile plant (Regulation 23(1) (k)).

OHS.9 CONTRACTORS RESPONSIBILITIES

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

Before commencement of work under the contract, the Contractor shall enter into an agreement with the Employer (Client) to confirm his status as mandatory (employer) for the contract under consideration.

The Contractor's duties and responsibilities are clearly set out in the Construction Regulations 2014, and are not repeated in detail but some important aspects are highlighted hereafter, without relieving the Contractor of any of his duties and responsibilities in terms of the Construction Regulations.

a) Contractor's position in relation to the Employer (Client) (Regulation 5)

In accordance with Section 4 of the Regulations, the Contractor shall liaise closely with the Employer or the Engineer on behalf of the Employer, to ensure that all requirements of the Act and the Regulations are met and complied with.

b) The Principal Contractor and Contractor (Regulation 7)

The Contractor is in terms of the definition in Regulation 2(b) the equivalent of Principle Contractor as defined in the Construction Regulations, and he shall comply with all the provisions of Regulation 7.

Any subcontractors employed by the Contractor must be appointed in writing, setting out the terms of the appointment in respect of health and safety. An independent subcontractor shall however provide and demonstrate to the Contractor a suitable, acceptable and sufficiently documented health and safety plan before commencement of the subcontract. In the absence of such a health and safety plan the subcontractor shall undertake in writing that he will comply with the Contractor's safety plan, the health and safety specifications of the Employer and the Construction Regulations 2014.

c) Management Supervision of construction work (Regulation 8)

The Contractor shall appoint the safety and other personnel and employees as required in terms of Regulation 8 and as set out in paragraph 7 above. Appointment of those personnel and employees does not relieve the Contractor from any of the obligations under Regulation 8.

d) Risk assessment for construction works (Regulation 9)

The Contractor shall have the risk assessment made as set out in paragraph 3 above before commencement of the work and it must be always available on site for inspection. The Contractor shall consult with the health and safety committee or health and safety representative(s) etc. on a regular basis to ensure that all employees, including subcontractors under his control, are informed and trained by a competent person regarding health hazards and related work procedures.

No subcontractor, employee or visitor shall be allowed to enter the site of works without prior health and safety induction training, all as specified in Regulation 9.

e) Fall protection (Regulation 10)

Fall protection, if applicable to this contract shall comply in all respects with Regulation 10 of the Construction Regulations.

f) Structures (Regulation 11)

The Contractor will be liable for all claims arising from collapse or failure of structures if he failed to comply with all the specifications, project specifications and drawings related to the structures, unless it can be proved that such collapse or failure can be attributed to faulty design or insufficient design standards on which the specifications and the drawings are based.

In addition the Contractor shall comply with all aspects of Regulation 11 of the Construction Regulations.

g) Temporary works (Regulation 12)

The Contractor will be responsible for the adequate design of all formwork and support structures by a competent person.

All drawings pertaining to formwork shall be kept on site and all equipment and materials used in formwork, shall be carefully examined and checked for suitability by a competent person.

The provisions of Regulation 12 of the Construction Regulations shall be followed in every detail.

h) Excavation (Regulation 13)

It is essential that the Contractor shall follow the instructions and precautions in the Standard Specifications and Project Specifications as well as the provisions of the Construction Regulations to the letter as unsafe excavations can be a major hazard on any construction site. The Contractor shall therefore ensure that all excavation work is carried out under the supervision of a competent person, that inspections are carried out by a Professional Engineer or Technologist, and that all work is done in such a manner that no hazards are created by unsafe excavations and working conditions.

Supervision by a competent person will not relieve the Contractor from any of his duties and responsibilities under Regulation 13 of the Construction Regulations.

i) Demolition work (Regulation 14)

Whenever demolition work is included in a contract, the Contractor shall comply with all the requirements of Regulation 14 of the Construction Regulations. The fact that a competent person has to be appointed by the Contractor does not relieve the Contractor from any of his responsibilities in respect of safety of demolition work.

j) Tunneling (Regulation 15)

The Contractor shall comply with Regulation 15 wherever tunneling of any kind is involved.

k) Scaffolding (Regulation 16)

The Contractor shall ensure that all the provisions of Regulation 16 of the Construction Regulations are complied with. [Note: Reference in the Regulations to “Section 44 of the Act” should read “Section 43 of the Act”].

l) Suspended platforms (Regulation 17)

Wherever suspended platforms will be necessary on any contract, the Contractor shall ensure that copies of the system design issued by a Professional Engineer are submitted to the Engineer for inspection and approval. The Contractor shall appoint competent persons as supervisors and competent scaffold erectors, operators and inspectors and ensure that all work related to suspended platforms are done in accordance with Regulation 17 of the Construction Regulations

m) Rope Access (Regulation 18)

Where rope access are required on the construction site, the Contractor shall comply with Regulation 18.

n) Material Hoists (Regulation 19)

Wherever applicable, the Contractor shall comply with the provisions of Regulation 19 to the letter.

o) Bulk Mixing plants (Regulation 20)

Wherever applicable, the Contractor shall ensure that all lifting machines, lifting tackle, conveyors, etc. used in the operation of a batch plant shall comply with, and that all operators, supervisors and employees are strictly held to the provisions of Regulation 20. The Contractor shall ensure that the General Safety Regulations (Government Notice R1031 of 30 May 1986), the Driven Machinery Regulations (Government Notice R295 of 26/2/1988) and the Electrical Installation Regulations (Government Notice R2271 of 11/10/1995) are adhered to by all involved.

In terms of the Regulations, records of repairs and maintenance shall be kept on site.

p) Explosive actuated fastening devices (Regulation 21)

The Contractor shall ensure that, wherever explosive-powered tools are required to be used, all safety provisions of Regulation 21 are complied with.

It is especially important that warning notices are displayed and that the issue and return of cartridges and spent cartridges be recorded in a register to be kept on site.

q) Cranes (Regulation 22)

Wherever the use of tower cranes becomes necessary, the provisions of Regulation 22 shall be complied with.

r) Construction vehicles And mobile plant (Regulation 23)

The Contractor shall ensure that all construction vehicles and plant are in good working condition and safe for use, and that they are used in accordance with their design and intended use. The vehicles and plant shall only be operated by workers or operators who have received appropriate training, all in accordance with all the requirements of Regulation 23.

All vehicles and plant must be inspected on a daily basis, prior to use, by a competent person and the findings must be recorded in a register to be kept on site.

s) Electrical installation and machinery on construction sites (Regulation 24)

The Contractor shall comply with the Electrical Installation Regulations (Government Notice R2920 of 23 October 1992) and the Electrical Machinery Regulations (Government Notice R1953 of 12 August 1993). Before commencement of construction, the Contractor shall take adequate steps to ascertain the presence of, and guard against dangers and hazards due to electrical cables and apparatus under, over or on the site. All temporary electrical installations on the site shall be under the control of a competent person, without relieving the Contractor of his responsibility for the health and safety of all workers and persons on site in terms of Regulation 24.

t) Use of temporary storage of flammable liquids on construction sites (Regulation 25)

The Contractor shall comply with the provisions of the General Safety Regulations (Government Notice R1031 of 30 May 1986) and all the provisions of Regulation 25 of the Construction Regulations to ensure a safe and hazard-free environment to all workers and other persons on site.

u) Water environments (Regulation 26)

Where construction work is done over or in close proximity to water, the provisions of Regulation 26 shall apply.

v) Housekeeping and general safeguarding on construction sites (Regulation 27)

Housekeeping on all construction sites shall be in accordance with the provisions of the environment Regulations for workplaces (Government Notice R2281 of 16 October 1987) and all the provisions of Regulation 27 of the Construction Regulations.

w) Stacking and storage on construction sites (Regulation 28)

The provisions for the stacking of articles contained in the General Safety Regulations (Government Notice R1031 of 30 May 1986) as well as all the provisions Regulation 28 of the Construction Regulations shall apply.

x) Fire precautions on construction sites (Regulation 29)

The provisions of the Environmental Regulations for Workplaces (Government Notice R2281 of 16 October 1987) shall apply. In addition the necessary precautions shall be taken to prevent the incidence of fires, to provide adequate and sufficient fire protection equipment, sirens, escape routes etc. all in accordance with Regulation 29 of the Construction Regulations.

y) Construction welfare facilities (Regulation 30)

The Contractor shall comply with the construction site provisions as in the Facilities Regulations (Government Notice R1593 of 12 August 1988) and the provisions of Regulation 30 of the Construction Regulations.

z) Non-compliance with the Construction Regulations 2014

The foregoing is a summary of parts of the Construction Regulations applicable to all construction projects.

The Contractor, as employer for the execution of the contract, shall ensure that all provisions of the Construction Regulations applicable to the contract under consideration are complied with to the letter.

Should the Contractor fail to comply with the provisions of the Regulations 4 to 30 as listed in Regulation 33, he will be guilty of an offence and will be liable, upon conviction, to the fines or imprisonment as set out in Regulation 33.

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

OHS.10 MEASUREMENT AND PAYMENT

10.1 Principles

It is a condition of this contract that Contractors, who submit tenders for this contract, shall make provision in their tenders for the cost of all health and safety measures during the construction process. All associated activities and expenditure are deemed to be included in the Contractor's tendered rates and prices.

(a) Safety personnel

The Construction Supervisor, the Construction Safety Officer, Health and Safety Representatives, Health and Safety Committee and Competent Persons referred to in clauses 9.1 to 9.5 shall be members of the Contractor's personnel, and no additional payment will be made for the appointment of such safety personnel.

(b) Records and Registers

The keeping of health and safety-related records and registers as described in 8 is regarded as a normal duty of the Contractor for which no additional payment will be considered, and which is deemed to be included in the Contractor's tendered rates and prices.

C4: SITE INFORMATION

C4.1 LOCALITY PLAN

C4.2 TENDER DRAWINGS

C4.3 CONDITIONS ON SITE

C4.1 LOCALITY PLAN (Madibongo)

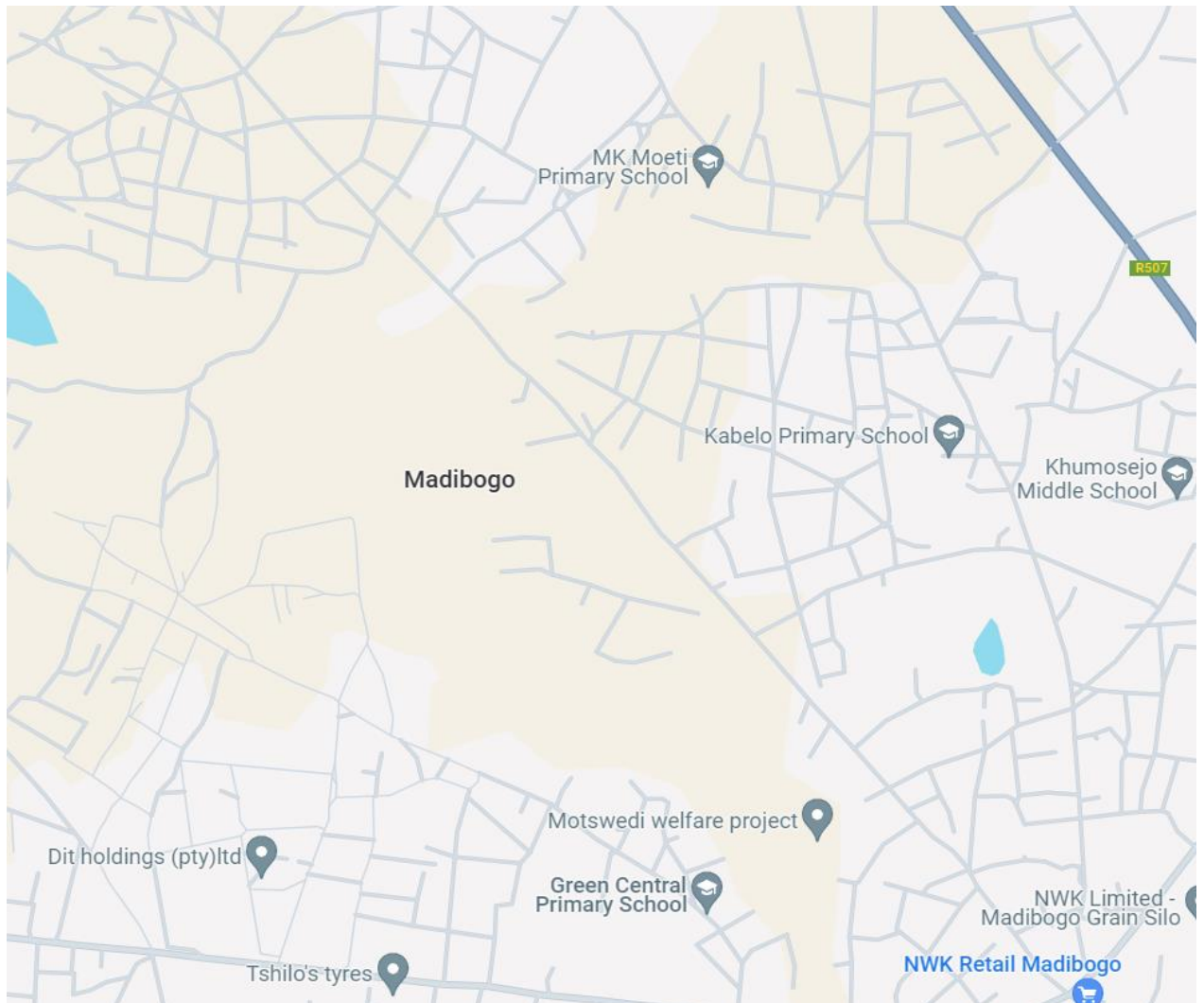


Fig: C1.1: Locality Plan

C4.2 TENDER DRAWINGS

INSTALLATION OF LED HIGH MAST LIGHTS IN MADIBOGO (WARD 6)

DESCRIPTION	DRAWING NO.
Site drawing – Position of masts Mast 1 Mast 2 Mast 3 Mast 4 Mast 5 Mast 6 Mast 7 Mast 8 Mast 9 Mast 10	C4.2.1
Design drawings	To be produced by the manufacturer

Table: C1.1: Tender Drawings

C4.2.1 HIGH MAST DISRIBUTION

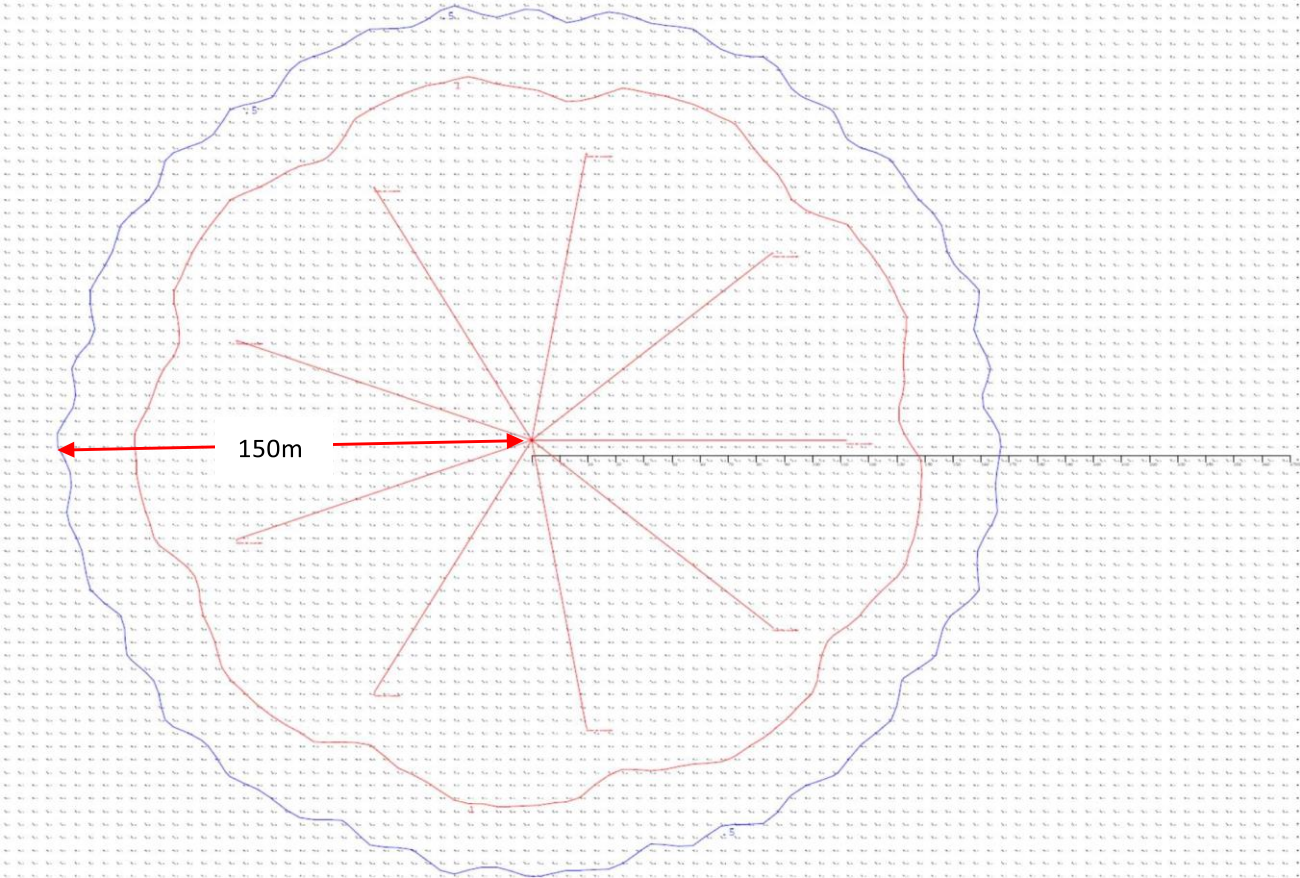
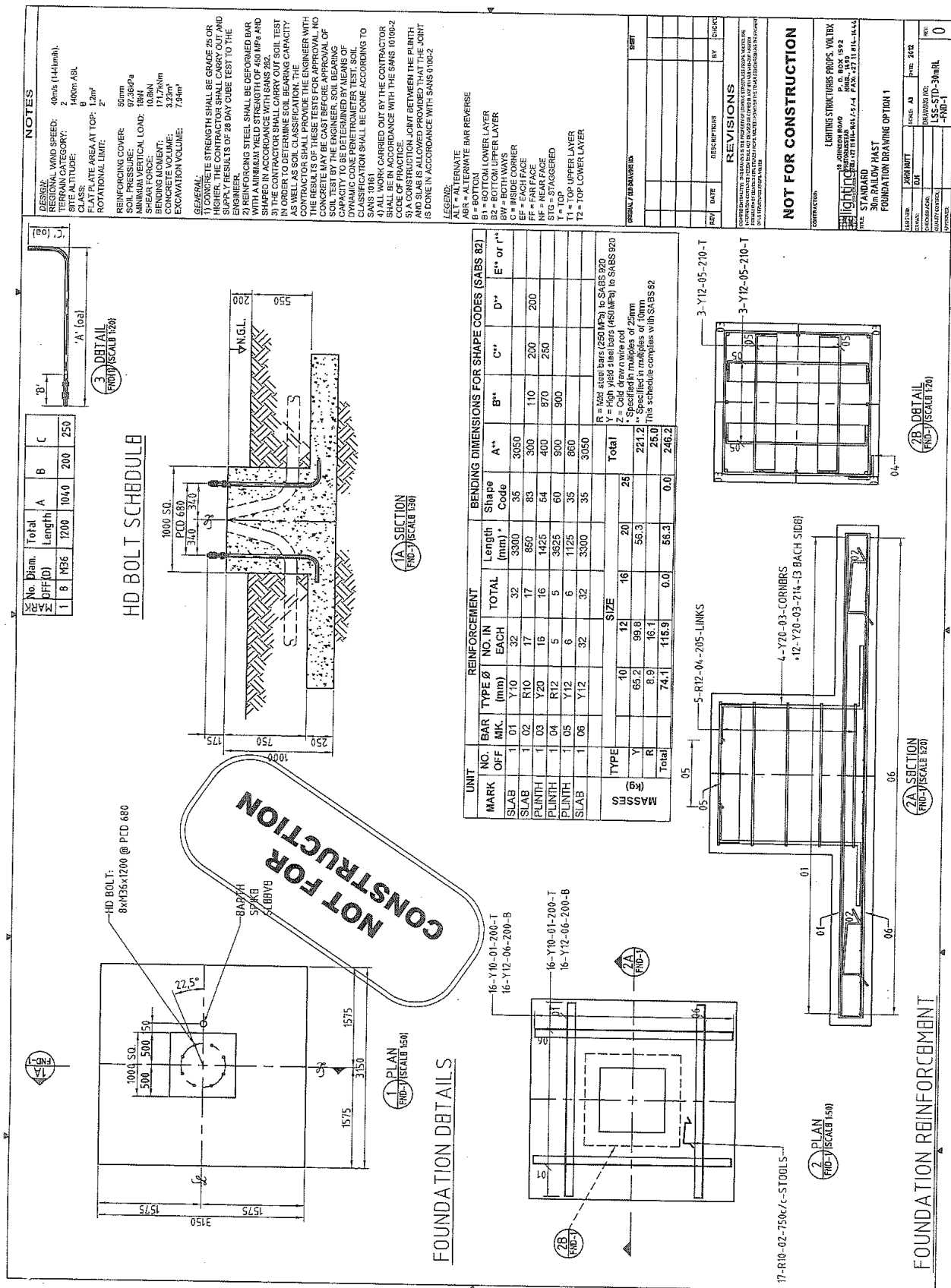
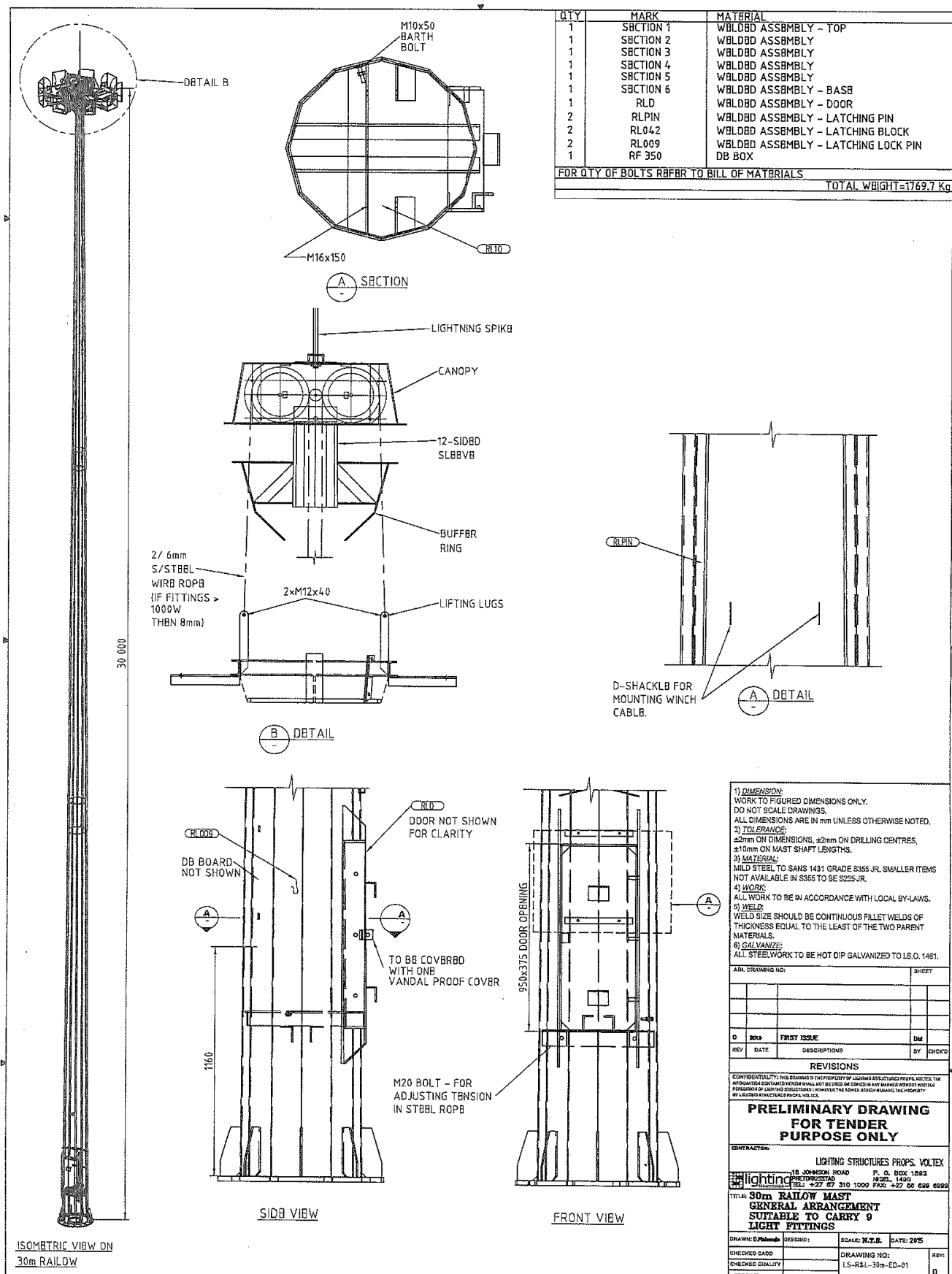


Fig: C4.1: High Mast Distribution

C4.2.2 HIGH MAST FOUNDATION LAYOUT





C4.3 CONDITIONS ON SITE:

INSTALLATION OF LED HIGH MAST LIGHTS IN MADIBOO (WARD 8)

All the sites will be accessible with a crane. On some sites the water main line runs in close proximity and the exact location thereof must first be confirmed before excavation can commence. The final foundation position will be determined by the position of the water main line where applicable. The mast positions will be placed far enough away from power lines to ensure safe operation of scissor masts. The foundations must be positioned in such a way that the mast sections will stay within the road reserve when lowered. Access to the site is easy and it can be accessed at all times. The soil conditions looks suitable on the surface and rock formations might be encountered at some sites but provision have been made in the BoQ for a rate for rock removal. If unsuitable or excess soil have to be removed it can be dumped at locations that will be indicated by the Roads Department of the Municipality. The Roads Department of the Municipality must be consulted.

END OF DOCUMENT